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REQUEST FOR QUOTATION (RFQ) - E-Bids

*GAIL's E-Tender No.: 8000007290

RFQ No.: AK/A645-000-QE-MR-9030/1001

Date: 05/12/2014

| | |
|---|---|
| <p>The invitation of bid is open only to suppliers to whom this RFQ is issued.</p> | <p>Client : GAIL (India) Limited</p> <p>Project: KG BASIN</p> <p>MR No. : A645-000-QE-MR-9030 Rev. A</p> <p>Item : FITTINGS (CAT-I)</p> <p>Due Date: Up to 1400 hrs. (IST) on 26/12/2014</p> |
| <p>PRE-BID MEETING:</p> | <p>Not Required</p> |
| <p>UNPRICED BID OPENING: PUBLIC OPENING AT 1500 hrs. (IST) on 26/12/2014 at Engineers India Limited, R&D Complex, tower-I, 1st Floor, Gurgaon</p> <p>PRICED BID OPENING : PUBLIC OPENING : DATE, TIME AND VENUE SHALL BE INTIMATED LATER</p> | |

Gentlemen,

1. E-bids are requested on behalf of our client M/s. GAIL (India) Limited, for the captioned item in total compliance to technical specifications, scope and terms & conditions of enquiry documents/attachments. Your offer must be complete in all respect and must contain confirmation/compliance to all points of enclosed commercial Agreed Terms & Conditions without any deviations i.e. **ZERO DEVIATION OFFER**, failing which your offer will be liable for rejection. Please note that issuance of technical and commercial queries is not envisaged and your offer will be evaluated based on input given therein. Hence pre-bid clarifications, if required may be sought from us immediately on receipt of this RFQ.
2. Bidder can download the RFQ Documents from EIL's website <http://tenders.eil.co.in/newtender> and GAIL's e-Tendering website <https://etender.gail.co.in>. However, bidders have to submit their bids only through e-tendering website of GAIL. **Physical Bids sent through Fax/E-mail/Courier/Post will not be accepted.**
3. Part I to III of E-Bid should be submitted as explained in Instructions to Bidders (ITB) on GAIL's e-tendering website system. Bids should be submitted in accordance with Clause 10 of the ITB.
4. The following documents in addition to uploading the same with the bid on the GAIL's E-Tendering website shall also be submitted in Original in physical form in EIL **within 07 days of due date**;
 - i. Authorization Letter in favour of Bid Signatory on Company's Letter-head.
 - ii. Integrity Pact- **Not Applicable.**
5. Bids complete in all respects should be submitted in GAIL's e-tendering web site on or before the **BID-SUBMISSION DATE & TIME** specified above.
6. **Bid Security: Not Applicable**

7. The bidders are required to confirm whether the enterprise is a Micro/ Small/ Medium enterprises along with documents from the appropriate authority. Accordingly bidder to furnish the confirmation as per **attachment enclosed** along with RFQ documents from appropriate authority.
8. **Delivery Period:**
FOR INDIAN BIDDERS: 10 (Ten) Weeks on FOT Site Basis as per Clause 4 of SCC.
9. **Supervision for Erection, Testing & Commissioning:** Not Applicable.
10. **Payment Terms:**
The payment to bidders shall be made in accordance with Annexure-I to Special Conditions of Contract (SCC).
11. **Part Order: Applicable.**
12. **Repeat Order (As per Clause 40.1 of GCC – Goods).**
13. **THE OFFER SHOULD BE VALID FOR THREE (3) MONTHS FROM FINAL BID DUE DATE.**
14. Contact person for this RFQ :
(i) Mr. Atul Kumar, AGM (C & P),
Phone no. +91-(0)124-3802099.
E-mail ID: atul.kumar@eil.co.in
(ii) Mr. Anil Kumar Dubey, Sr. Engineer (C&P),
Phone no. +91-(0)124-3802136.
E-mail ID: anil.dubey@eil.co.in
15. Bidder to carefully read and understand the Addendum to ITB for etendering, Ready Reckoner for Bidders & Steps to follow by bidder to upload their bid on GAIL's E-Tendering website before uploading their bids in the GAIL's E-Tendering website.
16. Consortium/ Joint/ Multiple/ alternative bids shall not be acceptable.
17. GAIL/EIL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
18. GAIL/EIL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or outcome of the bidding process.
19. The bidder put on Holiday / Blacklisted by GAIL or Project management consultant (PMC) of GAIL or Black listed by any government department / Public sector on due date of submission of bid, shall not be considered for further evaluation. If the documents were issued inadvertently / downloaded from website, offers issued by such bidders shall not be considered for opening / evaluation / award of work.
20. We reserve the right to make any changes in the terms and conditions of purchase and to reject any or all the bids.
21. Bidder to confirm that OEM shall supply spares, if any, directly to GAIL and not to pass on the responsibility to dealers/distributors/stockists or Indian associates.
22. Net worth of the bidder should be positive as per the immediate preceding year's audited financial results. However, Public Sector Undertakings / Enterprises are exempted from this requirement. If the bidder is not meeting the above criteria their bid shall not be evaluated further. Bidders are therefore requested to furnish the Audited Financial Statement for the immediate preceding year including Profit & Loss Account.
23. No claim Certificate is Annexed as Annexure – I to this RFQ document. Seller is required to furnish the same along with the final invoice/bill. Payment against final bill shall be released only after seller's furnishing this certificate duly filled in signed and stamped.

24. Owner shall follow the Public procurement Policy on Procurement of goods and services from Micro and Small Enterprises (MSEs) order 2012 as per attached Annexure-II to this RFQ document, this shall be applicable in addition to methodology for evaluation and award, stipulated elsewhere in the document.

25. **MULTIPLE/ ALTERNATIVE BIDS**

A bidder (i.e. the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder or as a member of consortium) or indirectly (as a sub-contractor) failing which following actions shall be initiated:

- i) All bids submitted by such bidder (say 'A') directly & indirectly, shall be stand rejected and EMD, if any, in case of direct bid submitted by bidder 'A' shall be forfeited.
- ii) If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B's bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-contractor who is other than the bidder 'A', then bidder 'B's bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/ multiple bids.

***Please specify GAIL's eTender No. & RFQ No. in all correspondence**

THIS IS NOT AN ORDER

Very truly yours,
For & on behalf of Client

(Atul Kumar)
AGM (C & P)
Engineers India Limited

Enclosures:

- i) **Annexure-I (Uploaded in GAIL's eTendering website and also being sent to the bidders through courier)** – Contains
 - a) ~~Check List~~ – Not Applicable.
 - b) Addendum to ITB for E-Tendering.
 - c) Acknowledgement letter.
 - d) Proforma of Letter of Authority for attending Pre-bid Meeting/Bid Opening.
 - e) Cut-out slip for submission of Bid Security, Authorization Letter in favour of Bid Signatory on Company's Letter-head & Integrity Pact.
- ii) **Annexure-II – Contains (Available in GAIL's eTendering website & EIL website)**
 - a) Ready Reckoner for Bidders (downloadable from GAIL eTendering website).
 - b) Instructions to Bidders (ITB) and its Forms & Formats.
 - c) Agreed Terms & Conditions (For Indian Bidders).
 - d) Special Conditions of Contract & Annexure.
 - e) General Conditions of Contract (Goods).
 - f) Packing, Marking, Shipping & Documentation Specifications for Indigenous Materials.
 - g) Integrity Pact.
 - h) Vendor performance evaluation criteria.
 - i) Price Schedule Format attached separately in Notes & Attachment folder.
- iii) **Annexure-III - (Available in GAIL's E-Tendering website)**
Material Requisition No. : A645-000-QE-MR-9030 Rev.A.

REPLY / ACKNOWLEDGEMENT LETTER

E-MAIL # : atul.kumar@eil.co.in

**Astt. General Manager (C&P)
Engineers India Limited
R&D Complex, Sector-16,
Gurgaon, INDIA**

Attention : Mr. Atul Kumar – AGM (C & P)

Client : GAIL

Project : KG Basin Project, A.P.

RFQ No. : AK/A645-000-QE-MR-9030/1001

Item : Fittings

Due Date : 26/12/2014 UPTO 14:00 HOURS (IST)

Dear Sirs,

We acknowledge with thanks receipt of your above cited RFQ alongwith enclosures. We undertake that the contents of the above RFQ shall be kept confidential including all the drawings, specifications and documents and the said documents shall be used only for the purpose, for which they are intended.

Further, our response is as under:- (Bidders to put a tick √, as applicable).

1. We will submit the bid within due date.

2. We regret to submit our offer/quote because of the following reasons:

- a. _____
b. _____

Thanking you,

Very truly yours,

Name of Bidder :
Contact Person :
Contact Person Mobile No :
Bidder's Address :
Bidder's Phone No. :
Bidder's Fax No. :
Bidder's E-mail :

LETTER OF AUTHORITY

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING ~~PRE-BID MEETING~~ /UNPRICED/PRICED BIDS AND SUBSEQUENT NEGOTIATIONS/CONFERENCES

No.

Date:

GAIL (India) Limited
Jubilee Tower, Noida
India

Dear Sir,

RFQ No. : AK/A645-000-QE-MR-9030/1001
Item : Fittings
Project : KG Basin Project, A.P.

We _____ hereby authorize following representative(s) to attend ~~Pre-bid meeting~~, Un-priced bid opening and Price bid opening and for any other correspondence and communication against above Bidding Document:

Name & Designation _____ Signature _____

Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

NOTES:

- A. This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.
- B. Not more than two persons are permitted to attend techno –commercial un-priced and price bid opening.
- C. Bidder’s authorized executive is required to carry a copy of this authority letter while attending the un-priced bid opening and price bid opening and submit the same to GAIL/EIL

DO NOT OPEN - THIS IS A QUOTATION

Client : GAIL (INDIA) LIMITED

Project : KG BASIN PROJECT.

RFQ No. : AK/A645-000-QE-MR-9030/1001

Item : FITTINGS

Due Date& Time : Up to 1400 Hours (IST) on 26/12/2014

From :

To :

| | |
|--|---|
| | ATUL KUMAR - AGM (C&P) Engineers India Limited, R&D COMPLEX, SECTOR-16, GURGAON, India |
|--|---|

[To be pasted on the outer envelope containing Original Authorization Letter in favour of Bid Signatory on Company's Letter-head & Integrity Pact (PART-III)]

(TO BE DELIVERED AT OUR DAK RECEIPT SECTION SITUATED AT GROUND FLOOR OF ANNEXE BUILDING)

ANNEXURE-I

NO CLAIM CERTIFICATE

We, _____, a company incorporated under the laws of _____, having its registered office at _____ and carrying on business under the name and style M/s _____ were awarded the contract / Purchase Order by GAIL (India) Ltd. In reference to Tender No. /PO No. _____ dated _____.

After completion of the above said Work under the contract/PO, we have scrutinized all our claims, contentions, disputes, issues with the project officials and we hereby confirm that after adjusting all payments received by us against our RA. Bills, our balance entitlement under the contract/order is to a sum of (Currency _____). _____ as per our Final Bill _____ dated _____ towards full and final settlement of all our claims, dues, issues and contentions from GAIL (India) Ltd.

We confirm and declare that with the receipt of aforesaid monies, all our claims dues, disputes, differences between M/s _____ and GAIL (india) Ltd. Under and with reference to above said contract stands fully and finally settled.

We further confirm absolve GAIL (India) Ltd. from all liabilities present or future arising directly or indirectly out of the contract.

We further confirm that the present settlement has been arrived at after mutual negotiations and is freely and fairly entered into between the parties. There is no economic duress or any other compulsion on us in entering into this settlement.

Signature with Seal of contractor/seller

Dated:

ANNEXURE-II

PROVISIONS FOR MICRO AND SMALL ENTERPRISES UNDER (PPP), 2012

- i) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.
- ii) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- iii) In case bidder is a micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
 - c) **The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/ firm) where audited accounts are not mandatory as per law.**

If the bidder does not provide the above confirmation or appropriate document or any evidence at the time of bid submission, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.
 - d) Being NSIC registrant, bidder shall not be exempted from submission of Contract Performance Bank Guarantee (CPBG), as per Govt. guidelines published through Public Procurement Policy (PPP), 2012.

Any other provisions / exemptions available based on bidder being NSIC registrant indicated elsewhere in the RFQ documents, shall stand replaced / modified to the extent of above provisions.

PRICE SCHEDULE FORMAT

RFQ No. : AK/A645-000-QE-MR-9030/1001
Item : FITTINGS

NAME OF BIDDER: _____ **BID REFERENCE:** _____

INDIAN BIDDERS:

- 1) **UNIT PRICES (ON FOT DESPATCH POINT BASIS) SHOULD BE FILLED IN MR SHEET A645-000-QE-MR-9030 REV. A (PAGE 3 OF 3).**
- 2) **INDIAN BIDDERS MUST INDICATE FREIGHT CHARGES (EXCLUSIVE OF CENVATABLE SERVICE TAX) FROM DESPATCH POINT UPTO PROJECT SITE IN ANNEXURE-I TO AGREED TERMS AND CONDITIONS (FOR INDIAN BIDDERS) IN TERMS OF PERCENTAGE OF QUOTED FOT DESPATCH POINT PRICES.**
- 3) **THE QUANTITIES INDICATED IN MR ARE INDICATIVE AND ARE SUBJECT TO VARIATION UP TO ± 1 NO. THE PRICE QUOTED FOR THE ITEMS SHALL REMAIN VALID FOR ANY CHANGE IN QUANTITY WITHIN SUCH VARIATION.**

(Sign & Stamp of Bidder)

Addendum to Instruction To Bidders

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/Offers in the E-Procurement site directly from the website in secured and transparent manner maintaining confidentiality and security throughout the tender evaluation process and award.

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

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

Vendor/Bidder who wish to participate for E-tenders which are uploaded on GAIL (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/Offers** online in a secured manner ensuring confidentiality.

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

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

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

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

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

To participate in Bid submission, it is Mandatory on the part of Vendor(s) to have User ID and Password. To obtain User ID and Password Vendor/Bidder must open <https://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 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/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.safescrypt.com/>
3. <http://www.tcs-ca.tcs.co.in/>
4. <http://www.mtnltrustline.com/>

8) **PRE-BID MEETING:**

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

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

9) **BID DOCUMENT FEE:**

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

10) **EARNEST MONEY DEPOSIT**

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

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

11) SUBMISSION OF DOCUMENTS:

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/tender in the e-Procurement (COLLABORATION ,C-Folders) site only. However, documents specified to be submitted physically viz: Bid Document Fee etc. need to be submitted in a sealed envelope in accordance with the method described in RFQ. The same should reach GAIL (India) Limited, Attn: DGM (C & P-Projects), 16, Bhikaiji Cama Place, New Delhi – 110066, India (cut -out slip placed below). 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:

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

Inadvertently, if a document is uploaded in Collaboration Folder (C Folder) by the bidders, such document can be deleted by the Bidder and in 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.

12) PRICES, OTHER DOCUMENTS AND DIGITAL SIGNATURE:

The Prices are to be submitted online 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.

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

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

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

1<http://www.ncodesolutions.com>

2<http://www.safescrypt.com/>

3<http://www.tcs-ca.tcs.co.in/>

4<http://www.mtnltrustline.com/>

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

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 / RECEIPT OF BIDS:**

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

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

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

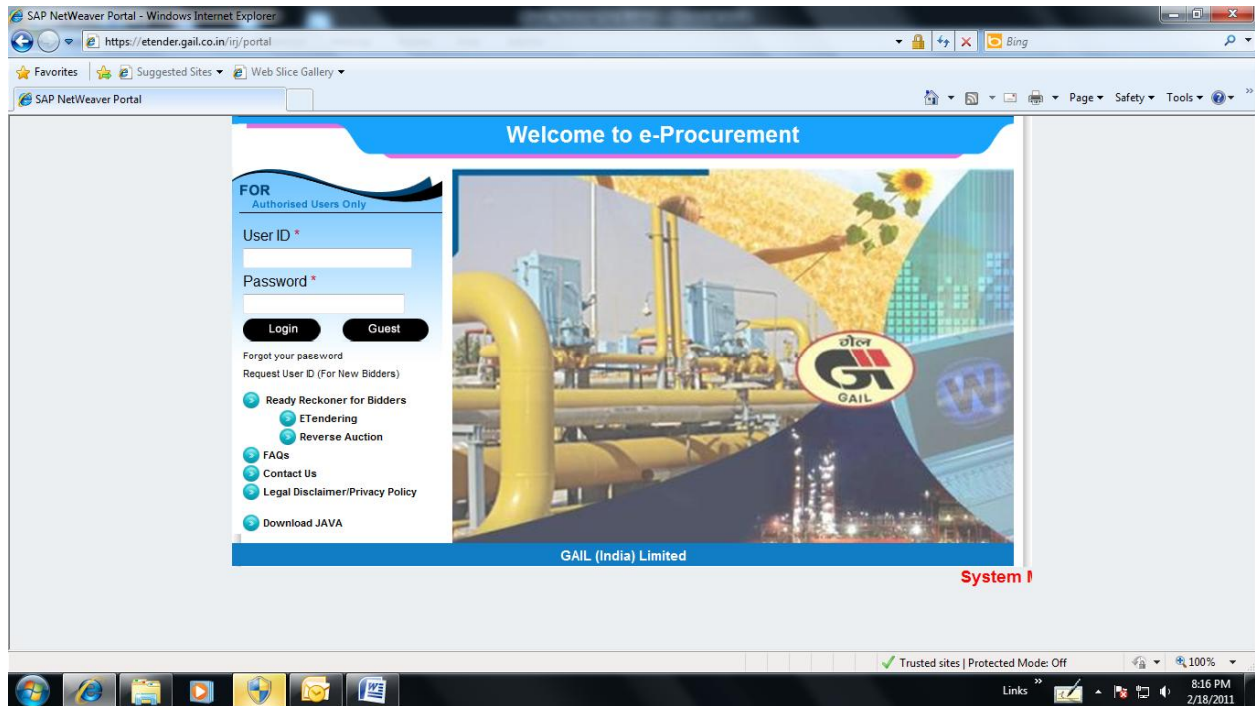
- 16) Proxy:** If any bidder is unable to access GAIL's e-Procurement site or Bid Documents, the bidder may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port 443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

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1. ABOUT E-TENDER WEB PORTAL

Refers to the site <https://etender.gail.co.in/irj/portal>



IMPORTANT LINKS

Important documents available in the logon page/home page of e-tender portal under the links mentioned as under.

FAQS

READY RECKONER (For e-tender)

LEGAL DISCLAIMER/T&C/PRIVACY POLICY

CONTACT US

DOWNLOAD JAVA

Note: please go through the above documents before creating your bid.

2. PRE-REQUISITES TO PARTICIPATE IN BIDDING:

- Pc/laptop with *internet broadband connectivity*
- Obtain /possess *digital signature class 3b* certificate (refer FAQs for detail).
- Must possess the valid *Email Id* of the organization.
- Obtain *user id* and *password* from Gail for e-bidding (refer FAQs for detail)

3. PC/LAPTOP SETTING

1. JAVA INSTALLATION

To view some of the components, you need to install Java.

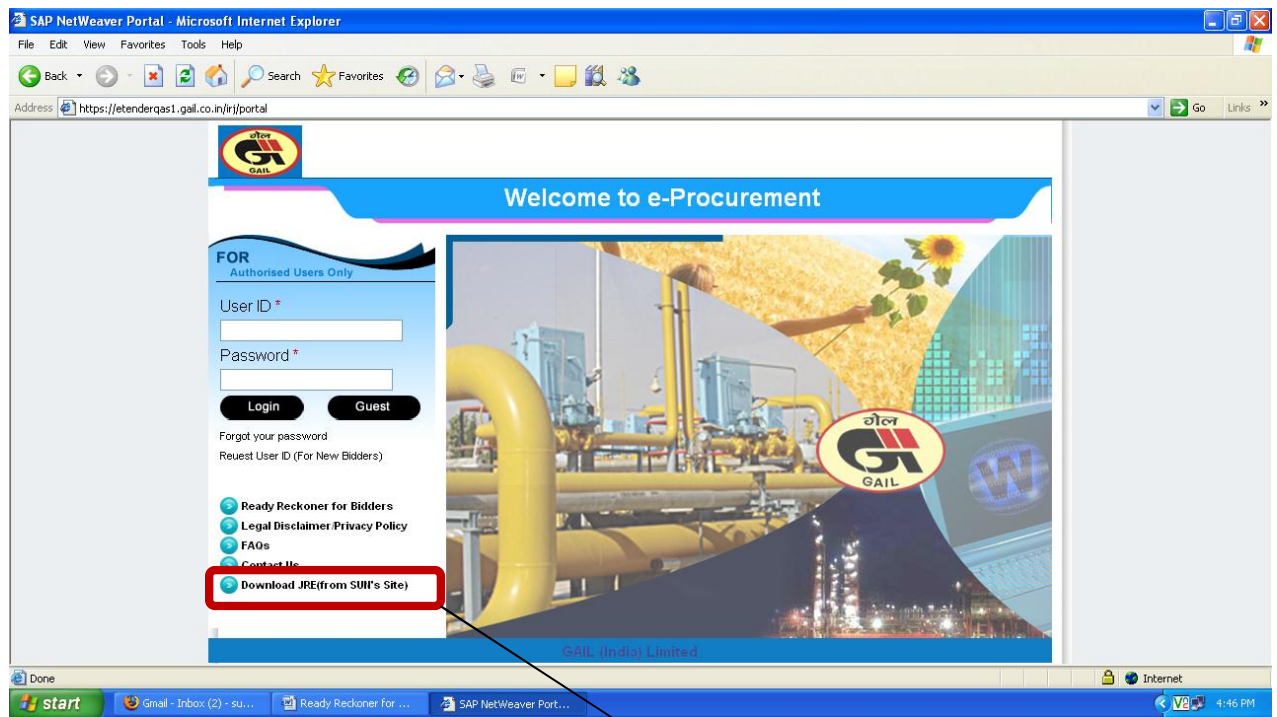
Latest Java component can be downloaded and installed from GAIL site. After downloading and installing the Java component, make sure that you start your internet browser again.

For installation of Java from GAIL web-site,

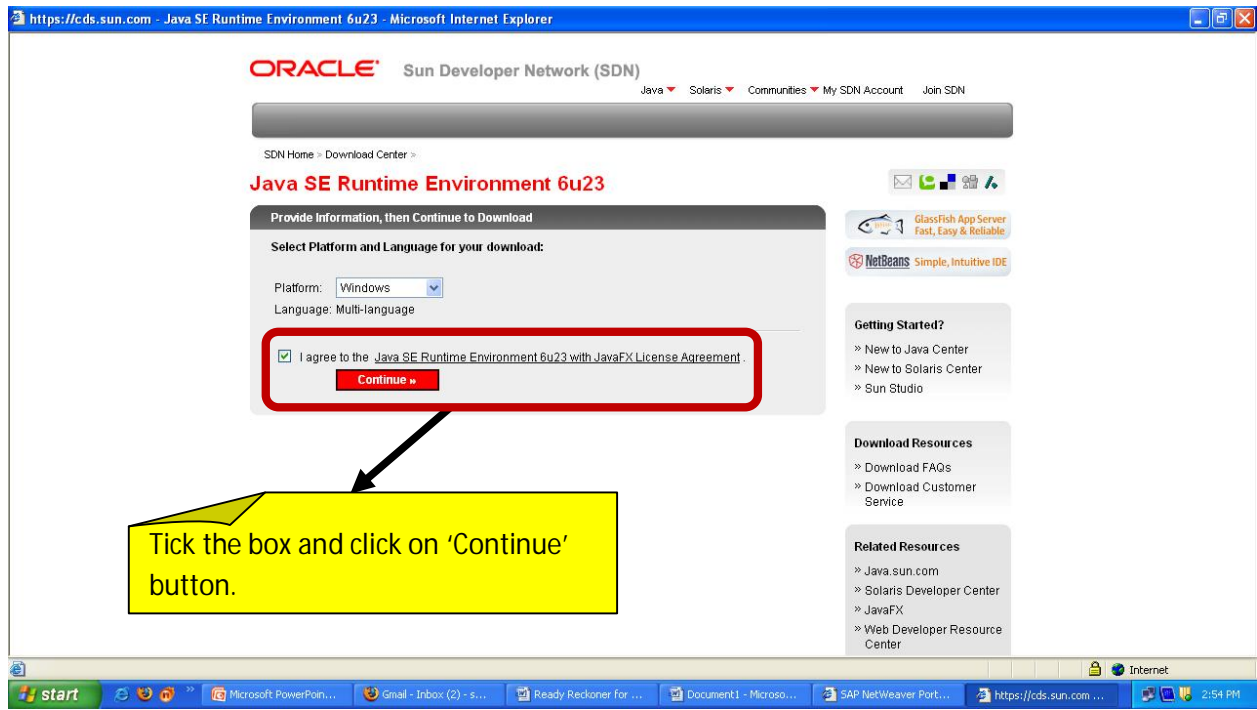
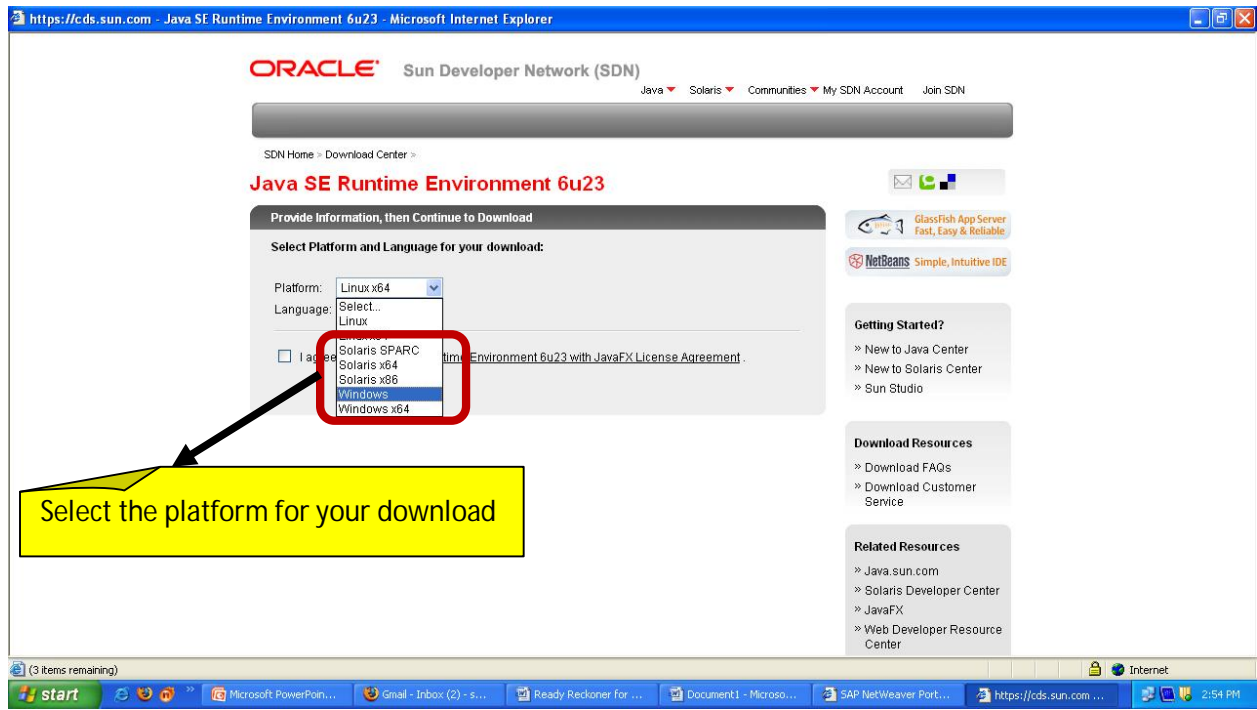
Go to the link: <https://etender.gail.co.in/irj/portal>

Download the JRE for windows version as per shown below in screenshot.

Save the file & install JRE completely.



Click on this link to download JRE



https://cds.sun.com - Download Java SE Runtime Environment 6u23 for Windows, Multi-language - Microsoft Internet Explorer

ORACLE Sun Developer Network (SDN)

Java Solaris Communities My SDN Account Join SDN

SDN Home > Download Center >

Download Java SE Runtime Environment 6u23 for Windows, Multi-language

Download Information and Files

Instructions: Click the file name to start the download.

Available Files

| File Description and Name | Size |
|---|----------|
| Offline Installation jre-6u23-windows-i586.exe | 15.79 MB |

Optional Files

| File Description and Name | Size |
|--|---------|
| Online Kernel Installation jre-6u23-windows-i586-ik.exe | 0.84 MB |
| Online Installation jre-6u23-windows-i586-rtw.exe | 0.84 MB |

Click on the link to download the file.

- For download problems or questions, please see the [Download FAQs](#).
- If you logged in first, you can complete this download any time in the next 30 days. Just visit your [Download History](#).
- For Customer Service, contact [Download Customer Service](#).

start Microsoft PowerPoin... Gmail - Inbox (2) - s... Ready Reckoner for ... Document1 - Microso... SAP NetWeaver Port... https://cds.sun.com ... 2:54 PM

https://cds.sun.com - Download Java SE Runtime Environment 6u23 for Windows, Multi-language - Microsoft Internet Explorer

ORACLE Sun Developer Network (SDN)

Java Solaris Communities My SDN Account Join SDN

SDN Home > Download Center >

Download Java SE Runtime Environment 6u23 for Windows, Multi-language

Download Information and Files

Instructions: Click the file name to start the download.

Available Files

| File Description and Name | Size |
|---|----------|
| Offline Installation jre-6u23-windows-i586.exe | 15.79 MB |

Optional Files

| File Description and Name | Size |
|--|---------|
| Online Kernel Installation jre-6u23-windows-i586-ik.exe | 0.84 MB |
| Online Installation jre-6u23-windows-i586-rtw.exe | 0.84 MB |

File Download - Security Warning

Do you want to run or save this file?

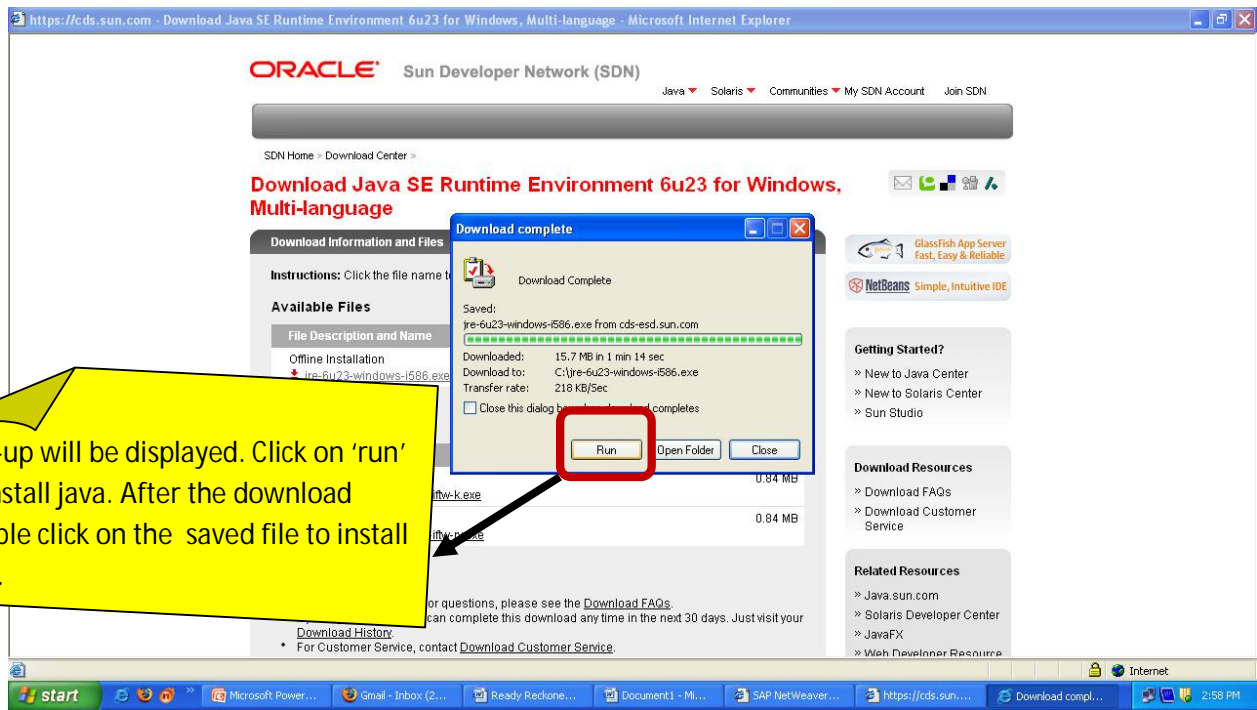
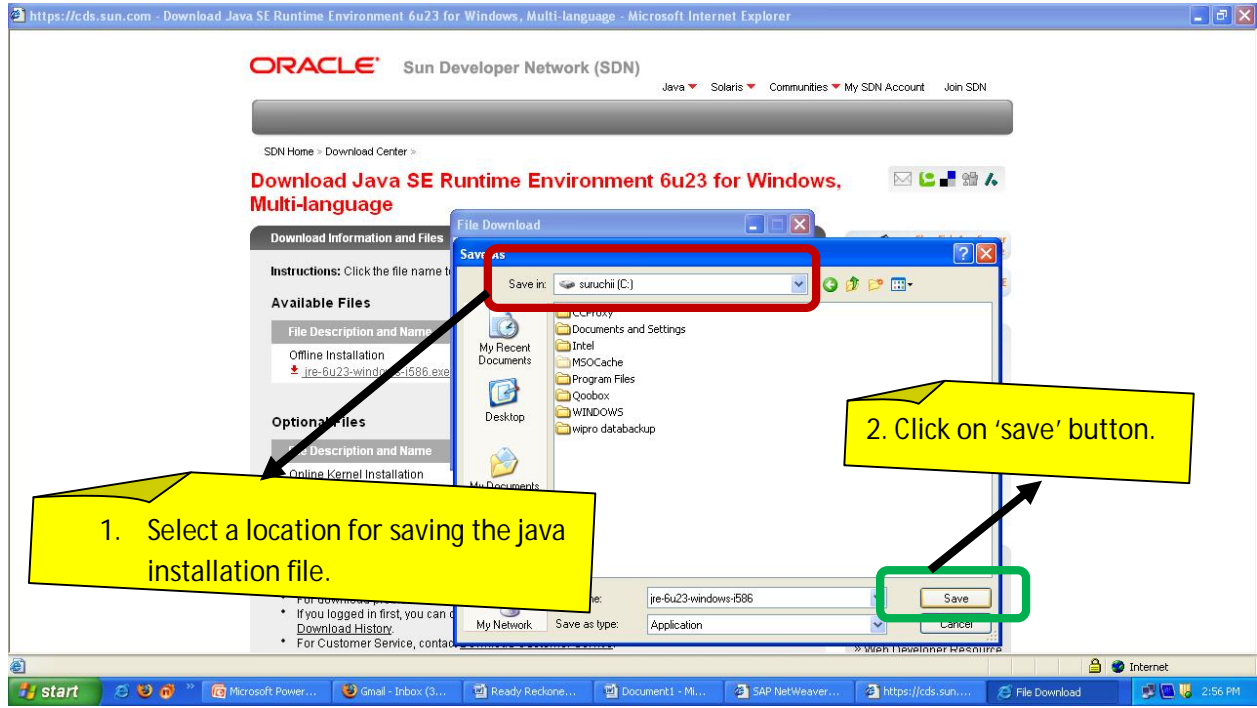
Name: jre-6u23-windows-i586.exe
Type: Application, 15.7 MB
From: cds-esd.sun.com

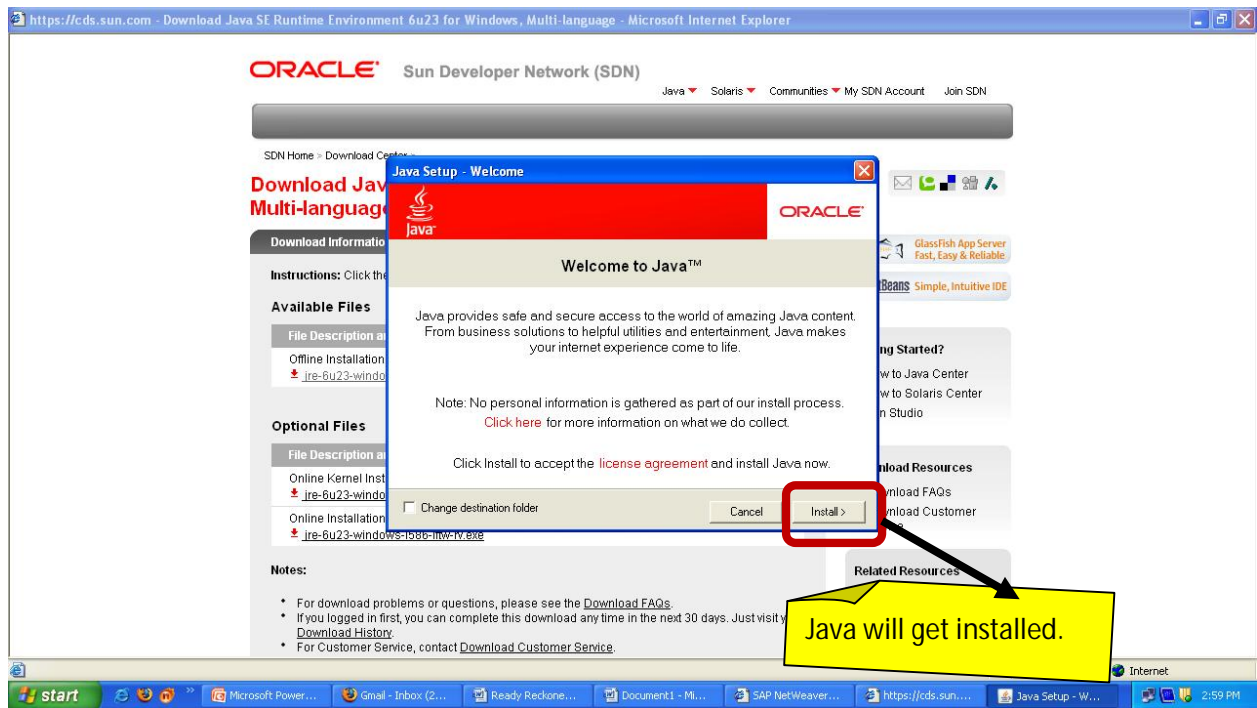
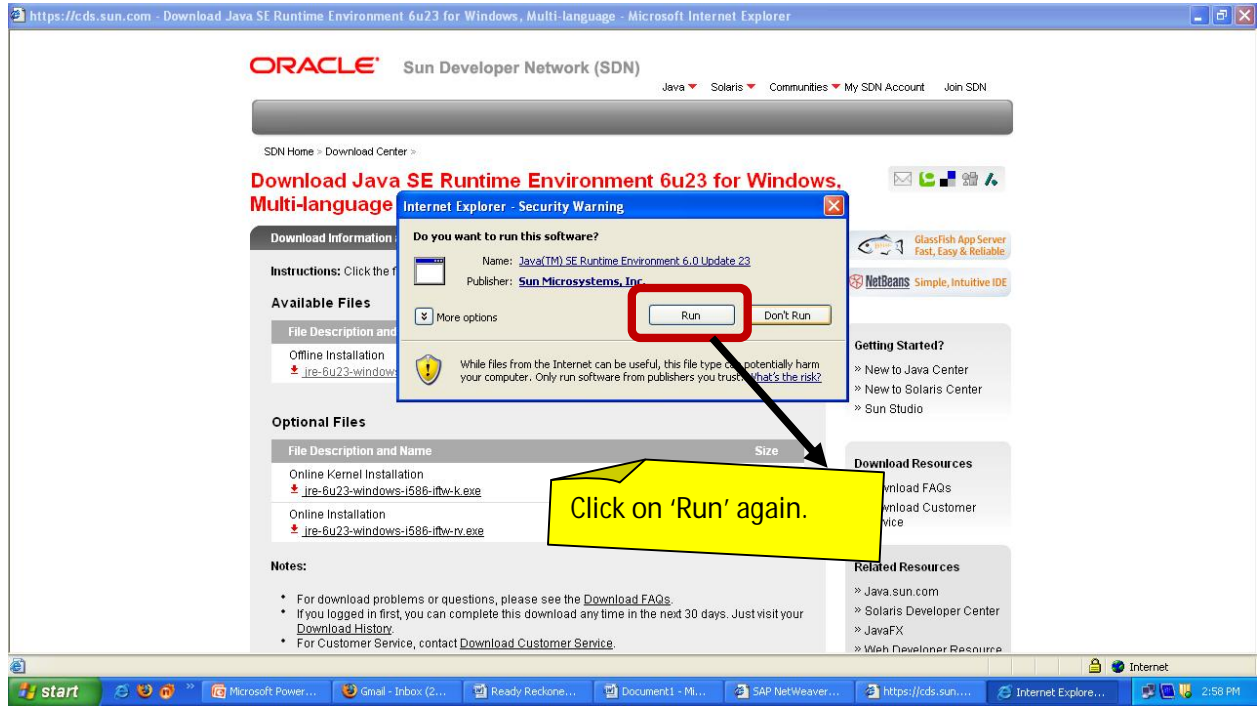
Run Save Cancel

While files from the Internet can be useful, this file type can potentially harm your computer. If you do not trust the source, do not run or save this software. [What's the risk?](#)

A dialog box will appear and then click on 'Save' button

start Microsoft Power... Gmail - Inbox (2... Ready Reckone... Document1 - Mi... SAP NetWeaver... https://cds.sun... File Download 2:56 PM





Note : On successful installation of Java, message as above will be displayed. Restart the browser after the successful I installation of Java.

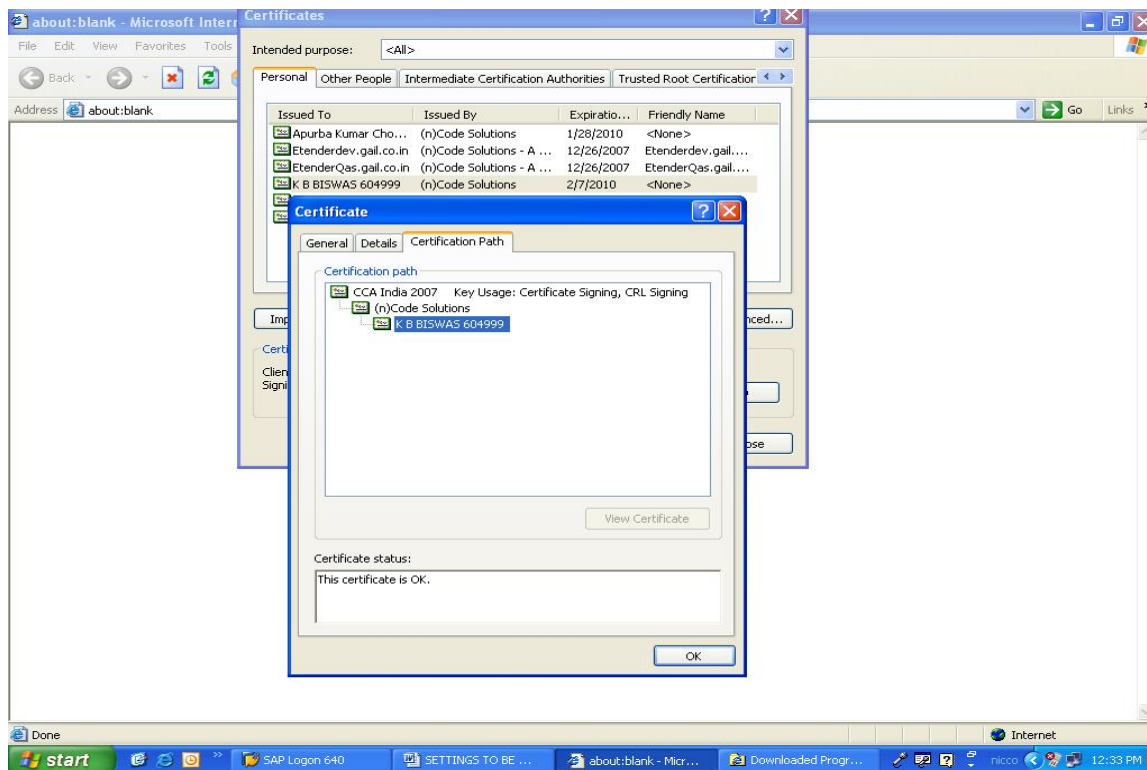
2. *Following settings are required to be carried out in pc/laptop for proper functioning of digital signature in Gail e-tender application. Before using e-tender site for bidding, ensure that the below mentioned settings in pc/laptop are properly configured.*

| | |
|--------|--|
| Step 1 | Open internet explorer → tools → internet options → security tab trusted sites → sites → add the site: https://etender.gail.co.in. |
| Step 2 | Open internet explorer → tools → internet options → security tab trusted sites → custom level → disable the ‘use pop-up blocker’ option under the head ‘miscellaneous’ and set custom setting to low or medium. Press ok button to save the settings. |
| Step 3 | Open internet explorer → tools → internet options → privacy tab → untick the block pop-up check box. Press ok button to save the settings. |
| Step 4 | Turn off pop-up blocker / remove any toolbar programs like rediff toolbar, yahoo toolbar etc from your PC using add/remove programs. |

3. INSTALLATION OF DIGITAL SIGNATURE E-TOKEN DRIVER CD

Install the driver cd of digital signature e-token in consultation with the vendor from where the digital signature certificate is purchased. After installation of the driver cd, attach the e-token in your system usb port. Perform the following check to ensure that the digital signature is proper and its driver is installed properly:

1. Go to tools ->internet options->contents->certificates, click on certificate.
2. After clicking on certificate, the name of the person to whom the certificate is issued will appear.
3. Click on the name (refer the screen shot below)



4. Check that when you click on certification path the certificate hierarchy generally appears in the following manner.

i) CCA India 2007

ii) Name of the issuing authority (say TCS ,
Safes crypt or (n) code solutions etc)

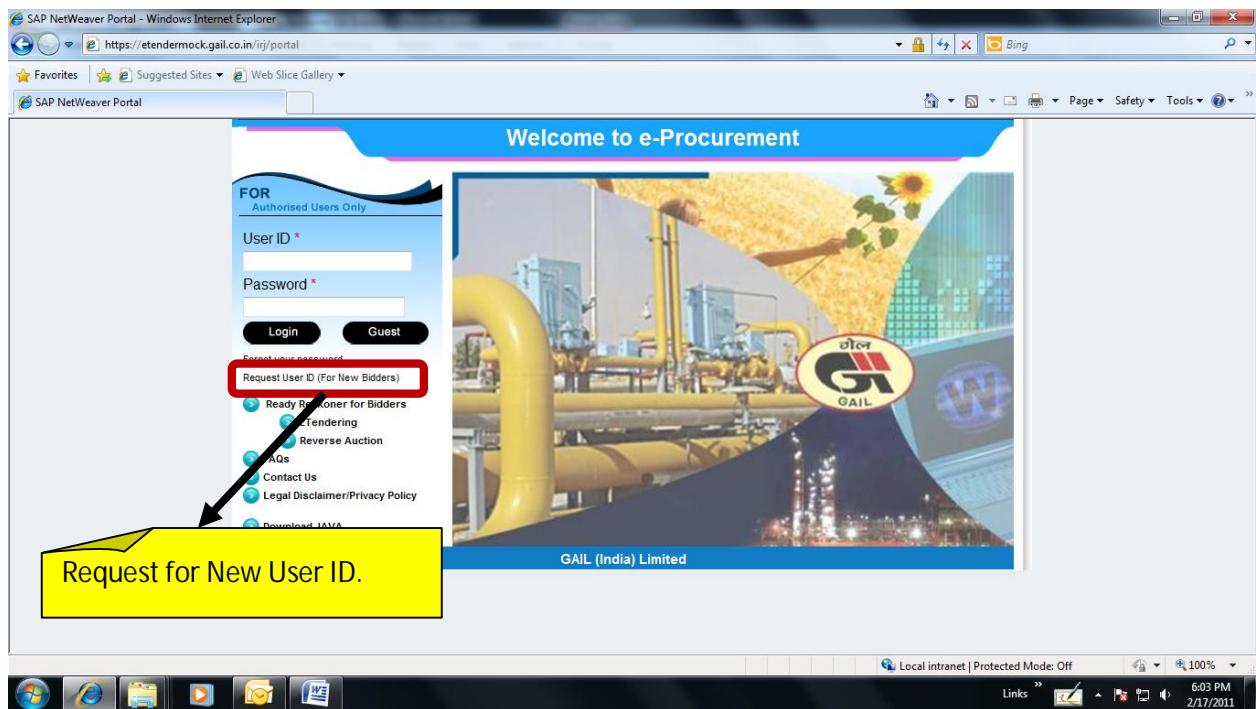
iii) Name of the person to whom the digital Signature is issued.

In case the root of the hierarchy i.e. CCA India 2007 does not appear, and then consult the certificate provider.

4. BIDDING PROCESS

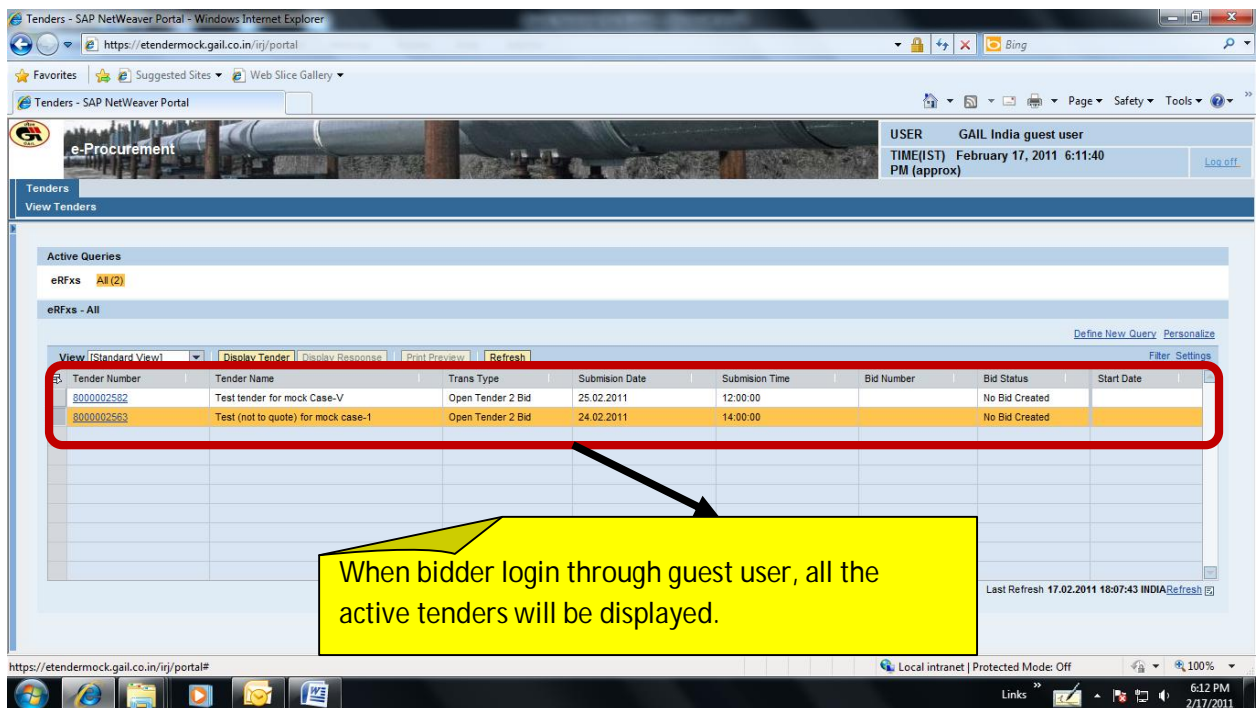
1. OBTAINING VALID USER ID

The option 'Request user id (for new bidders)' is available in the home page/login page of e-tender portal (<https://etender.gail.co.in>). This option is to be used by the bidder only once for obtaining user id & password and not be carried out for every tender of Gail. Hence this process is required for new bidders only who are first time participating in e-tender. Also refer FAQs for 'How do I get a Valid User ID to access GAIL e-procurement'



2. DOWNLOADING THE PURCHASER'S DOCUMENTS:

- In the home page of e-tender site of Gail (<https://etender.gail.co.in>), click on *guest user* [Refer above screenshot]
- Active tenders will be displayed on the screen.
- Click on the respective *tender no* or select the record and click on '*display tender*'

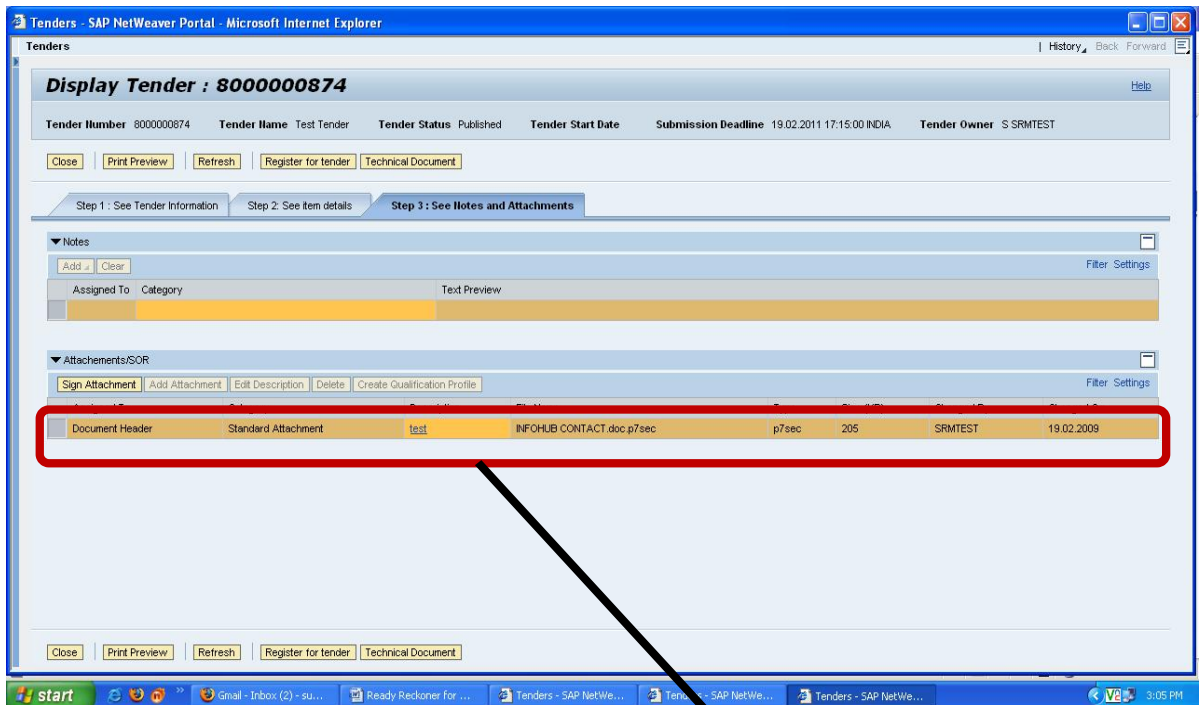


The screenshot shows the SAP NetWeaver Portal e-Procurement interface. The user is logged in as 'GAIL India guest user'. The page displays a list of active tenders under the heading 'View Tenders'. A red box highlights the following table:

| Tender Number | Tender Name | Trans Type | Submission Date | Submission Time | Bid Number | Bid Status | Start Date |
|---------------|-------------------------------------|-------------------|-----------------|-----------------|------------|----------------|------------|
| 8000002582 | Test tender for mock Case-V | Open Tender 2 Bid | 25.02.2011 | 12:00:00 | | No Bid Created | |
| 8000002583 | Test (not to quote) for mock case-I | Open Tender 2 Bid | 24.02.2011 | 14:00:00 | | No Bid Created | |

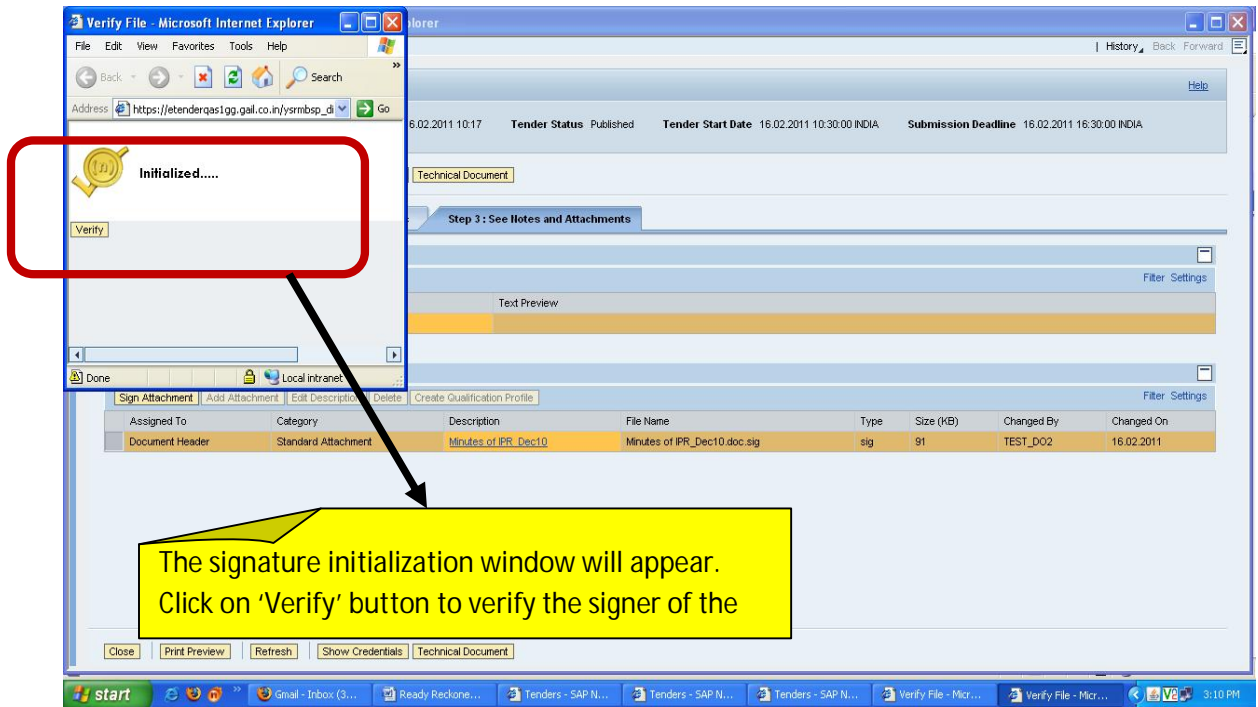
A yellow callout box with a black arrow pointing to the table contains the text: "When bidder login through guest user, all the active tenders will be displayed."

The tender detail will be displayed on the screen: Refer the below screenshot. Click on 'Notes & Attachment' tab. The SOR attachment of purchaser will appear as per highlighted in the screen.

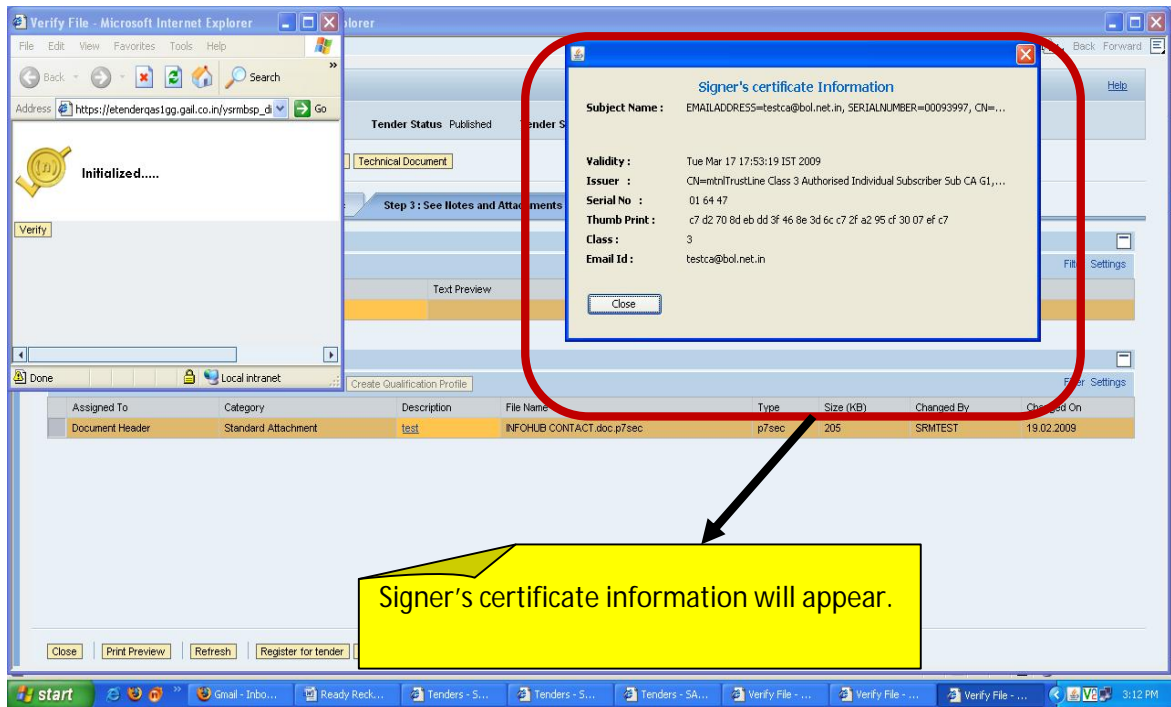


The tender detail will be displayed. The bidders can download the attachment by clicking on the attachment.

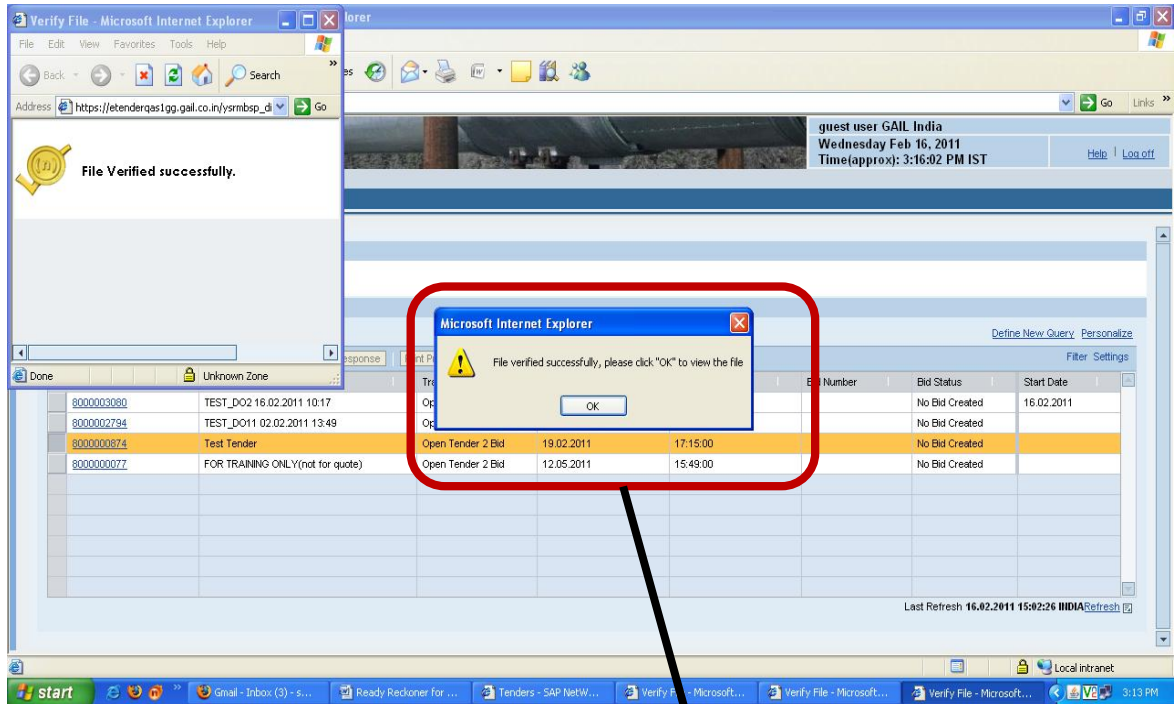
Click on the attachment link. The signature initialization window will appear. Then click on 'verify' button to verify the signer of the file.



Refer the signer's certificate information as per the screenshot. Click on 'close' button, the 'file verification successful' message will appear on the screen.

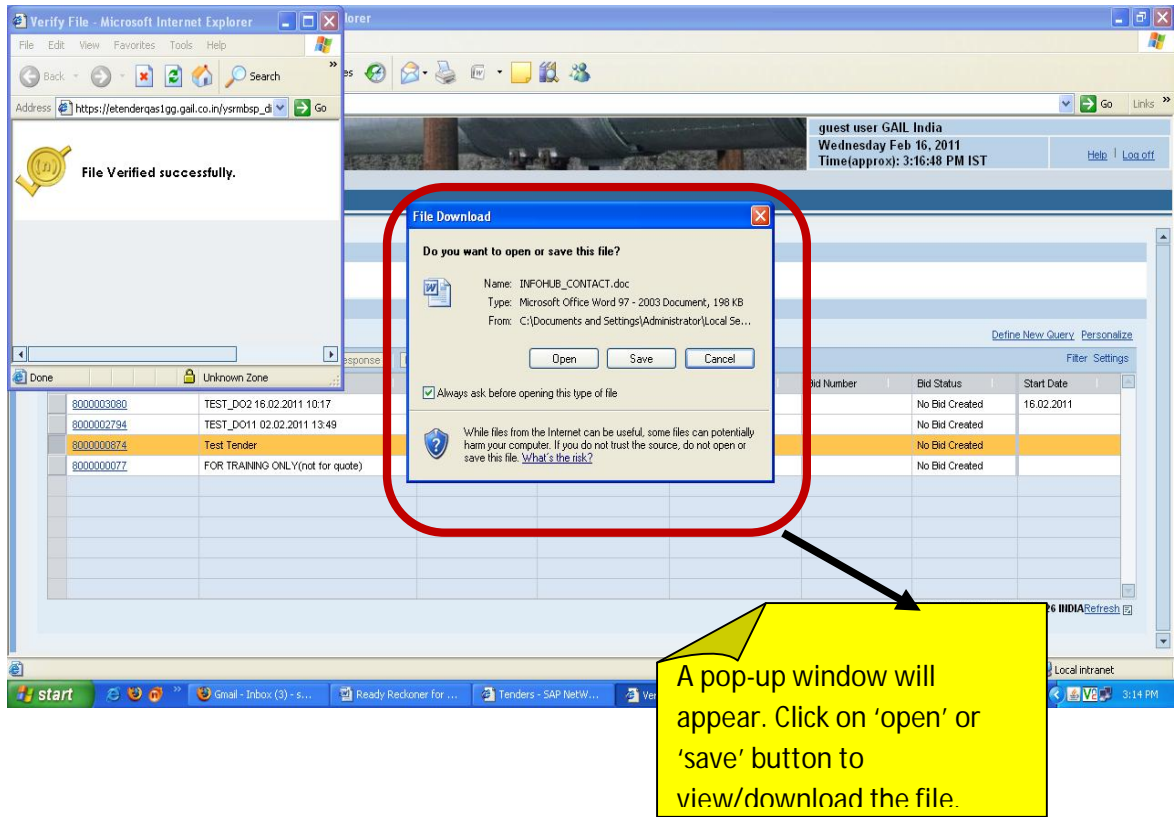


Click on 'OK' to view the content of the file.

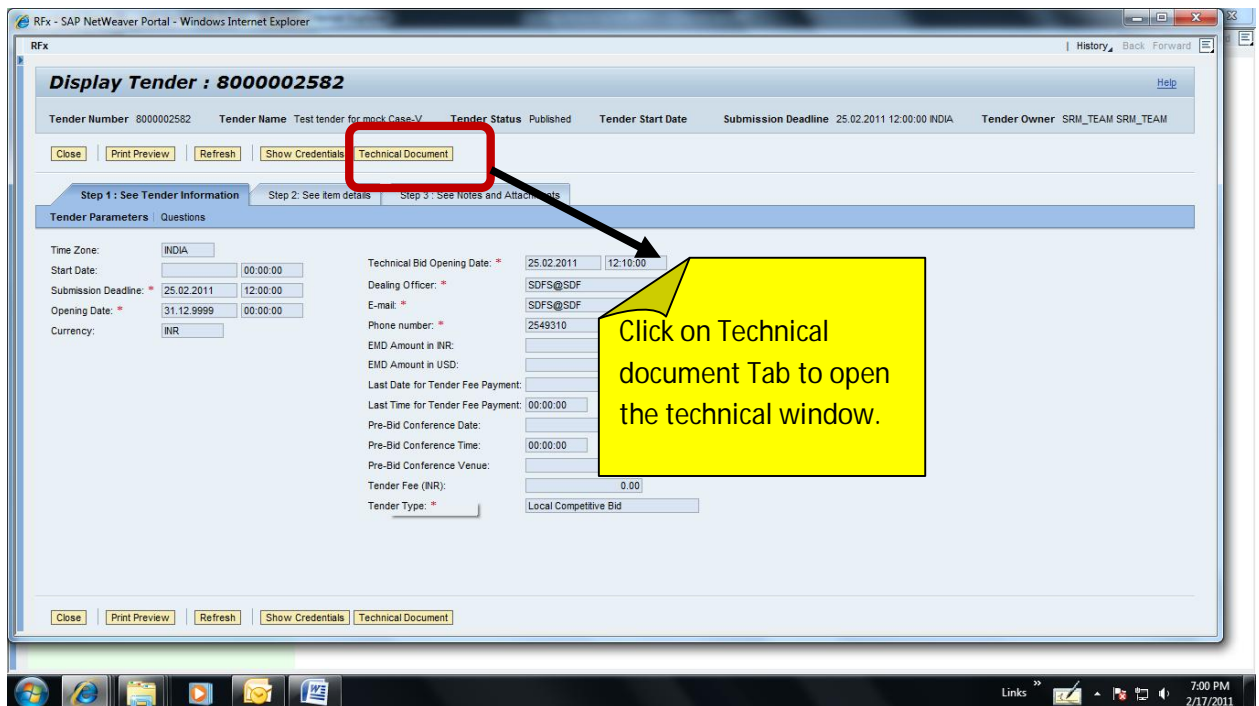


A dialog box with the message "File Verified Successfully" will appear. Click on 'ok' button to view the contents of file.

Click on 'open' or 'save' to view/download the SOR file.

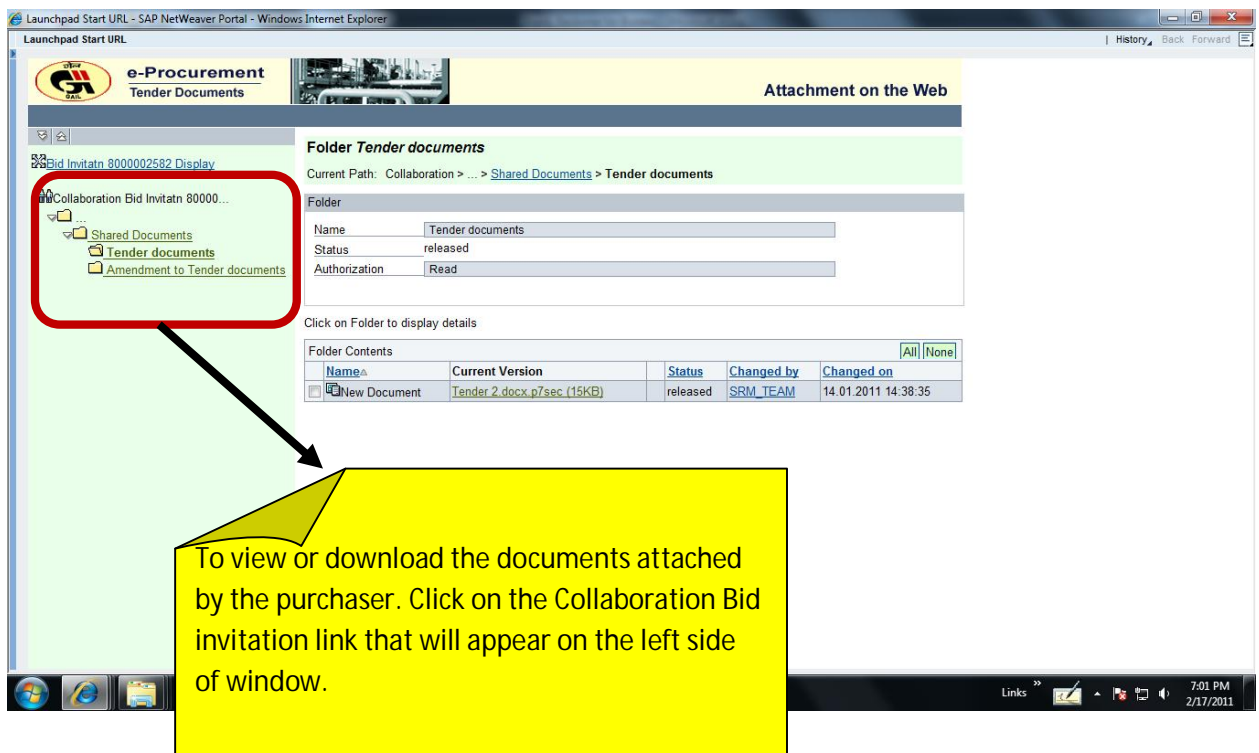


Click on 'Technical Document' to open the technical window. The technical window folder structure will be different for tenders published before 13.02.2011 and for tenders published after 20.02.2011.



The technical window for tenders published before 13.02.2011 will appear as per below screen. Expand the folder ‘ Case folder for bid invitation’ then further expand ‘Shared Document’ folder to see the folder ‘Tender document’ & “Amendment to tender document’ [Refer the screenshot]

Select the ‘Tender document’ folder, the attachment files will appear on the right side. Click on the file attachment under ‘Current version’ to verify and download the file.



The technical window for tenders published after 20.02.2011 will appear as per below screen. Select the subfolders under the folder ‘PUBLIC’ [Refer the screenshot]

Check the individual subfolders under ‘PUBLIC’ folder for files attached by dealing officer. The attached files will appear on the right side of the window. Click on the attachment under ‘Current Version’ to download the file as explained in previous screenshot.

Folder 1 INDEXING
 Current Path: Collaboration > Folder > PUBLIC > 1 INDEXING

Folder Details:
 Name: 1 INDEXING
 Authorization: Write

Click on Folder to display details

| Name | Current Version | Status | Changed by | Changed on |
|--------------|-----------------------|--------|------------|---------------------|
| New Document | Book1.xlsx.sig (10KB) | OK | TEST_GG2 | 14.02.2011 05:36:35 |

1. Click on the folder under public area to see the list of the attachments.

2. Click on the link to download or view the attachments.

3. UPLOADING THE BIDS

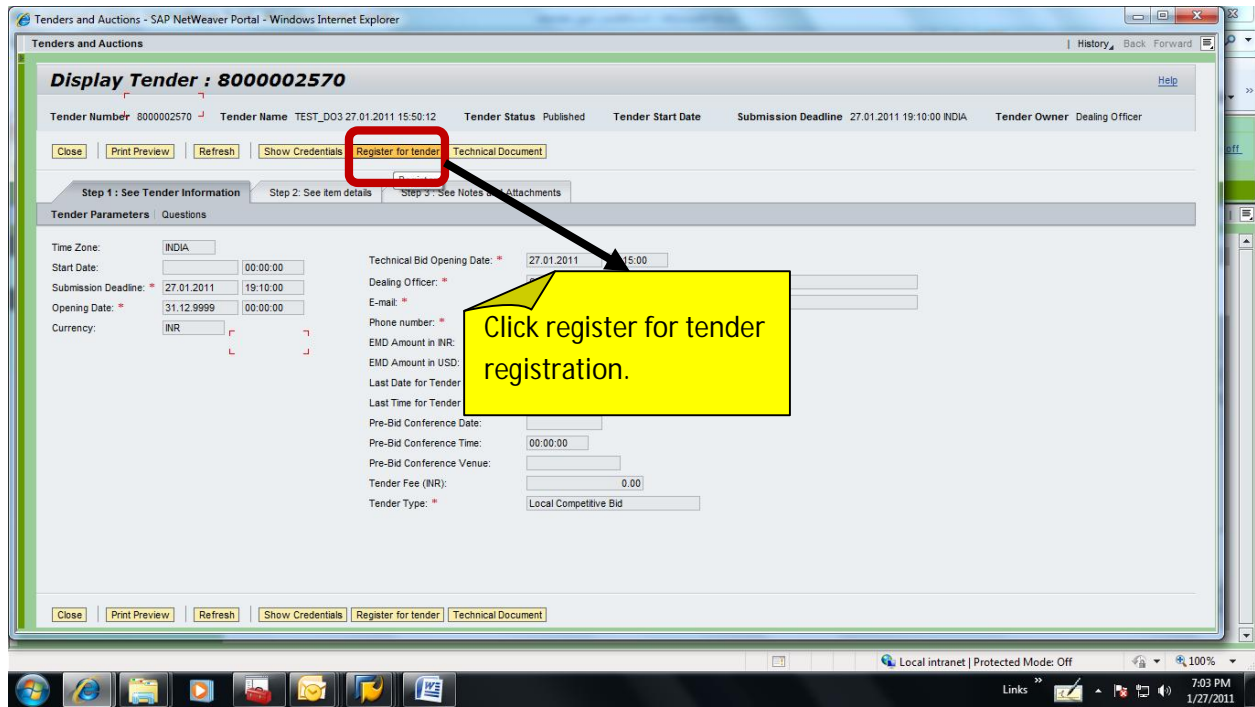
Bidder logs into the portal using his user id & password. The active tenders will be displayed [refer the screenshot].

Select the tender and click on 'display tender' button.

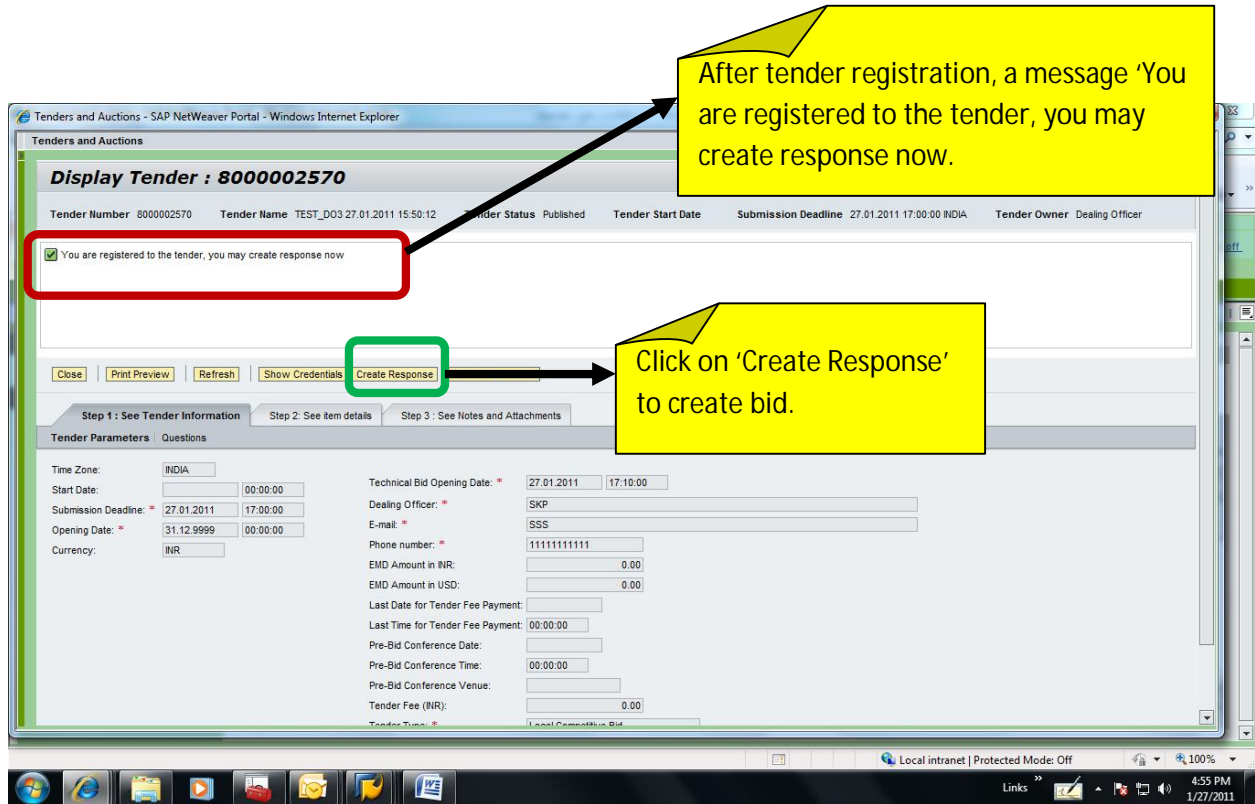
The screenshot shows the SAP NetWeaver Portal e-Procurement interface. The browser address bar displays <https://etenderqas1.gail.co.in/irj/portal>. The page title is "Tenders and Auctions - SAP NetWeaver Portal". The user is logged in as "A N INSTRUMENTS PVT. LTD." with a time of approximately 4:54:39 PM IST. The interface includes a navigation menu on the left with "Tenders and Auctions" selected. The main content area shows "Active Queries" for "eRFxs" (46) and "eAuctions" (6). A table of tenders is displayed with columns: Tender Number, Trans Type, Submission Date, Submission Time, Bid Number, Bid Status, and Start Date. The "Display Tender" button is highlighted with a red box and a yellow callout box labeled "2. Click on 'Display tender' tab.". The first row of the table is highlighted in green and has a yellow callout box labeled "1. Select the applicable tender." pointing to it. The table data is as follows:

| Tender Number | Trans Type | Submission Date | Submission Time | Bid Number | Bid Status | Start Date |
|----------------------|-------------------|-----------------|-----------------|------------|----------------|------------|
| 8000002570 | Open Tender 2 Bid | 27.01.2011 | 17:00:00 | | No Bid Created | |
| 8000002569 | Open Tender 1 Bid | 28.01.2011 | 00:00:00 | 9000006883 | Submitted | |
| 8000002568 | Open Tender 2 Bid | 28.01.2011 | 00:00:00 | 9000006881 | Submitted | |
| 8000002565 | Open Tender 2 Bid | 28.01.2011 | 12:55:00 | 9000006880 | Submitted | |
| 8000002563 | Open Tender 2 Bid | 27.01.2011 | 13:20:00 | 9000006878 | Submitted | |
| 8000002561 | Open Tender 1 Bid | 25.01.2011 | 19:10:00 | 9000006869 | Submitted | |
| 002 25.01.2011 15:06 | Open Tender 2 Bid | 25.01.2011 | 16:32:00 | 9000006865 | Submitted | |
| 002 25.01.2011 12:26 | Open Tender 2 Bid | 25.01.2011 | 12:50:00 | 9000006861 | Submitted | |
| 003 24.01.2011 16:53 | Open Tender 1 Bid | 24.01.2011 | 20:00:00 | 9000006859 | Submitted | |

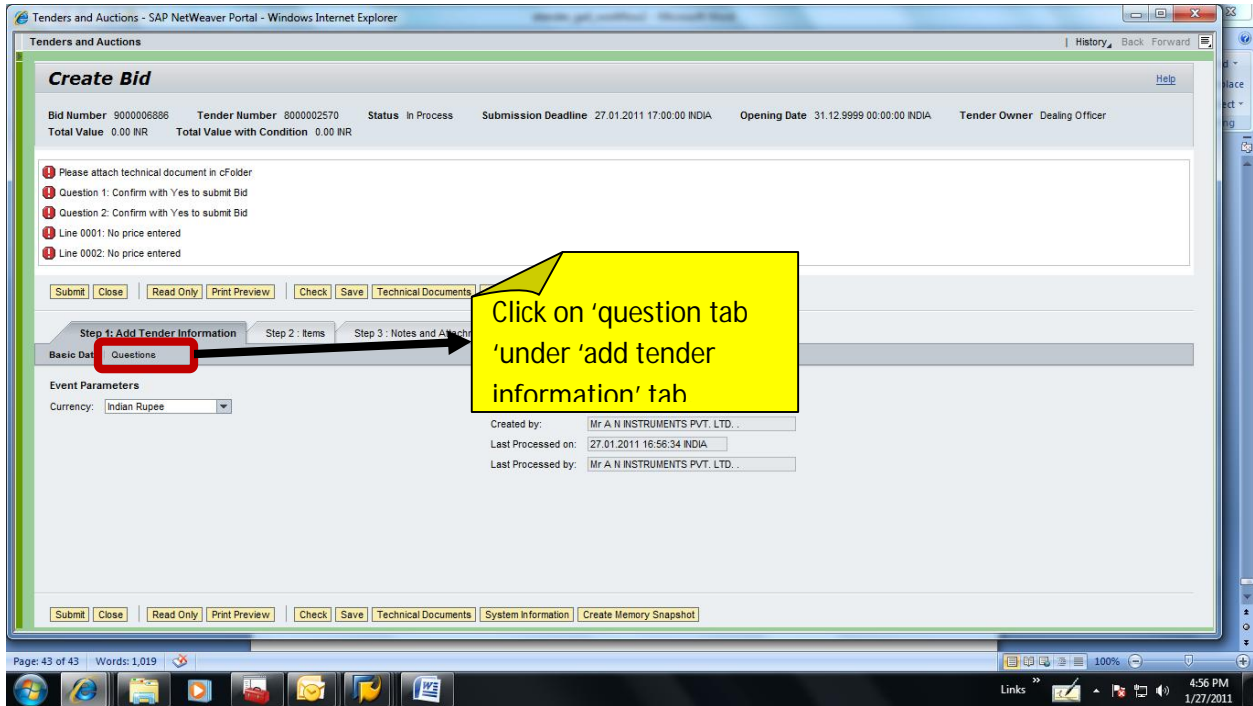
The tender details will be displayed as per Screenshot. Click on register for tender for registration.



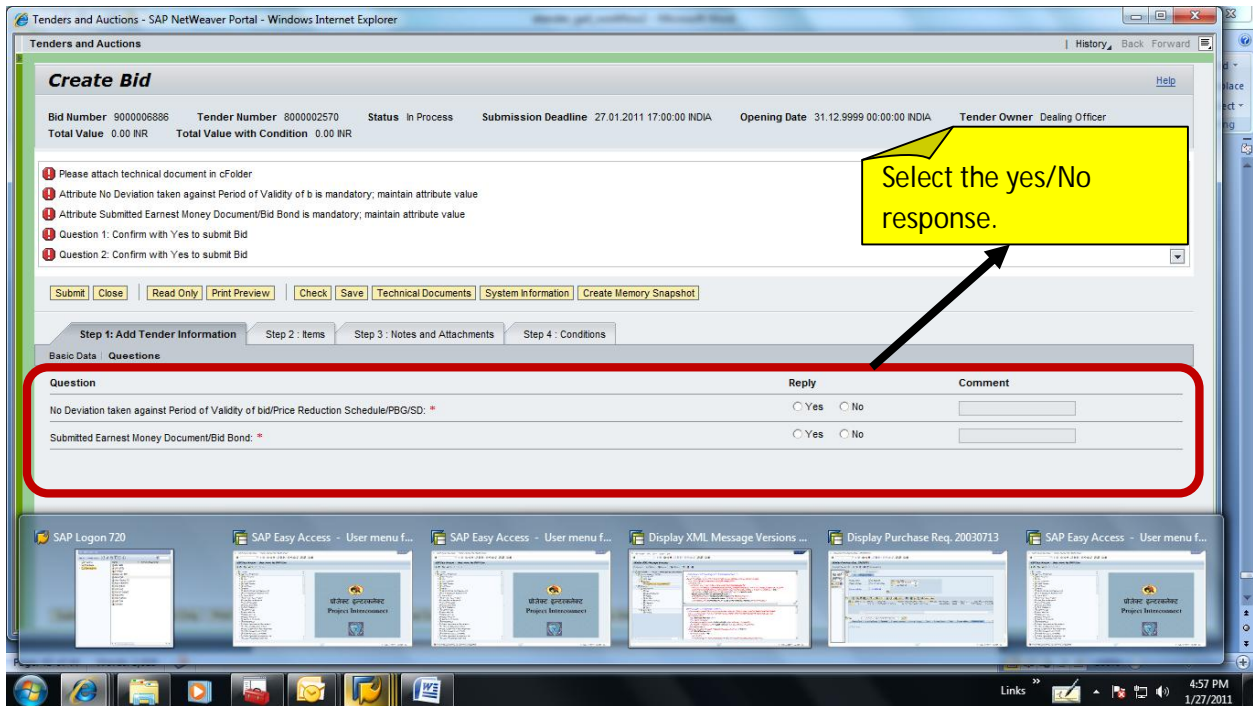
Click on 'create response' button to create bid.



Click on Questions under the tab 'Add Tender Information' as per below screenshot.



Click on Radio button (Yes/No) for reply to questions.



In case the 'condition tab' appears as below screen, bidder need to quote the basic price along with header & item condition price under the 'condition tab'.

1. Click on the 'condition tab'. to enter prices

| Level | Condition Type | Amount (in %) | Price per | Price Unit |
|---------------|----------------------|---------------|-----------|------------|
| Header | Sales Tax/VAT/ST (%) | 35 | 0 | |
| Header | EXCISE DUTY (%) | 15 | 0 | |
| Header | FREIGHT (%) | 12 | 0 | |
| Item 1 - test | BASIC PRICE | 145 | 1 | NUM |

2. Enter the basic price & conditions as applicable either in % or amount

In case no 'Condition' tab appears, the bidder needs to quote the rates in SOR file and upload the same under 'notes & attachment' tab.

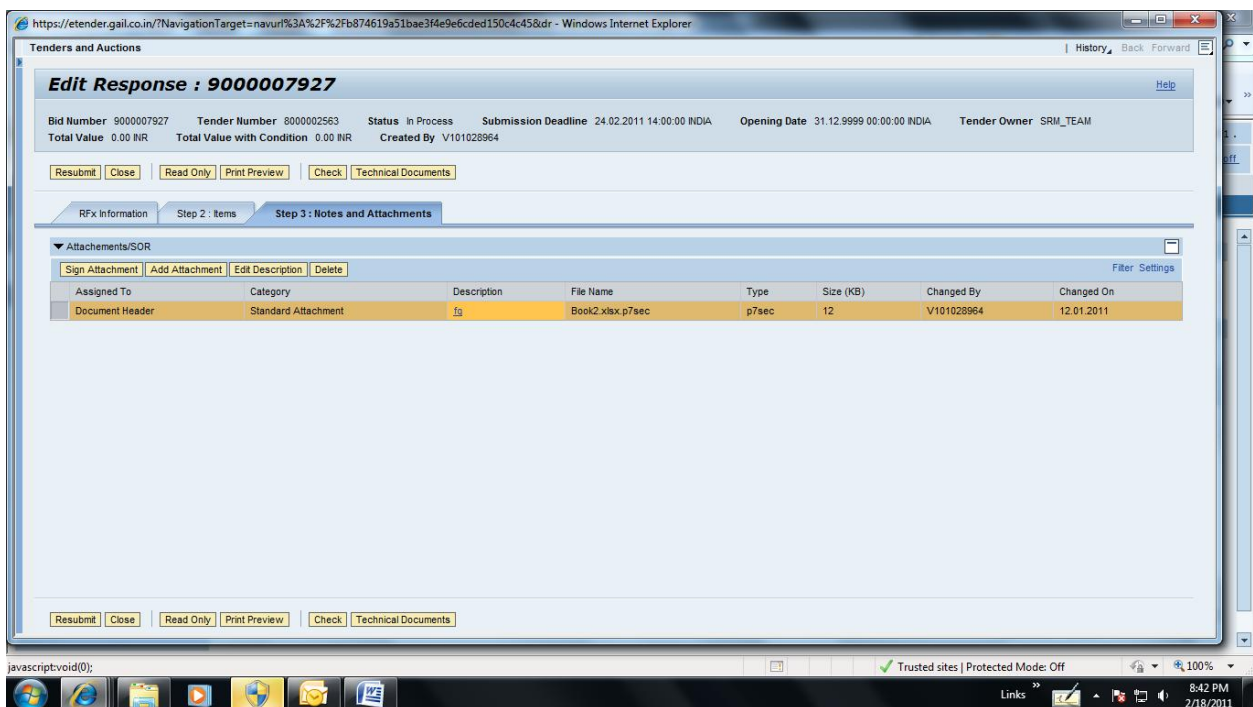
Click on the 'Notes & attachment'.

Click on 'Sign attachment'

Click on 'Sign File'. Browse for the original file to be signed. The digital certificate will appear on the screen. Select the certificate and click on OK. The file will get signed and signed file with extension sig will be created.

Click on 'Add Attachment'. Browse for the signed file i.e file with extension sig. Then click on 'OK'. The file will get uploaded as per the screenshot.

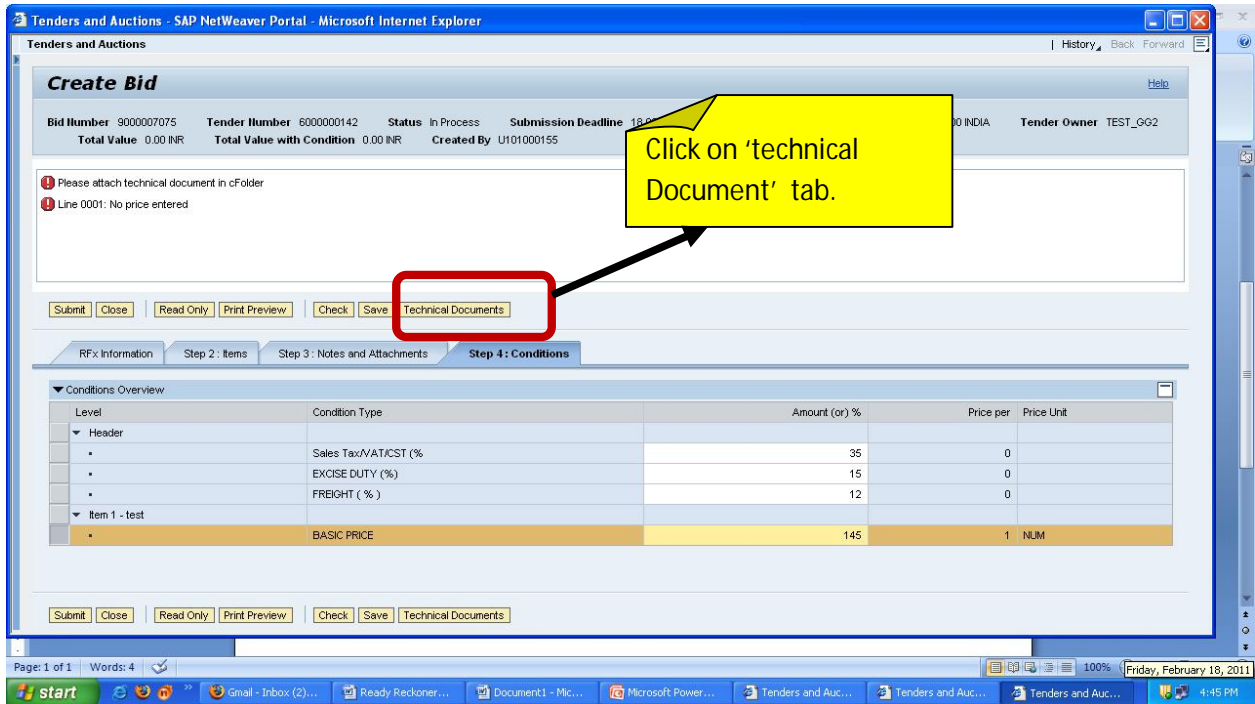
After uploading of the SOR file save the bid by clicking on 'Save'.



The screenshot displays the 'Edit Response : 9000007927' page in a web browser. The page header includes navigation links like 'History', 'Back', and 'Forward'. Below the title, there are fields for Bid Number (9000007927), Tender Number (8000002563), Status (In Process), Submission Deadline (24.02.2011 14:00:00 INDIA), Opening Date (31.12.9999 00:00:00 INDIA), and Tender Owner (SRM_TEAM). There are also fields for Total Value (0.00 INR) and Total Value with Condition (0.00 INR). Below these fields are buttons for 'Resubmit', 'Close', 'Read Only', 'Print Preview', 'Check', and 'Technical Documents'. The main content area is divided into tabs: 'RFX Information', 'Step 2 : Items', and 'Step 3 : Notes and Attachments'. Under 'Step 3 : Notes and Attachments', there is a section for 'Attachments/SOR' with buttons for 'Sign Attachment', 'Add Attachment', 'Edit Description', and 'Delete'. A table below this section lists attachments with columns: Assigned To, Category, Description, File Name, Type, Size (KB), Changed By, and Changed On. The table contains one entry: 'Document Header' under Assigned To, 'Standard Attachment' under Category, 'is' under Description, 'Book2.xlsx.p7sec' under File Name, 'p7sec' under Type, '12' under Size (KB), 'V101028964' under Changed By, and '12.01.2011' under Changed On. At the bottom of the page, there are more buttons: 'Resubmit', 'Close', 'Read Only', 'Print Preview', 'Check', and 'Technical Documents'. The browser's address bar shows the URL: 'https://etender.gail.co.in/?NavigationTarget=navurl%3A%2F%2Fb874619a51bae3f4e96cdd150c4c45&dr'. The Windows taskbar at the bottom shows the system clock as 8:42 PM on 2/18/2011.

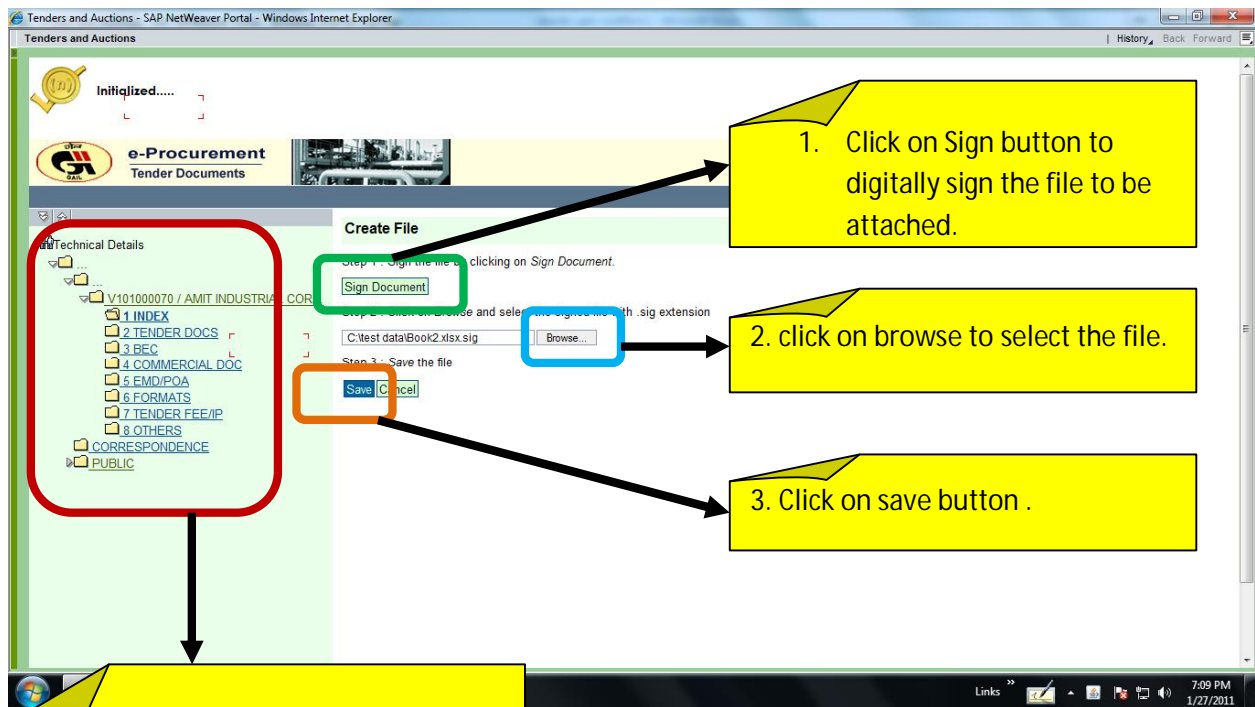
| Assigned To | Category | Description | File Name | Type | Size (KB) | Changed By | Changed On |
|-----------------|---------------------|-------------|------------------|-------|-----------|------------|------------|
| Document Header | Standard Attachment | is | Book2.xlsx.p7sec | p7sec | 12 | V101028964 | 12.01.2011 |

Click on 'Technical document' tab to attach /upload technical documents.



Click on 'Index Folder' to attach the Index containing the list of documents attached/uploaded for the tender. Subsequently upload the documents under the respective folder.

To upload document under a folder, Select the folder under which the documents are to be uploaded. Then click on 'sign' for signing the document. After successful signature of file, click on browse to select the sign file (.sig). Click on 'save' button to upload the file. In the same way, file can be created and uploaded in other folders.



To upload your own documents to the collaboration Bid invitation Folder, click on the link with the name 'Bid <Bid Number> <Vendor Name>' which will be available on the left side of the window. Click on the index to create a file.

The file has been uploaded as per the screenshot. After uploading all the files, close the technical window.

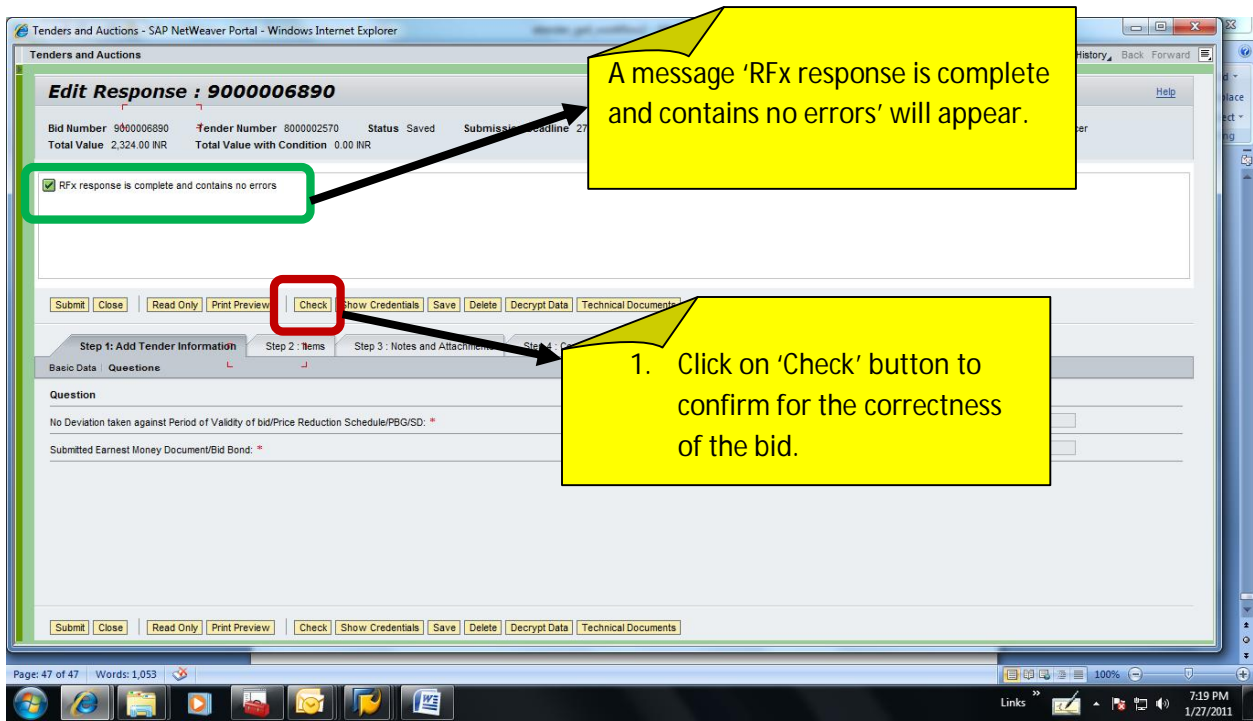
The screenshot displays the SAP NetWeaver Portal interface for e-Procurement. The main content area shows a folder named '1 INDEX' with a table of its contents. A red box highlights the first row of the table, which contains a document named 'New Document' with a current version of 'Book2.xlsx.sig (10KB)', status 'OK', and changed by 'AMIT INDUSTRIAL CORPORATION' on '27.01.2011 19:10:00'. A green circle highlights the 'Close' button in the top right corner of the browser window. Two yellow callout boxes provide instructions: one pointing to the document row and another pointing to the 'Close' button.

| Name | Current Version | Status | Changed by | Changed on |
|--------------|-----------------------|--------|-----------------------------|---------------------|
| New Document | Book2.xlsx.sig (10KB) | OK | AMIT INDUSTRIAL CORPORATION | 27.01.2011 19:10:00 |

1. Document uploaded by you will be displayed with the name of the contact person under 'changed by'.

2. After successfully uploading the file, please make sure that all the required information is correct and then click on 'Close' button

Click on 'check button' to confirm the correctness of the bid. Then click on 'submit' button for bid submission.

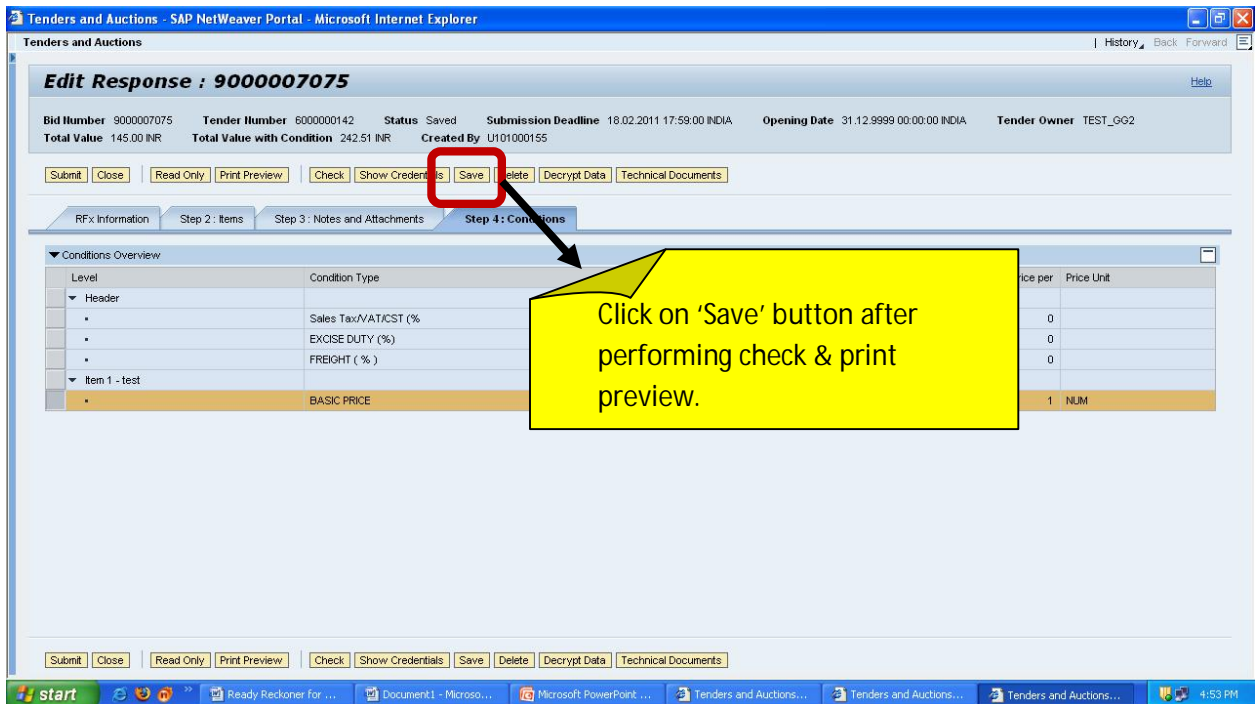
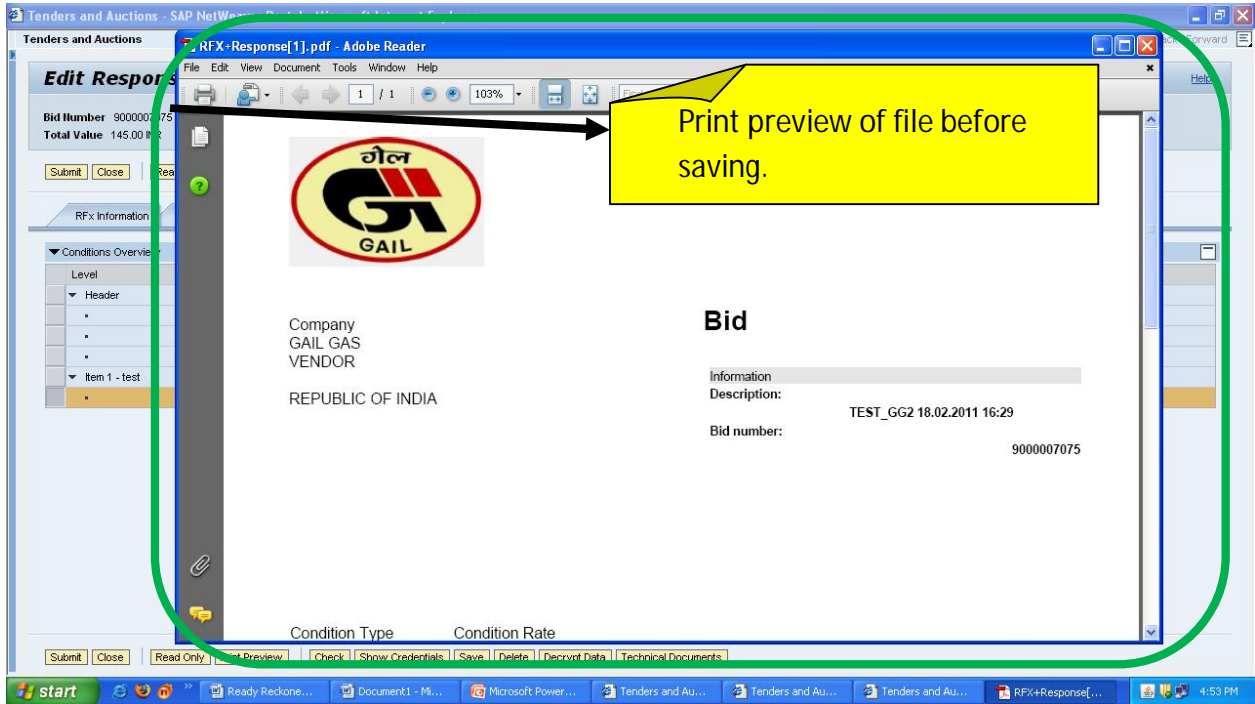


1. Click on 'print preview' button before saving the bid.

2. A file download window will appear for preview of the document.

1. Click on 'Open' or 'Save' button for opening the

The screenshot shows the 'Edit Response : 900007075' page in the SAP NetWeaver Portal. The page includes fields for Bid Number (900007075), Tender Number (600000142), Status (Saved), Total Value (145.00 INR), Total Value with Conditions (142.51 INR), and Created By (U101000155). A toolbar contains buttons for Submit, Close, Read Only, Print Preview, Check, Show Credentials, Save, Delete, Decrypt Data, and Technical Documents. The 'Print Preview' button is highlighted with a red box. Below the toolbar, there are tabs for RFX Information, Step 2: Items, Step 3: Notes and Attachments, and Step 4: Conditions. A 'Conditions Overview' table is visible, listing items like Header, Sales Tax, EXCISE DUTY, and FREIGHT. A 'File Download' dialog box is open, asking 'Do you want to open or save this file?' for 'RFX+Response.pdf' (14.1 KB) from 'etendergas1gg.gall.co.in'. The dialog has 'Open', 'Save', and 'Cancel' buttons. A green box highlights the dialog, and a yellow callout box points to it with the instruction '2. A file download window will appear for preview of the document.'. Another yellow callout box points to the 'Open' and 'Save' buttons with the instruction '1. Click on 'Open' or 'Save' button for opening the'.



Edit Response : 900007075

Bid Number 900007075 Tender Number 600000142 Status Saved Submission Deadline 18.02.2011 17:59:00 INDIA Opening Date 31.12.9999 00:00:00 INDIA Tender Owner TEST_GG2
Total Value 145.00 INR Total Value with Condition 242.51 INR Created By U101000155

Submit Close Read Only Print Preview Check Show Credentials Save Delete Decrypt Data Technical Documents

RFx Information Step 2: Items Step 3: Notes and Attachments **Step 4: Conditions**

| Level | Condition Type | Amount (or) % | Price per | Price Unit |
|---------------|------------------------|---------------|-----------|------------|
| Header | Sales Tax/VAT/ACST (%) | 35.00 | 0 | |
| | EXCISE DUTY/STAMP | 15.00 | 0 | |
| | | 12.00 | 0 | |
| Item 1 - test | | 145.00 | 1 | NUM |

Submit Close Read Only Print Preview Check Show Credentials Save Delete Decrypt Data Technical Documents

start Ready Reckoner for ... Document1 - Micro... Microsoft PowerPoint ... Tenders and Auctions... Tenders and Auctions... Tenders and Auctions... 4:53 PM

Confirmation dialog for submission will be displayed. Click on 'Ok' for submission

Edit Response : 900006890

Bid Number 900006890 Tender Number 6000002570 Status Saved Submission Deadline 27.01.2011 19:30:00 INDIA Opening Date 31.12.9999 00:00:00 INDIA Tender Owner Dealing Officer
Total Value 2,324.00 INR Total Value with Condition 0.00 INR

RFX response is complete and contains no errors

Submit Close Read Only Print Preview Check Show Credentials Save Delete

Step 1: Add Tender Information Step 2: Items Step 3: Notes and Attachments **Step 4: Conditions**

Basic Data Questions

Question

No Deviation taken against Period of Validity of bid/Price Reduction Schedule/PBG/SD. *

Submitted Earnest Money Document/Bid Bond: *

Reply

Comment

Yes No Yes No

Target Value

Do you want to Submit the Bid?

OK Cancel

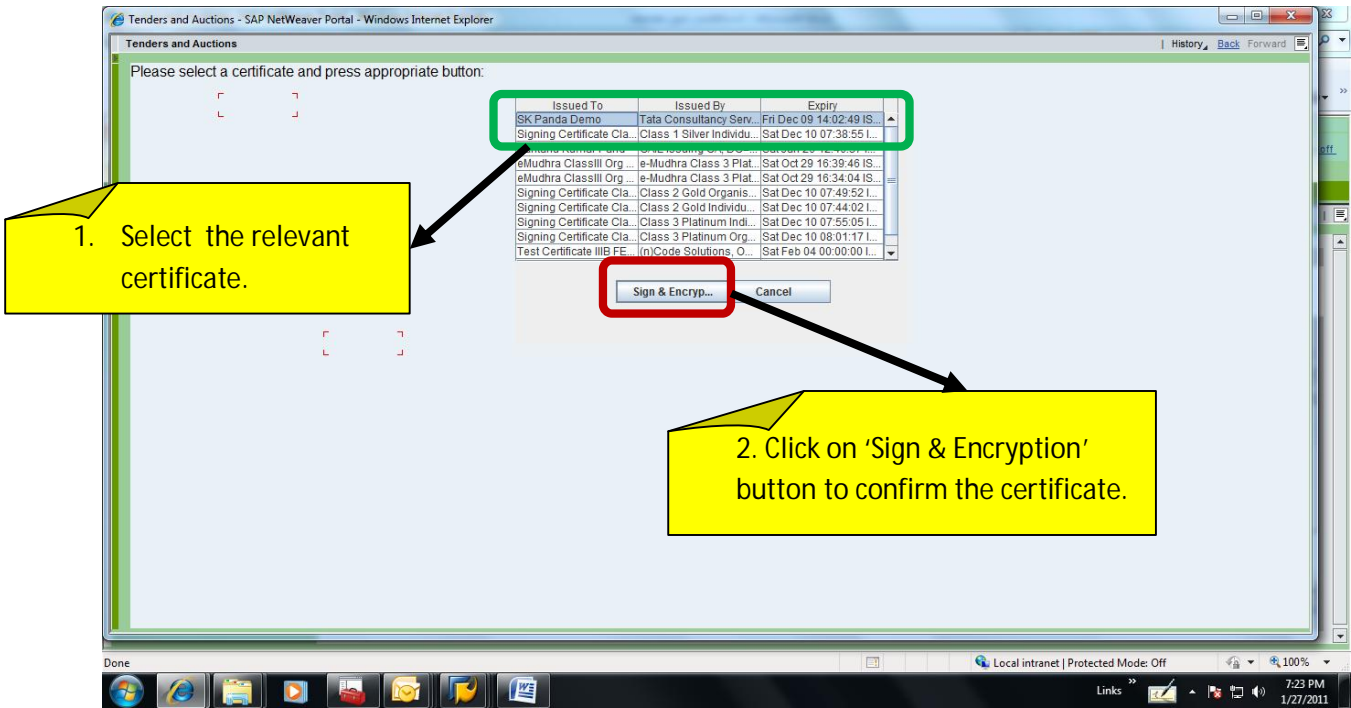
A pop-up window will appear for bid submission confirmation. Click on 'Ok' Button.

Submit Close Read Only Print Preview Check Show Credentials Save Delete Decrypt Data

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After confirmation, certificate will appear.

Select the relevant certificate and click on 'Sign & encryption' button.



The message 'RFX Response submitted' will appear.

The screenshot displays the 'Display Response' page for bid number 9000006890. The status is 'Submitted'. A red box highlights three green checkmark messages: 'RFX response 9000006890 submitted', 'RFX response is complete and contains no errors', and 'RFX response is complete and contains no errors'. A yellow callout box with an arrow points to these messages, containing the text: 'A message 'RFX response submitted' will appear.'

Display Response : 9000006890

Bid Number: 9000006890 | Tender Number: 8000002570 | Status: Submitted | Submission Deadline: 27.01.2011 19:30:00 INDIA | Opening Date: 31.12.9999 00:00:00 INDIA | Tender Owner: Dealing Officer

Total Value: XXXXX INR | Total Value with Condition: XXXXX INR

- RFX response 9000006890 submitted
- RFX response is complete and contains no errors
- RFX response is complete and contains no errors

Buttons: Edit, Close, Refresh, Show Credentials, Withdraw, Decrypt Data, Technical Documents

Navigation: RFX Information | **Step 2 : Items** | Step 3 : Notes and Attachments | Step 4 : Conditions

| Line Number | Description | Item Type | Product ID | Required Quantity | Quoted Quantity | Unit | Price | Currency | Total Basic Value | Total Value with Condition | Internal Item Number |
|-------------|---|-----------|------------|-------------------|-----------------|------|-------|----------|-------------------|----------------------------|----------------------|
| 0001 | BEARG END COV NDE,CL/PN,2754,80/100 CSN | Material | 1810220113 | 12 | XXXXX | EA | XXXXX | INR | XXXXX | XXXXX | 1 |
| 0002 | BEARG END COV NDE,CL/PN,2754,80/100 CSN | Material | 1810220113 | 10 | XXXXX | EA | XXXXX | INR | XXXXX | XXXXX | 2 |

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5. IMPORTANT POINTS TO BE NOTED:

1. Please enter your user id & password for login to the e-tender portal for bidding. In case, password is forgotten, do not try entering password repeatedly as this will lock your user-id. Please use 'forgot your password p' option available in the home page of the portal and input the detail like e-mail id. After this process the new password will be allotted by the system and forwarded to your registered e-mail id on same day.
2. In order to successfully close /log off from the e-tendering system, click on **log off** on top right corner of the e-tender home page.
3. In case you do not logout properly as above, your transaction may get locked for some time. In this case, you may not be able to process the bid. The transaction gets automatically unlocked after 10 minutes approximately. You need to log-off from the system as explained above and re-login after 10 minutes (in case of locked transaction) to further processing your bid.
4. You need to have broadband connectivity for improved performance during bidding process.
5. Pl. Read FAQs available in the home page of the e-tender portal.
6. Bid is to be submitted in totality before due date & time.

6. DISCLAIMER:

(It may be noted that this is an effort to help bidders with short ready reckoner for uploading of bids during bidding process. For details you may read help document available in system. Gail does not stand responsible on failure to upload the bids successfully based on these instructions)



INSTRUCTIONS TO BIDDERS (ITB) – LIMITED (FOR INDIGENOUS BIDDERS)

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|---------|------------|--|
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INSTRUCTIONS TO BIDDERS (ITB)

GENERAL

1. SCOPE OF BID:

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

2. ELIGIBLE BIDDERS:

2.1 Documents Establishing Bidder's Qualification.

- 2.1.1 Bidder shall, as part of their bid, submit a written Letter in favour of Bid Signatory on Company's Letter-head authorizing the signatory of the bid to commit the bidder.
 - 2.1.2 Pursuant to qualification criteria specified in RFQ document (If applicable) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder(s) claim of meeting qualification criteria.
 - 2.1.3 The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and his qualifications to perform the contract if his bid is accepted.
 - 2.1.4 The documentary evidence of the bidder's qualifications to perform the contract if his bid is accepted, shall establish to the OWNER'S/CONSULTANT'S satisfaction that, the bidder has the financial, technical and production capacity necessary to perform the contract.
- 2.2 The invitation of bid is open only to the bidder to whom this enquiry is issued.
- 2.3 A bidder shall not be affiliated with a firm or entity:
- (i.) that has provided consulting services related to the work to the EMPLOYER during the preparatory stages of the works or of the project of which the works form a part, or
 - (ii.) that has been hired by the Employer as engineer/consultant for the contract.

2.4 The bidder shall not be under a declaration of ineligibility by EMPLOYER for corrupt or fraudulent practices as defined in ITB clause no. 38.

- 2.4.1 The bidder shall not be on holiday by GAIL or EIL or black listed by any Government Department / Public Sector on due date of submission of bid. If the documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall not be considered for opening / evaluation / award.
- 2.5 The job executed by a bidder for its own concern/ subsidiary shall not be considered as experience for the purpose of meeting the Bid Evaluation Criteria.

3. ONE BID PER BIDDER

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

4. COST OF BIDDING

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

5. SITE VISIT

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

BIDDING DOCUMENT

6. CONTENT OF BIDDING DOCUMENT

- 6.1. The Bidding Documents hosted on GAIL and EIL Websites are as stated below and should be read in conjunction with any addenda issued/hosted in accordance with clause 8 of ITB:

Volume I of II :Commercial

Volume II of II :Technical– Material Requisition.

- 6.2. The bidder is expected to examine RFQ documents, e-bidding guidelines on GAIL website, all instructions, form/formats, terms, specifications and drawings etc., enclosed in the Bidding Documents. The RFQ together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidder. Failure to furnish all information required by the Bidding Document or submission of a bid not substantially responsive to the Bidding Document in every respect will be at bidder's risk and may result in the rejection of the Bid.

7. CLARIFICATION ON BIDDING DOCUMENT

- 7.1. A prospective bidder requiring any information or clarification of the Bidding Document, may notify the Employer/Consultant in writing by e-mail/fax/post at Consultant's mailing address indicated in the Bidding Document (Engineers India Ltd., R&D Complex, Gurgaon, Haryana, India). All question/queries should be referred to Consultant at least 04 (four) days before scheduled date of pre-bid meeting.

8. AMENDMENT OF BIDDING DOCUMENT

- 8.1. At any time prior to the deadline for submission of bids, the Employer/Consultant may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the Bidding Documents by issuing addenda.
- 8.2. Any addendum thus issued shall be part of the Bidding Document. The addendum will be hosted on the GAIL websites <http://www.gailtenders.in>, <https://etender.gail.co.in> and EIL website <http://www.engineersindia.com> and Govt's website <https://tenders.gov.in>. All the prospective bidders who have attended the pre-bid meeting or who have raised the queries against the bidding document shall be informed by e-mail/Fax about the addendum for their reference. Bidders have to take into consideration all the addendum(s) / corrigendum (s) / clarifications issued/ web hosted, before submitting the bid.
- 8.3. The Employer/Consultant may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

PREPARATION OF BID

9. LANGUAGE OF BID

- 9.1. The Bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Employer/Consultant shall be in English Language alone provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

- 9.2. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.
- 10. DOCUMENTS COMPRISING THE BID**
- 10.1. The e-bid prepared by the bidder shall comprise the following:
- 10.2. **E-Envelope- I: Superscribing Techno-Commercial Un-priced Bid (PART-I)**
- 10.2.1 Part – I: Techno-commercial/Un-priced Bid shall contain the following documents digitally signed by the authorised person, which shall be uploaded in Technical Document folder.
- a. Covering letter.
 - b. Letter in favour of Bid Signatory on Company's Letter-head in original physical form in favour of person (s) signing the bid that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder
 - c. Bidder's General Information as per Format F-1.
 - d. Bid Form as per Format F-2.
 - e. Confirmation of no deviation as per Format F-3.
 - f. Contact Performance Bank Guarantee as per Format F-4.
 - g. Integrity Pact as per Format F-5 (If applicable).
 - h. Declaration for Enterprise's Information with respect to the Micro, Small and Medium Enterprises Development Act, 2006 - Format F-6.
 - i. Agreed Terms & Conditions with its Annexures duly filled in.
 - j. Price Schedule with prices blanked out mentioning "Quoted / Not Quoted" against each item along with other details like rate of taxes and duties etc. considered.
 - k. T & C for Site work (If applicable) as per GCC Works.
 - l. T & C for Supervision (If applicable) as per Annexure to Price Schedule Format
 - m. Any other information/ details required as per Bidding Document.
- 10.3. **E-Envelope II: "Price Bid – Not to Open with Techno – Commercial Un priced Bid"- (PART-II)**
- 10.3.1. Part – II : Price Bid **(to be uploaded in Notes & Attachment of E-Tendering site)**
- 10.3.1.1. Part – II shall contain original Schedule of Prices duly filled in, e-signed and stamped on each page.
- 10.4. **Envelope III; Superscribing "Authorization Letter in favour of Bid Signatory on Company's Letter-head & Integrity Pact"- PART-III in physical form with the scanned copy of same uploaded in e-bid.**
- 10.4.1. Part- III : Authorization Letter in favour of Bid Signatory on Company's Letter-head & Integrity Pact (if applicable).
- 10.4.1.1. Part-III shall contain one original and two copies of Authorization Letter in favour of Bid Signatory on Company's Letter-head & Integrity Pact in separate sealed envelope.
- 11. BID PRICES**
- 11.1. The bidder shall e-quote Bid Prices on the appropriate format for "Price Schedule" enclosed as part of Bidding Document.
- 11.2. Price quoted by the bidder, shall remain firm, fixed, and valid until completion of the contract performance and will not be subject to any variation, except statutory variation pursuant to relevant provisions in clause 11.5 of ITB. Any new taxes & duties, if imposed by Govt. of India after the last date of bid submission but before the contractual delivery date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to Govt. authorities and after ascertaining it's applicability with respect to the contract.
- 11.3. The bidder shall e-quote the price for any item after careful analysis of cost involved considering all parts of the Bidding Document. In case, any activity though specifically not covered but is required as per scope of work, scope of supply, specifications, standards, drawings, GCC, SCC or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

11.4. Being a replacement job Project rate of Custom duty is not applicable..

The bidder while quoting the price may consider the merit rate of custom duty. However, in case bidder is allowed, vide any other notification, a lower rate of custom duty than merit rate of customs duty for import of raw materials and components required to manufacture the finished goods required as per MR, in such case bidder may consider the same and quote accordingly. Bidder shall ascertain the applicable rate of customs duty and shall be solely responsible towards applicability and correctness of such rates. The evaluation and ordering shall be carried out based on the rates of customs duty considered by the bidder. However, in case of wrong classification, no variation including statutory variation of Customs Duty will be payable extra. The bidder(s) must indicate quantity, CIF value & rate of custom duty considered in the Price Schedule. If bidder has considered Customs Duty for import contents other than the merit Rate of Customs Duty in their offer, then statutory variation on the Customs Duty shall be payable extra on the merit Rate of Customs Duty or the rate of Customs Duty considered by the bidder, whichever is lower.

- 11.4.1. a) The Employer will not issue 'C' Form for Concessional rate of CST in case of direct supply orders by GAIL/EIL.
b) The Employer will not issue any Form for concessional rate of APVAT.
c) Bidders are required to provide CENVATABLE invoices with respect to Excise Duty, APVAT and Service Tax to be raised as per the details provided in detailed Order/ Letter of Acceptance.
d) Presently road permit is required for entry of goods in Andhra Pradesh.

11.5 **Indian Bidders shall provide the following details :**

- 11.5.1 Unit and total price on FOT Despatch Point basis including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- 11.5.2 Unit and total price for site work, if applicable. Such price to include all costs as well as duties and taxes paid or payable including VAT on Works Contracts Tax but excluding Cenvatable Service Tax. Terms & Conditions for Site Work shall be as per GCC (Works) attached with the RFQ document.
- 11.5.3 Per diem rate for Supervision during Erection, Testing and commissioning, if applicable shall be furnished in Price Schedule. Term & Conditions shall be as per "Terms & Conditions for Supervision of Erection, Testing & Commissioning attached with the Price Schedule Format.
- 11.5.4 Training of owner's / consultant's person(s) at vendor's works / project site, wherever applicable, as per guidelines given in the material requisition. The prices for Training shall be included in the quoted prices until and unless specifically asked for extra prices in price schedule formats.
- 11.5.5 Details of Taxes and duties (rates), applicable on the finished goods.
- 11.5.6 Separate and clear break-up of charges for inland transportation excluding Octroi/Entry Tax (if applicable). Transit Insurance for inland transportation is to be arranged by Owner. Octroi and Entry Tax, if applicable, shall be reimbursed at actuals by GAIL on submission of documentary evidence.
- 11.5.7 Indian bidders to note that the materials if ordered against this Bidding Document are required to be dispatched on door delivery basis through a reliable bank approved Road Transport Company unless the transport company is named by the Owner.
- 11.5.8. The bidder shall indicate Service Tax as applicable.
- 11.5.9 CIF value of import for raw material and components incorporated or to be incorporated in the goods. The bidder shall provide description of such material, quantity, rate, value etc.
- 11.5.10 Customs duty (rate) considered on above CIF value of import for raw material and components. The statutory variation in Customs duty, on CIF value indicated, within contractual delivery period shall be to Employer's account against submission of the documentary evidence. However, any increase in the rate of Customs duty beyond the contractual completion period shall be to bidder's account. In case of wrong classification, no variation including statutory variation of Customs Duty will be payable extra. Any decrease in the rate of Customs duty shall be passed on to the Employer.

11.5.11 Rate and amount of Excise Duty, CST without concessional form & VAT without concessional form, which will be payable on the finished goods and Service Tax, if this contract is awarded. The statutory variations in these taxes / duties, as applicable, within the contractual delivery period shall be to Employer's account against submission of the documentary evidence. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account. Any decrease in the rate of taxes & duties shall be passed on to the Employer.

12. BID CURRENCY:

- 12.1 Bidders may submit bid in Indian Rupees or in US \$ / Euro and receive payment in such currency.
- 12.2 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) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.
- 12.3 Currency once quoted will not be allowed to be changed. Employer shall not be compensating for any exchange rate fluctuation.

13 PERIOD OF VALIDITY OF BIDS

- 13.1 The bid shall remain valid for acceptance for the period as specified in the RFQ. A bid valid for a shorter period shall be rejected being non-responsive.
- 13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer/ Consultant may request that the bidder to extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by E-mail/fax/post). A bidder agreeing to the request will not be required or permitted to modify his bid.

14 PRE-BID MEETING

- 14.1 The bidder (s) or his designated representative, who have downloaded the Bidding Document and have confirmed their intention to bid are invited to attend a pre-bid meeting, if required, as per RFQ.
- 14.2 The purpose of meeting will be to clarify issues and to answer queries on any matter that may be raised at that stage.
- Session will also be arranged for bidders to demonstrate the e-Tendering system to facilitate bidders to submit the Bid Online.
- 14.3 The bidder is requested, as far as possible, to submit any queries by courier or by fax to reach Employer/Consultant's office not later than 4 days before the meeting. It may not be practicable at the meeting to answer queries received late, but queries and responses/clarifications will be transmitted in accordance with the following sub-clause.
- 14.4 The text of the queries raised and the responses given, together with any responses prepared after the meeting will be transmitted without delay (without identifying the sources of the questions) to all the prospective bidders who have attended the pre-bid meeting or who have raised the queries against the bidding document. Any modifications of the bidding documents listed in clause 6.1 of ITB that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to 8 of ITB and not through the minutes of the pre-bid meeting
- 14.5 Non- attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.

15 FORMAT AND SIGNING OF BID

- 15.1 The bidder shall submit e-bid as per RFQ on GAIL's e-tender website: (<https://etender.gail.co.in>) as per guidelines given therein.
- 15.2 The e-bid shall be signed by the person or persons duly authorised to sign on behalf of the bidder. The name and position held by each person signing must be stated below the signature. All pages of the bid except any catalogues / literatures shall be signed and sealed by the person or persons signing the bid.
- 15.3 The bid shall contain no alterations, omissions or additions, unless such corrections are initialled by the person or persons signing the bid.

16 ZERO DEVIATION:

- 16.1 Bidder to note that this is a ZERO Deviation Bidding Document. Employer/Consultant will appreciate submission of offer based on the terms and conditions in the enclosed RFQ, GCC, SCC, ITB, Scope of Work, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspect of the offer. Bidders may note that no technical and commercial clarifications will be sought for after the receipt of the bid, in general. However, employer/ consultant on case to case basis, if so desire may sought one time clarifications on techno-commercial issues through issuance of TQ/ CQ after receipt of bids.
- 16.2 Notwithstanding to the above, bids with the following deviation(s) to the bid conditions shall be liable for rejection without any post bid reference to the bidder:
- 16.2.1 Firm prices
 - 16.2.2 Scope of work
 - 16.2.3 Specifications
 - 16.2.4 Price schedule
 - 16.2.5 Payment Terms
 - 16.2.6 Delivery / Completion Schedule
 - 16.2.7 Period of validity of bid
 - 16.2.8 Price Reduction Schedule (PRS)
 - 16.2.9 Contract Cum Performance Bank Guarantee (CPBG) / Security Deposit.
 - 16.2.10 Guarantee Period
 - 16.2.11 Arbitration / Resolution of dispute
 - 16.2.12 Force Majeure
 - 16.2.13 Applicable laws
 - 16.2.14 Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid

17 E-PAYMENTS

- 17.1 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. The bidder should give their account number and other details in any one of the above banks to facilitate payment through E-banking.

SUBMISSION OF BIDS

18 SEALING AND MARKING OF BIDS

- 18.1 E-Bid shall be submitted in the following manner on line in e-tender site of GAIL as follows:
- Part-I – Techno-commercial / un-priced bid
 - Part-II - Priced Bid
 - Part-III – Authorization Letter in favour of Bid Signatory on Company’s Letter-head & Integrity Pact in physical form with the scanned copy of same uploaded in e-bid.
- 18.2 Techno Commercial Un-priced Bid: (Part I) Original Techno-commercial Un-priced Bid shall be submitted in Technical Document Folder of e-tender website
- 18.3 Price Bid: (Part II) Original Price Bid shall be submitted Notes & Attachment Folder of e-tender website. “Not to Open along with Techno – Commercial Un-Priced Bid”.
- 18.4 Authorization Letter in favour of Bid Signatory on Company’s Letter-head & Integrity Pact (if applicable) (Part-III) in physical form: Original Letter in favour of Bid Signatory on Company’s Letter-head & Integrity Pact (duly filled, signed & witnessed) and two copies of the same shall be sealed in an envelope clearly super scribing “Letter in favour of Bid Signatory on Company’s Letter-head & Integrity Pact (if applicable) “Original” and “(2) Two Copies”. Scanned copy of Letter in favour of Bid Signatory on Company’s Letter-head & Integrity Pact (if applicable) to be uploaded as part of unpriced E-bid.

18.5 All envelopes containing the documents in physical form required to be submitted by the bidder shall have Bid Document Number and shall be addressed to Asstt. General Manager (C&P) at address mentioned in Cl.18.6 below.

All documents, i.e., Authorization Letter in favour of Bid Signatory on Company's Letter-head & Integrity Pact required in physical form as mentioned in RFQ document, can be submitted within 7 days from the final bid due date. Scanned copies of the same have been loaded in E-Tender within the due date and time indicated in the E-Tender.

18.6 Bids must be received online by GAIL through their e-tendering website and other envelopes containing documents in physical forms will be received by EIL at the following address:

***The Asstt. General Manager (C & P)
Engineers India Limited***

R&D Complex, Tower-I, 1st Floor

Gurgaon, INDIA

18.7 Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.

18.8 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

19 DEADLINE FOR SUBMISSION OF BID

19.1 The Bid containing Part-I to III must be submitted online at GAIL e-tender website (<http://etender.gail.co.in>) within due date and time for bid submission as specified in the RFQ documents. The Employer/Consultant may, in exceptional circumstances and at its discretion, on giving reasonable notice by e-mail/fax or any written communication to all the prospective bidders who have attended the pre-bid meeting or who have raised the queries against the bidding document, extend the deadline for the submission of bids in which case all rights and obligations of the Employer/Consultant and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

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

20.1 E-system of GAIL shall close immediately after the deadline for submission of bid prescribed by the Consultant pursuant to clause 19.1 of ITB.

20.2 Unsolicited bids or bids being submitted in physical form/to address other than one specifically stipulated in the Bidding Document will not be considered for opening / evaluation / award and will be returned to such bidders.

21 MODIFICATION AND WITHDRAWAL OF BIDS

21.1 The bidder may modify, re-submit or withdraw its e-bid after the bid submission, but, before the due date of submission as per provision of e-tendering system of GAIL.

21.2 No bid shall be modified after the deadline for submission of bid.

21.3 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.

BID OPENING AND EVALUATION

22 BID OPENING

22.1 Un-Priced Techno – Commercial bid opening:

22.2 The Employer/Consultant will open, in the presence of bidders' designated representatives, the unpriced part at date and time as stipulated in RFQ. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.

22.3 Bidder's names, the presence (or absence) and amount of bid security, and any other such details as the consultant may consider appropriate will be announced by the Consultant.

23 PROCESS TO BE CONFIDENTIAL

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

24 CONTACTING THE EMPLOYER/CONSULTANT

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

25 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 25.1 Techno-Commercial Bid Evaluation.
- 25.2 The Employer/Consultant will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 25.3 Prior to the detailed evaluation, the Employer/Consultant will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.
- 25.4 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders, whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents, shall not be opened and returned un-opened to such bidder(s).
- 25.5 The Employer/Consultant's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Employer/Consultant, and may not subsequently be made responsive by the bidder by correction of the nonconformity.
- 25.6 The Employer/Consultant will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer/Consultant will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:
 - (a) Overall completeness and compliance with the Technical Specifications; quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness/ specifications defined in the Bidding Document, consistency and detail will be rejected as non-responsive.
 - (b) Any other relevant factor, if any that the Employer/Consultant deems necessary or prudent to be taken into consideration.
- 25.7 Requisite forms contains all necessary information including those required for meeting qualifying criteria, if any, stipulated in RFQ document.

26 PRICE BID OPENING

- 26.1 The Employer/Consultant shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.
- 26.2 The Employer/Consultant will open price bids of all bidders notified to attend price bid opening in presence of authorised bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 26.3 The bidder's name, prices, and such other details as the Employer/Consultant, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

27 ARITHMETIC CORRECTIONS

- 27.1 The bids will be checked for any arithmetic errors as follows.
- 27.2 Where there is a discrepancy between the amount in figures and in words, the amount in words will govern; and
- 27.3 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall prevail and the total price shall be corrected.
- 27.4 If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

28 CONVERSION TO SINGLE CURRENCY

- 28.1 To facilitate evaluation and comparison, the Employer/Consultant will convert all bid prices expressed in the amounts in various currencies, in which the bid price is payable, to single currency. i.e., Indian Rupees, at the Bills selling exchange rate published by the State Bank of India on one day prior to the price bid opening date.

29 EVALUATION AND COMPARISON OF BIDS

- 29.1 The OWNER/CONSULTANT will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause-25 of ITB.

29.2 Evaluation and Comparison of Bid:

The lowest evaluated bid shall be considered for award of order on itemwise basis. The itemwise evaluated prices shall be calculated as under:

- Bids shall be evaluated on the basis of landed cost at Site considering Third Party inspection charges, wherever applicable, all duties, taxes, transportation charges including Cenvatable Excise Duty, APVAT and Service Tax and Cenvatable Education Cess. Cenvat credit for corresponding amount of Cenvatable Excise duty and Cenvatable Service tax shall be considered for price evaluation. However, Credit on account of APVAT shall not be considered for price evaluation.
- Cost of mandatory spares identified in the Material Requisition, Commissioning Spares and special tools & tackles will be included for evaluation of bids, but costs of Spares for two years operation shall be excluded.
- Supervision / Site work / Training shall be considered for evaluation, if specified in MR.
- AMC charges shall be considered for evaluation wherever AMC is required.
- Technical loading, if any, shall be considered for evaluation of bids.

30. OTHER CRITICAL POINTS FOR EVALUATION OF OFFER:

- 30.1 The unit prices quoted in the price bid is to be considered for evaluation and no cognizance will be given to the supplementary/supporting document attached to the price bid, break-up of prices, etc.
- 30.2 In case any bidder has not quoted for any item in their offer, the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the other bidder for such items, subject to the estimated price of such unquoted items being not more than 10% of the bidder's quoted price. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item(s) shall be deemed to be included in quoted bid price.
- 30.3 If the estimated price impact of un-quoted items of bidder is more than 10% of bidder's quoted price the above provision shall not be applicable and such bid shall be rejected.
- 30.4 If any bidder offers suo-moto discount after opening of un-priced bids but before opening of price bids, such reduction / discounts shall not be considered for evaluation. However, if the bidder happens to be the lowest evaluated bidder without considering such discount then the benefit of discount will be availed at the time of award of work.
- 30.5 In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices/positive price implication/price increase; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

31. DEEMED EXPORT BENEFIT

- 31.1 Deemed export benefits are not applicable and Indian Bidder should furnish prices without considering these benefits.

AWARD OF CONTRACT

32. AWARD OF WORK.

- 32.1 The employer/ Consultant will award the contract to the successful bidder (s) whose bid has been determined to be substantially responsive, meets the technical & financial criteria and have been determined as a lowest bid and is determined to be qualified to satisfactorily perform the contract.
- 32.2 In case of MRs containing supply as well as site work, a single order, covering the supplies as well site work, shall be placed. Split ordering shall not be permitted.

33. QUANTITY VARIATION:

- 33.1 The Employer/Consultant reserve the right to delete/increase/decrease the requirement of any one or more items of MR without assigning any reason.

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

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

35. NOTIFICATION OF AWARD

- 35.1 Prior to the expiration of period of bid validity GAIL will notify the successful bidder in writing by fax/e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Acceptance will constitute the formation of the Contract.
- 35.2 The Delivery / Completion period shall commence from the date of notification of award / Fax of Acceptance (FOA).
- 35.3 Award of Contract/Order will be by issuing Fax of Acceptance (FOA) of your bid. FOA will contain price, delivery and other salient terms of your bid and bidding document.

Bidder will be required to confirm receipt of the same by returning "copy of the FOA duly signed and stamped by the bidder as a token of acknowledgement to GAIL's and EIL. On receipt FOA acknowledgement without any deviation/condition, detail Purchase Order/ Contract will be issued in quadruplicate. Three copies of the same without any conditions/ deviations will be returned duly signed and stamped by the bidder as a token of acknowledgement to GAIL and EIL.

36. PERFORMANCE GUARANTEE

- 36.1 Pursuant to clause no. 12 of GCC-Goods, bidder will provide Performance Guarantee of appropriate value (for orders above 2.0Lakh) within 15 days of receipt of FOA from the Employer. The Performance Guarantee shall be in form of either irrevocable letter of credit, Demand Draft or Banker's Cheque or irrevocable Bank Guarantee (as per Format attached) and shall be in the currency of Contract.
- 36.2 Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such remedy the Employer may take under the Contract pursuant to Clause 28.1.3 of GCC-Goods and the Employer may resort to awarding the Contract to the next ranked bidder.

37. REPEAT ORDER

- 37.1 Refer Clause 40.1 of GCC - Goods

38. CORRUPT AND FRAUDULENT PRACTICES

- 38.1 The Employer requires that Bidders/Contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:
- i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
 - ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Employer, and includes collusive practise among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- 38.2 The Employer will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question:

- 38.3 The Employer will declare a firm ineligible for a period pursuant to Clause No. 28.1.3 of GCC-Goods.
- 38.4 The bidder(s) are required to execute the “**Integrity Pact**” attached with the Bidding Document. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

39. WAIVER OR TRANSFER OF THE AGREEMENT

- 39.1 The successful bidder shall not waive the Agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without the prior written permission of the Employer.

40. ORDER OF PRECEDENCE

The Articles contained in this Section shall supplement to the Special Conditions of Contract and General Conditions of Contracts – Goods. Where any portion of Special Conditions of Contracts and General Conditions of Contract – Goods is repugnant or at variance with any provisions of Instructions to Bidders. Instructions to Bidders shall be deemed to over-ride the provision(s) of Special Conditions of Contract and General Conditions of Contract-Goods only to the extent that such repugnancies or variations in Instructions to Bidders are not possible of being reconciled with the provisions of Special Conditions of Contract and General Conditions of Contract – Goods. Order of Precedence shall be as under :

- 1) RFQ Document including Price Schedule along with Annexures
- 2) Agreed Terms & Conditions (ATC).
- 3) Instructions to Bidders (ITB) and its Forms & Formats.
- 4) Special Conditions of Contract (SCC).
- 5) General Condition of Contract (Goods/ Works).

41. REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS

- I. All Foreign nationals coming to India for execution of Projects/ Contracts will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:
 - a. Employment Visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organisation, Industry or Undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.
 - b. Request for Employment Visa for jobs for which large number of qualified Indians are available, is not considered.
 - c. Under no circumstances an Employment Visa is granted for routine, ordinary secretarial/ clerical jobs.
- II. Suppliers are advised in their own interest to check latest Visa rules from Indian Embassy/ High Commission in their country in case Foreign nationals are required to be deputed to India during execution of the Contract.

FORM AND FORMATS

BIDDING DOCUMENT NO.:
PROJECT :

F-1
BIDDER'S GENERAL INFORMATION

To
GAIL (India) Limited
GAIL Bhavan,
16, Bhikaiji Cama Place,
R.K. Puram, New Delhi -110066
India

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

1-5 Telephone Number: _____

1-6 E-mail address: _____

1-7 Website: _____

1-8 Fax Number: _____

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

1-10 Bid Currency _____

1-11 Despatch Point _____

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

1-13 Type of Material Supplies : _____

1-14 Banker's Name : _____

1-15 Branch : _____

1-16 Branch Code : _____

1-17 Bank account number : _____

ONLY FOR INDIAN BIDDERS

1-18 Excise Registration number : _____

1-19 Excise Range : _____

1-20 Excise Division : _____

1-21 Excise Collectorate : _____

1-22 Local ST No. : _____

1-23 CST No. : _____

1-24 PAN No. : _____

1-25 Whether SSI Registrant Or not : _____

(SIGNATURE OF BIDDER WITH SEAL)

BID DOCUMENT NO.:
PROJECT :

**F-2
BID FORM**

To

GAIL (India) Limited
GAIL Bhavan,
16, Bhikaiji Cama Place,
R.K. Puram, New Delhi -110066
India

Dear Sir,

After examining/reviewing the Bidding Documents for complete scope as per MR, including technical specifications, drawings, General and Special Conditions of Contract and Price schedule etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to e-bid to execute the whole of the Job for the item in conformity with, the said Bidding Documents, including addendums/corrigendum/amendment to the bidding document, if any.

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

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

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

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

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

SEAL AND SIGNATURE

DATE:

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

BID DOCUMENT NO.:
PROJECT :

F-3
NO DEVIATION CONFIRMATION

GAIL (India) Limited
GAIL Bhavan,
16, Bhikaji Cama Place,
R.K. Puram, New Delhi -110066
India

Dear Sir,

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

(SEAL AND SIGNATURE OF BIDDER)

BID DOCUMENT NO.:
PROJECT :

F-4
PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
GUARANTEE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

TO:

M/S. GAIL (India) LTD.
16, Bhikaiji Cama Place,
NEW DELHI-110066

Dear Sirs,

M/s _____ have been
awarded the work of _____
for GAIL (INDIA) LTD. , 16, Bhikaiji Cama Place, R.K. Puram, NEW DELHI.

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

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

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

3. Your right to recover the said sum of _____
(_____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ plus claim period of 3 months. 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 favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.
8. Notwithstanding anything contained herein:
 - (a) The Bank's liability under this Guarantee/Undertaking shall not exceed Rs. _____
(In figures) _____ (In words) _____ only).
 - (b) This Guarantee/Undertaking shall remain in force upto _____ and any extension(s) thereof, if any; and
 - (c) The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before _____ plus 3 months period or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

Yours faithfully,

_____ Bank
By its Constituted Attorney

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

BID DOCUMENT NO.:
PROJECT :

INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE

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

F-6

**Enterprise’s Information with respect to the
Micro, Small and Medium Enterprises Development Act, 2006**

(APPLICABLE FOR INDIAN BIDDERS ONLY)

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

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

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

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

Classification of enterprises engaged in:

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

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

- b) providing or rendering services**

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

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

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

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

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

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

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

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

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

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

(SIGNATURE & STAMP OF THE BIDDER)



AGREED TERMS & CONDITIONS WITH ANNEXURE
(FOR INDIAN BIDDERS)
KG BASIN PROJECT, ANDRA PRADESH (Job No. A645)
AGREED TERMS & CONDITIONS (FOR INDIAN BIDDERS)

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

1. ALL CORRESPONDENCE MUST BE IN **ENGLISH** LANGUAGE ONLY.
2. DULY SIGNED & STAMPED COPIES OF THIS "QUESTIONNAIRE", WITH ALL THE CLAUSES DULY CONFIRMED/ PRECISELY REPLIED TO BY THE VENDOR, SHALL BE ENCLOSED.
3. ALL COMMERCIAL TERMS ARE GIVEN/CONFIRMED IN THE QUESTIONNAIRE ITSELF AND NOT ELSEWHERE IN THE QUOTATION. IN CASE OF CONTRADICTION, THE SAME GIVEN HEREIN SHALL PREVAIL, CONFIRM.
4. FAILURE ON THE PART OF VENDOR IN NOT RETURNING THIS DULY FILLED-UP QUESTIONNAIRE AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF VENDOR'S QUOTATION".
5. **ZERO DEVIATION** : YOUR OFFER SHALL BE IN TOTAL COMPLIANCE WITH BIDDING DOCUMENT CONTAINING COMMERCIAL AND TECHNICAL SPECIFICATIONS INCLUDING GENERAL / TECHNICAL NOTES AND SCOPE OF WORK INCLUDING DOCUMENTATION AS PER MATERIAL REQUISITION (MR) AND SUBSEQUENT TECHNICAL/COMMERCIAL AMENDMENT AND TECHNICAL/COMMERCIAL CORRIGENDUM, IF ANY, WITHOUT ANY DEVIATION OTHERWISE OFFER SHALL BE LIABLE FOR REJECTION.

| SL. NO. | DESCRIPTION | VENDOR'S CONFIRMATION |
|---------|--|-------------------------------------|
| 1. | Quoted prices are on FOT despatch point basis inclusive of Packing & Forwarding. | <i>Confirmed</i> |
| 1.1 | Specify Despatch Point | <i>Indicated (Refer Annexure-1)</i> |

| | | |
|-----|---|---|
| 1.2 | | |
| a) | Indicate firm freight charges for transportation by Road upto Project site excluding Cenvatable Service Tax & Ed. Cess. | <i>Indicated (Refer Annexure-1)</i> |
| b) | In case service tax is non cenvatable, same shall be included in the quoted freight charges. | <i>Confirmed</i> |
| c) | Confirm that the cenvatable Service tax payable extra on freight is quoted. | <i>Indicated (Refer Annexure-1)</i> |
| d) | Bidder shall be paid service tax only against cenvatable invoices issued in accordance with the service tax rules. | <i>Confirmed</i> |
| 1.3 | Transit risk insurance shall be covered by the Owner against their MCE (Marine cum Erection) Policy and the same has not been included in the quoted prices. | <i>Confirmed</i> |
| 2. | Excise Duty + Education Cess: | |
| a) | Tarrif sub heading no. | Indicated (Refer ANNEXURE – I) |
| b) | Present rate of Excise Duty + Education Cess payable extra against documentary evidence on finished products (including spares). | Indicated (Refer ANNEXURE – I) |
| c) | Maximum rate applicable (If present rate is nil or concessional) | Indicated (Refer ANNEXURE – I) |
| d) | Clarify whether Excise Duty will be applicable on freight charges also. | Not Applicable / Applicable (Please tick, whichever is applicable) |
| 2.1 | Please indicate following break-up | |
| | a) Cenvatable Excise Duty | <i>100%</i> |
| | b) Non Cenvatable Excise Duty | <i>NIL</i> |
| 2.2 | The payment against Cenvatable portion shall be made at actuals subject to maximum given at 2.1 (a) above. Confirm acceptance. | <i>Confirmed</i> |
| a) | | |
| b) | Material supplied will be eligible for CENVAT Credit and vendor shall furnish all documents as required to avail the same. | <i>Confirmed</i> |
| 2.3 | The Cenvatable portion of Excise Duty shall be | <i>Confirmed</i> |
| | released on receipt of CENVATABLE documents.. Confirm acceptance. | |

| | | |
|---|---|--|
| <p>3.</p> <p>a)</p> <p>b)</p> <p>c)</p> <p>d)</p> | <p>Sales Tax: Sales tax payable extra Specify CST/APVAT Present rate * * In case of CST, C form shall not be provided. However, in case of APVAT, no concessional form will be issued.</p> <p>APVAT, as applicable shall be loaded for price comparison.</p> <p>Clarify whether CST / APVAT will be applicable on freight charges also.</p> | <p>Indicated (Refer ANNEXURE – I)</p> <p>Indicated (Refer ANNEXURE – I)</p> <p>Confirmed</p> <p>Not Applicable / Applicable <i>(Please tick, whichever is applicable)</i></p> |
| <p>4.</p> | <p>In case Excise Duty / CST / APVAT are not stated as applicable on freight charges presently, and if they are applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Bidder. Confirm compliance.</p> | <p>Confirmed</p> |
| <p>5.</p> <p>a)</p> <p>b)</p> | <p>Only statutory variations, if any, in the present rate of Excise Duty, Ed. Cess, CST / APVAT, Service tax etc. upto the contractual delivery period shall be to GAIL's account subject to documentary evidence to be furnished by the bidder. Any variation beyond CDD shall be borne by bidder.</p> <p>However, any variation in Excise duty + Ed. Cess at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by bidder.</p> | <p>Confirmed</p> <p>Confirmed</p> |
| <p>6.</p> <p>a)</p> <p>b)</p> <p>c)</p> <p>d)</p> <p>e)</p> | <p>Site Work: If Material Requisition/ enquiry documents call for Site Work, please confirm the following:</p> <p>Confirm that quoted prices include VAT on Works Contract.</p> <p>Owner shall not pay any variation including statutory variation. Any extra implication due to wrong assessment and/ or selection of mode of ordering shall be borne by you. Confirm acceptance.</p> <p>VAT on Works Contract at source will be deducted as per statutory provisions and TDS certificate will be issued for the same by Owner. Confirm acceptance.</p> <p>Only single order covering complete scope of supply & services will be issued and order for supply and services shall not be split.</p> <p>Confirm that quoted prices are exclusive of Cenvatable Service tax.</p> | <p><i>Confirmed</i></p> <p><i>Confirmed</i></p> <p><i>Confirmed</i></p> <p><i>Confirmed</i></p> <p><i>Confirmed</i></p> <p>Indicated (Refer ANNEXURE – I)</p> |
| <p>7.</p> | <p>Entry Tax: Octroi / Entry tax, if applicable, shall be reimbursed at actuals against satisfactory documentary evidence. Confirm compliance.</p> | <p><i>Confirmed</i></p> |

| | | |
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| 8. | All new taxes/duties/cess/levies notified after the last date of submission of final price bid/price implication, but within contractual delivery /completion period, shall be to GAIL's account. These shall be reimbursed against documentary evidence. However, in case of delay on account of supplier, any new or additional taxes and duties imposed after contractual delivery shall be to supplier's account. Confirm compliance. | <i>Confirmed</i> <i>Confirmed</i> |
| | Any errors of interpretation of applicability of taxes/duties by bidders shall be to bidders' account. | <i>Confirmed</i> |
| 9. | Spares Parts: | |
| a) | Confirm item wise unit price (FOT Despatch Point) of following spare parts as required in Material Requisition (MR) have been included in the quoted prices and itemised list has been furnished. | <i>Confirmed</i> |
| | i) Mandatory spares as specified in MR. | <i>Confirmed (if applicable as per MR)</i> |
| | ii) Special Tools & Tackles as specified in the MR. | <i>Confirmed (if applicable as per MR)</i> |
| | iii) Commissioning spares wherever required. | <i>Confirmed (if applicable as per MR)</i> |
| b) | Recommended spare parts for two years operation & maintenance are quoted separately. Also quote freight charges upto site for the spares. | <i>Confirmed (if applicable as per MR)</i> |
| 10. | Confirm documentation charges as per MR are inclusive in your quoted prices. | <i>Confirmed</i> |
| 11. | Confirm customer references list for the item/model quoted by you, is given in offer. | <i>Confirmed</i> <i>(if required as per MR)</i> |
| 12. | Price Reduction on delay in delivery: Confirm acceptance of price reduction schedule for delay in deliveries specified in GCC (Goods) and SCC (Goods) enclosed in Bidding Document. Liquidated damages or penalty are not acceptable. | <i>Confirmed</i> |
| a) | | |
| b) | In case of delay, vendor will reduce the invoice amount by applicable reduction. | <i>Confirmed</i> |
| 13. | Delivery / Completion Period: Please confirm acceptance to delivery / completion period conforming to RFQ requirement. | <i>Confirmed</i> |
| 14. | Payment Term: Confirm acceptance of payment terms as per RFQ. | <i>Confirmed</i> |

| | | |
|-----|---|-------------------------|
| 15. | Part Order: | |
| a) | Confirmed acceptance to Part Order. | <i>Confirmed</i> |
| b) | The quantity against a particular item shall not be split. | <i>Noted</i> |
| c) | Any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order. | <i>Confirmed</i> |
| 16. | Repeat Order: Confirm acceptance of repeat order within 6 (six) months as per GCC (Goods) and RFQ. | <i>Confirmed</i> |
| 17. | Performance Bank Guarantee: | |
| a) | Submission of Performance Bank Guarantee for 10% of total order value as asked in General Conditions of Contract (Goods) and Instructions to Bidders (ITB) for full guarantee period plus 90 (ninety) days. i) The | <i>Confirmed</i> |
| b) | Performance Bank Guarantee shall be strictly as per enclosed proforma and shall be from any Indian Scheduled Bank or branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign Bank. ii) However, if Performance Bank Guarantee are furnished other than the Nationalised Indian Bank, the | <i>Confirmed</i> |
| | banks where BGs are furnished, must be Commercial Bank having net worth in excess of Rs. 100 crores and any declaration to this effect will be furnished by such Commercial Bank either in the bank guarantee itself or separately on a letter head. | <i>Confirmed</i> |
| 18. | Firmness of prices: | |
| a) | Confirm quoted prices shall remain firm and fixed till complete execution of order. Price Variation shall not be considered on any account. | <i>Firm & Fixed</i> |
| 19. | Testing and Inspection charges: | |
| a) | Goods and services are subject to stage-wise and final inspection by Owner/EIL. Travel, Living and Personnel expenses of Owner/EIL's inspectors shall | <i>Confirmed</i> |
| | be borne by Owner. | |
| | All Built in Import content shall be subject to inspection by BV/ DNV/TUV/ CEIL / LRS / SGS / GLI / Moody / Bax Council / Bharat Quality Engineers/ Meenar Global Consultant for | <i>Included</i> |
| | which charges are included in the quoted prices and no additional charges will be paid by Owner. | |
| b) | Quoted prices are: | <i>Confirmed</i> |
| | i) Inclusive of all testing and inspection charges as per MR. | <i>Confirmed</i> |
| | ii) Inclusive of all IBR/IGC/NACE charges (if applicable) as required in the Material Requisition. | <i>Confirmed</i> |

| | | |
|-----|--|---|
| c) | Is your shop approved by IBR/CCE authority and has sufficient validity to execute the order / contract, if awarded. | <i>Approved</i> |
| 20. | Import Content: If your offer is based on certain imported raw materials required for equipments/ materials offered, please specify the following : | |
| a) | Confirm that quoted prices are based on Project rate of Customs duty or Merit rate of customs duty, whichever is lower, CVD, Educational Cess and SAD as applicable. | <i>Confirmed</i> |
| b) | Owners responsibility is only limited to furnishing of the necessary Certificate to obtain Essentiality Certificate from bidder's Administrative Ministry for availing the Project rate of Customs Duty by the Bidder. | <i>Confirmed</i> |
| c) | Indicate Merit rate of customs duty considered and included in the quoted prices. (Please stipulate if rate of Customs Duty considered other than Project rate). | <i>Furnished Refer Annexure-III</i> |
| d) | Indicate brief description/ specification with itemised CIF value and country of origin of imported material. (to enable GAIL/EIL to operate part order). | <i>Furnished Refer Annexure-III</i> |
| e) | Indicate classification with tariff no. under which Vendor intends to import. | <i>Refer Annexure-III</i> |
| f) | Confirm prices shall be firm on account of variation in foreign exchange rate. | <i>Confirmed</i> |
| g) | Owner shall not provide any import licence. | <i>Noted</i> |
| h) | Quoted prices are after considering the benefit of CENVAT on CVD including Edu. Cess. | <i>Confirmed</i> |
| i) | Any upward variation due to change in Customs Duty Classifications shall be absorbed by the vendor. However, any reduction in customs duty due to change in classification shall be passed on to Owner. | <i>Confirmed</i> |
| j) | Statutory variations, if any, in the rate of customs duty upto a maximum period of the contractual delivery period shall be to Owner's account. If bidder has considered Customs Duty other than Project Rate of Customs Duty, then statutory variation on the | <i>Confirmed</i> |

| | |
|---|--|
| <p>Customs Duty shall be payable extra on the Project rate of Customs Duty or the rate of Customs Duty considered by the bidder, whichever is lower. Owner will not pay any variation on account of CVD including Edu. Cess.</p> | |
| <p>Any increase in price due to increase in the rate of k) Customs Duty, due to any reasons, whatsoever, beyond the contractual delivery period, shall be to vendor's account. However, any decrease in custom duty rate at the time of actual clearance of imported materials shall be passed on to Owner.</p> | <i>Confirmed</i> |
| <p>The CIF Value(s) indicated by the vendor shall be l) deemed to be the maximum value(s) for the purpose of payment of variation in custom duty and/or other statutory variations, if any, thereon.</p> | <i>Confirmed</i> |
| <p>m) Variation in price due to Customs duty rate will be dealt with separately after receipt of equipment at site, against documentary evidence.</p> | <i>Confirmed</i> |
| <p>21. VALIDITY: a) Confirm that the offer as per RFQ. b) Confirm validity of recommended spares for 2 years operation and maintenance will be 2 months over and above the validity of offer.</p> | <i>Confirmed</i> <i>Confirmed</i> |

| | | |
|------|--|--|
| 22. | | |
| a) | ZERO DEVIATION: Confirm your offer is in total compliance with Bidding Document containing technical specifications including General / Technical notes and scope of work including documentation as per Material Requisition (MR) and subsequent Technical amendment and Technical corrigendum, if any, without any deviation. | <i>Confirmed</i> |
| b) | Confirm your offer is in total compliance with Bidding documentation containing commercial terms and conditions as per the following documents, without any deviation: i) General Conditions of Contract (Goods) ii) Request For Quotation (RFQ) iii) Instructions to Bidders (ITB) and Addendum to ITB for e-Tendering. iv) Special Conditions of Contract. (Goods) (SCC-Goods) v) Payment Terms and Mode of Payment. vi) Packing, Marking & Shipping Instructions, Special Packing Requirements, Integrity Pact etc. vii) Terms & conditions for Supervision of Erection, Testing & Commissioning (if applicable). viii) Terms & conditions for Installation/Site Work, (if applicable). | <i>Confirmed</i> <i>Confirmed</i> <i>Confirmed</i> <i>Confirmed</i> <i>Confirmed</i> <i>Confirmed</i> <i>Confirmed</i> |
| c) | Deviation to Terms & Conditions shall lead to rejection of offer. | <i>Confirmed</i> |
| 23. | Furnish Balance Sheet/ Annual Reports & Turnover figures of last three years along with your unpriced offer: TURNOVER Last Year 2 years before 3 years before | <i>Attached</i> <i>Refer Annexure-1</i> |
| 24. | Whether any of the Directors of Vendor is a relative of any Director of Owner/EIL or the vendor is a firm in which any Director of Owner/EIL or his relative is a Partner or the vendor is a private company in which any director of Owner/EIL is a member or Director. | <i>Confirmed No relation</i> |
| 25. | Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly stated. This does not necessarily be cause for disqualification. However if this declaration is not furnished the bid shall be rejected as non-responsive. | <i>Not Banned</i> |
| 26. | Please confirm your offer contains the following: | |
| 26.1 | <u>UNPRICED OFFER</u> Deviation sheet, if any. | <i>No Deviation</i> |
| 26.2 | <u>PRICED OFFER</u> | |
| a. | Price Schedule. | <i>Confirmed</i> |

| | | |
|-----|---|------------------|
| b. | Statement that all specification and terms & conditions are as per unpriced copy of offer. | <i>Confirmed</i> |
| 27. | Any claim arising out of order shall be sent to Owner in writing with a copy to EIL within 3 months from the date of last despatch. In case the claim is received after 3 months, the same shall not be entertained by Consultant/ Owner. | <i>Confirmed</i> |
| 28. | Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given/confirmed herein above shall prevail. | <i>Confirmed</i> |
| 29. | Confirm your offer is strictly as per MR requirement without any technical deviations. | <i>Confirmed</i> |

VENDOR'S NAME :

SIGNATURE & SEAL:

ANNEXURE-I
KG BASIN PROJECT, ANDHRA PRADESH (Job No. A645)
AGREED TERMS & CONDITIONS (FOR INDIAN BIDDERS)

Vendor Name : _____

RFQ No. : _____

Vendor's Offer Ref. No. _____

The Salient features of the offers are as below:

| Sr. No. | ATC Clause Sr. No. | Description | Vendor's Confirmation |
|----------------|---------------------------|---|------------------------------|
| 1. | 1.1 | Specify Despatch points. | |
| 2 | 1.2 a) | Freight Charges Extra Upto Project Site (excluding Service Tax & Education Cess.) | % EXTRA |
| 3 | 1.2 c) | Service Tax & Education Cess on Freight Charges Upto Project Site (not to be included in the freight charges) Note : Bidder shall be paid service tax on freight only against issue of cenvatable invoice issued in accordance with service tax rules | % EXTRA |
| 4 | 2 a) | Excise Duty : Tarrif Sub Heading No. | |
| 5 | 2 b) | Excise Duty + Education Cess | % EXTRA |
| 6 | 2 c) | Maximum rate of Excise Duty applicable (If present rate is nil or concessional) | % EXTRA |
| 7 | 3 a) | Specify CST/APVAT | |
| 8 | 3 b) | Central Sales Tax without form 'C' | % EXTRA |
| 9 | 3 b) | APVAT without any concessional form (Applicable for supplies from Andra Pradesh) | % EXTRA |
| 10 | 23 | Turnover figures for the last three years Last Year : 2 Years before 3 Years before | |
| 11 | | Currency Considered (Change in currency once quoted will not be allowed) | |

**Bidder's Signature with
Stamp/Seal**

ANNEXURE-II
KG BASIN PROJECT, ANDHRA PRADESH (Job No. A645)
(FOR INDIAN BIDDERS)

MANDATE FORM

1. Bidder Name :
2. Bidder Code: :
3. Address of the Bidder :
4. Particulars of Bank Account of Bidder :
 - a. Name of the Bank :
 - b. Name of the Branch and Address of the Branch :
 - c. Branch Code :
 - d. 9 – Digit MICR code Number of the Bank & :
Branch
(As appearing in the MICR Cheque issued by the
bank) (Please do not give multicity cheque book
code Number)
 - e. Type of account (Saving Bank, Current or Cash :
Credit)
 - f. Account Number :
 - g. RGTS/ IFSC Code (11 digit) :
 - h. NEFT Code No. :
1. 5. E-mail address of the Bidder :
2. 6. Contact Person(s) of the Bidder :

I/ we declare that the particulars given above are correct and complete and I/ we accord our consent for receiving all our payments through Electronic Mechanism.

(Signature and designation of the Authorised person(s) of Bidder)

Official seal of the Bidder Place : Date :

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our records.

Place : Date :

Signature of the Authorised Official of the Bank

Bank's Stamp

ANNEXURE – III

DETAILS OF CIF VALUE

Offer Ref No: _____

RFQ No: _____

Item : _____

**DETAILS OF BUILT-IN CIF VALUE OF IMPORT
CONTENT
WITH ITEMWISE DETAILS & RATES OF CUSTOMS DUTY CONSIDERED**

| MR ITEM NO. | S. No. | DESCRIPTION OF BUILT-IN IMPORTED RAW MATERIALS AND COMPONENTS | QTY. (No.) | (Bidder to indicate CIF value & details item wise wherever applicable) | | | | | | |
|-------------------|-----------|--|---------------|---|---|--------------------------|------------------------------|----------------------------|---------------------------|----------------------|
| | | | | CIF VALUE OF IMPORT CONTENT INCLUDED IN QUOTED SUPPLY PRICES (Rs.) | RATE OF CUSTOMS DUTY INCLUDED IN QUOTED PRICES | | | | | |
| | | | | UNIT CIF VALUE | TOTAL CIF VALUE | CUSTOMS TARIFF NO. | BASIC CUSTOMS DUTY (%) | CVD+ ED. CESS (%) | ADDITION AL CVD (%) | TOTAL DUTY (%) |
| 1 | i) | | | | | | | | | |
| | ii) | | | | | | | | | |
| | | | | | | | | | | |
| 2 | i) | | | | | | | | | |
| | ii) | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | TOTAL CIF VALUE | Rs. | | | | | | | |

(NAME OF BIDDER) (SIGNATURE OF BIDDER)



SPECIAL CONDITIONS OF CONTRACT (SCC)

1. DEFINITIONS

- 1.1. In addition to meaning ascribed to certain capitalized terms in “GCC - GOODS” and “GCC – WORKS”, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in “GCC - GOODS” and / or “GCC – WORKS”, the meaning ascribed to such term hereunder shall prevail:
- 1.1.1. Definitions
- Bidding / RFQ Documents shall mean documents issued to the bidder for submission of their bid.
- Effective Date shall mean the date on which Contractor / Supplier’s obligations will commence and that will be date of Fax of Acceptance (FOA).
- Warehouse / Dump yard / Dump site shall mean a place hired/owned by Owner for the purpose of storing the material at Project site.
- 1.2. Interpretations
- 1.2.1. Where any portion of the “GCC – Goods” and / or “GCC – WORKS” is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to govern the provisions of the “GCC – Goods” and / or “GCC – WORKS. SCC provisions shall prevail to the extent of such repugnancy, or variations exist.
- 1.2.2. In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 1.2.3. Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.
- 1.2.4. All headings, subtitles and marginal notes to the clauses of the GCC - Goods, GCC – Works, SCC or to the Specifications or to any other part of Bidding Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- 1.2.5. The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.
- 1.2.6. Except the obligation of payment to Seller, Consultant may discharge all other Purchaser’s obligations. In Bidding Documents at all such places where obligations are confined to Purchaser alone such provision to read as ‘Purchaser/Consultant’s’ obligation to the extent the context so means/ requires.

2. SELLER’S SCOPE

(GCC – Goods/Works)

- 2.1. **Supply of Goods / Equipments as per MR**
- 2.1.1. Seller’s scope shall include (a) manufacturing of items / goods / equipments as per Material Requisition, technical specifications; (b) preparation of Quality Assurance / Quality control programme; (c) obtaining Consultant’s approval; (d) arranging Inspection and Testing certification; (e) Inspection by Purchaser’s/Consultant/Agency Designated by Purchaser and obtaining Inspection Release Note; (f) obtaining dispatch clearance; (g) Packing; (h) Loading on truck/trailer for Indian Bidder; (i) Any other activity specified in MR/ RFQz.
- 2.2. Transportation of material upto Project site for Indian bidders.
- 2.3. Site work as per requirements specified in the Bidding document, wherever applicable. Terms & Conditions for Site Work shall be as per General Conditions of Contract (Works).
- 2.4. Site supervision for Erection & Commissioning as per requirements specified in the Bidding document, wherever applicable. Terms & Conditions shall be as per annexure to Price Schedule.
- 2.5. Training of owner’s / consultant’s person(s) at vendor’s works / project site, wherever applicable, as per guidelines given in the material requisition. The prices for Training shall be included in the quoted prices until and unless specifically asked for extra prices in price schedule formats.
- 2.6. Any other specific requirement / activity though specifically not covered but is required as per scope of work, scope of supply, specifications, standards, drawings, GCC, SCC or any other part of Bidding Document.

3. PACKING, MARKING AND SHIPMENT

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

4. DELIVERY / COMPLETION SCHEDULE

- 4.1. **Delivery / Completion schedule shall be as specified in the RFQ.**

The delivery schedule for supply shall be counted from the date of Fax of Acceptance. Delivery of Goods shall be based on FOT Site basis. The date of receipt of material in GAIL's stores at project site shall be considered as date of delivery.
- 4.2. Failing to meet delivery schedule will be subject to Price Reduction and/or other remedies available to the Purchaser in Bidding Documents.
- 4.3. Price Reduction Schedule (PRS) shall be applicable as per clause 15 below.
- 4.4. Delivery period as detailed in Clause 4.1 of SCC, shall be the essence of Agreement and no variation shall be permitted.

5. DESPATCH INSTRUCTIONS

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

6. INDEPENDENT SELLER

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

7. LIEN

- 7.1. Seller shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless Purchaser or its authorised representative from such disputes of title/liens, costs, consequences etc.

8. RECOVERY OF CUSTOMS DUTY, EXCISE DUTY AND SALES TAX

- 8.1. In case, the statutory variation entitles the Employer to recover the amount (irrespective of Contractual Delivery) such amount will be recovered from any bill of the Contractor / Supplier, immediately on enforcement of such variation, under intimation to the Contractor / Supplier.

9. REJECTION

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

10. LIMITATION OF LIABILITY

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

11. INSURANCE

AS PER GCC (GOODS/WORKS)

12. GOVERNING LAW

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

13. EMPLOYER'S RIGHTS AND REMEDIES

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

14. GUARANTEE

AS PER GCC (GOODS/WORKS)

15. PRICE REDUCTION SCHEDULE (PRS)

15.1 In partial modification of provisions of General Conditions of Contract (Goods) and General Conditions of Contract (Works), in the event of delay beyond the contractual completion date for reasons not attributable to owner and not constituting conditions of force majeure, it will be at Owner's discretion, without prejudice to his other rights under the contract, to accept delayed completion, but at the prices reduced by ½ % (half percent) of total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of total contract price.

In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery period shall attract price reduction schedule @ ½ % of delayed order value maximum upto 5% of total order value.

Further, in case of delay in completion, the bidder shall calculate the applicable price reduction for delayed completion and raise their invoices net of contract price.

The value referred in PRS Clause is excluding taxes & duties.

16. TERMS AND MODE OF PAYMENT

16.1. The terms and mode of payment shall be as per Annexure-I to SCC.

17. REPEAT ORDER

As per Clause 40.1 of GCC (Goods).

18. ORIGIN OF GOODS

(In partial modification to GCC)

18.1 ~~A certificate issued by relevant Chamber of Commerce to this effect shall form part of shipping documents.~~

19. FALL CLAUSE

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

20. QUALITY ASSURANCE/QUALITY CONTROL

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

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

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

21. PERFORMANCE EVALUATION

21.1. The performance of Contractor / Supplier to whom the award is placed shall be evaluated right from submission of bid till the final completion. Vendor Performance Evaluation Procedure as enclosed with RFQ.

22. POST ORDER CORRESPONDENCE

Details of persons for post order correspondence shall be intimated in the Purchase Order.

23. SUBMISSION OF FALSE FORGED DOCUMENT:

- a) Bidder is required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of Bids.
- b) In case, the information/document furnished by the vendor/contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, GAIL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to GAIL under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.
- c) In case this issue of submission of false document comes to the notice after execution of work, GAIL shall have full right to forfeit any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.
- d) Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of GAIL debarring them from future business with GAIL.

24. DISPUTE RESOLUTION

24.1 Article no. 107 of GCC (Works) and Article no. 30 of GCC (Goods) stands modified to the following extent:

24.1.1 GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site www.gailonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.

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

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

24.1.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation of conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.

24.1.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she

may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.

- 24.1.6 Where invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and GAIL (India) Limited Conciliation Rules 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of `Conciliation' shall be deemed to have been exhausted, even in case of rejection of `Conciliation' by any of the Parties.
- 24.1.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 24.1.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

25.2 **SETTLEMENT OF DISPUTE BETWEEN CPSEs OR CPSEs & GOVERNMENT DEPARTMENTS:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator

ANNEXURE-I TO SCC

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| 1 | <p>PAYMENT TERMS</p> <p>The following shall be read in conjunction with Article 21 of GCC (Goods)</p> |
| | <p><u>FOR SUPPLY :</u></p> <ul style="list-style-type: none"> • 95% along with taxes and duties will be paid progressively against submission of despatch documents to GAIL. • 5% after receipt and acceptance of material at project site. <p><u>FOR TRANSPORTATION CHARGES :</u></p> <p>100% Transportation charges will be paid progressively within 30 days after receipt and acceptance of material at Project Site.</p> |
| | <p>Entry Tax/Octroi (if applicable), will be reimbursed at actual basis against submission of documentary evidence.</p> |
| | <p>NOTES</p> <ol style="list-style-type: none"> i. Order value shall be as indicated in the Purchase Order. ii. Above applicable Payment Terms shall be subject to receipt of requisite Performance Bank Guarantee / Security Deposit (applicable for order value above Rupees 2 Lakh or Equivalent in Foreign Currency) for 10% of the order value within 15 days from the date of FOA. This Contract - Cum Performance Bank Guarantee shall be valid up to Guarantee period plus 3 Months. iii. Despatch documents shall consist of the following : <ol style="list-style-type: none"> a) Invoice in Triplicate b) Inspection release note by Purchaser/Consultant. c) LR/GR d) Documents as specified in Vendor Data Requirement in MR (if any) e) Packing List f) Proof of customs clearance including payment of customs duty for imports permitted in the Contract (if applicable) g) Dispatch instructions/clearance by purchase/consultant. iv. Wherever taxes/duties/freight are separately indicated, the order value shall be exclusive of taxes/duties/freight. 100% payment of taxes/duties shall be released alongwith the payment released against dispatch documents on receipt of cenvatable/vatable documents (wherever applicable). v. The invoice shall be made after adjusting the following: Price Reduction Schedule pursuant to GCC - GOODS Clause 26.0 and SCC (Goods) – Clause 15.1, if applicable. vi. Payment to suppliers shall be released either through Electronic Clearing System (ECS)/ Electronic Fund Transfer (EFT)/ Real Gross Time Settlement (RGTS) or through internet. In view of this, necessary details, such as name of bank, bank account no. etc., duly attested by bidder's bank must be submitted along with |

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| | <p>the offer.</p> <p>iii. All payments shall be released within 30 days of receipt of invoice and all requisite documents, complete in all respects.</p> <p>iv. All bank charges of respective bankers shall be to respective account.</p> <p>v. Within 45 days after award of order, the Bidder shall furnish a detailed “Billing schedule” separately under different heads for Owner’s approval and the Bidder shall raise his invoices accordingly. Such billing schedule shall also be accompanied by their despatch schedule.</p> <p>vi. Sellers requiring multiple dispatches will restrict the number of dispatches to maximum three, unless agreed otherwise by Project Manager.</p> <p>vii. All progressive advances (except the advance against drawing approval) shall be against equivalent bank guarantees which shall be valid up to contractual delivery date plus three months.</p> <p>viii. Other than the payment terms given above, no other advance payments shall be payable.</p> |
| 2. | DEDUCTION AT SOURCE |
| | <p>i. Purchaser will release the payment to the Seller after effecting deductions as per applicable law in force.</p> <p>ii. Purchaser will release payments to the Contractor / Supplier after offsetting all dues to the Purchaser payable by the Contractor / Supplier under the Contract.</p> |
| 3. | PAYING AUTHORITY |
| | <p>i. Invoices shall be raised on GM (F&A), GAIL Jubilee Tower Noida</p> <p>ii. Payments shall be released from respective site offices.</p> <p>iii. Copy to – GM (PC), GAIL (I) Ltd, New Delhi</p> |

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 up to 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, BHIKAIJI 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.
- 1.23 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.
- 2. Seller To Inform**
- 2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.
- 3. Application**
- 3.1 These General Conditions of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 4. Country of Origin**
- 4.1 For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 5. Scope of Contract**
- 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.
- 5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically



- mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.
- 5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.
- 5.4 The SELLER shall furnish 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.
- 5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.



- 6. Standards**
- 6.1 The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.
- 7. Instructions, Direction & Correspondence**
- 7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.
- 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.
- 10.1 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 warranty or other obligations under this CONTRACT.
- 13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- 13.15 **Inspection & Rejection of Materials by consignees**
When materials are rejected by the consignee, the supplier shall be intimated with the details of such



rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14. Time Schedule & 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**
- 15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 15.2 Delivery shall be deemed to have been made :
- a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
 - b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.
 - c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/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.
- 16.2 **PURCHASER's Insurance Agent :**
[The name and address-as mentioned under SCC]
- 17. Transportation**
- 17.1 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.
- 17.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the



SELLER and the cost thereof shall be included in the Contract price.

18. Incidental Services

- 18.1 The Seller may be required to provide any or all of the following services:
 - 18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
 - 18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:
 - 18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warrantee/guarantee obligations under the Contract.
 - 18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.
- 18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.
- 18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.
- 18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules.

19. Spare Parts, Maintenance Tools, Lubricants

- 19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.
 - 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 warrantee obligations under the Contract, and
 - 19.1.2 In the event of termination of production of the spare parts:
 - i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
 - ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.
- 19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements,



along with full details of manufacturers/vendors for such spares/maintenance tools for :

- 19.2.1 The construction, execution and commissioning.
- 19.2.2 Two years operation and maintenance.
- 19.3 Spare parts shall be new and of first class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.
- 19.4 Type and sizes of bearings shall be clearly indicated.
- 19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- 19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.
- 19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.
- 19.8 Lubricants
 - 19.8.1 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.
 - 19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.
 - 19.8.3 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 along with exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

- i) All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter/Fax of Intent together with Performance Guarantee for 10% of total order/Contract value.
- ii) For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
- iii) Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
- iv) All bank charges incurred in connection with payments shall be to Seller's account in case of



- Indian bidders and to respective accounts in case of Foreign bidder.
- v) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
 - vi) No interest charges for delay in payments, if any, shall be payable by PURCHASER.
 - vii) In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself.
 - viii) Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.
- 22. Prices** 22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.
- 23. Subletting & Assignment** 23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.
- 24. Time As Essence of Contract** 24.1 The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.
- 25. Delays In The Seller's Performance** 25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to:
- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or
 - ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT



is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or

- iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

25.1 Any unexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.

26. Price Reduction Schedule For Delayed Delivery

26.1 Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

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

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

26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable 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

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

28.3 Termination for Convenience

28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.

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.

30.4 Arbitration
All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator. The PURCHASER (GAIL (India) Limited) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.



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

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

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

Seller may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1996.

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

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| 31. Governing Language | 31.1 | The Contract shall be written in English language as specified by the PURCHASER/CONSULTANT in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the 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**
- 35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.
- 36. General**
- 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.
- 36.4 Cut-off Dates
- No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any).
- 36.6 Paragraph heading
- The paragraph heading in these conditions shall not affect the construction thereof.
- 37. Import License**
- 37.1 No import license is required for the imports covered under this document.
- 38. Fall Clause**
- 38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any Persons/Organizations including the Purchaser or any Department of the Central Govt. or any Department of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.
- 38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand



correspondingly reduced.

The above stipulation will, however, not apply to:

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

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

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

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

39. Publicity & Advertising

39.1 Seller shall not without the written permission of PURCHASER/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.

PROJECT : KG BASIN,ANDHRA PRADESH PROJECT (A645)
CLIENT : GAIL (INDIA) LIMITED

PACKING, MARKING, SHIPPING AND DOCUMENTATION

SPECIFICATIONS FOR INDIGENOUS MATERIALS (PMS/EIL/1)

1.0 General

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

2.0 Project

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

3.0 Packing

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

PACKING, MARKING, SHIPPING AND DOCUMENTATION

SPECIFICATIONS FOR INDIGENOUS MATERIALS (PMS/EIL/1)

- 3.6 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden discs on the flanges.
- 3.7 Wherever required, equipments/materials/instruments shall be enveloped in polyethylene bags containing silicagel or similar dehydrating compound.
- 3.8 All pipes shall be packed as under:
 - a) Upto 50mm NB in Wooden cases/crates.
 - b) Above 50mm NB and upto 100mm NB in Bundles and the bundles should be strapped at minimum three places.
 - c) Above 100mm NB in loose.

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

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

4.0 Marking

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

PURCHASER

PROJECT

DESTINATION

Purchase Order No.....

Net Wt..... Kgs Gross Wt..... Kgs.

Dimensions.....X.....X.....CM.

Package No. (Sl. No. of total packages).....

Seller's Name.....

PACKING, MARKING, SHIPPING AND DOCUMENTATION

SPECIFICATIONS FOR INDIGENOUS MATERIALS (PMS/EIL/1)

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

5.0 Shipment

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

5.2 Despatch by Road

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

5.3 Despatch by Rail

- 5.3.1 The SELLER shall be responsible for:

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

PACKING, MARKING, SHIPPING AND DOCUMENTATION

SPECIFICATIONS FOR INDIGENOUS MATERIALS (PMS/EIL/1)

5.3.2 As “SMALLS”

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

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

5.3.3 As Wagon Loads

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

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

When ODC packages are involved, the SELLER shall apply to the Railway Authorities with loading sketches showing overall dimensions and the wagon proposed to be utilised sufficiently in advance for obtaining movement sanction and to establish firm transportability. Copies of all such correspondence together with loading sketches should be sent to Sr.Manager-Shipping EIL, New Delhi. ODC packages shall be loaded, packed and lashed strictly in accordance with the Railway Regulations. Should there be any delay/difficulty in obtaining the required wagon(s), the SELLER shall inform Resident Inspector and Sr. Manager- Shipping EIL, New Delhi immediately giving details of the required number of wagons, type, carrying capacity, etc. and indent number so that the matter may be taken up with the Railway Authorities concerned.

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

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

PACKING, MARKING, SHIPPING AND DOCUMENTATION

SPECIFICATIONS FOR INDIGENOUS MATERIALS (PMS/EIL/1)

5.4 Shipment by Air

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

5.5 Destination

The consignments should be despatched as indicated in Bidding Document/Purchase Order.

5.6 Advance Information

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

5.7 Transmission of Despatch Documents

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

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

6.0 Transit Risk Insurance

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

7.0 Despatch through Approved Transporters

All materials must be despatched through PURCHASER/CONSULTANT approved transporters, list of which may be obtained from the PURCHASER's/CONSULTANT's nearest branch/regional office.

----- X -----

PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/CONTRACTORS/CONSULTANTS

1.0 GENERAL

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

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

2.0 OBJECTIVE:

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

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

3.0 METHODOLOGY:

(i) Preparation of Performance Rating Data sheet

Performance Rating Data Sheet for each and every Vendor/Contractor or Consultant for all orders/Contracts with a value of Rs. 1 Lakh and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

(ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor, Contractor or Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters individually and collectively. Any Party failing to secure less than the minimum score in any of the parameters shall not be considered to remain in business with GAIL.

(iii) Initiation of Measures:

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

(iv) Implementation of Corrective Measures:

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

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

4.0 **EXCLUSIONS:**

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

- (i) Orders/Contracts below the value of Rs. 1 Lakh.
- (ii) One time vendor/ Contractor/Consultant.
- (iii) Orders for Misc./Administrative items/Non stock Non valuated items.

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

5.0 **PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/CONTRACTORS/CONSULTANTS**

5.1 **FOR PROJECTS**

- (i) Evaluation of performance of Vendors/ Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- (ii) On commissioning of any Project, EIC (Engineer-In-Charge)/Project In-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts excluding cases under para 4.0
- (iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-In-charge:

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

- (iv) Reply from concerned Vendor/Contractor/Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- (v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
 - (A) Where Performance rating is "POOR":
 - (i) Recommend such defaulting Vendor/ Contractor/Consultant for putting on HOLIDAY for a period of 1 year.
 - (ii) When his performance has affected overall completion schedule of the project, recommend such defaulting Vendor/ Contractor/Consultant for putting on HOLIDAY for a period of 2/3 years,

(B) Where Performance rating is "FAIR":

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

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

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

- (i) Evaluation of performance of Vendors/ Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- (ii) After execution of order a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for all Orders by Site C&P and for all Contracts/Services by respective Engineer-In-Charge excluding cases under para 4.0
- (iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

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

- (iv) Reply from concerned Vendor/Contractor/Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- (v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
 - (A) Where Performance rating is "POOR"
 - (i) Recommend such defaulting Vendor/ Contractor/Consultant for putting on HOLIDAY for a period of 1 year.

(ii) When his performance has seriously affected the operation & maintenance of plant, recommend such defaulting Vendor/ Contractor/Consultant for putting on HOLIDAY for a period of 2/3 years.

(B) Where Performance rating is "FAIR"

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

- (vi) Irrespective of Performance rating, where Vendor/ Contractor/ Consultant submit forged documents such Vendor/Contractor/Consultant should be recommended for BLACKLISTING.
- (vii) A quarterly meeting of HOD (C&P), HOD (F&A) and HOD of respective departments shall be held at Site to review and examine all cases requiring putting the vendors/contractors/consultants on holiday for final decision.
- (viii) On receipt of recommendation of committee for putting a party on Holiday or for blacklisting, OIC will put up the recommendation of Committee to the concerned Director through Corporate C&P Deptt. along with a draft show cause notice providing a final opportunity to party to defend his case. The show cause notice will be legally vetted.
- (ix) After obtaining approval from the concerned Director, Corporate C&P department will issue the show cause notice to the concerned party.
- (x) On receipt of reply in response to show cause notice, Corporate C&P Deptt. will forward the same to OIC who after taking legal opinion will prepare a proposal for keeping the party on Holiday/for blacklisting and forward the same to Corporate C&P Deptt. for obtaining the approval of the concerned Director.
- (xi) After obtaining approval from the concerned Director, Corporate C&P Deptt. will issue a letter to the party conveying the decision of putting him on holiday for the specific period or blacklisting the party.
- (xii) A list of all parties put on holiday or blacklisted will be communicated to all concerned and will also be maintained at GAIL Intranet.

(xiii) However, Holiday restrictions shall not apply on Vendors for procurement of spares from them on proprietary basis.

6.0 REVIEW & RESTORATION OF PARTIES PUT ON HOLIDAY/BLACKLISTED

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

GAIL (India) Limited**PERFORMANCE RATING DATA SHEET**
(FOR PROJECTS/CONSULTANCY JOBS)

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

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

Signature of
authorized Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/COMPLETION PERFORMANCE 40 Marks

| <u>Delivery Period/ Completion Schedule</u> | <u>Delay in Weeks</u> | <u>Marks</u> |
|---|-----------------------|--------------|
| a) Up to 3 months | Before CDD | 40 |
| | Delay up to 4 weeks | 35 |
| | " 8 weeks | 30 |
| | " 10 weeks | 25 |
| | " 12 weeks | 20 |
| | " 16 weeks | 15 |
| | more than 16 weeks | 0 |
| b) Above 3 months | Before CDD | 40 |
| | Delay up to 4 weeks | 35 |
| | " 8 weeks | 30 |
| | " 10 weeks | 25 |
| | " 16 weeks | 20 |
| | " 20 weeks | 15 |
| | " 24 weeks | 10 |
| | more than 24 weeks | 0 |

1.2 QUALITY PERFORMANCE 40 Marks

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

1.3 RELIABILITY PERFORMANCE

20 Marks

A. FOR WORKS/ CONTRACTS

- (i) Submission of order acceptance, agreement, PBG, Drawings and other documents within time 4 marks
- (ii) Mobilization of resources as per Contract and in time 4 marks
- (iii) Liquidation of Check-list points 4 marks
- (iv) Compliance to statutory and HS & E requirements 4 marks

or

Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs

- (v) Timely submission of estimates and other documents for Extra, Substituted & AHR items 4 marks

B. FOR SUPPLIES

- (i) Submission of order acceptance, PBG, Drawings and other documents within time. 5 marks
- (ii) Attending complaints and requests for after Sales service/ warranty repairs and /or query/advice (upto the evaluation period). 5 marks
- (iii) Response to various correspondence and conformance to standards like ISO 5 marks
- (iv) Submission of all required documents including Test Certificates at the time of supply 5 marks

GAIL (India) Limited**PERFORMANCE RATING DATA SHEET (FOR O&M)**

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

| Performance Parameter | Delivery Performance | Quality Performance | Reliability Performance | Total |
|-----------------------|----------------------|---------------------|-------------------------|-------|
| Maximum Marks | 40 | 40 | 20 | 100 |
| Marks Allocated (*) | | | | |

Remarks (if any)

PERFORMANCE RATING (**)

Note: (*) Allocation of marks to be as per enclosed instructions
(**) Performance rating shall be classified as under:

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

Signature of authorized Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/COMPLETION PERFORMANCE 40 Marks

| <u>Delivery Period/ Completion Schedule</u> | <u>Delay in Weeks</u> | <u>Marks</u> |
|---|-----------------------|--------------|
| a) Up to 3 months | Before CDD | 40 |
| | Delay up to 4 weeks | 35 |
| | " 8 weeks | 30 |
| | " 10 weeks | 25 |
| | " 12 weeks | 20 |
| | " 16 weeks | 15 |
| | more than 16 weeks | 0 |
| b) Above 3 months | Before CDD | 40 |
| | Delay up to 4 weeks | 35 |
| | " 8 weeks | 30 |
| | " 10 weeks | 25 |
| | " 16 weeks | 20 |
| | " 20 weeks | 15 |
| | " 24 weeks | 10 |
| | more than 24 weeks | 0 |

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases: No Defects/No Deviation/No failure : 40 marks

| | | |
|---|---|-----------------------------------|
| i Rejection/ Defects | Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases | 10 marks |
| ii When quality failure endanger system integration and safety of the system. | Failure of severe nature - Moderate nature - low severe nature | 0,marks 5 marks 10-25 marks |
| iii Number of deviations | 1. No deviation 2. No. of deviations \leq 2 3. No. of deviations $>$ 2 | 5 marks 2 marks 0 marks |

1.3 RELIABILITY PERFORMANCE**20 Marks****A. FOR WORKS/ CONTRACTS**

- (i) Submission of order acceptance, agreement, PBG, Drawings and other documents within time 4 marks
- (ii) Mobilization of resources as per Contract and in time 4 marks
- (iii) Liquidation of Check-list points 4 marks
- (iv) Compliance to statutory and HS & E requirements 4 marks
or
Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs
- (v) Timely submission of estimates and other documents for Extra, Substituted & AHR items 4 marks

B. FOR SUPPLIES:

| | | |
|-------|---|---------|
| (i) | Submission of order acceptance, PBG, Drawings and other documents within time. | 5 marks |
| (ii) | Attending complaints and requests for after Sales service/ warranty repairs and /or query/advice (up to the evaluation period). | 5 marks |
| (iii) | Response to various correspondence and conformance to standards like ISO | 5 marks |
| (iv) | Submission of all required documents including Test Certificates at the time of supply | 5 marks |

MATERIAL REQUISITION (TOP SHEET)

ITEM: FITTINGS

MR Category :I

Issue Status (Fill 1 or 2 from below in this bracket) []

1. -> Entire Requisition Issued

2. -> Only Revised Pages are Issued

DOCUMENT NUMBER

(Always quote this document number given below as reference)

| | | | | | | | |
|----------------|-----------------------|------------------------|---------------------|---------------|------------|-------------------|-----------------------------------|
| A645 | 000 | QE | MR | 9030 | A | 24/09/2014 | 11/42 |
| JOB NO. | UNIT/ AREA | COST CENTRE | DOC CODE | SR.NO. | REV | DATE | ORIGINATING DIVN./DEPT |

| | |
|--------------------|--------------------|
| | |
| VENDOR CODE | VENDOR NAME |

Material to be delivered at (job site) GAIL, KG BASIN within the delivery period specified in the "Request For Quotation" (RFQ).

Notes :

1. This page is a record of all the Revisions of this Requisition.
2. The nature of the Revision is briefly stated in the "Details" column below, the Requisition in its entirety shall be considered for contractual purposes.
3. When a Requisition is revised, only the revised pages may be issued.
4. When revised pages only are issued, the revised pages shall form part of the original Requisition. The original requisition along with the revised pages shall be considered in its entirety for contractual purposes.
5. Vendors are required to quote strictly as per technical specifications / notes stipulated in the material requisition. The offers with deviations are likely to be summarily rejected.

| REV. | DATE | BY | CHK. | APPD. | DETAILS |
|------|------------|----|------|-------|-----------------|
| A | 24/09/2014 | RP | NR | MSG | ISSUED FOR BIDS |

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| | | | |
|---|--|------------------------|------------|
| <p>ENGINEERS INDIA LIMITED NEW DELHI</p> | <p>Project: PIPELINE REPLACEMENT</p> <p>Client: GAIL</p> | Requisition No. | Rev |
| | | A645-000-QE-MR-9030 | A |

LIST OF ATTACHMENT

| SR. NO | DOCUMENT TITLE | DOCUMENT NO. | REVISION | |
|--------|---|------------------------|----------|------------|
| | | | NO. | DATE |
| 1 | GENERAL NOTES TO MR | A645-000-QE-GN-9030 | A | 24/09/2014 |
| 2 | STANDARD SPECIFICATION FOR FLANGES AND WELDED FITTINGS (SIZE 450MM (18") AND ABOVE | 6-71-0023 | 4 | 16/02/2012 |
| 3 | ADDENDUM FOR STANDARD SPECIFICATION FOR FLANGES AND WELDED FITTINGS (SIZE 450MM (18") AND ABOVE | A645-000-11-42-AD-0023 | A | 24/09/2014 |
| 4 | INSPECTION & TEST PLAN FOR ONSHORE CORBON STEEL FLANGES & WELDED FITTINGS (18" NB & ABOVE) | 6-81-0090 | 3 | 17/06/2013 |
| 5 | SPECIFICATION FOR QUALITY MANAGEMENT SYSTEM REQUIREMENTS FROM BIDDERS | 6-78-0001 | 0 | 04/07/2009 |
| 6 | SPECIFICATION FOR DOCUMENTATION REQUIREMENTS FROM SUPPLIERS | 6-78-0003 | 0 | 04/06/2009 |

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| | | | |
|---|--------------------------------------|------------------------------------|------------|
|  ENGINEERS INDIA LIMITED NEW DELHI | Project: PIPELINE REPLACEMENT | Requisition No. | Rev |
| | Client: GAIL | A645-000-QE-MR-9030 Page 2 of 3 | A |

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MR ATTACHMENT

| SR.NO. | ITEMCODE | DETAIL DESCRIPTION | QTY. | U. RATE | TOT.VALUE | CDD |
|---|-------------------|--|-------|---------|-----------|-----|
| <i>Item Description: ELBOW.90, B-16.9, MSS SP-75 GR.WPHY-52, BW, 1.5D</i> | | | | | | |
| 1 | WAGG24Z102182ZZZZ | 18.0 INCH, 15.9 MM THK | 4 NOS | | | |
| <i>Item Description: ELBOW.45, B-16.9, MSS SP-75 GR.WPHY-52, BW, 1.5D</i> | | | | | | |
| 2 | WBG24Z102182ZZZZ | 18.0 INCH, 15.9 MM THK | 2 NOS | | | |
| <i>Item Description: REDUC.ECC, B-16.9, MSS SP-75 GR.WPHY-52, BW</i> | | | | | | |
| 3 | WVGG24ZZ024882080 | 24.0 INCH, 19.1 MM THK, 16.0 INCH, 14.3 MM THK | 2 NOS | | | |



ENGINEERS INDIA LIMITED
NEW DELHI

Project: PIPELINE REPLACEMENT
Client: GAIL

| | |
|------------------------|------------|
| Requisition No. | Rev |
| A645-000-QE-MR-9030 | A |
| Page 3 of 3 | |

GENERAL NOTES TO MR NO. A645-000-QE-MR-9030

- 1.1 All fittings shall be used for Natural gas service.
- 1.2 All material shall be delivered at Company's storage yard, GAIL Rajamundhary.
- 1.3 The quantities indicated in MR are indicative and are subject to variation up to ± 1 no. The price quoted for the items shall remain valid for any change in quantity within such variation.

| Rev. No | Date | Purpose | Prepared by | Checked by | Approved by |
|---------|----------|-----------------|-------------|------------|-------------|
| A | 24.09.14 | Issued for bids | RP | NR | MSG |

फ्लेन्जेस एवं वेल्डेड फिटिंग्स के लिए
मानक विनिर्देश
(साइज डीएन 450 मि.मी. (18") तथा ऊपर)

STANDARD SPECIFICATION
FOR
FLANGES & WELDED FITTINGS
(SIZE DN 450 mm (18") AND ABOVE)

| | | | | | | |
|-------------|----------|--|-----------------|------------|------------------------------|---------------------------|
| 4 | 16-02-12 | REVISED & REISSUED AS STANDARD SPECIFICATION | <i>gajendra</i> | SKJ | VM | DM |
| 3 | 21-11-06 | REVISED & REISSUED AS STANDARD SPECIFICATION | MKM | SK | AS | YC |
| 2 | 25-10-01 | REVISED & REISSUED AS STANDARD SPECIFICATION | MKM | KKS | SJ | GRR |
| 1 | 12-10-98 | REVISED & REISSUED AS STANDARD SPECIFICATION | PKM | ASr | VC | AS |
| 0 | 15-01-90 | ISSUED AS STANDARD SPECIFICATION | SK | RKD | SA | |
| Rev. No | Date | Purpose | Prepared by | Checked by | Standards Committee Convener | Standards Bureau Chairman |
| Approved by | | | | | | |

Abbreviations:

| | | |
|--------|---|---|
| API | : | American Petroleum Institute |
| ASME | : | American Society of Mechanical Engineers |
| ASTM | : | American Society of Testing of Materials |
| BHN | : | Brinell Hardness Number |
| CE | : | Carbon Equivalent |
| DN | : | Nominal Diameter |
| HAZ | : | Heat Affected Zone |
| LPG | : | Liquefied Petroleum Gas |
| LTCS | : | Low Temperature Carbon Steel |
| MSS-SP | : | Manufacturers Standardization Society – Standard Practice |
| RTJ | : | Ring Type Joint |
| SSPC | : | Steel Structures Painting Council |

Pipeline Engineering Standards Committee

Convenor : Mr. Vinay Mittal

Members : Mr. S.K. Jain
Mr. Raj Kumar
Mr. M. S. Gunjiyal
Dr. R. S. Bhatia (Piping)
Mr. R. Chaudhury (SMMS)
Mr. A. K. Chaudhary (PDD)
Mr. S. S. Lotay (Inspection)
Mr. G. K. Iyer (HO Construction)
Mr. M. P. Jain (Projects)

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1.0 SCOPE

This specification covers the minimum requirements for the design, manufacture and supply of following carbon steel flanges and fittings of size DN 450 mm (18") and above to be installed in onshore pipeline systems handling non-sour hydrocarbons in liquid or gaseous phase including Liquefied Petroleum Gas (LPG):

- Flanges such as weld neck flanges, blind flanges, spectacle blinds, spacers & blinds, etc.
- Welded fittings such as tees, elbows, reducers, caps, outlets etc.

2.0 REFERENCE DOCUMENTS

Reference has been made in this specification to the latest edition (edition enforce at the time of issue of enquiry) of the following Codes, Standards and Specifications.

- a) ASME B31.3 - Process Piping
- b) ASME B31.4 - Pipeline Transportation Systems for Liquid Hydrocarbons and Other Liquids
- c) ASME B31.8 - Gas Transmission and Distribution Piping Systems
- d) ASME B16.5 - Pipe Flanges and Flanged Fittings
- e) ASME B16.9 - Factory Made Wrought Steel Butt Welding Fittings
- f) ASME B16.25 - Butt-welding Ends
- g) ASME B16.47 - Large Diameter Steel Flanges
- h) ASME B 16.48 - Steel Line Blanks
- i) API 1104 - Specification for Welding Pipeline and Related Facilities
- j) ASME Sec VIII - Boiler and Pressure Vessel Code - Rules for Construction of Pressure Vessels
- k) ASME Sec IX - Qualification Standard for Welding and Brazing Procedures, Welders, Brazers and Welding and Brazing Operators
- l) ASTM A 370 - Standard Test Methods and Definitions for Mechanical Testing of Steel Products
- m) MSS-SP-25 - Standard Marking System for Valves, Fittings, Flanges and Unions
- n) MSS-SP-44 - Steel Pipeline Flanges
- o) MSS-SP-75 - Specification for High Test Wrought Welded Fittings
- p) MSS-SP-97 - Forged Carbon Steel Branch Outlet Fittings- Socket Welding, Threaded and Butt Welding Ends

In case of conflict between the requirements of this specification and the Codes, Standards and Specifications referred above, the requirements of this specification shall govern.

3.0 MANUFACTURER'S QUALIFICATION

Manufacturer who intends bidding for fittings must possess the records of a successful proof test in accordance with the provisions of ASME B16.9/MSS-SP-75, as applicable. These records shall be submitted at the time of bidding qualifying the entire range of fittings offered.

4.0 MATERIAL

4.1 The Carbon Steel used in the manufacture of flanges and fittings shall be fully killed. Material for flanges and fittings shall comply with the material standards indicated in the Material/Purchase Requisition. In addition, the material shall also meet the requirements specified hereinafter.

4.2 Each heat of steel used for the manufacture of flanges and fittings shall have Carbon Equivalent (CE) not greater than 0.45 calculated from check analysis in accordance with the following formula:

$$CE = C + \frac{Mn}{6} + \frac{Cr + Mo + V}{5} + \frac{Ni + Cu}{15}$$

4.3 For flanges and fittings specified to be used for Gas service or LPG service, Charpy V-notch test shall be conducted on each heat of steel used. Unless specified otherwise, the Charpy V-notch test shall be conducted at 0° C in accordance with the impact test provisions of ASTM A 370 for flanges and MSS-SP-75 for all fittings. Results of charpy test shall be recorded.

The average absorbed impact energy values of three full-sized specimens shall be 27 joules. The minimum impact energy value of any one specimen of the three specimens analysed as above, shall not be less than 22 Joules.

When Low Temperature Carbon Steel (LTCS) materials are specified in Purchase Requisition for flanges and fittings, the Charpy V-notch test requirements of applicable material standard shall be complied with.

4.4 For flanges and fittings specified to be used for Gas service or LPG service, Hardness test shall be carried out as per ASTM A 370 for each heat of steel used. A full thickness cross section shall be taken for this purpose and the maximum hardness of base metal, weld metal and HAZ shall not exceed 248 HV₁₀.

Hardness testing shall cover at least 10% per item, per size, per heat, per manufacturing method. The hardness shall be recorded in the test reports.

4.5 In case of RTJ (Ring Type Joint) flanges, the groove hardness shall be minimum 140 BHN. Ring Joint flanges shall have octagonal section of Ring Joint.

5.0 DESIGN AND MANUFACTURE

5.1 Flanges such as weld neck flanges and blind flanges shall conform to the requirements of ASME B16.5 upto sizes DN 600 mm (24") excluding DN 550 mm (22"), and MSS-SP-44 for sizes DN 550 mm (22") and ASME B16.47 (Series A) for sizes DN 650 mm (26") and above.

5.2 Spectacle blind and spacer & blind shall conform to the requirements of ASME B 16.48 upto sizes DN 600 mm (24"). For sizes DN 650 mm (26") and above, spectacle blind and spacer & blind shall conform to Manufacturer's standard. For sizes upto DN 600 mm (24") handle projection dimensions of spacers & blinds shall be as per EIL Std. 7-44-0166. For sizes above DN 600 mm (24") handle projection shall be such that both the holes (hole for lifting lug and

the hole for identification as spacer) are minimum 75 mm outside the outside diameter of the corresponding weld neck end flange of ASME B-16.47 series A. Ring joint Fig.8 flanges, spacers & blinds shall be female type only.

- 5.3 Type, face and face finish of flanges shall be as specified in Material/Purchase Requisition.
- 5.4 Fittings such as tees, elbows, reducers, etc. shall be either welded or seamless type. All welded fittings shall be subjected to heat treatment. All fittings (except weldolets) shall comply with the requirements of MSS-SP-75. Fittings such as weldolets etc. shall be manufactured in accordance with MSS-SP-97. Welded pipes used for fittings shall be LSAW type only.
- 5.5 For reducing butt weld fittings having different wall thickness at each end, the greater thickness of fitting shall be employed and inside bore at each end shall be matched with the specified inside diameter.
- 5.6 Tees shall be manufactured by forging or extrusion method. Stub-in or pipe to pipe connection shall not be used in the manufacture of tees. The longitudinal weld seam shall be kept at 90° from the extrusion. Fittings shall not have any circumferential weld joint.
- 5.7 All butt weld ends shall be bevelled as per ASME B16.5/MSS-SP-44/ASME B16.47 as applicable for flanges and MSS-SP-75/MSS-SP-97 as applicable for fittings.
- 5.8 Inside weld projection for welded fittings shall not exceed 1.6 mm. The reinforcement of inside weld seam shall be removed for a distance of 100 mm from each end of welded fittings.
- 5.9 All welds shall be made by welders and welding procedures qualified in accordance with provisions of ASME Sec. IX. The procedure qualification shall include Charpy V-notch test for weld/heat affected zone and hardness test in accordance with clause 4.3 and 4.4 of this specification respectively.
- 5.10 Repair by welding on flanges and parent metal of fittings is not permitted. Repair of weld seam by welding shall be carried out by welders and welding procedures duly qualified as per ASME Section IX and records for each repair shall be maintained. Repair welding procedure qualification shall include all tests, which are applicable for regular production welding procedure qualification. All heat treatment and radiography shall be repeated after the repair.
- 5.11 The tolerance on internal diameter and out of roundness at the ends for welded fittings shall be as per connected pipe specification / as indicated in Material Requisition.

6.0 INSPECTION AND TESTS

- 6.1 The Manufacturer shall perform all inspections and tests as per the requirement of this specification and the relevant codes, prior to shipment at his works. Such inspections and tests shall be, but not limited to the following:
- 6.1.1 All flanges and fittings shall be visually inspected. The internal and external surfaces of the flanges and fittings shall be free from any strikes, gauges and other detrimental defects.
- 6.1.2 Dimensional checks shall be carried out on finished products as per ASME B16.5/MSS-SP-44/ASME B16.47 (Series A) as applicable for flanges, ASME B 16.48 for spacers and blinds and ASME B16.9/MSS-SP-75/MSS-SP-97 as applicable for fittings and as per this specification.
- 6.1.3 Chemical composition and mechanical properties shall be checked as per relevant material standards and this specification, for each heat of steel used.

6.1.4 The non-destructive inspection shall be carried out as given below:

- a) All butt and repair welds for welded fittings shall be examined 100 % by radiography. Acceptance criteria shall be as per ASME B 31.4 or ASME B 31.8 as applicable and API 1104. Radiography shall be performed after the final heat treatment.
- b) When elbows of size \geq DN 450 mm (18") are manufactured, the first elbow of each radius, diameter and wall thickness shall be ultrasonically checked for sufficient wall thickness in areas where a minimum wall thickness is to be expected. This shall be followed by random inspection of one out of every three elbows of the same radius, diameter and wall thickness.
- c) All finished wrought weld ends shall be 100% tested for lamination type defects by ultrasonic test. Any lamination larger than 6.35 mm shall not be acceptable.
- d) Magnetic particle or liquid penetrant examination shall be performed on cold formed butt welding tees with extruded outlets as per applicable material standard.
- e) Welds, which cannot be inspected by radiographic methods, shall be checked by ultrasonic or magnetic particle methods. Acceptance criteria shall be as per ASME Section VIII Appendix U and Appendix VI respectively.

6.2 Purchaser's Inspector reserves the right to perform stage wise inspection and witness tests, as indicated in clause 6.1 of this specification at Manufacturer's Works prior to shipment. Manufacturer shall give reasonable notice of time and shall provide, without charge, reasonable access and facilities required for inspection, to the Purchaser's Inspector.

Inspection and tests performed/witnessed by Purchaser's Inspector shall in no way relieve the Manufacturer's obligation to perform the required inspection and tests.

7.0 TEST CERTIFICATES

Manufacturer shall furnish the following certificates:

- a) Test certificates relevant to the chemical analysis and mechanical properties of the materials used for manufacture of flanges and fittings as per relevant standards and this specification.
- b) Test Reports on radiography, ultrasonic inspection, and magnetic particle / liquid penetrant examination.
- c) Test reports of heat treatment carried out as per the specification.
- d) Welding procedures and welders qualification reports.
- e) Test certificate for each fitting stating that it is capable of withstanding without leakage a test pressure, which results in a hoop stress equivalent to 100 % of the specified minimum yield strength for the pipe with which the fitting is to be attached without impairment of serviceability.

8.0 PAINTING, MARKING AND SHIPMENT

8.1 After all inspection and tests required have been carried out; all external surfaces shall be thoroughly cleaned to remove grease, dust and rust and shall be applied with standard mill

coating for protection against corrosion during transit and storage. The coating shall be easily removable in the field.

- 8.2 Ends of all fittings and weld neck flanges shall be suitably protected to avoid any damage during transit. Metallic or high impact plastic bevel protectors shall be provided for flanges and fittings. Flange face shall be suitably protected to avoid any damage during transit.
- 8.3 All flanges and fittings shall be marked as per applicable dimension/manufacturing standard.

9.0 DOCUMENTATION

Documentation to be submitted by Manufacturer to Company is summarized below. Number of Copies (Hard copies / soft copies etc.) shall be as indicated in CONTRACT document/Material Requisition.

- 9.1 Prior to shipment, the Manufacturer shall submit the test certificates as listed in clause 7.0 of this specification.
- 9.2 All documents shall be in English Language only.



GAIL (INDIA) LIMITED

PIPELINE REPLACEMENT PROJECT- KG BASIN

ADDENDUM TO STANDARD SPECIFICATION No. 6-71-0023 FOR FLANGES AND WELDED FITTINGS (SIZES DN 450 MM (18") & ABOVE)

| Rev. No | Date | Purpose | Prepared by | Checked by | Approved by |
|---------|------------|-----------------------------|-------------|------------|-------------|
| 0 | 24.09.2014 | ISSUED AS JOB SPECIFICATION | RP | NR | MSG |

AMENDMENTS/ADDITIONAL REQUIREMENTS

Specification No. : 6-71-0023, Rev 4

Title : Standard Specification For flanges and welded fittings (sizes DN 450 mm (18") & above)

Following amendments/additional requirements shall be applicable

- 1.0 Refer Clause No. 4.3, page 5 of 8 the entire clause "for flanges and fittings Shall be complied with " stands replaced by following :

Charpy V notch impact test requirement shall be as follows ,

| Material | | Impact Test Temperature | Energy Absorption Value |
|--------------|-----------|-------------------------|------------------------------|
| Type | Standard | | |
| Carbon Steel | MSS SP-75 | -29°C | Average 27 J Minimum 22 J |

ऑनशोर कार्बन स्टील फ्लैजों व वैल्डेड फिटिंगों
(18" एन बी व अधिक) के लिये निरीक्षण व परीक्षण योजना

INSPECTION AND TEST PLAN FOR ONSHORE CS
FLANGES AND WELDED FITTINGS
(18"NB & ABOVE)

| | | | | | | |
|----------|------------|---------------------------|-------------|------------|------------------------------|---------------------------|
| 3 | 17.06.2013 | REVISED AND RE-ISSUED | TKK | RKS | SCG | DM |
| 2 | 15.07.2011 | REVISED AND RE-ISSUED | TKK | SCG | AKC | DM |
| 1 | 02.01.08 | REVISED AND RE-ISSUED | AM | SS | MVKK | VC |
| 0 | 28.11.02 | ISSUED FOR IMPLEMENTATION | NKN | SPS | AKB | SB |
| Rev. No. | Date | Purpose | Prepared by | Checked by | Convenor Standards Committee | Chairman Standards Bureau |
| | | | | | | Approved by |

Abbreviations:

| | | | | | |
|--------|---|---|-------------|---|---|
| CEIL | : | Certification Engineers International Limited | MRT | : | Mechanical Run Test |
| CIMFR | : | Central Institute of Mining & Fuel Research | NDT | : | Non Destructive Testing |
| CE | : | Carbon Equivalent | NPSH | : | Net Positive Suction Head |
| DFT | : | Dry Film Thickness | PO | : | Purchase Order |
| DPT | : | Dye Penetrant Testing | PESO | : | Petroleum Explosive Safety Organization |
| DHT | : | De-hydrogen Heat Treatment | PQR | : | Procedure Qualification Record |
| ERTL | : | Electronics Regional Test Laboratory | PR | : | Purchase Requisition |
| FCRI | : | Fluid Control Research Institute | PMI | : | Positive Material Identification |
| HT | : | Heat Treatment | RT | : | Radiography Testing |
| HIC | : | Hydrogen Induced Cracking | SSCC | : | Sulphide Stress Corrosion Cracking |
| ITP | : | Inspection and Test Plan | TC | : | Test Certificate |
| IP | : | Ingress Protection | TPI or TPIA | : | Third Party Inspection Agency |
| IHT | : | Intermediate Heat Treatment | UT | : | Ultrasonic Testing |
| IC | : | Inspection Certificate | VDR | : | Vendor Data Requirement |
| IGC | : | Inter Granular Corrosion | WPS | : | Welding Procedure Specification |
| MPT/MT | : | Magnetic Particle Testing | WPQ | : | Welders Performance Qualification |
| MTC | : | Material Test Certificate | | | |

Inspection Standards Committee

Convenor : Mr. S C Gupta

Members:

| | | |
|-------------------|--------------------|----------------------------|
| Mr. R.K. Singh | Mr. Rajeev Kumar | Mr. Himangshu Pal |
| Mr. Neeraj Mathur | Mr. T Kamalakannan | Mr. Deepak Gupta (Project) |
| Mr. Mayank Jain | | |

INSPECTION AND TEST PLAN FOR ONSHORE CS FLANGES AND WELDED
FITTINGS (18"NB & ABOVE)

1.0 SCOPE:

This Inspection and Test Plan covers the minimum testing requirements of Onshore CS Flanges and Welded Fittings (18"NB & above)

2.0 REFERENCE DOCUMENTS:

PO/PR/ Standards referred there in/ Job specifications /Approved documents.

3.0 INSPECTION AND TEST REQUIREMENTS:

| SL NO. | STAGE/ ACTIVITY | CHARACTERISTICS | QUANTUM OF CHECK | RECORD | SCOPE OF INSPECTION | | |
|--------|--|---|------------------|---------------------|---------------------|----------|-----------------------|
| | | | | | SUB SUPPLIER | SUPPLIER | EIL/TPIA |
| 1.0 | Procedure | | | | | | |
| 1.1 | Heat Treatment, NDT and Other Procedures | Documented Procedures | 100% | Procedure Documents | - | H | R |
| 1.2 | WPS,PQR & WPQ | Welding Parameters & Qualification Record | 100% | WPS,PQR & WPQ | - | H | W- New R- Existing |
| 2.0 | Material Inspection | | | | | | |
| 2.1 | Raw Material Inspection | Chemical & Mechanical Properties | 100% | Test Certificates | - | H | R |

INSPECTION AND TEST PLAN FOR ONSHORE CS FLANGES AND WELDED
FITTINGS (18"NB & ABOVE)

| SL NO. | STAGE/ ACTIVITY | CHARACTERISTICS | QUANTUM OF CHECK | RECORD | SCOPE OF INSPECTION | | |
|--------|--------------------------------|---|-----------------------------|--------------------|---------------------|----------|------------|
| | | | | | SUB SUPPLIER | SUPPLIER | EIL/TPIA |
| 3.0 | In Process Inspection | | | | | | |
| 3.1 | Welding | Welding Parameters as per WPS / PQR | 100% | Inspection Reports | - | H | - |
| 3.2 | Heat Treatment | Stress Relieving, Normalising, Tempering, Solution Annealing, Stabilization Heat Treatment etc. as applicable | 100% | HT chart | - | H | R |
| 3.3 | NDT As applicable | Surface & Internal Imperfections | PR / Purchase Specification | NDT Reports | - | H | R |
| 3.4 | RT For Fittings As Applicable | Weld defects | PR / Purchase Specification | RT films & Reports | - | H | R |
| 3.5 | Identification of Test Samples | Product Chemical, Mechanical, Impact, and other test as applicable | PR / Purchase Specification | Test Reports | - | H | H (Note-1) |
| 3.6 | Product Analysis | Chemical Composition | PR / Purchase Specification | Test Reports | - | H | R |

INSPECTION AND TEST PLAN FOR ONSHORE CS FLANGES AND WELDED
FITTINGS (18"NB & ABOVE)

| SL NO. | STAGE/ ACTIVITY | CHARACTERISTICS | QUANTUM OF CHECK | RECORD | SCOPE OF INSPECTION | | |
|------------|---|--|-----------------------------|-------------------|---------------------|----------|----------------|
| | | | | | SUB SUPPLIER | SUPPLIER | EIL/TPIA |
| 3.7 | Destructive Testing | Mechanical, Impact, and other test as applicable | PR / Purchase Specification | Test Reports | - | H | H (Note-1) |
| 4.0 | Final Inspection | | | | | | |
| 4.1. | Visual and Dimensional Inspection (VDI) | Surface finish, Dimensions, Marking etc | 100% | Inspection Report | - | H | RW (Note-1) |
| 4.2 | Final Stamping | Stamping Of Accepted Items | 100% | Inspection Report | - | H | H (Note-1) |
| 4.3 | PMI Check | Chemical Check | As per EIL Spec. 6-81-0001 | Inspection Report | - | H | RW (Note-1) |
| 5.0 | Painting | | | | | | |

INSPECTION AND TEST PLAN FOR ONSHORE CS FLANGES AND WELDED
FITTINGS (18"NB & ABOVE)

| SL NO. | STAGE/ ACTIVITY | CHARACTERISTICS | QUANTUM OF CHECK | RECORD | SCOPE OF INSPECTION | | |
|--------|--|---|------------------|-------------------|---------------------|----------|----------|
| | | | | | SUB SUPPLIER | SUPPLIER | EIL/TPIA |
| 5.1 | Rust Preventive Coating & Color Coding | Visual & Color Coding as applicable | 100% | Inspection Report | - | H | - |
| 6.0 | Documentation & IC | | | | | | |
| 6.1 | Documentation & Inspection Certificate(IC) | Review of Stage Inspection Reports / Test Reports & Issue of IC | 100% | Supplier TC & IC | - | H | H |

Legend: H- Hold (Do not proceed without approval), P-Perform, RW - Random Witness (As specified or 10% (min.1 no. of each size and type of Bulk item)), R-Review, W-Witness (Give due notice, work may proceed after scheduled date).

NOTES (As applicable):

1. For Non NACE & Non Hydrogen service Carbon Steel Flanges up to size 24"-300ANSI and Fittings upto 14" Class will be accepted on review of Supplier Test Certificates. Supplier Test Certificate to be reviewed by EIL/TPIA.
2. This document describes the generic test requirements. Any additional test or Inspection scope if specified in contract documents shall also be applicable.(unless otherwise agreed upon)
3. Acceptance Norms for all the activities shall be as per PO/PR/STANDARDS referred there in /Job Specification /Approved Documents.

बोलीकर्ता से गुणवत्ता प्रबंधन
प्रणाली अपेक्षाओं हेतु विनिर्देश

**SPECIFICATION FOR QUALITY
MANAGEMENT SYSTEM
REQUIREMENTS FROM BIDDERS**

| Rev. No | Date | Purpose | Prepared by | Checked by | Approved by |
|---------|----------|----------------------------------|-------------------------|-------------------------|--|
| 0 | 04.06.09 | Issued as Standard Specification | QMS Standards Committee | QMS Standards Committee | SCT ND |
| | | | | | Standards Committee Convenor Standard Bureau Chairman |

Abbreviations:

| | | |
|-----|---|--|
| MR | - | Material Requisition |
| PR | - | Purchase Requisition |
| PO | - | Purchase Order |
| QA | - | Quality Assurance |
| QMS | - | Quality Management System |
| ISO | - | International Organization for Standardization |
| CV | - | Curriculum Vitae |

QMS Standards Committee

Convenor: Mr. S.C. Tyagi

Members: Mr. Chandra Kant (Insp.)
Mr. R.K. Trivedi (Engg.)
Mr. R.K. Sabharwal (C&P)
Mr. M.P. Jain (Projects)
Mr. Ravindra Kumar (Const.)
Mr. Mukesh Meena (CQA)



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| 3.0 | REFERENCE DOCUMENTS..... | 4 |
| 4.0 | QUALITY MANAGEMENT SYSTEM – GENERAL | 4 |
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Attachment

Format for Concession/Deviation Permit : Format No.5-0000-0180-F1

1.0 SCOPE

This specification establishes the Quality Management System requirements to be met by BIDDER for following purpose:

- QMS requirements to be met by suppliers/contractors after award of work/during contract execution.

2.0 DEFINITIONS

2.1 Bidder

For the purpose of this specification, the word "BIDDER" means the person(s), firm, company or organization who is under the process of being contracted by EIL / Owner for delivery of some products (including service). The word is considered synonymous to supplier, contractor or vendor.

2.2 Project Quality Plan

Document tailored from Standard Quality Management System Manual of BIDDER, specifying how the quality requirements of the project will be met.

2.3 Owner

Owner means the owner of the project for which services / products are being purchased and includes their representatives, successors and assignees.

3.0 REFERENCE DOCUMENTS

| | |
|-----------|---|
| 6-78-0002 | Specification for Documentation Requirements from Contractors |
| 6-78-0003 | Specification for Documentation Requirements from Suppliers |

4.0 QUALITY MANAGEMENT SYSTEM – GENERAL

Unless otherwise agreed with EIL / Owner, the BIDDER proposed quality system shall fully satisfy all relevant requirements of ISO 9001 "Quality Management Systems – Requirements." Evidence of compliance shall be current certificate of quality system registration to ISO 9001 or a recent compliance audit recommending registration from a registrar. The quality system shall provide the planned and systematic control of all quality related activities for execution of contract. Implementation of the system shall be in accordance with BIDDER'S Quality Manual and PROJECT specific Quality Plan.

5.0 QUALITY SYSTEM REQUIREMENTS

5.1 BIDDER shall ensure that the responsible authority for execution of the order / contract has communicated the PO / contract requirements including any identified or intended statutory and regulatory requirements to all concerned in their organization and sub-contractor's organization who are contributing to the execution of the PO/ contract.

5.2 BIDDER shall establish a documented Quality Policy and Quality Objectives to achieve the specified and intended requirement of PO / contract.

- 5.3 BIDDER shall identify and communicate the responsibilities and authorities of the personnel contributing to the execution of the PO / contract.
- 5.4 BIDDER shall deploy competent and trained personnel for various activities for fulfillment of PO / contract. BIDDER shall arrange adequate infrastructure and work environment to ensure that the specification and quality of the deliverable are maintained.
- 5.5 BIDDER shall do the quality planning for all activities involved in delivery of order. The quality planning shall cover as minimum the following:
- Resources
 - Product / deliverable characteristics to be controlled.
 - Process characteristics to ensure the identified product characteristics are realized
 - Identification of any measurement requirements, acceptance criteria
 - Records to be generated
 - Need for any documented procedure
- The quality planning shall result into the quality assurance plan, inspection and test plans (ITPs) and job procedures for the project activities in the scope of bidder. These documents shall be submitted to EIL/Owner for review/approval, before commencement of work.
- 5.6 Requirements for sub-contracting / purchasing of services specified in contract / tender shall be adhered to. Wherever requirements are not specified, the sub-contractor shall establish and maintain a system for purchasing / sub-contracting to ensure that purchased product / service conforms to specified requirements. Criteria for selection of sub-contractor, evaluation, re-evaluation, maintenance of purchasing data and verification of purchased product (sub-contractor services), constitute important components of this requirement.
- 5.7 BIDDER shall plan and carry production and service provision under controlled conditions. Controlled conditions shall include, as applicable
- a) the availability of information that describes the characteristics of the product
 - b) the availability of work instructions
 - c) the use of suitable equipment
 - d) the availability and use of monitoring and measuring devices
 - e) the implementation of monitoring and measurement
 - f) the implementation of release, delivery and post delivery activities
- 5.8 BIDDER shall validate any processes for production and service provision where resulting output cannot be verified by subsequent monitoring and measurement. This includes any process where deficiencies become apparent only after the product is in use or service has been delivered.
- 5.9 BIDDER shall establish a system for identification and traceability of product / deliverable throughout product realization. Product status with respect to inspection and testing requirements shall be identified.
- 5.10 BIDDER shall identify, verify, protect and safeguard EIL / Owner property (material / document) provided for use or incorporation into the product. If any Owner / EIL property is lost, damaged or otherwise found to be unsuitable for use, this shall be reported to the EIL / Owner.

- 5.11 BIDDER shall preserve the conformity of product / deliverable during internal processing and delivery to the intended destination. Requirements mentioned in the tender shall be adhered to.
- 5.12 BIDDER shall establish system to ensure that inspection and testing activities are carried out in a manner that is consistent with the inspection and testing requirements. Where necessary, measuring equipments shall be calibrated at specified frequency, against national or international measurement standards; where no such standard exists, the basis used for calibration shall be recorded. The measuring equipments shall be adjusted or re-adjusted as necessary, identified to enable the calibration status to be determined. The measuring equipments shall be protected from damage during handling, maintenance and storage.
- 5.13 BIDDER shall ensure effective monitoring, using suitable methods, of the processes involved in production and other related processes for delivery of the scope of contract.
- 5.14 BIDDER shall monitor and measure the characteristics of the product/deliverable to verify that product requirement has been met. The inspection (stage as well as final) by BIDDER and EIL / Owner personnel shall be carried out strictly as per the ITPs forming part of the contract. Product release or service delivery shall not proceed until the planned arrangements have been satisfactorily completed, unless otherwise approved by relevant authority and where applicable by Owner / EIL.
- 5.15 BIDDER shall establish and maintain a documented procedure to ensure that the product which does not conform to requirements is identified and controlled to prevent its unintended use or delivery
- 5.16 All non-conformities (NCs) / deficiencies found by the BIDDER'S inspection / surveillance staff shall be duly recorded, including their disposal action shall be recorded and resolved suitably. Effective corrective and preventive action shall be implemented by the BIDDER so that similar NCs including deficiencies do not recur.
- 5.17 All deficiencies noticed and reported by EIL / Owner shall be analyzed by the BIDDER and appropriate corrective and preventive actions shall be implemented. BIDDER shall intimate EIL / Owner of all such corrective and preventive action implemented by him.
- 5.18 BIDDER should follow the standards, specifications and approved drawings. Concessions/Deviations shall be allowed only in case of unavoidable circumstances. In such situations Concession/deviation request must be made by the BIDDER in attached Format No. 5-0000-0180-F1.
- 5.19 BIDDER shall have documented procedure for control of documents.
- 5.20 All project records shall be carefully kept, maintained and protected for any damage or loss until the project completion, then handed over to EIL / Owner as per contract requirement (Refer Specification Nos. 6-78-0002 - Specification for Documentation Requirements from Contractors and 6-78-0003 - Specification for Documentation Requirements from Suppliers), or disposed as per relevant project procedure.
- 5.21 BIDDER shall prepare and submit for review and approval, Project Quality Plan / Quality Assurance Plan for contracted scope / job. The BIDDER'S Quality Plan shall address all of the applicable elements of ISO 9001, identify responsible parties within BIDDER'S organization, for the implementation / control of each area, reference the applicable procedures used to control / assure each area, and verify the documents produced for each area. The Project Quality Plan shall necessarily define control or make reference to the relevant procedures, for design and engineering, purchase, documentation, record control, bid evaluation, inspection, production/manufacturing, preservation, packaging and storage,

quality control at construction site, pre-commissioning, commissioning and handing over (as applicable) in line with contract requirement and scope of work.

6.0 AUDITS

BIDDER shall plan and carry out the QMS audit for the job. Quality audit programme shall cover design, procurement, construction management and commissioning as applicable including activities carried out by sub-vendors and sub-contractors. This shall be additional to the certification body surveillance audits carried out under BIDDER'S own ISO 9001 certification scheme.

The audit programmes and audit reports shall be submitted to EIL / Owner as per specified documentation requirements. EIL or Owner's representative reserves the right to attend, as a witness, any audit conducted during the execution of the WORKS.

In addition to above EIL, Owner and third party appointed by EIL/Owner may also perform Quality and Technical compliance audits. BIDDER shall provide assistance and access to their systems and sub-contractor / vendor systems as required for this purpose. Any deficiencies noted shall be immediately rectified by BIDDER.

7.0 DOCUMENTATION REQUIREMENTS

BIDDER shall submit following QMS documents immediately after award of work (Within one week) for record / review by EIL / Owner.

- Organization chart (for complete organization structure and for the project)
- Project Quality Plan/Quality Assurance Plan
- Job specific Inspection Test Plans
- Job Procedures
- Inspection/Test Formats

In addition to above QMS documents, following documentation shall be maintained by the BIDDER for submission to EIL / Owner on demand at any point of time during execution of the project.

- Quality Manual
- CVs of the personnel in BIDDER'S QA Organogram
- Certificate of approval for compliance to ISO: 9001 standard
- Procedure for Control of Non-conforming Product
- Procedure for Control of Documents
- Sample audit report of the QMS internal and external audits conducted during last one year
- Customer satisfaction reports from at least 2 customers, during the last one year
- Project audit report
- Corrective action report on the project audits
- Technical audit reports for the project

Documents as specified above are minimum requirements. BIDDER shall submit any other document/data required for completion of the job as per EIL/Owner instructions.

CONCESSION/DEVIATION PERMIT

(USE ONLY THIS PAGE FOR COMMUNICATION WITH VENDOR/CONTRACTOR)

| | | | | | | | |
|-----------------------------------|---|--|---------------|---------------------|---------------|---------------------|----------------------------------|
| To BE FILLED BY ORIGINATOR | Project _____ | Originator Ref. _____ | | | | | |
| | Job No. _____ | Order/Contract No. _____ | | | | | |
| | Equipment Title _____ | Item No. _____ | | | | | |
| | Originator: Vendor/Contractor _____ | | | | | | |
| | Caution : Originator to note that any delay in processing of concession/deviation permit shall be to originator's account and shall not be used as a reason for extension in delivery | | | | | | |
| | Requirement as per specification | Description of Concession/Deviation sought | | | | | |
| | | | | | | | |
| | Why the Concession/Deviation is required? Supporting evidence/calculations enclosed/not enclosed | | | | | | |
| | Contractual implications if Concession/Deviation is granted: | | | | | | |
| | <table border="0"> <tr> <td>* Time impact</td> <td>More/Less/No change</td> </tr> <tr> <td>* Cost impact</td> <td>More/Less/No change</td> </tr> <tr> <td>* Performance Warranty/Guarantee</td> <td>Affected/Not affected</td> </tr> </table> | | * Time impact | More/Less/No change | * Cost impact | More/Less/No change | * Performance Warranty/Guarantee |
| * Time impact | More/Less/No change | | | | | | |
| * Cost impact | More/Less/No change | | | | | | |
| * Performance Warranty/Guarantee | Affected/Not affected | | | | | | |

Under present constraints requested Concession/deviation is most optimum for the project and does not involve any hazard, and shall meet the stipulated performance requirements.

Date: _____

Signature
Vendor /Contractor (with seal)

Decision on Concession/Deviation including decision, on time and cost implications

(To be filled by the Inspection engineer [at RPO/HO] or RCM, responsible for conveying the decision to the originator, after resolution)

Date:

Signature _____

Location :

Name _____



Opinion from EIL site supervisor/inspection engineer
(Specify whether post-facto approval required for regularization)

Date : _____

Name : _____
RPO/Site Name _____

Original forward to : _____
(Target division/department/group)

Copy to : _____
(Project Manager)

Date : _____

Name : _____

Disposal by target division/department

Whether any vendor/contractor made 'Technically not Acceptable' during bid evaluation, on the aspect of which this concession/deviation is sought-----YES/NO

Date : _____

Name : _____

Final decision of Project Manager along with overall review
(Client's decision required/not required)

Date : _____

Name : _____

Client's decision, if required

Date : _____

Signature : _____
Name : _____

Abbreviations:

| | | |
|------|---|---------------------------------------|
| HOD | - | Head of Division / Department |
| QMS | - | Quality Management System |
| MOU | - | Memorandum of Understanding |
| PO | - | Purchase Order |
| PR | - | Purchase Requisition |
| MR | - | Material Requisition |
| EDMS | - | Electronic Document Management System |
| FOA | - | Fax of Acceptance |
| LOA | - | Letter of Acceptance |
| ITP | - | Inspection and Test Plan |
| URL | - | Universal Resource Locator |
| PVC | - | Poly Vinyl Chloride |
| TPIA | - | Third Party Inspection Agency |

QMS Standards Committee

Convenor: Mr. S.C. Tyagi

Members: Mr. Chandra Kant (Insp.)
Mr. R.K. Trivedi (Engg.)
Mr. R.K. Sabharwal (C&P)
Mr. M.P. Jain (Projects)
Mr. Ravindra Kumar (Const.)
Mr. Mukesh Meena (CQA)

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| 4.0 | DOCUMENTATION REQUIREMENTS..... | 4 |

Attachments

| | | |
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| Format for Drawing/Documentation Transmittal | : | Format No. 3-78-0001 |
| Format for Drawing/Documentation Schedule | : | Format No. 3-78-0002 |
| Format for Comments Resolution sheet | : | Format No. 3-78-0003 |
| Format for completeness of Final Documentation | : | Format No. 3-78-0004 |

1.0 SCOPE

This specification establishes the Documentation Requirements from Suppliers.

All documents/data against the PO / PR / MR shall be developed and submitted to EIL/Owner by the suppliers for review / records, in line with this specification.

2.0 DEFINITIONS

2.1 Supplier

For the purpose of this specification, the word "SUPPLIER" means the person(s), firm, company or organization who is under the process of being contracted by EIL / Owner for delivery of some products (including service). The word is considered synonymous to bidder, contractor or vendor.

2.2 Owner

Owner means the owner of the project for which services / products are being purchased and includes their representatives, successors and assignees.

3.0 REFERENCE DOCUMENTS

6-78-0001 Specification for Quality Management System Requirements from Bidders

4.0 DOCUMENTATION REQUIREMENTS

4.1 Documents/Data to be Submitted by the Supplier

4.1.1 The Supplier shall submit the documents and data against the PO/PR/MR as per the list given in respective PO/PR/MR.

4.1.2 Review of the supplier drawings by EIL would be only to review the compatibility with basic designs and concepts and in no way absolve the supplier of his responsibility/contractual obligation to comply with PR requirements, applicable codes, specifications and statutory rules/regulations. Any error/deficiency noticed during any stage of manufacturing/execution/installation shall be promptly corrected by the supplier without any extra cost or time, whether or not comments on the same were received from EIL during the drawing review stage.

4.1.3 Unless otherwise specified, submission of documents for Review/Records shall commence as follows from the date of Fax of Intent /Letter of Intent:

QMS - 1 week
Drawing/Document Index - 2 weeks
Other Documents/Drawings - As per approved Drawing/Document Index/Schedule

4.1.4 Documents as specified in PO/PR/MR are minimum requirements. Supplier shall submit any other document/data required for completion of the job as per EIL/Owner instructions.

4.2 Style and Formatting

- 4.2.1 All Documents shall be in ENGLISH language and in M.K.S System of units.
- 4.2.2 A blank space measuring 75 mm (W) x 38 mm (H) shall be provided on the body of all supplier drawings for marking of review codes by EIL.
- 4.2.3 Before forwarding the drawings and documents, contractor shall ensure that the following information are properly entered in each drawing:

Purchase Requisition Number
Name of Equipment / Package
Equipment / Package Tag No.
Name of Project
Client
Drawing / Document Title
Drawing / Document No.
Drawing / Document Revision No. and Date
Transmittal Number
EIL Vendor Print No.
(In case of second & subsequent Revisions)

Note: EIL "Vendor Print Number" is to be picked up from the EIL Review Code Stamp affixed on the previous revision.

4.3 Review and Approval of Documents by Supplier

- 4.3.1 The Drawing/Documents shall be reviewed, checked, approved and duly signed/stamped by supplier before submission. Revision number shall be changed during submission of the revised supplier documents and all revisions shall be highlighted by clouds. Whenever the supplier require any sub-supplier drawings to be reviewed by EIL, the same shall be submitted by the supplier after duly reviewed, approved and stamped by the supplier. Direct submission of sub-supplier's drawings without contractor's approval shall not be entertained.

4.4 Document Category

4.4.1 Review Category

Following review codes shall be used for review of supplier Drawings/Documents:

| | | |
|---------------|---|---|
| Review Code 1 | - | No comments. |
| Review Code 2 | - | Proceed with manufacture/fabrication as per commented document. Revised document required |
| Review Code 3 | - | Document does not conform to basic requirements as marked. Resubmit for review |
| R | - | Retained for Records. |
| V | - | Void |

4.4.2 Records Category

Documents under this category are meant for EIL records. These documents would not be returned to supplier. However, comments, if any, will be communicated to supplier.

4.5 Methodology for Submission of Documents to EIL/Owner

4.5.1 Submission of Soft Copy of Drawings/Documents

Soft copy of drawings/documents and data shall be uploaded on the EIL EDMS Portal. The detail guidelines for uploading documents on EIL EDMS Portal are available on following URL

<http://edocx.eil.co.in/vportal>

4.5.2 Submission of Hard Copy of Drawings/Documents

Required number of hard copies of drawings/documents shall be submitted as per PO/PR/MR along with drawing/document transmittal, Format for Drawing/Document Transmittal (Format No. 3-78-0001) is attached with this specification.

4.5.3 Designated Authority for Submission of Drawings/Documents

Drawings/Documents shall be submitted to the designated authority of EIL/Owner as per PO/PR/MR or as communicated to the supplier during kick off meeting or subsequent correspondences.

4.5.4 Details of Contact Persons of Supplier

After placement of order supplier shall inform in writing the details of contact persons associated with the project / job. The details should include e-mail address, mailing address, telephone nos., fax nos. and names of associated persons of the supplier. The above details shall be sent to EIL Project Manager, EIL Inspection HO and concerned Regional Procurement office of EIL.

4.5.5 Drawing/Document Schedule

Supplier shall submit total index of drawings/documents required for review/records based on PO/PR/MR along with schedule date of submission of each drawing/document. The drawing schedule shall be submitted in Format No. 3-78-0002 for approval of EIL/Owner. The drawing schedule shall be specific with regard to drawing/document no., the exact title and size of the drawing/document. For submission of drawing schedule, the supplier shall proceed based on PO/PR/MR and subsequent correspondence. With each submission of drawings/documents, supplier shall submit updated index with schedule v/s actual submission dates, status of drawings, revision no., date, of approval etc. Any submission without index shall not be entertained for review. It shall be ensured that proper sequencing of the drawings/documents to be submitted is maintained in the drawing schedule

4.5.6 Schedule and Progress Reporting

Supplier shall submit monthly progress report and updated procurement, engineering and manufacturing status (schedule vs. actual) every month in, beginning within 2 weeks from FOA/LOA. In case of exigencies, EIL/Owner can ask for report submission as required on weekly/fortnightly/adhoc basis depending upon supply status and supplier shall furnish such reports promptly without any price implication. Format for progress report shall be submitted by the Supplier during kick off meeting or within one week of receiving FOA/LOA, whichever is earlier.

4.5.7 Quality Assurance Plan/Inspection and Test Plan

Inspection and test plans attached if any, to the MR/PR are generic and indicative only. Immediately after receipt of the order, supplier shall submit within one week of receiving FOA/LOA, the Quality Assurance Plan for manufacturing, covering quality control of critical bought out items/materials, inspection & testing at various stages of production, quality control records and site assembly & testing as may be applicable to the specific order and obtain approval from concerned Regional procurement Office of EIL/third party inspection agency, as applicable.

4.5.8 Inspection Release Note (IRN)

Supplier shall ensure that all documents viz. documents reviewed, manufacture's test certificate etc. mentioned in Inspection Release Note(IRN) issued by EIL/third party, are sent to EIL for issue of IRN.

IRN shall be issued by EIL Inspector/ third party inspection agency only after all the drawings/documents as per Supplier's index of drawings/documents are submitted and are accepted under review code-1. Material/Equipments dispatch from Supplier's/sub Supplier's works shall not commence till above condition is met.

Note: Non fulfilling above requirement shall result into appropriate penalty or with- holding of payment as per conditions of PO/PR/MR.

4.5.9 Transportation Plan

Transportation Plan for Over Dimensional Consignments (ODC), if any, shall be submitted to concerned Regional procurement Office within 2 weeks of receiving FOA/LOA, for approval. Consignment with parameters greater than following shall be considered as over dimensional.

Dimensions: 5.5 meters width x 5.5 meters height x 25 meters length

Weight : 100 MT

4.5.10 Statutory Approvals

Wherever approval by any statutory body is required to be taken by Supplier, the Supplier shall submit copy of approval by the authority to EIL.

4.5.11 Comments Resolution Sheets

While re-submitting drawings/documents the supplier shall confirm whether all comments have been incorporated, through a comments resolution sheet (As per attached format No. 3-78-0004). If any comments are not incorporated or excluded, then reason or justification for the same shall be furnished in comments resolution sheet

4.5.12 Multi Sheet Documents

Multi sheet documents other than drawings shall be submitted in their entirety in the event of a re-submission, even if only few sheets are revised.

4.6 Final Documentation

4.6.1 As Built Drawings

Shop changes made by Supplier after approval of drawings under 'Code 1' by EIL and deviations granted in deviation permits, if any, shall be marked in hard copies of drawings which shall then be stamped 'As-built' by the supplier. These 'As-built' drawings shall be reviewed and stamped by EIL Inspector or TPIA also. Supplier shall prepare scanned images files of all marked – up 'As – built' drawings. Simultaneously Supplier shall incorporate the shop changes in the native soft files of the drawings also.

4.6.2 As Built Final Documents

As built final documents shall be submitted as listed in PO/PR/MR.

4.6.3 Packing/Presentation of Final Documents

Final Documents shall be legible photocopies in A4, A3 size only. Drawings will be inserted in plastic pockets (both sides transparent, sheet thickness minimum 0.1 mm) with an extra strip of 12 mm wide for punching so that drawings are well placed.

Final Documentation shall be bound in Hard board Plastic folder(s) of size 265 mm x 315 mm (10¹/₂ inch x 12¹/₂ inch) and shall not be more than 75 mm thick. It may be of several volumes and each volume shall have a volume number, index of volumes and index of contents of that particular volume. Where number of volumes are more, 90mm thickness can be used. Each volume shall have top PVC sheet of minimum 0.15 mm thick duly fixed and pressed on folder cover and will have 2 lever clip. In case of imported items documents, 4 lever clip shall also be accepted. All four corners of folders shall be properly metal clamped. Indexing of contents with page numbering must be incorporated by supplier. Spiral/Spico bound documents shall not be acceptable. As mentioned above, books should be in hard board plastic folders with sheets punched and having 2/4 lever clips arrangement.

Each volume shall contain on cover a Title Block indicating package Equipment Tag No. & Name, PO/Purchase Requisition No., Name of Project and Name of Customer. Each volume will have hard front cover and a reinforced spine to fit thickness of book. These spines will also have the title printed on them. Title shall include also volume number (say 11 of 15) etc.

4.6.4 Submission of Soft Copies

Supplier shall submit to EIL, the scanned images files as well as the native files of drawings/documents, along with proper index.

In addition to hard copies, Supplier shall submit electronic file (CD-ROM) covering soft copies of all the final drawings and documents, all text documents prepared on computer, scanned images of all important documents (not available as soft files), all relevant catalogues, manuals available as soft files (editable copies of drawings/text documents, while for catalogues/manuals/proprietary information and data PDF files can be furnished).

4.6.5 Completeness of Final Documentation

Supplier shall get the completeness of final documentation verified by EIL and attach the Format for Completeness of Final Documentation (Format No. 3-78-004) duly signed by EIL Inspector or TPIA as applicable to the document folder.

COMPLETENESS OF FINAL DOCUMENTATION

Name of Supplier/Contractor :
 Customer :
 Project :
 EIL's Job No. :
 Purchase Order No./
 Contract No. :
 Purchase Requisition No./
 Tender No. : Rev. No. :
 Name of the Work/ Equipment :
 Tag. No. :
 Supplier's/ Contractor's Works :
 Order No. :

Certified that the Engineering Documents/ Manufacturing & Test Certificates submitted by the supplier are complete in accordance with the Supplier Data Requirements of Purchase Requisition.

| | | | | | |
|-------------|---|-------|-------------|---|-------|
| Signature | : | ..... | Signature | : | ..... |
| Date | : | ..... | Date | : | ..... |
| Name | : | ..... | Name | : | ..... |
| Designation | : | ..... | Designation | : | ..... |
| Department | : | ..... | Department | : | ..... |

Supplier/Contractor

EIL