



GAIL (India) LIMITED

TENDER DOCUMENT

FOR
HIRING OF VEHICLES

TENDER NO. GAIL/ AGCP/ GHY/ VEHICLE / 03/ 06

BID SUBMISSION DATE : 22.08. 2006 , 1500 Hrs.
TECH.-COMM. BID OPENING DATE : 23.08.2006 , 1000 Hrs.

THIS DOCUMENT IS ISSUED TO:

M/ s.....

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GAIL (India) Limited
LPG Recovery Plant , P.O Lakwa , Dist Sivasagar(Asom)

Phones: 03772 257774: Fax: 03772 257766/ 257776



GAIL (India) Limited

LPG Recovery Plant, P.O Lakwa , Dist Sivasagar(Asom)

Phones:03772 257774 : Fax 03772 257766 / 257776

REQUEST FOR QUOTATION

NO. GAIL/ AGCP/ GHY/ VEHICLE/ 03/ 06

Dated: 29.07.2006

TO,

SUB: HIRING OF CONTRACT VEHICLES FOR ASSAM GAS CRACKER PROJECT .

BID SUBMISSION DATE : 22.08.2006, 1500 Hrs.
TECH.-COMM. BID OPENING DATE : 23.08.2006, 1000 Hrs.
PRICE-BID OPENING DATE : TO BE INTIMATED TO QUALIFIED BIDDERS

Dear Sirs,

M/s GAIL (India) Limited, proposes to hire Travera/ Tata Indica for transportation of their personnel for Assam Gas Cracker Project activities in North East region (Guwahati / Dibrugarh / Sivasagar).

- 1.0 The **scope of the services** shall be as defined in the bid document:
- 0.0 The contract shall be initially for a period of 12 months at the sole discretion of GAIL.
- 1.0 The bidder shall bear all costs associated with the preparation and delivery of his bids, including costs and expenses related to visit to the site and the owner will in case be responsible for those costs regardless of the outcome of the bidding process.
- 2.0 Bidders submitting their bids should not be under liquidation, court receivership or similar proceedings
- 3.0 Bids from joint venture / Consortium shall not be accepted.
- 4.0 GAIL reserves the right to assess the bidders capability and capacity to perform the contract taking into account various aspect such as concurrent commitments and past performance.
- 5.0 GAIL shall not be responsible for any expense incurred by the bidder in connection with the preparation and submission of his bid, including for any site visit.
- 6.0 Telex/Telegraphic/Telefax/E-Mail bids shall not be accepted. Bids received late due to any reason whatsoever, shall not be accepted.
- 7.0 GAIL reserves the right to reject any or all bids without assigning any reason.
- 8.0 Offer validity: The bid should remain valid for a period of Four months from the date of opening of tender.

2.0. INSTRUCTIONS TO TENDERERS

- 2.1 Please read the complete tender documents including various format/forms carefully before filling and submitting the bid strictly supported by the documents as required. Failure to furnish all information required by the bidding documents shall result in the rejection of bid.
- 2.2 It is expected that the bidders have apprised themselves of the terms & conditions under which the vehicles have to be used in GAIL for Pipeline fieldwork and installations.

2.3 DOCUMENTS / INFORMATION REQUIRED TO BE ENCLOSED WITH THE TENDER :

Part-I : UNPRICED BID (Techno – Commercial Bid): to be named as “Envelope -A”

It will contain:

- a) Information about the bidder
- b) Power of Attorney in the name of person who has signed the bid.
- c) Copy of Partnership deed or Article of association of the organization along with company registration and incorporation certificate
- d) Tender Document in original, duly filled and forwarded on the Bidder's letterhead, signed and dated. **Along with unpriced copy of Schedule of Rates with price blanked out.**
- e) EMD of the requisite value to be enclosed in separate envelope marked as “Envelop-B”.
- f) Proof of owning the required number of vehicles in the name of bidder .
- g) **The bidder should also submit a certificate that in case of award, they will deploy specified vehicle of required make & model (i.e.2006) immediately and with Taxi Permit, comprehensive insurance and driver with commercial license.**
- h) Valid EPF Registration .

For the purpose of these documents the terms “ BIDDER” , “TENDERER” and “CONTRACTOR, “BIDDING DOUCMENT” and “TENDER DOCUMENT”, “BID” and “TENDER”, “BIDDING and TENDERING” and other similar expressions are synonymous.

Part II : PRICE BID : to be marked as “Envelope –C”

It must contain Schedule of Rates (SOR) duly filled for rates & signed, dated and stamped in the prescribed format and to be sealed & marked as “Envelope- C” in a separate cover.

- 2.4 The above 3 envelopes (A, B & C) to be sealed separately with the following details written over each envelope in block letters:

- “TENDER FOR HIRING OF VEHICLES ”
- DUE DATE & TIME OF SUBMISSION OF TENDER:22.08.2006, 1500 Hrs.
- BIDDER'S NAME AND ADDRESS
- NATURE OF CONTENT IN ENVELOP: EMD / PART-1 BID / PART-II BID

And must be addressed to:

**D G M ,
GAIL (India) Limited,
Hotel Brahmaputra Ashok ,,
Guwahati - (ASOM)**

- 2.5 All tender papers should be duly stamped and signed on each page by the contractor.
- 2.6 There should be no overwriting. Initials must authenticate each cutting. Entries must be made absolutely legible. On the event of any discrepancy in the amount written in figures and in the words, the latter shall be taken as final for all considerations.
- 3.0 Bids received late due and time to any reason whatsoever shall be rejected.

4.0 Deviation to the Tender Requirements (Rejection Criteria):

The bidders are required to submit offers strictly as per terms & conditions/specifications given in the bidding document and not to stipulated any deviations. The offers of the bidder stipulating deviations to any of the following terms/conditions of the bidding document shall not be considered for price bid opening:

- Security Deposit/Contract cum performance guarantee
- Scope of Work
- Validity of offer
- Arbitration
- Force Mejure
- EMD
- Validity of EMD

Bidder shall note that clarifications/queries/deviations mentioned anywhere in the offer shall not be given any cognizance. However, GAIL reserves their right to reject bids containing deviation to any of the bidding document stipulations without assigning any reason.

GAIL also reserve the right not to seek any clarifications on the deviations stipulated by the bidder and evaluate the bid on as received basis.

5.0 Certificate from Bidder: To be submitted on Letterhead of the bidder as per Annexure - D

- 6.0 Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render a bid liable for rejection.
- 6.0 Bid Security in ORIGINAL for EMD having a validity of Six months from the Bid Due Date must be accompanied with the Original Un-priced Offer (Part-1) as per the Format made available in the Bid Document. Any offer not accompanied with the Bid Security in the manner and on time will be rejected.
- 7.0 Bidders are required to furnish EMD in the form of Bank DD/Bid Bond from any Nationalized Bank (on GAIL's prescribed format), which is to be submitted and enclosed separately marked as 'Envelop-B' in the absence of which the offer will be summarily rejected. No photocopy of Bid Bond shall be admissible.
- 8.0 GAIL may solicit the bidders consent to an extension of period of validity of offer. If the bidder agrees to the extension request, the validity of bank guarantee towards EMD should also be suitably extended. Bidder may refuse the request without forfeiting his EMD. However, bidders granting the request for extension of validity of offer will neither be permitted to revise the price nor to modify the offer.
- 9.0 Tender documents are non-transferable and bids are invited on SINGLE POINT RESPONSIBILITY BASIS from the bidder in whose name the tender document issued and no subletting is permissible.
10. The sites referred for the vehicle deployment may change as per GAIL's need, however, shall be limited within the specified States of Operation as mentioned in the tender document.
11. The quoted monthly rates shall be inclusive of any statutory duties, taxes, octroi etc.
12. Any query/clarification required by a bidder is to be received at our end well in advance and minimum one week before the submission/close of this tender.

13. Any amendment made by GAIL subsequent to issue of BID DOCUMENT will be notified to all prospective bidders and will be binding on them.

In addition to the RFQ, the following attached herewith form part of the Bid Document:

- a) General Conditions of Contract.(GCC)
- b) Special Conditions of Contract (SCC)
- c) Schedule of Rates
- d) Format of covering letters to be submitted by Bidders
- g) Format for Bid Bond for EMD
- h) Contract Agreement Form.
- i) Proforma of Letter of Authority for attending bid's open./nego.
- j) Certificate from Bidder

THIS IS NOT AN OFFER

Yours faithfully,
For GAIL (India)India Ltd.

MANAGER (C&P)

Bid Opening and Evaluation of the Bids

1.0 Opening of Techno Commercial Bids:

- 1.1 The techno commercial part of the bid shall be open in the presence of representatives of bidders who wish to attend . The attending representatives of the bidders will have to produce authorization letter from their competent Authority, otherwise they wont be allowed to attend the bid opening. Number of representatives will be restricted to maximum one person. The bidders representative who is present shall sign a bid opening statement evidencing their attendance.
- 1.2 The bidders name, modifications and bid withdrawals, and the presence or absence of requisite EMD, and such other details as the GAIL at its discretion, may consider appropriate, will be announced and recorded at the opening

2.0 PRELIMINARY EXAMINATION OF BIDS:

- 2.1 Bidders are advised to quote strictly as per terms and conditions stipulated in this document and not to stipulate any deviations / exceptions. Once quoted, the bidders shall not make any subsequent price changes, whether resulting or arising out of any technical or commercial clarification sought on any deviation or exception mentioned in the bid. Any propose price change is likely to render the bid liable for rejection. It may be noted that the price bids of only techno-commercially acceptable bidders shall be opened.
- 2.2 No deviation: The tender issued is No deviation tender . The bidders are therefore advised not to stipulate any deviation on the terms of the tender or its part .
- 2.3 Prior to detail evaluation of bids GAIL will determine whether each Bid (i) is accompanied by required EMD (ii) fulfills the requirements stated in the Bid document (iii) is substantially responsive to the requirements of Bid documents and to perform the contract.
- 2.4 A substantially responsive bid is one, which confirms to all the terms and conditions and requirements of bidding documents without material deviations or reservations. A material deviation or reservation is one (i) which affects in any way the scope, quality or performance of the work (ii) which limits in any substantial way, inconsistent with the bidding document, the owners rights or bidders obligation under the contract or (iii) whose rectification would affect unfairly the competitive position of other bidders
- 2.5 Bidder must submit the bid without any deviation however in case it become unavoidable and the bidder seeks some clarification or queries, the bidder may stipulate the same strictly as per Form – 'A'(Annexure-I) attached with the bid. Bidders shall note that clarification / queries / deviations mentioned elsewhere shall not be given any cognizance. Should any deviations stipulated by bidders is not accepted by the owner the same is required to be withdrawn by the bidder without any price implication.
- 2.6 **Rejection Criteria: -**
GAIL request bidders to accept all terms and conditions stipulated in this document in totally for speedy decision. Bidders are requested to note, taking deviation or suggesting modifications to the following clauses may result in summary rejection of their bids:
 - 2.6.1 Bid Security/Earnest Money Deposit (EMD).
 - 2.6.2 Validity of EMD.
 - 2.6.3 Period of validity bids.
 - 2.2.4 Arbitration Clause.
 - 2.2.5 Force Majeure Clause.
 - 2.2.6 Price Variation without ceiling or without price variation formula.
 - 2.2.7 Contract Performance Guarantee/Security Deposit.
 - 2.2.8 Firm Price
 - 2.2.9 Scope of work

3.0 **Opening of Price Bids:**

- 3.1 Priced part of only those bidders whose bids are considered techno commercially acceptable shall be open. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders who wish to attend may depute their authorize representatives to attend the opening. During the price bid opening, the quoted price and rebate shall be read out
- 3.2 The price quoted by the bidder shall be checked for the arithmetic correction, if any based on prices filled by the bidders in the standard schedule of rate format.
- 3.3 In case of difference of price indicated in figures and the price indicated in words, the latter would be consider for the purpose of evaluation and award of work.
- 3.4 In case there is difference between the unit rate and amount calculated by multiplying Unit rate x Qty .The unit rate shall prevail and the amount shall be corrected.
- 3.5 To arrive at evaluated price, wherever applicable loading on total quoted price shall be done based on the information furnished by the bidder.

4.0 **Evaluation of Quoted Price**

The evaluation of all the responsive offers to arrive at the lowest evaluated price shall be done as under:

- a) Charges for monthly run upto 2500 Kms. +
- b) Charges for extra running of 500 Km beyond 2500 Kms. of monthly run. +
- c) 2 nights halts charges per month for outstation duty(for 12 hours duty vehicle only).

BID EVALUATION CRITERIA

Tenders received without enclosing the required documents shall be rejected.

Earnest Money Deposit of Rs. 14,000.00 in the form of DD as per details given in the tender in favour of GAIL (India) Limited, payable at SBI ONGC Colony Branch, Sibsagar (code 4797).

- i. The bidder must have experience in operating light vehicles for last immediate preceding 03 years, out of which bidder **should have executed at least one such contract of value not less than Rs 3.5 lakhs**. Documentary proof, duly notarized by Notary Public must be submitted against the experience.
- ii. The bidder must have the **turnover of minimum value of Rs 3.5 lakhs in any of the 3 preceding audited financial years ending 31st March 2006**. Documentary proof duly notarized by Notary Public must be submitted.
- iii. The bidder must have permanent EPF account in its name. Documentary proof duly notarized by Notary Public must be submitted.
- iv. The bidders must have at least 05 vehicles registered in its name at the time of submission of bid. Documentary proof in the form of RC, duly notarized by Notary Public must be submitted.

Bids received without any documentary supports for the requisite as per above BEC conditions shall not be evaluated further .

GENERAL TERMS AND CONDITIONS

1.0. INTRODUCTION:

1.1 M/s GAIL (India) Limited is one of the outstanding “NAVRATNA”, Public Sector Enterprises (PSEs) in the country engaged in Gas Transmission & Distribution as the business in bulk followed by gas processing for LPG production, production of Petrochemicals (HDPE & LLDPE) and is in the process of construction of Gas Cracker & Petrochemical plant at Dibrugarh. The company operates over 4000 Kms of pipelines in all the four regions of the country supplying about 60 Million Cubic Meters of gas per day (MMSCMD) as fuel to Power Plants for generation of power, as feed stock for gas based Fertilizer Plants to produce Urea, and to over 150 other industrial units to meet their energy and process requirements.

2.0 DEFINITION:

2.1 The “CONTRACT” means the documents forming tender papers, the offer, relevant correspondence thereafter, acceptance thereof FAX of Intent/Letter of Intent and formal agreement executed between GAIL (India) Limited and transport contractor(s), together shall be deemed to form the contract and shall be complementary to one another.

2.2 “GAIL” shall mean GAIL (India) Limited, having its Registered office at 16, Bhikaji Cama Place, New Delhi – 110 066 and Regional Office (Zonal office) at 4/257 , Vivek Khand Gomti Nagar , Lucknow – 226 010 (U.P.) which expression shall include its successors, assigns and representatives.

2.3 The “CONTRACTOR (S)” shall mean the individual(s) or the firm or company or partnership concern, whether incorporated in India or not, undertaking, this contract of services shall include its legal representatives, successor’s assigns and representatives.

2.4 The “DRIVER” shall mean paid driver of the contractor provided on the hired vehicle (Travera/Tata Indica) and in possession of valid commercial driving license of more than 03 years old.

2.5. “Travera” means Diesel driven (Model 2006 & later) model vehicle manufactured by GM.
‘Tata Indica’ means Diesel vehicle manufactured by TELCO (model 2006 & later).

2.6 “Vehicle” means the above named vehicles in neat and absolute working condition and of the year of First Registration not earlier than 2006. The vehicle so referred should be registered for TAXI operation, duly insured and taxes paid upto date and to be provided with the services of “Driver(s)” with commercial driving license.

- 2.7. (a) “DAY” means a calendar day starting from 0000 hours to 2400 hours.
(b) “HOUR” means an hour of 60 minutes.
(c) “MONTH” means a calendar month, i.e., from any date of a month to the proceeding date of the next month.
(d) “ROUND THE CLOCK/24 HOURS DUTY” basis means the vehicle hired shall be on duty for the entire day, i.e., 24 hours on all seven days of the week in full month.
(e) “12 HOURS DUTY” means the day duty commencing from 0900 hours to 2100 hours.
(f) “SCHEDULE OF RATES” means the Schedule of Rates attached with this tender document as Annexure ‘A’ .
(g) “DISTANCE” means shortest linear distance in Kms. between any two points by the route usually used for the transportation purposes.
(h) “MODEL OF THE VEHICLE (S)” under this tender means the year of its first registration.

3) DETAILED SCOPE OF WORK ,TERMS AND CONDI TIONS AND OPERATIONAL NORMS:

- 3.1 Vehicles offered by the contractor shall be of Model 2006 (first registration) in neat and absolute working condition fully road worthy, duly registered with R.T.O., all taxes paid, comprehensively insured covering the risk of all Officers/Staff and families of GAIL travelling in the vehicle. The vehicle should have valid Taxi Permit to ply on the roads/in the States covered under GAIL's operations under this contract and should be equipped with sufficient tools and spares for repairs to be carried out enroute, and have sufficient fuel.
- 3.2 The hired vehicle shall be required for 12 hours/ 24 hrs duty for carrying personnel connected with GAIL's operations for use within the states of Asom / NE region on monthly fixed kms basis as per Annexure - A.
- 3.3 For smooth operation of the vehicle round the clock, the contractor has to depute adequate number of drivers and to regulate their duty hours as per Labour Laws including Contract Labour Act (Regulation & Abolition), Payment of Wages Act, Minimum Wages Act, Factories Act, Employer's PF Act and Misc. Provisions Act etc. to provide smooth and uninterrupted services.
- 3.4 The duty hours and the KM Run of the hired vehicle shall be counted from the reporting time of the monthly hired vehicle at the place where vehicle initially reports for GAIL's duty. No hire charges shall be payable to the contractor for Kms. run from his parking place to the reporting place and vice versa. The Head Quarters of the vehicles shall normally be at GAIL , Guwahati office. However, GAIL reserves the right to fix additional Head Quarters for operation of the hired vehicles, if required. However, deployment of vehicles will be at the sole discretion of GAIL.
- 3.5 The contractor shall have to make his own arrangement for the stay of his staff including night halt etc., at his own risk and cost and also for repairs and fueling etc., of the hired vehicle as per requirement.
- 3.6 The contractor shall provide the hired vehicle with well-behaved drivers, in possession of a valid commercial driving license. The drivers should be skilled, who can read & understand Hindi or English and having at least three years experience of driving after obtaining valid commercial driving license. In case the driver is not well behaved or is not skilled in driving, the contractor will have to change the driver at his cost and risk, failing which GAIL reserves the right to refuse the vehicle for duty. Decision of GAIL's representative in this respect shall be final and binding on the contractor.
- 3.7 For the purpose of day-to-day and time-to-time operations, instructions shall be given by the Authorised Representative of GAIL, which shall be carried out by the contractor according to the priorities and instructions given by such representative of GAIL.
- 3.8 For advance planning and proper coordination of operations, the contractor shall nominate his representative/supervisor who should be available on call at any of GAIL's offices where vehicles HQs have been fixed . **A contact telephone number should be made available for this purpose while signing the contract.**
- 3.9 Driver(s) deployed by the contractor on the hired vehicle for the duty of GAIL shall be required to go to various places and as such they should be well conversant with the routes and roads of the area. The contractor should keep continuity in deployment of drivers on the vehicle and frequent change of driver(s) shall not be allowed normally.
- 3.10 The contractor shall have to provide spare wheel in good condition with each vehicle to meet any eventual breakdown enroute. If the hired vehicle develops any defect during the journey, the contractor shall be liable to arrange the substitute vehicle of similar specifications to the user within two hours, at his own cost and risk if in city limits and four hours in case of field conditions.
- 3.11 Deployment/Placement of vehicles shall be at the sole discretion of GAIL.

- 3.12 The Bidders should necessarily provide adequate number of drivers for 24 Hrs. vehicles and in the event of non compliance an amount of Rs.500/- per day will be recovered from the monthly bill besides other suitable action as to be decided by the EIC.
- 3.13 GAIL may hire vehicles on call basis as & when required as per Annexure – B (SOR) . The requirement shall be at sole discretion of GAIL . Bidders are to submit their rates for requirement if any during currency of contract.

4) DOCUMENTS AND STATUTORY RESPONSIBILITY:

- 4.1 The vehicles asked for under this tender should be fit in all respects for use in accordance with Motor Vehicle Act and rules and existing laws as applicable from time to time. The vehicle(s) must be equipped with valid documents, i.e., Registration Book, Insurance Certificate, Fitness Certificate, Taxi Permit and with all taxes, fees, levies paid upto date, during the contract. The responsibility of any lapse in this regard shall be that of the contractor exclusively and GAIL stands completely indemnified by the contractor against such defaults. In case the vehicles hired under this contract are used for movement beyond the States mentioned above, GAIL shall reimburse to the contractor only the amount of Road Tax, Permit Fees and Entry Tax as per actual only on production of receipts for such payments.
- 4.2 The driver provided with the vehicle(s) must be physically/medically fit, professionally sound and legally competent in all respects, holding valid commercial driving license more than 3 years old as prescribed under prevailing Motor Vehicle act and rules on the subject.
- 4.3 The contractor will be solely and fully responsible for any consequences and claim(s) arising out of any accident caused by the hired vehicle to the equipment/property/personnel of GAIL. He will also be responsible for any claim/compensation that arises due to damages/injuries sustained by any parties including his own life/injury/property caused by the hired vehicle.
- 4.4 The contractor's staff shall abide by the existing security and safety rules/regulations/ precautions as per instructions given from time to time. The contractor and his employees may also be required to pledge secrecy and non-divulgence of the nature of the work of GAIL that may prejudice the interests of GAIL. Contractor shall also ensure to engage only those persons whose character antecedents have been got verified by him and give a certificate in this regard to GAIL.
- 4.5 The driver(s) engaged/deputed with the hired vehicle (s) by the contractor for carrying GAIL's officers/staff shall maintain punctuality and discipline. If any person(s) engaged by the contractor is found to be undisciplined and/or is misbehaving with the GAIL's officers/staff/representative or is under the influence of any intoxicant, GAIL may ask the contractor to replace driver forthwith otherwise the hired vehicle may not be accepted for duty of GAIL. The time lost due to such eventualities shall be entirely to the contractor's cost and shall attract liquidated damages under this contract.
- 4.6 The contractor shall exclusively be liable for compliance of the provisions of statutory acts, laws, rules and regulations having bearing over engagement of workers, directly or indirectly of execution of the work. The contractor hereby undertakes to indemnify GAIL against all action, suits, proceedings, claims, losses, damages, etc., which may arise under Industrial Laws and particular Minimum Wages Act, personnel injury (Company Insurance Act, E.S.I. Act, Contract Labor Regulation & Abolition Act, Fatal Accident Act, Workmen Compensation Act, Shops & Establishment Act, Employees Provident Fund Act, Family Pension & Deposit Linked Insurance and Pensionary Scheme or any other Act) or status not herein specifically mentioned but having any direct or indirect application for the persons engaged under this contract by him.
- 4.7 GAIL shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to the contractor's vehicles/property/drivers and other staff etc., under any circumstances while a hired vehicle is engaged on GAIL's duty.

- 4.8 The contractor shall ensure that his drivers refrain from smoking or carrying any inflammable substances etc., at the installations, camp stations, stores, yards, etc., while on duty with GAIL. The contractor's employees shall ensure that they abide by usual and special rules regarding the safety and security measures while on duty with GAIL as per directions of the representative of GAIL, at the work site.
- 4.9 The contractor/driver shall arrange to park the vehicle at a convenient place at contractor's risk and cost. However, they shall be liable to provide the hired vehicle to the concerned user at the requisite time and location without any delay.
- 4.10 Fueling, changing of driver(s) etc., shall be carried out at the cost of contractor with the permission of the user, within a reasonable minimum time period so that there is no effect to timely change of shifts etc..
- 4.11 There must be an adequate arrangement/provision with driver(s) for fuel/lubricant/emergency/contingent expenses. Petrol pumps be earmarked within 5 Kms of duty point of the vehicle for early refueling. In case of any emergency, if expenditure is incurred by GAIL/user rep on contractor's vehicles, due to non-availability of funds with the driver to run the vehicle, GAIL shall recover the same from the contractor alongwith a "PENALTY" of Rs.500/- for each default.
- 4.12 The speedometer, kilometer recorder and other instruments/meter(s) must be maintained at high standards of accuracy. Any defect found by GAIL shall be rectified forthwith by the contractor. Until such rectification, the Kilometer age for such distance/places as verified and certified by the officers/staff traveling in the vehicle shall be final and binding to the contractor for the purposes of billing etc.. In case of any apparent tempering of meter found in the surprise checks, full Km. run for the month will not be paid by GAIL.
- 4.13 The contractor or his employees shall ensure entries in the Logbook/journey slips, which shall be supplied by contractor at their cost, are properly maintained and recorded date wise as per columns given in the logbook and are properly got signed by the driver from the user. LOG BOOKS ARE TO BE ARRANGED BY THE CONTRACTOR IN THEIR OWN COST.
- 4.14 The contractor or his driver(s) shall ensure the proper recording of Time and the user also makes Kilometer in/out. In case it is noticed that there is a variation and differences in the kilometers recorded in the Logbook/journey slip as verified by the user and the actual run, the deductions on this account shall be made by GAIL from the bill of the contractor without any reference to him. The contractor shall submit the Logbook/journey slip to GAIL along with the bills.

5.0 RESPONSIBILITIES OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR/ INDUSTRIAL LAWS:

- 5.1 The contractor shall have his own PF code no. With the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
- 5.2 The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.
- 5.3 The contractor is require to obtain labor license under the provisions of Contract Labour (R&A) Act, 1970 from the office of ALC (Central), Ministry of Labor, Govt. of India.
- 5.4 The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 5.5 The contractor shall discharge obligations as provided under various statutory enactment including the employees provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act,

1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman compensation act and other relevant acts, rules and regulations enforced from time to time.

- 5.6 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- 5.7 The contractor shall be solely responsible and indemnify the GAIL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 5.8 The contractor shall indemnify GAIL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 5.9 All personnel deployed by the contractor should be on the rolls of the contractor.
- 5.10 The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- 5.11 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of GAIL while at the site. The supervisors of contractor will supervise his work. Contractor has to be strictly adhering to guidance, instruction when required.
- 5.12 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor.
- 5.13 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 5.14 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify GAIL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 5.15 Contractor shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 5.16 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises/ owners premises.
- 5.17 Before undertaking jobs, contractor shall take work permit from engineer-in-charge and it shall be returned after completion of job.
- 5.18 All types of transport connected with the work shall be in the scope of the contractor.
- 5.19 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.
- 5.20 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 5.21 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify GAIL from such liabilities.

The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

6) PERIOD OF CONTRACT:

- 6.1 The contract shall be for a period of TWELVE months and may be extendable for a further period of three months or part thereof at the same rate, terms & conditions at the sole discretion of GAIL, after evaluation of their services found satisfactory and such extension will be binding on the contractor. Notice of intention to extend the contract will, however, be given 15 days before the expiry of the contract.
- 6.2 The date of commencement of the contract shall be from the date of deployment of vehicles, inspected & accepted by GAIL for duty.
- 6.3 GAIL reserves the right to terminate the full contract or a part of at any time without assigning any reason therefore by giving a 30 days notice in writing. The contractor shall not be entitled for any compensation by reasons of any such termination.

7.0 FORCE MAJEURE:

- 7.1. In the event of either party being rendered unable by Force Majeure to perform any obligation as required under this contract, the relative obligation of the party affected by such force majeure shall, after notice under this article be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean acts of God, wars (declared or undeclared), riots or civil commotion, fires, floods and notices, acts and regulations of the Government of India or State Government of any of statutory agencies.
- 7.2. Upon the occurrences of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing immediately but not later than twenty-four (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- 7.3. During the period, the obligations of the parties are suspended by force majeure; the Contractor shall not be entitled to payment at any rate.
- 7.4. In the event of force majeure conditions continuing or reasonably expected to continue for a period more than fifteen (15) days, GAIL shall have the option of terminating the contract agreement by giving seven (7) days notice thereof to the Contractor. If this agreement is so terminated, both parties shall pay to the other party, the amount payable upto the date of occurrence of such force majeure.

8.0. DAMAGES TO THE GAIL:

- 8.1. The cost/Liquidated Damages are also recoverable from the Contractor, if any, damages/losses to GAIL arise while such hired vehicles on the service of the GAIL cause damage to any equipment material/transport or property belonging to GAIL.

9. SIGNING OF CONTRACT AGREEMENT:

- 9.1. Successful tenderer will execute an agreement on a non-judicial stamp paper of the requisite value at their own cost within a period of 10 days from the issue of FOI/Work Order.

9.2. The Contractor shall keep GAIL harmless and indemnified against any claim, demand, actions, suits proceedings and judgement and all liabilities, costs, losses, damages or expenses incidental to or in connection herewith which may be made or brought out against the GAIL whether by the Contractor or its employees agents, successors or assigns or by the third parties or person on the discharge of its obligation under the contract and further defends the GAIL from any litigation involving GAIL from any parties including Central or State Government under the Contract.

10.0. ARBITRATION:

10.1. The Indian Arbitration & Conciliation Act, 1996, the rules hereunder and any statutory modification or enactment thereof shall apply to arbitration proceedings.

10.2. Except where otherwise provided in the tender documents, all questions and disputes or difference relating to or arising under the terms and conditions or as to any other question claim right matter or thing whatsoever in any way arising out of or relating to the terms and conditions of the contract or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred for arbitration appointed by Competent Authority of GAIL and said Arbitrator will act as sole Arbitrator. There should be no objection from the Contractor to any such appointment on the grounds that arbitrator is an employee of GAIL, and that he had to deal with the matter to which the contract relates and that in the course of his duties as an employee of the GAIL he had expressed views on all or any of the matters in dispute or difference. The Arbitrator to whom the matter is originally referred, being unable to act for any reason, General Manager (HR), Lucknow on his transfer, vacation of office or inability to act on such transfer, shall appoint another person to act as arbitrator in accordance with person shall be entitled to proceed with reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by GAIL as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred arbitration at all.

10.3. The parties shall continue to fulfil their respective obligations under the contract during the pendency of any such proceedings

10.4. The venue of arbitration shall be at Guwahati (Assam).

11.0. INCORPORATION CLAUSE:

11.1. GAIL can incorporate any condition, which is not envisaged here at the time of agreement, which can be of sole interest/advantageous to GAIL. Interpretation of terms and conditions of the document as confirmed by GAIL shall be final and binding on the contractor.

SPECIAL CONDITIONS OF CONTRACT

1.0. REQUIREMENT OF HI RED VEHICLE:

1.1. The present requirement of Non-AC Diesel vehicles to be hired is as under:
Travera (12 hrs /24 hrs duty) / Tata Indica (12 hrs duty) 01 Nos as per Annexure - A

The estimated run per month per vehicle is 2500 Kms which is to be treated as fixed monthly Kms. The vehicle requirement given here is only tentative and may vary from time to time according to requirements of GAIL.

- 1.2. During the currency of the contract, GAIL can order increase in the number of vehicles to be supplied by the contractor to the extent of 20% of the total originally contracted vehicles after giving seven (7) days' time on the same rates, terms and conditions as stipulated in the contract and same shall be obligatory and binding on the contractor to execute any such order.
- 1.3. These vehicles (mentioned at 1.1 above) are to be deployed at the service of GAIL within 10 Days notice vide our Fax of Intent/LOI awarding the order on them. These vehicles are to be registered in their name or his Company.
- 1.4. Call basis on as & when required basis as per Annexure -B
- 1.5. No subletting of this contract shall be allowed in any circumstances.

2.0. PLACEMENT OF HI RED VEHICLES AND INSPECTION :

- 2.1. The contractor shall be given a initial mobilisation time of 10 days from the date of issue of our LOI/FOI for placement of vehicles as specified at 1.0 above. Once a hired vehicle and its documents have been approved for the services of GAIL that hired vehicle shall not be changed normally during the period of contract except for its being defective in which case another hired vehicle of same/matching specifications shall be provided by the contractor. The replaced vehicle will be accepted only if it has all valid documents for which the decision of the coordinating In-charge /Engineer – In-charge / Authorized Representative of GAIL to whom vehicle is reporting for duty shall be final.
- 2.2. The decision with regard to acceptance or rejection of any hired vehicle(s) offered by the contractor shall remain with GAIL and the same shall be final and binding upon the contractor.

3.0. INSURANCE:

- 3.1. Hired vehicles should be fully/comprehensively insured by the contractor at his own cost for all risks including strike and riots. All liabilities whatsoever arising out of the accidents of the hired vehicle shall rest upon the contractor only and GAIL shall stand indemnified.

4.0 RATES AND MODE OF PAYMENT:

- 4.1. The rates quoted in the schedule by tenderer shall be "COMPOSITE AND FIRM" for the entire duration of Contract Period .The rates shall be inclusive of all expenses necessary for the continuation of the services of the hired vehicle(s) throughout the contract duration including extended period. Such expenses shall also include but not restricted to payment to Regional Transport Authorities like taxes fees, obtaining permit, toll taxes, entry taxes, passenger tax, etc., any charges levied by Government/Semi Government, local and Municipal Authorities, dues, taxes, levies, parking charges while on duty, fees connected with service, repair and maintenance, fuel/lubricants, insurance charges, local services, all expenses of the contractor's establishment salaries, overtime, bonus, etc., of the personnel employed for the hired vehicle and any other expenses wherever necessary it must be clearly understood that GAIL shall not be liable to make any other payment except the agreed hire charges for the kilometer run traveled by the hired vehicle as per entries of logbook/journey slip. However, in case of breakdown of vehicle kilometerage run only

upto the place of break down of the said vehicle will be paid. In case the contractor provides substitute vehicle to the user, no extra payment of any nature shall be due to the contractor except the kilometrage run covered by the said vehicle from the breakdown point to destination. The charge, if any, for obtaining permit etc., for running of the vehicles to and from any place/day shall be borne only by the contractor. The payment of tax shall be the exclusive liability of contractor.

4.2 The rates quoted shall be “COMPOSITE & FIRM” and shall remain unchanged during currency of the contract including the extended period except diesel/Petrol hike/decrease. Diesel/Petrol hike/decrease calculation will be done as per clause 4.4.

4.3 Payment of the monthly bills shall be based on the log book maintained by the contractor / Driver for the Km usages and duly signed by the GAIL personnels using the hired vehicles, in accordance with terms of the tender document . The payment shall be released from GAIL , Lucknow Zonal office .

4.4 **FUEL HIKE:** Any increase/decrease in fuel prices shall be considered based on as per fuel consumption for monthly run of 2500/3500/5000Kms as applicable. The fuel rates prevailing at Guwahati (Asom) shall be considered. Bidder to confirm present rate of fuel at the time of bidding.

4.3.1 The basis for calculation of the fuel consumption vehicle wise shall be as under.

Vehicle Type	2500 km
Indica/ Travera	@ 15 km/Ltr.
	166.66 Ltr.

Accordingly any increase/decrease in the rates per KM. beyond fixed monthly kms. (2500 Kms) shall be calculated and shall be applicable / admissible for payment.

Note: The price variation shall be applicable only when the decrease or increase in the price of Diesel/Petrol is beyond + or – 5% of the Diesel / Petrol rate prevailing at the time of deployment of vehicles.

4.3.2 No other escalation/de-escalation in agreed rates shall be allowed during the contract period.

4.3.3 Fuel hike shall come into force from the next day of the date of the tender closing and shall be based on Guwahati rates.

4.3.4. Contractor is required to submit their monthly bills duly verified from the respective places of vehicle deployment/users for centralized forwarding to Finance through Engr-I/C. Bidder should have account in SBI to facilitate E-Payment, incase the bidder do not have account with SBI , details of his BANK along with RTGS (IFSC) code to be provided for payment through E-mode.

5.0 SECURITY DEPOSIT/ CONTRACT PERFORMANCE GUARANTEE:

5.1 The successful bidder shall deposit with GAIL, a interest free Security Deposit/CPG @ 10% of total Contract Value as Security Deposit/ Performance Bank Guarantee from any Nationalized Bank. The Contractor shall deposit the full amount of 10% of Contract Value towards SD/CPG in the form of Bank Guarantee within 30 days of receipt of FOI. The SD/CPG should have validity upto three months beyond the scheduled date of Contract Completion. For any additional vehicle to be hired on monthly basis when required or extension in the contract period, contractor is required to suitably enhance the Security Deposit/ Performance Guarantee and its validity accordingly. First RA bill shall be processed subject to receipt of CBG of the requisite amount.

5.2 The Security Deposit shall be refunded after successful completion of the contract and adjustment of any dues of the GAIL which may arise during the execution of the contract and a confirmation that contractor has cleared his all dues pertaining to staff and liabilities etc., in addition to indemnifying GAIL against any future claims, if any.

5.3 In case bidder backs out from his offer or fails to sign the Contract Agreement within the stipulated period or fails to supply/deploy the vehicle(s) after the offer of award having been accepted by GAIL, their EMD/SD, as the case may be, held with GAIL shall stand forfeited.

6.0. REGISTRATION WITH PF COMMISSIONER:

The Contractor shall be required to get registered their firm with concerned Authorities of appropriate Government, having jurisdiction as per contract for EPF and submit proof of having so that law/rules, or any other labour laws/rules/regulation applicable from time to time. The Contractor shall comply with all the applicable labour laws.

7.0 DOWN TIME:

7.1. Down time permissible per vehicle for maintenance shall be limited to one day per month or 12 days per year for maintenance. At one time not more than two vehicles shall be released for maintenance and unutilized down time of one year cannot be carried over to next year. For maintenance on any day of the month, if required, shall be in the jurisdiction of user to whom the vehicle is reporting.

8.0 LIQUIDATED DAMAGES/ COMPENSATION:

8.1 In the event of failure of the Contractor in placing the required hired vehicle(s) at the disposal of GAIL or vehicle(s) deployed is not in acceptable condition for reasons whatsoever, GAIL shall have the option to exercise any of the following rights:

8.2 To make alternative arrangement of the hired vehicle at the sole risk and cost plus overhead charges @ 30% from the Contractor and recover such extra cost and expenses from Contractor either from the amount due to the Contractor or from his Security Deposit etc.. The cost and expenses under this clause, however, shall not only be limited to the outstanding amount/Security Deposit etc., due to the Contractor.

OR

GAIL shall have the right to recover from the Contractor the Liquidated Damages compensation @ Rs.1000/- per day or part thereof per vehicle which has not been made available to GAIL, in addition to which fixed monthly charges on prorata basis shall also be deducted/recovered.

8.3. The Contractor will be required to supply vehicles conforming to the specifications of the tender on hire as and when ordered GAIL. In exceptional circumstances GAIL may however, accept a vehicle other than those as specified in the tender for a brief period but not exceeding three days and deduct Rs.1 (one) for each kilometer run from the Contractor's bill.

9.0 Contractor shall have no objection for mounting/ installing of GAIL's Mobile Radio System by GAIL on the hired vehicles and the safety and security of the same shall rest solely with the party and on their representative (Driver).

10.0 During contract period, if required, such Contractor shall provide additional vehicles, if and when called for on the same rate, terms, and conditions without any extra claim. The contractor shall place the additional vehicles in service forthwith on issuing order. The option remains with the GAIL to increase and/or decrease the number of vehicles as mentioned above.

**SCHEDULE OF RATES (SOR)
HIRING OF VEHICLES ON MONTHLY BASIS**

TENDER NO. GAIL/AGCL/GHY/VEHICLE/03/064

RATES FOR VEHICLES 2006 MODEL FOR OPERATION IN NORTH EAST REGION/ ASOM STATES FOR USE DURING ALL DAYS OF A MONTH EXCLUDING ONE DAY OFF FOR MAINTENANCE.

TYPE OF VEHICLE	QTY.	FIXED MONTHLY CHARGES			NIGHT HALT PER NIGHT FOR OUTSTATION DUTY	RATE PER KM. BEYOND FIXED KMS.
			2500 KMs			
Travera (Diesel) 12 hrs duty , Model 2006 Or	01					
Travera (Diesel) 24 hrs duty , Model 2006 Or						
Indica (Diesel) 12 hrs duty, Model 2006						

Note : Service tax shall be extra as applicable / if applicable . Bidders to clearly indicate the Service tax rate in the bid itself

DATE & PLACE:

SIGNATURE & SEAL OF THE BIDDER

**SCHEDULE OF RATES (SOR)
HIRING OF VEHICLES ON CALL BASIS**

TENDER NO. GAIL/ AGCL/ GHY/ VEHICLE / 03/ 06

**RATES FOR VEHICLES 2006 MODEL FOR OPERATION IN NORTH EAST REGION / ASOM STATES
ON CALL BASIS AS & WHEN REQUIRED BASIS .**

TYPE OF VEHICLE	QTY.	CALL BASIS REQUIREMENT		
		Fixed charges per day	Per Kms rate for the total runs	
Mitsubishi Lancer	As & when required basis			
Maruti Esteem				
Tata Indica				

Note : Service tax shall be extra as applicable / if applicable . Bidders to clearly indicate the Service tax rate in the bid itself

DATE & PLACE:

SIGNATURE & SEAL OF THE BIDDER

Form – A
Exceptions and Deviations

Tender no. : GAIL/ AGCL/ GHY/ VEHI CLE / 03/ 06

Client: GAIL (India) Limited

Bidder :

Bidder may indicate exceptions and deviations to Technical Requirements, if considered unavoidable, here below :

Sl. No.	Reference Doc. / Clause	Deviation Proposed	Reason for Deviation

Bidder confirms exceptions/deviations expressed or implied anywhere else in the offer shall not be considered valid

Bidder's signature with stamp

1. Bidder shall endeavor to avoid taking any deviation. Bids with major deviations are liable to be rejected without reverting back to bidder.
2. In case no clarification/deviation is sought by bidder. Bidder shall state 'No Deviation' and sign this form

(TO BE SUBMITTED ON LETTER HEAD OF BIDDER AS COVERING LETTER TO PART-1 AND PART-2 OF BID)

TO,

**D G M
GAIL (India) Limited
HOTEL BRAHMA PUTRA ASHOK
Guwahati**

Sir,

We offer to provide vehicles as per the details enclosed with the offer against your Tender NO. **GAIL/ AGCL/ GHY/ VEHICLE / 03/ 06** for use by GAIL on 12 hrs / rounds the clock 24 hours, duty basis at its pre-decided places of deployment.

The acceptance of tender by GAIL shall constitute a binding contract between us and the GAIL, Guwahati.

The Earnest Money amounting of Rs..... (Rupeesonly) in the form of DD/Bankers Pay Order/BG drawn on Bank, bearing No..... dated In favour of GAIL (India) Ltd, payable at Sivasagar is enclosed.

I/We have read and understood the enclosed terms and conditions before making the offer. I/We have completely understood that offer without Earnest Money Deposit in the required form stands to be rejected summarily.

I/We also understand that the offered hired vehicle of older model or not conforming to GAIL's specifications shall make the bid to be summarily rejected.

Date : _____ **(Signature of the Tenderer)**
Place: _____ **Capacity in which signing** _____
Telephone: _____

Address in full & Seal

Bid Security Form for EMD
(to be stamped in accordance with the Stamp Duty)

Ref:.....

Bank Guarantee No.

Date:

To,
GAIL (India) Limited

Dear Sirs,

Whereas.....(hereinafter called "the Bidder") has submitted his Bid dated..... for(hereinafter called " the Bid") against RFQ No KNOW ALL MEN by these present that WE..... (Bank)..... having our registered office at..... (hereinafter called "the BANK") are bound unto (Beneficiary)..... (hereinafter called "the OWNER") in the sum of (Refer Section 4)..... for which payment will and truly to be made to the said OWNER, the BANK binds itself, its successors and assigns by these present sealed with the Common Seal of the said BANK this day of2003.

THE CONDITIONS of the obligation are :

1. If the Bidder withdraws his Bid during the period of bid validity specified by the Bidder on the Bid Form ;
2. If the Bidder, having been notified of the acceptance of his bid by the OWNER during the period of Bid Validity:
 - (a) fails or refuses to execute the Contract Form, if required or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidder.

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

This Guarantee shall be irrevocable and shall remain in force upto [this date should be 180 days after the date finally set out for closing of tender]. If any further extension of the Guarantee is required, the same shall be extended to such required period on behalf of this Guarantee is issued.

For WITNESS

(Signature)

Name & seal of Bank

Signature.....

Name.....

Address

Date :

Contract Agreement Form

THIS AGREEMENT made the day of 2006 ...
between (Name of OWNER) of (Country of OWNER) (hereinafter “ the OWNER”) of the one part and
(Name of SELLER) of (City and Country of SELLER (hereinafter “ the SELLER”) of the other part :

WHEREAS the OWNER is desirous that certain goods and ancillary service should be provided by the Seller,
viz. (Brief Description of Goods and Services) in the sum of (Contact Price in Words and Figures)
(hereinafter “the Contract Price “)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings are respectively assigned to them in the Conditions of Contract referred to.
2. The following document shall be deemed to form and be read and construed as part of the Agreement, viz :
 - (i) the Bid Form and the Price Schedule
 - (ii) the General Conditions of Contract ; and
 - (iii) the Special Conditions of Contract.
3. In Consideration of the payments to be made by the OWNER to the SELLER as hereinafter mentioned, the SELER hereby covenant with the OWNER to provide the Goods and Services and to remedy defects therein conformity, in all respect, with the provisions of the Contract.
4. The OWNER hereby covenants to pay to the SELLER, in consideration of the provision of the Goods and Service and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provision of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signature of Owner

Signature of Contractor

Signed, Sealed and Delivered by
said..... (For the OWNER)

Signed, Sealed and Delivered by the
said.....(for Contractor)

In the presence of

in the presence of.....

Proforma of Letter of Authority for Bid Negotiations and Signing the Agreement

No.

Date

GAIL (India) Limited
Guwahati

Attn:

Sub: GAIL RFQ No. **GAIL/ AGCL/ GHY/ VEHICLE / 03/ 06**

Dear Sirs,
We

.....

do hereby confirm that Mr./ Messer's (name & address) is/are authorised to represent us for bid negotiations and to conclude the agreement on our behalf with you against your above cited tender for (Item of GAIL to be located at.....
..... (Site Location)

We confirm that we shall be bound by all and whatsoever our representative shall commit.

Your faithfully

Signature

Name and Designation

for & on behalf of BIDDER

Note:

This letter of Authority should be on the letterhead of the Bidder and should and should be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind the bidder. In case of consortium, it shall be signed by the leader and each member of the consortium. to bind the bidder.

CERTIFICATE FROM BIDDER

I/ We have read and examined the tender documents, terms and conditions. A sum of Rs._____ is hereby forwarded through DD/BG towards EMD. If I/We fail to keep the tender open for _____ days or make any modifications in the terms and conditions of the tender which are not acceptable to GAIL or I/We fail to deploy the vehicle within 15 days of issue of LOI as per the terms of the tender or I/We fail to deposit the amount of Security Deposit specified in the tender vide para 12.2 above, I/We agree that GAIL shall without prejudice to any other right or remedy have liberty to forfeit the said EMD absolutely. The GAIL shall also be at liberty to cancel the notice of acceptance of tender if I/We fail to deposit the Security as aforesaid or to execute an agreement or to deploy the vehicles as stipulated above. We are enclosing all pre-requisite as per the tender conditions.

Date the _____ day of _____ 2006

Yours faithfully,

Signature of Tenderer (s) with the
Seal of the firm

PROFORMA FOR BANK GUARANTEE PERFORMANCE BOND

(To be submitted after placement of LOI)

BANK GUARANTEE NO _____ B.G.AMOUNT RS. _____

Date of B.G. _____ Due Date : _____

To**GAIL (India) Limited,**
LAKWA – 785688 (ASSAM)

1. In consideration of GAIL (India) Ltd., a company incorporated under the Companies Act with the registered office at 16, Bhikaiji Cama Place, New Delhi and its LPG Recovery Plant at Lakwa, Assam, India hereinafter referred to 'GAIL' which expression where the contract so requires admits of be deemed to include its successors or assignees and having entered into a contract with effect from- _____ (hereinafter called the contract which expression shall include all the amendments thereto) with _____ having its Head / Registered Office at _____ (hereinafter referred to as the contractor which expression unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assignees) and the contract having been unequivocally accepted by the contractor resuming in a contract/from tenderer bearing No. _____ effective from _____ valued Rs. _____ (Rupees _____ only). We the _____ having its registered office at _____ (hereinafter referred as "the bank" which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay immediately on first demand in writing in Rupees _____ only to GAIL any and all monies to the extent of Rs. _____ (Rupees _____ only) in aggregate at any time without any demur, reservation recourse, context or protests and/or without any reference to the contractor. Any such demand made by GAIL on the Bank shall be conclusive and binding notwithstanding any difference between GAIL and contractor or any dispute pending before any court. Tribunal, Arbitrator or any other authority. We agree that Guarantee to be herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by GAIL in writing.
2. GAIL shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the time for performance of the contract by the contractor or vary the terms of the contract, GAIL shall have the fullest liberty without affecting this Guarantee to postpone, from time to time, the exercise of power vested in them or any sought which they might have against the contractor and to exercise the same at any time any manner, and either to enforce, or to forebear to endorse, any convenient contained or implied in the contract between GAIL and the contractor or any other course or remedy or security available to GAIL. The Bank shall not be released of its obligations under these presents by any exercise by GAIL of its liberty with reference to matters aforesaid or any of them or by reason of any other act or fore-bearance of other act of GAIL or omission on the part of GAIL or any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
3. The Bank also agrees that GAIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the contractor and not withstanding any security or other guarantee that GAIL may have in relation to the contractor's liabilities.

4. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract i.e., completion of the entries service covered under a contract to the satisfaction of GAIL and it shall continue to be forceable till satisfactory performance of the service being a condition of contract and all the dues of GAIL under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till GAIL discharging this guarantee in writing.
5. We further agree that as between us and GAIL for the purpose of this Guarantee any notice given to us by GAIL that the money is payable by the contractor and any amount claimed in such notice by GAIL shall be conclusive and binding on us notwithstanding any difference between GAIL and the contractor or any dispute pending before any court, tribunal, arbitrator or any other authority. We further agree that this Guarantee shall not be effected/discharges by any change in our constitution in the constitution of GAIL or that of the contractor. We also undertake not to revoke this Guarantee during its currency. This Guarantee shall not be determined discharged or affected by the liquidation, winding up, dissolution or insolvency of the contractor and shall remain valid binding and operative against the Bank.
6. Notwithstanding anything obtained herein above our liability under this Guarantee is limited to Rs. _____ (Rupees _____ only) in aggregate and it shall remain in full force upto and including 180 days after _____ unless extended further, from time to time, for such period as may be instructed in writing by _____ on whose behalf this Guarantee has been given, in which case it shall remain

in full force upto and including 180 days after expiry of the extended period. Any claim under this Guarantee must be received by us before the expiry of 180 days from _____ or before the expiry of the 180 days after the expiry of extended period if any, if no such claim has been received us within the 180 days after the said date/extended date, the right of GAIL under this Guarantee will cease. However, if such claim has been received by us within and upto 180 days after the said date/extended date all the rights of GAIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Witness No.1
Signature

SIGNATURE

Full Name & Address
In Capital Letters

Witness No.2
Signature

Attorney as per power of
Attorney No. _____

Full name & Address
in capital letters

Date _____