



गेल (इंडिया) लिमिटेड

(भारत सरकार का उपक्रम)

GAIL (INDIA) LIMITED

(A Govt. of India Undertaking)

बूस्टर स्टेशन, राष्ट्रीय राजमार्ग -14, पोस्ट खडात, आबूरोड-307026, जिला-सिरोही (राजस्थान)
Booster Station, N.H. 14, Post Khadat, Abu Road-307026 Distt. Sirohi (Rajasthan)

Ph.: 02974-225188
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REQUEST FOR QUOTATION

To,
GAIL WEBSITE VENDOR,
India
Vendor Code : 101019938

RFQ No.
: GAIL/ABR/07/C07/3200040503/016507/SNS
Date: 13.02.2008
RFQ Due on : 18.03.2008 at 14:00 Hrs IST
Tender Opening Date : 18.03.2008 at 15:00 Hrs IST

Dear Sir(s)/Madam,

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

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

Group : 1

SOLAR LUMINAIRE

MAKE: PHILIPS (OR) EQUIVALENT

FREQUENCY: 50Hz

SUPPLEMENTARY REQUIREMENTS:

ADDITIONAL REQUIREMENTS:

1	7810819013	EACH	1	
	SOLAR POWER SYSTEM, 03KWP, W/80WP SPV			
	SOLAR POWER SYSTEM, 03KWP			
	CONSISTING OF 80WP SPV			
	PV OUTPUT: 204V DC NOMINAL, 16A			

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/ABR/07/C07/3200040503/016507/SNS

Date: 13.02.2008

EMD Details : 1. As a part of bid the bidders shall submit Earnest Money Deposits (EMD) amounting to Rs. 22,000/- (Rupees Twenty Two Thousand only) in the form of Demand Draft [in favour of GAIL (India) Ltd., payable at Jaipur] or Bank Guarantee strictly as per format attached with this RFQ and in line with instructions contained here-in-after in this RFQ/Bid Document.

EMD must indicate the 'RFQ/Bid Document' number and the 'Object of' for which the bidder is quoting. This is essential to have proper co-relation at a later date.

The EMD, if in the form of Bank Guarantee, shall issued by any Indian Nationalized Bank or any scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International Bank strictly in the form provided in the bid document and valid for two months beyond the validity of the bid.

However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'.

2. Central Public Sector Undertaking of Govt. of India (CPSUs) are exempted from submission of EMD.

3. Firms registered with NSIC are exempted from furnishing EMD, provided they are registered for the quoted items upto the monetary limit, they intend to quote, & subject to their enclosing with their Bid a copy of latest & current and valid registration certificate for the quoted items(s) duly attested by Notary Public, alongwith its bid(s).

Bidders who claims exemption of submission of EMD against NSIC registration, which is not valid for quoted items in SOR and/or not of requisite monetary limits, shall be summarily rejected.

GAIL reserve right to verify the registration certificates provided with relevant authorities.

4. The 'Bid Security' may be forfeited:

(a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'

(b) In the case of a successful Bidder, if the Bidder fails:

(i) to accept the "Notification of Award" / "Letter of Intent [LOI]", or

(ii) to furnish "Contract Performance Security / Security Deposit" AND/ OR to execute the Contract agreement in accordance with provisions of RFQ as specified here-in-after.

(iii) to accept 'arithmetical corrections'

REQUEST FOR QUOTATION (Cont.)

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Instruction to Bidders : NOTE : IN CASE OF NON SUBMISSION OF BID MAY PLEASE SEND BACK WITH REGRET LETTER.

1. Tender document is "NON TRANSFERRABLE". Bidder must submit the Bid Directly. Bids received from bidders in whose name tender document has been issued or downloaded by any prospective bidder from GAIL website shall only be considered.
2. Bids are invited SINGLE STAGE TWO BID SYSTEM. For details refer consignee address.
3. The Bidder shall not be under a declaration of ineligibility by Employer for corrupt or fraudulent practices as defined in ITB.
The Bidder is not put on 'Holiday' by Gail or 'Blacklisted' by any Government Department/ Public Sector Enterprises.
4. The bidders are advised to go through the document completely and if there is any query, the same may be raised/ get clarified through mail or fax. GAIL shall not raise and shall not accept any query after submission of bid and the offer shall be evaluated on the basis of quoted parameters.
5. Any amendment made by GAIL subsequent to issue of bidding document will be notified to all the prospective bidders in writing which shall form integral part of this bidding document & will be binding on bidders.
6. We do not provide Form'C'. Quote your prices without form 'C'.
7. Please submit Detailed Specifications, Test certificates, catalogue & Warranty certificates alongwith offer if applicable.
8. The rates/prices quoted shall be "COMPOSITE & FIRM" and shall remain unchanged. The bidder shall quote the prices both in 'figures' as well as in 'words'.
9. If no taxes, duties, freight & p&f are indicated in the offer, it shall be presumed that the unquoted parameter is inclusive in the prices and the same shall be binding on the bidder. Bidders are advised to quote CST (without form 'C')/LST/VAT/ED/WCT/Service Tax/ Entry tax & any other tax separately in percentage (%) only if applicable.
10. The Outsider Bidders from Rajasthan State should quote CST in place of VAT because VAT is applicable only for intra-state transaction not for inter-state transaction.
Any variation in statutory taxes & duties during the contract period shall be borne by GAIL provided the contract Is not extended beyond contractual due date to failure of contractor.
11. Discount, if any, must be quoted in "SOR" only. Conditional discount, if offered shall not be considered for evaluation.
12. Where there is a discrepancy between the 'amount in words' and the 'amount in figures', the 'amount in words' will govern.
If there is a discrepancy between the 'unit price' and the 'total price' that is obtained by multiplying the 'unit price' and the 'quantity', the 'unit price' shall prevail and the 'total price' will be corrected.
If there is a discrepancy between the 'total amount' and the 'sum of total prices', the 'sum of total prices' shall prevail and the 'total Bid amount' will be corrected

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/ABR/07/C07/3200040503/016507/SNS
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13. The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

14. The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

Price Basis : FOT, Site

The Site address is:

GAIL(India)Ltd., SV 34 ,Village Bordi, Tehsil-Desuri, Dist-Pali, Rajasthan.

Delivery/Completion Schedule : The supplier shall have to execute the order within 03 (three) months from the date of issuance of Purchase Order.

This time period includes the followings:

- i) Visit to the site, if found necessary by the successful bidder.
- ii) Design the system as per technical specifications & detailed scope of work
- iii) Supply, install and commission the solar power system that meets all our requirements.

Terms of delivery : Door Delivery described as per site address.

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/ABR/07/C07/3200040503/016507/SNS
Date: 13.02.2008

Consignee Address : The Bids are invited under SINGLE STAGE TWO BID SYSTEM.

1. The bid shall be submitted to:

Sr. Officer(C&P), GAIL(India) Ltd., Aburoad -307026, Dist. Sirohi Rajasthan).

Phone: 02974 294262, 294527, 294528 e-mail: snsingh@gail.co.in

Fax: 02974 -294529, 0141-2205636

Sealed Bid(s) complete in all respect should reach the office of HoD(C&P), GAIL, Abu Road, on the above specified address on or before the above specified bid due date & time. The bids may also be placed personally in the Tender Box kept (only on working days from 9:15 hrs. to 17:45 hrs.)

2. Offer(s) sent by Fax/E-mail/Offer(s) without proper marking on inner & outer envelopes/both Unpriced & Priced bid placed in a single envelope & bid not prepared & submitted as per instructions specified here-in-before shall not be considered.

3. GAIL shall not be responsible for any delay in receiving the bids for any reasons whatsoever. Bids received after the specified Bid Due Date & Time, for whatsoever may be the reason, shall be summarily rejected.

4. Bid shall be submitted in the following manner in separately sealed envelopes, duly super-scribed as below within the above specified bid due date & time in a manner as described hereinafter:

Part-I - Techno-commercial / Un-priced Bid [in 'original', only]

Part-II - Price Bid [in 'original', only]

Part-III - Bid Security [in 'original', only]

5. Part 'I' shall contain 'original' of "UN-PRICED BID" complete with all 'technical' and 'commercial' details as per BEC along with 'work order/ Purchase Order of similar nature of job along with completion certificate in the support. All document pertaining to tender should be signed & stamped by the bidders in a separately sealed envelope, duly pasted with the corresponding 'Cut-Out slip' with the name of the Bidder.

6. Part 'II' shall contain 'original' of "PRICE BID", with duly filled-in "Schedule of Rates [SOR]", sealed in a separate envelope, duly pasted with the corresponding 'Cut-Out slip'.

7. Part 'III' shall contain 'original' of "EARNEST MONEY/BID SECURITY" in a separately sealed envelope, duly pasted with the corresponding 'Cut-Out slip'.

8. The 'three [03] envelopes' containing PART 'I', PART 'II' & PART 'III' should be enclosed in a 'bigger envelope', duly sealed, marked and pasted with the corresponding 'Cut-Out slip' [enclosed] and must also bear the 'Name & Address of Bidder' with Ref:

[DO NOT OPEN]

QUOTATION FOR-" QUOTATION FOR DESIGN, SUPPLY,INSTALLATION & COMMISSIONING OF SOLAR POWER SYSTEM FOR GAIL JLPL STATION, ABUROAD "

BID/TENDER DOCUMENT NO. GAIL/ABR/07/C-07/SNS

BID DUE DATE AND TIME: 18.02.2008, 1400 Hrs.(IST).

9. If the outer envelope is not sealed GAIL will assume no responsibility for the Bid's misplacement or premature opening.

10. 'Bid Form' duly filled & signed. Copy of this bidding document duly signed and stamped on each page in token of bidder's acceptance to all terms and conditions of bidding document.

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/ABR/07/C07/3200040503/016507/SNS
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11. The bids shall be opened on the due date at 1500 hrs. Bidders are advised to depute their authorized representative (with authorised permission letter) or himself to join the bid opening on due date at 1500 hrs. PRICE BID OPENING SCHEDULE shall informed separately to the Technically Qualified Bidders.

Terms of payment : 1. 100% within 15 days after receipt, acceptance alongwith installation & commissioning of item at our site.

2. No advance payment shall be released unless specified otherwise in the bid document & accepted by GAIL.

3. Holding account with HDFC/ICICI/SBI(where e-payment facility is available) is preferable for e-payment.

4. The bidders must raise CENVATABLE invoice must be prepared strictly as per agreed & accepted unit rates, amount & tax structure as agreed & accepted and specified in WO only.

5. In case of delay in completion beyond contractual completion date, the invoice shall be presented for the reduced value proportionate to PRS amount as applicable per provisions of contract.

6. The bidders may note that the bank charges, associated with release of payments against the order, shall be to respective account.

Warranties : Minimum 01 year warranty for the whole system w.e.f. successfully installation & commissioning as certified by Nominated Gail's representative.
For details refer sr. no. 4. of General Terms attached herewith.

Price Reduction Schedule : 0.5% per week of delay or part thereof subject to max. 5% of total order value.

REQUEST FOR QUOTATION (Cont.)

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Performance Bank Guarantee : The successful bidder shall have to submit PBG in the form of BG as per GAIL's format attached herewith within 15 days for 10% of total contract value which shall be valid upto 02 months beyond the Warranty Period. No payment shall be released without submission of PBG (Security Deposit).

Note:

Bank Guarantee, shall issued by any Indian Nationalized Bank or any scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International Bank strictly in the form provided in the bid document and valid for two months beyond the validity of the bid.

If the PBG is from a scheduled bank, either the bank shall give a certification on its letter head that the turnover of the bank is more than 100 crs. Or the same shall be mentioned in the BG itself. Besides it, a documentary proof is to be submitted along with the BG that the bank in question is registered with RBI as a scheduled bank.

The proceeds of Security Deposit shall be appreciated by the GAIL as compensation for any loss resulting from the SUPPLIER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the GAIL may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Security shall also govern the successful performance of the contract, Goods, works and Services during the entire period of Contractual Warrantee/Guarantee If Applicable).

The supplier performance security will be discharged by GAIL not later than 6 months from the date of expiration of the Contractors's entire obligations, including any warrantee / Guarantee/DEFECT LIABILITY PERIOD (DLP) obligations, under the CONTRACT.

Other Provisions of 'CONTRACT PERFORMANCE SECURITY' as specified in 'GENERAL PURCHASE CONDITIONS OF CONTRACT' (GPC) and else where in the bidding document if any, may also be referred in this regard.

REQUEST FOR QUOTATION (Cont.)

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Other contractual stipulations : 1. Rejection Criteria - Non acceptance/ deviation to the terms & conditions mentioned in the request for quotation shall lead to rejection of the bid:

- i. Firm Price - Prices should be firm without escalation.
- ii. EMD/ Bid Bond -To be submitted as per RFQ/ LOA/PO terms
- iii. Technical Specifications - To be accepted as per RFQ
- iv. Price Schedule -Should be quoted only as per SOR
- v. Delivery Period - To be accepted as per RFQ
- vi. Period of Validity of bid - To be accepted as per RFQ
- vii. Price Reduction Schedule - To be accepted as per RFQ
- viii. Performance Bank Guarantee/ Security Deposit -To be submitted as per RFQ/ LOA/PO terms
- ix. Guarantee/ Warrantee Period - To be accepted as per RFQ
- x. Arbitration/ Resolution of dispute - To be accepted as per RFQ
- xi. Force Majure - To be accepted as per RFQ
- xii. Applicable Laws - To be accepted as per RFQ

Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid - To be accepted as per RFQ

2. GAIL reserves the right to accept or reject any bid or all bids without assigning any reasons whatsoever and to annul the Bidding process at any time prior to award of CONTRACT, without thereby incurring any liability to the affected Bidder or Bidders and without any obligation to inform the affected Bidders of the grounds for the GAIL's action.

3. FORCE MAJEURE CONDITIONS FOR FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by the either party shall be born by respective parties.

The term #Force Majeure# as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of the two parties, namely the OWNER and the SUPPLIER.

Upon the occurrence of such causes and upon its termination, the contractor alleging that it has been rendered unable as aforesaid thereby shall notify the GAIL in writing immediately but not later than 72 hours of the alleged begin and ending thereof, giving full particulars and satisfactory evidence in support of his claim.

Time for performance of the relative obligation suspended by the Force Majeure shall then stand by the period for with cause lasts.

If order execution by the supplier is suspended by the Force Majeure conditions lasting for more than two months the owner shall have the option to terminate the purchase order.

4. The GCC is attached in our tender document posted on website. our website is gailonline.com. The bidders are advised to download the GCC & submit the same along with their offer duly accepted signed & stamped without any deviation.

REQUEST FOR QUOTATION (Cont.)

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5. VENDOR/CONTRACTOR REGISTRATION: The vendors/contractors who have not been sent/issued the hard copy of the RFQ/tender document and are submitting their offers through GAIL's website reference shall provide the following information on their letterhead alongwith confirmation by the bank branch where his a/c exist:

- A) Party Name
- B) Bank's Name
- C) Branch Name
- D) Branch Code
- E) Account type
- F) Account no.
- G) PAN No.
- H) CST/LST No.
- I) TIN No.
- J) ECC No.
- K) Fax No.
- L) E-mail Id
- M) Telephone No.

It is preferred that ICICI/HDFC bank details shall be provided.

Special Conditions of Contract : Refer detailed scope of work & technical specification 'ANNEXURE -1'

Enclosures : 1. Scope of Work & Technical Specifications -Annexure '1'

2. General Terms -Annexure '2'

3. Drawings 1 & 2 -Annexure '3'

4. HSE -Annexure '4'

5. BID Security Format -Annexure '5'

6. Performance Bank Guarrantee Format -Annexure '6'

7. General Purchase Conditions

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Bid Evaluation Area : The bidders who will fulfill but not limited to the following conditions shall only be considered for the bid qualification.

1 The bidder should be either a manufacturer or an Authorised supplier/Distributor/Dealer of manufacturer for stand alone type power system and the offered Solar PV modules should have IEC 61215 approval. The bidder shall submit valid documentary evidences for being a manufacturer (i.e. ISO Certificates/Excise Registration certificate/Any certificate issued by Statutory Authority/NSIC Certificate or Equivalent Certificate). In case bidder is an authorized supplier/Distributor/Dealer of Manufacturer, shall submit valid authorization certificate from the manufacturer.

2 Bidder should have supplied, Installed and commissioned Solar Power Systems of capacity 5Kwp or more as per our technical specifications within last 05 years reckoned from bid due date and shall submit a copy of purchase order to substantiate the same.

Techno-Comm Bid Evaluation : Overall Basis

Important :

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

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

(Authorized signatory)

REQUEST FOR QUOTATION (Cont.)

RFQ No.:GAIL/ABR/07/C07/3200040503/016507/SNS

Date:13.02.2008

Format for Details of Terms & Conditions to be Filled By Vendor

Offer Ref . & Date Price Basis: Ex-Works.....
Telephone No FOT Site of Plant.....
Fax No.
E-Mail

Delivery Schedule

Offer validity for: 90 days/120 days/180 days

Payment Terms

1. Discount % on basic Unit price, if any
.....

2. Packing & Forwarding, if applicable.....
.....

3. Excise Duty % (if applicable).....
.....

4. LST/CST (with/without concessional Form), if applicable
.....

5. Freight, if applicable
.....

6. Other Charges, if any.....
.....

Signature of Vendor with Office Seal

SCOPE OF WORK **&** **TECHNICAL SPECIFICATION**

1. Scope of Work

This job involves by means of the enclosed specification, design, manufacture, supply, installation, commissioning of the Solar PV Power System with 1 year warranty period, at SV 34 ,Village Bordi, Tehsil-Desuri, Dist-Pali, Rajasthan.

The Scope of Work shall include the following,

- a. Design, manufacture, supply of Solar PV Power System
- b. Detailed planning of smooth execution of the project
- c. System integration with existing setup at site without affect the existing system or as per Gail's decision.
- d. Performance testing of the complete system & warranty of the system for 1 year faultless operation.
- e. After sales service, directly or through local contractual arrangement.
- f. Risk liability of all personnel associated with the implementation realization of the project .

Installation and commissioning of the system

- g. Installation and commissioning of power system shall be in the scope of the bidder.
- h. The bidder is responsible for arranging all the accessories and measuring instruments required to smoothly commission the power plants.
- i. The plant shall be commissioned in the presence of GAIL authorized personnel or its nominated representative.
- j. If the need arises during commissioning, the bidder must keep one engineer on site of installation for the period of 7 days, or the period mutually decided with GAIL, for system integration
- k. An acceptance report shall be prepared and signed by all participating parties.
- l. **PCC ARRAY FOUNDATION BASE:** The legs of the structures made with GI angles will be fixed and grouted in the PCC foundation columns made with 1:2:4 cement concrete. The minimum clearance of the lowest part of any module structure shall not be less 500 mm from ground level. While

- making foundation design, due consideration shall be given to weight of module assembly, maximum wind speed of 200 km/hr and seismic factors for the site.
- m. The bidder can visit the site before quoting rate for civil works. After taking in to consideration all aspects of the site, condition of soil etc., the bidder shall quote for civil works. No extra claim shall be entertained at post project stage. The foundation design of module structure design shall be submitted to GAIL for approval. The work will be carried out as per designs approved by GAIL.

2. Technical specifications of major components of Solar PV Power System

- 2.1 The bidder should be able to design, supply, commission and integrate the solar power system stand alone type with our existing system.
- 2.2 The designing must be made to fulfill our all technical requirements which are given as follows:

Our present system: (for schematics refer Drawing-1)

- 2.2.1 3 TEGs :1 running 2 stand by
- 2.2.2 Working load 12 amp @ 27V DC, 24 hrs a day
- 2.2.3 Type of load-Telecom,SACDA,Cathodic Protection,lighting etc.
- 2.2.4 Two battery banks Each having capacity 1195AH. Each battery bank has 19 cells each. (HBL NIFE make)
- 2.2.5 Our present Ni-Cd battery banks shall be used along with the solar power system. Therefore the designing must be done considering the behavior of Ni-Cd batteries.
- 2.2.6 The batteries are 7 years old and are at 80% capacity.

Requirement in brief:

- 2.2.7 Solar based power system sufficient enough to cater to our above mentioned load conditions for 24 hrs a day without any interruption or failure and of sufficient capacity to take care of the load in case of minimum of two days of non sunny days(autonomy) .
- 2.2.8 The alarm systems must be available at local and SCADA ends.
- 2.2.9 The alarms shall be for under voltage, over voltage, earth fault.
- 2.2.10 Over charge of batteries must be prevented by using a precise current controller
- 2.2.11 The O/P must be adjustable from 24-32V DC
- 2.3.12 The designing of the solar power system should be done considering Annual average Sunshine/day of 5 peak hours.
- 2.3.13 proper isolation and protection to the system. Ref Drawing-2

Technical specification of the major components of the solar power system.

Solar PV modules and array

1 Crystalline high power cells shall be used in the Solar Photovoltaic module. The bidder offering single module with highest wattage shall be given preference. To connect the solar module interconnection cable shall be provided

2 Photo / electrical conversion efficiency of SPV module shall be greater than 12%. Module shall be made of high transmissivity glass front surface giving high encapsulation gain and hot butyl rubber edge sealant for module protection and mechanical support.

3 All materials used shall have a proven history of reliable and stable operation in external applications. It shall perform satisfactorily in relative humidity up to 100% with temperatures between -10 Deg C and +85 Deg C and with stand gust up to 200km/h from back side of the panel.

4 Solar module shall be crystalline type, employing lamination technology using established polymer (EVA) and Tedlar or Polyester laminate.

5 Sample modules, representative of the production processes employed in the manufacture of the offered module shall be in accordance with the requirements of IEC 61215 and shall have UL and CE approval. Offered module also shall have FM approval for Class 1, Div 2, Group D hazardous area application. The bidder shall submit appropriate certificates.

Other general requirements of PV module

- The rated output power of any supplied module shall not vary more than 3-5% from the average power rating of all modules.
- The module frame is made of corrosion resistant materials, which is electrolytically compatible with the structural material used for mounting the module.
- Protective devices against surges at the PV module shall be provided, if required. Low voltage drop bypass and / or blocking diode(s) may also be provided, if required.
- Module Junction box (weather resistant) shall be designed for long life outdoor operation in harsh environment.

- A minimum warranty of 10 years shall be given with degradation of power generated not exceeding 10% over the entire 10 year period.
- The solar modules shall have suitable encapsulation and sealing arrangements to protect the silicon cells from the environment. The arrangement and the material of encapsulation shall be compatible with the thermal expansion properties of the Silicon cells and the module framing arrangement/material. The encapsulation arrangement shall ensure complete moisture proofing for the entire life of the solar modules.
- Each module shall have low iron tempered glass front for strength and superior light transmission. It shall also have tough multi layered polymer back sheet for environment protection against moisture and provide high voltage electrical insulation.
- The fill factor of modules shall not be less than 0.70 (typical)
- Array capacity shall not be less than the design capacity. Depending on size of the power system, number of modules required shall be worked out accordingly.
- Data sheet of the offered module shall be submitted along with the offer giving details of peak power, peak current, short circuit current, fill factor, open circuit voltage, peak power voltage etc.

Orientation and Tilt of PV Module

Modules alignment and tilt angle shall be calculated to provide the maximum annual energy output. This shall be decided based on the location of array installation .Location of array shall be finalized by GAIL only.

Module mounting structure

- The array structure shall be made of hot dip galvanized MS angles of size not less than 50 mm x 50 mm x 6 mm size. The minimum thickness of galvanization shall be at least 70 microns. All nuts & bolts shall be made of very good quality stainless steel. The minimum clearance of the lowest part of the module structure and the developed ground level shall not be less than 500 mm. The structure shall have tilt span of 0 to 60 deg in steps of 5 deg.
- Leg assembly of module mounting structure made of different diameter galvanized tubes may be accepted. The work should be completed with supply, fitting fixing of clamps, saddles, nut & bolts etc. While quoting the rate, the bidder may mention the design & type of structure offered. All nuts & bolts shall be made of very good quality stainless steel.
- The structure shall be designed to allow easy replacement of any module and shall be in line with site requirements.
- The structure shall be designed for simple mechanical and electrical installation. It shall support SPV modules at a given orientation, absorb

and transfer the mechanical loads to the ground properly. There shall be no requirement of welding or complex machinery at site.

- The array structure shall be so designed that it will occupy minimum space without sacrificing the output from SPV panels at the same time it will withstand wind speed up to maximum 200 km/h.
- The supplier/manufacturer shall specify installation details of the PV modules and the support structures with appropriate diagrams and drawings.
- The drawings along with detailed design shall be submitted to GAIL for approval before starting the execution work. The work will be carried out as per designs approved by GAIL.
- PCC ARRAY FOUNDATION BASE: The legs of the structures made with GI angles will be fixed and grouted in the PCC foundation columns made with 1:2:4 cement concrete. The minimum clearance of the lowest part of any module structure shall not be less 500 mm from ground level. While making foundation design, due consideration shall be given to weight of module assembly, maximum wind speed of 200 km/hr and seismic factors for the site.
- The bidder can visit the site before quoting rate for civil works. After taking in to consideration all aspects of the site, condition of soil etc., the bidder shall quote for civil works. No extra claim shall be entertained at post project stage. The foundation design of module structure design shall be submitted to GAIL for approval. The work will be carried out as per designs approved by GAIL.

Junction Boxes

The junction boxes shall be dust, vermin and waterproof and made of FRP. The terminals shall be connected to copper bus bar arrangement of proper sizes. The junction boxes shall have suitable cable entry points fitted with cable glands of appropriate sizes for both incoming and out going cables. Suitable markings shall be provided on the bus bar for easy identification and cable ferrules shall be fitted at the cable termination points for identification. The junction boxes shall have suitable arrangement for the following:

- Combine groups of modules into independent charging sub-arrays that shall be wired to the PCU.
- Provide a test point for each sub-group for quick fault location.
- To provide group array isolation.
- The rating of the JB's shall be suitable with adequate safety factor to inter connect the Solar PV array.

Solar Charge Controller (SCR)

SCR shall be MOSFET based, High efficiency Series regulator with two stage charging technique is adopted.

SCR shall have Protection against transient / surge.

SCR shall have Blocking diode to prevent discharge of battery through solar array during night.

SCR shall have Protection against Over Charging of the battery.

MCB's are provided for Array and load.

Built-in cable drop and temperature compensation.

Robust Enclosure.

BATTERY BANK - Not in scope of Bidder – Shall be provided by GAIL

The bidder should study the existing battery bank at the site, before quoting for the tender.

DC Distribution Board (DCDB)

Solar array side breaker and battery side breaker shall be housed in enclosure. These can also be housed within the PCU to save space.

Cables and accessories

All the cables shall be supplied conforming to IS 1554 / 694 Part 1 of 1988 & shall be of 650 V/ 1.1 kV grade as per requirement. Only polyethylene copper cables shall be used. The size of the cables between array interconnections, array to junction boxes, junction boxes to PCU etc shall be so selected to keep the voltage drop and losses to the minimum.

The bidder shall supply all installation accessories, which are required to install and successfully commission the power plant.

Earthing and lightning protection

Earthing: The array structure of the PV yard shall be grounded properly using adequate number of earthing kits. All metal casing / shielding of the plant shall be thoroughly grounded to ensure safety of the power plant.

Lightning: The SPV Power Plant shall be provided with lightning & over voltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc.

Metal oxide variastors shall be provided inside the Array Junction Boxes. In addition suitable MOV's also shall be provided in the Inverter to protect the inverter from over voltage.

Battery room and control room

The bidder shall give the details of array layout and control room/battery room layout along with the offer. GAIL provide space in the existing room for the charge controller. The successful bidder shall check the availability of required space in this room. The information on requirement must be clearly specified in the bid.

List of Items

A complete Bill of Materials inclusive of Solar PV Modules, array Junction box, main junction box, cables, PCU, Array mounting structures etc shall be provided along with the offer. The numbers of each component proposed for supply shall be clearly specified. The items not listed in BOM but required for successful installation/commissioning of power plants shall also be added, as required.

Installation and commissioning

- Installation and commissioning of power system shall be in the scope of the bidder.
- The bidder is responsible for arranging all the accessories and measuring instruments required to smoothly commission the power plants.
- The plant shall be commissioned in the presence of GAIL authorized personnel or its nominated representative.
- If the need arises during commissioning, the bidder must keep one engineer on site of installation for the period of 7 days, or the period mutually decided with GAIL, for system integration
- An acceptance report shall be prepared and signed by all participating parties.

After sales & service

The bidder shall give the details of their fully functional branch office / service centers within the region and ensure that all the essential men and materials are placed to ensure quick and efficient after sales service.

Training and after sales service is an important component of supply. The terms and conditions for training and after sales supply and service are to be presented clearly in the proposal and the extent and duration of after sales support clearly defined. An explanation of preventative maintenance schedule, plan of operation, scope and implementation of the after sales service is to be defined.

Documentation

Two sets of installation manual / user manual shall be supplied along with the each power plant. The manual shall include complete system details such as array lay out, schematic of the system, inverter details, working principle etc. Step by step maintenance and trouble shooting procedures shall be given in the manuals.

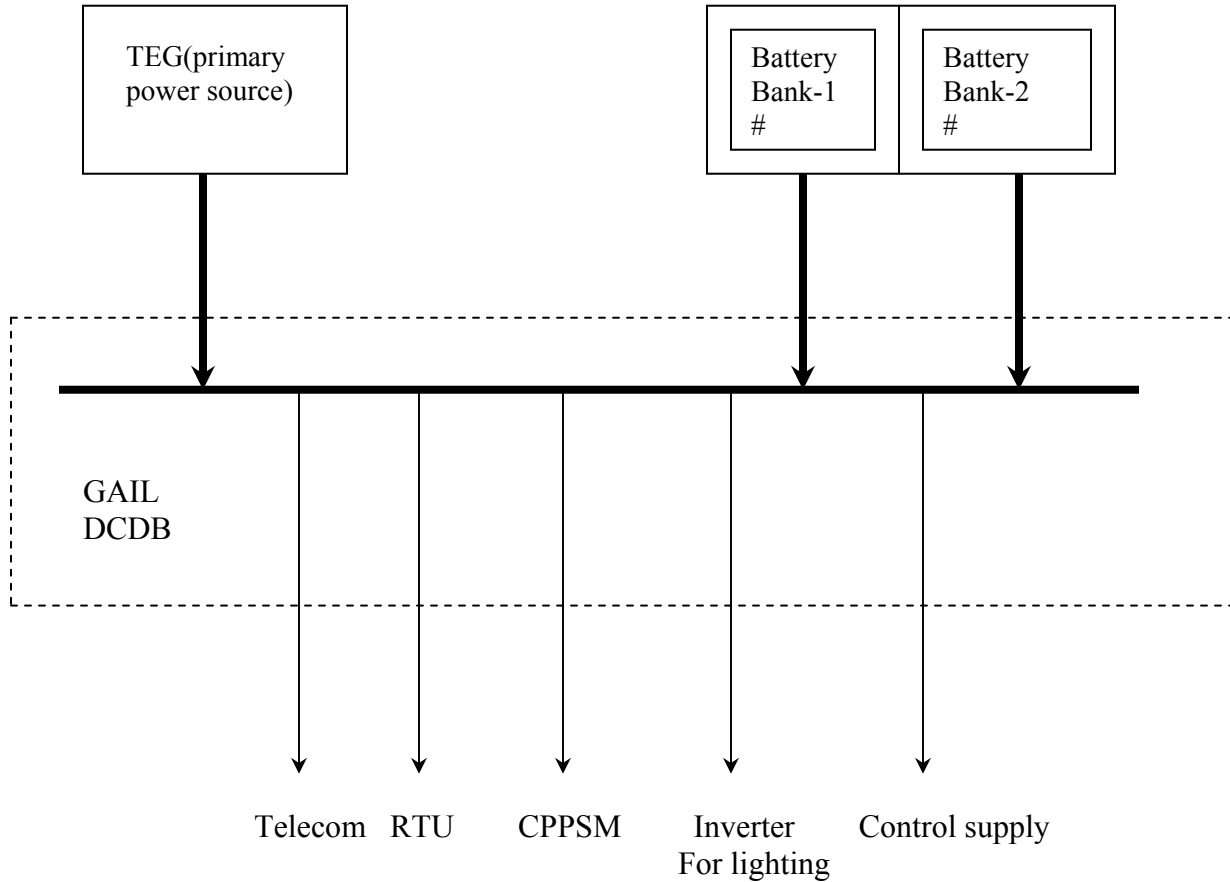
ANNEXURE '2'

General Terms:

1. The time of completion of complete job that includes visit to the site if found necessary by the bidder, design, supply, install and commission the solar power system that meets all our requirements, shall be three months after placing of purchase order.
2. The list of critical spares alongwith the price list shall be submitted.
3. The vendor must assure after sales services for the entire life of the system.
4. minimum of 1 yr of warranty for the whole system and Minimum Warranty of 10 years with degradation of power generated not exceeding 10% over the entire 10 years
5. 100% payment shall be made against the first and final bill after the completion of the order, and statutory deduction as applicable. The vendor shall mention the HDFC/ICICI bank account no. in the invoice if applicable.
6. Price reduction schedule (PRS) shall be applicable @ 0.5% per week of delay subject to maximum 5% of the total order value.
7. Transportation, accommodation, fooding etc. shall be in the scope of the supplier and the price quoted shall be inclusive of all.
8. The prices quoted shall be inclusive of all taxes and duties etc.
9. In case of any damage to GAIL's property, the same shall be recoverable from the vendor at the prevailing market rates.
10. Bidders are advised to visit the locations before quoting..

DRAWING -1

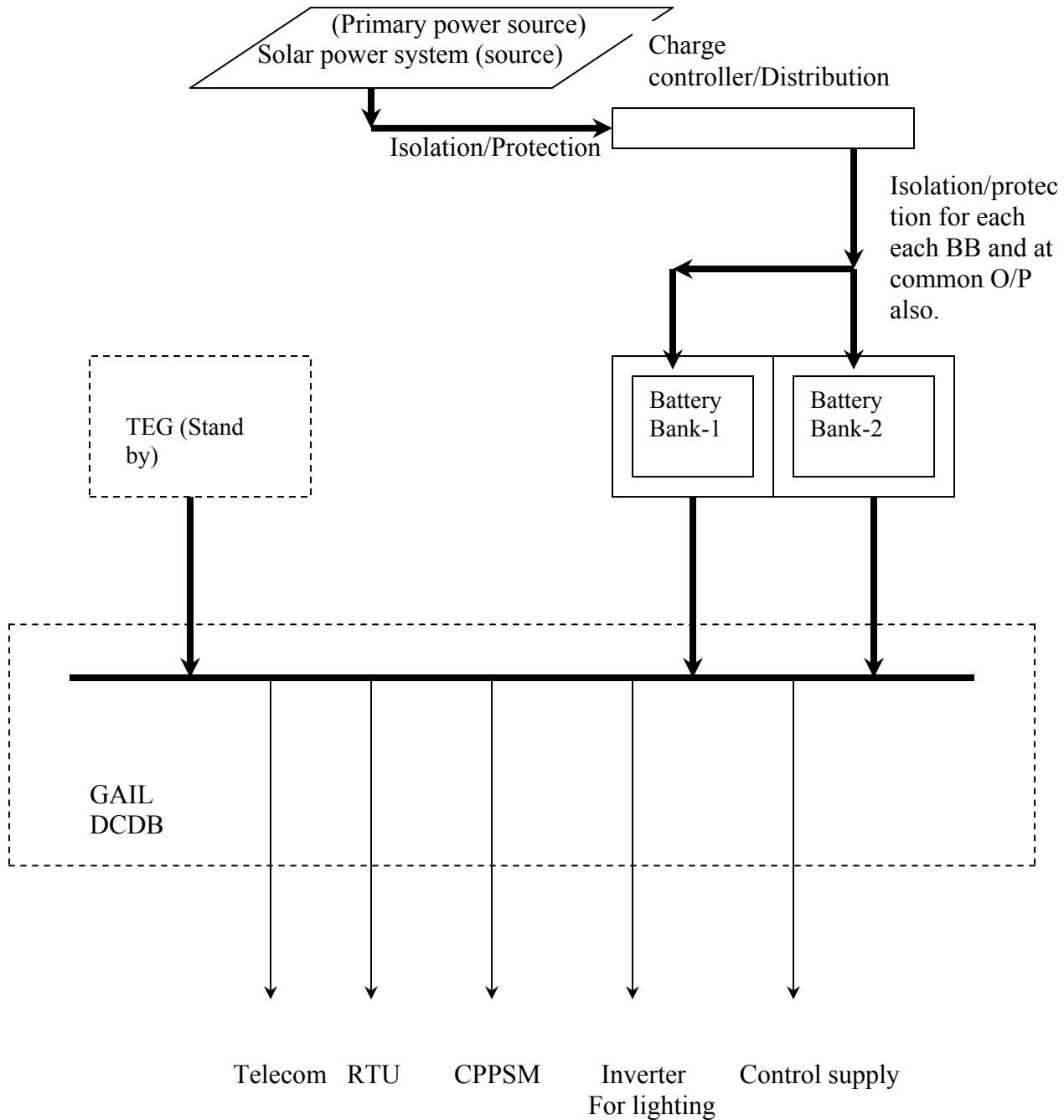
Existing scheme in operation at SV –34 (Drawing-1)



Note: Both battery banks are of Ni-Cd with capacity 1195AH of make HBL NIFE. Each battery bank has 19 cells each. These battery banks are 7 years old with 80% capacity at present. Boost charging is carried out twice in a year. These battery banks are used as a power back up in case of primary power source fails.

DRAWING -2

The new scheme with solar power source.(Drawing-2)



ANNEXURE '3'

The existing battery banks shall be used with the solar power system. And the entire load shall be catered to by these batteries which shall in turn be charged by the solar panels. The TEGs shall remain in stand by mode.

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 SCOPE

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

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

- 2.1 Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2 The Contractor shall ensure that the GAIL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3 Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4 Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by GAIL / external agency authorized by GAIL, shall be complied by Contractor and its report to be submitted to GAIL.
- 2.5 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, GAIL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with GAIL.
- 2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by GAIL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7 Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9 All equipments should be tested and certified for its capacity before use.

- 2.10 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of GAIL.
- 2.12 Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 2.13 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.14 Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and submit the reports for review by GAIL.

3.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

IS: 2925 - 1984 Industrial Safety Helmets

IS: 47701 - 1968 Rubber Gloves for Electrical Purpose

IS: 6994 - 1973 [Part-I] Industrial Safety Gloves [Leather & Cotton Gloves]

IS: 1989 - 1986 [Part-II] Leather Safety Boots & Shoes

IS: 5557 - 1969 Industrial & Safety Rubber Knee Boots

IS: 6519 - 1971 Code of Practice for Selections, Care & Repair of Safety Footwear

IS: 11226 - 1985 Leather Safety Footwear Having Direct Molding Sole

IS: 5983 - 1978 Eye Protectors

IS: 9167 - 1979 Ear Protectors

IS: 3521 - 1983 Industrial Safety Belts & Harnesses

BID SECURITY FORM

ANNEXURE '5'

To,
GAIL(India) LTD.,
3rd & 4th Floor Crystal Mall,
A-3, Sawai Jai Singh Highway
Bani Park,
Jaipur – 302 016,
(Rajasthan)

Bank Gurarantee No.
Date:

Dear Sir,

Whereas

(hereinafter called “the Bidder”) has submitted his bid datedfor supply of

.....(hereinafter called “the Bid”) against Bid

Document/ RFQ No.KNOW ALL MEN by these presence that WE

(BANK).....of

having our registered office at

hereinafter called the “BANK”) are are bound unto Gas Authority of India Limited (hereinafter

called “the CLIENT/GAIL”) in the sum of Rs.for

which payment will and truly to be made to the said PURCHASER/GAIL, the BANK binds itself, its

successors and assigns by these presents. Sealed with Common Seal of the said BANK this

.....day of

The CONDITIONS of this obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form or
2. If the Bidder, having been notified of the acceptance of his bid by the PURCHASER/GAIL during the period of bid validity :
 - a. fails or refuses to accept the Purchase Order/Contract Form, as required or
 - b. fails or refuse to furnish the Performance Security(CPBG) in accordance with the Instructions to Bidder or
 - c. fails to accept as arithmetical correction of its bid pertinent to Article 20.2 of Instructions

to Bidders.

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

This Guarantee will remain in force up to and including a period of two (2) months after the bid validity, and any demand in respect should reach the BANK not later than the above date.

(Authorized signatory of the BANK)

Name:

Date:

Place:

Witness :

Signature :

Name :

Address :

Performance Security - UNCONDITIONAL
(Contract-cum-Equipment of Performance Bank Guarantee)

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

REF.

Bank Guarantee No.

Date :

To

GAIL (INDIA) LTD.

3rd & 4th Floor Crystal Mall,

A-3, Sawai Jai Singh Highway,

Bani Park,

Jaipur – 302 016

(Rajasthan)

Dear Sirs,

In consideration of the GAIL (INDIA) LTD., New Delhi(India) (herein referred to as the purchaser which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s _____ having principal office at _____(hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of _____by issue of Purchaser's Purchase Order No. _____ dated _____and the same having been accepted by the Seller resulting into CONTRACT for supplies of materials/equipments as per above referred Purchase Order having a total value of _____for the complete supply of materials/equipments and the SELLER having agreed to provide a Contract Performance and warranty guarantee for faithfully performance of the aforementioned Contract and warranty to quality_____ to Purchaser.

We (Bank) _____ having Head Office at _____(hereinafter referred to as the Bank, which expressly shall unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the PURCHASER or demand any all moneys payable by the Seller to the extent of 10% (ten percent) of the Contract Prices as aforesaid at any time up to _____

without any demur, reservation, context, recourse or protest and/or without any reference to the SELLER. Any such demand made by PURCHASER on bank shall be conclusive and binding not with standing any difference between PURCHASER and SELLER or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the PURCHASER discharges this guarantee. PURCHASER 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 by SELLER of the aforementioned CONTRACT. PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against SELLER, and to exercise the same at any time in any manner, and either to enforce or to forebear any covenants contained or implied in the aforementioned CONTRACT between PURCHASER and SELLER or any other course of remedy or security available to PURCHASER. The BANK shall not be released of its obligations under these presents by any exercise by PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of PURCHASER or any other indulgence shown by PURCHASER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

The Bank also agrees that PURCHASER at its option shall be entitled to enforced this guarantee against the Bank, as a Principal debtor, in the first instance without proceeding against SELLER and notwithstanding any security or other guarantee that PURCHASER may have in relation to the SELLER's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to AND it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this Guarantee has been given.

The Bank Guarantee's payment of an amount is payable on demand and in any case within 24 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 24% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantees shall be subjected to the jurisdiction of Jaipur Courts.

Therefore, we here by a firm that we are guarantor and responsible to you on behalf of the Seller up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you upon your first written demand declaring the seller to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____day of _____2003

We have power to issue this guarantee in your favor under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated _____ accorded to him by the bank.

Dated _____ The _____day of _____200

WITNESS
(SIGNATURE)

(NAME)
STAMP
stamp
(OFFICIAL SEAL)

(SIGNATURE)
BANKER'S RUBBER STAMP

(NAME)
Designation with bank

As per Power of Attorney /
Resolution Board of Directors
Date :



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, BHIKAJI CAMA PLACE, R.K.PURAM, NEW DELHI-110066 (INDIA). The term PURCHASER includes successors, assigns of GAIL.
- 1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.

PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.

Quantities – Bills of quantities

Bills of quantities

Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.

- 1.15 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/ entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.16 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.17 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.19 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.



- 1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the 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.

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.