



गेल (इंडिया) लिमिटेड

GAIL (India) Ltd.

पोस्ट: गेल कॉम्प्लेक्स, विजयपुर
जिला गुना (म.प्र) 473 112
P.O. GAIL COMPLEX, VIJAIPUR
DISTT. GUNA (M.P) 473 112
दूरभाष/Phone: (07544) 274444
फैक्स/Fax: (07544) 273141

REQUEST FOR QUOTATION

TO,
GAIL WEBSITE VENDOR
India
Vendor Code - 101019938

RFQ No.: GAIL/VH/06/I050/3300012992/MECH
Dated : 08.09.2006

Kind Attn : Mr/Ms

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

Name of work : REPAIR OF RB211-24G GAS GENERATOR SL. NO. 1780-538

Bid Due Date & Time : 11.10.2006 at 14:00 Hrs
Opening of Bids on : 11.10.2006 at 15:00 Hrs (In case of Two Bid system
tender, unpriced bids shall be opened.)
Validity of Offer Upto : 10.02.2007
Date of Pre Bid Meeting : 21.09.2006 at 15:00 IST

Earnest Money:
SHALL BE AS PER SL.NO II OF SECTION - I OF TENDER DOCUMENT.

Instruction to Bidders :
ENCLSOED AS SECTION II

General Conditions of Contract :
ENCLSOED AS SECTION III

Special Conditions of Contract :
ENCLSOED AS SECTION IV

Enclosures :
SECTION I : INVITATION FOR BIDS (IFB)
SECTION II : INSTRUCTIONS TO BIDDER (ITB)

Regd. Office: 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110 066

RFQ No.: GAIL/VH/06/I050/3300012992/MECH
Dated : 08.09.2006

FORM & FORMAT
SECTION III :GENERAL CONDITIONS OF CONTRACT
SECTION IV : SPECIAL CONDITIONS OF CONTRACT
SECTION V : SCOPE OF WORKS
SECTION VI : SCHEDULE OF RATE

Bids complete in all respects should reach office of Incharge (C&P), GAIL (India) Ltd., at the above address on or before 14.00 hrs of the scheduled date. Bids received after the due date and time are liable to be rejected.

GAIL reserves the right to accept or reject any or all tenders received at its absolute discretion without assigning any reason whatsoever.

Thanking You,

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

(Authorised Signatory)

IMPORTANT INSTRUCTIONS

PLEASE NOTE THAT THIS RFQ IS ON "ZERO DEVIATION" BASIS. GAIL WILL ACCEPT OFFERS BASED ON TERMS AND CONDITIONS OF RFQ ONLY. DEVIATION TO TERMS AND CONDITIONS OF RFQ MAY LEAD TO REJECTION OF OFFER.

BIDDER MAY NOTE GAIL WILL DETERMINE THE SUBSTANTIAL RESPONSIVENESS OF EACH BID TO THE BIDDING DOCUMENTS. FOR PURPOSE OF THIS, A SUBSTANTIALLY RESPONSIVE BID IS ONE WHICH CONFORMS TO ALL TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS WITHOUT DEVIATIONS OR RESERVATIONS. GAIL'S DETERMINATION OF A BID'S RESPONSIVENESS IS BASED ON THE CONTENT OF THE BID ITSELF WITHOUT RECOURSE TO EXTRINSIC EVIDENCE.

A BID DETERMINED AS SUBSTANTIALLY NON-RESPONSIVE WILL BE REJECTED BY GAIL AND MAY NOT SUBSEQUENTLY BE MADE RESPONSIVE BY BIDDER BY CORRECTION OF THE NON-CONFORMITY THROUGH QUERIES/ CLARIFICATIONS OR ANY OTHER MEANS.

THEREFORE, PLEASE DO NOT TAKE ANY DEVIATION TO THE TERMS AND CONDITIONS OF RFQ AND SUBMIT ALL THE REQUISITE DOCUMENTS AS MENTIONED IN RFQ FAILING WHICH YOUR OFFER SHALL BE OUTRIGHT REJECTED.



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

SECTION - I

INVITATION

FOR

BIDS



SECTION I

INVITATION FOR BIDS

SUB: TENDER NO. GAIL/VH/06/1050/MECH FOR REPAIR OF ROLLS ROYCE, UK MAKE GAS GENERATOR MODEL RB211-24G, SL. NO. 1780-538 LYING AT GAIL, HAZIRA.

- | | | |
|------|--|--|
| I. | PERIOD OF CONTRACT/
COMPLETION SCHEDULE | : As detailed in Special Conditions of Contract (Section V) |
| II | EARNEST MONEY | : Rs. 11.25 Lacs For Indian Bidders
USD 24,500.00 For Foreign Bidders |
| III | SALE PERIOD | : 08.09.2006 TO 10.10.2006 |
| IV | BID DUE DATE & TIME | : 11.10.2006 at 14.00 hrs. |
| V | OPENING OF UNPRICED
BID | : 11.10.2006 At 15.00 hrs. |
| VI | VENUE FOR OPENING
OF UNPRICED BIDS | : GAIL (India) Limited
P.O. GAIL COMPLEX, VIJAIPUR,
DISTT. GUNA (MP) 473112
Ph: +91-7544-274444; Fax: +91-7544-273141 |
| VII | TENDER FEE (non-
refundable) | : Rs. 22,500.00 For Indian Bidders
USD 500.00 For Foreign Bidders |
| VIII | PRE BID MEETING
(AT GAIL, VIJAIPUR) | : 21.09.2006 at 15.00 HRS. |

Dear Sirs,

1.0 GAIL (INDIA) LTD., VIJAIPUR invites you to submit your bid for the captioned work in complete accordance with this IFB.

2.0 GENERAL

2.1 Bid Document can be purchased from the office of DGM (C&P), GAIL, Vijaipur on any working day between 1000 hours to 1700 hours against a written request and payment of requisite tender fee as specified above by crossed bank draft, in favour of 'GAIL (India) Limited', payable at STATE BANK OF INDIA, VIJAIPUR (BRANCH CODE 6635). No extension in the bid due date shall be considered on account of delay in receipt of bid document by mail.

In case the bidder wishes to download the Bidding Document from GAIL's web-site (www.gailonline.com), then the requisite amount of Tender Fee in the form of Demand Draft, in favour of GAIL (India) Limited, shall be payable by the bidder at the time of submission of the bid, along with an undertaking that the contents of the Bidding Document have not been altered or modified.

2.2 Accredited representatives of foreign bidders in India are also permitted to purchase the bid document on behalf of foreign bidder on payment of requisite document fee in Indian Rupees. The bid of foreign bidder shall be evaluated only if the bid is accompanied by the prescribed bid document fee in the form of demand draft in US Dollars after which the fee deposited by Indian representative shall be refunded. Bid submitted by bidders, who have not purchased the bid document either directly or through their authorized representative or downloaded from website & submitted without requisite tender fee, will be rejected.



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GAIL (India) Ltd.
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The Indian Government Departments/ Central Public Sector Undertaking are exempted from payment of tender fee. In the event a particular tender is cancelled, the tender fee will be refunded to the concerned Bidder.

- 2.3 Bid document is non-transferable. Bidder must buy the bid document in its own name and submit the bid directly. Bids received from bidders in whose name bid document has been purchased or issued shall only be considered. However, bidders who have downloaded the Bid Document from GAIL's website and submits the Bid along with the prescribed Tender Fee and Bid Security shall also be considered.
- 2.4 Bids complete in all respects should reach the office of DGM (C&P), GAIL (India) Limited, PO GAIL Complex, Vijaipur, Distt. Guna (M.P.) PIN-473 112 on or before the BID DUE DATE and TIME. Fax / Telegraphic / E-mail bids shall be rejected. Bids received beyond due date and time shall be rejected.
- 2.5 Bids must be accompanied with Bid Security as mentioned above in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee/ Letter of Credit. Bidders shall ensure that Bid Security having a validity of six months beyond the the bid due date, must accompany the bid in the format made available in the Bid Document. Bid not accompanied with Bid Security or Bid Security in requisite form shall be summarily rejected.
- 2.6 GAIL will not be responsible for cost incurred in preparation and delivery of bids. Foreign bidders are requested to submit their bids through their courier / Freight forwarding agent on free domicile shipment basis (where all charges , including Customs duty are to be borne by the bidder) on Free delivery to us.
- 2.7 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document. Bidder to note that the work cannot be sub-contracted.
- 2.8 GAIL reserves the right to allow price preference and/or purchase preference to domestic bidders/Central Public Sector Undertakings as admissible under the prevailing Government of India policy.
- 2.9 GAIL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 2.10 Copy of Bidding Document for reference is available at GAIL, Vijaipur and GAIL's Web Site (www.gailonline.com)

THIS IS NOT AN ORDER.

**Yours faithfully,
for GAIL (INDIA) LTD.**

S K Mishra
Sr. Manager (C&P)
Ph: 07544-274444; Extn: 1382 (Office)
Fax: 07544-273141
E-mail: skmishra@gail.co.in
Alt. E-mail: vijpcp@gail.co.in



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

DO NOT OPEN - THIS IS A QUOTATION

Tender No. : GAIL/VH/06/1050/MECH

Due date & Time : Upto 1400 hrs (IST) on 11.10.2006

To

**DY. GENERAL MANAGER (C & P)
GAIL (India) Ltd.
P.O. : GAIL COMPLEX, VIJAIPUR
DISTT. GUNA 473112
M.P., INDIA
Phone: 91 7544- 274444
Fax: 91 7544 273141 or 91 11-26185941/ 2436
Fax Extn. No. 1235#/15176#**

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING PRICED, UNPRICED OFFERS & BID BOND



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

PART – I (UNPRICED)

DO NOT OPEN - THIS IS A QUOTATION

Tender No. : GAIL/VH/06/1050/MECH

Due date & Time : Upto 1400 hrs (IST) on 11.10.2006

To

**DY. GENERAL MANAGER (C & P)
GAIL (India) Ltd.
P.O. : GAIL COMPLEX, VIJAIPUR
DISTT. GUNA 473112
M.P., INDIA
Phone: 91 7544- 274444
Fax: 91 7544 273141 or 91 11-26185941/ 2436
Fax Extn. No. 1235#/15176#**

TO BE PASTED ON THE INNER ENVELOPE CONTAINING UNPRICED OFFER



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

PART –II (PRICED)

DO NOT OPEN - THIS IS A QUOTATION

Tender No. : GAIL/VH/06/1050/MECH

Due date & Time : Upto 1400 hrs (IST) on 11.10.2006

To

**DY. GENERAL MANAGER (C & P)
GAIL (India) Ltd.
P.O. : GAIL COMPLEX, VIJAIPUR
DISTT. GUNA 473112
M.P., INDIA
Phone: 91 7544- 274444
Fax: 91 7544 273141 or 91 11-26185941/ 2436
Fax Extn. No. 1235#/15176#**

TO BE PASTED ON THE INNER ENVELOPE CONTAINING PRICED OFFER



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

PART –III (BID BOND)

DO NOT OPEN - THIS IS A QUOTATION

Tender No. : GAIL/VH/06/1050/MECH

Due date & Time : Upto 1400 hrs (IST) on 11.10.2006

To

**DY. GENERAL MANAGER (C & P)
GAIL (India) Ltd.
P.O. : GAIL COMPLEX, VIJAIPUR
DISTT. GUNA 473112
M.P., INDIA
Phone: 91 7544- 274444
Fax: 91 7544 273141 or 91 11-26185941/ 2436
Fax Extn. No. 1235#/15176#**

TO BE PASTED ON THE INNER ENVELOPE CONTAINING BID BOND



SECTION - II

INSTRUCTIONS

TO

BIDDERS



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Section-II Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 The Employer, i.e. GAIL (India) Limited, having its registered office at 16, Bhikaji Cama Place, R K Puram, New Delhi, hereinafter "the Employer", wishes to receive bids for the Work as described in Scope of Works and Technical Details, Special Conditions of Contract, hereinafter referred to as "the Works."
- 1.2 The successful bidder will be expected to complete the Works within the period stated in Special Conditions of Contract.
- 1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/ tenderer", "bid/ tendered", "bidding/ tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

2. Eligible Bidders

- 2.1 This invitation for bid is open to any bidder.
- 2.2 A bidder shall not be affiliated with a firm or entity
- (i) that has provided consulting services related to the Works to the Employer during the preparatory stages of the Works or of the Project of which the Works form a part, or
- (ii) that has been hired (or is proposed to be hired) by the Employer as Engineer/ Consultant for the contract.
- 2.3 The bidder shall not be under a declaration of ineligibility by Employer for corrupt or fraudulent practices as defined in ITB.
- 2.4 The bidder is not put on holiday by GAIL or black listed by any Government Department / Public Sector.

3. Bid Evaluation Criteria:

- 3.1 Bidder should be an Authorized Maintenance and Overhaul Center (AMC) of Rolls Royce, UK make Gas Generators (Model: RB211-24G).
- 3.2 Bidder should submit the copy of AMC certificate along with validity letter from M/s Rolls Royce, UK as documentary evidence to substantiate above evaluation criteria along with bid."

4. Bids from Joint Venture / Consortium: NOT APPLICABLE IN THIS CASE.

5. One Bid per Bidder

- 5.1 A firm shall submit only one bid in the same bidding process. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

6. Cost of Bidding

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

7. Site Visit

- 7.1 The bidder is advised to visit and examine the Gas Generator and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for said Works. The costs of visiting the Site shall be at the bidder's own expense.
- 7.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.



- 7.3 The Bidder may conduct a Site visit any working day prior to submission of bid to assess the conditions of Gas Generators.

B. Bidding Documents

8. Content of Bidding Document

- 8.1 The Bidding Documents/Tender Documents are those stated below and should be read in conjunction with any addenda issued in accordance with ITB Clause 10.

- Section I. Invitation for Bids (IFB)
Section II. Instructions to Bidders (ITB) & FORMATS
Section III. General Conditions of Contract
Section IV. Scope of Works & Technical Details
Section V. Special Conditions of Contract
Section VI. Schedule of Rates.

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

9. Clarification of Bidding Documents

- 9.1 A prospective bidder requiring any clarification(s) of the Bidding Documents may notify GAIL in writing or by fax or e-mail at GAIL's mailing address indicated in the Invitation for Bids not later than 15 days prior to the deadline. GAIL may, if deem appropriate, respond in writing to the request for clarification. Written copies of GAIL's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Employer, fifteen days prior to the bid due date, the same is liable to be considered as no clarification/information required.

10. Amendment of Bidding Documents

- 10.1 At any time prior to the bid due date, GAIL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.
- 10.2 The amendment will be notified in writing or by fax or e-mail to all prospective bidders, at the address, fax numbers, e-mail id provided by the bidder, who have received the Bidding Documents and will be binding on them.
- 10.3 In order to afford prospective bidders, reasonable time in which to take the amendment into account in preparing their bids, GAIL may, at its discretion, extend the bid due date.

C. Preparation of Bids

11. Language of Bid

- 11.1 The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and GAIL shall be written in English language. Any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation duly authenticated by the chamber of commerce of Bidders country, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern. Metric measurement system shall be applied.



12. Documents Comprising the Bid

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

12.2 Envelope -1: Super scribing Techno-Commercial Un-priced Bid (PART-I) pasted with corresponding "Cut Out Slip"

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

- i) Bidder's general details/information as per format F-1
- ii) A Bid Form as per format F-2
- iii) Copies of documents as required in F-3
- iv) A confirmation that prices in requisite formats, strictly complying with the requirement, with prices blanked out (similar to the Priced Bid kept in Envelope no. II).
- v) Copy of Bid security in accordance with Clause II of IFB & Clause 16 of ITB to be furnished either in the form of Cashier's / Banker's cheque / Bank Draft in favour of "GAIL (India) Limited" payable at State Bank of India (Branch Code : 6635)/ Bank Guarantee as per format F-4 / Letter of Credit as per format F-4A.
- vi) Letter of authority in favour of any one or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5
- vii) Confirmation of no deviation as per Format F-6
- viii) Certificate as per Format F-7
- ix) Specific Experience, annual turnover and other details as called for in qualifying requirements. Copy of work order and completion certificates should be enclosed with the details provided in Format F-8
- x) Current commitments strictly as per form F-9 - NOT APPLICABLE
- xi) Any other information/details required as per bid document.
- xii) Tender fees of requisite value along with under taking that content of the tender document have not been altered or modified, in case tender document is down loaded from website. In case same is not submitted, bid shall not be considered for further evaluation.
- xiii) Details of Agent/ Consultant/ Representative/ Associates as per F-12.
- xiv) Format for terms and conditions as per F-13
- xv) Power of Attorney/Authority letter from competent official in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.

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

12.3 Envelope II : Super scribing "Price Bid- Not to Open" – PART-II, pasted with corresponding "Cut Out Slip"

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

Further, bidder may also furnish the soft copy of filled price schedule (in Microsoft Excel Format) in CD/ Floppy along with Price-Bid "Part II"

12.4 Envelope III ; Super scribing " Bid Security"- PART-III, pasted with corresponding "Cut Out Clip"

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

13. Bid Prices

13.1 Unless stated otherwise in the Bidding Documents, the Contract shall be based on the unit rates and prices submitted by the Bidder and accepted by the EMPLOYER.

13.2 Prices must be filled in format for 'Schedule of Rates' enclosed as part of Bidding Document only. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the bid is liable to be rejected.

13.3 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document.



- 13.4 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account for the items quoted by bidder.
- 13.5 The Bidder shall quote the prices both in figures as well as in words. There should not be any discrepancies between the price indicated in figures and the price indicated in words.
- 13.6 Alternative bids shall not be considered.
- 13.7 **Bidder shall quote prices for standard charges for Repair in Schedule of Rate (SOR) as per the GAIL'S terms & conditions enclosed with this tender document. No escalation in quoted prices shall be allowed at a later date. However, the final price of repair shall be worked out after receipt of Gas Generator at Bidder's works and finalization of scope of work jointly by GAIL and Bidder. Items which are not covered under Schedule of rates shall be treated as optional/ extra items / jobs for which bidders would be required to indicate discount applicable on the latest price list of OEM i.e M/s Rolls Royce at the time of submission of offer. GAIL will make payment on final price of repair including optional/extra items / jobs, if any.**

14. Bid Currencies

- 14.1 Indian Bidders may submit bid in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders.
- 14.2 Currency once quoted will not be allowed to be changed. EMPLOYER shall not be compensating for any exchange rate fluctuation.
- 14.3 Foreign Bidders may submit bid in the home currency of bidder's country or in US Dollars or EURO or GBP.
- 14.4 A bidder expecting to incur a portion of his expenditure in the performance of contract in more than one currency and wishing to be paid accordingly shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.

15. Bid Validity

- 15.1 Bids shall be kept valid for 4 months from the final bid due date. A bid valid for a shorter period may be rejected by GAIL as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax / e-mail. A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with Clause 16 in all respects.

16. Bid Security

- 16.1 Pursuant to Clause-12, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids (IFB).
- 16.2 The bid security is required to protect GAIL against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Clause-16.7
- 16.3 The bid security in US Dollars for bidders quoting in foreign currency or in Indian Rupees for bidders quoting in Indian Rupees shall be in the form of a Bank Draft/ Banker's Cheque/ Bank Guarantee or Letter of Credit. GAIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security. In case Bid Security is in the form of a Bank Guarantee or irrevocable Letter of Credit, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International bank or Indian scheduled bank in case of foreign bidder. However, in case of Bank Guarantee from banks other than the Nationalised Indian banks, the bank must be commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. Bid Security shall be valid for 2 months beyond bid due date.
- 16.4 Any bid not secured in accordance with Clause-16.1 and 16.3 may be rejected by GAIL as non-responsive.
- 16.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible, but not later than 30 days after the expiration of the period of bid validity prescribed by GAIL, pursuant to ITB Clause-15.
- 16.6 The successful bidder's bid security will be discharged upon the bidder's accepting the award & signing the Agreement, pursuant to Clause-39 and furnishing the Contract Performance Security pursuant to Clause-40.
- 16.7 The bid security may be forfeited:



- a) If a bidder withdraws his bid during the period of bid validity.
b) in the case of a successful bidder, if the bidder fails:
i) to accept the Notification of Award/Fax of Intent (FOI) or
ii) to furnish Contract Performance Security in accordance with Clause-40.
iii) to accept arithmetical corrections.
- 16.8 Bid Security should be in favour of GAIL (India) Limited and addressed to GAIL. In case Bid Security is in the form of Bank Guarantee or Letter of Credit, the same must indicate the Bid Document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee) or F-4A (Letter of Credit).
- 16.9 For Indian Bidders : Central Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the quoted items upto the monetary limit they intend to quote and subject to their enclosing with their bid a copy of the latest and current Registration Certificate.
17. **Pre-Tendering Conference** A Pre-Tendering Conference is scheduled on date mentioned in Section I of tender document for discussion on specification/ scope of work, terms and conditions of tender document.
18. **Format and Signing of Bid**
- 18.1 The original and copy of the bid shall be typed or written in indelible ink (in the case of copy, 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 entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 18.2 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

20 Zero Deviation/ Rejection Criteria

20.1 DEVIATION TO TERMS AND CONDITIONS OF TENDER DOCUMENT MAY LEAD TO REJECTION OF OFFER.

PLEASE NOTE THIS TENDER IS ON “ZERO DEVIATION” BASIS. GAIL WILL ACCEPT OFFERS BASED ON TERMS AND CONDITIONS OF TENDER DOCUMENT ONLY.

BIDDER MAY NOTE GAIL WILL DETERMINE THE SUBSTANTIAL RESPONSIVENESS OF EACH BID TO THE BIDDING DOCUMENTS. FOR PURPOSE OF THIS, A SUBSTANTIALLY RESPONSIVE BID IS ONE WHICH CONFORMS TO ALL TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS WITHOUT DEVIATIONS OR RESERVATIONS. GAIL’S DETERMINATION OF A BID’S RESPONSIVENESS IS BASED ON THE CONTENT OF THE BID ITSELF WITHOUT RECOURSE TO EXTRINSIC EVIDENCE.

A BID DETERMINED AS SUBSTANTIALLY NON-RESPONSIVE WILL BE REJECTED BY GAIL AND MAY NOT SUBSEQUENTLY BE MADE RESPONSIVE BY BIDDER BY CORRECTION OF THE NON-CONFORMITY THROUGH QUERIES/ CLARIFICATIONS OR ANY OTHER MEANS.

FOR SEEKING CLARIFICATION, TECHNICAL AND COMMERCIAL QUERIES (TQ/CQ) MAY BE ISSUED ONCE ONLY TO BIDDERS WHOSE BID ARE PRIME-FACIE RESPONSIVE. SUCH CLARIFICATIONS AND THE RESPONSE SHALL BE IN WRITING AND NO CHANGE IN THE PRICE OR SUBSTANCE OF BID SHALL BE PERMITTED. THE SUBSTANCE OF THE BID INCLUDES BUT NOT LIMITED TO PRICE, DELIVERY/COMPLETION, SCOPE, SPECIFICATION ETC. THUS THE BIDDER IS NOT



PERMITTED TO SUBMIT NEW DOCUMENTS, NEW INFORMATION, WITHDRAWAL OF DEVIATION ETC. WHICH MODIFIES THE ORIGINAL SUBMISSION.

20.2 REJECTION CRITERIA:

DEVIATION TO THE FOLLOWING CLAUSES OF RFQ SHALL LEAD TO REJECTION OF BID:

- (I) **FIRM PRICE**
- (II) **EMD/ BID BOND**
- (III) **SCOPE OF WORK/ SPECIFICATIONS**
- (IV) **PRICE SCHEDULE/ PRICE BASIS**
- (V) **DELIVERY/ COMPLETION SCHEDULE**
- (VI) **PERIOD OF VALIDITY OF BID.**
- (VII) **PRICE REDUCTION SCHEDULE**
- (VIII) **PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT**
- (IX) **REFUNDMENT BOND**
- (X) **WARRANTY/ GUARANTEE**
- (XI) **ARBITRATION/ JURISDICTION OF COURT**
- (XII) **FORCE MAJEURE**
- (XIII) **DOCUMENTARY EVIDENCE TO SUBSTANTIATE BIDDER'S ELIGIBILITY CRITERIA**

BIDDER IS REQUESTED TO FILL FORMAT F-13 AND SUBMIT ALONG WITH OFFER.

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

20. E-Payment

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

21. Agent/ Consultant/ Representative/ Retainer/ Associate

21.1 GAIL would prefer to deal directly with the manufacturers/ principals abroad but in case they decide to have their Agent/Consultant/ Representative/Retainer/Associate in India and pay commission for their services against a particular tender it should be bare minimum and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/ Consultant/ Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/Consultant/ Representative/ Retainer/ Associate in India.

21.2 In the event bidder is having an Agent/ Consultant/ Representative/ Retainer/ Associate/ servicing facilities in India (who is not an employee of the bidder) the bidders should indicate in their offer the name of such an Agent/ Consultant/ Representative /Retainer /Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/ Representative/ Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be



provided by such an Agent/Consultant/ Representative/Retainer/Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to GAIL. Such remuneration/commission will be paid by GAIL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration/commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of GAIL. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder:

- (i) The precise relationship between the foreign manufacturer/principal and their Agent/Consultant/ Representative/Retainer/Associate in India.
- (ii) Any payment which the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee.
- (iii) All services to be rendered by the Agent/ Consultant/ Representative / Retainer/Associate .

Note :Tenders which do not comply with the above stipulations are liable to be ignored.

- 21.3 Overseas bidder should sent their bids directly and bids sent through Agent/ Consultant /Representative / Retainer /Associate shall be rejected. Agent/ Consultant/ Representative/ Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to purchase bidding documents and attend bid opening provided such as Agent/ Consultant/ Representative/Retainer/Associate has a power of attorney/letter of authority setting out very clearly his role, which will be limited to such areas of activity as purchase of bidding documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to GAIL in advance for scrutiny and acceptance or otherwise.
- 21.4 The quoted percentage of IAC should be inclusive of service tax, if any. GAIL shall deduct the TDS, if any from the payment a certificate in this regard shall be provided.
- 21.5 Payment towards IAC shall be released after receipt and acceptance of repaired Gas Generators at site on submission of pre-receipted invoice towards IAC. Invoice towards IAC must indicate Service Tax Registration no. for reimbursement of service tax, if applicable.

D. Submission of Bids

22. Sealing and Marking of Bids

- 22.1 Bid shall be submitted in the following manner in separately sealed envelopes duly superscribed as below:
Part I - Techno-commercial/ unpriced Bid
Part II - Priced Bid
Part III – Original Bid Security
- 22.2 Part 'I' shall contain original and copy of UNPRICED BID complete with all technical and commercial details other than price (with prices blanked out and copies of bid security). All the unpriced bids shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelopes duly pasted with the corresponding cut-out slip enclosed. In the event of any discrepancy between them, the original shall govern. The envelope shall also indicate the name of the bidder.
- 22.3 Part 'II' PRICED BID shall be submitted in original and with duly filled in Schedule of Rates sealed in a separate envelope duly pasted with the corresponding cut-out slip enclosed. **Further, bidder may also furnish the soft copy of filled price schedule in CD/ Floppy (in Microsoft Excel format) along with Price-Bid "Part II"**
Part –III – BID SECURITY in original shall be submitted sealed in a separate envelope duly pasted with the corresponding cut-out slip enclosed.
- 22.4 The three envelopes containing PART 'I', PART 'II' and PART 'III' should be enclosed in a larger envelope duly sealed and marked pasted with corresponding CUT OUT SLIP enclosed and also bear the name and address of the Bidder.
- 22.5 If the outer envelope is not sealed and pasted with the corresponding cut-out slip, GAIL will assume no responsibility for the Bid's misplacement or premature opening.
- 22.6 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected.



23. Deadline for Submission of Bids

- 23.1 Bids must be received by GAIL at the address specified in the Invitation for Bids (IFB) not later than the date and time stipulated in the IFB.
- 23.2 GAIL may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid documents, extend the deadline for submission of bids, in which case all rights and obligations of GAIL and the bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended.
- 23.3 In case of any problem in delivering/ dropping the tenders in tender box (placed at reception of Administrative Building, GAIL Vijaipur), place contact following officers:
(i) Shri Subhadip Das, Sr. Officer (C&P): Tel 07544 274444 Extn. 2504
(ii) Shri I C Sharma, Sr. Officer (C&P): Tel 07544 274444 Extn. 2506

24. Late Bids

- 24.1 Any bid received by GAIL after the deadline for submission of bids prescribed on main body of IFB will be rejected.

25. Modification and Withdrawal of Bids

- 25.1 The bidder may modify or withdraw his bid after the bid submission but before the due date for submission, provided that written notice of the modification/withdrawal is received by GAIL prior to the deadline for submission of bids.
- 25.2 The modification shall also be prepared, sealed, marked and despatched in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.
- 25.3 No bid shall be modified after the deadline for submission of bids.
- 25.4 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to Sub-Clause 16.7.

E. Bid Opening and Evaluation

26. Bid Opening

- 26.1 Unpriced Bid Opening :
GAIL will open bids, including withdrawals and modifications made pursuant to Clause 25, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the IFB. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance.
- 26.2 Priced Bid Opening:
GAIL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the opening. The bidders' representatives, who are present shall sign a register evidencing their attendance.

27. Process to be Confidential

- 27.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons officially concerned with such process. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

28. Contacting the Employer

- 28.1 From the time of bid opening to the time of Contract award, if any bidder wishes to contact the Employer on any matter related to the bid, it should do so in writing.
- 28.2 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.



29 Examination of bids and Determination of Responsiveness

- 29.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid
- meets the Bid Evaluation Criteria;
 - has been properly signed;
 - is accompanied by the required securities;
 - is substantially responsive to the requirements of the bidding documents; and
 - provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 29.2.
- 29.2 A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding documents without material deviations or reservations. A material deviation or reservation is one
- that affects in any substantial way the scope, quality, or performance of the Works;
 - that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
 - whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 29.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

30. Correction of Errors

- 30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows :
- where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and
 - where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31. Conversion to Single Currency for Comparison of Bids

- 31.1 To facilitate evaluation and comparison, GAIL will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees at the Bill Collection selling rates of Foreign Exchange as declared by State Bank of India a day prior to priced bid opening.
- 31.2 Evaluation and comparison of prices of previously determined substantially responsive bids shall take into account stipulations given in Article 32.

32. Evaluation and Comparison of Bids

- 32.1 The Quoted prices of all the bidders shall be evaluated to arrive at the lowest offer as given below.
- WHERE DOMESTIC & FOREIGN OFFERS EXIST :
The comparison between offers from foreign and domestic bidders shall be done on the basis of total evaluated prices works out as under:
(A) Domestic Bidders :
The evaluated price of domestic bidders shall include the total quoted prices for repair by bidders including packing, forwarding, taxes and duties (except service tax, if any) including customs duties, if any, on components and raw materials but excluding to & fro Inland Transportation to GAIL's site.
B) Foreign Bidders :
The evaluated price of foreign bidders shall include the following:
 - Total quoted prices for repair



- ii) To & Fro Air freight charges from airport of exist to Mumbai Airprot
- iv) Marine insurance @1% of FOB price
- v) Landing charges @1% on CIF value
- vi) Prevailing rate of Customs duty on (CIF value + Landing charges)

ii) WHERE ONLY FOREIGN OFFERS EXIST :

Total quoted prices for repair shall be considered for evaluation of offers.

iii) WHERE ONLY DOMESTIC OFFER EXIST :

Total quoted prices for repair by bidders including to/fro freight, taxes and duties (as per tender document) shall be considered for evaluation of offers.

33. Preference for Domestic Bidders: Shall be allowed as per Government Guideline in Vogue.

34. Purchase Preference

34.1 Purchase Preference to Central Government Public Sector Undertakings shall be allowed as per government guidelines in vogue.

35. Compensation for extended stay: NOT APPLICABLE

F. Award of Contract

36. Award

36.1 Subject to Clause 29, GAIL will award the contract to the successful bidder whose bid has been determined to be substantially responsive, and to be qualified to satisfactorily perform the contract.

37. Employer's Right to Accept Any Bid and to Reject Any or All Bids

37.1 GAIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for GAIL'S ACTION.

38. Notification of Award

38. Prior to the expiration period of bid validity GAIL will notify the successful bidder in writing by fax, cable or telex to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.

38.1 The notification of award will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per Clause 39 of ITB.

Upon the successful bidder's furnishing of contract performance security, pursuant to Clause 40 of ITB, GAIL will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to Clause 16 of ITB.

39 Acceptance of Contract

39.1 GAIL will award the Contract to the successful bidder, who, within 15 days of receipt of the same, shall sign and return the acceptance copy to GAIL.

40. Contract Cum Equipment Performance Bank Guarantee / Security Deposit

40.1 Within 15 days of the receipt of the notification of award / Fax of Intent from GAIL, the successful bidder shall furnish the contract cum equipment performance bank guarantee / security deposit in accordance with Article 2 of General Conditions of The Contract in the form provided in the bidding documents. The Contract cum Equipment Performance Bank Guarantee/ Security Deposit shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

40.2 The contract cum equipment performance Bank Guarantee/ security deposit shall be for an amount equal to 10% of the value of the contract towards faithful performance of the contractual obligations and performance of



equipment. This Bank Guarantee/DD/Letter of Credit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as stated in Article-2 of General Conditions of The Contract.

40.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event GAIL may award the order to the next lowest evaluated bidder or call for new bids.

41. Corrupt or Fraudulent Practices

41.1 GAIL requires that bidders/bidders observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the Employer:

- a) defines, for the purposes of this provision, the terms set forth below as follows :
 - i) "corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;
- b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) will declare a firm ineligible and put on holiday, either indefinitely or for a stated period of time if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.



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

FORMS AND FORMATS



F-1
BIDDER'S GENERAL INFORMATION

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

1-1 Bidder Name:

1-2 Registered Address:

1-3 Operation Address
if different from above:

1-4 Name of Contact Person:

1.5 Telephone Number

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

1.6 E-mail address & Web Site

1.7 Telefax Number

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

1.8 ISO Certification, if any

{If yes, please furnish details}

Place:

Date:

Signature of Authorised Signatory

Name:

Designation:

Seal:

Tender No.

Offer No. & Date:



**F-2
BID FORM**

To

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

Dear Sir,

After examining/reviewing the Bidding Documents for REPAIR OF ROLLS ROYCE, UK MAKE GAS GENERATOR MODEL RB211-24G, SL. NO. 1780-538 LYING AT GAIL, HAZIRA of General and Special Conditions of Contract and schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the Job ofand in conformity with, the said Bid Documents, including Addenda Nos. _____.

We confirm that this bid is valid for a period of four (4) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

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

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

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

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

Place:

Date:

Signature of Authorised Signatory

Name:

Designation:

Seal:

Tender No.

Offer No. & Date:



F-3
LIST OF ENCLOSURES

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

Dear Sir,

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

1. Copy of AMC certificate along with validity letter from M/s Rolls Royce, UK
2. Bar Chart for Repair activities.

Place:

Date:

Signature of Authorised Signatory

Name:

Designation:

Seal:

Tender No.

Offer No. & Date:



F-4

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To

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

Dear Sir(s),

TENDER NO. _____ FOR _____

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

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

THE CONDITIONS OF THIS OBLIGATION ARE :

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

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

The Guarantee will remain in force upto 6 months from bid due date and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the BANK)

(Signature of the Witness)

Name & Address of Witness :

Date :



INSTRUCTIONS FOR FURNISHING BID-GUARANTEE
BANK GUARANTEE

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. Bid Bond should be valid for 6 months beyond bid due date.
3. The bank guarantee by bidders will be given from bank as specified in ITB
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB.
5. Bidders must indicate the full postal address of the bank along with the bank's E-mail/ Fax/. From where the earnest money bond has been issued.
6. If a bank guarantee is issued by a commercial bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore) or equivalent along with a documentary evidence.



F-4A
FORMAT FOR LETTER OF CREDIT FOR BID SECURITY

To,

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

Irrevocable and confirmed Letter of Credit No.....

Amount : Rs./US\$

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

Dear Sir,

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

- (i) The bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
- (ii) The Bidder varies or modifies its Bid in a manner not acceptable to GAIL (India) Ltd. during the period of bid validity or any extension thereof duly agreed by the Bidder.
- (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the supply order/contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.

2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No.....for(item)

3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.

4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.

5. Please obtain reimbursement as under :
.....

6. All foreign as well as Indian bank charges will be on the account of M/s (Applicant)

FOR.....

Authorised Signature
(Original Bank)

Counter Signature



F-5
LETTER OF AUTHORITY

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

No.

Date:

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

SUB: Tender no. GAIL/VH/06/1050/MECH for REPAIR OF ROLLS ROYCE, UK MAKE GAS GENERATOR MODEL RB211-24G, SL. NO. 1780-538 LYING AT GAIL, HAZIRA

Dear Sir,

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

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

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

Yours faithfully,

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:

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

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



F-6
NO DEVIATION CONFIRMATION

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

Dear Sir,

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

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:

Tender No.



**F-7
CERTIFICATE**

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

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents award is given to us forthe following certificate shall be automatically enforceable:

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

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:



F-8
DETAILS OF SIMILAR WORK DONE DURING PAST THREE YEARS

Description of the work	Location of the work	Full Postal Address and phone nos of Client & Name of Officer-in-Charge	Value of Contract	Date of Commencement of Work	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in project completion, if any

Note: Copies of Letter of awards and completion certificate for the above works to be enclosed.
The Work completed earlier than three years need not be indicated here
The list of work, not of similar nature need not be indicated here

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:



F-9 (NOT APPLICABLE)

PRESENT COMMITMENTS OF THE BIDDER

Full Postal Address and phone nos of Client & Name of Officer-in-Charge	Description of the Work	Date of Commencement of Work	Scheduled Comp. Period	%Age Comp. as on Date	Expected Date of Completion	Remarks
NOT APPLICABLE						

Note: This list must be a full list of all type of works in hand.

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:



F-10
PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

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

Dear Sirs,

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

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

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s _____ in performing any of the terms and conditions of the tender or in payment of any money payable to GAIL (INDIA) LTD. we shall on demand pay without any recourse to the bidder to you in such manner as you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s _____ and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s _____ on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Delhi Courts.
7. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully,

Bank
By its Constituted Attorney
Signature of a person duly
authorised to sign on behalf of the Bank.



INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE SECURITY

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



F-11

PROFORMA FOR REFUNDMENT BOND

To

GAIL (India) Ltd.,
P.O.GAIL Complex
Vijaipur, Dist.Guna
M.P. (India)
Pin : 473 112

Dear Sir,

Sub: GUARANTEE FOR RETURN OF Gas Generator

Whereas, GAIL (India) Ltd., Vijaipur (hereinafter called the 'Employer' which expression shall mean and include its successors and assignees) and M/s..... (Hereinafter called the 'Supplier/Bidder' which expression shall mean and include its successors and assignees) have entered into a contract on the day of 200_ (hereinafter called 'The Contract') for repair of Rolls Royce Gas Generator (Model: RB211-24G) as detailed in specification documents.

And whereas, one of the terms of the contract is that the bidder shall furnish a guarantee for repair and return of Rolls Royce Gas Generator (Model: RB211-24G,) to employer after repairing .

Now, therefore, in consideration of the promises aforesaid and at the request of the bidder, we a bank organized under the laws of and having its registered office at (hereinafter called 'The Bank') do hereby irrevocably and unconditionally guarantee to you that in the event that the bidder fails to return the to repaired Gas Generators (Model: RB211-24G), we will refund to you in US\$ or such convertible currency as acceptable to you immediately on demand without demur or protest and irrespective on receipt of a notice from your bankers invoking the guarantee duly advised by GAIL. All such sums together with interest thereon at the rate of 12% (TWELVE) per annum accrued from the date of receipt of such Gas Generators by the bidder from you till the date such amount is actually received by you from us.

For the purpose of this guarantee the employer notice to us of failure of the bidder to return the repaired Gas Generator as above shall be final and binding as to the factum of the contactor's failure as above.

This guarantee shall in no event exceed the sum of Which is the value considered for Gas Generators and shall remain in full force and effect till the issue of certificate of receipt issued by Employer or until the refund hereunder shall have been affected whichever is the earlier.

We further confirm that the guarantee has been issued with the approval of appropriate exchange control authorities in if required, and that the issue of this guarantee is in order and in accordance with the laws and regulations in force.

This guarantee shall be available for the benefit of your lawful successors, and assignees and shall be binding on us and our lawful successors, administrator, executor and permitted assignees and shall not be affected by change in the constitution of the bidder or of the company, or in our constitution.

We also agree that the guarantee shall be governed and construed in accordance with Indian Law.

Yours faithfully,

(NAME OF BANK AND SEAL)



INSTRUCTIONS FOR FURNISHING REFUNDMENT BOND

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



F-12
DETAILS OF INDIAN AGENT /CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATES

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

- 1.0 Name of Indian agent/ Consultant/
Representative/ Retainer/ Associates
- 2.0 Address
- 3.0 Nature of Services to be rendered
- 4.0 Name of Contract Person:
- 5.0 Telephone Number _____
(Country Code) (Area Code) (Telephone Number)
- 6.0 E-mail address & Web Site _____
- 7.0 Telefax Number _____
(Country Code) (Area Code) (Telephone Number)
- 8.0 PAN NO.
- 9.0 AGENCY COMMISSION INCLUDED _____% (IN FIGURS)
IN QUOTED PRICES AS % OF QUOTED
FOB PRICES (PAYABLE IN EQUIVALENT _____% (IN WORDS)
INDIAN RUPEES UPON RECEIPT OF
REPAIRED GAS GENERATOR
- 10.0 RELATIONSHIP
(WHETHER AGENT /CONSULTANT/
REPRESENTATIVE/ RETAINER/ ASSOCIATES)
- 11.0 ACCOUNT NO. IN SBI/ICICI/HDFC BANK FOR : ACCOUNT NO.
FOR PAYMENT OF IAC, IF ANY BRANCH CODE.....

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

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:

Tender No.

Offer No. & Date:



F-13
FORMAT FOR DOCUMENTATION AND TERMS AND CONDITIONS

SL. NO.	DESCRIPTION	DETAILS/ CONFIRMATION
1.	FOLLOWING DOCUMENTS ARE SUBMITTED TO SUBSTANTIATE BEC MENTIONED AT CLAUSE NO. 3.0 OF SECTION II “INSTRUCTION TO BIDDERS” OF TENDER DOCUMENT: (i)..... (ii)..... (iii).....	
2.	CONFIRMATION TO TERMS AND CONDITIONS (I) FIRM PRICE (II) SCOPE OF WORKS/ SPECIFICATIONS (III) PRICE SCHEDULE/ PRICE BASIS (IV) DELIVERY/ COMPLETION PERIOD (V) PERIOD OF VALIDITY OF BID (VI) PRICE REDUCTION SCHEDULE (VII) PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT (VIII) REFUNDMENT BOND (IX) WARRANTY/ GUARANTEE (X) ARBITRATION/ JURISDICTION OF COURT (XI) FORCE MAJEURE (XII) EMD/BID BOND	} CONFIRMED AS PER RFQ
3.	BANKER NAME AND DETAIL ADDRESS ALONG WITH SWIFT CODE, ACCOUNT NO. ETC. (INTERNATIONAL BANK OF REPUTE)	
4.	CONSIGNEE ADDRESS WITH PHONE, FAX NO. FOR DISPATCH OF GAS GENERATOR TO BIDDER'S COUNTRY/ WORKS	
5	CURRENCY OF BID	



6.	A. AIRPORT OF ENTRY IN BIDDER'S COUNTRY FOR GAS GENERATOR a. AIRPORT OF EXIT IN BIDDER'S COUNTRY FOR GAS GENERATOR (FOR FOREIGN BIDDER ONLY)	
7.	RATE OF APPLICABLE SALES TAX: (FOR DOMESTIC BIDDER ONLY)	
8.	MODE OF PAYMENT A. IN CASE PAYMENT IN REQUIRED THROUGH LC, NATURE OF LC B. IN CASE OF DIRECT PAYMENT, ADVISE ACCOUNT NO. IN ANY BRANCH OF SBI/HDFC/ICICI BANK	THROUGH IRREVOCABLE LETTER OF CREDIT/ <i>DIRECT PAYMENT THROUGH E-BANKING (ONLY FOR DOMESTIC BIDDERS)</i> CONFIRMED/ UN-CONFIRMED BANK: _____ A/C NO. _____ BRANCH CODE _____
9.	DETAILS OF PERMANENT ESTABLISHMENT IN INDIA FOR PAYMENT OF SERVICE TAX, IF APPLICABLE (FOR FOREIGN BIDDER ONLY)	
10.	DETAILS OF EMD/ BID BOND	

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

PLACE:
DATE:

SIGNATURE OF AUTHORISED SIGNATORY
NAME:
DESIGNATION:
SEAL:



SECTION-III

GENERAL

CONDITIONS

OF CONTRACT



SECTION-III

GENERAL CONDITIONS OF CONTRACT

1. EXPORT FROM INDIA ON RE-IMPORTATION BASIS FOR REPAIRING

- 1.1 The work involved during repair of Rolls Royce Gas Generator (Model:RB211-24G) shall be as per scope of works and Special Condition of Contract of tender document.
- 1.2 For Foreign Bidder: The necessary formalities shall be completed by GAIL for export of Gas Generator from India for repair on re-importation basis. The Gas Generator shall be exported on CIF airport of entry basis in bidder's country. The Gas Generator shall be collected from airport of entry in the bidder's country by the bidder for repairing at their own expenses. Immediately after receipt of Gas Generator vendor shall acknowledge same, by way of fax/letter confirming receipt of Gas Generator, as per invoice and packing list attached with the shipping documents. The bidder's responsibility shall be till the Gas Generator is put on board (FOB/ FCA airport of export) after repair for export back to India.
- 1.3 For Domestic Bidders, the Gas Generator will be dispatched to their works by GAIL. Immediately after receipt of Gas Generator bidder shall acknowledge same, by way of fax/letter confirming receipt of Gas Generator, as per invoice and packing list attached with the despatch documents
- 1.4 Gas Generator shall be exported only after receipt of Refundment Bond.

2. CONTRACT CUM EQUIPMENT PERFORMANCE BANK GUARANTEE (PBG)

- 2.1 The bidder shall submit PBG for all the gas generators within 15 days from the receipt of detailed work order which shall be for an amount of 10% of repair value of gas generators. The bid bond submitted towards EMD/ BID SECURITY would be released on receipt of PBG from successful bidder. The PBG should be valid up to 3 months beyond the expiry of guarantee/ warranty period of gas generators
- Bank Guarantee issued by any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder, may be accepted. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs.100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.
- GAIL shall not be liable to pay any bank charges, commissions or interest on the amount of Security Deposit/Performance bond

3. Contract Obligations

- 3.1 If after award of the contract, the BIDDER does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the EMPLOYER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.
- 3.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the BIDDER's bid and all previous correspondence.

4 Modification In Contract

- 4.1 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 EMPLOYER 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.
- 4.2 EMPLOYER shall not be bound by any printed conditions or provisions in the Bidder'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.

5 Use of Contract Documents & Information

- 5.1 The BIDDER shall not, without the EMPLOYER'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 EMPLOYER in connection therewith, to any person other than a person employed by the BIDDER 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.

- 5.2 The BIDDER shall not, without the EMPLOYER's prior written consent, make use of any document or information enumerated in CONTRACT except for purpose of performing the CONTRACT.

6 INSURANCE

- 6.1 The bidder shall arrange for necessary insurance coverage for his men, material, machinery and equipment to be engaged/ to be deployed during repair of Gas Generator. GAIL shall not be liable to pay any claim due to accident/loss during execution of work. The bidder shall also arrange necessary Insurance coverage against all risks for GAS Generator sent for repair for the period till the GAS Generator will be at bidder's works for repair.

However, to and fro Transit insurance of gas generators from GAIL's site to bidder's work shall be arranged by GAIL. In case, any damage/misplacement etc. occurs during to and fro transit, BIDDER shall provide all the necessary documents required by the Insurance company to facilitate the insurance claim, if any.

7 PACKING INSTRUCTION

- 7.1 The Gas Generator shall be packed for Air/ Road worthy transportation. The most appropriate packing suitable for air/ road transport, shall be arranged with proper invoice & other documents as per normal commercial practice.

8 MARKING INSTRUCTION

- 8.1 Consignment shall be packed for air/sea worthy transportation and also following markings to appear on three sides of each package with proper paint/indelible waterproof ink.

From : (Name & Address of Beneficiary/ Supplier).....
For : GAIL (India) Ltd.
Port/Airport of destination:
LOA. No. :
Item Description :
Net weight : Gross weight :
Case No. :
(No. of total cases) : Dimension :

9 MODE OF SHIPMENT

9.1 For Foreign Bidder:

Mode of Transport shall be through Air only. The consignment shall be air freighted from vendor's country on "freight to pay" basis to Mumbai Airport (India) through consolidated/Freight forwarding agent whose address shall be provided in the order.

9.2 For Domestic Bidder:

Mode of transport shall be through road only.

10. ADVANCE NOTICE

- 10.1 Immediately after shipment, seller shall send advance information of shipping/dispatch particulars, by way of fax/e-mail message by giving following details along with copy of Invoice & Packing list only:

- i) Flight No.
- ii) AWB No. & Date
- iii) E.T.A. Mumbai Air Port
- iv) Invoice Nos. & Date
- v) Invoice Value
- vi) No. of cases
- vii) Gross Weight, Net weight, dimension



- viii) Insurance Policy No. & Dt.
ix) Other details if any

The above shipping details/information shall be sent to :

- a) HOD (C&P), GAIL (India) Ltd, Vijaipur, PO- GAIL Complex, District Guna - 473 112 (Madhya Pradesh), India, Phone No. 91 7544 273112 / 274217
Fax No. 91 7544 273141 or 91 11 2618 5941/2436 Fax Extn. No.: 1235#/15176#/ 8140#.
E-Mail ID : vijpcp@gail.co.in; skmishra@gail.co.in; skchaurasia@gail.co.in
- b) HOD(C&P) GAIL (India) Ltd , MMRDA Bldg., 3rd Floor, Bandra Kurla Complex, Bandra East, Mumbai-400051, India, Phone No. : 91 22-26592228,
Fax No. 91 22 2659 2277/2373
(Purpose: For expeditious collection and clearance of material from Customs/ Port Authorities.)
- (c) Underwriter/ Insurance Co.(to cover Marine cum Transit Insurance): Detail address & other particulars of Insurance Company / Underwriter shall be provided in Purchase order (in case of Contract / Purchase order on FOB/C&F basis).

10.2 In case of road transport :

- a) HOD (C&P), GAIL (India) Ltd.
P.O.GAIL Complex, Vijaipur - 473 112, Dist. Guna (M.P)
Phone : 07544 274444
Fax : 91 7544 273141 or 11-26185941/2436 Fax Extn. No. 1301#/15176#
- b) Ultimate consignees whose address shall be provided in Letter of Acceptance.

11 AIRPORT CONSIGNEE

- 11.1 The Airport consignee in case of Foreign bidder shall be as under:
HOD (C&P), GAIL (India) Ltd.
MMRDA Building, 3rd floor, Bandra Kurla Complex,
Bandra (East), Mumbai - 400 051), India
Phone: 022 26592261/26592745, Fax: 022-26592277.

12 DOCUMENTS PREPARATION & TRANSMISSION

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

12.2 PREPARATION OF SHIPPING/DESPATCH DOCUMENTS

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

The conditional or qualified MAWB/HAWB/AWB/LR shall not be accepted. All documents including AWB/LR, packing-list , Invoice etc. shall be in English language only.The MAWB/HAWB/AWB/LR, Invoice and packing list specifically must show, Mark & No., contents, case wise, country of origin, consignee, Airport of destination and all other particulars.

In case of foreign bidder, invoice besides price & other to indicate- GAIL, Mumbai as Sea Port/Airport of Consignee, GAIL's IEC No. 0597039461, CTH No: (Custom Tariff Heading No) for the item supplied and Insurance Policy no.

The packing list must show apart from other particulars, the actual contents in each case, net & gross weights and dimension with number of packages.



The invoice must show only the price of REPAIR of Gas Generator including price of spares etc.

One set of Shipping/ Dispatch Documents should contain at least the following documents. Any additional documents as may be mentioned in Work Order/Letter of Credit shall also be made available.

- i. HAWB/MAWB/AWB/LR, as the case may be.
- ii. Invoice in Triplicate
- iii. Packing List in Triplicate
- iv. Copy of Fax/Telex sent to GAIL, Mumbai /Vijaipur indicated at Clause No. -10
- v. Inspection and release note duly signed by GAIL's authorized Inspector.
- vi. Warranty/Guarantee certificate.

12.3 DISPOSAL OF SHIPPING/ DESPATCH DOCUMENTS

12.3.1 FOR FOREIGN BIDDER:

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

- i) Three copies of original AWB with one copy of non-negotiable AWB along with three copies each of original (a) invoice, (b) packing list, and (c) all other documents as specified in L/C shall be forwarded / negotiated through Beneficiary's Bank to L/C opening / Issuing Bank.
- ii) One set of non-negotiable shipping documents as mentioned at (i) above to port office i.e. HOD GAIL (India) Ltd., MMRDA Bldg., 3rd Floor, Bandra Kurla Complex, Bandra East, Mumbai-400051, India, Phone No. : 91 22-26592228, Fax No. 91 22 2659 2277/2373.

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

- iii) One set of non-negotiable shipping documents as mentioned at (i) above to HOD (C&P), GAIL (India) Ltd., Vijaipur, PO- GAIL Complex, District. Guna - 473 112 (Madhya Pradesh), India Phone No. 91 7544 273112 / 274217 Fax No. 91 7544 273141 or 91 11 2618 5941/2436 Fax Extn.No.: 1235# /15176# / 8140#.

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

12.3.2 FOR DOMESTIC BIDDER:

The bidder shall obtain LR from the transporter immediately after the dispatch of consignment and negotiate the documents through our banker (address shall be provided in Work order) for release of payment.

13.0 PAYMENT TERMS

13.1 FOREIGN BIDDERS

13.1.1 100% Payment shall be made through irrevocable Letter of Credit against original shipping documents as mentioned at Article no. 12.2. The letter of credit shall be opened on:

- (a) receipt of unconditional acceptance of order and
- (b) submission of 10% Contract cum Equipment Performance Bank Guarantee and
- (c) finalization of Scope of Works and final price of repair.



13.1.2 All Foreign Bank charges (outside India) towards advising negotiation/cable charges and confirmation of Letter of Credit charges, (if payment is required through confirmed Letter of Credit), will be borne by the supplier. All Indian Bank charges (within India) will however be borne by GAIL.

13.1.3 PAYMENT OF INDIAN AGENTS COMMISSION (IAC)

The Indian Agent's Commission, if any, will become due after 30 days from receipt of Gas Generator at GAIL's site. The payment to the Indian Agent will be subject to the condition that the Indian Agent sends a stamped pre-receipted bill towards IAC. The IAC shall be paid in non convertible Indian Rupees.

13.2 DOMESTIC BIDDERS

GAIL shall make 90% payment against despatch documents through bank/LC and balance 10% within 30 days after receipt of Gas Generator at GAIL's site. Bank charges shall be to respective account.

If payment is required through Letter of Credit, same shall be opened on (a) receipt of unconditional acceptance of order (b) finalization of Scope of Works and final price of repairing and (c) submission of Contract cum Performance Bank Guarantee.

14.0 **TAXES & DUTIES AND LEVIES:**

14.1 In case of Foreign bidder, the bidder shall be responsible for full and exclusive liability at his own cost for the payment of any and all taxes, duties and levies etc. as are payable to any government, local or statutory authority in any country other than India as are now in force or as hereafter imposed, increased or modified and as are payable by bidder, his agents, sub-vendor's and their employees etc., for performance and work under this contract. The bidder shall be deemed to have been fully informed with respect to all such liabilities and considered the same in his bid from CIF Port/Airport of entry and FOB-Port/Airport of export in vendor's country and the contract shall not be varied in any way on this account. However, Taxes, Duties and Levies in India (**except TDS**) shall be borne by GAIL.

14.2 In case of Indian Bidder, the bidder shall be responsible for full and exclusive liability at his own cost for the payment of any and all taxes, duties and levies etc. as are payable to any government, local or statutory authority in any country including India as are now in force or as hereafter imposed, increased or modified and as are payable by bidder, his agents, sub-CONTRACTOR's and their employees etc., for performance and work under this contract. The bidder shall be deemed to have been fully informed with respect to all such liabilities and considered the same in his bid and the contract shall not be varied in any way on this account.

For the domestic bidders the rate of Sales Tax (Without Form "C") as stipulated in Offer/Price Schedule shall be considered as the prevailing present applicable rates on the due date of submission of the bid and same shall be considered for price comparison as well as for ordering. Any error of judgment on part of the bidder in identifying the present applicable rates shall not be admitted by Employer. The present rate of Sales Tax as indicated by the bidder shall be considered as the maximum payable by Employer in the event when no statutory variations take place and any remainder/balance Sales Tax, if payable, beyond that indicated rates shall be borne by the Bidder. GAIL shall not provide concessional "C" form (both for central and/or State Sales Tax).

Sales Tax will be payable on submission of documentary evidence at actual subject to maximum of the rates quoted by the BIDDER if there is no statutory variation.

In case of statutory variation in sales tax, the BIDDER will submit the Government notification to evidence the rate as applicable on the date of submission of the bid and on the date of supply as actually paid by the BIDDER. Difference between two will be payable by Employer subject to maximum of variation between the rates quoted by the bidder and the rates as applicable on the date of supply as actually paid by the BIDDER i.e. if the quoted rates are found erroneous then the base rates for calculation of statutory variations for the purpose of reimbursement of Sales Tax shall take into account either the rates actually prevalent on the due date of submission of bid or the erroneous rates indicated by the Bidders whichever is beneficial to Employer.

14.3 **Service Tax:**

Pursuant to Clause-14.1 & 14.2 above, Quoted prices should be exclusive of service tax.

The responsibility of payment of Service tax shall be of the bidder and same shall be reimbursed by GAIL.



The bidder shall also furnish copy of Service Tax Registration Certificate alongwith the offer, wherever service tax is applicable. Alternatively, bidder shall furnish the same within 01 (one) month from the date of issue of 'Letter of Acceptance (LOA)' or alongwith first invoice. In case Service Tax is applicable for the tendered work, contractor shall claim the Service Tax indicating rate of abatement / deduction allowed as per Service Tax Act in the first invoice itself. **Contractor providing taxable service shall issue an invoice, a bill or as the case may be a challan which is signed, serially numbered and shall contain the following:**

- (a) **The name, address and registration no of such person / contractor**
- (b) **The name and address of the person / contractor receiving taxable service**
- (c) **Description, classification and value of taxable service provided**
- (d) **Service Tax amount**
- (e) **The Invoice raised should bear proper Serial No.**

Payment to service provider for claiming service tax amount will be made provided above formalities are fulfilled.

In case of statutory variation in Service Tax during the currency of the Contract, the contractor shall submit a copy of the Government Notification to evidence the rate as applicable on the date of submission of bid and on the date of revision.

Claim for payment of Service Tax / statutory variation in Service Tax, should be raised within 02 (two) months from the date of issue of Government Notification for payment of differential Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears.

14.3 TDS, if applicable, shall be deducted as per prevailing rate & a certificate to this effect shall be provided.

15.0 PRICE BASIS

15.1 Bidder shall quote prices for standard charges for Repair Gas Generator in Schedule of Rate (SOR) as per provisions of the tender document. No escalation in quoted prices shall be allowed at a later date. However, the final price of repair shall be worked out after receipt of Gas Generator at Bidder's works and finalization of scope of work jointly by GAIL and Bidder. Items which are not covered under the SOR shall be treated as optional/ extra items/ jobs for which bidders would be required to indicate discount applicable on the latest price list of OEM i.e M/s Rolls Royce at the time of submission of bids. GAIL will make payment on final price of repairing including optional/ extra items/ jobs, if any, after applying quoted discount.

16.0 PRICE REDUCTION SCHEDULE

16.1 If BIDDER fails to complete the work within the stipulated time period, GAIL, without prejudice to any other right or remedy available recover from BIDDER as ascertained & agreed liquidated damages and not by way of penalty a sum calculated @ ½ % (half Percent) of contract price per week of delay or part thereof subject to maximum of 5% (Five Percent) of the total contract value. In case of default, GAIL reserves the right to get the delayed work completed by outside agency at the BIDDER's cost & risk

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

16.3 In the event the invoice value is not reduced proportionately for the delay, the EMPLOYER may deduct the amount so payable by BIDDER, from any amount falling due to the BIDDER or by recovery against the Performance Guarantee.

16.4 Both BIDDER and EMPLOYER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the EMPLOYER would have suffered on account of delay/breach on the part of the BIDDER 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 EMPLOYER in the matter of applicability of price reduction shall be final and binding.

17 Subletting & Assignment

17.1 The bidder shall not without previous consent in writing of the EMPLOYER 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 bidder from any obligation, duty or responsibility under the contract.

18. FORCE MAJEURE:

18.1 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 BIDDER.

The BIDDER shall advise EMPLOYER 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, EMPLOYER reserves the right to cancel the Contract and the provisions governing termination stated under **Article 23.0** shall apply.

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

BIDDER 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 BIDDER or the EMPLOYER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the BIDDER without being subject to price reduction for delayed deliveries, as stated elsewhere.

19. Resolution of Disputes/Arbitration

19.1 The EMPLOYER and the BIDDER 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.

19.2 If, after thirty days from the commencement of such informal negotiations, the EMPLOYER and the BIDDER 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.

19.3 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.

19.4 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 EMPLOYER [GAIL (India) Limited] shall suggest a panel of three independent and distinguished persons to the BIDDER to select any one among them to act as the sole Arbitrator.

In the event of failure of the BIDDER 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 EMPLOYER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the EMPLOYER 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).



BIDDER 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 BIDDER shall be withheld on account of such proceedings.

20. Governing Language

20.1 The Contract shall be written in English language as specified by the EMPLOYER 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.

21 Notices

21.1 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.

18.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

22 FALL CLAUSE

22.1 The price charged for the repair of the Gas Generator under the contract/ supply order by the bidder/supplier shall in no event exceed the lowest price at which the supplier/bidder or his agent/principal/dealer, as the case may be repair the Gas Generator or offer to seek repair the Gas Generator of identical description to any persons/ organisations including the EMPLOYER or any organization worldwide except parent/group company , as the case may be, during the currency of the contract/supply order.

22.2 If any time during the said period the bidder/supplier or his agent/principal/dealer, as the case may be, reduces the repairing charges to any persons/organisations including the EMPLOYER or any organization worldwide except parent/ group company, as the case may be, at a price lower than the price chargeable under the contract/supply order, he shall forthwith notify such reduction to the signatory of the contract and the price payable under the supply order/contract for the repairing of Gas Generator after the date of coming into force of such reduction shall stand correspondingly reduced.

22.3 The bidder/Supplier shall furnish the following certificate to the signatory of the contract along with each bill for payment for repairing made against this supply order/ contract :

"I/We certify that there has been no reduction in repair charges of the item(s) of description identical to the Gas Generator repaired for GAIL under the contract/supply order herein and such repair have not been offered by me/us to any person/organization worldwide including GAIL except parent/group company, as the case may be, upto the date of bill/during the currency of the supply order/ contract whichever is later, at a price lower than the price charged to GAIL under the contract or supply order."

23. TERMINATION

23.1 Notwithstanding anything contained elsewhere, the GAIL may at anytime at its option terminate the contract after giving 30 days notice in writing to BIDDER without assigning any reasons and upon such termination the GAIL shall have the right to remove its materials from the premises of the BIDDER and the BIDDER shall be paid price of the work satisfactory completed till then in accordance with the conditions of the contract. If performance of the contract is unsatisfactory or not upto the expected standard, the GAIL shall notify the BIDDER in writing and may specify in detail the cause of its dissatisfaction. The GAIL shall have the option to terminate this agreement, if BIDDER fails to comply with the requisition contained in the said written notice issued by the GAIL to the BIDDER within 10 days of the receipt thereof.



24. INDEMNITY

- 24.1 Bidder agrees to protect, defend, indemnify and hold GAIL, if any, harmless from and against all claims, demands and causes of action, liabilities, expenses, cost liens, and judgments of every kind and character which may arise in favour of BIDDER's employees, agents, subordinates or their employees or 3rd parties on account of injury or death or damage to personnel property as a result of the operation contemplated, hereby regardless of whether said claims, demands or causes of actions out of the negligence or otherwise in whole or in part.

25. REFUNDMENT BOND

- 25.1 The successful bidder shall submit a Refundment Bond in the prescribed format in the form of a bank guarantee issued by any Indian scheduled bank or a branch of International Bank situated in India and registered with Reserve Bank of India as a scheduled foreign bank for an amount indicated below for Gas Generator:

Model RB211-24G: GBP 350,000.00 (For Foreign Bidder)
 Rs. 2,80,00,000.00 (For Domestic Bidder)

towards guarantee for return of the Gas Generator after repairing. This guarantee shall be valid for a period of repair and till the Gas Generator is returned back to GAIL. This bond will have to be submitted before export of Gas Generator to the works of the bidder for repairing.

26 Limitation of Liability

- 26.1 Notwithstanding anything contrary contained herein, the aggregate total liability of BIDDER under the Agreement or otherwise shall be limited to 100% of Agreement / Order price or cost of Gas Generator, whichever is higher. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production

27 CONTRACT DOCUMENT

- 27.1 Contract documents shall be prepared after the notification of acceptance of bid. Until the final contract documents are prepared and executed this bid document together with the annexed documents, modifications, deletions agreed upon by the Employer and bidders acceptance thereof shall constitute a binding contract between the successful bidder and the Employer based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

- 27.2 The Contract document shall consist of the following:

- a) Original bid documents issued with its enclosures
- b) Addendum/ Corrigendum to bid documents issued, if any
- c) The Notification of Award/Fax of Intent
- d) The detailed Work Order



SECTION – IV

SCOPE OF

WORK AND

TECHNICAL

DETAILS



SECTION IV

SCOPE OF WORK AND TECHNICAL DETAILS OF GAS GENERATOR

1.0 The term "Gas Turbine/Gas Generator/Engine" as referred in this bid document shall mean RR make industrial gas generators, Model: RB211-24G comprising of IP & HP Compressors, combustion section, IP & HP turbine section, engine mounted accessories etc.

2.0 DETAILS OF GAS GENERATORS TO BE REPAIRED:

SL_NO	MODEL	GAS GENERATOR SERIAL NUMBER	PRESENT LOCATION	RUNNING HOURS as on 18.07.2004	FIRED STARTS TILL DATE	CONDITION
01.	RB211-24G	1780-538	HAZIRA	16340	119	KEPT IN WORKSHOP

The Gas Generator was procured as insurance spare and was installed/ commissioning in Train-A at Hazira Compressor Station. Since then the engine was running satisfactory. Because of repeated starting problem in the recent part, RR engineer was called for defect investigation. On borescopic inspection, some HP NGVs, HP rotor bladed, IP NGVs were found damaged/eroded and consequently the performance of module 04/05 were not satisfactory and based on the advise of RR, the engine was removed from the skid for repair.

In the mean time, the module 03 of other installed engine 1780-445 failed prematurely. Based on RR recommendation, the module 03 from 1780-538 was removed and has been put in service with 1780-445. Hence, the module 03 fitted with 1780-538 will be required to be inspected for the failure starter pawl mechanism and requires to be repaired for satisfactory performance.

3.0 SCOPE OF WORK:

3.1 The actual scope of work may vary after carrying out thorough inspection after stripping and cleaning and at the time of preparing scope of work jointly by GAIL and Bidder, which shall be binding on the successful bidder. Further, bidders shall comply with following:

The scope of work includes all activities related to repair of gas generator including receipt and stripping of Gas Generator, cleaning of all parts, inspection of all parts and non-destructive crack detection checks of parts as required, defect investigation (please note Rolls Royce will depute its own representative at AMC work place "Free of Cost" to carry out the complete defect analysis to find out the cause of pre-mature failure of this engine), finalization of joint scope of work with GAIL and/or its authorized representative, replacement of parts and spares to be procured/supplied by the bidder, recoating/reconditioning of parts as per the specification of the OEM, assembly of Gas Generator including balancing of compressor and turbine rotors, performance testing of Gas Generator, packing, inhibiting in containers and forwarding to GAIL site.

All the activities related to repairing shall be carried out in accordance with Rolls Royce standards and specifications in completeness. However, the typical scope of work is given below:

a. MODULE 03 – INTERMEDIATE CASING

Complete overhaul of Module 03 inclusive of the full and detailed strip, coating, removal and examination of component parts. Overhauling of OGV ring and other components which are found acceptable following their examination. Replacement of HP and IP thrust bearing, if required.

b. MODULE 04-HP SYSTEM



Front Combustion Liner

1. Evaluate condition and overhaul as required.

HP Turbine Assembly

1. Carry out a porcupine check before strip as per RN 5024.
2. Detail strip turbine assembly.
3. Determine residual Creep life of HP Turbine Blades.
4. Subject the following components to crack testing :
HP Turbine Disc
HP Turbine Bearing sleeve
5. Strip, crack test the HP Turbine Blades, weld repair outer shrouds and reprotect.
6. Visually inspect the remaining components.
7. Dynamically balance the HP Turbine Rotor assembly.

HP Nozzle Assembly

1. Strip to detail.
2. Inspect the HP Seal Segments, renew honeycomb seals as necessary.
3. Strip, crack test the HP NGV's, if satisfactory re-protect
4. Renew the thermal barrier coating on the Rear Combustion Liner.

e. MODULE 05- IP TURBINE ASSEMBLY

IP Nozzle Assembly

1. Carry out airflow check before strip.
2. Dimensionally inspect the abradable linings, renew as necessary.
3. Inspect the IP seal segments, renew honeycomb seals as necessary.
4. Strip, crack test the IP NGV's, if satisfactory seals as necessary.
5. Clean and inspect HP and IP Bearings.
6. Visually inspect the remaining components.

IP Turbine Assembly

1. IP Turbine Assembly, carry out Swash and concentricity checks and RN5021
2. Strip, crack test the IP turbine blades, if satisfactory reprotect with Sermaloy "J".
3. Subject the following components to crack testing.
 - IP Turbine Disc
 - IP Turbine Bearing Sleeve
 - IP Turbine Shaft
4. Dynamically balance the IP Turbine Rotor assembly.

f. MODULE 06 – NON MODULAR PARTS AND ACCESSORIES

1. Clean and visually inspect all components.
2. Clean and flow check the burners.
3. Electrically test the T2, T3, and T6 Thermocouples and harnesses.
4. Electrically test the HP'3 transducer.
5. Inspect the following :
 - Accelerometers
 - HE Ignitors
 - Davis Valve
6. Function test the Bleed valves and Bleed Valve Controller.
7. Pressure test the Gas Manifold and Burner feed pipes.



g. **ADDITIONAL ITEMS**

1. Inspect and repair transportation stand and bag, as necessary.
2. Performance Test of repaired Gas Generator in accordance with CTS5017.

3.2 **LIST OF JOBS/ REPLACEMENT OF PARTS:**

Based on the extent of damage as found in naked eye, a exhaustive list of parts replacement/ jobs required for repair of subject Gas Generators has been prepared and is as per the attached Annexure-I. However, based on the joint inspection, the items as listed in the Annexure-I may be deleted. Old retrieved parts shall not be returned to GAIL & prices should be quoted after considering the value of old retrieved parts.

3.3 **OPTIONAL/ EXTRA JOBS/REPLACEMENT OF PARTS:**

The gas generators shall be stripped to the extend required (for repair of starter pawl mechanism, HP NGVs, HP rotor blades, IP NGVs) cleaned and inspected at the works of the bidder and GAIL and/or its authorized representative and the bidder shall carry out joint inspection to decide about the replacement of parts and the parts that can be re-used after cleaning. Based on the joint inspection, a scope of work shall be prepared and signed by GAIL and Bidder which shall be adhered to at all stages of repair. Bidders to take note that in the event of any additional work/job (decided at the time of finalisation of scope of work) or replacement of parts that may be required to be carried out for achieving satisfactory performance after repair in line with the requirement/recommendation of the OEM and is not covered in SOR item serial number 2 shall be carried out for successful repair of gas generators. The payment on account of optional/ extra jobs/parts replacement will be paid extra. However, bidders are required to take note of the followings in respect of payment of optional/extra parts/ components:

- (a) In case of optional/extra jobs/parts replacement, the bidders are required to indicate % discounts (in the SOR) on the current listed unit prices of the OEM and date of applicability of price list.
- (b) In case no standard price list of such optional/extra jobs/parts is available, the price shall be arrived considering reference to any previous contract / order, rate analysis or any other documentary evidences to justify the reasonableness of the prices.

3.4 **Finalization scope of work jointly by GAIL and BIDDER**

The gas generators shall be stripped, cleaned and each and every component shall be thoroughly inspected at the works of the bidder. Inspection shall be carried out jointly by GAIL and/or its authorized representative(s) and the bidder, , so as to decide about the replacement of parts/ components and the parts/ components which can be re-used after cleaning/coating. However, prime responsibility for inspection and examination of each and every component of gas generator shall lie with bidder. Based on the joint inspection, Scope of work shall be prepared and signed by both the parties which shall be adhered to at all stages of repair gas generator.

3.7 **All the parts/ components required for repair shall be in the bidder's scope. Bidder (AMC) will be allowed to use only genuine new spares to be procured from Roll Royce, UK (OEM). Latest modification of M/s Rolls Royce to be incorporated while changing the spare parts etc. which shall be compatible with existing system and the same has to be certified by M/s Rolls Royce, UK.**

Indigenous bidder shall be responsible for payment of Custom Duty /Freight/Insurance Charges etc. on the spares imported by them for this job. GAIL shall not be liable for payment of these charges separately. Payment shall be as per SOR only.

3.8 **Reworkable components shall be decided and included in Scope of Work jointly by GAIL and Bidder, which shall be reworked by Bidder as per specification of OEM.**

3.9 **Performance testing shall be done as per the test procedure laid down by the OEM, which shall be witnessed by GAIL and/or its authorized representatives. The performance of the gas generator repaired should conform to all the parameters as specified in test procedure and shall be demonstrated in presence of GAIL and/or its authorized**



representative. The acceptance criteria will be as specified by the OEM. A copy of the test procedure and acceptance criteria as specified by the OEM shall be furnished by the bidder in advance to GAIL so as to facilitate proper witnessing of the performance testing by GAIL and/or its authorized representatives.



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

SECTION – V

SPECIAL

CONDITION

OF

CONTRACT



SECTION V

SPECIAL CONDITION OF CONTRACT

1. GENERAL

- 1.1 Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, Scope of Works and Technical Details and any other documents forming part of this CONTRACT wherever the context so requires.
- 1.2 Where any portion of the General Condition of Bidder is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 The bidder should use his own judgment based on his past experience of overhauls to assess the quantum of jobs. The authorized representatives of the prospective bidders may inspect the gas generator at GAIL, Hazira before submission of their offers at their own expenses.

2. ZERO DATE OF THE JOB

- 2.1 The said contract shall come in to force from the date of acceptance of the work order/contract by the successful bidder. The date of finalization of scope of works jointly by GAIL and Bidder for gas generator shall be the zero date for the work.
- 2.3 There will be maximum time period of 15 days after receipt of the gas generator at the workplace of the BIDDER for complete stripping, cleaning of the parts so as to prepare/finalise the scope of work.

3. TIME OF COMPLETION

- 3.1 The time of completion for the entire work repairing job including performance testing after the repair shall be two months from ZERO DATE OF JOB. The non-completion of work within stipulated time shall attract PRICE REDUCTION SCHEDULE. Vendor shall ensure to deliver the tested and accepted gas generator duly packed in all respects for air/ road freighting back through GAIL's consolidated agent (address shall be advised in the work order) within a week from the date of acceptance.
- 3.2 The above time period shall also include delivery of Gas Generator upto FCA Airport of Export. The Date of HAWB/MAWB/AWB shall be considered as date of despatch of consignment.
- 3.3 In case, delay in finalisation of Scope of Work and/or in performance testing is attributable to GAIL, completion period shall be suitably extended.

4. SCHEDULE FOR COMPLETE REPAIR

- 4.1 The successful bidder must submit schedule for complete repairing activities week-wise from Gas Generator-in date to Gas Generator-out date at the bidder's works site in the form of bar-chart with in one week from the date of receipt of FOI/LOI. This shall cover inspection schedule for GAIL engineers also.

5.1 PACKING, TRANSPORTATION & INSURANCE COST

- 5.1 This Gas Generator shall be duly packed and air freighted in container and the same has to be returned back in the same container. All expenditure incurred on account of transportation from GAIL sites to the airport of entry of bidders country and insurance during transportation shall be borne by GAIL. The Gas Generator shall be packed and forwarded back to India by air freight through GAIL's forwarding agent.
- 5.2 The Gas Generator shall be under Bidder's custody from the airport of entry onwards till it will brought back to the airport of exist before dispatching to India after completion of the repair as per the scope of work. During the custody of the bidder, all the expenses incurred on account of transportation etc. of the Gas Generator shall be borne by the bidder.



6 INSPECTION

6.1 Gas generator shall be inspected during overhaul/repair and testing by GAIL and/or its authorized representative at the following stages:

- (i) Inspection for finalisation of work scope.
- (ii) Inspection/ Witnessing of performance testing of the repaired gas generator.

However, GAIL and/or its authorized representative shall have the right to inspect the progress of work, any time during execution of the contract.

6.2 The successful bidder shall make arrangements for all reasonable facilities and assistance, including access to drawings, specifications, OEM specified test procedure and production of data at no extra cost to GAIL. However, expenses towards travel, boarding and lodging for GAIL person and/or its authorized representative will be borne by GAIL. The call notice/invitation for inspection shall be given by the successful bidder(s) at least two weeks in advance in all cases. In case, delay in finalisation of Scope of Work and/or in performance testing is attributable to GAIL, completion period shall be suitably extended.

1.3 If the inspected or tested Gas Generator fails to conform to the specifications after arrival at site, GAIL or its representative may reject the same and BIDDER shall rectify the problem or make all alterations necessary to meet the specifications without any extra cost to GAIL. GAIL's right to inspect, test and where necessary, reject the repaired Gas Generator after arrival in India shall in no way be limited or waived by the reasons of the repaired Gas Generator having previously been inspected and tested by GAIL or its representative prior to the shipment.

7 WARRANTY/GUARANTEE

7.1 Minimum warranty/guarantee of 8000 running hours or 18 months from the date of installation or 24 months from the date of shipment whichever occurs first will have to be provided by the BIDDER for quality of repair including workmanship and part replaced. The BIDDER at their cost will rectify defects arising due to poor workmanship or material or both during the warranty/guarantee period. This will include even any component failure which has been examined and accepted as "fit for further service" at the time of joint work scope finalization. In case the Gas Generator or any of its modules are to be taken out and to be carried to their worksite whether in India or outside India, it will be carried only by road/airfreight solely at the bidder's risk and cost. All expenses during the warranty repair like to & fro freight & insurance, to & fro travel expenses, boarding, lodging, insurance charges and all other incidental expenses both in India & abroad including custom duty, if any, shall be borne by the BIDDER.

8. PRICE

8.1 The bidder shall quote the price in the following format: -

- (i) SOR serial no 1 :

A Lumpsum Labour cost towards receipt of gas generator, striping, clearing, disassembly and assembly as detailed in scope of works. This amount shall remain firm for the entire contract period for the gas generator that may be overhauled.

- (ii) SOR Serial no. 2:

Overhaul/repair/ reworks/ refurbishment/ replacement of Gas Generator modular system, sub system and other components, accessories as detailed in the LIST OF JOBS/PART REPLACEMENT as per attached Annexure I . Old retrieved parts shall not to be returned to GAIL & prices should be quoted after considering the value of old retrieved parts.



(iv) SOR Sl. No. 3

Price of consumables items such as Gasket, packing, O Rings, inserts, fasteners etc. required for repair as defined in detailed scope of works. Old retrieved parts shall not to be returned to GAIL & prices should be quoted after considering the value of old retrieved parts.

(v) SOR Sl. No. 4

Performance testing to the satisfaction of GAIL as per OEM's Procedure. Packing, Forwarding and transportation from/to airport of entry/ exit, insurance etc.

Bidder shall also indicate the discount applicable on OEM price list for extra/optional items.

Further, foreign bidder shall indicate approximate Air Freight charges from the Airport of exist in bidder's country to Mumbai Airport India and domestic bidder shall indicate approximate Freight charges from FOT despatch point to FOT site.



SECTION – VI

SCHEDULE

OF

RATES



SECTION VI

**SCHEDULE OF RATES
(FOR GAS GENERATOR SL. No. 1780-538)**

ITEM NO.	DESCRIPTION	QUOTED CURRENCY	AMOUNT (in Figures/ In Words)
01.	LABOUR CHARGES: A Lump-sum Labour price towards receipt of gas generator, striping, clearing, disassembly and assembly as detailed in scope of works		
02.	JOB/PART REPLACEMENT LIST: Overhaul/repair/ reworks/ refurbishment/ replacement of Gas Generator modular system, sub system and other components, accessories as detailed in the LIST OF JOB/ PART REPLACEMENT as per attached Annexure I. Old retrieved parts shall not be returned to GAIL & prices should be quoted after considering the value of old retrieved parts.		
03.	CONSUMABLES: Price of consumables items such as Gasket, packing, O Rings, inserts, fasteners etc. required for repair as defined in detailed scope of works. Old retrieved parts shall not to be returned to GAIL & prices should be quoted after considering the value of old retrieved parts.		
04.	PERFORMANCE TESTING : Performance testing to the satisfaction of GAIL as per OEM's Procedure. Packing, Forwarding and transportation from/to airport of entry/ exit, insurance etc.		
TOTAL			

05 **OPTIONAL/EXTRA ITEMS NOT COVER ED ABOVE:**

DISCOUNT APPLICABLE ON THE LIST : _____% (in figures)
PRICE OF OEM I.E. M/S ROLLS ROYCE _____% (in words)

06 **FREIGHT CHARGES:**

- (i) Airfreight charges from airport of exit to: _____ (in Figures)
Mumbai Airport (in case of foreign Bidder) _____ (in words)
- (ii) Freight charges from FOT despatch point to: _____ (in Figures)
FOT GAIL's Site (in case of domestic Bidder) _____ (in words)

NOTE: Please provide price breakup wherever required positively.

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:



LIST OF JOBS/ REPLACEMENT OF PART

SI NO	Part No.	Item Description	Qty	Unit Price	Total Price
Module - 02					
1	10367	Stages 1 to 6 inner shrouds re-application of damping medium	1		
2	TI 300237	Stages 1 to 6 IP stator vanes re-protect with a dense pack coating	1		
3	TI 30071	Outer casing re-protect	1		
Module - 03					
4		Complete overhaul of Module 03 inclusive of full and detailed strip, coating removal and examination of component parts. Overhauling of OGV ring and other components which are found acceptable following their examination.	1		
5		Replacement of HP and IP thrust bearing (if required)	1		
Module - 04					
6		Front Combustion Liner-Evaluation of Condition and Overhaul as required	1		
7		Strip, crack test the HP turbine blades, weld repair outer shrouds and re-protect	84		
8		Replacement of HP turbine blades with new one	8		
9		Inspection of HP seal segment, renew honeycomb seal as necessary	18		
10		Strip, crack test the HP NGVs, if satisfactory re-protect	11		
11		Replacement of HP NGVs with new one	6		
12		Renew of thermal barrier coating on rear combustion liner	1		
Module 5					
13		Strip, Crack test the IP NGVs, if satisfactory re-protect	20		
14		Replacement of IP NGVs with new one	6		
15		Strip, crack test the IP turbine blades, if satisfactory re-protect with Sermaloy J coating	148		
Module - 06					
16		Overhauling of Hilliard make Gas Starter	1		

TOTAL PRICE (SOR ITEM NUMBER 02) _____

TOTAL PRICE (IN WORDS) _____

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal: