



**Invitation for Bid (IFB)**

Ref.: **GAIL/PATA/C&P/20049958/PP [E-Tender No. 800006531]**

**24.05.2014**

**SUB: PROCUREMENT OF TRANSFORMER OIL FOR GAIL (INDIA) LIMITED, PATA (UP) INDIA**

Dear Sir,

GAIL (India) Limited invites bids from eligible bidders for Supply of subject items for its Petrochemical Plant, Pata **UNDER TWO BID SYSTEM** as per technical specification and other terms and conditions enclosed (refer Index/Content) with this document.

1.0 Salient Features of Tender Document:

(A)	ITEM	TRANSFORMER OIL
(B)	MODE OF TENDERING	"E-Tendering" on Limited DOMESTIC Competitive Basis  (Bids must be submitted only through e-Tendering mode using GAIL's Portal <a href="https://etender.gail.co.in">https://etender.gail.co.in</a> , For necessary/security setting in your PC and detailed instruction regarding e-tendering process, please read 'Ready Reckoner', FAQs and "Help Document" available on above mentioned website)
(C)	TENDER FEE (NON-REFUNDABLE)	<b>Not Applicable</b>
(D)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	Rs.55,000/- (Rupees Fifty Five thousand Only)
(E)	DELIVERY PERIOD	As per SCC of tender document
(F)	PAYMENT TERMS	As per SCC of tender document
(G)	BID DOWNLOAD PERIOD	24.05.2014 to 17.06.2014(1500 Hrs) [from GAIL's website <a href="http://gailtenders.in">http://gailtenders.in</a> or <a href="https://etender.gail.co.in">https://etender.gail.co.in</a> (under guest login)]
(H)	DATE OF PRE-BID MEETING	02.06.2014 (1100 HRS) at GAIL, Pata (UP)
(I)	VENUE FOR PRE-BID MEETING & OPENING OF UN-PRICED BIDS	GAIL (India) Limited, Polymer Bhawan, Pata -206241, Auraiya Dist Uttar Pradesh
(J)	LAST DATE & TIME OF BID SUBMISSION (UPLOADING)	17.06.2014 (1500 Hrs) (Offer must be submitted within above stipulated date and time through e-tendering mode only)
(K)	DATE & TIME OF UN-PRICED BID OPENING	17.06.2014 (16:30 Hrs)
(L)	BID EVALUATION CRITERIA (BEC)	Please see Annexure-I to IFB
(M)	REJECTION CRITERIA	Please see Sub Section 2 (General Instruction of Bidder) Clause No. 29 (Bid with any deviation/modification/stipulation to rejection criteria, shall be rejected)
(N)	ALTERNATE CONTACT PERSON(S)	Mr. Paul Philip, Ch. Manager (C&P) email: <a href="mailto:pp01959@gail.co.in">pp01959@gail.co.in</a>  Ms. Twinkle Bala - ET (C&P) Email: <a href="mailto:twinkle.bala@gail.co.in">twinkle.bala@gail.co.in</a>

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## **2.0 DOWNLOADING AND SUBMISSION OF BIDS:**

Bidder may download the Bid Document from GAIL's website <http://gailtenders.in> or <https://etender.gail.co.in> (as a guest user). The complete Bid consisting copy of Tender Fee, EMD, Technical Document (Part-I) and Price Bid (Part-II) etc. must be submitted only on our e-Tendering Portal (<https://etender.gail.co.in>). Bidders must digitally sign complete Bid Documents using a valid "Class-3 Digital Certificate". Bids submitted through Fax/e-mail or physical form by courier/post/in person shall not be accepted.

Bids complete in all respect should be uploaded on the GAIL's portal online on or before the BID DUE DATE AND TIME.

Corrigendum(s) and Record Notes of pre-bid discussions, if any, shall also be available on the referred web sites. It's bidder's responsibility to check above website regularly for such information.

- 3.0 Bidder must obtain Login ID and Password from GAIL, Digital Signature of class 3 and also required to carry out necessary security setting in their PC/Laptop before submission of tender. A detailed instruction of the same along with detailed step-by-step guideline of e-tendering process is available on website (<https://etender.gail.co.in>), namely 'Ready Reckoner' "Help Document" after login and FAQs, and same may be downloaded and read carefully before submission of tender.

## **4.0 EARNEST MONEY DEPOSIT (EMD)/BID BOND/BID SECURITY:**

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of Bank Guarantee or Bank Demand Draft or Banker's Cheque or Letter of Credit. The EMD if submitted in form of "crossed payee account only" bank Demand Draft/Banker's Cheque must be in favour of 'GAIL (India) Limited', payable at Pata (UP). Validity of EMD (submitted in form of BG/LC) must be minimum 2 months beyond the validity of the offer.

## **5.0 DOCUMENTS AGAINST BEC:**

The bidder is required to read BEC [Refer Annexure -1 to IFB] carefully and ensures to furnish complete documentary evidences towards meeting BEC, as bid of only those bidders who meet BEC in totality based on submitted document(s) shall only be considered for further evaluation.

## **6.0 SUBMISSION OF ORIGINAL CERTIFICATES/ DOCUMENTS:**

The following original document(s) (along with any other document(s) which are asked in tender document for submission in original) must reach us on due date and time of bid submission (or within 7 days from the final "due date for bid submission" in exceptional cases) as under, failing which bid may not be considered for further evaluation:

- (i) DD/BG/BC towards EMD
- (ii) Original Power of Attorney (Refer Article 12 of ITB Annexure-I and 2.1 of Annexure-II of Section-II)

The above document(s) must be send in a sealed envelope super scribing as "Original EMD & Documents against Tender Reference No. GAIL/PATA/C&P/20049958/PP [E-Tender No. 800006531] so as to reach at following address:

Central Receipt Section (Not for Tender Box)  
Security Main Gate Building,  
Pata Complex,  
GAIL (India) Limited  
P.O. – Pata (Nearby Dibiyapur)  
District - Auraiya (U.P.), Pin – 206 241  
Phone - +91 5683 282356/283403-05

**Attn. Ms. Twinkle Bala**  
ET (C&P)

Signature of Bidder:

Bidder must ensure that these documents must reach GAIL on or before 7th day from the final due date & time of bid opening (Part-1), failing which the bid will not be evaluated further irrespective of their status/ranking in tender and notwithstanding the fact that a copy of EMD was earlier uploaded by the bidder

**7.0 PRE-BID MEETING:**

- a) The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.
  - b) The bidder is requested to submit their queries /clarifications in the format **(F3)** through e-mail/fax/ courier so as to reach GAIL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
  - c) The salient queries raised, including the text of the questions raised (without identifying the sources of the query) and the responses given will be uploaded on GAIL's website and intimation to this effect shall be transmitted to all intended bidders.
  - d) This being a e-Tender process, a Session will also be arranged for bidders to demonstrate the e-Tendering system to facilitate bidders to submit the Bid Online.
  - e) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.
- 8.0 Bid Document is non-transferable. Bidder must buy the bid document in his own name and submit the bid directly i.e. bids received from bidders in whose name bid document has been purchased (bidder who submitted tender fee in e-tender) shall only be considered.
- 9.0 Immediately upon receipt of tender information, interested bidder must submit **F-1** "Acknowledgement Cum Consent Letter" duly filled-in & signed through e-mail/fax. In case of non participation in the tender, the bidder is required to submit the reason(s) for non-participation in the format **F-1** "Acknowledgement Cum Consent Letter" attached in the tender failing which GAIL may not issue any tender to such bidder in future.

GAIL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever or to place order for part quantity at the sole discretion of GAIL.

Thanking You,  
Yours faithfully,  
for GAIL (India) Limited

*T. Bala*  
*24/05/14*

**Twinkle Bala**  
**ET (C&P)**  
**E-mail: [twinkle.bala@gail.co.in](mailto:twinkle.bala@gail.co.in)**

❖ **NOTE**

1. Bidders are requested to go through the document named, "Section-II: Instructions to Bidders (ITB) for participation in E-Procurement" which has been made available in the Tender. This document shall over-ride and supersede any of the clause(s) found contradictory / conflicting elsewhere in the Tender Documents. This document aims at providing guidelines / instructions to bidders for submitting their bids through GAIL's "e- Tendering" system at <https://etender.gail.co.in>.
2. Bidders are advised, in their own interest, to ensure that their bids are submitted well before the "Due Date & Time of Bid-Submission" of the Tender as GAIL's "e-Tendering" system at <https://etender.gail.co.in> will not allow submission of bids once the closing date and time of the

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Tender [i.e. Due Date & Time of Bid-Submission] is reached.

3. Bidders are required to submit their bids along with a covering letter under the firm's / company's letterhead specifying the name and designation of the authorized person signing the bid, complete postal address of firm / company, telephone no., fax no., e-mail ID, etc.

**Annexure – 1 to IFB**

**BID EVALUATION CRITERIA (BEC)**

**Technical BEC**

- a) The bidder should be a manufacturer of transformer oil. Certificate issued by central Excise Department/ ISO registration certificate or any other certificate establishing as a manufacturer shall be submitted as a proof of manufacturer.

**AND**

- b) The Bidder should have executed at least one single purchase order for supply of transformer oil for value not less than Rs.14 lacs in preceding five years as on the due date of bid opening. The bidder is required to submit copies of relevant purchase order and execution proof. The following documents can be submitted against execution proof.

Execution certificate / completion certificate /Invoice along with proof of payment.

The execution proof should clearly have cross reference no. Purchase Order.

A job executed by a bidder for its own plant/project cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for subsidiary/ fellow subsidiary/ holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by statutory auditor of the bidder) towards payment of statutory tax in support of the job executed for subsidiary/ fellow subsidiary/ holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC”

Signature of Bidder:

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**GAIL (India) Limited**

*Gas & Beyond*

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**GAIL (India)**

**Limite d**

(A Government of India Undertaking-  
A Maharatna Company)

**VOLUME 1 of 2 (Commercial)**

**Contents**

- Section I. Instructions to Bidders (ITB) for participation in E-Procurement (Sub Section -1)**
- General Instructions to Bidders (ITB) (Sub Section -2)**
- Section II General Conditions of Contract-Goods (GCC-Goods)**
- Section III Special Conditions of Contract**
- Section IV Forms and Formats**
- Section V Price Schedule**

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## **SECTION - I**

### **INSTRUCTIONS TO BIDDERS**

#### **CONTENTS**

**Sub Section -1 Instructions to Bidders (ITB) for participation in E-Procurement**

**Sub Section - 2 General Instructions to Bidders (ITB)**

#### **Table of Clauses**

- A. Introduction
- B. Bidding Documents
- C. Preparation of Bids
- D. Submission of Bids
- E. Bid Opening and Evaluation
- F. Award of Contract

Signature of Bidder:

**Sub Section -1**

**Instructions to Bidders(ITB) for participation in E-Procurement**

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

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

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

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

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

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

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

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



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download the NIT and attached e-tender at this stage, he may download the same for viewing free of cost.

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

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

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

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

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

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

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

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

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

### 4) **WHAT IS A DIGITAL SIGNATURE?**

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual

Signature of Bidder:

sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain trusted Certifying Authorities (CA) who in turn allot on a regular basis Digital Certificates. Documents which are signed digitally are legally valid documents as per the Indian IT Act (2000).

#### 5) **WHY IS A DIGITAL SIGNATURE REQUIRED?**

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

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

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

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

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

#### 7) **STEPS FOR OBTAINING DIGITAL CERTIFICATE:**

Digital Certificate can be obtained by the following steps:

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

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

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

#### 8) **PRE-BID CONFERENCE:**

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Subsequent to opening of bids, GAIL may not seek clarifications. Therefore, clarifications, if any, are to be sought by the bidders during the pre-bid conference (if applicable)/ 10 days before final date of closing of Tender.

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

9) **TENDER FEE/BID DOCUMENT FEE:**

Bidders are required to submit the DD (tender fee, if applicable) along with EMD in physical form. The bidder who has already submitted tender fee or accompanied with DD during meeting, will only be allowed to attend pre-bid meeting.

10) **EARNEST MONEY DEPOSIT**

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

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

11) **SUBMISSION OF DOCUMENTS:**

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/tender in the e-Procurement (Collaboration/C-Folders) site only. However, documents specified to be submitted physically viz. Bid document fee (tender fee) & EMD, etc, need to be submitted in a sealed envelope in accordance with the method described in RFQ. The same should reach **GAIL (India) Limited, Attn: Deputy General Manager (C&P), P.O. Pata, District: Auraiya, PIN- 206244, Uttar Pradesh, India.** Bidder shall ensure that all the documents relevant to bid are uploaded in time and failure to upload the same before bid submission date is the sole responsibility of bidder. Under no circumstances, GAIL shall entertain any request for acceptance of bid documents in physical form, which were required to be uploaded in e-form.

**Note:**

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

Inadvertently, if a incorrect/wrong document(s) is uploaded in Collaboration Folder (C Folder) by the bidders, such document can be deleted by the Bidder and in it's place a new/modified document can be uploaded. The new/modified document will be required to be signed digitally. Where two similar documents are existing in the folder, the latest

Signature of Bidder:

version of the document shall only be taken into cognizance for evaluation and earlier versions shall be ignored.

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

12) **PRICES, OTHER DOCUMENTS AND DIGITAL SIGNATURE:**

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

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

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

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

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

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

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

13) **PRICES:**

The bidder needs to enter the prices on line strictly as per the SOR format provided in our E-Tender. No new conditions/bidder's own Price Schedule Format etc. shall be added by the bidder, as same will not be considered for evaluation.

14) **SUBMISSION AND OPENING OF BIDS:**

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The bid along with all the copies of documents should be submitted in e-form only through GAIL e-Procurement portal. No hard copy of bid/any document against this tender in physical form, is acceptable.

15) **LAST DATE FOR SUBMISSION OF BIDS:**

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

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

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

16) **Proxy:**

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

Signature of Bidder:

**Sub Section - 2**

**GENERAL INSTRUCTIONS TO BIDDERS**

**A. INTRODUCTION**

**1.0 Scope of Bid:**

- 1.1 The Purchaser as defined in the General Conditions of Contract-Goods, hereinafter “the Purchaser” wishes to receive bids for the supply of goods as described in Volume –II/II (Technical Specifications and Scope of Supply).
- 1.2 The successful bidder will be expected to complete the Scope of supply within the delivery period stated in Special Conditions of Contract.
- 1.3 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder/ tenderer”, “bid/tender/offer”, “bidding / tendering”, etc.) are synonymous, and day means calendar day. Singular also means plural.

**2.0 Eligible Bidders:**

- 2.1 Bidders shall, as part of their bid, submit a written **power of attorney** authorizing the signatory of the bid to bind the bidder.
- 2.2 This Invitation for Bids is open to any bidder.
- 2.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.4 The bid should be from actual manufacturers. The bids from sole selling agents / authorized distributors/ authorized dealers/ authorized supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorize them to market their product, provided further such an authority letter is valid at the time of bidding. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.
- 2.5 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
- 2.6 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the Global notice of IFB, bidders past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of Purchaser shall be final and binding on the bidder.
- 2.7 The bidder is not put on holiday by GAIL or black listed by any Government Department/ Public Sector including GAIL.

**3.0 One Bid per Bidder:**

3.1 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.

**4.0 Bid Evaluation Criteria:**

4.1 The Bid Evaluation Criteria (BEC) is as per **Annexure - 1 to IFB**. The bids of only those bidders shall be considered for further evaluation and award who is meeting BEC in totality and have submitted sufficient documentary evident in support of meeting BEC.

**5.0 Cost of Bidding:**

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

**6.0 SITE VISIT**

6.1 The bidder is advised to visit and examine the site or / locations and its surroundings and obtain for itself, at its own responsibility, all the information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at the bidder's own expense.

6.2 The bidder or any of its personnel or agents will be granted permission by the GAIL to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will indemnify the GAIL and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

**B. BIDDING DOCUMENTS**

**7.0 Content of Bidding Documents:**

7.1 The bidding documents are those stated below and should be read in conjunction with any addenda issued in accordance with ITB Clause

**VOLUME 1 of 2 (Commercial)**

Section I. Instructions to Bidders (ITB) for participation in E-Procurement  
(Sub section 1)

General Instructions to Bidders (ITB) (Sub section 2)

Section II General Conditions of Contract-Goods (GCC-Goods)

Section III Special Conditions of Contract

Section IV Forms and Formats

Section V Price Schedule

**VOLUME 2 of 2 (Technical Specifications & Scope of supply)**

7.2 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 to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

Signature of Bidder:

## **8.0 Clarification of Bidding Documents:**

- 8.1 A prospective bidder requiring any clarification 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. GAIL will respond in writing to any request for clarification of the Bidding documents which it receives not later than date of **Pre-Bid meeting/10 days prior to the deadline (in exceptional case)** for the submission of bids prescribed by GAIL. 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 Purchaser, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

*[All questions/queries should be referred to GAIL on or before scheduled date of pre-bid conference or 10 days before bid closing date. The questions/queries received by GAIL prior to pre-bid conference will be addressed in the pre-bid conference & **no separate communication will be sent to bidders.]***

## **9.0 Amendment of Bidding Documents:**

- 9.1 At any time prior to the bid due date, the PURCHASER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda/corrigenda.
- 9.2 Any addendum/corrigendum thus issued shall be part of the Bidding Documents pursuant to ITB Clause-7.1 and shall be notified in writing by fax/post to all prospective bidders who have received the bidding documents. Prospective bidders shall promptly acknowledge receipt of each addendum by fax/post to the Purchaser.
- 9.3 The PURCHASER may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.

## **C. PREPARATION OF BIDS**

### **10.0 Language of Bid:**

- 10.1 The bid prepared by the bidder as well as all correspondence /drawings and documents relating to the bid exchanged by bidder and the PURCHASER shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.
- 10.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder. Metric measurement system shall be applied.

### **11.0 Documents Comprising the Bids:**

Bid must be submitted online thru' GAIL's "e-Tendering" system at <https://etender.gail.co.in>. Bidder shall submit both "Un-Priced Bid" and "Price Bid" through GAIL's "e-Tendering" portal only. Bids submitted in any other form, such as



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hard copy through courier /post / in-person / fax / telegram / telex/e-mail etc. shall not be accepted against this Tender.

**Please read “Rejection criteria” and all other document of tender before submitting bid.**

The "Un-Priced Bid" and "Price Bid" shall contain the documents in the manner specified below:

❖ **PART-I: UN-PRICED (TECHNO-COMMERCIAL BID):**

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

- (A) 'Covering Letter' on Bidder's 'Letter head'
- (B) Copy of DD for Tender Fee (**if applicable**)
- (C) Copy of Original EMD / Bid Security
- (D) Copy of Power of Attorney
- (E) Documents against BEC
- (F) An undertaking on letter head that content of tender document has not been modified / altered, as per format given in IFB.
- (G) Blank Price Schedule (i.e. price schedule format without the prices/rates but mentioning “**QUOTE/NOT QUOTED**”) towards proof of submission of prices as per price schedule in “Price Bid (Part-II)” submitted separately
- (H) Format of AGREED TERMS & CONDITIONS (F 14) duly filled-in
- (I) All other Forms & Format of Section V (including F2, F4, F5, F6, F7, F8, F-11 etc.) duly filled in
- (J) Complete Tender Document (i.e. Volume 1 of 2 and Volume 2 of 2) duly signed digitally
- (K) All technical and commercial details other than the rate/price, bidder willing to submit
- (L) Any other information/details required as per bidding document including addendum /corrigendum to this bidding document, if issued.

All the documents should be 'digitally signed' through a valid "**Class-3 Digital Certificate**" to be obtained from certifying agencies as detailed in the Instruction for participation in e-tendering.

All above documents must be uploaded in collaboration folder, on GAIL's portal.

❖ **PART-II: PRICE BID [PRICE SCHEDULE]**

Priced Bid shall contain only prices mentioned in all Field/Box **strictly** in the “Price Schedule” format Section- V of tender duly signed digitally.

No stipulation, deviation, terms & conditions, presumption, basis or any documents etc. shall be stipulated / submitted in Priced bid. GAIL shall not take cognizance of any such statement and may at their discretion reject such price bids.

**Bidders are advised NOT to mention Rebate/Discount separately, either in the Price Schedule format or anywhere else in the offer. In case bidder(s) intend to**

Signature of Bidder:

**offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Price Schedule” and indicate the discounted unit rate(s) only.**

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

*Please ensure that no Rate/Price or price related information is mentioned in Part-I Un Priced Bid OR Part-III (collaboration folder of e-tender portal), as such bids shall be outright rejected as per rejection Criteria of Tender Document.*

❖ **PART-III: EARNEST MONEY DEPOSITE [EMD]**

This section only contains copy of EMD and no other document(s)/conditions.

All above documents must be uploaded on appropriate place for Techno-Commercial, EMD (in Collaboration Folder) and Price Bid, on GAIL's portal.

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

**12.0 Bid Form & Price Schedule:**

12.1 The bidders shall complete the Bid Form and appropriate Price schedule furnished in the Section - V of Bidding Document, indicating the required information for all the goods to be supplied, a brief description of the goods, their country of origin and quantity.

**13.0 Bid Prices:**

13.1 The bidder shall indicate on the appropriate format for “Price Schedule” enclosed as part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.

13.2 Bidders shall indicate the following separately (as per Price Schedule, Annexure-V)

A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).

B) Excise Duty & Sales Tax (rates) which will be payable on the finished goods, if this contract is awarded.

C) The bidders shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import in applicable currency considered and included in bid price. Purchaser will not issue/provide any Essentiality certificate for imports.

D) **The statutory variation in Excise Duty & Sales Tax on finished goods covered under Cl. 12.2(B) within the contractual delivery period (except due to increase in turnover) shall be to GAIL's account.** However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease shall be passed on to GAIL. Further, any statutory variation in the rate of customs duty within contractual delivery period, on the actual CIF value of import content, but subject to maximum of such duty payable on quoted CIF value, under Cl. 12.2 (A) shall also be to GAIL's account. In case of delay in delivery, any increase in the rate of customs duty beyond the contractual completion period shall be to bidder's account and any decrease shall be passed on to GAIL.

**NOTE:** *Inland transportation, other local costs incidental to delivery of the goods to its final destination (FOT-site) shall be quoted by the Bidder. However, transit Insurance shall be arranged by Purchaser.*

13.3 **Fixed Price:** Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract and not subject to variation on any account except for variations permitted under 12.2(D) for domestic bidders. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

13.4 The delivery terms shall be interpreted as per INCOTERMS 2000.

**14.0 Bid Currencies:**

14.1 Domestic bidders may submit bid in any currency (including Indian Rupees) and receive payment in such currency at par with foreign bidder.

**15.0 Documents Establishing Bidder's Eligibility and Qualification:**

**15.1 Bid Evaluation Criteria (As per IFB )**

15.1.1 Pursuant to evaluation Criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting Bid evaluation criteria.

**15.2 Bidders Eligibility Criteria**

15.2.1 The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted.

15.2.2 The documentary evidence of the bidder's qualifications to perform the contract if his bid is accepted, shall establish to the PURCHASER'S satisfaction:

- a) That, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;
- b) That the Bidder has the financial, technical and production capacity necessary to perform the contract;

Signature of Bidder:

- c) that, in case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

15.2.3 The PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract. An affirmative determination will be pre-requisite for award of the Contract.

15.3 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of Earnest Money deposit.

In case the information / document furnished by the vendor / contractor forming the basis of evaluation of his bid is found to be false / forge after award of the contract, GAIL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor /contractor without any prejudice to the rights available to GAIL under the contract such as forfeiture of CPBG/security Deposit, withholding of payment etc.

In case this issue of submission of false document comes to the notice after execution of work, GAIL shall have full right to forfeit any amount due to the Vendor/Contractor along with forfeiture of CPBG/Security Deposit furnished by the Vendor/Contractor.

Further, such bidder/vendor/Contractor shall be put on Blacklist/Holiday list of GAIL debarring them from future business with GAIL.

#### **16.0 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:**

16.1 Pursuant to ITB Clause 11, the bidder shall furnish, as part of the bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services which the bidder proposes to supply under the Contract.

16.2 The documentary evidence of the goods and services' conformity to the Bidding Documents may be in the form of literature, drawings or data, and shall furnish:

- a) Detailed description of the essential technical and performance characteristics of the goods;
- b) A clause-by-clause commentary on the PURCHASER'S Technical specifications demonstrating the goods and services' substantial responsiveness to the specifications.

16.3 For purpose of the commentary to be furnished under Clause-15.2 above, the bidder shall note that standards for workmanship, material and equipment, and reference to brand names or catalogue numbers, designated by the PURCHASER in its Technical Specifications are intended to be descriptive only and not restrictive.

**17.0 Period of Validity of Bids:**

- 17.1 The bid shall remain valid for acceptance for **Three (3) months** from the final bid due date. PURCHASER shall reject a bid valid for a shorter period being non-responsive.
- 17.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder to extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax / post/ 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 ITB Clause 17.0 in all respects.

**18.0 EMD / Bid Security:**

- 18.1 Pursuant to ITB Clause-10, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.
- 18.2 The bid security is required to protect the PURCHASER against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause-18.7
- 18.3 The bid security in US Dollars for bidders quoting in foreign currency and Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of GAIL (India) Limited, payable at State Bank of India, Pata (India) (issued by Indian Nationalized / Scheduled bank or first class International bank) or in the form of Bank Guarantee as per format enclosed in the Bidding Document.

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 Bank Guarantee, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Domestic 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 Nationalized 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.

The Bid Security submitted through BG/Letter of Credit shall be valid for two (02) months beyond the validity of the Bid as specified in Clause 17 of ITB.

- 18.4 Any bid not secured in accordance with ITB Clause 18.1 and 18.3 may be rejected by the PURCHASER as non-responsive.
- 18.5 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 the PURCHASER, pursuant to ITB Clause-17.

Signature of Bidder:

- 18.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause-41 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-42.
- 18.7 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 Purchase Order in accordance with ITB Clause-41 or
    - ii) to furnish Performance Guarantee in accordance with ITB Clause-42
    - iii) to accept correction of errors pursuant to ITB Clause-31.0
  - c) If the Bidder changes the proposed manufacturer/technical specification etc. after submission of his bid.
- 18.8 Bid Security should be in favour of GAIL (India) Limited and addressed to GAIL Pata. Bid Security must indicate the **Bid Document number and the item** for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be in the form provided in the Bidding Document.
- 18.9 Exemption of submission of EMD/Bid bond granted for the following firms against submission of documentary proof.
- Public Sector Undertakings.
  - Firms registered with NSIC will be exempted from payment of Earnest money/Bid Bond provided they are registered for the items they intend to quote against GAIL tender.
  - Small scale Industries units registered with the NSIC, under its single point registration scheme.
  - Also refer Public procurement Policy for MSEs clause no 34 in this section.
- 19.0 Pre-Bid meeting:**
- 19.1 The bidder(s) or his designated representative, who are interested to submit their bid are invited to attend a pre-bid meeting which will take place at GAIL (India) Limited, Polymer Bhawan, C&P Meeting Room, Pata, Dist. Auraiya (U.P.) India on the schedule date & time as specified in the IFB.
- 19.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 19.3 The bidder is requested, as far as possible, to submit any questions by courier or by fax/e-mail (**exactly in Format F3- bidders query**) to reach GAIL's office not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.
- 19.4 The salient queries raised and the responses thereof will be transmitted (without identifying the sources of the question) through an Addendum/Corrigendum.
- 19.5 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

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**20.0 Format and Signing of Bid (Please see Annexure-I, ITB for e-tendering):**

- 20.1 The documents of the bid shall be typed or written in indelible ink and shall be signed by the person or persons duly authorised to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except any catalogues/ literatures shall be signed and sealed by the person or persons signing the bid.
- 20.2 The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the bid.

**21.0 Zero Deviation:**

- 21.1 Bidders to note that this is a **zero deviation tender**. GAIL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC-Goods), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of supply, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that GAIL may not seek any technical and commercial clarifications after the receipt of the bids. **Bids with any deviation to the bid conditions shall be liable for rejection.**

**22.0 E-Payment:**

- 22.1 GAIL (India) Limited has initiated payments to Indian suppliers and contractors electronically, through e-banking be made to the bidder, in case order is placed on him. Further, the bidder should give their account number and other details in any one of the above banks to facilitate payment through e-banking.

**D. SUBMISSION OF BIDS**

- 23.0 Sealing and Marking/Uploading of Bids:** Please refer IFB.

**24.0 Deadline for Submission of Bid:**

- 24.1 The PURCHASER may, 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 the submission of bids in which case all rights and obligations of the PURCHASER and the bidders, previously subject to the bid due date, shall thereafter be subject to the deadline as extended.

**25.0 Late Bids:**

- 25.1 The e-tendering system does not allow any bids to be submitted after the scheduled due date and time.

**26.0 Modification and Withdrawal of Bids:**

- 26.1 The bidder may modify or withdraw his bid after the bid submission, but before the due date of submission.
- 26.2 No bid can be modified after the deadline for submission of bids.

**E. OPENING AND EVALUATION OF BIDS**

**27.0 Bid Opening:**

**28.0 UNPRICED TECHNO-COMMERCIAL BID OPENING:**

- 28.1 The Purchaser will open bids (Part-I & III) including withdrawals and modifications made pursuant to Clause 26 of ITB), at date, time as stipulated in IFB.

Signature of Bidder:

### **27.1.1 Process to be Confidential:**

27.1.1.1 Information relating to the examination, clarifications, evaluation and comparison of bids and recommendations for the order, shall not be disclosed to bidders or any other person officially concerned with such process. Any effort by a bidder to influence the GAIL while processing the bid or award decision in any manner may result in rejection of such bid(s) and GAIL may initiate action against such bidders as deemed fit including putting them on "Holiday List".

### **27.1.2 Contacting the Purchaser**

27.1.2.1 From the time of the bid opening to the time of the release of order, if any bidder wishes to contact the Purchaser for any matter relating to the bid it should do so in writing.

### **27.1.3 Preliminary Examination of Bids:**

#### **27.1.3.1 Techno-Commercial Bid Evaluation:**

27.1.3.2 The PURCHASER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

27.1.3.3 Prior to the detailed evaluation, the PURCHASER will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For purposes of this determination, a responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without deviations, objections, conditionality or reservations.

27.1.3.4 No deviation, whatsoever, is permitted in the Bidding Documents.

27.1.3.5 The Purchaser will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

- (a) Overall completeness and compliance with the Technical Specifications; quality function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
- (b) Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.
- (c) Requisite forms contain all necessary information including those required for meeting qualifying criteria stipulated in the Bidding Document.

**27.1.4** The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause – 32 Bids not conforming to Bid Evaluation Criteria Appendix – 1 to IFB and technical specifications/requirements shall be rejected.

### **29.0 REJECTION CRITERIA:**

Bidders are advised to submit their bid strictly as per the terms and conditions of the bid document. In the event of deviation(s) stipulated by the bidder their bid shall be considered incomplete/non-responsive and the bid shall be liable for rejection. The following shall constitute REJECTION CRITERIA for this tender and bid may be summarily rejected if any deviation(s) to these conditions found in bid –



- i) Non-submission of EMD
- ii) Non-meeting BEC
- iii) Bids not submitted thru' e-tendering portal.
- iv) Bid Validity less than 3 months from final bid closing
- v) Non-acceptance of delivery period
- vi) Non-acceptance of Performance Guarantee
- vii) Non-acceptance of PRS clause
- viii) Non acceptance of Guarantee /Warranty clause
- ix) Non-submission of Firm and Fixed Price
- x) Non-submission of rate as per price schedule format (with all desired break-up i.e. Ex-works, taxes, duties, freight etc) The bid will be rejected in case written as actuals or to pay extra
- xi) Non-acceptance of Resolution of Disputes/Arbitration Clause, applicable laws & Jurisdiction clause and force majeure etc.
- xii) Any deviation to scope of supply, specification etc.

**30.0 Priced Bid Opening:**

- 30.1 The Purchaser shall inform the time, date and venue for priced bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation.
- 30.2 The PURCHASER will open priced bids of all bidders notified to attend priced bid opening, in the presence of authorized bidders' representatives. The bidders' representatives, who are present, shall sign bid-opening register evidencing their attendance.
- 30.3 The bidders' names, bid prices, and such other details as the PURCHASER, at its discretion, may consider appropriate will be announced at the opening.

**31.0 Arithmetic Correction**

- 31.1 The bids will be checked for any arithmetical errors as follows:
- 31.2 In case of any discrepancy between prices in words and prices in figures, the prices in words shall be valid and binding. In case of any error in total indicated by the Bidder, the unit price alone shall be considered valid and binding on the Bidder.
- 31.3 If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

**32.0 EVALUATION AND COMPARISON OF BIDS**

**The evaluation of all the responsive bids for supplies shall be done item wise as under to arrive at the lowest evaluated offer.**

- a. Ex-works price quoted by the bidder
- b. (+)Packing & Forwarding (if any) as quoted (if percentage mentioned, then calculated on a.)
- c. (+)Quoted rate of Excise Duty & Educational cess (if any) [if percentage mentioned, then calculated on (a+b)]
- d. (+)Quoted rate of Sales tax against form-C / VAT [if percentage mentioned, then calculated on (a+b+c)]
- e. (+)Transportation charges up to site as quoted [if percentage mentioned, then calculated on (a)]
- f. (+)Inspection/testing charges or any other charges/taxes/duties mentioned by the bidder in price schedule format.

Signature of Bidder:

**g. (-) Amount of ED mentioned (i) above or amount of Cenvat benefit against ED to be passed on to GAIL, whichever is lower (refer Price schedule).**

In case of statutory changes, the rate of ED & Cess, CST/VAT considered for evaluation shall be prevailing rate as on final date of Un priced Bid opening.

The evaluated price of all the bidders as above shall be compared together to arrive at the lowest offer as per F.O.T. site basis inclusive of all duties and taxes and freight up to Pata site + Commercial/Technical loading, (if any) (-) cenvat benefit as mentioned above.

Bidders are required to provide cenvat invoice to enable GAIL to avail cenvat benefit. In case the % or the amount of cenvat benefit is not mentioned (left blank) then same shall be considered as included and the ED mentioned will be taken as the cenvat benefit to be passed on to GAIL

NOTE: **Price has to be quoted strictly in the price schedule format only with all desired break-up i.e. Ex-works, taxes, duties, freight etc. The bid will be rejected in case written as actuals or to pay extra**

**33.0 Purchase Preference:**

33.1 Purchase preference to Central Government Public Sector Undertaking shall be allowed as per Government instructions in vogue

**34.0 Public Procurement Policy from (MSEs):**

34.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of Tender Documents (in case of Open Tenders) to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L-1 +15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L-1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.
- iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.

- v) In case of tendered item is non-splitable or non-dividable, MSE quoting price within price band L1(other than MSE) + 15%, may be awarded for full/complete value of supplies/contract subject to matching L1 price.
- vi) The MSE owned by SC/ST entrepreneurs shall mean:
- a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST.
  - b) In case of partnership MSE, the SC/ST partner shall be holding at least 51% share in the unit.
  - c) In case of Private Limited Companies, at least 51% share is held by SC/ST.
- If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

vii) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

- a) **Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.**
- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.

34.2 If against an order placed by GAIL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/bill.

### **35.0 CENTRAL EXCISE DUTY**

35.1 The quoted rate should be inclusive of all taxes duties as well as Central Excise Duty and applicable cess thereon. The bidder is required to mention the applicable rate and amount of Central Excise duty and cess thereon, as applicable on the final due date of the bid submission.

Signature of Bidder:

Central Excise Duty and cess thereon shall be paid as per the rates/amount mentioned by the bidder in their offer on submission of documentary evidence / invoices issued under applicable provisions of Central Excise Law. Even in the event of statutory variation of Central Excise Duty and Cess thereon within the contract period (except on account of variation / change in the turnover of contractor), the same shall be paid by GAIL against documentary evidence.

35.2 In case the bidder procure the material from a vendor / sub-vendor for onward delivery to GAIL, Pata, then the name of the bidder may appear as 'buyer' and the name, address & details of GAIL (India) Limited, Pata shall appear as 'Consignee' on the Excise Invoice so as to enable GAIL, Pata to avail CENVAT Credit.

35.3 The supplier shall mention the following particulars of GAIL (India) Limited, Pata on the Excise Invoice. Besides following, if any other particulars of GAIL, Pata as consignee are required to be mentioned, if any, under Central Excise law on the date of dispatch, the same shall also be mentioned on the Invoice.

Consignee	GAIL (India) Limited Pata District: Auraiya Uttar Pradesh PIN 206 241
Consignee's ECC No.	AAACG1209JXM006
Central Excise Range	C3
Central Excise Division	C, LTU NBCC Plaza, Saket, New Delhi
Central Excise Commissionerate	LTU-Delhi,
Consignee's TIN No.	9828900731C
Consignee's CST No.	9828900731C

35.4 The supplies shall be accompanied with proper Excise Invoice as required under the Central Excise Law as applicable on the date of dispatch.

35.5 The bidder shall hand over the proper Invoice to GAIL, Pata in order to enable GAIL to avail CENVAT Credit. It shall be the responsibility of the bidder to pass on the CENVAT Credit benefit to GAIL (India) Limited, Pata, wherever applicable. In case GAIL losses any benefit/amount of CENVAT Credit, due to any fault of the bidder (eg. non submission of proper invoice timely), which could otherwise have been availed by GAIL (India) Limited, as per Rules, the same shall be recoverable from the contractor / not paid to the contractor.

## **F. AWARD OF CONTRACT**

### **36.0 Post Qualification:**

36.1 In the absence of prequalification, the PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.

36.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the PURCHASER deems necessary and appropriate.

36.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.

**37.0 Award Criteria:**

37.1 The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**38.0 PURCHASER's Right to Vary Quantities at Time of Award:**

PURCHASER reserves the right at the time of award of ORDER to increase or decrease by upto 15 % the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.

**39.0 PURCHASER's Right To Accept Any Bid And To reject Any or All Bids:**

PURCHASER 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 the PURCHASER'S ACTION.

**40.0 Notification of Award / Fax of Intent:**

40.1 Prior to the expiration of period of bid validity the PURCHASER will notify the successful bidder in writing by fax or e-mail 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.

40.2 Delivery shall be counted from the date of notification of award / Fax of Intent.

40.3 Upon the successful bidder's furnishing of contract performance bank guarantee, pursuant to ITB Clause-43, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to ITB Clause-17.

**41.0 Acceptance of Purchase Order:**

PURCHASER will issue the Purchase Order to the successful bidder, who, within 15 days of receipt of the same, shall sign all pages and return the acceptance copy to the PURCHASER.

**42.0 Performance Guarantee:**

42.1 Within 15 days of the receipt of the notification of award / Fax of Intent from the PURCHASER, the successful bidder shall furnish the performance guarantee for 10% of order value through DD/BG/LC in accordance with provisions of **General Conditions of Contract** (GCC-Goods) in the form provided in the bidding documents.

42.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.

42.3 The performance guarantee shall be denominated in the currency of the CONTRACT.

Signature of Bidder:

42.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.

42.5 The performance guarantee shall be towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 Crores and a declaration to this effect 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 Clause-12 of General Conditions of Contract (GCC-Goods).

42.6 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

**43.0 Income Tax Liability:**

43.1 The bidder will have to bear all income tax liability, if any both Corporate as well as for his personnel.

**44.0 Corrupt or Fraudulent Practices:**

44.1 The Purchaser requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser:

- a) Defines, for the purposes of this provision, the terms set forth below as follows :
  - i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing 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 Purchaser, 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 Purchaser 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, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

**45.0 Settlement of disputes between Government Department and another and One Government Department and Public Enterprise and one Public Enterprise and another:**

Settlement of disputes between Government Department and another and One Government Department and Public Enterprise and one Public Enterprise and another, the Arbitration shall be as follows:

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

**46.0 ERRANT BIDDERS:**

In case after price bid opening, the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, GAIL shall forfeit Earnest Money paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job (s) / item(s).

**47.0 REASON FOR REJECTION:**

*Bidder if so desires may seek in writing the reasons for rejection of their bid, to which GAIL shall respond quickly*

**48.0 SUBMISSION OF FALSE/FORGED DOCUMENTS:**

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

**49.0 ROAD PERMIT**

- (a) GAIL, Pata will issue Road permit (Form-38) under UP VAT Rules 2008 for transportation of ordered goods to Pata from outside UP on Supplier's request. This road permit shall be issued to the following suppliers:
  - (I) Supplier is outside UP
  - (II) Supplier is within UP but quoted the rate on E- 1 sale.
  - (III) Supplier is within UP but their factory is outside UP.
- (b) As road permit is valid is for three months from the date of issuance hence supplier should send the request for requirement of road permit once ordered material is ready to

Signature of Bidder:

despatch. In case , it is expired/lost at the time of despatch, new road permit shall be issued under following conditions:

- (i) In case , it is lost, new road permit shall be issued once getting the following documents in original at our end
  - (I) FIR copy
  - (II) Undertaking in non-judicial stamp paper of Rs.100/- duly notarized that it is lost in transit and not misused in despatching the material other than GAIL ordered material.
  - (III) A copy of power of attorney who will sign the above undertaking
- (ii) In case , it is expired, new road permit shall be issued once getting the expired road permit.

It may be noted that GAIL will not issue any extension in deliver period in issuance of new road permit as a replacement. Further non-submission of above documents, a penalty of Rs.1,00,000/- against each road permit may be withheld/recovered from any outstanding bills.
- (c) Supplier should ensure the following before despatching the ordered material at GAIL, Pata
  - (I) To ensure that road permit shall be valid till delivering of material at GAIL, Pata.
  - (II) To ensure that all the relevant data in Form 38 is filled up completely .

Sale Tax authority in UP may seize the goods against non-compliance of above information and they will impose the heavy penalty based on goods value for which GAIL, Pata shall not be responsible and you will have to clear the goods directly from Sale Tax Authority after completing all formalities as per Sale Tax Rules. Moreover , material under seizure with Sale Tax Authority , shall be at your risk and cost .



Tender Document No : **GAIL/PATA/C&P/20049958/PP [E-Tender No. 800006531]**  
Tender Subject : **PROCUREMENT OF TRANSFORMER OIL FOR GAIL (INDIA)  
LIMITED, PATA (UP) INDIA**

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# **SECTION- II**

## **General Conditions Of Contract-Goods (GCC-Goods)**

Signature of Bidder:

## General Conditions of Contract-GOODS

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**1 Definitions**

- In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:
- 1.1 BIDDER : Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.2 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.3 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.4 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.5 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.
- 1.6 DELIVERY terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.
- 1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.8 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.9 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.
- 1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.
- 1.13 PURCHASER/ OWNER/GAIL shall mean GAIL (INDIA) LIMITED (GAIL) having its registered office at 16, BHIKAIJI CAMA PLACE, R.K.PURAM, NEW DELHI-110066 (INDIA). The term PURCHASER includes successors, assigns of GAIL.
- 1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.  
PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.  
Quantities – Bills of quantities  
Bills of quantities  
Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.
- 1.15 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.16 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.17 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.19 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.21 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
- 1.22 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- 1.23 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.

**2 Seller To Inform**

- 2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.

**3 Application**

- 3.1 These General Conditions of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

**4 Country of Origin**

- 4.1 For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

Signature of Bidder:

## **5 Scope of Contract**

- 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.
- 5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.
- 5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.
- 5.4 The SELLER shall furnish 2 (two) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.
- 5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER consequent to furnishing of incorrect data/drawings.
- 5.6 All dimensions and weight should be in metric system.
- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts(State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.
- 5.9 Specifications, design and drawings issued to the SELLER alongwith RFQ and CONTRACT are not sold or given but loaned. These shall remain property of PURCHASER or its assigns and are subject to recall by PURCHASER. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER. All such details shall be kept confidential.
- 5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

## **6 Standards**

- 6.1 The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

## **7 Instructions, Direction & Correspondence**

- 7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.
- All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER.
  - All the work shall be carried out under the direction of and to the satisfaction of PURCHASER
  - All communications including technical/commercial clarifications and/or comments shall be addressed to PURCHASER and shall always bear reference to the CONTRACT.
  - Invoices for payment against CONTRACT shall be addressed to PURCHASER.
  - The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading/LR, etc.

## **8 Contract Obligations**

- 8.1 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

## **9 Modification In Contract**

- 9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.
- 9.2 PURCHASER shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

## **10 Use of Contract Documents & Information**

- 10.1 The Seller shall not, without the Purchaser's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.

## **11 Patent Rights, Liability & Compliance of Regulations**

- 11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER may have to pay or incur by reason of any such suit or proceedings.
- 11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.

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11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.

11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.

## **12 Contract cum Performance Bank Guarantee (CPBG)**

Within 15 days after the SELLER'S receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.

The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER'S failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee / Guarantee.

The performance guarantee shall be denominated in the currency of the CONTRACT.

The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.

## **13 Inspection, Testing & Expediting**

13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.

13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.

13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.

13.4 The PURCHASER'S right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER'S country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.

13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.

13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.

13.7 In order to enable PURCHASER'S representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER'S representatives in getting visas in the shortest possible time (applicable only in case of foreign order).

13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other aPelargonic Acidratus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.

13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.

13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.

13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.

13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER'S cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.

13.13 Nothing in Article-13 shall in any way release the SELLER from any warrantee or other obligations under this CONTRACT.

13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.

## **13.15 Inspection & Rejection of Materials by consignees**

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

## **14 Time Schedule**

14.1 Time Schedule Network/Bar Chart

14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.

14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.

Signature of Bidder:

- 14.2 Progress Trend Chart/Monthly Report  
14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.  
14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.  
14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart alongwith CONTRACT confirmation.  
14.3.1 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.  
14.3.2 Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to PURCHASER, at the earliest possible date of any anticipated delay in the progress.
- 14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER, the PURCHASER shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER shall, in addition, have the right to encash Performance Guarantee in full or part (if applicable).

#### **15 Delivery & Documents**

- 15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.  
15.2 Delivery shall be deemed to have been made :  
a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.  
b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.  
c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/ at the designated site(s).  
15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER. Any request concerning delay will be void unless accepted by PURCHASER through a modification to the CONTRACT.  
15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER.  
15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.  
15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.  
15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.  
15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation & Specifications enclosed.

#### **16 Transit Risk Insurance**

- 16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.  
16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser.  
Insurance Requirements:  
Indigenous Bidders : Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by GAIL.  
Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by GAIL.  
The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardized. The Seller shall furnish the cost of materials against each equipment.

#### **17. Transportation**

- 17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.  
17.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

#### **18 Incidental Services**

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

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

#### **19 Spare Parts and Maintenance Tools**

- 19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.
- 19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and
- 19.1.2 In the event of termination of production of the spare parts:
- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
  - ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.
- 19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for
- 19.2.1 The construction, execution and commissioning.
- 19.2.2 Two years operation and maintenance.
- 19.3 Spare parts shall be new and of first class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.
- 19.4 Type and sizes of bearings shall be clearly indicated.
- 19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- 19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.
- 19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.

#### **20 Guarantee**

- 20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.  
No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by PURCHASER) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects all operating conditions, if any, specified in the Contract.  
If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to **12 months from the date of installation or 18 months from the date of delivery whichever is earlier**, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfill the foregoing guarantees.  
PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.  
In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.
- 20.2 PERFORMANCE GUARANTEE OF EQUIPMENT
- 20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.
- 20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.
- 20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/ shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfill the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER in this regard shall be to SELLER's account.

#### **21 Terms of Payment**

- 21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
- 21.5 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price alongwith exchange rates used in such calculations these exchange rates shall be maintained.

Signature of Bidder:

General Notes:

1. All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalized Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent.
2. For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
3. Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
4. All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder.
5. Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
6. No interest charges for delay in payments, if any, shall be payable by PURCHASER.
7. In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself.
8. Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

**22 Prices**

- 22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.

**23 Subletting & Assignment**

- 23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

**24 Time as Essence of Contract**

- 24.1 The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

**25 Delays In The Seller's Performance**

- 25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to:
- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or
  - ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or
  - iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.
- 25.1 Any inexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee (if applicable), imposition of price reduction for delay in delivery and termination of the contract for default.

**26 Price Reduction Schedule For Delayed Delivery**

- 26.1 Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.
- 26.1.1 Deductions shall apply as per following formula:  
In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by 1/2% (Half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (Five percent) of the total contract price.
- 26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.
- 26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee (if applicable).
- 26.4 In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @½ % of the delayed delivery value maximum upto 5% of the total order value  
Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

**27 Rejections, Removal of Rejected Equipment & Replacement**

- 27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice Purchaser's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.



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- 27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.
- 27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.
- 27.4 EQUIPMENT rejected by the PURCHASER shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.
- 27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

## **28 Termination of Contract**

- 28.1 Termination for Default
- 28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:
- A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
- B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and
- C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.
- 28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.
- 28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by GAIL (India) Ltd. Against any type of tender nor their offer will be considered by GAIL against any ongoing tender (s) where contract between GAIL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by GAIL (India) Ltd. to such VENDOR.
- 28.2 Termination for Insolvency  
The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PURCHASER.
- 28.3 Termination for Convenience
- 28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.
- 28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:
- a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or
- b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

## **29 Force Majeure**

- 29.1 Shall mean and be limited to the following:
- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightning or other natural physical disaster.
- d) Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER.

The SELLER shall advise PURCHASER by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

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

SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.

## **30 Resolution of Disputes/Arbitration**

- 30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.
- 30.3 **Legal Construction**

The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Union Territory of New Delhi.

## **30.4 Arbitration**

All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator.

Signature of Bidder:

The PURCHASER (GAIL (India) Limited) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.

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

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

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

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

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

### **30.5 Addendum to this Clause No. 30:**

- i) GAIL (India) Limited has framed the conciliation rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and conciliation act 1986 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site [www.gailonline.com](http://www.gailonline.com) for reference. Unless otherwise specified. The matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/ disputes which can not be mutually resolved within a reasonable time, all disputes shall be settled in accordance with Conciliation Rules 2010.
- ii) Any disputes(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the afore said rules.
- iii) In case of any disputes(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a disputes(s) / difference(s) / issue(s) between b / amongst the Parties and the such a Party wishes to refer the disputes(s)/difference(s)/issue(s) Conciliation such invitation for Conciliation shall contain sufficient information as to the disputes(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the disputes(s)/difference(s)/issue(s), the amount of monetary claim, if any, and cause(s) of action.
- iv) Conciliation proceedings commence when the other Party (ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceeding.
- v) If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she send the invitation, or within such other period of time as specified in the invitation. He/she may elect to treat this as a rejection of the invitation to conciliation. If he/she so elect, he/she shall inform the other Party(ies) accordingly.
- vi) Where invitation for Conciliation has been furnished, the parties shall attempt to settle such disputes(s) amicably under part-III of the Indian Arbitration and Conciliation Act. 1996 and GAIL (India) Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Disputes Resolution Mechanism that the parties hereto shall go for Arbitration. For the purpose of this clause. The option of 'Conciliation' shall be deemed to have been exhausted even in case of rejection of 'Conciliation' by any of the Parties.
- vii) The cost of Conciliation proceeding including but not limited to fees for Conciliation(s), Airfare, Local Transport, Accommodation, Cost towards conference facility etc. shall be borne by the parties equally.
- viii) The Parties shall freeze claim(s) of interest, if any and shall not claim the same during the pendency of Conciliation proceeding. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date Settlement Agreement.

### **31 Governing Language**

- 31.1 The Contract shall be written in English language as specified by the PURCHASER/ in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

### **32 Notices**

- 32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.
- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **33 Taxes & Duties**

- 33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the PURCHASER's country.
- 33.2 A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.
- 33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.

33.4 Any income tax payable in respect of supervisory services rendered by Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

**34 Books & Records**

34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

**35 Permits & Certificates**

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

**36 General**

36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.

**36.2 Losses due to non-compliance of Instructions**

Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER in connection with the contract execution shall be recoverable from the SELLER.

**36.3 Recovery of sums due**

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

**36.4 Payments, etc. not to affect rights of the PURCHASER**

No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.

**36.5 Cut-off Dates**

No claims or correspondence on this Contract shall be entertained by the PURCHASER after 90 days after expiry of the performance guarantee (from the date of final extension, if any)

**36.6 Paragraph heading**

The paragraph heading in these conditions shall not affect the construction thereof.

**37 Import License**

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

**38 FALL CLAUSE -NOT APPLICABLE**

**39 Publicity & Advertising**

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

**40 Repeat Order**

40.1 PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the total order qty. without any change in unit price or other terms and conditions.

**41 Limitation of Liability**

41.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

\*\*\*\*\*

Signature of Bidder:

# **Section – III**

# **Special Condition of Contract**

**(SCC)**

**Special Conditions Of Contract & Scope Of Supply**

The terms and conditions enumerated herein shall supersede the terms and conditions mentioned elsewhere in the tender document.

**1. Delivery schedule:**

The Delivery period shall be 45 days from the date of placement of FOA / Purchase Order, whichever is earlier.

(The date of receipt of material at GAIL, PATA shall be considered as date of delivery)

**2. Payment Terms:**

100% payment within 15 days from the date of receipt and acceptance of material at site.

**3. Price Reduction Schedule (PRS):** Applicable on unsupplied portion only as per GCC clause no. 26

**4. Guarantee / Warranty:**

The material will be guaranteed / warranted under normal condition for its satisfactory use for 18 months from the date of dispatch.

**5. Vendor has to supply 40,000 Ltr of transformer oil in steel drums of 210 liter (Non-Returnable)**

**6. Each drum of supply will bear batch no of the transformer oil and Sl. No. of the drums.**

**7. Supply has to be done preferably in one lot.**

**8. Bidder should confirm all the technical parameter as per attached annexure A at the time of bidding.**

**9. At the time of supply, test certificate from NABL ACCREDITED laboratory is to be submitted for all the technical parameters as per attached annexure A for each drum serial number.**

Test certificate will bear Batch No and Sl. No. of drums for correlation.

**10. Rate quoted will be inclusive of sample collection, testing, NABL certification charges, etc. No separate charges will be given extra for testing.**

**11. Maximum +/- 5% variation tolerance on the total Qty. allowed during the time of supply.**

Signature of Bidder:

Tender Document No : **GAIL/PATA/C&P/20049958/PP [E-Tender No. 800006531]**  
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LIMITED, PATA (UP) INDIA**

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## **Section IV**

# **FORMS & FORMATS**

Tender Document No : **GAIL/PATA/C&P/20049958/PP [E-Tender No. 800006531]**  
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LIMITED, PATA (UP) INDIA**

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### Acknowledgement cum consent letter

(Within 7 days of receipt of Bidding document, Bidder shall acknowledge the receipt and confirm their intention to Bid against this tender through e-mail to [twinkle.bala@gail.co.in](mailto:twinkle.bala@gail.co.in) or FAX with duly filled-up this Format. In case of no reply or No Offer, it will be considered that bidder is not interested and No Further Tender will be issued in future)

To,  
ET (C&P)  
GAIL (India) Ltd.  
Pata (India) Attn: Ms. Twinkle Bala  
FAX: +91 5683 282446

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/work.

We undertake that the contents of the above bidding document shall be kept confidential and further that the drawings, specifications and documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

- A) We intend to bid as requested for the subject item/work and furnish following details with respect to our quoting office:
- (i) Postal Address : .....
  - (ii) Telephone Number : .....
  - (iii) Telefax Number : .....
  - (iv) Contact Person : .....
  - (v) E-mail Address : .....
  - (vi) Website : .....
- B) Details of Contact person:
- (i) Postal Address : .....
  - (ii) Telephone Number : .....
  - (iii) Fax Number : .....
  - (iv) Contact Person : .....
  - (v) E-mail Address : .....
  - (vi) Mobile No.- : .....
- C) We are unable to bid for the reasons given below and we are returning back the entire set of bidding documents.
- The item/service does not fall in our product/servicing range
  - We do not meet BEC (Bid Evaluation Criteria) as specified in tender
  - We cannot meet the technical specifications as specified in tender
  - There is an order overbooking
  - We need some more time for submission of offer and hence request for extension of bid submission date
  - Any other reason (please specify)

---

Agency's Name	:	.....	Signature	:	.....
Date	:	.....	Name	:	.....
Seal/Stamp	:	.....	Designation	:	.....

Signature of Bidder:

Tender Document No : **GAIL/PATA/C&P/20049958/PP [E-Tender No. 800006531]**  
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LIMITED, PATA (UP) INDIA**

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**BIDDER'S GENERAL INFORMATION**

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To,  
ET (C&P)  
GAIL (India) Ltd.  
Pata (India) Attn: Ms. Twinkle Bala  
FAX: +91 5683 282446

- 1 Bidder Name: \_\_\_\_\_
- 2 Number of Years in Operation: \_\_\_\_\_
- 3 Registered Address: \_\_\_\_\_  
\_\_\_\_\_
- 4 Operation Address  
if different from above:  
\_\_\_\_\_  
\_\_\_\_\_
- 5 Telephone Number \_\_\_\_\_  
(Country Code) (Area Code) (Telephone Number)  
Mobile No./Direct No. \_\_\_\_\_
- 6 E-mail address & Web Site \_\_\_\_\_
- 7 Tele fax Number \_\_\_\_\_  
(Country Code) (Area Code) (Telephone Number)
- 8 ISO Certification, if any {If yes, please furnish details}
- 9 Indicate Port of Shipment against this tender:  
(Only overseas vendors)
- 10 Indicate shipping detail(s) i.e. weight (net and gross) & volume of the consignment  
separately for each item quoted in price schedule.

(SIGNATURE OF BIDDER WITH SEAL)



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**BIDDER'S QUERIES FOR PRE BID MEETING**

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To,  
ET (C&P)  
GAIL (India) Ltd.  
Pata (India)  
FAX: +91 5683 282446

Attn: Ms. Twinkle Bala

SL. NO.	REFERENCE OF BIDDING DOCUMENT			BIDDER'S QUERY	GAIL'S REPLY
	SEC. NO.	Page No.	Clause No. Subject		

**NOTE:** The Pre-Bid Queries may be sent by fax to fax numbers 91-11-26185941 ext. 1959# or +91 5683 282446 and also by e-mail to [twinkle.bala@gail.co.in](mailto:twinkle.bala@gail.co.in) / [pp01959@gail.co.in](mailto:pp01959@gail.co.in) before due date for receipt of Bidder's queries.

**NAME OF BIDDER** : \_\_\_\_\_ **SIGNATURE OF BIDDER:** \_\_\_\_\_

Signature of Bidder:

Tender Document No : **GAIL/PATA/C&P/20049958/PP [E-Tender No. 800006531]**  
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PATA (UP) INDIA**

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**BID FORM**

**F-4**

To,  
ET (C&P)  
GAIL (India) Ltd.  
Pata (India) Attn: Ms. Twinkle Bala  
FAX: +91 5683 282446

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Dear Sir,

After examining/reviewing the Bidding Documents for -----including technical specifications, drawings, General and Special Purchase Conditions and schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job of ..... , the said Bid Documents, including Addenda Nos. \_\_\_\_\_.

We confirm that this bid is valid for a period of Three (3) 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 guarantee equal to 10% (ten per cent) of the Contract Price, for the due performance with in fifteen days of such award.

Until a final Purchase Order/Agreement is prepared, 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 fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

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

SEAL AND SIGNATURE

DATE:

Duly authorized to sign bid for and on behalf of M/s \_\_\_\_\_

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

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PATA (UP) INDIA**

## CHECK LIST OF DOCUMENTS

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**[BIDDERS ARE ESSENTIALLY REQUIRED TO FILL –UP THIS CHECK LIST BEFORE SEALING AND UPLOADING/FORWARDING THE BID TO AVOID REJECTION, DUE TO NON- COMPLIANCE AND NON-SUBMISSION OF DOCUMENTS. THIS FORMAT MUST BE SUBMITTED ALONGWITH YOUR OFFER DULY SIGNED & STAMPED]**

To,  
ET (C&P)  
GAIL (India) Ltd.  
Pata (India) Attn: Ms. Twinkle Bala  
FAX: +91 5683 282446

We are enclosing the following documents DULY INDEXED WITH PAGE NO. OF OFFER” in un-price bid (Part-I) along with confirmation as per tender requirement:

- 1) EMD Details: DD [ ] BG [ ] LC [ ]  
No... Date..... Amount- Rs.....Validity.....
- 2) Whether bidder has submitted scanned documents of all relevant documents in support of BEC (Bid Evaluation Criteria) and submitted thru' e-tender [Page- ]
- 3) Whether tender fee of requisite amount has been forwarded to GAIL, Pata before attending pre-bid meeting/within 7 days of online bid submission and copy uploaded along with offer. [YES/NO]
- 4) Whether EMD/bid Security of requisite amount has been forwarded to GAIL, Pata before of online bid submission, which must reach GAIL Pata within 7 days of bid closing date and copy uploaded along with offer. [YES/NO]
- 5) If the tender document is downloaded from web site, an undertaking on letter head has been submitted confirming that content of tender document is not modified/alterd, as per format enclosed. [Page- ]
- 6) Blank Price Schedule (i.e. without mentioning prices) duly signed submitted along with “UN-PRICED BID” [Page- ]
- 7) No Deviation Certificate [Page- ]
- 8) Power of Attorney in the name of the signatory to the Bidding Document [Page- ]
- 9) Duly filled-in and signed Agreed Terms and Conditions [Page- ]
- 10) Copy of Tender Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation of acceptance of all terms and conditions of the tender. [Page- ]
- 11) Confirm bid is submitted Under Two Bid System [YES/NO]
- 12) Bidder has signed and stamped the Volume-II/II of tender i.e. technical specification & scope of supply (duly signed with company seal affixed) and submitted with un-priced bid. [YES/NO]
- 13) Domestic Bidders only: Whether Bidder will submit CENVAT invoice for the full amount of Excise duty quoted in bid to enable GAIL to claim CENVAT benefit. [YES/NO]
- 14) Bidder confirms that they have submitted their bid (priced and un-priced) thru' e-tender mode only and have not sent the bid in physical form. Only the EMD and TENDER FEE and POA have been submitted in physical form and scanned copy of the EMD and TENDER FEE has been uploaded on e-tender portal. Further, if EMD and TENDER FEE (wherever applicable) is not received within 7 days of opening of un-priced bid, then the bid shall be rejected. [YES/NO]
- 15) Any other documents required as the ITB, GCC, Technical Questionnaire, SCC, Technical Specification, etc of tender document
  - i) [List out all such requirement and submissions] [Page- ]
  - ii) ----- [Page- ]

(SEAL AND SIGNATURE OF BIDDER)

Tender Document No : **GAIL/PATA/C&P/20049958/PP [E-Tender No. 800006531]**  
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PATA (UP) INDIA**

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**LETTER OF AUTHORITY**  
**PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING BID OPENING AND  
SUBSEQUENT NEGOTIATIONS/CONFERENCES**

Bidder Ref:.....

Date:

---

To,  
GAIL (India) Limited,  
POLYMER BHAWAN  
PATA, DISTT- AURAIYA (UP)  
INDIA - 206241  
SUB: **TENDER NO GAIL/PATA/C&P/20049958/PP [E-Tender No. 800006531]**  
**TRANSFORMER OIL AT GAIL (INDIA) LIMITED, PATA (UP) INDIA**

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Dear Sir,

With reference to subject tender We \_\_\_\_\_ hereby authorize following representative(s) to attend un-priced bid opening and price bid opening.

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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.

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Tender Subject : **PROCUREMENT OF TRANSFORMER OIL FOR GAIL (INDIA) LIMITED,  
PATA (UP) INDIA**

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**NO DEVIATION CONFIRMATION**

To,  
ET (C&P)  
GAIL (India) Ltd.  
Pata (India) Attn: Ms. Twinkle Bala  
FAX: +91 5683 282446

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 against subject tender and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

**(SEAL AND SIGNATURE OF BIDDER)**

**F-8**

**CERTIFICATE**

To,  
ET (C&P)  
GAIL (India) Ltd.  
Pata (India) Attn: Ms. Twinkle Bala  
FAX: +91 5683 282446

Dear Sir,

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

“We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood 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 authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement.”

Seal and Signature of Bidder

Tender Document No : GAIL/PATA/C&P/20049958/PP [E-Tender No. 800006531]  
Tender Subject : PROCUREMENT OF TRANSFORMER OIL FOR GAIL (INDIA) LIMITED,  
PATA (UP) INDIA

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**ANY PAYMENT FROM GAIL PATA INCLUDING RETURN OF EMD WILL BE ONLY THROUGH BANKING  
HENCE THE BIDDER HAS TO COMPULSORILY FILL UP THIS AND SUBMIT WITH THE BID**

**PARTICULARS OF VENDOR REQUIRED FOR PURPOSE OF MAKING PAYMENT THROUGH E-BANKING  
(VENDOR TO FORWARD THIS FORWARD DULY FILED AND SIGNED IN THEIR LETTER HEAD)**

- (1) Vendor/Customer Name: \_\_\_\_\_
- (2) Vendor/Customer Code: \_\_\_\_\_
- (3) Vendor/Customer Address: \_\_\_\_\_  
\_\_\_\_\_
- (4) Vendor/Customer email id: \_\_\_\_\_
- (5) Particulars of bank accounts:
- a. Name of bank: \_\_\_\_\_
  - b. Name of branch: \_\_\_\_\_
  - c. Branch code: \_\_\_\_\_
  - d. Address: \_\_\_\_\_  
\_\_\_\_\_
  - e. Telephone no \_\_\_\_\_
  - f. Type of account (current/saving): \_\_\_\_\_
  - g. Account number: \_\_\_\_\_
  - h. RTGS IFSC code of the bank branch: \_\_\_\_\_
  - i. NEFT IFSC code of the bank branch: \_\_\_\_\_
  - j. 9 digit MICR code : \_\_\_\_\_

I/we hereby authorize GAIL(India) Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declared that the particulars above are correct and complete. If any transaction is delayed or lost because of incomplete or incorrect information we would not hold the GAIL(India) Limited responsibility.

-----  
(Signature of vendor/Customer)

**BANK CERTIFICATE**

We certify that \_\_\_\_\_ has an Account no. \_\_\_\_\_ with us and we confirm that the details given above are correct as per our records.

**BANK STAMP:**

(Signature of the authorized officer of bank)

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PATA (UP) INDIA

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**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 )Ltd.,

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No \_\_\_\_\_  
M/s. \_\_\_\_\_ having their Registered / Head Office at  
\_\_\_\_\_ (hereinafter called the Tenderer) wish to participate in the said tender  
for \_\_\_\_\_

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

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

This guarantee shall be irrevocable and shall remain valid upto \_\_\_\_\_ [this date should be 6  
months after the date finally set out for closing of tender]. If any further extension of this guarantee is  
required, the same shall be extended to such required period on receiving instructions from  
M/s. \_\_\_\_\_  
whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this  
\_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ at \_\_\_\_\_.

WITNESS:

(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per  
Power of Attorney No. \_\_\_\_\_  
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. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bid Documents.
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.



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PATA (UP) INDIA

**F-13**

**CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE  
(PERFORMANCE SECURITY) - UNCONDITIONAL**

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

Bank Guarantee No.:

Date:

To  
GAIL (INDIA) LIMITED  
P.O.:PATA, DISTT. AURAIYA  
(U.P.) 206 041  
INDIA

M/s \_\_\_\_\_ have been  
awarded the work of \_\_\_\_\_  
for GAIL ( INDIA) LTD. , PATA, INDIA.

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

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

1. We \_\_\_\_\_  
hereby undertake and agree with you that if default shall be made by  
M/s \_\_\_\_\_ in performing any of the terms and conditions  
of the tender or in payment of any money payable to GAIL ( INDIA) LTD. we shall on demand  
pay without any recourse to the contractor to you in such manner as you may direct the said  
amount of 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.

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5. This guarantee shall be irrevocable and shall remain valid upto\_\_\_\_\_ If any further extension of this guarantee is required, the same shall be extended to such required period on receiving \_\_\_\_\_ instruction \_\_\_\_\_ from M/s. \_\_\_\_\_ on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Delhi Courts.
7. We have power to issue this guarantee in your 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,

\_\_\_\_\_  
By its Constituted Attorney Bank

(Signature of a person duly authorized to sign on behalf of the Bank.)

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### **INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE**

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Delhi.
2. The bank guarantee by bidders will be given from bank as specified in ITB.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a bank guarantee is issued by a commercial bank, then a letter to Purchaser 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.

**AGREED TERMS AND CONDITIONS**

(Bidders must confirm / comment to all points)

SL. NO.	DESCRIPTION	VENDOR'S REPLY/ CONFIRMATION (tick ✓ whichever is applicable)	
1.	<p><b><u>Rejection Criteria terms:</u></b></p> <p>a) submission of EMD  b) meeting BEC  c) Bids submitted thru' e-tendering portal.  d) Bid Validity not less than 3 months from final bid closing  e) Acceptance of delivery period  f) Acceptance of Performance Guarantee  g) Acceptance of PRS clause  h) Acceptance of Guarantee /Warranty clause  i) Submission of Firm and Fixed Price  j) Acceptance of Resolution of Disputes/Arbitration Clause, applicable laws &amp; Jurisdiction clause and force majeure etc.  k) No deviation to scope of supply, specification, SCC etc.  l) Submission of rate as per price schedule format (with all desired break-up i.e. Ex-works, taxes, duties, freight etc for) The bid will be rejected in case written as actuals or to pay extra</p>	<b>Confirmed / Not confirmed</b>	
2.	Bidder has not taken any deviation to the <b>Technical Specification</b> of tender. The same has been signed by authorized signatory with company seal affixed as token of acceptance and submitted with the un-priced bid.	<b>Yes</b>	<b>No</b>
3.	Bidder confirms that <b>PAYMENT TERMS</b> as per tender (refer Section IIIB of tender document) are acceptable.	<b>Yes</b>	<b>No</b>
5.	Bidder confirms that prices quoted by them are on F.O.T. Pata basis.	<b>Yes</b>	<b>No</b>
7.	<b>Part Order:</b> Confirm acceptance to <b>Part Order</b> (i.e. GAIL can place order for lower quantity than tendered quantity as per it's discretion)		
8.	<b>Repeat Order:</b> Confirm acceptance of REPEAT ORDER clause as per GCC	<b>Yes</b>	<b>No</b>
9.	<b>Confirmation of acceptance to the terms and conditions of tender document including its Corrigenda/addenda, if any, in totality</b>	<b>Yes</b>	<b>No</b>

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SL. NO.	DESCRIPTION	VENDOR'S REPLY/ CONFIRMATION (tick ✓ whichever is applicable)	
10.	Bidder Confirms that <b>blank/un-priced "Price Schedule"</b> format duly mentioning "QUOTED / NOT QUOTED" as applicable, under each column (please take care NOT to mention any price/rate in the said columns) <b>is submitted along with the technical bid</b>	Yes	No
11.	<b>Specify dispatch point (from where material will be dispatched to GAIL Pata)</b>		
12.	<p>a) Please confirm whether you are MSE and if so then you have submitted Documentary evidence that you are a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.</p> <p>b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.</p>		
13.	In case of contradiction between the confirmations given herein in this ATC and terms & conditions mentioned elsewhere in the offer, the confirmation given/confirmed herein ATC shall		
14.	Confirm Documentation & Testing charges as per Technical Specifications/Bid Document are inclusive in your quoted		
16.	<b>Inland Transit Insurance:</b> Bidder confirms that the Prices quoted <b>exclude</b> Inland Transit		
17.	Quoted prices shall be inclusive of all applicable taxes, duties, levies, etc. strictly in accordance with the terms and conditions specified in BID Document..		
18.	<b>EXCISE DUTY</b>		
A	<b>Excise Duty:</b> a. Tariff sub-heading no.  b. Confirm the present rate of Excise Duty (in %) considered in the price bid	a).....	b).....
B	Please indicate following break-up a) Cenvatable Excise Duty b) Non Cenvatable Excise Duty	a).....	b).....
C	Confirm whether you will submit <b>CENVATABLE INVOICE</b> to GAIL to enable GAIL to claim <b>CENVAT CREDIT/BENEFIT.</b>		
19.	<b>SALES TAX</b>		
A	Specify CST/ VAT		
B	Confirm the present rate of CST <b>against form 'C'</b> (in %) /		

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<b>SL. NO.</b>	<b>DESCRIPTION</b>	<b>VENDOR'S REPLY/ CONFIRMATION</b> (tick <input type="checkbox"/> whichever is applicable)
	VAT (in %) considered in the price bid:	
C	Only statutory variations, if any, in the present rate of ED & CST/VAT, up to contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor.	
20.	Confirm that in the event of order, bidder shall pass on the amount of Cenvat benefit to GAIL as mentioned by them in the price bid. Otherwise, GAIL shall deduct the differential amount.	
21.	Confirm that bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'. If same is noticed / found in future, the Bid submitted may be rejected / terminated at any stage.	
22.	Confirm that any correction in documents submitted in the Un-priced part has been initialed and with company seal affixed by the authorized person	
23.	Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly stated. This does not necessarily be cause for disqualification. However if this declaration is not furnished the bid shall be rejected as non-responsive.	
24.	Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to GAIL, but also for criminal proceedings under the relevant laws.	
25.	Confirm that the contents of the tender documents, its enclosures, amendment(s) /corrigenda/addenda etc. have not been modified or altered and in case, it is found that the tender document has been modified / altered by the bidder, the bid at any stage shall be liable for rejection.	
26	Confirm acceptance of submission of test certificates along with supply of material.	
27	Submitted catalogues along with the offer	
28	Please mention details of Owner/Partners/Proprietors/ Directors of the company.	
29	Does your organization have an environment policy? Does your organization certified to ISO14001, if so, since when? Does your organization use any environment friendly product in manufacturing/ packing/ distribution process etc? Details of any award received in the field of Environment, Safety and Health?	

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<b>SL. NO.</b>	<b>DESCRIPTION</b>	<b>VENDOR'S REPLY/ CONFIRMATION</b> (tick <input type="checkbox"/> whichever is applicable)
30	<b>Offer No. &amp; Date (Do not leave this blank)</b>	
31	Bidder's Name & Complete Address (PO will be issued in this name)	
32	Contact Details (Phone, Fax and e-mail ID)	

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

Company's Seal \_\_\_\_\_

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**Enterprise's Information with respect to the**

**F-15**

**Micro, Small and Medium Enterprises Development Act, 2006**

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

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

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

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

**Classification of enterprises engaged in:**

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

<b>Nature of enterprise</b>	<b>Investment in plant &amp; machinery (#)</b>
Micro	Does not exceed INR 25 Lac
Small	More than INR 25 Lac but does not exceed INR 5 Crores
Medium	More than INR 5 Crore but does not exceed INR 10 Crores

- Providing or rendering services

<b>Nature of Enterprise</b>	<b>Investment in equipment</b>
Micro	Does not exceed INR 10 Lac
Small	More than INR 10 Lac but does not exceed INR 2 Crores
Medium	More than INR 2 Crore but does not exceed INR 5 Crores

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

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

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

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

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

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

**"We (Bidder) are a supplier within the definition of section 2(n) of the MSMED Act \_\_\_\_\_ (Yes/No)."**

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

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

(SIGNATURE & STAMP OF THE BIDDER)



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## **Section V**

# **Price Schedule**

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**PRICE SCHEDULE/SCHEDULE OF RATES**

**OFFER**

**NAME OF BIDDER:** \_\_\_\_\_  
**NO.:** \_\_\_\_\_

Item no.	Brief Description (For Detail please refer technical specification of the tender document)	UOM	Qty.	Per unit Price Ex-works excluding packing forwarding and duties (Rs.)	Per Unit P&F Charges Applicable on (5) only		Per Unit Excise Duty applicable on (5)+(6) only		Per Unit CST with form-C /VAT applicable on (5)+(6)+(7) only		Per Unit Freight upto GAIL Site at Pata Applicable on (5) only	Per unit Amount of Cenvat benefit will be passed to GAIL	Per Unit FOT amount on "Net of Cenvat" basis	Total Amount FOT Site PATA on "Net of Cenvat" Basis
					%	Rs.	%	Rs.	%	Rs.				
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	
1	Transformer OIL As per Technical Specification at Annexure – A and Special Condition of Contract (SCC)	L	40000											12=(11*4) 11=(5+6+7 +8+9-10)

CENVAT INVOICE WILL BE SUBMITTED ---  -YES  -NO

**Note:**

- Price quoted above must be on FOT site basis, failing which offer is liable for **rejection**.
- In case freight charges up to Pata site indicated as 'Extra at Actuals' or to-pay basis without any value, then evaluation of such bid shall not be done, and treated as non-responsive bid.
- Rate quoted will be inclusive of sample collection, testing, NABL certification charges, etc. No separate charges should be quoted extra for Testing.

**PLACE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**(SIGNATURE OF BIDDER & COMPANY SEAL)**

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**GAIL (India) Limited**

*Gas & Beyond*

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**GAIL (India)**

**Limite d**

(A Government of India Undertaking-  
A Maharatna Company)

**BID DOCUMENT NO: GAIL/PATA/C&P/20049958/PP [E-Tender No. 800006531] Dated 15.05.2014**

**LIMITED DOMESTIC COMPETITIVE BIDDING  
(E-TENDER)**

**BID DOCUMENT**

**FOR**

**PROCUREMENT OF TRANSFORMER OIL  
AT  
GAIL (INDIA) LIMITED, PATA (UP) INDIA**

**BID DOCUMENT NO: GAIL/PATA/C&P/20049958/PP [E-Tender No. 800006531]**

**Volume 2 of 2  
(Technical)**

**Technical  
Specification**

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### Annexure -A

S.no	Specification of fresh transformer oil	Requirement of transformer oil	Reference to test method as per IS 335-1993 with latest amendments	Conformation from bidder
1	Appearance	The oil Shall be clear transparent and free from suspended matter or sediment	A representative sample of the oil shall be examined in 100mm thick layer at 27°C	
2	Density at 29.5°C	0.89gm/cm <sup>3</sup>	IS:1448/1977	
3	Kinetic Viscosity at 28°C	27Cst	IS:1448/1976	
4	Flash point pensky marten(closed)(min)	140°C	IS:1448/1970	
5	Pour point (Max)	(-)6°C	IS:1448/1970	
6	Neutralization Value			
a	Total acidity ,max	0.03mg/KOH/g	IS:1448/1967	
b	Inorganic acidity/Alkalinity	Nil		
7	Corrosive sulphar	Non corrosive	Annexure-B of ISS 335/1993	
8	Electric strength (BDV)(Min)			
a	New unfiltered oil	30KV(rms)	IS:335/1993	
b	New oil after filtration	60KV(rms)	IS:335/1993	
9	Dielectric dissipation factor (tan delta )at 90°C (max)	0.002	IS:6262-1971	
10	Specific resistance (resisitivy)(Min)			
a)	At 90°C	35x10 <sup>12</sup> Ohm-cm	IS:6103/1971	
b)	At 27°C	1500x10 <sup>12</sup> Ohm-Cm	IS:6103/1971	
11	Oxidation stability:			

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### Annexure -A

S.no	Specification of fresh transformer oil	Requirement of transformer oil	Reference to test method as per IS 335-1993 with latest amendments	Conformation from bidder
a)	Neutralization value after oxidation,(Max)	0.40 mg KOH/g	Annexure-C of IS:335/1993	
b)	Total sludge after Oxidation (Max)	0.10%by weight		
12	S.K value	4% to 8%	annexure -D of IS:335/1993	
13	Ageing characteristics after accelerated ageing (open breaker method with copper catalyst )		IS:12177/1987(Method A)	
a)	Specific resistance (resistivity )			
i	At 27*c	2.5x10*12 Ohm-cm		
ii	At90*c	0.2x10*12Ohm-cm		
b)	Dielectric dissipation factor (tan delta )at (max)	0.2	IS:6262/1971	
c)	Total acidity ,max	0.05mgKOH/g	IS:1448/1971	
d)	Total sludge value	0.05% by weight	Annexure -A of IS:12177	
14	Interfacial tension at 27*C(Min)	0.04N/m	IS:6104/1971	
15	Water content (max)	50PPM	IS:13567/1972	
16	Present of Oxidation inhibitor	The oil shall contain antioxidant additives	IS:13631/1992	