

REQUEST FOR QUOTATION

To,
GAIL WEBSITE VENDOR,
India
Vendor Code : 101019938

RFQ No. :GAIL/PMAT/13034/3200032014/AW
Date:09.05.2007
RFQ Due on : 05.06.2007 at 14:00 Hrs IST
Tender Opening Date : 05.06.2007 at 15.00 Hrs IST

Dear Sir(s)/Madam,

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

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

Group : 1

ADDITIONAL REQUIREMENTS:

DCP EXTINGUISHER

SUPPLEMENTARY REQUIREMENTS:

TYPE: DRY CHEMICAL POWER

1	9502251053	EACH	100	_____
	TUBE,DISCH F/5KG DCP EXTINGU,PRESSURIZED			
	CAPACITY: 5 KG			
	PARTS OF DCP FIRE EXTINGUISHER			
	TUBE,DISCHARGE			
	TYPE: PRESSURIZED			
2	9502251043	EACH	50	_____
	TUBE,DISCH,W/NOZZLE,F/10KG,DCP EXTINGU			
	TUBE,DISCHARGE WITH NOZZLE			
	FOR 10 KG DCP EXTINGUISHER			
	PARTS OF DCP FIRE EXTINGUISHER			
	DISCHARGE TUBE FOR 10KG DCP STORED PRESSURE TYPE EXTINGUISHERS			
3	9502252223	EACH	400	_____
	WSHR,DISCH TUBE,DCP EXTINGUISHER,10/5kg			

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/PMAT/13034/3200032014/AW
Date: 09.05.2007

FOR DCP EXTINGUISHER,10/5 kg
PARTS OF DCP FIRE EXTINGUISHER
WASHER, DISCHARGE TUBE

4	9502252293	EACH	20	_____
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PR GAUGE,F/5 KG. DCP,
FOR DCP EXTINGUISHER,5 KG
PARTS OF DCP FIRE EXTINGUISHER
PRESSURE GAUGE
TYPE: PRESSURIZED

Group : 2

STICKERS

SUPPLEMENTARY REQUIREMENTS:

ADDITIONAL REQUIREMENTS:

5	8948051003	EACH	400	_____
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PVC STICKER FOR 5KG DCP EXTINGUISHER
STICKER, PVC
HAVING MAINTENANCE INSTRUCTION
FOR 5 KG. D.C.P. EXTINGUISHER
STORE PRESSURE TYPE
AS PER IS SPECIFICATION #

Group : 3

ADDITIONAL REQUIREMENTS:

DCP EXTINGUISHER

SUPPLEMENTARY REQUIREMENTS:

TYPE: DRY CHEMICAL POWER

6	9502257313	EACH	150	_____
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CLAMP,METALLIC F/DCP 5/10KG
CLAMP,METALLIC FOR FIRE EXTINGUISHER
CAPACITY:DCP 5/10KG
CLAMPS FOR STORED PRESSURE TYPE DCP EXT. & CO2 EXT.

7	9502257433	EACH	1,500	_____
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PIN,GI SAFETY,NYLON STIRNG,10kg
PARTS OF DCP FIRE EXTINGUISHER
PIN,GI SAFETY,NYLON STIRNG,10kg

Group : 4

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/PMAT/13034/3200032014/AW
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ADDITIONAL REQUIREMENTS:

FIRE EXTINGUISHER

SUPPLEMENTARY REQUIREMENTS:

TYPE: CO2

8	9502157073	EACH	320	_____
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CARTRIDGE,CO2 F/10KG EXT
CAPACITY: 10 kg
CARTRIDGE,CO2 FOR FIRE EXTINGUISHER
PARTS OF CO2 FIRE EXTINGUISHER

Group : 5

ADDITIONAL REQUIREMENTS:

CARTRIDGE CO2

SUPPLEMENTARY REQUIREMENTS:

TYPE OF EXTINGUISHER: CO2

9	9502950603	EACH	40	_____
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CARTRIDGE,CO2 GAS,60gm
CAPACITY: 60 gm
CARTRIDGE, CO2 GAS

Group : 6

ADDITIONAL REQUIREMENTS:

DCP EXTINGUISHER

SUPPLEMENTARY REQUIREMENTS:

TYPE: DRY CHEMICAL POWER

10	9502257273	EACH	250	_____
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CLAMP F/10 KGS DCP EXTINGUISHER
CLAMP
FOR 10 KGS DCP EXTINGUISHER
PARTS OF DCP FIRE EXTINGUISHER
CLAMP FOR CARDRIGE TYPE 10KG DCP EXTS.

Group : 7

SAFETY SIGNS / POSTERS / STICKERS

SUPPLEMENTARY REQUIREMENTS:

ADDITIONAL REQUIREMENTS:

11	9540100763	EACH	1,500	_____
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STICKER,DEPICTING OPERATING INSTRUCTION
SIZE: 11 x 5.5 IN
STICKER,DEPICTING OPERATING INSTRUCTION

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/PMAT/13034/3200032014/AW
Date: 09.05.2007

Group : 8

ADDITIONAL REQUIREMENTS:

DCP EXTINGUISHER

SUPPLEMENTARY REQUIREMENTS:

TYPE: DRY CHEMICAL POWER

12	9502259553	EACH	100	_____
	DISCH TUBE W/NOZZLE F/DCP 75kg			
	DISCHARGE TUBE W/NOZZLE, FOR DCP 75kg			
	DISCHARGE TUBE WITHOUT NOZZLE FOR 75KG DCP EXT.			
13	9502257513	EACH	25	_____
	CONNECTING TUBE SET, 75kg			
	CONNECTING TUBE SET, 75kg			
	MOC: COPPER			
	PARTS OF DCP FIRE EXTINGUISHER			
14	9502258833	EACH	11	_____
	VLV, SAFETY F/75 KG. DCP			
	FOR 75 KG. DCP EXTINGUISHER			
	PARTS OF DCP FIRE EXTINGUISHER			
	VALVE, SAFETY			

Group : 9

SAFETY SIGNS / POSTERS / STICKERS

SUPPLEMENTARY REQUIREMENTS:

ADDITIONAL REQUIREMENTS:

15	9540100773	EACH	300	_____
	STICKER, PVC, MAINT. INSTRUCTIONS F/75kg			
	FOR 75 KG MAINTENANCE INSTRUCTIONS			
	STICKER, PVC			

Group : 10

ADDITIONAL REQUIREMENTS:

DCP EXTINGUISHER

SUPPLEMENTARY REQUIREMENTS:

TYPE: DRY CHEMICAL POWER

16	9502257523	EACH	20	_____
	NOZZLE, DISCH, 75kg			

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/PMAT/13034/3200032014/AW

Date: 09.05.2007

	NOZZLE,DISCHARGE,75kg PARTS OF DCP FIRE EXTINGUISHER			
17	9502252383 EACH TUBE,DISCH,30M,DCP EXTINGUISHER,300kg FOR DCP EXTINGUISHER,300 kg PARTS OF DCP FIRE EXTINGUISHER TUBE, DISCHARGE, 30Mtr	14	_____	
18	9502257573 EACH CAP F/DCP 300kg,130MM CAP,FOR DCP 300kg,130MM MOC: TIN BRONZE CHROME PLATING PARTS OF DCP FIRE EXTINGUISHER	5	_____	
19	9502258803 EACH PR SAFETY VLV F/300 KG DCP EXT FOR 300 KG DCP EXTINGHISHER PARTS OF DCP FIRE EXTINGUISHER PRESSURE SAFETY VALVE	15	_____	
20	9502258793 KILOGRAM PR GAUGE,DIA 150MM F/300 KG DCP EXT DIA: 150 MM FOR 300 KG DCP EXTINGHISHER PARTS OF DCP FIRE EXTINGUISHER PRESSURE GAUGE	14.000	_____	
21	9502257623 EACH CONNECTING TUBE SET F/DCP 300kg CONNECTING TUBE SET,FOR DCP 300kg PARTS OF DCP FIRE EXTINGUISHER	6	_____	
22	9502258883 EACH NOZZLE,DISCHARGE W/CV F/300 KG DCP	3	_____	

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/PMAT/13034/3200032014/AW
Date: 09.05.2007

FOR 300 KG. DCP TROLLEY
NOZZLE
PARTS OF DCP FIRE EXTINGUISHER

Group : 11

ADDITIONAL REQUIREMENTS:

FIRE EXTINGUISHER

SUPPLEMENTARY REQUIREMENTS:

TYPE: CO2

23	9502153513	EACH	50	_____
	DISCH HOSE F/CO2 FIRE EXT.,4.5KG			
	DISCHARGE HOSE FOR 4.5KG			
	PARTS OF CO2 FIRE EXTINGUISHER			
24	9502157253	EACH	500	_____
	SAFETY PIN ASSY F/CO2,FE,4.5 & 6.8kg			
	FOR CO2,FE,4.5 & 6.8kg			
	PARTS OF CO2 FIRE EXTINGUISHER			
	SAFETY PIN ASSEMBLY			
25	9502159363	EACH	400	_____
	DISCH PIPE WASHTO FIT W/DISCH PIPE			
	DISCHARGE PIPE WASHER TO FIT			
	PARTS OF CO2 FIRE EXTINGUISHER			
	WITH DISCHARGE PIPE			
	WASHERS FOR 4.5KG & 6.8KG CO2 EXTINGUISHERS			
26	9502158203	EACH	15	_____
	HANDLE,CARRY,F/4.5KG,CO2 EXTINGUISHER			
	HANDLE,CARRY			
	FOR 4.5KG CO2 EXTINGUISHER			
27	9502157753	EACH	25	_____
	CARRYING HANDLE,CO2 EXTINGUISHER,6.8kg			
	CAPACITY: 6.8 kg			
	CARRYING HANDLE			
	PARTS OF CO2 FIRE EXTINGUISHER			

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/PMAT/13034/3200032014/AW
Date: 09.05.2007

EMD Details : Rs.8500/-

Instruction to Bidders : The bidder is requested to submit their offer in sigle bid system at the following address by Speed Post/ Courier/Regd.Post etc:

To,
Central Receipt Section
Security, Main Gate Building,
Pata Complex
GAIL (India) Ltd.,
P.O. Pata- 206241
Distt. Auraiya (U.P).

NOTE: Material shall be as per our enclosed specification.

Price Basis : FOT SITE

Delivery/Completion Schedule : within 45 days after receipt of Purchase order/LOI.

Consignee Address : MANAGER (C&P STORE), GAIL(I) Ltd., Pata

Terms of payment : 100% within 30 days after receipt and acceptance of material at site.

Price Reduction Schedule : As per our attached GENERAL PURCHASE CONDITIONS(GPC).

Performance Bank Guarantee : As per our attached GPC.

Enclosures : 1.General Purchase Condition (GPC).
2..Specification of Extinguisher Spares.

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/PMAT/13034/3200032014/AW

Date: 09.05.2007

Bid Evaluation Area : 1. The bidder should be manufacturer or Authorized dealer of Fire Extinguishers.
2. The bidder should have executed purchase order placed on them by Government Departments/ PSU's/ Reputed Pvt. Companies in preceding 05 years for similar item(s) prior to due date of bid opening.
3. The bidder is required to submit an attested copy of valid dealership/distributorship certificate, directly issued by manufacturer (in case of bidder is not manufacturer). If manufacturer then manufacturer/ registration certificate must be submitted by the bidder.
4. The bidder is required to submit an attested copy of the purchase order for similar items along with the proof of execution like, execution certificate issued by the consignee/ proof of payment/ inspection report etc.

Note:

1. The attestation must be done by Notary / Gazetted officer.
2. The bidder is required to submit their credentials in support of above Bid Evaluation Criteria. Without supporting documents, their bid may not be consider for further processing.

Important :

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

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

(Authorized signatory)

REQUEST FOR QUOTATION (Cont.)

RFQ No.:GAIL/PMAT/13034/3200032014/AW

Date:09.05.2007

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

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

Delivery Schedule

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

Payment Terms

1. Discount % on basic Unit price, if any
.....
2. Packing & Forwarding, if applicable.....
.....
3. Excise Duty % (if applicable).....
.....
4. LST/CST (with/without concessional Form), if applicable
.....
5. Freight, if applicable
.....
6. Other Charges, if any.....
.....

Signature of Vendor with Office Seal



GAIL (India) Limited
Pata, Auraiya (U.P.)

GENERAL PURCHASE CONDITIONS

1. The offer should be submitted under letter head with details like complete address, telephone no., fax no., email, contact person etc. of the bidder. The offer in duplicate must be submitted in a **sealed cover superscribing sender's name, enquiry no., item, due date of submission and opening** to reach the Owner/ Purchaser i.e. GAIL (India) Limited, Pata, Auraiya, U.P. (hereinafter referred as "GAIL") on or before the due date and time of opening along with samples, if required, failing which the offer will not be considered.
Offer received late by post or other means are liable to be rejected.
Offer received through fax/mail/telegram etc. shall not be acceptable.
GAIL reserves the right to accept or reject any offer received, at its sole discretion, without assigning any reason whatsoever.
2. **EMD** : Quotation / bids should accompany Earnest Money Deposit (EMD) if indicated in NIT, in the form of Bank Draft/ Banker/s Cheque/ Demand Draft OR Bid bond valid for a period of three months beyond bid validity for the requisite amount favoring GAIL (India) Limited payable at State Bank of India, Pata (Branch Code-1937). Quotations without EMD/Bid Bond are likely to be rejected However no earnest money will be necessary of Purchases from PSU's & Firms registered with NSIC provided they are registered up to the monetary limits for the items indented against the tender. **The copy of NSIC certificate must attested by Gazetted officer / Notary.**
3. The validity period of offer should be mentioned and it should **not be less than 120 days** from the opening date. Offer with less validity is likely to be ignored.
4. The bidder should quote the minimum possible delivery period. Date of LR/GR shall be considered as the delivery date.
5. (a) The offer should clearly specify the applicable rate of State Sales Tax or Central Sales Tax. Otherwise, the quoted rates will be considered as inclusive of all taxes. Bidders are required to indicate their State Sales Tax and Central Sales Tax registration no. in the quotation.
(b) The quoted rates should clearly specify the rate of excise duty, if applicable, and other taxes and duties. Otherwise, the quoted rate will be considered as inclusive of excise duty. The Seller should confirm regarding submission of CENVAT invoice for evaluation of their bid.
(c) Statutory variation of taxes and duties within the contractual delivery period (except variation on account of turnover of the bidder) shall be allowed against documentary evidence. Further, the amount to be paid on this account will be worked out on the basis of difference between the rates of taxes/duties as clearly spelt out in the offer and the rates as applicable at the time of supply and such payments will be made only on production of documentary evidence suggesting such a variation in duties/taxes during the delivery period.
(d) Packing charges, if any, should be specified clearly. Otherwise, quoted rate will be considered as inclusive of packing charges.
(e) The bidder should indicate freight charges (including forwarding charges, if any) clearly for individual item(s) as well as for all the items of the tender considered together (i.e. overall basis) for evaluation of bids & finalization / execution of orders.
The bidders are requested to quote prices on "FOTSIIE" basis.
6. Price(s) should be quoted according to unit specified in the enquiry and no other alternative unit will be considered.
7. The quantities mentioned in the enquiry are indicative and are liable to change.
8. Offers subject to prior sales will not be considered.

9. Transit insurance shall be arranged by GAIL. However, the material shall be suitably packed so that no transit damage occurs.
10. **Price Reduction Schedule (PRS) for delay in delivery:** In case of delay in delivery beyond delivery date specified in Purchase Order, Price reduction schedule shall be applicable @ ½ % of the total order value per week or part thereof for delay in delivery subject to a maximum (ceiling) of 5% of total order value. The Seller shall submit invoice considering reduction on account of price reduction schedule.
11. **Payment Terms:** 100% payment shall be released within 30 days of receipt and acceptance of materials at our stores.
12. **Guarantee/ Warranty:** In the event of placement of order, the Seller shall warrant that the supplies shall be free from all defects and faults in materials, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of the materials of the type ordered and in full conformity with the specifications, drawings or samples, if any, and shall be operable properly. This warranty shall survive inspection of the payment for and acceptance of the goods but shall expire after 12 months from the date of installation or 18 months from date of arrival at the destination, whichever is earlier.
13. **Security Deposit/ Performance Bank Guarantee** - If the order value (exclusive of taxes, duties & freight) becomes **more than Rs. 1.0 Lakh**, the Seller shall submit Security Deposit/ Performance Bond for 10% of the basic order value including packing & forwarding but excluding taxes, duties & freight, immediately after receipt of order towards faithful performance of the contractual obligations, in the form of Bank Draft or Bank Guarantee in the enclosed format. However, if the order value is inclusive of taxes, duties & freight and the break up of the same is not available in the P.O., Security Deposit/ Performance Bond shall be submitted for entire order value.
14. **Bank Guarantee** – The bank guarantees towards advance payment / Security Deposit or Performance Bond are to be submitted from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with RBI as Scheduled Foreign Bank. Other than the Nationalized Indian Banks, the Banks whose BGs are furnished, 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 BG itself or separately on a letter head.
15. If the delivery period/ schedule as per order is not adhered to or the progress of manufacture or supply of the goods is not satisfactory or not in accordance with the progress schedule, the GAIL has right to :
 - a) Cancel the Purchase order in whole or in part without liability for cancellation charges. In such event, GAIL may procure goods from elsewhere at the risk & cost of the Seller.
 - b) In the event of non-conformance of goods, Seller shall be allowed, without any extension of delivery time, to rectify the non-conformities. Should, however, Seller fail to do so within the stipulated time, the GAIL may cancel the order as to the non-conforming goods and retain the rights with respect to substitution and in addition recover actual expenses incurred by the GAIL in installing and removing the non-conforming goods. Alternatively, GAIL may at his option have or cause the non-conforming to be rectified at Seller's risk & cost. The GAIL also deserves the right to claim damages for use of defective or substandard goods supplied by the Seller irrespective of the fact whether goods were inspected prior to receipt at site by the GAIL or not.
16. **Inspection/ Tests** : In case of Inspection by GAIL or it's nominated inspection agency, the necessary testing facility shall be provided free of charge by the Seller at their premises. Material test certificates/ Inspection certificates, wherever applicable, will be provided by the Seller.
17. **Repeat Order:** For any item(s), ordered on the Seller, the GAIL can place repeat orders up to 50% of ordered quantity for additional supply within a period of six months from the date of original order at the same prices, terms & conditions.
18. **Part Order** : GAIL, at its discretion, may finalise order on bidder(s) for any or all items of the enquiry.

19. Unless otherwise sought by GAIL, any modification(s) of offer including submission of price implication after the bid opening date will not be considered and will render the offer liable for rejection. In normal case, no price negotiation will be held with bidder(s).
20. When stores are rejected by GAIL, the same shall be intimated to the Seller with the details of such rejected stores as well as the reason for their rejections and that the stores will be lying at the consignee's premises at the risk and cost of the Seller. Further, the Seller will be asked either to remove the stores or to give instructions as to their disposal within 14 days and in the case of dangerous / infected and perishable stores within 18 hrs., failing which the consignee will either return the stores to the Seller on freight to pay basis or otherwise dispose them off at the Seller's risk and cost. The consignee will also intimate Finance department regarding quantity or the stores so rejected to enable Finance to recover the freight due, at the full public tariff rates from the Seller. The GAIL shall also be entitled to recover handling and stores charges for the period during which the rejected stores are not removed @5% of the stores for each month or part of a month till the rejected stores are finally disposed off.
21. It should be noted that if an order is placed on a higher bidder as a result of this tender in preference to the lowest acceptable offer, in consideration of an earlier delivery, the Seller will be liable to pay to GAIL the difference between the contract rate and the rate quoted by the lowest acceptable bidder. In case he fails to complete the supply in terms of such order within the date of delivery specified in the order. This is without prejudice to other rights under terms of contract.
22. **Consignee:** C&P In-charge, GAIL (India) Ltd., P.O. Pata, Distt. Auraiya (U.P.), Pin – 206241
23. **Road permit**, if required, will be sent to the Seller against their request in writing. The request for issuance of Road permit is to be sent well in advance. The Seller shall submit counterfoil of Road Permit within two months of dispatch of materials failing which the penalty amount shall be recovered from the due payment.
24. **Force Majeure** - Shall mean and be limited to War/Hostilities, Riot or Civil Commotion, Earthquake, flood, tempest, lightning or other natural physical disaster, Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the order by the Seller. The Seller shall advise GAIL by a registered letter duly certified by the local Chambers 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, GAIL reserves the right to cancel the order and provisions governing termination 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 GAIL nor Seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.
25. **Jurisdiction** :The purchase order shall be governed by Indian Laws and shall be subject to Jurisdiction of Court situated at Auraiya, U.P for the purpose of disputes, actions and proceedings arising out of the contract.
26. **Arbitration** : All disputes or differences arising in connection with the order which cannot be settled by mutual negotiations, shall be finally settled (after written notice by either party to the Contract be referred for adjudication) before a sole Arbitrator to be appointed by GAIL and the award of the Arbitrator shall be final and binding on both the parties. The provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding. The venue of arbitration proceeding shall be New Delhi, India.
27. **Evaluation of Bids** : The evaluation of bids shall be made as under :
 - (a) The prices of the responsive bids will be evaluated based on landing cost basis {including packing, Taxes and Duties, CENVAT benefit, Freight, commercial loading (if any) etc.} .

The Bidder shall confirm submission of CENVAT invoice to enable GAIL to avail CENVAT benefit. In case, the bidder does not specify the same clearly, their quoted prices shall be loaded for Excise Duty, without considering CENVAT benefit.

(b) **Rejection Criteria :**

- (i) Non-submission of EMD through DD / BG (wherever sought in the enquiry).

(c) **Loading Criteria**

(i) **Payment Terms:**

- | | |
|--|--------------------|
| (a) 100 % within 30 days of receipt and acceptance of materials at site | - No loading |
| (b) 90% against dispatch documents and balance 10% within 30 days | - 2% loading |
| (c) 100% against dispatch documents | - 3% loading |
| (d) Interest bearing (@15% per annum) advance payment limited to 10% and against submission of BG for like amount and 90% against dispatch documents | - 3% loading |
| (e) Other than above | - Rejection of bid |

(ii) **Contract Performance Bank Guarantee:**

- | | |
|--|---|
| (a) 10% of Total order value | - No loading |
| (b) Less than 10% but not less than 5% | - to be loaded by which CPBG falls short of 10% |

28. Payments will be made through electronic mode (E Banking) only. The payments will be made to your Bank Account with SBI/ HDFC/ ICICI having E banking facility. Details required for making payments through electronic mode are to be submitted by the Seller in the proforma attached.

29. Please note that this is a zero deviation tender. Bidders are advised to strictly confirm compliance to bid conditions and not to stipulate any deviation / conditions in their offer and also requested to submit the documents / confirmations strictly as sought in the tender document.

CONFIRMATIONS OF BIDDERS

Name of Bidder: _____

Enquiry No.: _____

Bidders are required to confirm the following, failing which their offer shall be considered as non-responsive:

Sl. no.	Queries	Confirmation of Bidder
1	Confirmation that offer is valid upto 120 days from the due date of opening of bids	
2	Confirmation that offer contains firm and fixed unit and total prices as per price schedule till complete execution of order	
3	Please indicate dispatch point	
4	Please indicate delivery period (delivery period shall be reckoned from the date of Fax of Intent/ Purchase Order and date of LR/ GR shall be considered as delivery date)	
5	Confirmation that quoted prices are inclusive of packing charges	
6	Please confirm the following: a) Whether excise duty is included or excluded in quoted prices b) If excluded, please indicate the percentage of excise duty applicable c) If excise duty is presently not applicable, please confirm that the same will be borne by the vendor in case it becomes leviable later and no compensation on this account will be payable by GAIL d) Whether CENVAT invoice will be submitted	
7	Please confirm the following: a) CST without concessional form b) CST with concessional form c) Local sales tax (in case supplies are made from originating state) without concessional form d) Local sales tax with concessional form	
8	Confirmation that prices have been submitted as per price schedule enclosed with the enquiry.	
9	Confirmation that terms and conditions enclosed with the enquiry has been submitted duly signed and stamped	
10	Confirmation that EMD for the requisite amount (as sought in the enquiry document) has been submitted along with the offer. Details of EMD	
11	Confirmation towards credential/ bidder Eligibility criteria.	
	Confirming that the attested (by gazetted officer /notary) copies of documents towards BEC had been attached as per following details (as mentioned in "Instructions to Bidders" of tender)	<u>Detail of documents</u>

a)	Experience (relevant attested copy of purchase order & proof of execution)	
b)	Turn Over (Only in case of Service) (relevant attested copy of Balance Sheet/ Proof of Loss & Profit)	
c)	Any other as mentioned in tender like authorization certificate etc. (all current copy of relevant certificates)	
d)	Any other (as applicable)	

Signature :

Name :

Designation :

Seal :

Annexure-II
PRICE SCHEDULE (SOR)

NAME OF BIDDER: _____

ENQUIRY NO.: _____

S. N.	Material code	Description	Qty.	Unit Price Ex-works incl. packing but excluding duties (Rs.)	Per Unit freight upto Proj. site (Rs.)	Per Unit Excise Duty (Rs.)	Per Unit Sales Tax (Rs.)	Per Unit FOT/ FOR site (Rs.)	Total Ex-works (Rs.)	Total FOT Proj. site (Rs.)	Freight charges on overall basis (Rs.) *	Total FOT Proj. site for all items (Rs.) *
1	2	3	4	5	6	7	8	9= 5+ 6+ 7+ 8	10= 4X5	11= 4X9	12	13
i												
ii												
iii												
iv												
...												
		Total										

Note:

- 1) * Column no. 12 & 13 are to be filled up in case number of items tendered/ quoted is more than one.
- 2) In case of discrepancy between unit price and the total price, the unit price shall prevail.
- 3) In case the price basis is not given of **FOT SITE** basis as per the price schedule above, Offer may not be considered for further processing.
- 4) Basis of award of order shall be the **lowest FOT SITE RATE** calculated (Net of CENVAT) on the ITEM WISE basis.
- 5) Bidders to note that the rate of ED indicated in the SOR will be considered for evaluation and if upon such loading the bidder is L-1, bidder will be bound to execute the order with the above rate of ED. Any increase in ED due to increase in turn over will not be admissible. However, statutory changes in excise duty rates by the government of India (within the scheduled delivery period) will be paid as applicable at the time of dispatch.

Signature :
Name :
Designation :
Seal :

FORMAT FOR BID SECURITY FORM

Whereas (hereinafter called "the Bidder") has submitted his bid dated for the supply of
 (hereinafter called "the Bid") KNOW ALL MEN these presents that WE
 of having our registered office at (hereinafter called "the BANK") are bound upto (hereinafter called "the OWNER").
 In the sum of for which payment will and truly to be made to the said OWNER, the BANK binds itself, its successors and assigns by these presents. Sealed with the common seal of the said BANK this day of 200

THE CONDITIONS of this obligation are :

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

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

This guarantee will remain in force upto and including 2 months after the period of bid validity, and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the BANK)

(Signature of the Witness)

Name of Witness :

Date :

Address of Witness :

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

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

REF.

Bank Guarantee No.:

Date:

To

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

Dear Sirs,

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

We (bank) _____ having Head Office at (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER/PURCHASER on demand any and all moneys payable by the Seller to the extent of 10% (ten percent) of the Contract Prices as aforesaid at any time upto _____ without a reference to the SELLER. Any such demand made by OWNER/PURCHASER on bank shall be inclusive and binding notwithstanding any difference between OWNER/PURCHASE and SELLER discharges this guarantee. OWNER/PURCHASER and SELLER or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by SELLER of the afore mentioned CONTRACT, OWNER/PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between OWNER/PURCHASER and SELLER or any other course of or remedy or security available to OWNER/PURCHASER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER/PURCHASER or any other indulgence shown by OWNER/PURCHASER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK. The BANK also agrees that OWNER/PURCHASER at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against SELLER and notwithstanding any security or other guarantee that OWNER/PURCHASER may have in relation to the SELLER'S liabilities.

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

The Bank Guarantee's payment of an amount is payable on demand and in any case within 24 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 24% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Delhi Courts.

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

This guarantee is valid upto the _____ day of _____ 200_.

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

Dated The _____ day of _____ 2006.

WITNESS:

(SIGNATURE)
NAME

(NAME)
(OFFICIAL SEAL)

(SIGNATURE)
NAME
BANK RUBBER STAMP

Designation with bank stamp
Plus Attorney as per Power
Of Attorney/Resolution Board of
Directors

Date :

Sub: Release of Payments by GAIL through e-payment Mode

Dear Sirs,

You are requested to furnish the details of your bank accounts in any one of the following banks - (1) **State Bank of India** (2) **ICICI Bank** (3) **HDFC Bank** in prescribed formats so that payment against orders/contracts including EMD/Security Deposit can be released by e-payment mode.

In case, you do not have an account in any of the above Banks, you are requested to furnish the particulars of your Bank as per details attached in **Annexure-VII**. You are also requested to attach one cancelled cheque along with above format. This is required to enable us to release your payment electronically.

Please note that any pending payment(s) against order(s)/contract(s) awarded to you including refund of EMD/Security Deposit against any present as well as future orders/contracts/tenders will be released through the Electronic mode only.

It must be ensured that all invoices raised henceforth against present as well as future works/contracts will mention the **Name of the Bank & Bank Account No.** to which payments are to be made thru' e-banking (these details should be same as given in the **Annexure-X** enclosed).

Encl.: Annexure -X / Formats if bank accounts already exist in SBI/HDFC/ICICI banks

**PARTICULARS OF VENDOR REQUIRED FOR PURPOSE OF MAKING PAYMENT
THROUGH BANKING (PLEASE ATTACH ONE CANCELLED CHEQUE)**

(1) Vendor/ Customer Name: _____

(2) Complete Address : _____

(3) Bank's Name : _____

(4) Beneficiary A/c No. : _____

(5) Account Type : _____

(6) Branch Name : _____

(7) Bank Address : _____

(8) MICR Code : _____

(9) Branch Code : _____

Authorized Signatory with Name & seal of Bank

FORMAT APPLICABLE FOR PARTIES WILLING TO RECEIVE EPAYMENTS IN THEIR ACCOUNT WITH
SBI/ HDFC/ ICICI BANKS ONLY

To ,

The Dy General Manager (F&A)
GAIL (India) Ltd.
P.O. Pata
Auraiya,
U.P. -206241

Subject : Consent for receiving Payments through Electronic Mode

Dear Sir,

This is to confirm that we M/s (Name of the
Organization) are having Savings / Current Account No. with
..... (Name of the Bank) (Branch Name)
..... (Branch Code), to which payments, if any due to us, can be released
electronically.

Thanking You.

for.....

Authorized Signatory (ies)
(Name of the Authorized Signatory with Seal)

This is to certify that Savings / Current A/c. No..... is maintained by
M/s.....(Name of the Organization)
with our bank(Name of the Bank,
Branch Name & Branch Code), to which payments can be released electronically.

(Signature with Seal of Bank)
Branch Manager

**Note: The above format should be on letter head of the organization mentioning E-mail ID/ Fax No.
of the contact person**

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S.no.	Description of code	Specifications	Vendor's comments (Yes/No)
1	Discharge tube for 5kg & 10kg DCP stored pressure type extinguisher	Discharge tube should be of good quality of braided rubber and shall have a minimum bursting pressure of 50kgf/cm ² . Length of DT shall be as per IS: 13849 and must be compatibility with ISI (13849) marked fire extinguishers.	
2	Washer for Discharge tube for 5kg & 10kg DCP stored pressure type extinguisher	It should be good quality of rubber and its hardness as applicable to type 3 of IS 5382:1985 for compatibility with discharge tube of ISI (13849) marked fire extinguishers.	
3	Pressure gauge for 5kg & 10kg DCP stored pressure type extinguisher	The gauge dial shall indicate the operating pressure range of the extinguisher preferably with the colour code. The zero charging and maximum indicated pressure shall be shown in numerable and marked to ensure the correct charging of pressure.	
4	Operating instruction sticker for 5kg & 10kg DCP stored pressure type extinguisher	It should be good quality (PVC) adhesive suitable for painted metal surface	
5	GI Safety pin with nylon string for 10 kg DCP Extinguisher.	GI Safety pin with nylon string to fitted with lever type cap of 10 kg DCP Extinguisher. Safety pin should be chrome finished.	
6	Co2 cartridge for 10kg DCP fire extinguishers	Co2 cartridge should be as per IS: 4947-1985 & ISI marked and compatible with ISI marked 10 kg DCP Fire Extinguishers. Capacity of co2 cartridge should be 200gm & filled with 200gm co2. BIS certificate should be sent along with offer.	
7	Co2 cartridge for 9 liter water type fire extinguishers	The co2 cartridge should be as per IS: 4947-1985 & ISI marked and compatible with ISI (940 - 2003) marked 9 liter Fire Extinguishers. Capacity of co2 cartridge should be 200gm & filled with 200gm co2. BIS certificate should be sent along with offer.	
8	Operating instruction sticker for 10kg DCP lever type cap extinguisher	It should be good quality (PVC) adhesive suitable for painted metal surface. It should be for ISI marked 10kg DCP lever type cap extinguishers.	
9	Discharge tube for 75 kg DCP Fire Extinguisher	Discharge tube should be of braided rubber for compatible with ISI (10658 - 1999) marked extinguisher and having bursting pressure of not less than 50kgf/cm ² . length of hose should be 5 - 7meter	
10	Copper connecting tube for connecting 02kg co2 cylinder to 75kg DCP extinguisher	Copper tubing shall confirm to bursting pressure of 275kgf/cm ²	
11	Pressure safety valve for 75kg DCP Extinguisher	Safety valve should compatible with ISI (10658 - 1999) marked 75kg DCP Extinguisher which shall release at a pressure of 2.5MN/M ² (not more than 20kgf/cm ²) as per requirement of IS:5903	
12	Gun metal nozzle for discharge hose of 75kg DCP Extinguisher	It should be made of gun metal. It must have arrangement for ON-OFF movements with trigger to control the discharge of DCP. Clamps shall be sent for fixing with discharge tube & extinguisher body along with supply.	

SPECIFICATIONS OF EXTINGUISHER SPARES

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13	Safety pin with assembly for ISI marked CO2 Extinguisher of 6.8 Kg and 4.5 Kg Capacity.	Safety pin with assembly for ISI (IS: 2878) marked with PVC valve ring through nylon string. Valve ring should have a tightening nut arrangement provided with a suitable nut.	
14	Discharge tube with horn for 4.5 Kg capacity CO2 Extinguisher	Discharge tube with horn for 4.5 Kg capacity CO2 Extinguisher should be ISI marked. Discharge tube should be double wire braided rubber covered hose. Hydro test certificate as per requirements of ISI shall be submitted along with supply.	
15	Discharge tube washer for ISI marked CO2 Extinguisher of 6.8 Kg and 4.5 Kg Capacity	It should be good quality of rubber and its harness as applicable to type 3 of IS 5382:1985 for compatibility with discharge tube of ISI marked CO2 fire extinguishers.	
16	Pressure safety valve for 300 Kg Capacity Extinguisher	Pressure safety valve shall be of spring loaded type. It shall operate at 21 Kg/Cm2. It shall have threaded connection with male adapter having outer thread OD 21 mm.	
17	Pressure gauge for 300 Kg DCP Extinguisher	Pressure gauge should be made up of SS body with outer diameter of 150 mm minimum. Pressure gauge shall have threaded connection with male adapter having OD 15 mm. Pressure gauge should be of range 0-35 Kg/cm2.	
18	Discharge tube for 300 Kg DCP Extinguisher	<p>a) Length of discharge tube : 8 meters</p> <p>b) Diameter of tube : 1.5"</p> <p>c) Bursting pressure of tube : 50 Kg/cm2</p> <p>d) Shall be of Dunlop/Duplon or other reputed make.</p> <p>e) Discharge tube / hose must be fitted with male threaded coupling (OD: 69.5 mm) and clamp at one end & nozzle with valve at other end.</p>	
19	Cap for 300kg DCP extinguisher	<ul style="list-style-type: none"> Inner diameter: 130mm It must be made of leaded tin bronze. Two lugs shall be provided on equal distance to open the cap. Cap must confirm recommendation mentioned in BIS. It must be threaded from inside for fixing to the neck ring of extinguisher body for not less than 20mm effective length. 	
20	Connecting pipe with fitting for 300kg DCP extinguisher	<ul style="list-style-type: none"> SS tube shall be suitable to connect 9kg Co2 cylinder on one side and extinguisher on the other side of ASCO make 300kg DCP extinguisher. It must have female coupling (threaded from inside) on both side ends and NRV of 20mm dia of SS. Length of SS tube shall be around 80cm. 	
21	Discharge nozzle for discharge tube of 300kg DCP Extinguisher	<ul style="list-style-type: none"> It should be made of Gun metal It should be shut off type nozzle. It must be compatible with discharge tube <p>Clamps must be sent along with supply.</p>	
22	Operating instruction sticker for all type of extinguishers	OIS should be as per IS specification	
23	Carry handle for 4.5kg & 6.8 kg of CO2 Extinguishers	Carry handles should be as per specification & compatible with ISI marked 4.5kg & 6.8 kg Co2 Extinguishers.	

Vendor's sign & seal