



गेल (इंडिया) लिमिटेड
GAIL (India) Ltd.

Gas & Beyond

पोस्ट: गेल कॉम्पलेक्स, विजयपुर
जिला गुना (म.प्र) 473 112
P.O. GAIL COMPLEX, VIJAIPUR
DISTT. GUNA (M.P) 473 112
दूरभाष/Phone: (07544) 274444
फैक्स/Fax: (07544) 274600

REQUEST FOR QUOTATION

To,
GAIL WEBSITE VENDOR,
India
Vendor Code : 101019938

RFQ No. :GAIL/VL/08/M069/3200045047/F&S
Date:14.07.2008
RFQ Due on : 12.08.2008 at 14:00 Hrs IST
Tender Opening Date : 12.08.2008 at 15.00 Hrs IST

Dear Sir(s)/Madam,

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

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

Group : 1

GAUGE, THICKNESS

TYPE: ULTRASONIC

SUPPLEMENTARY REQUIREMENTS:

ADDITIONAL REQUIREMENTS:

1	6148932323	EACH	1	_____
ULTRASONIC THICK TESTING METER,DTM2LBM				
ULTRASONIC THICK TESTING METER,DTM2LBM				

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/VL/08/M069/3200045047/F&S

Date: 14.07.2008

May kindly ignore the word "DTM2LBM" in the description as it is a default item.

Specifications for Digital Thickness:

- 1.Physical Characteristics- Instrument shall be small, portable, handy, compact & impact resistant.
- 2.Display Type- Digital display with backlight & screen shall view from all angles and easy to read all characteristics.
- 3.The instrument should not below the Working range range: 1mm to 200mm & Resolution: 0.1mm
- 4.Calibration block shall be included.
- 5.Measurement range 1.5 to 200MM.
- 6.Instrument should work in normal weather condition.
- 7.Battery condition: - Battery run time minimum 4 Hrs with rechargeable battery & Charger 230VAC or110V AC.
- 8.Protective Jacket: - The instrument shall provide with protective jacket /case with shoulder straps.
- 9.Instrument supply with all required & applicable equipment like Main Unit built in Round Test/calibrated Check pc, Std. probe, Battery, Operation Manual
- 10.Required toolkit for any maintenance, Instrument manual (O&M) & training CD must be provided.
- 11.Guarantee: - The party has to give guarantee /warranty of equipment not less than one year from the date of acceptance of material by GAIL.
- 12.Party has to send the catalogue of the applied instrument along with the offer.
- 13.Party has to submit the authorized distributor#s certificate along with the offer.
- 14.Calibration certificate must be provided.

Group : 2

ADDITIONAL REQUIREMENTS:

GAUGE

SUPPLEMENTARY REQUIREMENTS:

TYPE: THICKNESS

2	6148789103	EACH	1	_____
	GUAGE,THK,COATMETER,PAINT,345,ELCO			
	GUAGE,THICKNESS,COATMETER,PAINT			
	MAKE: ELCOMETER			
	MODEL: 345			

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/VL/08/M069/3200045047/F&S

Date: 14.07.2008

May kindly ignore the "MODEL NO-345 & MAKE- ELCOMETER" in the above description as it is a default item.

Specifications of coating thickness gauge:

- 1.Physical Characteristics- Instrument shall be small, portable, handy, compact & impact resistant.
- 2.The instrument is applicable for ferrous & non ferrous substance like Aluminum, chrome, copper, enamel, rubber, paint, etc.
- 3.It should applicable to 0 to 20mm coating thickness.
- 4.Memory storing should minimum 100 readings.
- 5.Display Type- Digital display with backlight & screen shall view from all angles and easy to read all characteristics.
- 6.Battery condition: - Battery run time minimum 4 Hrs with rechargeable battery & Charger 230VAC or 110V AC.
- 7.Monitoring of tolerance through limit setting & alarm signal.
- 8.Protective Jacket: - The instrument shall provide with protective jacket /case with shoulder straps.
- 9.Instrument shall be supply with all required & necessary equipment like main Unit, FD & ND Probes, Test Pc, Calibrated Foils, Battery, Manual,etc as applicable.
- 10.Required toolkit for any maintenance, Instrument manual (O&M) & training CD must be provided.
- 11.Calibration certificate must be provided.
- 12.Guarantee: - The party has to give guarantee /warranty of equipment not less than one year from the date of acceptance of material by GAIL.
- 13.Party has to send the catalogue of the applied instrument along with the offer.
- 14.Party has to submit the authorized distributors certificate along with the offer.

EMD Details : NOT APPLICABLE

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/VL/08/M069/3200045047/F&S

Date: 14.07.2008

Instruction to Bidders : 1 PLEASE NOTE THAT THIS RFQ IS ON "ZERO DEVIATION" BASIS. GAIL WILL ACCEPT OFFERS BASED ON TERMS AND CONDITIONS OF RFQ ONLY. DEVIATION TO TERMS AND CONDITIONS OF RFQ MAY LEAD TO REJECTION OF OFFER.

INCOMPLETE BIDS SHALL NOT BE CONSIDERED

PRIOR TO DETAILED EVALUATION, PURSUANT TO BIDDER'S ELIGIBILITY AND REJECTION CRITERIA, GAIL WILL DETERMINE THE SUBSTANTIAL RESPONSIVENESS OF EACH BID TO THE RFQ/TENDER DOCUMENT. FOR PURPOSE OF THIS, A SUBSTANTIALLY RESPONSIVE BID IS ONE WHICH CONFORMS TO ALL THE TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS WITHOUT DEVIATIONS OR RESERVATIONS. GAIL'S DETERMINATION OF A BID'S RESPONSIVENESS IS BASED ON THE CONTENT OF THE BID ITSELF WITHOUT RECOURSE TO EXTRINSIC EVIDENCE.

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

TECHNICAL AND COMMERCIAL QUERIES (TQ/CQ), IF REQUIRED MAY BE ISSUED TO ONLY THOSE BIDDERS WHOSE BIDS ARE PRIMA-FACIE RESPONSIVE, FOR SEEKING CLARIFICATION ONLY. THE REQUEST FOR SUCH CLARIFICATIONS AND THE RESPONSE SHALL BE IN WRITING AND NO CHANGE IN THE PRICE OR SUBSTANCE OF BIDS SHALL BE SOUGHT, OFFERED OR PERMITTED. THE SUBSTANCE OF THE BID INCLUDES BUT NOT LIMITED TO PRICE, DELIVERY/COMPLETION, SCOPE, SPECIFICATION ETC. THUS, THE BIDDER IS NOT PERMITTED TO SUBMIT NEW DOCUMENTS, NEW INFORMATION, WITHDRAWAL OF DEVIATION ETC. WHICH MODIFIES THE ORIGINAL SUBMISSION.

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

2. BIDDER'S ELIGIBILITY CRITERIA:

"BIDDER SHOULD SUBMIT A COPY OF SINGLE PURCHASE ORDER HAVING MINIMUM ORDER VALUE OF RS 17,500.00/- FOR THE THICKNESS METER AND COAT METER DURING ANY OF THE PRECEEDING SEVEN YEARS PLACED ON THEM BY GOVT. DEPT./PSUs/ REGISTERED, LIMITED AND LISTED PRIVATE SECTOR COMPANIES".

BIDDERS MUST FURNISH RELEVANT DOCUMENT(S) / INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE ELIGIBILITY CRITERION ALONGWITH THE OFFER / BID, FAILING WHICH THE OFFER / BID SHALL BE SUMMARILY REJECTED WITHOUT SEEKING ANY FURTHER CLARIFICATION / COMMUNICATION UNDER ANY CIRCUMSTANCES.

3. BIDS COMPLETE IN ALL RESPECT SHOULD REACH ON OR BEFORE THE RFQ DUE DATE AND TIME. BIDS THROUGH FAX/ E-MAIL SHALL NOT BE CONSIDERED.

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

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/VL/08/M069/3200045047/F&S

Date: 14.07.2008

-
- (I) FIRM PRICE
 - (II) EMD/ BID BOND, IF APPLICABLE
 - (III) TECHNICAL SPECIFICATIONS
 - (IV) PRICE SCHEDULE/ PRICE BASIS
 - (V) PERIOD OF VALIDITY OF BID.
 - (VI) PRICE REDUCTION SCHEDULE
 - (VII) PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT, WHEREVER APPLICABLE.
 - (VIII) GUARANTEE/WARRANTY, IF APPLICABLE
 - (IX) ARBITRATION/ JURISDICTION OF COURT
 - (X) FORCE MAJEURE
 - (XI) DOCUMENTARY EVIDENCE TO SUBSTANTIATE BIDDER'S ELIGIBILITY CRITERIA

5. BIDDER IS REQUESTED TO FILL UP THE ANNEXURE FOR TERMS, CONDITIONS, TAXES AND DUTIES IN ALL RESPECT CORRECTLY & NEATLY WHICH IS TO BE SIGNED, STAMPED & TO BE SUBMITTED ALONG WITH OFFER.

6. FURTHER, BIDDER SHALL IN NO CASE MENTION ANY CONDITION IN OFFER WHICH IS CONTRADICTORY TO THE TERMS AND CONDITIONS OF RFQ.

7. BID EVALUATION AND COMPARISON CRITERIA:

FOLLOWING SHALL BE ADDED FOR CALCULATION OF LANDED PRICE OF TECHNO COMMERCIALY ACCEPTABLE OFFERS FOR COMPARISON AND DETERMINING LOWEST BID, THEREOF:

- (A) EX-WORKS PRICE QUOTED BY THE BIDDER.
- (B) PACKING & FORWARDING CHARGES (IF APPLICABLE).
- (C) EXCISE DUTY ON THE FINISHED GOODS (IF APPLICABLE).
- (D) SALES TAX ON THE FINISHED GOODS.
- (E) INLAND TRANSPORTATION CHARGES UP TO TRANSPORTER'S GODOWN, GUNA (M.P).

8. GAIL SHALL ISSUE CONCESSIONAL FORM /FORM "C" FOR THIS PURCHASE, PLEASE QUOTE SALES TAX ACCORDINGLY.

Price Basis : FOT GUNA BASIS

Delivery/Completion Schedule : WITHIN 04 WEEKS FROM THE DATE OF PURCHASE ORDER.
OR
PLEASE INDICATE THE EARLIEST POSSIBLE DELIVERY PERIOD IN YOUR OFFER, IF THE DELIVERY/COMPLETION PERIOD IS NOT SPECIFIED ABOVE.

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/VL/08/M069/3200045047/F&S

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Terms of delivery : THROUGH ROAD TRANSPORT (PREFERABLY BY TCI/ETO OR OTHER GOVT. APPROVED TRANSPORTER WHO HAVE THEIR OFFICES IN GUNA, M.P.). TRANSIT INSURANCE SHALL BE ARRANGED BY GAIL

DATE OF L.R SHALL BE CONSIDERED AS DATE OF DELIVERY.

PLEASE NOTE THAT AS PER GOVERNMENT OF MADHYA PRADESH NOTIFICATION NO. FA-3-29/2004/1/V(54) DATED 26.10.2005 [COPY ENCLOSED] "ROAD PERMIT" IS NOT REQUIRED FOR DISPATCHING MATERIALS TO "GAIL (INDIA) LIMITED [PSU], VIJAIPUR DIST. GUNA [M.P.]".

Consignee Address : GM(C&P)
GAIL (INDIA) LTD.,
PO GAIL COMPLEX, VIJAIPUR
DISTT. - GUNA M.P- 473112
PHONE: 07544-274444, 274602
FAX: 07544 274600
EMAIL: vijpcpgail.co.in

Terms of payment : PAYMENT SHALL BE RELEASED WITHIN 15 DAYS AFTER RECEIPT AND ACCEPTANCE OF ITEMS AT SITE.

PAYMENT SHALL BE RELEASED DIRECTLY TO YOUR BANK ACCOUNT THROUGH E-BANKING ONLY. THIS WOULD ALSO BE APPLICABLE FOR REFUND OF EMD/SECURITY DEPOSIT. PLEASE ADVISE YOUR BANK ACCOUNT NO. IN ANY BRANCH OF SBI/ HDFC/ ICICI BANK WHICH HAS E-BANKING FACILITY. IN CASE BIDDER DOES NOT HAVE ACCOUNT IN ANY OF THE ABOVE MENTIONED BANKS, PLEASE CONFIRM THAT PAYMENT SHALL BE ACCEPTED THROUGH E-BANKING CHANNELS OF SBI/ HDFC/ ICICI BANK IN THE EVENT OF RECEIPT OF ORDER FROM GAIL.

Warranties : WARRANTY PERIOD SHALL BE 12 MONTHS FROM DATE OF OPERATION OR 24 MONTHS FROM THE DATE OF DESPATCH WHICH EVER IS EARLIER.

Price Reduction Schedule : APPLICABLE AS PER GAIL'S GPC (ENCLOSED)

Performance Bank Guarantee : APPLICABLE AS PER GAIL'S GPC (ENCLOSED)

General Conditions of Contract : APPLICABLE AS PER GAIL GPC (ENCLOSED)

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/VL/08/M069/3200045047/F&S

Date: 14.07.2008

Enclosures :

ANNEXURE - I : FORMAT FOR TERMS, CONDITIONS, TAXES AND DUTIES.

ANNEXURE -II : SME FORMAT

ANNEXURE -III : GENERAL PURCHASE CONDITION (GPC)

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/VL/08/M069/3200045047/F&S

Date:14.07.2008

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

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

Delivery Schedule
Offer validity for: 90 days/120 days/180 days
Payment Terms

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

Signature of Vendor with Office Seal

FORMAT FOR TERMS, CONDITIONS, TAXES AND DUTIES

(Please submit this annexure along with your offer)

SL. NO.	DESCRIPTION	DETAILS/ CONFIRMATION
1.	<p>DOCUMENTARY EVIDENCE TO SUBSTANTIATE BEC: </p> <p>FOLLOWING DOCUMENTS ARE SUBMITTED TO SUBSTANTIATE ABOVE BEC:</p> <p>(i)..... (ii)..... (iii).....</p>	
2.	<p>CONFIRMATION TO FOLLOWING TERMS AND CONDITIONS IN TOTALITY:</p> <p>(I) FIRM PRICE (II) SPECIFICATIONS (III) PRICE SCHEDULE/ PRICE BASIS (IV) DELIVERY/ COMPLETION PERIOD (V) PERIOD OF VALIDITY OF BID (VI) PRICE REDUCTION SCHEDULE (VII) PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT, WHEREVER APPLICABLE (VIII) GUARANTEE (IX) ARBITRATION/ JURISDICTION OF COURT (X) FORCE MAJEURE</p>	<p>} CONFIRMED AS PER RFQ</p>
3.	<p>TAXES AND DUTIES (BIDDERS ARE REQUESTED TO MENTION % OR 'NIL' OF TAXES & DUTIES IN THE CORRESPONDING RIGHT COLUMN.</p>	
(I)	P & F CHARGES (IN %)	@ %
(II)	EXCISE DUTY (BIDDER TO SUBMIT EXCISE INVOICE AT THE TIME OF SUPPLY OF MATERIAL) IF APPLICABLE	@ %
(III)	EXCISE CHAPTER HEADING NUMBER (AS PER TARIFF) FOR ASSESSMENT OF DUTY.	
(IV)	VAT (for bidder of Madhya Pradesh)	@ %

(V)	CST (for bidder out of Madhya Pradesh) (WITHOUT SALES TAX CONCESSIONAL	@ %
(VI)	CST (for bidder out of Madhya Pradesh) (AGAINST SALES TAX CONCESSIONAL FORM i.e FORM – C / FORM - 33)	@ %
(VII)	ANY OTHER TAXES (IF ANY)	@ %
(VIII)	DELIVERY TERM	F.O.T. GUNA: CONFIRMED.
4.	DETAILED ADDRESS OF BIDDER CONTACT PERSON PHONE NO. FAX NO. E-MAIL MOBILE NO.	: : : : : :
5.	BANK A/C NO. IN SBI/ HDFC/ ICICI BRANCH WHICH HAS E-BANKING FACILITY.	Bank : Account no. : Branch Code: OR WE CONFIRM THAT PAYMENT SHALL BE RECEIVED THROUGH E-BANKING ONLY THROUGH SBI/HDFC/ICICI BANK IN CASE OF RECEIPT OF ORDER FROM GAIL.
6.	DELIVERY SCHEDULE (IN WEEKS)	
7.	VALIDITY OF YOUR OFFER /QUOTATION	
8.	DETAILS OF EMD/ BID BOND	
9	ECC NO./ EXCISE REGN. NO.	
10	CST NO. /ST-TIN	

PLACE:
DATE:

SIGNATURE OF AUTHORISED SIGNATORY
NAME:
DESIGNATION:
SEAL:

'PROFORMA' FOR CONFIRMATION ON APPLICABILITY OF "MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 [MSMED ACT 2006]"

REF: GAIL/VIJP/SME /TENDER NO.

You may aware that "Micro, Small and Medium Enterprises Development Act 2006" ('MSMED') has been come into force w.e.f. 2nd October 2006, which has repealed the provisions of the old Act regarding Small Scale Industrial undertakings.

2. 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.
3. Such Enterprises are required to file a memorandum in the prescribed form to the appropriate authority as mentioned in the MSMED Act.
4. 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.
5. For your ready reference, the definitions of Micro, Small and Medium enterprises are given below:

Classification of enterprises engaged in:

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

Nature of Enterprise	Investment in Plant & Machinery (#)
Micro	Does not exceed Rs. 25 Lacs
Small	More than Rs. 25 Lacs but does not exceed Rs. 5 Crores
Medium	More than Rs. 5 Crores but does not exceed Rs. 10 Crores

- (b) Providing or rendering services:

Nature of Enterprise	Investment in Equipment
Micro	Does not exceed Rs. 10 Lacs
Small	More than Rs. 10 Lacs but does not exceed Rs. 2 Crores
Medium	More than Rs. 2 Crores but does not exceed Rs. 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

6. You are therefore requested to fill the "Format" [proforma attached] and submit the same along with proof of valid document/ certificate [indicating registration no.] in your offer. In case same is not submitted along with your offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.

CONFIRMATION ON APPLICABILITY OF "MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 (MSMED ACT 2006)

1. We confirm that provisions of "Micro, Small and Medium Enterprises Development Act 2006" ('MSMED') are applicable to us and our organization falls under the definition of:
- | | | | | |
|----|--------------------------|---|---|---|
| a. | Micro Enterprise | - | [|] |
| b. | Small Enterprise | - | [|] |
| c. | Medium Enterprise | - | [|] |
- (Please put a tick in the appropriate box)
2. Copy of proof of valid document/ certificate [indicating registration no.] of being a Micro/ Small/ Medium Enterprises is enclosed.

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:

Note: In case above Format along with proof of valid document/ certificate [indicating registration no.] is not submitted in offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.



GENERAL PURCHASE CONDITIONS (INDIGENEOUS)

2 KF 3.04 D

1. Consignee : C&P Incharge, GAIL (India) Ltd., Vijaipur 473 112, Distt. GUNA (M.P.). Any expenditure and/or demurrage incurred in respect of a wrong delivery shall be recovered from supplier.
 2. Quotation duly sealed & superscribed with Enquiry number should reach GAIL, Vijaipur office on or before 14.00 hrs on the due date of opening along with samples, if required, failing which offer will not be considered. Quotation received late are liable for rejection. GAIL shall open the bids in the presence of bidder / authorised representative who may choose to attend the same. Bids shall be opened on due date of openings mentioned in NIT at 15.00 hrs. at GAIL (India) Ltd., Vijaipur, in ADM Building.
 3. The rates should be quoted on FOT dispatch point basis (i.e. including P&F, duties, taxes etc) and freight paid upto GUNA (Transport head) Accordingly, the date of LR/RR etc. shall be considered as date of delivery. Applicable rates of excise duty, central sales tax/local sales tax, packing & forwarding and freight charges should be clearly specified. In absence of same it shall be presumed that quoted prices are inclusive of same. Price quoted subject to escalation shall not be accepted. Conditional discount shall not be considered for evaluation. Rates of applicable sales taxes with and without form "C" (as the case may be) should be mentioned in offer.
 4. Tax identification no./State Sales Tax (as the case may be), Central Sales Tax Registration Number must be mentioned in the quotation.
 5. Rate should be quoted according to unit of measurement mentioned in NIT and no alternative unit will be considered. The rate shall remain firm & fixed till complete execution of order.
 6. Validity of quotation should not be less than 3 months from the opening date. Quotations with less validity are likely to be ignored.
 7. Offers subject to prior sale will not be considered.
 8. Required quantities at the time of placement of order can be changed $\pm 25\%$ of the quantities specified in enquiry.
 9. In case of delay in delivery beyond contractual delivery period, liquidated damage @ $\frac{1}{2}\%$ (half percent) of total order value per week of delay or part thereof subject to maximum of 5% (five percent) of the total order value shall be leviable.
 10. Normally, no price negotiation will be held. Change in price or substance of offer after opening of bids will not be permissible & shall lead to rejection of bid.
 11. i) Quotation should accompany Earnest Money Deposit (EMD) for value indicated in Notice Inviting Tender or 2% of quoted value (minimum of Rs. 5000/-) in the form of (a) Bank draft in favour of GAIL (India) Ltd. payable at State Bank of India, GAIL Vijaipur Branch Code : 6635 (b) Bid bond valid for a period of six months beyond bid due date. Quotations without EMD/Bid bond are likely to be ignored. However, no earnest money will be necessary for following conditions :-
 - (a) For Purchases Upto Rs. 1.00 Lac. (b) For Purchases from public sector undertaking. (c) For Purchases from firms registered with NSIC / SSI provided they are registered upto monetary limits and for the items they intend to quote against the tender.
 - ii) EMD shall be forfeited, if the bidder : (a) Withdraws bid/changes the quoted rates/modifies terms and conditions of the bid without consent of GAIL within validity period including extension thereof or (b) Fails to accept order or (c) Fails to submit the contract cum equipment Performance Bank Guarantee (CPBG)/Security deposit pursuant to placement of order.
 - iii) E.M.D. of unsuccessful bidders will be released on finalisation of order.
 - iv) E.M.D. of Successful bidder shall be adjusted towards security deposit (S.D.) or shall be released on submission of CPBG/S.D.
 - v) In case the order value is above Rs. one lakh, security deposit (S.D.) will be submitted by the successful bidder either in the form of demand draft or Contract cum Equipment Performance Bank Guarantee (CPBG) as per format prescribed by GAIL (India) Ltd. for 10% of the total order value (including taxes and duties). The CPBG should be valid for 3 months beyond guarantee/warranty period and is to be submitted within 15 days from the date of receipt of order.
 - vi) The Bid bond/CPBG shall be from Nationalised Bank or Indian Scheduled Bank having net worth of more than Rs. 100 Cr.
12. Necessary testing facility to be provided free of charge to inspecting officer at vendor's premises.
13. When materials are rejected, the same will be intimated to the vendor with the details of such rejected material as well as the reasons for their rejections. The material will be lying at the consignee's premises at the risk and cost of the supplier. The supplier will also be called upon either to remove the materials or to give instructions as to their disposal within 14 days from the date of receipt of intimation from the supplier and in the case of dangerous / infested and perishable materials within 48 hrs. failing which the consignee will either return the materials to the supplier on freight to pay or otherwise dispose them off at the supplier's risk and cost. The consignee will also intimate the concerned paying authority, quantity of the material so rejected so as to recover the freight charges from the supplier. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed @ 5% of the value of materials for each month or part of a month till the rejected stores are finally disposed off.
14. **Warranty :**

The supplier shall warrant that everything to be furnished hereunder shall be free from all defects and faults in material, 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 offered and in full conformity with the specifications, drawings or samples, if any, and shall if operable, operate, properly. This warranty shall survive inspection of payment for and acceptance of the goods but shall expire twelve months from the date of operation or 24 months from the date of despatch, whichever is earlier.
15. If an order is placed on a bidder, in preference to the lowest acceptable offer, in consideration of shorter delivery period the supplier will be liable to pay to GAIL the difference between the ordered rate and the rate quoted by the lowest acceptable bidder in case he fails to complete the supply within the specified delivery period. This is without prejudice to other rights under terms of order.
16. 100% payment will be released within 15 days of receipt and acceptance of materials, Installation at site/stores (As the case may be) through e-banking. (includes refund of EMD/SD)

The bidder should have an account in any branch of State Bank of India / HDFC / ICICI bank, which have e-banking facilities so that the payment through e-banking shall be made to the bidder. In case account is not available please open an account in any one of these banks and advise the same in your offer.
17. Invoice : In case where documents are not routed through Bank, original plus one copy of invoice with dispatch document may be directly sent to Stores Incharge GAIL, Vijaipur immediately after dispatch with copies to purchaser and the consignee mentioned in purchase order. Invoice must bear the purchase order no. with date and should also indicate the dispatch particulars. It may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

18. 50% of ordered quantity may be reordered on the same rates, terms & conditions during the delivery period including any extension thereof or within six months from the date of original supply order whichever is later.
19. GAIL reserves the right to accept/reject any or all tenders without assigning any reason whatsoever.
20. **Packing & Marking :** While dispatching ordered stores, it will be the responsibility of the supplier to properly pack the consignment so as to enable its delivery at destination free from loss, damage or pilferage. Each packing must contain a list of stores packed therein. Each packing/bundle must be prominently marked with order no. and packing no. & consignee name & address.
21. **Despatch documents :** An advice note indicating the order no. shall accompany each consignment. A duplicate advice note along with Railway or Lorry Receipt (consignee copy of LR) must be sent to the consignee through regd. Post/Courier in advance before arrival of materials at destination. Any demurrage/wharfage etc. incurred on account of late/none receipt of dispatch document/wrong dispatch of consignment will be recovered from supplier. All RRs/LRs must be in the name of consignee as stated in the purchase order and only where specifically agreed the same can be consigned to "Self". Required test certificates must be sent alongwith dispatch documents.
22. Unless permitted by GAIL, for order value upto Rs. 50,000/- supplier shall dispatch all the ordered items in single lot/consignment and for order value exceeding Rs. 50,000/- supplier can dispatch the ordered items in maximum two lots/consignments.
23. **Failure and termination :**

Time and date of the delivery shall be the essence of the contract. If the supplier, fails to deliver the materials or any installment thereof within the period fixed for such delivery in the schedule or at any time repudates the contract before the expiry of such period, the purchaser may without prejudice to any other right or remedy available to the purchaser, recover damages for breach of the contract as follows:

- i) Recover from the contractor, as agreed, liquidated damages and not by way of penalty a sum equivalent to ½% (half percent) of the total order value per week for such delay or part thereof (this is an agreed, genuine pre-estimate of loss or damage duly agreed by the parties without there being any proof of actual loss or damage caused by such delay) where delivery thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidated damages may be upto 5% (five percent) of the total order value.
 - ii) Purchase or authorise the purchase elsewhere on the account and at the risk of the supplier, of the stores not so delivered, or others of a similar description (where stores exactly complying with the particulars are not in the opinion of the purchaser which shall be final, readily procurable) by serving prior notice to the supplier without cancelling the contract in respect of the installment not yet due for delivery, or
 - iii) Cancel the contract or a portion thereof by serving prior notice to the supplier and if so desired, purchase or authorise the purchase of the stores, not so delivered or others of a similar description (where stores exactly complying with particulars are not, in the opinion of the purchaser which shall be final, readily procurable) at the risk and cost of the supplier. If the supplier had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchase even though the lowest. Where the contract is terminated at the risk and cost of the supplier under the provisions of this Clause, it shall be in the discretion of the purchaser to exercise his discretion to collect or not, the security deposit from the supplier, on whom the contract is placed at the risk and expense of the defaulted supplier.
 - iv) Where action is taken under sub-Clause (ii) or sub Clause (iii) above the supplier shall be liable for any loss which the purchaser may sustain on that account, provided the purchase or if there is an agreement to purchase, such agreement is made, in case of such failure to deliver the stores, within 6 months from the date of such failure and in case of repudiation of the contract within six months from the date of cancellation of contract. The supplier shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be at the entire discretion of the purchaser. It shall be necessary for the purchaser to serve a notice of such purchase on the supplier.
 - v) It may be noted that Clause (i) above provides for recovery of liquidated damages at the rate of ½% (half percent) of the total order value per week (or part thereof) of delay upto a ceiling of 5% (five percent) of total order value. Liquidated damages for delay in supplies thus occurred will be recovered by the paying authorities of the purchaser specified in the supply order from the bill for payment of the cost of the material submitted by the supplier or his foreign principals in accordance with term of the supply order or otherwise.
 - vi) Notwithstanding anything stated above, equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time, the equipment and material will be considered as delayed until such time as all the missing parts are also delivered.
24. **General Conditions :** The bidders are requested to note the following conditions which among others, shall form part of the purchase order arising out of this tender :-
- i) **FORCE MAJEURE :** The delivery, period indicated in the purchase order should be strictly adhered to and normally no extension in the delivery would be granted. However if at any time during the currency of the contract, the performance in whole or in part by either party, of any obligation under the contract shall be prevented or delayed by way of any war, hostilities (whether war is declared or not), acts of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, strikes, lock-outs or acts of GOD, provided notice of any such happening is given by either party to other in respect of such non performance or delay in performance & deliveries under the contract shall be resumed as soon as practicable after the event has come to an end/ceased to exist, provided that if performance in whole or part of the contract is prevented or delayed for a period exceeding 60 days either party may, at its option, terminate the contract.
 - ii) **SUB-LETTING AND ASSIGNMENT :** The supplier shall not, save with the previous consent in writing of the purchaser, sub-let 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 supplier from any obligation, duty or responsibility under the contract.
 - iii) **ARBITRATION :** All disputes or difference whatsoever that shall at any time arise between the parties relating to execution of this Contract/Purchase order shall be referred to the Sole Arbitrator appointed by the General Manager of GAIL (India) Ltd. whose award shall be final and binding on both the parties.
 - iv) The contract shall deem to have been entered at Vijapur and all suits in respect of this contract shall be under the Jurisdiction of the court in New Delhi.