

REQUEST FOR QUOTATION

To,
GAIL WEBSITE VENDOR,
India
Vendor Code : 101019938

RFQ No. :GAIL/AG/07/0505/3200031680/JBS/C&P/
Date:29.04.2007
RFQ Due on : 21.05.2007 at 14:00 Hrs IST
Tender Opening Date : 21.05.2007 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:

FLOW METER, GENERAL SPARES

SUPPLEMENTARY REQUIREMENTS:

1	8115963903	EACH	15	_____
	RPG METER,G65,2 INCH,150 LBS			
	ROTARY POSITIVE DISPLACEMENT METER##			
	SIZE: 2 INCH##			
	TYPE: G65##			
	PRESSURE: 150 LBS##			
2	8115963913	EACH	7	_____
	RPG METER,G160,150#,3 INCH			
	ROTARY POSITIVE DISPLACEMENT METER##			
	TYPE: G160##			
	SIZE: 3 INCH##			
	PRESSURE: 150 LBS##			
3	8115964453	EACH	8	_____
	TURBINE METER,G250,3INCH,150 LBS			

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

TURBINE METER##
TYPE: G250##
SIZE: 3 INCH##
PRESSURE: 150 LBS##

EMD Details : Refer section-I invitation of Bids.

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

Instruction to Bidders : SECTION I

Invitation for Bids

SUB: TENDER FOR SUPPLY OF ROTARY POSITIVE DISPLACEMENT METER & TURBINE METER.

1.0 GAIL (India) Limited invites sealed bids from eligible bidders for subject items.

I. DELIVERY PERIOD : Within 03 months from the date of FOI on FOT Despatch point (For Domestic Bidders) and within 02 month on FOB port of exit basis (for Foreign Bidder)

II. EARNEST MONEY:Rs 1, 10,000/=For Indian Bidders
USD 2500 For Foreign Bidders

III. DATE AND TIME FOR SUBMIS.: 21.05.2007 at 14.00 hrs IST
SION OF BIDS.

2.0 Bid Document is non-transferable. Bids received from bidders in whose name bid document has been issued shall only be considered. In addition, the bid from prospective bidders who download the tender document from GAIL website (gailonline.com) shall also be considered acceptable

3.0 Bids complete in all respect should reach on or before the BID DUE DATE AND TIME. Bids through Fax/ E-mail shall not be considered.

4.0 The Bid Document calls for offers on single point "Sole Bidder" responsibility basis. Order will be placed on the "Sole Bidder" alone (in whose name the bid document has been issued) who will be responsible for all contractual purposes. Further the bidders are advised to ensure that their offer is on single bidder responsibility basis and in total compliance of scope of supply as specified in Bid Document.

5.0 The bid should be prepared by the "Sole Bidder" and should be sent to GAIL directly. GAIL reserves the right to reject offers made by intermediaries/ representatives.

6.0 Bidder shall ensure that Bid Security having a validity of validity of 6 months from the bid due date, must accompany the offer in the format made available in the Bid Document. Any offer, unaccompanied with Bid Security (Part-C) will not be opened.

7.0 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document.

8.0 GAIL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.

THIS IS NOT AN ORDER

Yours faithfully,

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

for and on behalf of GAIL (India) Limited

(K K Dhiran)
Manager (C&P)
Email : kkdhiran@gail.co.in
Phone: 91 562 2520285 Extn. 380, 0562-6535438(Direct)

SECTION - II

INSTRUCTIONS TO BIDDERS

Table of Contents

- A. General
 - 1. Scope of Bid
 - 2. Eligible Bidders
 - 3. One Bid per Bidder
 - 4. Cost of Bidding
- B. Bidding Documents
 - 5. Content of Bidding Documents
 - 6. Clarification of Bidding Documents
 - 7. Amendment of Bidding Documents
- C. Preparation of Bids
 - 8. Language of Bid
 - 9. Documents Comprising the Bid
 - 10. Bid Form & Price Schedule
 - 11. Bid Price
 - 12. Bid Currencies
 - 13. Document Establishing Good Eligibility
 - 14. Period of Bid Validity
 - 15. Bid Security
 - 16. Format and Signing of Bid
 - 17. Zero Deviation
 - 18. E-Payment
 - 19. Agent/Consultant/Representative/Retainer/Associate
- D. Submission of Bids
 - 20. Sealing and Marking of Bids
 - 21. Deadline for Submission of Bids

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

- 22. Late Bids
- 23. Modification and Withdrawal of Bids
- E. Bid Opening and Evaluation
 - 24. Bid Opening
 - 25. Process to be Confidential
 - 26. Contacting the Purchaser
 - 27. Preliminary Examination of Bids
 - 28. Arithmetic Correction
 - 29. Conversion to Single Currency
 - 30. Evaluation and Comparison of Bids
 - 31. Purchase Preference & Purchase Preference
- F. Award of Contract
 - 32. Post Qualifications
 - 33. Award Criteria
 - 34. Purchaser's right to Vary Quantities at the time of Award
 - 35. Purchaser 's Right to Accept any bid and to Reject any or all Bids
 - 36. Notification of Award
 - 37. Acceptance of Purchase order
 - 38. Contract cum Performance bank Guarantee
 - 39. Income Tax Liability
 - 40. Corrupt or Fraudulent Practices

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. 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 Section-V, Technical Specifications.

1.2 The successful bidder will be expected to complete the Scope of supply within the period stated in tender document.

1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/tendered", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

2.DELETED

3. One Bid Per Bidder

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

4. Cost of Bidding

4.1 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.

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

B. BIDDING DOCUMENTS

5. Content of Bidding Documents

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

Section-I	: Invitation for bids (IFB)
Section-II	: Instructions to Bidders (ITB) & Format
Section-III	: General Conditions of Contract (GCC-Goods)
Section-IV	: Special Conditions of Contract (SCC)
Section- V	: Technical Specifications
Section-VI	: Price Schedule

5.2 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.

6. Clarification of Bidding Documents

6.1 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 10 days prior to the deadline 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.

7. Amendment of Bidding Documents

7.1 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.

7.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Clause-5.1 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.

7.3 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

8 Language of Bid

8.1 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

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

shall govern.

8.2 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.

9 Documents Comprising The Bids

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

9.1.1 Envelope -I: Super scribing Techno-Commercial Un-priced Bid (PART-I)

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

- i) Bidder's general details/information as per format F-1
- ii) A Bid Form as per format F-2
- iii) A confirmation that prices in requisite formats, strictly complying with the requirement, with prices blanked out (similar to the Priced Bid kept in Envelope no. II).
- iv) Copy of Bid security in accordance with Clause II of IFB & Clause 15 of ITB to be furnished either in the form of Banker's cheque / Bank Draft in favour of "GAIL (India) Limited" payable at AGRA (UP) Bank Guarantee as per format F-3 / Letter of Credit as per format F-3A.
- v) Deleted.
- vi) Letter of authority in favour of any one or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-4
- vii) Confirmation of no deviation as per Format F-5
- viii) Certificate as per Format F-6
- ix) Any other information/details required as per bid document.
- x) Details of Agent/ Consultant/ Representative/ Associates as per F-8
- xi) Other details as per F-9.
- xii) Copy of purchase order should be enclosed with the details provided in Format F-10
- xiii) Format for documentation and terms and conditions as per Format F-11
- xiv) Questionnaire for Vendor/ Contractor as per Format F-12
- xv) Power of Attorney/Authority letter from competent official in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.

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

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

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

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

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

10. Bid Form & Price Schedule

10.1 The bidders shall complete the Bid Form and appropriate Price schedule furnished in the Section VI

REQUEST FOR QUOTATION (Cont.)

**RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007**

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.

11. Bid Prices

11.1 Indian Bidders shall indicate the following separately (as per Price Schedule)

- 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. Essentiality certificate may be provided by the Purchaser for Project imports wherever applicable.
- D) The statutory variation in Excise Duty & Sales Tax on finished goods covered under Cl. 11.1(B) within the contractual delivery period 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 (except CVD) 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. 11.2 (C) 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.
- E) GAIL shall not issue form C/ Consessional Form for this purchase.

NOTE: (i) Inland transportation, other local costs incidental to delivery of the goods to its final destination (FOT-site) shall be quoted by the Bidder. However, same shall be paid as per actual on submission of documentary proof.

(ii) Transit Insurance shall be arranged by Purchaser.

11.2 Foreign Bidders shall submit prices separately for the following (as per Price Schedule)

- A) FOB port/airport of shipment inclusive of all taxes, duties and storage charges upto FOB port of Shipment basis.
- B) C&F port/airport of discharge (Mumbai, INDIA).
- C) CIF Port/airport of discharge (Mumbai, INDIA).

11.3 The bidder's break-up of price components in accordance with above sub-clauses will be solely for the purpose of facilitating the comparison of bids and will not in any way, limit the PURCHASER's right to contract on different terms.

11.4 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 11.1(D) for domestic bidders. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

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

12 Bid Currencies

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

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

12.2 Foreign bidders may submit bid in home currency of bidder's country or in US Dollars / EURO or in any other currency.

12.3 A bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of ITB Clause 12.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.

12.4 Currency once quoted will not be allowed to be changed. PURCHASER shall not be compensating for any exchange rate fluctuation.

13 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

13.1 Pursuant to ITB Clause 9, 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.

13.2 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.

13.3 For purpose of the commentary to be furnished under Clause-13.2 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.

14 Period of Validity of Bids

14.1 The bid shall remain valid for acceptance for four (4) months from the bid due date. PURCHASER shall reject a bid valid for a shorter period being non-responsive.

14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder 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 15.0 in all respects.

15 Bid Bond/ EMD

15.1 Pursuant to ITB Clause-9, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids valid for six months from the due date of tender.

15.2 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-15.7

15.3 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 Agra (UP) India (issued by Indian Nationalised / Scheduled bank or first

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

class International bank) or in the form of Bank Guarantee/ irrevocable Letter of Credit 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 or Letter of Credit, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Domestic and from any reputed International bank or Indian scheduled bank in case of foreign bidder. However, in case of Bank Guarantee/Letter of Credit from banks other than the Nationalised Indian banks, the bank must be commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee / Letter of Credit itself or separately on its letterhead.

The Bid Security shall be valid for six months beyond the bid due date as specified in Clause 14.0 of ITB.

15.4 Any bid not secured in accordance with ITB Clause 15.1 and 15.3 may be rejected by the PURCHASER as non-responsive.

15.5 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-14.

15.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause-37 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-38.

15.7 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-37 or
 - ii) to furnish Performance Guarantee in accordance with ITB Clause-38
 - iii) to accept correction of errors pursuant to ITB Clause-28.0
- c) If the Bidder changes the proposed manufacturer after submission of his bid.

15.8 Bid Security should be in favour of GAIL (India) Limited and addressed to GAIL. Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential to have proper correlation at a later date. The Bid Security in the form of Bank Guarantee or Letter of Credit shall be in the form provided in the Bidding Document.

15.9 For Domestic Bidders : Central Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the quoted items upto the monetary limit they intend to quote and subject to their enclosing with their bid a copy of the latest and current Registration Certificate.

16 Format And Signing of Bid

16.1 The bidder shall prepare one original of the document comprising the bid as per clause 9.0 of ITB marked "original". In addition, the bidder shall submit one copy of the bid clearly marked "copy". In the event of any discrepancy between the original and the copies, the original will govern.

16.2 The original and copy of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by 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.

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

17 Zero Deviation/ Rejection Criteria

17.1 DEVIATION TO TERMS AND CONDITIONS OF TENDER DOCUMENT MAY LEAD TO

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

REJECTION OF OFFER.

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

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

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

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

17.2 REJECTION CRITERIA:

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

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

BIDDER IS REQUESTED TO FILL FORMAT F-12 AND SUBMIT ALONG WITH OFFER.

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

18 E-Payment

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

18.1 GAIL (India) Limited has initiated payments to domestic suppliers electronically and to facilitate the payments electronically, the bidder should have an account with HDFC Bank or State Bank of India or ICICI Bank so that the payment through e-banking be made to the bidder, in case 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.

19 Agent/ consultant/ Representative/ Retainer/ Associate

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

19.2 In the event bidder is having as Agent/ Consultant/ Representative/ Retainer/ Associate/ servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/ Consultant/ Representative /Retainer /Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/ Representative/ Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/Consultant/ Representative/Retainer/Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to GAIL. Such remuneration/commission will be paid by GAIL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration/commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of GAIL. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder:

- (i) The precise relationship between the foreign manufacturer/principal and their Agent/Consultant/ Representative/Retainer/Associate in India.
- (ii) The mutual interest which the manufacturer/principal and the Agent/ Consultant/ Representative/ Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee.
- (iv) Permanent Income Tax number of Agent/ Consultant/ Representative/ Retainer/ Associate in India.
- (v) All services to be rendered by the Agent/ Consultant/ Representative / Retainer/Associate.

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

19.3 Overseas bidder should send their bids directly and not through Agent/ Consultant /Representative / Retainer /Associate will not be recognized. Agent/ Consultant/ Representative/Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to purchase bidding documents and attend bid opening provided such as Agent/ Consultant/ Representative/Retainer/Associate has a power of attorney/letter of authority setting out very clearly his role, which will be limited to such areas of activity as purchase of bidding documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to GAIL in advanced for scrutiny and acceptance or otherwise.

D. SUBMISSION OF BIDS

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

20 Sealing And Marking of Bids

20.1 Bid shall be submitted in the following manner in separate sealed envelopes duly superscribed as below:

Part I - Techno-commercial/ unpriced Bid

Part II - Priced Bid

Part III - Original Bid Security

20.2 Techno Commercial Un-priced Bid : (Part I) Original Bid of Techno-commercial Un-priced Bid shall be sealed in one separate envelope super scribing "Techno-Commercial Un-Priced Bid for -----Procurement" "Original". Copy of Techno-Commercial unpriced Bid shall be sealed in separate envelopes super scribing "Techno-Commercial un Priced Bid for ----- Procurement" "Copy". Both the two envelopes (1 original + 1 copy) shall be sealed in one separate envelope super scribing "Techno-Commercial Un-Priced Bid for ----- Procurement containing One Original + one copy".

20.3 Price Bid : (Part II) Original Price Bid shall be sealed in separate envelopes super scribing "Price Bid for ----- Procurement" "Original".

20.4 Bid Security : (Part-III) Original and one copy shall be sealed in separate envelopes clearly super scribing "Bid Security for -----Procurement" "Original" or "Copy" as the case may be. These envelopes shall be further sealed as detailed hereunder.

20.5 All three envelopes containing Techno-Commercial un-priced Bids, Price Bids and Bid security shall further be sealed in one outer envelope super scribing "Bid for -----Procurement", Bidding Document Number and shall be addressed to Manager (C&P) at address mentioned below.

20.6 Bids must be received at the following Address :

Manager (C&P)
GAIL (India) Limited
G-10/8, Padamdeep Tower,
IIIrd Floor, Sanjay Place.
Agra, U.P. (India)
Pin : 282 002
Phone: 91 5626535438

20.7 Each envelop shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.

20.8 If the outer envelope is not sealed and marked as above, the PURCHASER will assume no responsibility for the misplacement or premature opening of the bid. Also Bidder shall ensure that the envelopes used are strong enough to with stand the weight and enroute handling by Postal department/ Courier Services.

21 Deadline for Submission of Bid

21.1 Bids must be received by the Purchaser at the address specified in Clause 20.6 above not later than the date and time specified in the IFB.

21.2 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.

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

22 Late Bids

22.1 Any bid received by the PURCHASER after the deadline for submission of bid prescribed under IFB shall be rejected and returned unopened to the bidder.

23 Modification And Withdrawal of Bids

23.1 The bidder may modify or withdraw his bid after the bid submission, but before the due date of submission provided that the written notice of the modification, including substitution or withdrawal of the bid is received by the PURCHASER prior to the deadline prescribed for submission of bids.

23.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of ITB Clause-20, with the outer envelopes additionally marked "modification" or "withdrawal" as appropriate. A withdrawal notice may also be sent by fax/post, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

23.3 No bid shall be modified after the deadline for submission of bids.

23.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of his bid security.

E. OPENING AND EVALUATION OF BIDS

24 Bid Opening

24.1 The Purchaser will open bids (Part-I & III) including withdrawals and modifications made pursuant to Clause 23.0 of ITB), at date, time as stipulated in IFB.

24.2 Envelopes marked "withdrawal" shall be opened first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 21.0 of ITB shall not be opened. Subsequently, all envelopes marked "Modifications" shall be opened and submissions therein read out in appropriate details.

24.3 The bidder's names, bid modifications and withdrawals, the presence (or absence) and amount of bid security and any other such details as the Purchaser may consider appropriate will be announced by the Purchaser.

25 Process to be Confidential

25.1 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 Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.

26 Contacting the Purchaser

26.1 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.

26.2 Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.

27 Preliminary Examination of Bids

27.1 Techno-Commercial Bid Evaluation

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

27.1.1 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.

27.1.2 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 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened.

27.1.4 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.

27.1.5 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.

28 Arithmetic Corrections

28.1 The bids will be checked for any arithmetical errors as follows :

28.1.1 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.

28.1.2 If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

29 Conversion To Single Currency

29.1 To facilitate evaluation and comparison, the PURCHASER will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees at the Bills selling exchange rate declared by the State Bank of India on the day prior to price bid opening.

30 Comparison of Bids

30.1 The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause - 27.

30.2 Bid Comparison Criteria :

30.2.1 The evaluation of all the responsive bid for supplies to be arrived at the lowest evaluated offer as

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

under :

(A) Domestic Bidders :

The evaluated price of domestic bidders shall include the following:

- i) Ex-works price quoted by the bidder (including packing, forwarding, taxes and duties including customs duties, if any, on components and raw materials but excluding Inland Transportation to PURCHASER'S site)
- ii) Excise duty on the finished goods.
- iii) Sales Tax on the finished goods

B) Foreign Bidders :

The evaluated price of foreign bidders shall include the following:

- i) F.O.B. price quoted by the bidder
- ii) Ocean freight(shall be applicable at actual as per guidelines of ministry of surface transport India..
- iv) Marine insurance @1% of FOB price
- v) Landing charges @1% on CIF value,
- vi) Prevailing rate of Customs duty on (CIF value + Landing charges)

30.2.2 The evaluated price of all the domestic bidders and foreign bidders as above shall be compared together to arrive at the lowest offer as given below:

- i) WHERE DOMESTIC & FOREIGN OFFER EXIST :

The comparison between foreign & indigenous offers shall be done on the basis of Ex-works (including E.D. & Sales Tax) and CIF price of foreign bidder arrived as above plus 1% landing charges and Customs Duty

- ii) WHERE ONLY FOREIGN OFFER EXIST :

F.O.B. basis.

- iii) WHERE ONLY DOMESTIC OFFER EXIST :

F.O.T site basis inclusive of all duties and taxes.

30.3 Bids not conforming to technical specifications/requirements shall be rejected.

31 Purchase Preference and Price Preference: NOT APPLICABLE

F. AWARD OF CONTRACT

32 Post Qualification

32.1 In the absence of prequalification, the PURCHASER will determine to its satisfaction whether the

REQUEST FOR QUOTATION (Cont.)

**RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007**

bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.

32.2 The determination will take into account the bidder's financial, technical and production capabilities as well as such other information as the PURCHASER deems necessary and appropriate.

32.3 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.

33 Award Criteria

33.1 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.

34 PURCHASER's Right to Vary Quantities at Time of Award

34.1 PURCHASER reserves the right at the time of award of ORDER to increase or decrease by upto 10 % 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.

35 PURCHASER's Right To Accept Any Bid And To reject Any or All Bids

35.1 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.

36 Notification of Award / Fax of Intent

36.1 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.

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

36.3 Upon the successful bidder's furnishing of contract performance bank guarantee, pursuant to ITB Clause-38, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to ITB Clause-15.

37 Acceptance of Purchase Order

37.1 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.

38 Contract cum Performance Bank Guarantee (CPBG)

38.1 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 in accordance with Clause 12 of General Conditions of Contract (GCC-Goods) in the form provided in the bidding documents. The bank guarantee/Letter of Credit towards performance guarantee shall be in the currency of the Contract.

38.2 The performance guarantee shall be for an amount equal to 10% of the value of the contract towards faithful performance of the contractual obligations and performance of equipment. This Bank

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

Guarantee/Letter of Credit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees/ Letter of Credits 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/Letter of Credit shall be valid for a period as stated in Clause-12 of General Conditions of Contract (GCC-Goods).

38.3 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.

39 Income Tax Liability

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

40 Corrupt or Fraudulent Practices

40.1 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;

40.2 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.

41.0 THE WORDS "GAIL INDIA LIMITED" VIJAYPUR ,GUNA WHEREVER WRITTEN MAY BE READ REPLACED BY GAIL INDIA LIMITED, AGRA (UP) INDIA

FORMS AND FORMATS

F-1 BIDDER'S GENERAL INFORMATION

To
GAIL (India) Limited
G-10/8, Padamdeep Tower,
IIIrd Floor, Sanjay Place.
Agra, U.P. (India)

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

- 1-1 Bidder Name:
1-2 Registered Address:
1-3 Operation Address
if different from above:
1-4 Name of Contact Person:
1.5 Telephone Number _____
(Country Code) (Area Code) (Telephone Number)
1.6 E-mail address & Web Site _____
1.7 Telefax Number _____
(Country Code) (Area Code) (Telephone Number)
1.7.1 ISO Certification, if any {If yes, please furnish details}

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:

Tender No. #####..

Offer No. & Date: #####

F-2
BID FORM
To
GAIL (India) Limited
G-10/8, Padamdeep Tower,
IIIrd Floor, Sanjay Place.
Agra, U.P. (India)

Dear Sir,

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

After examining/reviewing the Bidding Documents #####..General and Special Conditions of Contract and Price schedule etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job of ##### ..and in conformity with, the said Bid Documents, including Addenda Nos. _____.

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

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

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

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

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

Place:

Signature of Authorised Signatory

Date:

Name:

Designation:

Seal:

Tender No. #####..

Offer No. & Date: #####

F-3

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID BOND
(To be stamped in accordance with the Stamp Act)

Ref..... Bank Guarantee No.....

Date.....

To

GAIL (India) Limited
G-10/8, Padamdeep Tower,
IIIrd Floor, Sanjay Place.

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

Agra, U.P. (India)

Dear Sir(s),

TENDER NO. _____
FOR _____

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

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

THE CONDITIONS OF THIS OBLIGATION ARE :

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

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

The Guarantee will remain in force upto _____and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the BANK)

(Signature of the Witness)

Name & Address of Witness :

Date :

INSTRUCTIONS FOR FURNISHING BID-GUARANTEE
BANK GUARANTEE

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

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 security should be 6 months from the bid due date.
3. The bank guarantee by bidders will be given from bank as specified in ITB
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser 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 Purchaser confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore) or equivalent along with a documentary evidence.

F-3A

FORMAT FOR LETTER OF CREDIT FOR BID SECURITY

To,

GAIL (India) Limited
G-10/8, Padamdeep Tower,
IIIrd Floor, Sanjay Place.
Agra, U.P. (India)

Irrevocable and confirmed Letter of Credit No#####

Amount : Rs./US\$

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

Dear Sir,

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

- (i) The bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

by the Bidder.

(ii) The Bidder varies or modifies its Bid in a manner not acceptable to GAIL (India) Ltd. during the period of bid validity or any extension thereof duly agreed by the Bidder.

(iii) The Bidder, having been notified of the acceptance of its Bids,

(a) Fails or refuses to execute the supply order/contract

(b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of bid Security.

(c) Fails to accept arithmetic corrections as per tender conditions.

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

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

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

5. Please obtain reimbursement as under :

#####.

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

FOR#####.

Authorised Signature
(Original Bank)

F-4

LETTER OF AUTHORITY

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

No.

Date:

GAIL (India) Limited
G-10/8, Padamdeep Tower,
IIIrd Floor, Sanjay Place.
Agra, U.P. (India)

SUB: Tender no. #####for#####.

Dear Sir,

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

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

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

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

Yours faithfully,

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:

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

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

F-5

NO DEVIATION CONFIRMATION

GAIL (India) Limited
G-10/8, Padamdeep Tower,
IIIrd Floor, Sanjay Place.
Agra, U.P. (India)

Dear Sir,

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

Place:

Signature of Authorised Signatory

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

Date:

Name:

Designation:

Seal:

Tender No. #####..

Offer No. & Date: #####

F-6

CERTIFICATE

GAIL (India) Limited
G-10/8, Padamdeep Tower,
IIIrd Floor, Sanjay Place.
Agra, U.P. (India)

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents award is given to us for #####..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 authorised to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:

Date:

Signature of Authorised Signatory

Name:

Designation:

Seal:

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

F-7

PROFORMA OF CONTRACT CUM PERFORMANCE BANK GUARANTEE
(ON NON JUDICIAL PAPER OF APPROPRIATE VALUE)

TO:

GAIL (India) Limited
G-10/8, Padamdeep Tower,
IIIrd Floor, Sanjay Place.
Agra, U.P. (India)

Dear Sirs,

M/s _____ have been awarded the work
of _____ vide PO no.
_____ dated _____ for GAIL (India) Limited,
G-10/8, Padamdeep Tower, Sanjay place, Agra (U.P). INDIA

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

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s _____ in performing any of the terms and conditions of the tender or in payment of any money payable to GAIL (INDIA) LTD. we shall on demand pay without any recourse to the bidder to you in such manner as you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ If any further

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ on whose behalf this guarantee is issued.

6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Delhi Courts.

7. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully,

By its Constituted Attorney

Signature of a person duly
authorised to sign on behalf of _____ the Bank.

INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE SECURITY

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

F-8

DETAILS OF INDIAN AGENT /CONSULATANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATES

To
GAIL (India) Limited
G-10/8, Padamdeep Tower,
IIIrd Floor, Sanjay Place.
Agra, U.P. (India)

1.0 Name of Indian agent/ Consultant/
Representative/ Retainer/ Associates

2.0 Address

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

-
- 3.0 Nature of Services to be rendered
- 4.0 Name of Contract Person:
- 5.0 Telephone Number _____
(Country Code) (Area Code) (Telephone Number)
- 6.0 E-mail address & Web Site _____
- 7.0 Telefax Number _____
(Country Code) (Area Code) (Telephone Number)
- 8.0 PAN NO.
- 9.0 AGENCY COMMISSION INCLUDED _____% (IN FIGURS)
IN QUOTED PRICES AS % OF QUOTED
FOB PRICES (PAYABLE IN EQUIVALENT _____% (IN WORDS)
INDIAN RUPEES UPON RECEIPT OF
ACCEPTANCE OF ITEMS AT SITE
- 10.0 RELATIONSHIP
(WHETHER AGENT /CONSULATANT/
REPRESENTATIVE/ RETAINER/ ASSOCIATES)
- 11.0 Account no. in branch of SBI/HDFC/ICICI for payment of : _____
IAC.

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

Place: _____ Signature of Authorised Signatory
Date: _____ Name:
Designation:
Seal:

F-9

GENERAL DETAILS
(FOR FOREIGN BIDDER ONLY)

To
GAIL (India) Limited
G-10/8, Padamdeep Tower,
IIIrd Floor, Sanjay Place.
Agra, U.P. (India)

1.0 PORT/ AIRPORT OF EXPORT
IN BIDDER'S COUNTRY

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

- 2.0 CURRENCY OF BID
- 3.0 DETAILS OF BANKER
- 4.0 TYPE OF LETTER OF CREDIT: CONFIRMED/ UN-CONFIRMED
(In case confirmed letter of credit is required, confirmed charges shall be on bidder's account)

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:

Tender No. #####..

Offer No. & Date: #####

F-9

GENERAL DETAILS
(FOR Indian Bidder)

To
GAIL (India) Limited
G-10/8, Padamdeep Tower,
IIIrd Floor, Sanjay Place.
Agra, U.P. (India)

- 1.0 RATE OF APPLICABLE EXCISE DUTY: _____% (IN FIGURE)
_____ % (IN WORDS)
- 2.0 CENVET BENEFIT THAT GAIL CAN AVAIL _____% (IN FIGURE)
_____ % (IN WORDS)

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

3.0 EXCISE TRAIIF HEAD _____

4.0 RATE OF APPLICABLE SALE TAX : _____% (IN FIGURE)
(AGAINST FORM C/ CONSESSIONAL FORM) _____% (IN WORDS)

5.0 TIN NO. : _____

6.0 ECC NO. : _____

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:

Tender No. #####..

Offer No. & Date: #####

F-10

DETAILS OF SIMILAR ORDER EXECUTED DURING PAST FIVE YEARS

Description of items	Place	Full Postal Address and phone nos of Client & Name of Officer-in-Charge	Value of order	Contractual delivery date	Date of Actual supply	Reasons for delay in supply, if any
----------------------	-------	---	----------------	---------------------------	-----------------------	-------------------------------------

Note: Copies of purchase order/ completion certificate for the above supply to be enclosed.
The PO earlier than five years need not be indicated here
The list of PO, not of similar nature need not be indicated here Failing to comply aforementioned instructions may lead to rejection of bid.

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:

F-11

FORMAT FOR DOCUMENTATION AND TERMS AND CONDITIONS

SL. NO.	DESCRIPTION	DETAILS/ CONFIRMATION
---------	-------------	-----------------------

1.	.	#####...
----	---	----------

2.	CONFIRMATION TO TERMS AND CONDITIONS	
----	--------------------------------------	--

- (I) FIRM PRICE
- (II) SCOPE OF WORKS/ SPECIFICATIONS
- (III) PRICE SCHEDULE/ PRICE BASIS
- (IV) DELIVERY/ COMPLETION PERIOD
- (V) PERIOD OF VALIDITY OF BID
- (VI) PRICE REDUCTION SCHEDULE
- (VII) PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT
- (VIII) GUARANTEE
- (IX) ARBITRATION/ JURISDICTION OF COURT
- (X) BID BOND/EMD
- (XI) FORCE MAJEURE

CONFIRMED AS PER RFQ

3.

BANK A/C NO. IN SBI/ HDFC/ ICICI BRANCH WHICH HAS E-BANKING FACILITY.
(FOR DOMESTIC BIDDER ONLY)

Bank :#####

Account no. : #####

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

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.

4. DETAILS OF EMD/ BID BOND

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

PLACE:

SIGNATURE OF AUTHORISED SIGNATORY

DATE:

NAME:

DESIGNATION:

SEAL:

F-12

QUESTIONNAIRE FOR SUPPLIER/CONTRACTOR

DELETED

F-13 (A)

PACKING, MARKING AND SHIPPING INSTRUCTIONS

(FOR FOREIGN BIDDERS)

1.0 PACKING

1.1 Packing shall be strong and sturdy such that it can withstand loading/unloading, pushing and crane lifting etc. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new and unless otherwise specified, shall be of packer's standard for export shipments.

1.2 Fragile articles should have special packing materials depending on type of materials.

1.3 Pipes shall be packed as under:

a) Up to 50 mm NB in Wooden cases/crates

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

- b) Above 50 mm NB and up to 100mm NB in Bundles and the bundles should be strapped at minimum three places
c) Above 100mm NB in loose
Individual cases / bundles must contain the pipes of same size and length. Ends should be capped.

- 1.4 Pipes/tubes of stainless steel, copper etc., shall be packed in wooden cases irrespective of sizes.
1.5 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage.
1.6 All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
1.7 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Irons/steels angle should be provided at the place where sling markings are made to avoid damage to package/equipments while lifting.
1.8 All threaded fittings and pipes should be greased and provided with plastic caps.
1.9 Attachments and spare parts of equipments and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
1.10 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
1.11 Wherever required equipments/materials shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect them.
1.12 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in water proof envelope and covered by metal cover. In case of bigger dia pipes and large equipments, documents contained in the envelope shall be fastened inside a shell connection with an identifying arrow sign 'Documents' applied with indelible paint.

2.0 MARKING

- 2.1 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

Purchaser: GAIL (India) Ltd., Agra

Destination:

Purchase Order No.#####

Net Wt. #####Kgs. #####Gross Wt. #####. Kgs

Dimensions #####X #####X #####CM

Package No. (S. No. of total packages) #####..

Seller's Name #####.

- 2.2 Letters, figures, marks etc., used for marking shall be stencil printed. Handwriting should be avoided as far as possible. Size of letters shall be optimum for each package dimension.

- 2.3 In case of bundles or other packages wherever marking can not be stencilled the same shall be embossed on metal or similar tag and wired securely at minimum two convenient points and both ends shall be suitably protected/covered. In case of loose pipes sticker of above markings should be pasted on inner wall corner of each pipe on both sides.

3. SHIPMENT AND ADVANCE NOTICES

Immediately after shipment, seller shall send advance information of shipping/dispatch particulars, by way of fax message by giving following details:

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

-
- i) Vessel Name or Flight No.
 - ii) Bill of lading No. or AWB No. & Date.
 - iii) E.T.A. Mumbai.
 - iv) Invoice Nos. & Date.
 - v) Invoice Value.
 - vi) No. of cases
 - vii) Gross Weight
 - viii) Other details if any

The above shipping details/information shall be sent to :

a) Manager (C&P), GAIL (India) Ltd, G-108, Padamdeep Tower , IIIrd Floor, Sanjay Place, Agra (UP), India Phone No. 91 5626535438.

b) Manager (C&P) GAIL (India) Ltd , MMRDA Bldg., 3rd Floor, Bandra Kurla Complex, Bandra East, Mumbai-400051,India Phone: 91 22-26592228,
Fax No. 91 22 2659 2277/2373
For expeditious collection and clearance of material from Customs/port authorities.

4. HOW TO ARRANGE SHIPMENT

4.1 Shipment by Air shall be arranged through GAIL's forwarding/consolidation agent on "FREIGHT TO PAY" basis consigned to Mumbai Office, India for Mumbai discharge.

4.2.1 Shipment by sea shall be arranged through GAIL's nominated forwarding agent.

Details of forwarding agents in vendors country for air or sea freighting shall be provided in purchase order.

5. PREPARATION OF SHIPPING DOCUMENTS

The Bill of lading / AWB shall indicate the following.

Shipper - Government of India (for FOB)

Port Consignee - MANAGER (C&P), GAIL (India) Ltd ,
BANDRA KURLA COMPLEX, MMRDA BLDG,
3RD FLOOR, BANDRA EAST, MUMBAI - 400 051 (INDIA)
Phone : 91 22-26592228,
Fax No.: 91 22 2659 2277/ 2373

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

Conditional or qualified bill of lading/AWB shall not be accepted. All documents including Bill of lading, packing-list etc. shall be in English language only.

The Bill of lading/AWB, Invoice and packing list specifically must show, Mark & No., contents, case wise, country of origin, consignee, Airport/Port of destination and all other particulars.

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

The packing list must show apart from other particulars, the actual contents in each case, net & gross weights and dimension with number of packages. The invoice must show the unit rate and net total FOB price (C&F prices in case of order on C&F basis) and should indicate, Mumbai as Port/Airport Consignee.

One set of Shipping Documents should contain minimum following documents. Any additional documents as may be mentioned in P.O. and agreed between Seller/Purchaser in some specific case shall also be made available.

- i) Bill of Lading/AWB
- ii) Invoice
- iii) Packing List
- iv) Certificate of Conformity and Manufacturer's Certificate towards Product Warranty.
- v) Copy of Fax sent to GAIL, Mumbai/AGRA and Insurance Company as indicated at Sl. Nos. 3 (a), 3 (b) & 3 (c).

6. DISPOSAL OF SHIPPING DOCUMENTS

6.1 SEA SHIPMENTS

The seller shall obtain the shipping documents complete in all respect including three original stamped copies of Bill of Lading immediately after making shipment and courier the same as under :

- i) Two copies of original bill of lading with one non negotiable copy of bill of lading along with three copies each of invoice, packing list, and all other documents as specified in L/C through bank to GAIL, Agra.
- ii) One copy of original bill of lading along with all other specified shipping documents to Manager (C&P) GAIL (India) Ltd , MMRDA Bldg., 3rd Floor, Bandra Kurla Complex, Bandra East, Mumbai-400051,India
Phone : 91 22-26592228,
Fax No. 91 22 2659 2277/2373
- iii) A set of non-negotiable shipping document as mentioned at (i) above to Manager (C&P), GAIL (India) Ltd, G-10/8, Padamdeep Tower , IIIrd Floor, Sanjay Place, Agra (UP), India Phone No. 91 5626535438

6.2 AIR SHIPMENTS

Supplier shall obtain shipping documents complete in all respect including original stamped copies of MAWB/HAWB/AWB immediately after making shipment and prefer the same as under :-

- i) First original AWB along with one copy of non negotiable AWB and 3 copies of invoice, packing list, and other documents as specified in L/C to be routed through bank duly negotiated.
- ii) Second set of documents (as mentioned at (i) above) to port office i.e. Manager (C&P) GAIL (India) Ltd., MMRDA Bldg., 3rd Floor, Bandra Kurla Complex, Bandra East, Mumbai-400051,India Phone : 91 22-26592228,

REQUEST FOR QUOTATION (Cont.)

**RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007**

Fax No. 91 22 2659 2277/2373

iii) Third set of documents {as mentioned at (i) above} to Manager (C&P), GAIL (India) Ltd, G-108, Padamdeep Tower , IIIrd Floor, Sanjay Place, Agra (UP), India Phone No. 91 5626535438

7 SHORT SHIPMENTS

7.2 Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short packed items.

F-13 (B)

Shipping Instruction/ Details
(For Domestic bidders)

1. MARKING INSTRUCTION

The supplier shall despatch the consignment in road transport worthy packing conforming to the prescribed standard in force. The packing should withstand journey & ensuring the safety to en-route & also arrival of material at ultimate destination in good condition.

Following marking to appear on packing on outer side.

For GAIL

Originating Destination

Final Destination

Consignee

Order No.

Item

Net Weight Gross Weight

Cases No.

(No. of total cases) Dimension

2 SHIPMENT & ADVANCE NOTICE :

2.1 Mode of transport shall be through road only.

2.2 Immediately on despatch, Seller shall send advance information of dispatch particulars, (within 24 hrs.), by way of fax message to the following, giving details of flight, LR no. its date, Invoice No., Date & value, No. of cases, gross weight, contents, etc. to Manager (C&P), GAIL (India) Ltd, G-108, Padamdeep Tower , IIIrd Floor, Sanjay Place, Agra (UP), India Phone No. 91 5626535438 and Ultimate Consignee (address will be given in Purchase Order)

3 The supplier shall ensure that transmission of dispatch documents are arranged in accordance with the contract terms. In case of delay in clearance due to non-availability of dispatch documents the same shall be the responsibility of supplier & will be liable to bear expenses incurred on account of

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

demurrage, wharfage etc.

4 PREPARATION OF DEAPATCH DOCUMENTS

All documents including LR, packing-list , Invoice etc. shall be in English language only. The LR Invoice and packing list specifically must show, Mark & No., contents, case wise, consignee, final destination and all other particulars. The packing list must show apart from other particulars, the actual contents in each case, net & gross weights and dimension with number of packages. The invoice must show item wise price break -up.

One set of Despatch Documents should contain at least the following documents.

- i) LR (original)
- ii) Invoice in Triplicate
- iii) Packing List in Triplicate
- vi) Manufactures test certificates/inspection note, warranty to Quality Certificates and any other document as specified in Purchase order

SECTION - III

GENERAL

CONDITIONS OF

CONTRACT-GOOD

Section - III

General Conditions of Contract-GOODS

INDEX

Article	Title
1.	Definitions
2.	Seller to inform
3	Application
4.	Country of origin
5.	Scope of Contract
6.	Standards
7.	Instructions, direction & correspondence
8.	Contract Obligations
9.	Modification in Contract

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

10. Use of Contract Documents & Information
11. Patent Rights, Liability & Compliance of Regulations
12. Performance Guarantee
13. Inspection, Testing & Expediting
14. Time Schedule & Progress Reporting
15. Delivery & Documents
16. Transit Risk Insurance
17. Transportation
18. Incidental Services
19. Spare Parts, Maintenance Tools, Lubricants
20. Guarantee
21. Terms of Payment
22. Prices
23. Subletting & assignment
24. Time as Essence of Contract
25. Delays in the Seller's Performance
26. Price Reduction Schedule for Delayed delivery
27. Rejections, Removal of rejected equipment & replacement
28. Termination of Contract
29. Force Majeure
30. Resolution of disputes/arbitration
31. Governing Language
32. Notices
33. Taxes & Duties
34. Books & Records
35. Permits & Certificates
36. General
37. Import Licence
38. Fall clause
39. Publicity & Advertising
40. Repeat Order
41. Limitation of Liability

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.

REQUEST FOR QUOTATION (Cont.)

**RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007**

- 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

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

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,. Goods are produced when, through manufacturing, processing or substantial

5 Scope of Contract

5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, and Annexure thereto.

5.2 The SELLER shall follow the best modern practices in the manufacture of GOOD.

5.4 The SELLER shall furnish 2 (two) copies in English language of Technical documents, test certificates, catalogues for GOOD 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.

5.6 All dimensions and weight should be in metric system.

5.7 The GOOD to be supplied 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 material and necessary certificates shall be furnished.

5.10 SELLER shall pack, protect, mark and arrange for despatch of GOOD as per instructions given in the CONTRACT.

6 Standards

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

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, attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.

- a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER.
- b. Invoices for payment against CONTRACT shall be addressed to PURCHASER.
- c. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

8 Contract Obligations

8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

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

9 Modification In Contract

9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER 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

REQUEST FOR QUOTATION (Cont.)

**RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007**

11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.

11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.

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

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

12 Contract cum Performance Bank Guarantee: NOT APPLICABLE

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 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 one month before Supply of GOODS. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).

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

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

13.10 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

information will be given accordingly.

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

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

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

13.14 Inspection & Rejection of Materials by consignees

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

14 Time Schedule & Progress Reporting

14.1 Time Schedule Network/Bar Chart

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

14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.

14.1.4 The time schedule network/bar chart shall be updated at least every second month.

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 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article - 26 shall apply.

15.5 The documentation, in English Language, shall be delivered in due time, in proper form and in the

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

required number of copies as specified in the contract.

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 C&F basis, marine insurance shall be the responsibility of the Purchaser.

Insurance Requirements :

Indigenous Bidders : Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by GAIL.

Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by GAIL.

The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardised.

17. Transportation

17. 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 : NOT APPLICABLE

19 DELETED.

20 Guarantee

20.1 All Goods shall be supplied strictly in accordance with the specifications, 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 supply of Goods. All Goods supplied by the SELLER pursuant to the Contract are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER) and shall be free from faulty design, workmanship and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract.

In case, PURCHASER observe that within 12 months that supplied Goods is not meeting the required technical specifications, the seller shall at his own expense make replacement in accordance with the specification and fulfill the ongoing Guarantee.

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, to supply proper Goods.

Replaced Goods shall be similarly guaranteed by the SELLER for a period of no less than twelve (12)

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

months from the date of replacement.

In the event that the Goods 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.

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 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.

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 Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent.
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 alongwith 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 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

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

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 of Goods 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 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, 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 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 GOODS , total contract price shall be reduced by ½ % (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price.

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

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

Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

27 Rejections, Removal of Rejected GOODS & Replacement

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

27.2 If the GOODS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER shall be entitled to reject the GOODS 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 GOODS 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 GOODS under any circumstances whatsoever.

27.5 In case of rejection of GOODS, 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.

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:

- a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or
- b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29 Force Majeure

29.1 Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER.

The SELLER shall advise PURCHASER 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/CONSULTANT nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

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

30 Resolution of Disputes/Arbitration

30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

30.3 Legal Construction

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

30.4 Arbitration

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

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

In the event of failure of the Seller to select the Sole Arbitrator within 30 days from the receipt of the

REQUEST FOR QUOTATION (Cont.)

**RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007**

communication suggesting the panel of arbitrators, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The arbitration proceeding shall be in English language and the venue shall be at New Delhi, India. Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed thereunder shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India).

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

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

31 Governing Language

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

32 Notices

32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

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

33 Taxes & Duties

33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the PURCHASER's country.

33.2 A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.

33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.

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

34 Books & Records

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

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

36 General

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

36.2 Losses due to non-compliance of Instructions

Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER 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/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any)

36.6 Paragraph heading

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

37 Import Licence

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

38 FALL CLAUSE

38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any persons/organizations including the Purchaser or any department of the Central Govt. or any Deptt. Of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

may be, during the currency of the order.

38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:

- a) Exports by the Contractor/Supplier or
- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement
- c) sale of goods such as drugs which have expiry dates.

38.3 The supplier shall furnish the following certificate to the concerned Paying Authority alongwith each bill for payment for supplies made against this order:-

"I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the GAIL under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. Of Central Govt. or any Deptt. Of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the GAIL under the order.

Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a),(b) & (c) of sub-para 38.2 above, of which details shall be furnished by the supplier.

39 Publicity & Advertising

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

40 Repeat Order

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

41 Limitation of Liability

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

SECTION - IV

SPECIAL

CONDITIONS OF

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

CONTRACT

Section IV

DELETED

SECTION - V

TECHNICAL

SPECIFICATIONS

Section-V
SPECIFICATIONS

TECHNICAL SPECIFICATIONS OF GAS FLOW METERS

A. Common points of technical specifications for all 3 items of SOR.

A1 Offered gas flow meters shall be approved for custody transfer of natural gas by NMI or PTB or Measurement Canada or Directorate of Legal Metrology (India) under provision of OIML or related guidelines. Vendors to attach complete certificate alongwith test certificate (if applicable) along with the offer.

A1.1 Detailed technical catalog from manufacturer of items must be attached with the offer.

A1.2 Manufacturer's declaration that their products complies to directives / guidelines mentioned in type approval certificate for (custody transfer), Atex directives 94/9/EC, related standards to the products and PED 97/23/EC.

A2 All the flow meters will have to be calibrated with air at atmospheric condition. The calibration will have to be done by any NABL accredited agency authorized to carry out calibration of flow related to gas / air. All the meters have to be calibrated at following flow rates # 0.05Q_{max}, 0.15Q_{max}, 0.25Q_{max}, 0.40Q_{max}, 0.70Q_{max}, Q_{max} and 120% of Q_{max}.

A3 Ambient Temperature - 0 # 500C

A4 Service Media - Natural Gas # Non-Corrosive

A5 Gas Temperature Range - -5 # 500C

A6 Area Classification as per IEC-79 - Zone 1, Group IIB, T3

A7 Flowmeters specifications should be compliant to following directives or standards

A7(i) OIML # R6, R32, TC8/SC8

A7(ii) EC Directive - Pressure Equipment Directive (PED) # 97/23/EC

A7(iii) ATEX - 94/9/EC

A8 Protection Class of enclosure - IP 65

A9(i) Pressure Tapping - 1 No. # ¼# NPTM

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

-
- A9(ii) Temperature Tapping - 1No. # Thermowell SS316 to be provided with approx. 100 mm depth and 3/8# NPTF connection and suitable for insertion of 6 mm (OD) RTD probe.
- A10 Repeatability - + 0.2% or better
- A11 End Connections - Flanged, 150 RF, ANSI B # 16.5
- A12 Facing and finishing of end connections - RF Smooth (125 # 200 AARH)
- A13 Nominal diameter of end connection furnished with individual type of meter.
- A14 Maximum Operating Pressure - 12 Bar (G)
- A15 Pressure Range, Working - 1 to 4 Bar (G)
- A16 Read out index - 8 digit mechanical index non-resettable.
- A17 Output LF pulses will be sent to Electronic Volume Correcting Devices complying with EN 12405 for measurement of corrected volume of gas supplied. Gas flowmeter should be compatible with such EVC Devices.
- A18 Type and direction of flow being measured should be axial, horizontal.
- B Additional Technical Specifications for Rotary Piston Gas Meter, Type G-65
- B1 Nominal dia meter of meter - 50 mm
- B2 Qmax - 100m³/hr.
Qmin - 1 m³/hr.
Qt - 10 m³/hr.
- B3 Accuracy Class - #1# as per para 5.33 and table 2 of OIML TC8/SC8
- B4 Outputs - LF from standard index (Reed contact) 2 nos., 10 electrical pulse for 1 CM³ of Gas.
- B5 Flange to Flange Length - 171 mm
- B6 Gas flowmeter should comply to standard EN12480:2002
- C Additional Technical Specification for Rotary Piston Gas Meter Type G-160
- C1 Qmax - 250m³/hr.
Qmin - 2.5 m³/hr.
Qt - 25 m³/hr.
- C2 Accuracy Class - #1# as per para 5.33 and table 2 of OIML TC8/SC8
- C3 Outputs - LF from standard index (reed contact) 2 nos., 1 electrical pulse for 1 CM³ of Gas.
- C4 Nominal dia meter of meter - 80 mm
- C5 Flange to Flange Length - 240 mm
- C6 Gas flowmeter should comply to standard EN12480:2002
- D Additional Technical Specification for Turbine Flow Meter Type G-250
- D1 Qmax - 400m³/hr.
Qmin - 20 m³/hr.
Qt - 80 m³/hr.
- D 2 Accuracy Class - #0.5# as per para 5.33 ad table 2 of OIML TC8/SC8
- D 3 Outputs - LF from standard index (reed contact) 2 nos., (1 electrical pulse for 1 CM³ of Gas for LF) or 1LF & 1HF
- D 4 Nominal dia meter of meter - 80 mm
- D 5 Flange to Flange Length - 240 mm
- D 6 Gas flowmeter should comply to standard AGA7 and EN12261
- D7 Meter should be with built in plate type flow profiler so that the same can be used in the configuration of upstream length of 5D and downstream length of 2D.

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

PRICE

SCHEDULE

PRICE SCHEDULE FOR SUPPLY
(FOR DOMESTIC BIDDERS ONLY)

NAME OF BIDDER :

Sl.
No
Description
Unit

Qty.

Unit Ex-works Price including Pkg/ Fwd, but excluding ED & ST

Per Unit

Excise Duty

Per Unit Sales Tax

With form C/ concessional form

Per unit Freight upto Project Sites by Road

Per Unit FOT Site price

(4+6+8+10)

Total Ex-works price

(3x4)

Total FOT Project Site

(3x11)

%

Amount %

Amount %

Amount

1	2	3	4	5	6	7	8	9	10	11	12
1	Rotary positive displacement meter, Size: 2 INCH, as per attached specification	NOS	15								
2	Rotary positive displacement meter, Size: 3 INCH, as per attached specification	NOS	07								
3	Turbine meter, Size: 3 INCH, as per attached specification	NOS	08								

Note :

1. Please quote the Freight Charges considering distribution as detailed in Section IV "Special Conditions of Contract".
2. Bidder shall submit proof of freight charges & cenvetable Invoice along with despatch document.

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

Place:
Name:

Signature of Authorised Signatory Date:

Designation:
Seal:

SECTION- VI (B)

PRICE SCHEDULE FOR SUPPLY
(FOR FOREIGN BIDDERS ONLY)
NAME OF BIDDER :

Item

Description

Unit

Qty.

Unit Price
Total Price
Estimated
Shipping
Wt. & Vol.
of
each item
*

FOB Port of Loading

C&F Port of Entry, Mumbai

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

CIF Port of Entry,
Mumbai
FOB Port of Loading
(3x4)
C&F Mumbai
(3x5)
CIF Mumbai
(3x6)

1
2
3
4
5
6
7
8
9
10
1 Rotary positive displacement meter, Size: 2 INCH, as per attached specification NOS 15
Rotary positive displacement meter, Size: 3 INCH, as per attached specification NOS 07
Turbine meter, Size: 3 INCH, as per attached specification NOS 08

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:

REQUEST FOR QUOTATION (Cont.)

**RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007**

Price Basis : FOT Site for indian bidders and FOB/C&F/CIF for foreign bidders.(refer section-I)

Delivery/Completion Schedule : Refer section -I invitation of bids

Terms of delivery : Refer section -I invitation of bids

Consignee Address : Refer F-13(a) & F-13(b)

Terms of payment : Refer clause no.21 section-III of GCC

Warranties : Refer clause no.20 section-III of GCC

Price Reduction Schedule : Refer clause no.26 section-III of GCC

Performance Bank Guarantee : Refer clause no.38 section-II of ITB

Indian Agent & IAC : Refer clause no.19 section-II of ITB

Detailed Desc./Drg./Sample etc : Section I to VI of tender document

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

-
- Other contractual stipulations :**
1. BANK CHARGES SHALL BE TO RESPECTIVE ACCOUNTS.
 2. PART DELIVERY IS NOT PERMITTED.
 3. NO ADVANCE PAYMENT IS PERMITTED. THIS SHALL LEADS TO REJECTION OF THE BID. PAYMENT TERM SHALL BE ACCEPTED AS PER RFQ.
 4. OFFER SHALL BE COMPARED ON EX-WORKS PRICE + P&F +ED WITH CESS + CST/LST/VAT WITHOUT FORM-C + TRANSPORTATION CHARGES UP TO DESTINATION.
 5. THE AUTHORISED REPRESENTATIVE ALONGWITH AUTHORITY LETTER MAY BE DEPUTED TO WITNESSED THE UN-PRICE BID OPENING ON DUE DATE & PRICE BID OPENING MAY BE WITNESS BY THE TECHNO-COMMERCIALY ACCEPTABLE BIDDERS AFTER RECEIVING A COMMUNICATION FROM OUR SIDE SUBSEQUENTLY.
 6. WE DO NOT PROVIDE FORM-C, QUOTE YOUR PRICE ACCORDINGLY .
 7. REPEAT ORDER SHALL BE APPLICABLE UPTO 50% OF THE INITIALLY ORDERED QUANTITY OF PO (ITEMWISE BASIS) AS PER TERMS OF RFQ/GCC WITHIN 6 MONTHS OFV THE PO SUBJECT TO ORDERED QUANTITY SHALL BE MORE THAN ONE.
 8. THE TEST CERTIFICATES, WARRANTY CERTIFICATES AND CATOLOGUES SHALL BE SUBMITTED ALONGWITH DELIVERY OF MATERIAL.
 9. TRANSIT INSURANCE IS IN THE SCOPE OF GAIL .
 - 10.THE FREIGHT CHARGES IF APPLICABLE SHALL BE QUOTED IN PERCENTAGE ONLY UP TO OUR DESTINATION. IF NOT QUOTED, WE SHALL PRESUME THAT THE FREIGHT CHARGES ARE INCLUSIVE IN THE QUOTED PRICE AND SAME SHALL BE BINDING ON THE BIDDER. IF FOUND QUOTED EXTRA AT ACTUALS, WE SHALL LOAD THE PRICE BY HIGHEST QUOTED BY ANY OF THE BIDDER AGAINST THIS RFQ.
 - 11.ALL TAX COMPONENT AS APPLICABLE AND P&F CHARGES SHALL ALSO BE QUOTED IN PERCENTAGE ONLY.
 - 12.THE MATERIAL SHALL ONLY BE DESPATCHED THROUGH REPUTED /GOVERNMENT APPROVED TRANSPORTOR.
 13. HOLDING ACCOUNT WITH HDFC/ICICI IS PREFERRED FOR E-PAYMENT.
 14. BIDDERS ARE ADVISED TO SUBMIT THE COMPLETE BID WITHOUT ANY DEVIATION TO THE RFQ. OFFER SHALL BE EVALUATED STRICTLY ON THE BASIS OF DOCUMENT ORIGINALLY SUBMITTED. GAIL SHALL NOT RAISE ANY COMMERCIAL/TECHNICAL QUERY.
 15. REJECTION CRITERIA. NON COMPLIANCE/ SUBMISSION TO THE FOLLOWING SHALL LEAD TO REJECTION OF THE BID.
 - i) FIRM PRICE- PRICES SHOULD BE FIRM WITHOUT ESCALATION.
 - ii) CONDITIONAL OFFER- SUBJECTIVE OFFER SHALL NOT BE ACCEPTED.
 - iii) EMD/BID BOND - NON SUBMISSION OF EMD.
 - iv) TECHNICAL SPECIFICATIONS- TO BE QUOTED AS PER RFQ. DO NOT QUOTE FOR OPTIONAL/ALTERNATE ITEMS.
 - v) PRICE SCHEDULE-- SHOULD BE QUOTED ONLY AS PER RFQ.
 - vi) PERIOD OF VALIDITY OF BID-TO BE ACCEPTED AS PER RFQ.
 - vii) DELIVERY PERIOD - TO BE ACCEPTED AS PER RFQ.
 - viii) PRICE REDUCTION SCHEDULE - TO BE ACCEPTED AS PER RFQ.
 - ix) PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT - TO BE ACCEPTED AS PER RFQ/LOA/PO TERMS.

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/

Date: 29.04.2007

-
- x) GUARANTEE/WARRANTY PERIOD --- TO BE ACCEPTED AS PER RFQ.
 - xi) ARBITRATION/RESOLUTION OF DISPUTE - TO BE ACCEPTED AS PER RFQ.

xii) FORCE MEJURE - TO BE ACCEPTED AS PER RFQ

xiii) APPLICABLE LAWS - TO BE ACCEPTED AS PER RFQ

16. BIDS ARE INVITED UNDER SINGLE STAGE TWO BID SYSTEM. BIDS SHOULD BE SUBMITTED SEPARATELY IN TWO PARTS IN SEALED ENVELOPES SUPERSCRIBED WITH THE ABOVE RFQ/BID DOCUMENT NUMBER, BID DUE DATE & TIME, ITEMS OF SUPPLY AND NATURE OF BID (UNPRICED, PRICED). BIDS SHOULD BE SUBMITTED SEPARATELY IN SEALED ENVELOPE DULY SUPERSCRIBED WITH THE ABOVE RFQ/BID DOCUMENT NUMBER, BID DUE DATE & TIME.

17. FALL CLAUSE:

THE PRICE CHARGED FOR STORES SUPPLIED UNDER THE CONTRACT BY THE SELLER SHALL IN NO EVENT EXCEED THE LOWEST PRICE AT WHICH THE SELLER OR HIS AGENT, PRINCIPLE, DEALER AS THE CASE MAY BE, SELLS THE STORES OR OFFERS TO SELL STORES OF IDENTICAL DEPARTMENT OF THE CENTRAL GOVT. OR ANY DEPARTMENT OR ANY DEPARTMENT OF A STATE GOVT. OR ANY STATUTORY UNDERTAKING OF THE CENTRAL OR STATE GOVT. AS THE CASE MAY BE DURING THE CURRENCY OF THE CONTRACT. IF AT ANY TIME DURING THE SAID PERIOD, THE CONTRACTOR OR HIS AGENT/PRINCIPLE/DEALER AS THE CASE MAY BE, REDUCES THE SALE PRICE, SELLS OR OFFERS TO SELL SUCH STORES TO ANY PERSONS/ORGANIZATION INCLUDING THE PURCHASE OR ANY DEPARTMENT OF CENTRAL GOVERNMENT OR ANY DEPARTMENT OF A STATE GOVERNMENT OR ANY STATUTORY UNDERTAKING OF THE CENTRAL OR STATE GOVERNMENT AS THE CASE MAY BE, AT A PRICE LOWER THAN THE PRICE CHARGEABLE UNDER THE CONTRACT, HE SHALL FORTHWITH NOTIFY SUCH REDUCTION OR SALE OR OFFER OF SALE TO THE PURCHASER AND THE PRICE PAYABLE UNDER THE CONTRACT FOR THE STORES SUPPLIED AFTER THE DATE OF THE COMING INTO FORCE OF SUCH REDUCTION OR SALE OR OFFER OF SALE SHALL STAND CORRESPONDINGLY REDUCED. THE ABOVE STIPULATION WILL, HOWEVER, NOT APPLY TO:

- a) EXPORTS BY THE CONTRACTOR/ SUPPLIER OR
- b) SALE OF GOODS AS ORIGINAL EQUIPMENT AT PRICES LOWER THAN THE PRICES CHARGED FOR NORMAL REPLACEMENT.
- c) SALES OF GOODS, WHICH HAVE EXPIRY, DATE.
- 9) THE BIDDERS ARE ADVISED TO GO THROUGH THE DOCUMENT COMPLETELY AND IF THERE IS ANY QUERY, THE SAME MAY BE RAISED/GET CLARIFIED THROUGH MAIL OR FAX. GAIL SHALL NOT RAISE AND SHALL NOT ACCEPT ANY QUERY AFTER SUBMISSION OF BID AND THE OFFER SHALL BE EVALUATED ON THE BASIS OF QUOTED PARAMETERS.

18. THE P&F AND FREIGHT CHARGES IF APPLICABLE ARE ALSO TO BE MENTIONED SEPARATELY IN PERCENTAGE (%) ONLY.

19. EMD EXEMPTION : THE EMD EXEMPTION SHALL BE GRANTED AS PER GOVT. DIRECTIVES/GUIDELINES.

20. THE GCC IS ATTACHED IN OUR TENDER DOCUMENT/RFQ POSTED ON WEBSITE. OUR WEBSITE IS gailonline.com. THE BIDDERS ARE ADVISED TO DOWNLOAD THE GCC & SUBMIT THE SAME ALONG WITH THEIR OFFER DULY ACCEPTED SIGNED & STAMPED WITHOUT ANY DEVIATION.

21. IF ANY OF THE BIDDER DOES NOT MENTION ANY TAXES, DUTIES ETC., IT SHALL BE PRESUMED THAT THE PRICES ARE INCLUSIVE OF ALL.

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

22. THE OFFERS SHALL BE EVALUATED ON ITEMWISE BASIS FOR THE PURPOSE OF PLACEMENT OF ORDER.

23. THE BID SHALL BE SUBMITTED TO;

MANAGER (C&P), GAIL (INDIA) LTD.,, G-10/08, PADAMDEEP TOWER,
IIIRD FLOOR, SANJAY PLACE, AGRA-282002 (UP)

E_mail ID: kkdhiran@gail.co.in

24. VENDOR/CONTRACTOR REGISTRATION : THE VENDORS/CONTRACTOR WHO HAVE NOT BEEN SENT/ISSUED THE HARD COPY OF THE RFQ/TENDER DOCUMENT AND ARE SUBMITTING THEIR OFFERS THROUGH GAIL'S WEBSITE REFERENCE SHALL PROVIDE THE FOLLOWING INFORMATION ON THEIR LETTERHEAD ALONGWITH A BLANK CANCELLED CHEQUE:

A) PARTY NAME:

B) BANK'S NAME

C) BRANCH NAME

D) BRANCH CODE

E) ACCOUNT TYPE

F) ACCOUNT NO.

G) PAN NO.

H) CST/LST NO.

I) TIN NO

J) ECC NO

K) FAX NO

L) E-MAIL ID

M) TELEPHONE NO.

25. DELETED

26. BG TOWARDS BID SECURITY/BG TOWARDS PBG AS PER GAIL'S FORMAT SHALL BE SUBMITTED FROM ANY INDIAN SCHEDULED BANK OR A BANCH OF AN INTERNATIONAL BANK SITUATED IN INDIA AND IS REGISTERD WITH RBI AS SCHEDULED FOREIGN BANK IN CASE OF INDIAN BIDDER AND FROM ANY REPUTED INTERNATIONAL BANK OR INDIAN SCHEDULED BANK IN CASE OF FOREIGN BIDDER. IN CASE, THE BG IS FROM SCHEDULED BANK, THE NETWORTH OF THE BANK MUST BE MORE THAN 100 CRORES AND A DECLARATION TO THIS EFFECT SHOULD BE MADE BY SUCH SCHEDULED BANK IN THE BANK GAURRANTEE ITSELF OR SEPARATELY ON A LETTER HEAD. THE SCHEDULED BANK MUST BE A COMMERCIAL BANK.

27. THE VENDORES WHO ARE NOT INTERESTED TO QUOTE ARE ADVISED TO INTIMATE US THE REASON FOR NOT SUBMITTING THE BID THROUGH E-MAIL . OUR E-MAIL ID :

kkdhiran@gail.co.in, jbs03537@gail.co.in

28. THE BIDDERS WHO HAVE HAD WORKED WITH GAIL OR WORKING PRESENTLY WITH GAIL ALSO NEEDS TO SUBMIT COMPLETE DOCUMENTS REQUIRED IN BEC, FAILING WHICH THEIR OFFER SHALL BE REJECTED.

29. IF THE BID DUE DATE HAPPENS TO BE AN HOLIDAY, THE NEXT WORKING DAY SHALL BE CONSIDERED AS DUE DATE FOR SUBMISSION OF BID.

30. INCOMPLETE BIDS SHALL BE REJECTED. INCOMPLETENESS OF DOCUMENTS MEANS

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007

THAT IF THERE IS ANY ABSENCE OF ANY DOCUMENT WHICH MAKES THE BID INCOMPLETE, THEN THE BID IS INCOMPLETE AND IS LIABLE FOR REJECTION.

31. WORK/JOB EXECUTED BY THE BIDDER FOR IT'S OWN CONCERN SHALL NOT BE CONSIDERED FOR THE PURPOSE OF MEETING QUALIFICATION CRITERIA .

Despatch Details : refer shiping instructions

General Conditions of Contract : attached

Bid Evaluation Area : 1. THE BIDDER OR HIS FOREIGN PRINCIPAL SHOULD HAVE SUPPLIED AT LEAST 11 NOS OF RPD METERS OR METERING SKIDS AND 04 NOS OF TURBINE METERS OR METERING SKIDS OF ANY SIZE IN ANY OF THE PRECEEDING FIVE YEARS ENDING WITH RFQ DATE. COPY/COPIES OF PO SHALL BE SUBMITTED.

2. THE BIDDER OR HIS FOREIGN PRINCIPAL SHOLUD BE A MANUFACTURER OR ITS AUTHORISED DEALER/DISTRIBUTOR OF ROTORY POSITIVE DISPLACEMENT METERE AND TURBINE FLOW METER/ METERING SKIDS. IN CASE OF AUTHORIZED DEALER/DISTRIBUTOR, DEALERSHIP/DISTRIBUTORSHIP CERTIFICATE IS TO BE SUBMMITTED ALONGWITH OFFER. FOR MANUFACTURER, ANY DOCUMENT WHICH INDICATES THE COMPANY TO BE A MANUFACTURER OF TFM & RPD/ METERING SKIDS SHALL BE SUBMITTED.

BIDDER HAS TO SUBMIT ALL THE ABOVE DOCUMENTS ALONGWITH PART-I OF THE BID, FAILING WHICH THEIR OFFER/BID SHALL BE REJECTED.

Techno-Comm Bid Evaluation : PRICES SHALL BE EVALUATED ON ITEMWISE BASIS

Agreed upon Terms & Conditions : FORMATS ATTACHED

REQUEST FOR QUOTATION (Cont.)

**RFQ No:GAIL/AG/07/0505/3200031680/JBS/C&P/
Date: 29.04.2007**

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/AG/07/0505/3200031680/JBS/C&P/
Date:29.04.2007

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

(FOR FOREIGN BIDDERS)

REF No:

BIDDER :

OFFER REF. NO.

This questionnaire duly filled in should be submitted alongwith the Bid.

SL. No.	DESCRIPTION	BIDDERS CONFIRMATION
01	Confirm that the offer contains firm & total prices on FOB port of Exit as per Price Schedule attached with the RFQ Document.	
02.	Confirm that the (FOB port of Exit) quoted prices are inclusive of all taxes, duties, packing, forwarding delivery charges, transit insurance & all other charges etc. up to FOB Pot of Exit.	
03.	Advise the name of the proposed Port of shipment and confirm that this is an International Port of Exit.	
04.	Confirm that offer shall remain valid for acceptance up to 4 months from the final bid closing date.	
05.	Bidder's name and address.	
06.	Manufacturer's Name & address.	
07.	Indicate the Country of origin of offered GOODS	
08.	Please indicate the currency in which the offer is submitted	
09.	Confirm acceptance of delivery period as per the requirements specified in the RFQ Document on FOB basis reckoned from the date of issue of Purchase Order.	
10.	Confirm that the quoted prices shall remain firm and fixed till complete execution of contract/order.	
11.	Confirm acceptance of Price Reduction Schedule (PRS)/Liquidated Damages (LD) for delay in Completion/delivery beyond contractually agreed delivery	

schedule as specified in the RFQ Document.

12. Further, confirm that in case of delay in delivery beyond contractual Delivery Date (CDD) the invoice shall be submitted for the amount duly reduced to the extent of PRS/LD.
13. Confirm acceptance to payment Terms as per RFQ Documents i.e. payment through irrevocable (Unconfirmed) Letter of Credit. Payment terms indicated in Bid Documents do not provide for any advance payment to be made to the Foreign Bidders.
14. In case confirmed L/C is required please confirm that charges towards confirmation of L/C shall be borne by bidder
15. All bank charges outside India in connection with payments to be made under this contract shall be borne by the bidder.
16. In case of foreign bidders having an Indian agent / representative, please furnish following information:
 - i) The services to be rendered by the Indian agent/representative.
 - ii) Name & complete address of Indian Agent/representative.
 - iii) Tel. No.
 - iv) Fax No.
 - v) RBI Registration No.Agency Commission included in Quoted Price as percentage FOB prices (payable in equivalent non-convertible Indian Rupees upon complete execution or order & supplies are received & supplies are received & accepted at site)
17. Please indicate the name & address of your Vendors (for purpose of purpose of opening of L/C). Also furnish your account no.
18. Confirm acceptance for repeat ordering of upto 50% of originally ordered quantity within 6 months from the date of basic order, as per term of RFQ document.
19. Confirm acceptance into of the Terms & Conditions contained in RFQ document.
20. Indicate Name & Contact telephone/Fax No. of person to whom queries, if any, are to be addressed, against your bid.

BIDDER CONFIRMS THAT IN CASE OF CONFLINCING VERSION OF VARIOUS TERMS & CONDITIONS AT DEFFERENT PLACES THE CONFIMATION FURNISHED AS ABOVE SHALL BE CONSIDERED OVER-FIDING AND FINAL AND ANY OTHER DEVIATION INDICATTED ELSEWHERE SHALL BE TREATED AS REDUNDANT.

Signature : _____ -

Name: _____

Designation: _____

To,

Dated : 12.12.2006

The Commissioner,
Sale Tax Office,
Main Office,
Kota(Raj)

SUBJECT : ISSUE OF FORM-18

Sir,

I would like to say that the IBRAHIM-DHOLPUR PIPE LINE PROJECT is under construction, Hence you are requested to issue the 65Nos. of above form-18 for day to day use against procurement of materials for above project.

Thanking You.

Yours truly,

(N.K.Agarwal)
General Manager

AGREED TERMS & CONDITIONS
FOR DOMESTIC BIDDERS

This Questionnaire duly filled in should be submitted alongwith each copy of Un-priced Bid. Confirmation given hereunder should not be repeated elsewhere in the Bid. ALL THE COMMERCIAL TERMS & CONDITIONS SHOULD BE INDICATED IN THIS FORMAT ONLY IF REQUIRED DETAILS INCLUDING DEVIATION TO GCC/SCC, IF ANY, SHOULD BE INDICATED AS AN ANNEXURE TO THIS FORMAT

Sl.No.	Description	Bidder's Confirmation
1	It is noted that deviations to terms & condition shall lead to loading of prices or rejection of offer, as specified in the Bid Document.	
2.	Ensure and confirm that unit prices quoted in 'Price Schedule' are on Ex-works basis are inclusive of packing & forwarding / loading charges i.e. on FOT Dispatch Point basis	
2.1	Indicate dispatching point.	
2.2	Confirm that 2 years Spares, if required in Bid Document, has been quoted on FOT dispatch point and Freight charges have been quoted separately for the same. Also applicable rates of taxes & duties have been mentioned clearly in the bid.	
3.	Ensure & confirm that firm freight charges by road up to designated Site has been quoted separately for each item.	
4.	Confirm that the offer shall remain valid for acceptance up to 4 months from Final Bid Due date.	
5.	Bidder's name and address.	
5A	Manufacturer's Name & Address	
6	Indicate Country of origin of offered	

	GOODS	
7.	Please indicate the currency in which the offer is submitted.	
8.	Confirm acceptance of delivery period as per requirement specified in Bid Document on FOT Dispatch Point / Site Basis, to be reckoned from date of Fax of Intent (FOI)	
9.	Customer reference and confirmation of Utility requirements, where ever applicable.	
10.	Confirm complete technical literatures/catalogues and Users reference list submitted alongwith offer.	
11.	Ensure & confirm that Transit Insurance beyond FOT Dispatch Point is excluded from the quoted prices since the same shall be arranged by GAIL.	
12.	Indicate rate of central or local sales tax (CST/LST) whichever applicable, as quoted in price schedule & payable extra. i) CST without concessional Form ii) Local Sales tax (in case supplies are made from originating state) without concessional form.	
13. a)	Furnish present rate of terminal excise duty (ED) applicable on the supplies and as quoted in price schedule. In case Bid Document calls for Spares (Mandatory / 2 years O&M) where generally more than one rate of ED applicable then to be indicated in the item wise Spares Parts list.	
b)	If there is any variation in Excise Duty at the time of supplies for reason, other than statutory, including turnover, confirm the same will be borne by bidder.	
c)	If excise duty is presently not applicable, confirm that the same will be borne by bidder in case it becomes livable later.	

d)	In case (b) or (c) not applicable advise maximum rate of excise duty chargeable.	
e)	It is noted that Statutory variation in taxes & duties within contractual delivery period shall be to GAIL's account.	
14.	Confirm acceptance of Price Reduction Schedule (PRS) / Liquidated Damages (LD) for delay in delivery beyond contractually agreed delivery schedule as specified in the Bid Document.	
14.1	Confirm that in case of delay in delivery beyond Contractual Delivery Date (CDD), the invoice shall be submitted for the amount duly reduced to the extent of PRS/LD.	
15.	Confirm in case of delay in delivery beyond CDD any new or additional taxes and duties imposed after contractual delivery shall be to bidder's account.	
16. i)	Confirm quoted price will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity, as Notification of Award of Contract.	
ii)	If variable, confirm price variation formula with base indices and maximum ceiling in terms of percentage of quoted Ex-works / FOT Dispatch Point prices.	
17.	Confirm that the Goods shall be guaranteed against defective materials & workmanship etc.. for a period of 24 months from the last dispatch or 12 months from the commissioning date, whichever is earlier, as per Warranty / Guarantee conditions of Bid Document.	
18	Confirm that Contract-cum-Equipment Performance Bank Guarantee (CPBG) for 10% of order / contract value shall be	

	furnished within 15 days of fax of Intent, valid for 3 months beyond the expiry of Guarantee / Warranty period as per terms of Bid Document.	
19	Confirm quoted prices are inclusive of IBR Inspection (if applicable) and all other testing charges as per requirement of Bid Document.	
20	Confirm acceptance to PART ORDER, However full quantity as intended for each item shall be ordered. Please note that the Purchaser intends to evaluate & finalize award on item wise basis, unless specified otherwise in the Bid Document. Incase of part ordering, any charges, if quoted lump sum and applicable to more than one item, shall be prorated on value basis.	
21	Confirm acceptance of repeat order(s) up to 50% of original ordered quantity within 6 months from the date of basic order as per terms of Bid Document.	
22 a)	Confirm acceptance in toto of the Terms & Conditions contained in : i) Instruction to Bidders ii) General Condition of Contract (GCC) iii) All other commercial documents / attachments of Bid Documents.	
b)	In case of site work, confirm acceptance of Terms & Conditions for site work as contained in the Bid Document.	
c)	In case of supervision, confirm acceptance of Terms & Conditions for Supervision as Contained in Bid Document.	
d)	In case of reservations, confirm that clause wise comments deviations sought have been specified as annexure to this format.	
e)	All the terms & conditions have been indicated in this format (including	

	annexure, if any) and have not been repeated in the bid elsewhere. It is noted that terms & conditions indicated elsewhere including any printed Terms & Conditions, shall not be considered by Purchaser.	
23.	Confirm unqualified acceptance to provisions of Force Majeure & Resolution of Dispute/Arbitration Clauses of Bid Document.	
24.	All correspondence must be in English Language only.	
25.	INSPECTION Confirmation acceptance to inspection requirement as per Bid Document.	
26.1	As inspection & certification of all goods shall be conducted GAIL or its authorized Inspection Agency Confirm that there shall be no extra charges payable by Purchaser, since all personal & incidental expanses of GAIL's Inspector shall be borne by the GAIL.	
27.	Please furnish Bid Security details : a) Bid Security No. & Date b) Value c) Validity d) Name & address of issuing Bankers.	
28.	Indicate Name & Contract Telephone / Fax No. of Person(s) to whom queries, if any, are to be addressed against you bid.	
29.	GAIL reserve the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete.	
30	Confirm that all Bank charges associated with Bidder's Bank shall be borne by the Bidder.	
31.	Furnish the financial turn-over figures for the last three financial years.	

32.	Confirm acceptance to payment terms as per bid document.	
-----	--	--

BIDDER CONFIRMS THAT IN CASE OF CONFLICTING VERSION OF VARIOUS TERMS & CONDITIONS AT DIFFERENT PLACES THE CONFIRMATION FURNISHED AS ABOVE SHALL BE CONSIDERED OVER-RIDING AND FINAL AND ANY OTHER DEVIATION INDICATED ELSEWHERE SHALL BE TREATED AS REDUNDANT.

Signature _____

Name _____

Designation _____

Office Stamp _____

Tel. No. _____

Fax No. _____

PRICE

SCHEDULE

PRICE SCHEDULE FOR SUPPLY
(FOR DOMESTIC BIDDERS ONLY)

NAME OF BIDDER :

Sl. No	Description	Unit	Qty.	Unit Ex-works Price including Pkg/ Fwd, but excluding ED & ST	Per Unit Excise Duty		Per Unit Sales Tax With form C/ consessional form		Per unit Freight upto Project Sites by Road		Per Unit FOT Site price (4+6+8+10)	Total Ex-works price (3x4)
					%	Amount	%	Amount	%			
	1	2	3	4	5	6	7	8	9	10		11
1	Rotary positive displacement meter, Size: 2 INCH, as per attached specification	NOS	15									
2	Rotary positive displacement meter, Size: 3 INCH, as per attached specification	NOS	07									
3	Turbine meter, Size: 3 INCH, as per attached specification	NOS	08									

Note :

1. Please quote the Freight Charges considering distribution as detailed in Section IV “Special Conditions of Contract”.
2. Bidder shall submit proof of freight charges & cenvetable Invoice along with despatch document.

Place:
Signatory Date:

Signature of Authorised
Name:
Designation:
Seal:

SECTION- VI (B)

PRICE SCHEDULE FOR SUPPLY
(FOR FOREIGN BIDDERS ONLY)

NAME OF BIDDER :

Item	Description	Unit	Qty	Unit Price			Total Price			Estimated Shipping Wt. & Vol. of each item *
				FOB Port of Loading	C&F Port of Entry, Mumbai	CIF Port of Entry, Mumbai	FOB Port of Loading (3x4)	C&F Mumbai (3x5)	CIF Mumbai (3x6)	
	1	2	3	4	5	6	7	8	9	10
1	Rotary positive displacement meter, Size: 2 INCH, as per attached specification	NOS	15							
	Rotary positive displacement meter, Size: 3 INCH, as per attached specification	NOS	07							
	Turbine meter, Size: 3 INCH, as per attached specification	NOS	08							

Place:
Signatory

Signature of Authorised

Date:

Name:
Designation:
Seal:

