

## REQUEST FOR QUOTATION

To,  
GAIL WEBSITE VENDOR,  
India  
Vendor Code : 101019938

RFQ No. :GAIL/HZR/22738 /3200052687/SG  
Date:22.04.2009  
RFQ Due on : 13.05.2009 at 14:00 Hrs IST  
Tender Opening Date : 13.05.2009 at 15.00 Hrs IST

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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)

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**Group : 1**

CIRCUIT BREAKER, MINIATURE  
MAKE: GOLDLINE  
VOLTAGE: 240V/415V  
SUPPLEMENTARY REQUIREMENTS:  
ADDITIONAL REQUIREMENTS:  
1        7626260383    EACH        30        \_\_\_\_\_  
          MCB,6A,SP,10KA  
          CURRENT:6A  
          NO. OF POLES:1  
          Specifecation - C Curve  
          Make- Hager/Legrand/MDS/GE

**Group : 2**

ADDITIONAL REQUIREMENTS:  
CIRCUIT BREAKER, MINIATURE  
MAKE:  
SUPPLEMENTARY REQUIREMENTS:  
VOLTAGE: 240V/415V  
2        7626950013    EACH        30        \_\_\_\_\_  
          MCB,10A,SP  
          CURRENT:10A  
          NO. OF POLES:1

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Specifecation - C Curve  
Make- Hager/Legrand/MDS/GE

3	7626950103	EACH	30	_____
	MCB,16A,SP CURRENT:16A NO. OF POLES:1 Specifecation - C Curve Make- Hager/Legrand/MDS/GE			

### Group : 3

ADDITIONAL REQUIREMENTS:  
CIRCUIT BREAKER, MINIATURE  
MAKE: MDS LTD  
SUPPLEMENTARY REQUIREMENTS:  
VOLTAGE: 240V/415V

4	7626501463	EACH	30	_____
	MCB,25A,SP,20KA,MDS CURRENT:25A NO. OF POLES:1 TRIP RANGE: Im(3-5)Xir Specifecation - C Curve Make- Hager/Legrand/MDS/GE			

### Group : 4

CIRCUIT BREAKER, MINIATURE  
MAKE: INDO-KUPP LTD  
VOLTAGE: 240V/415V  
SUPPLEMENTARY REQUIREMENTS:  
ADDITIONAL REQUIREMENTS:

5	7626351873	EACH	30	_____
	MCB,32A,SP,240/415V CURRENT: 32A NO.OF POLES: 1 Specifecation - C Curve Make- Hager/Legrand/MDS/GE			

6	7626350783	EACH	30	_____
	MCB,10A,DP,240V,S212C10R,INDO			



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10	7626501193	EACH	10	_____
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MCB,16A,TP,S213C16R,AC,LOADKONTAKT  
CAT.NO:S213C16R  
CURRENT:16A  
MOUNTING:CHANNEL  
NO. OF POLES:3  
TYPE:LOADKONTAKT  
Specifecation - C Curve  
Make- Hager/Legrand/MDS/GE

### Group : 7

ADDITIONAL REQUIREMENTS:  
CIRCUIT BREAKER, MINIATURE  
MAKE:  
SUPPLEMENTARY REQUIREMENTS:  
VOLTAGE: 240V/415V

11	7626952203	EACH	10	_____
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MCB,20A,DP,415V,10KA  
BREAKING CAPACITY:10KA  
CURRENT:20A  
NO. OF POLES:2P  
VOLTAGE: 415V  
Specifecation - C Curve  
Make- Hager/Legrand/MDS/GE

### Group : 8

ADDITIONAL REQUIREMENTS:  
CIRCUIT BREAKER, MINIATURE  
MAKE: MDS LTD  
SUPPLEMENTARY REQUIREMENTS:  
VOLTAGE: 240V/415V

12	7626501903	EACH	10	_____
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MCB,32A,TP,240/415V,MDS  
CURRENT:32A  
NO. OF POLES:3  
Specifecation - C Curve  
Make- Hager/Legrand/MDS/GE

### Group : 9



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### **Instruction to Bidders :** Bidders Eligibility Criteria (BEC)

1. BIDDER SHOULD BE EITHER A MANUFACTURER OR ITS AUTHORISED DISTRIBUTOR / DEALER OF THE QUOTED ITEM.

BIDDER SHOULD SUBMIT VALID DOCUMENTARY CERTIFICATE/EVIDENCE FOR BEING A MANUFACTURER OR ITS AUTHORISED DISTRIBUTOR/ DEALER.

2. BIDDER SHOULD SUBMIT A COPY OF PURCHASE ORDER FOR SIMILAR SUPPLY DURING ANY OF THE PRECEDING THREE YEARS RECKONED FROM BID DUE DATE.

WE ARE NOT PROVIDING FORM 'C' YOU ARE THEREFORE REQUESTED TO SUBMIT YOUR QUOTATION WITH FULL CST/VAT.

M/s. GAIL (India) Limited, Hazira (Gujrat.) hereinafter called GAIL/Owner, invites you to submit your bids for the captioned work in complete accordance with enquiry documents/attachments.

Bids are to be submitted in sealed envelope, superscribed with the above Tender No. & Due date, description of work.

#### Part - I - Techno Commercial Bid

Your bid should contain all technical & commercial details and the Earnest Money Deposit (EMD) as stated above. The EMD can be submitted by DD favouring GAIL (India) Ltd, HAZIRA or Banker's Cheque or by way of Bank Guarantee in the enclosed format. This should invariably contain the documents required for qualification of BEC.

#### Part - II - Price Bid

Price bid containing the priced Schedule of Rates enclosed in the tender.

Both the envelopes (Part - I & Part - II) are to be sealed in an envelope, super scribed with tender no. due date & description of work.

Bids complete in all respects should reach office of Sr. Manager C&P), GAIL (India) Ltd., P.O. O.N.G.C., DIST. SURAT on or before the due date/time. Bids received after the due date and time are liable to be rejected, If not bidding, please return the enquiry document along with the regret letter within the due date.

If the EMD amount is mentioned in the tender document, bids without EMD shall be summarily rejected. If EMD amount is not mentioned, bidder will presume that the bids are invited without EMD

Bids should be valid for 120 days from the date of opening tender. Bids through Telex/Fax/E-mail/Telegram are not acceptable.

This Request For Quotation (RFQ) is an integral and inseparable part of the enclosed bid documents.

Bidders are advised to quote strictly as per the terms and conditions of the tender documents and not to stipulate any deviations/exceptions. Once quoted, the bidder shall not make any subsequent price change whether resulting of arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation of exception may be specifically stated in the bid. Such price changes shall render the offer liable for rejection.

You are requested to depute your representative with proper authorization for attending the bid opening on the scheduled date of opening.

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

Fall clause as mentioned in GCC shall not be a part of this Tender.

**BID REJECTION CRITERIA:**

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In the event of Bidders taking deviation in following criteria their Bids will be treated as irresponsible and may be rejected.

- a) Firm price.
- b) EMD / Bid bond.
- c) Scope of work.
- d) Specifications.
- e) Price Schedule.
- f) Delivery / Completion Schedule.
- g) Period of validity of Bid.
- h) Price reduction schedule.
- i) Performance Bank Guarantee / Security Deposit.
- j) Guarantee.
- k) Arbitration and resolution of dispute.
- L) Force Majeure.
- m) EPF registration in case of Service Contracts.
- n) Applicable laws.

**Price Basis :** PRICES SHALL BE NET F.O.R. GAIL HAZIRA.

**Delivery/Completion Schedule :** THE MATERIAL SHALL BE DELIVERED AT GAIL, HAZIRA WITHIN 3 TO 4 WEEKS FROM THE DATE OF RECEIPT OF P.O.

**Terms of delivery :** THE MATERIAL SHALL BE DELIVERED AT GAIL, HAZIRA, ON FREIGHT PAID DOOR DELIVERY BASIS.

**Consignee Address :** SR. MANAGER (CONTRACT & PROCUREMENT)  
GAIL (INDIA) LTD.,  
ICHHAPORE MAGDALLA ROAD,  
P.O. ONGC,  
SURAT - 394518 (GUJ)

**Terms of payment :** 100% PAYMENT WILL BE RELEASED WITHIN 30 DAYS OF RECEIPT & ACCEPTANCE OF MATERIAL AT GAIL HAZIRA THROUGH E-BANKING DIRECTLY TO YOUR BANK ACCOUNT. YOU SHOULD HAVE BANK ACCOUNT IN SBI/ICICI/HDFC PREFERABLY.

**Warranties :** THE PRODUCT OFFERED MUST BE WARRENTED FOR APPLICABLE STANDRAD WARRANTY PERIOD.

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**Price Reduction Schedule :** PRICE REDUCTION SCHEDULE WILL BE APPLICABLE @ 1/2% PER WEEK TO MAXIMUM 5% AS PER GENERAL PURCHASE CONDITION ATTACHED HEREWITH.

**Performance Bank Guarantee :** BIDDER SHALL FURNISH PERFORMANCE BANK GURANTEEE FOR 10% OF ORDER VALUE IN PRE RECORDED FORMAT.

**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)

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### 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**

**GENERAL PURCHASE CONDITIONS**

1. **Consignee:** C&P Incharge, GAIL (India) Ltd., Hazira Compressor Station, Ichhapur-Magdalla Road, P.O.: ONGC Nagar, Surat – 394 518. Any expenditure and/or demurrage incurred in respect of a wrong delivery shall be recovered from supplier.
2. Quotation duly sealed & superscribed with enquiry no. should reach GAIL office on or before 1400 hrs on the due date of opening along with samples, if required, failing which offer will not be considered. Quotations received late are liable to be rejected. Quotations will be opened on the due date at 1500 hrs. at GAIL (India) Ltd., Hazira.
3. The rates should be quoted on FOT dispatch point basis (i.e. including taxes, duties, P&F etc) and freight paid upto HAZIRA. Accordingly, the date of LR/RR etc. shall be considered as date of delivery. Applicable rates of excise duty, central sales tax/local sales tax, packing & forwarding and freight charges should be clearly specified. In absence of same it shall be presumed that quoted prices are inclusive of same. Price quoted subject to escalation shall not be accepted. Conditional discount shall not be considered for evaluation. Rates of applicable sales taxes without form 'C' should be mentioned in offer.
4. Sales Tax and Central Sales Tax Registration No. must be mentioned in the quotation.
5. Rate should be quoted according to unit of measurement mentioned in NIT and no alternative unit will be considered. The rate shall remain firm & fixed till complete execution of order.
6. Validity of quotation should not be less than 3 months from the opening date. Quotations with less validity are likely to be ignored.
7. Offers subject to prior sale will not be considered.
8. Required quantities at the time of placement of order can be changed  $\pm 25\%$  of the quantities specified in enquiry.
9. In case of delay in delivery beyond contractual delivery period, liquidated damages @ 1/2% (half percent) of total order value per week of delay or part thereof subject to maximum of 5% (five percent) of the total order value shall be leviable.
10. Normally, no price negotiation will be held. Change in price or substance of offer after opening of bids will not be permissible & shall lead to rejection of bid.
11.
  - i) Quotation should accompany Earnest Money Deposit (EMD) for value indicated in Notice Inviting Tender in the form of (a) bank draft payable at Surat. (b) Bid Bond valid for a period of two months beyond bid validity. Quotations without – EMD/Bid Bond are likely to be ignored. However no earnest money will be necessary :-  
(a) For purchases upto Rs 1.00 lac. (b) For purchases from Public Sector Undertaking. (c) For purchases from firms registered with NSIC. (For purchases from firms registered with GAIL/DGS&D provided they are registered upto monetary limits and for the items they intend to quote against the tender.
  - ii) EMD shall be forfeited, if the bidder:
    - (a) Withdraws bid/Changes quoted rates/modifies terms and conditions of the bid without consent of GAIL within validity period including extension thereof or (b) Fails to accept order or (c) Fails to submit the Contract Cum Equipment Performance Bank Guarantee (CPBG)/ Security Deposit pursuant to placement of order.
  - iii) E.M.D of unsuccessful bidders will be released on finalisation of order.
  - iv) E.M.D of successful bidder shall be adjusted towards Security Deposit (S.D.) or shall be released on submission of CPBG/S.D.
  - v) In case the order value is above Rs. one lakh, security deposit (SD) will be submitted by the successful bidder either in the form of Demand Draft or Contract Cum Equipment Performance Bank Guarantee (CPBG) as per format prescribed by GAIL for 10% of the total order value. The CPBG should be valid for 3 months beyond guarantee/warranty period and is to be submitted within 15 days from the date of receipt of order.
  - vi) The Bid Bond/CPBG shall be from Nationalised Bank or Indian Scheduled Bank having net worth of more than Rs. 100 Cr.
12. Necessary testing facility to be provided free of charge to inspecting officer at vendor's premises.
13. When stores are rejected, the same will be intimated to the vendor with the details of such rejected stores as well as the reasons for their rejection. The material will be lying at the consignee's premises at the risk and cost of the supplier. The supplier will also be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous/infested and perishable materials within 48 hrs. failing which the consignee will either return the materials to the supplier on freight to pay or otherwise dispose them off at the supplier's risk and cost. The consignee will also intimate the concerned paying authority, quantity of the material so rejected so as to recover the freight charges from the supplier. The purchaser shall also be entitled to recover handling and stores charges for the period during which the rejected stores are not removed @ 5% of the value of materials for each month or part of a month till the rejected stores are finally disposed off.
14. **Warranty:** The supplier shall warrant that everything to be furnished hereunder shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of the materials of the type offered and in full conformity with the specifications, drawings or samples, if any, and shall if operable, operate properly. This warranty shall survive inspection of payment for and acceptance of the goods but shall expire twelve months from the date of operation or 24 months from the date of despatch, whichever is earlier.
15. If an order is placed on a bidder, in preference to the lowest acceptable offer, in consideration of shorter delivery period the supplier will be liable to pay to GAIL the difference between the ordered rate and the rate quoted by the lowest acceptable bidder in case he fails to complete the supply within the specified delivery period. This is without prejudice to other rights under terms of order.
16. 100% Payment will be released within 15 days of receipt and acceptance of material/installation at site/stores. In case of payment through bank, all charges shall be borne by vendor. The payment shall be released through e-banking. In case of payment through D.D., D.D charges shall be to vendor's account.
17. **Invoice:** Original plus one copy of invoice may be directly sent to Incharge Stores, GAIL, GAIL (India) Ltd., Hazira Compressor Station, Ichhapur-Magdalla Road, P.O. : ONGC Nagar, Surat – 394 518 immediately after dispatch with copies to purchaser and the consignee mentioned in purchase order. Invoice must bear the purchase order no. with date and should also indicate the dispatch particulars.
18. 50% of ordered quantity may be reordered on the same rates, terms & conditions during the delivery period including any extension thereof or within six months from the date of original supply order whichever is later.
19. GAIL reserves the right to accept/reject any or all tenders without assigning any reason whatsoever.

20. **Packing & Marking** : While dispatching ordered stores, it will be the responsibility of the supplier to properly pack the consignment so as to enable its delivery at destination free from loss, damage or pilferage. Each packing must contain a list of stores packed therein. Each packing/bundle must be prominently marked with order no. and packing no. & consignee name & address.
21. **Despatch documents** : An advice note indicating the order no. shall accompany each consignment. A duplicate advice note along with Railway or Lorry Receipt must be sent to the consignee by Regd. Post/Courier in advance before arrival of stores at destination. Any demurrage/wharfage etc. incurred on account of late/ none receipt of dispatch document/wrong dispatch of consignment will be recovered from supplier. All RRs/LRs must be in the name of consignee as stated in the purchase order and only where specifically agreed the same can be consigned to "Self". Required test certificates must be sent alongwith dispatch documents
22. Unless permitted by GAIL, for order value upto Rs.50,000/- supplier shall dispatch all the ordered items in single lot/consignment and for order value exceeding Rs. 50,000/- supplier can dispatch the ordered items in maximum two lots/consignments.
23. **Failure and termination** :  
Time and date of delivery shall be the essence of the contract. If the supplier, fails to deliver the stores or any installment thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such period, the purchaser may without prejudice to any other right or remedy available to the purchaser, recover damages for breach of the contract as follows:
- i) Recover from the contractor, as agreed, liquidated damages and not by way of penalty a sum equivalent to 1/2% (Half) of the total order value per week for such delay or part thereof (this is an agreed, genuine pre-estimate of loss or damage duly agreed by the parties without there being any proof of actual loss or damage caused by such delay) where delivery thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidated damages may be upto 5% of the total order value.
  - ii) Purchase or authorise the purchase elsewhere on the account and at the risk of the supplier, of the stores not so delivered, or others of a similar description (where stores exactly complying with the particulars are not in the opinion of the purchaser which shall be final, readily procurable) by serving prior notice to the supplier without cancelling the contract in respect of the installment not yet due for delivery; or
  - iii) Cancel the contract or a portion thereof by serving prior notice to the supplier and if so desired, purchase or authorise the purchase of the stores, not so delivered or others of a similar description (where stores exactly complying with particulars are not, in the opinion of the purchaser which shall be final, readily procurable) at the risk and cost of the supplier. If the supplier had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchase even though the lowest. Where the contract is terminated at the risk and cost of the supplier under the provisions of this clause, it shall be in the discretion of the purchaser to exercise his discretion to collect or not, the security deposit from the supplier, on whom the contract is placed at the risk and expense of the defaulted supplier.
  - iv) Where action is taken under sub-clause (ii) or sub clause (iii) above the supplier shall be liable for any loss which the purchaser may sustain on that account, provided the purchase or if there is an agreement to purchase, such agreement is made, in case of such failure to deliver the stores, within 6 months from the date of such failure and in case of repudiation of the contract within six months from the date of cancellation of contract. The supplier shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be at the entire discretion of the purchaser. It shall be necessary for the purchaser to serve a notice of such purchase on the supplier.
  - v) It may be noted that clause (i) above provides for recovery of liquidated damages at the rate of 1/2% (half percent) of the total order value per week (or part thereof) of delay upto a ceiling of 5% of total order value. Liquidated damages for delay in supplies thus occurred will be recovered by the paying authorities of the purchaser specified in the supply order from the bill for payment of the cost of the material submitted by the supplier or his foreign principals in accordance with term of the supply order or otherwise.
  - vi) Notwithstanding anything stated above, equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time, the equipment and material will be considered as delayed until such time as all the missing parts are also delivered.
24. **General Conditions** : The bidders are requested to note the following conditions which among others, shall form part of the purchase order arising out of this tender :
- i) **FORCE MAJEURE** : The delivery period indicated in the purchase order should be strictly adhered to and normally no extension in the delivery would be granted. However if at any time during the currency of the contract the performance in whole or in part by either party, of any obligation under the contract shall be prevented or delayed by way of any war, hostilities (whether war is declared or not), acts of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, strikes, lock-outs or acts of GOD, provided notice of any such happening is given by either party to other in respect of such non performance or delay in performance & deliveries under the contract shall be resumed as soon as practicable after the event has come to an end/ceased to exist, provided that if performance in whole or part of the contract is prevented or delayed for a period exceeding 60 days either party may, at its option, terminate the contract.
  - ii) **SUBLETTING AND ASSIGNMENT** : The supplier shall not, save with the previous consent in writing of the purchaser, sub-let, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.
  - iii) **ARBITRATION** : All disputes or difference whatsoever that shall at any time arise between the parties relating to execution of this Contract/Purchase order shall be referred to the Sole Arbitrator appointed by the Dy. General Manager of GAIL (India) Ltd. whose award shall be final and binding on both the parties.
  - iv) The contract shall deem to have been entered at Hazira and all suits in respect of this contract shall be under the jurisdiction of the court in New Delhi.