



गेल (इंडिया) लिमिटेड
GAIL (India) Ltd.
(A Government of India Undertaking)
(A Navratna Company)

पोस्ट: गेल कॉम्प्लेक्स, विजयपुर
जिला गुना (म.प्र) 473 112
P.O. GAIL COMPLEX, VIJAI PUR
DISTT. GUNA (M.P) 473 112
दूरभाष/Phone: (07544) 274444, 602
फैक्स/Fax: (07544) 274600

REQUEST FOR QUOTATION

To,
GAIL WEBSITE VENDOR,
India
Vendor Code : 101019938

RFQ No. : GAIL/VH/09/M012/3200053645/MECH
Date: 02.06.2009
RFQ Due on : 24.06.2009 at 14:00 Hrs IST
Tender Opening Date : 24.06.2009 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

AIR HANDLING UNIT
MAKE: THERMFLOW ENGINEERS
TYPE:
MODEL: THA-9
SERIAL NO:
SERVICE:
DRAWING NO:
CAPACITY:
TAG NUMBER:
SUPPLEMENTARY REQUIREMENTS:
ADDITIONAL REQUIREMENTS:
1 2820091003 EACH 1 _____
SHFT,SS-304,THA-9S (AHU NO:9)
MOC: STAINLESS STEEL-304
SHAFT

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/VH/09/M012/3200053645/MECH
Date: 02.06.2009

SS 304 SHAFT FOR MODEL THA-9S QUANTITY-1 NO.

DIMENSIONAL DRAWING WITH MATERIAL SPECIFICATION ATTACHED AS ANNEXURE-1 A.

PRE DELIVERY INSPECTION AT VENDOR'S WORKS PRIOR TO DISPATCH WILL BE CARRIED OUT BY GAIL AUTHORIZED REPRESENTATIVE.

GUARANTEE CERTIFICATE SHALL BE SUBMITTED ALONG WITH SUPPLY OF SHAFT.

SHAFT SHALL BE DYNAMICALLY BALANCED IN ACCORDANCE WITH ISO 1940(1973-E)I-986 & IS 11723(PART-1) 1992 BALANCE QUALITY GRADE G6.3 RESIDUAL BALANCE SHALL BE MAINTAINED WITHIN TOLERANCE.

BALANCING REPORT SHALL BE SUBMITTED ALONG WITH SUPPLY OF SHAFT.

EMD Details : WITH REFERENCE TO CLAUSE NO.11 (i) OF G.P.C, OFFER SHOULD ACCOMPANY EMD/ BID BOND @2% OF QUOTED VALUE OR RS. 5000.00 WHICHEVER IS MORE IN THE FORM OF DEMAND DRAFT IN FAVOUR OF GAIL (INDIA) LTD PAYABLE AT STATE BANK OF INDIA (BRANCH CODE 6635) OR IN THE FORM OF BANK GUARANTEE IF QUOTED VALUE IS MORE THAN Rs. 01 (ONE) LAC.

Instruction to Bidders; 1. YOUR OFFER SHOULD BE VALID FOR 03 MONTHS FROM THE DATE OF TENDER OPENING.

2. PLEASE MENTION THE "MAKE" OF THE ITEM CLEARLY IN YOUR OFFER. IN CASE BIDDER IS QUOTING EQUIVALENT PRODUCT/MAKE BIDDER HAS TO FURNISH DOCUMENTARY EVIDENCE SUBSTANTIATING BEC AND EQUIVALENCE.

3. BIDDER IS REQUESTED TO SUBMIT:

(a) DULY FILLED -IN, SIGNED & STAMPED ANNEXURE-I (FORMAT FOR TERMS, CONDITION TAXES & DUTIES)

(b) THIS RFQ AND GENERAL PURCHASE CONDITIONS; ALONG WITH THEIR OFFER.

4.. BIDDER IS REQUESTED TO CLEARLY MENTION RFQ NO. & BID DUE DATE OF OPENING AT THE TOP LEFT HAND COVER OF THE ENVELOPE.

5. CONDITIONAL, LATE OFFERS SHALL NOT BE ENTERTAINED.

6. 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.

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/VH/09/M012/3200053645/MECH

Date: 02.06.2009

Instruction to Bidders : 7. GAIL SHALL NOT ISSUE CONCESSIONAL FORM /FORM "C" FOR THIS PURCHASE, PLEASE QUOTE SALES TAX ACCORDINGLY.

8. PLEASE FURNISH A CATALOGUE/ WRITEUP OF QUOTED ITEMS INDICATING DETAILED SPECIFICATIONS ALONG WITH OFFER.

9. REJECTION CRITERIA:

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

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

(I) FIRM PRICE

(II) EMD/ BID BOND, IF APPLICABLE

(III)SCOPE OF WORK/ SPECIFICATIONS

(IV) PRICE SCHEDULE/ PRICE BASIS

(V) PERIOD OF VALIDITY OF BID.

(VI) PRICE REDUCTION SCHEDULE

(VII) DELIVERY PERIOD

(VIII) PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT, WHEREVER APPLICABLE.

(IX) WARANTEE/GUARANTEE CLAUSE

(X) ARBITRATION/ JURISDICTION OF COURT

(XI) FORCE MAJEURE

10. TECHNICAL AND COMMERCIAL QUERIES (TQ/CQ), IF REQUIRED MAY BE ISSUED TO ONLY THOSE BIDDERS WHOSE BIDS ARE FOUND PRIMA-FACIE RESPONSIVE, FOR SEEKING CLARIFICATION ONLY. THE REQUEST FOR SUCH CLARIFICATIONS AND THE RESPONSE SHALL BE IN WRITING AND NO CHANGE IN THE PRICE OR SUBSTANCE OF BIDS SHALL BE SOUGHT, OFFERED OR PERMITTED. THE SUBSTANCE OF THE BID INCLUDES BUT NOT LIMITED TO PRICE, DELIVERY/COMPLETION, SCOPE, SPECIFICATION ETC.

11. IN CASE OF ANY CLARIFICATION, PLEASE CONTACT :

GM (C&P)

GAIL (INDIA) LTD,

PO GAIL COMPLEX, VIJAIPUR,

DIST. GUNA M.P.

TEL: 07544 274232, 274444, FAX: 07544-274600

EMAIL: vijpcp@gail.co.in / psnabiyal@gail.co.in

12. PRE-BID CONFERENCE: FOR ANY QUERY ON RFQ PTC SHALL HELD 1½ WEEKS AFTER RFQ ISSUE DATE. IF SAME HAPPENS TO BE HOLIDAY, PTC SHALL HELD ON NEXT WORKING DAY.

Price Basis: FOT GUNA BASIS.

Delivery/ Completion Schedule: WITHIN 6 WEEKS FROM DATE OF ISSUE OF P.O.

Terms of delivery: THROUGH ROAD TRANSPORT (PREFERABLY BY TCI/ETO WHO HAVE THEIR

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/VH/09/M012/3200053645/MECH

Date: 02.06.2009

OFFICES IN GUNA, M.P.). TRANSIT INSURANCE SHALL BE ARRANGED BY GAIL. DATE OF L.R SHALL BE CONSIDERED AS DATE OF DELIVERY.

Consignee Address:

GM(C&P)

GAIL (INDIA) LTD.,

PO GAIL COMPLEX, VIJAIPUR

DISTT.- GUNA M.P- 473112

PHONE: 07544-274444, 274602 FAX: 07544 274600

EMAIL: vijpcpgail.co.in/ psnabiyal@gailco.in.

Terms of payment: 100% PAYMENT SHALL BE RELEASED WITHIN 15 DAYS AFTER RECEIPT AND ACCEPTANCE OF ITEMS AT SITE.

PAYMENT SHALL BE RELEASED DIRECTLY TO YOUR BANK ACCOUNT THROUGH E-BANKING ONLY. PLEASE PROVIDE YOUR BANK ACCOUNT NO. IN ANY BRANCH OF SBI/ HDFC/ ICICI BANK WHICH HAS E-BANKING FACILITY. IN CASE BIDDER DOES NOT HAVE ACCOUNT IN ANY OF ABOVE MENTIONED BANK, PLEASE CONFIRM THAT PAYMENT SHALL BE ACCEPTED THROUGH E-BANKING CHANNELS OF SBI/ HDFC/ ICICI BANK IN THE EVENT OF RECEIPT OF ORDER FROM GAIL.

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

Price Reduction Schedule: APPLICABLE AS PER GAIL GPC.

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

Other Contractual Stipulations: BIDDER'S ELIGIBILITY CRITERIA :

BIDDER SHOULD HAVE SUPPLIED SIMILAR TYPE OF "SHAFT [AS SPECIFIED IN THE RFQ]" TO PSU'S / PRIVATE SECTOR COMPANY"/ GOVERNMENT ORGANIZATIONS, HAVING A MINIMUM ORDER-VALUE OF RS.38,000.00 IN A SINGLE 'PURCHASE ORDER', DURING ANY OF THE PRECEDING SEVEN (07) YEARS [TO BE RECKONED FROM THE DUE DATE OF BID-SUBMISSION].

A COPY OF 'PURCHASE ORDER' IS TO BE SUBMITTED ALONGWITH THE OFFER TO SUBSTANTIATE COMPLIANCE OF ABOVE BEC, FAILING WHICH THE OFFER SHALL BE REJECTED.

FAILING ABOVE, OFFER SHALL BE LIABLE TO BE REJECTED.

Special Conditions of Contract: 1. BIDDERS ARE REQUESTED TO SUBMIT THEIR OFFER ALONG WITH TENDER DOCUMENTS DULY SIGNED & STAMPED DULY NUMBERED IN EACH PAGE.
2. ALL PAGESE OF THE BID TO BE SIGNED AND SEALED BY AUTHORISED PERSON OF THE BIDDER.
3. MATERIAL TEST CERTIFICATE IS TO BE SUBMITTED AT THE TIME OF SUPPLY.

Enclosures: 1. DETAILED SPECIFICATIOIS & DRAWING ENCLOSED ANNEXURE - 1A.

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/VH/09/M012/3200053645/MECH
Date: 02.06.2009

2. ANNEXURE - I FORMAT FOR GENERAL TERMS & CONDITIONS.
3. GENERAL PURCHASE CONDITIONS (GPC)
4. PROFORMA-1: FOR CREATION/ADDITION OF BANK ACCOUNT DETAILS
5. PROFORMA-2: FOR UPDATION/MODIFICATION OF EXISTING BANK ACCOUNT DETAILS
6. FORMAT FOR CONFIRMATION ON APPLICABILITY OF "MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 [MSMED ACT 2006)".

Bid Evaluation Criteria: THE EVALUATION OF ALL THE RESPONSIVE BIDS SHALL BE DONE ON ITEM WISE BASIS SO AS TO ARRIVE AT THE LOWEST EVALUATED OFFER AS UNDER:

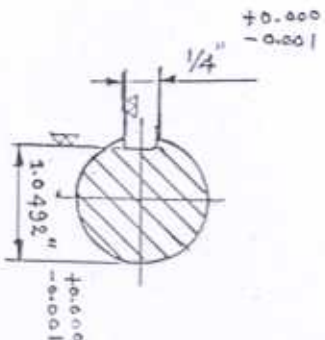
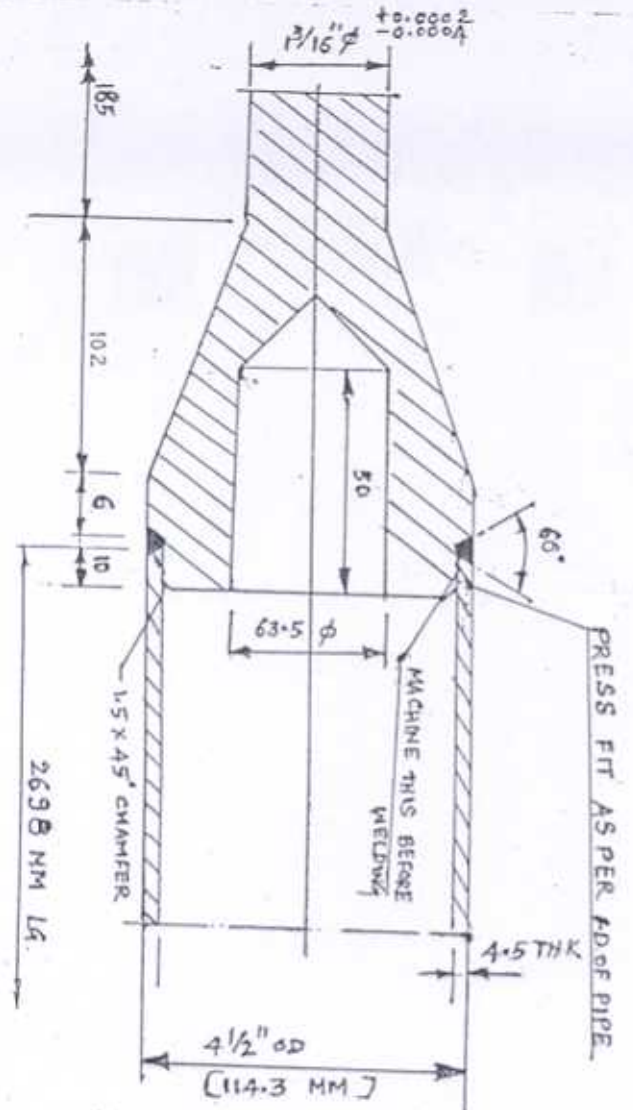
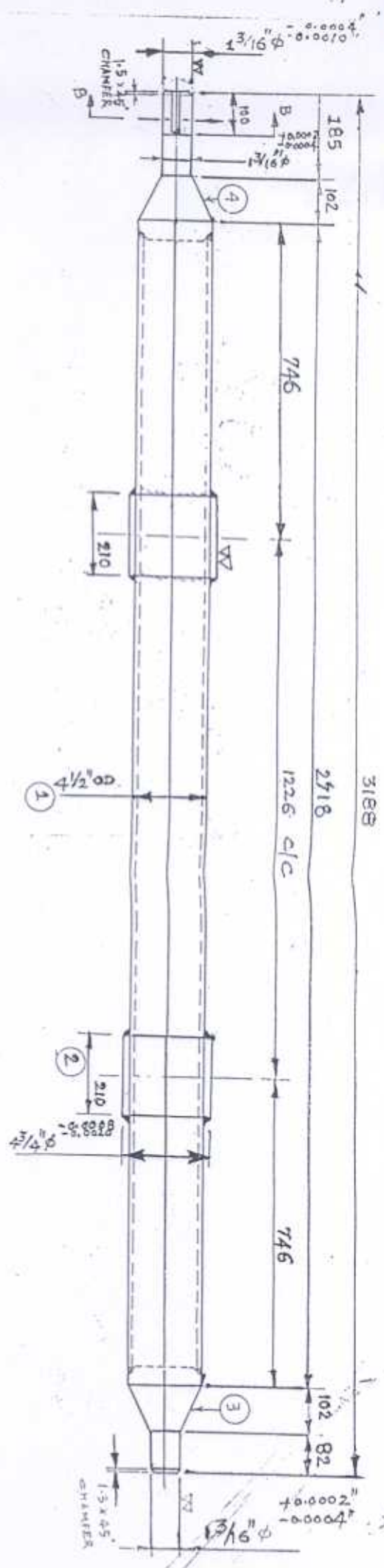
- i) EX-WORKS PRICE QUOTED BY THE BIDDER (INCLUDING PACKING & FORWARDING CHARGES)
- ii) EXCISE DUTY ON THE FINISHED GOODS.
- III) SALES TAX ON THE FINISHED GOODS
- iv) FREIGHT CHARGES TO PURCHASER'S SITE.

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)



SECT. B.B.

SNO	DESCRIPTION	QTY	MATERIAL	SIZE
4	FORGING END (BIG)	1	SS-304	80MM Ø X 336 MM LG.
3	FORGING END (SMALL)	1	SS-304	80 MM Ø X 222 MM LG.
2	PAD PLATE (WELDED)	2	SS-304	5NB. X 5.4 THK X 210 LG.
1	PIPE (WELDED)	1	SS-304	4" NB X 4.5MM T. X 2698 L

SHAFT FOR
AHU MODEL THA-9S

ANNEXURE-1A

- NOTES: (1) ALL DIMENSIONS ARE IN MM IF NOT SPECIFIED.
 (2) ALL FINISH MACHINE TO BE DONE AFTER WELDING.
 (3) DRG NOT TO SCALE

ANNEXURE-I

FORMAT FOR TERMS, CONDITIONS, TAXES AND DUTIES (HVJ)

(PLEASE SUBMIT THIS ANNEXURE ALONG WITH OFFER FOR DETAILED EVALUATION OF YOUR OFFER)

SL. NO.	DESCRIPTION	DETAILS/ CONFIRMATION
A.	OFFER REF. NO..... DATE.....	NAME OF BIDDER..... TELEPHONE/MOBILE NO..... EMAIL ID..... FAX NO.....
B	DOCUMENTS SUBSTANTIATING BEC HAS BEEN SUBMITTED AS UNDER:	
C	DESCRIPTION :	BIDDERS CONFIRMATIONS
	DETAILS OF DOCUMENTS SUBSTANTIATING BIDDER'S ELIGIBILITY CRITERIA (BEC)	
I	PERIOD OF VALIDITY OF BID	
II	DETAILS OF EMD/ BID BOND	
III	ACCEPTANCE OF FIRM PRICE DURING THE CURRENCY OF CONTRACT.	
IV	P & F (IF,APPLICABLE)	
V	EXCISE DUTY	
VI	EXCISE CHAPTER ID	
VII	IF EXCISE DUTY IS APPLICABLE/INCLUSIVE, PLEASE CONFIRM SUBMISSION OF EXCISE INVOICE AT THE TIME OF SUPPLY	
VII	VAT / CST (WITHOUT FORM - C / FORM - 33)	
VIII	ANY OTHER TAXES (IF ANY)	
IX	TAX IDENTIFICATION NO. (TIN)	
X	ECC NO.	
XI	FREIGHT CHARGES(IF APPLICABLE)%(OF BASIC PRICE) OR RS.....
XII	DELIVERY TERM	

XIII	PAYMENT TERMS	
XIV	ACCEPTANCE TO ALL THE TERMS & CONDITIONS OF GENERAL PURCHASE CONDITION OF RFQ	
XV	IN CASE BIDDER IS QUOTING EQUIVALENT PRODUCT/MAKE, MAKE AND DOCUMENTARY EVIDENCE FOR SUBSTANTIATING EQUIVALENCE AND MEETING BEC.	NAME OF MAKE: DOCUMENTS SUBSTANTIATING EQUIVALENCE AND MEETING BEC:
XVI	BANK A/C NO. IN SBI/ HDFC/ ICICI BRANCH WHICH HAS E-BANKING FACILITY.	BANK: ACCOUNT NO. : BRANCH CODE:

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

PLACE:
DATE:

SIGNATURE OF AUTHORISED SIGNATORY
NAME:
DESIGNATION:
SEAL:



GENERAL PURCHASE CONDITIONS (INDIGENEOUS)

2 KF 3.04 D

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

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

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

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

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

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

(CREATION/ADDITION)

FORMAT FOR "e-BANKING"

REF: GAIL/VIJP/E-BANKING/TENDER NO. GAIL/VH/07/M069/INST

Dated:

Sub: E-payment to 'Vendors/Contractors/Customers'

Dear Sir/Madam,

We are pleased to inform you that GAIL has adopted e-payment system for all 'Vendors/Contractors/Customers' through e-banking to avoid delay in payment, loss of instrument like DD/Cheque in transit, etc and ensure faster payment.

In view of above, you being a valuable 'Customer/Contractor/Vendor' to GAIL, are requested to open your account in any of the designated bank as given below for making payment to you through e-banking:

1. State Bank of India
2. ICICI Bank
3. HDFC Bank

To facilitate this transaction, you are requested to forward us the following two documents (format enclosed) duly filled in, stamped and signed by authorized signatory at the earliest.

1. Format -1: This format is to be filled by the Vendor/Customer/Contractor on their letter head
2. Format -2: This format is to be filled by the Banker (of Vendor/Customer/Contractor) on their letter head

On receipt of above mentioned documents, your bank account details will be 'created/added' in our e-banking system. Payment against 'existing/future' contracts/orders (if any) shall be directly made to your account with intimation to you.

Please arrange to forward your authorization in prescribed formats at the earliest.

Thanking you,

Yours truly,

For & on behalf of GAIL (India) Limited

(Authorised Signatory)

[FORMAT APPLICABLE FOR 'VENDORS/CUSTOMERS/CONTRACTORS' DESIROUS OF RECEIVING PAYMENT THROUGH E-BANKING IN THEIR ACCOUNT WITH 'SBI/HDFC/ICICI BANK' DIRECTLY]

THIS FORMAT IS TO BE FILLED BY THE 'VENDOR/CUSTOMER/CONTRACTOR' ON THEIR LETTER HEAD

REF: GAIL/VIJP/E-BANKING/TENDER NO. GAIL/VH/07/M069/INST

Dated:

To,
M/s GAIL (India) Ltd,
GAIL Complex, Vijaipur,
Distt: Guna (M.P.)- 473112

Sub: Consent for receiving payment through e-banking directly in our account maintained in 'SBI/HDFC/ICICI' Bank.

Dear Sir/Madam,

We are pleased to forward our consent to receive payment directly to our 'bank account' through e-banking. Required details are given below:

1. Vendor/Customer's name with detail address: _____

Tel no _____ Fax No. _____
Email Id: _____
2. Vendor Code: _____
(As mentioned in 'address block' of RFQ issued by GAIL)
3. Name of bank with detail address: _____
Tel no _____ Fax No. _____
Email Id: _____
4. Branch code : _____
5. Bank account no.: _____
6. Account type (Current/Saving): _____
7. MICR code: _____

Further to above, please find herewith our bank details 'duly verified'/furnished by our banker for creation/addition in your e-banking system and releasing payment directly to our bank account accordingly.

Thanking you,

(Authorized Signatory with name and seal)

(CREATION/ADDITION) Format-2

[FORMAT APPLICABLE FOR 'VENDORS/CONTRACTORS/CUSTOMERS' DESIROUS OF RECEIVING PAYMENT THROUGH E-BANKING IN THEIR ACCOUNT WITH 'SBI/HDFC/ICICI' BANK DIRECTLY]

THIS FORMAT IS TO BE FILLED BY THE BANKER (OF VENDOR/CUSTOMER/CONTRACTOR) ON THEIR LETTER HEAD

REF: GAIL/VIJP/E-BANKING/TENDER NO. GAIL/VH/07/M069/INST

Dated:

To,
M/s _____

Dear Sir/Madam,

Sub: 'Verification/Furnishing' of Particulars of 'Account Holder'

This has reference to your request for the following 'Particulars' to be furnished/verified from this bank, wherein you have account and the same is in vogue.

1. Name of bank with detail address: _____

Tel no _____ Fax No. _____
Email Id: _____
2. Branch code : _____
3. Account type (Current/Saving): _____
4. Bank account no.: _____
5. MICR code: _____

(Authorized Signatory with name and seal)

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

REF: GAIL/VIJP/SME /TENDER NO.

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

2. As per the MSMED Act, Enterprises engaged in the manufacture / production of goods or rendering / providing of services are to be classified into Micro, Small and Medium enterprises based on the investment in plant and machinery/equipment.
3. Such Enterprises are required to file a memorandum in the prescribed form to the appropriate authority as mentioned in the MSMED Act.
4. The term Enterprises stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Cooperative Society, Partnership firms, undertaking or any other legal entity.
5. For your ready reference, the definitions of Micro, Small and Medium enterprises are given below:

Classification of enterprises engaged in:

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

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

- (b) Providing or rendering services:

Nature of Enterprise	Investment in Equipment
Micro	Does not exceed Rs. 10 Lacs
Small	More than Rs. 10 Lacs but does not exceed Rs. 2 Crores
Medium	More than Rs. 2 Crores but does not exceed Rs. 5 Crores

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

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

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

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

Place:
Date:

Signature of Authorised Signatory
Name:
Designation:
Seal:

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