



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

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

REQUEST FOR QUOTATION

TIN : 23265002549
ECC NO : AAACG1209JXM004

To,
GAIL WEBSITE VENDOR,
India
Vendor Code : 101019938

RFQ No. : GAIL/VH/12/M092/3200086797/GT/TC
Date: 01.04.2013
RFQ Due on : 24.04.2013 at 14:00 Hrs IST
Tender Opening Date : 24.04.2013 at 15.00 Hrs IST
Pre Bid Conference Date: 12.04.2013 at _____ Hrs

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	Amount
Description			(in figures & words)		

Group : 1

ADDITIONAL REQUIREMENTS:

SUPPLEMENTARY REQUIREMENTS:

WALKIETALKIE ACCESSORIES, HAND SET

1	8550518621	EACH	42	_____	
Digital WT Sets as per detailed specs.					
PORTABLE TWO WAY DIGITAL HAND HELD RADIO##					
OPRATING 136-174 MHZ FREQUENCY BAND##					
COMPRISING OF ALPHA NUMRIC DISPLAY##					
INTRINSICALLY SAFE MODEL##					
FOR USE IN BACK WARD COMPATEABLE##					
WITH CONVENTIONAL VHF RADIOS##					

2	8550518611	EACH	1	_____	
fixed Radio Station as detailed Specs.					

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/VH/12/M092/3200086797/GT/TC

Date: 01.04.2013

FIXED / STATIC RADIO EQUIVALENT##
WITH MOTOROLA XIRM 8260##
WITH DISPLAY OPERATION##
IN 136-174 MHZ BAND##
WITH CHANNEL WISE PROGRAMMING##
1-25 W.12,5-25 KHZ CHANNEL##
WITH MICROPHONE, POWER SUPPLY##
CABLES,ANTENNA ETC##

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/VH/12/M092/3200086797/GT/TC
Date: 01.04.2013

Instruction to Bidders : 1. EMD DETAILS : (i) The EMD of Rs. 31,000/- in form of Demand Draft in favor of "GAIL (India) Limited" payable at State Bank of India, GAIL Complex, Vijaipur (Branch Code 06635) issued by SBI only or in the form of Bank Guarantee from any Nationalized/Scheduled Bank as per format [Annexure-V] must be submitted along with Un-priced Bid.

(ii) Bidders shall ensure that Earnest Money / Bid Security having a validity of at least 06 (six) months beyond the final bid due date must accompany the bid. bid not accompanied with Earnest Money/Bid Security not in requisite form shall be summarily rejected.

2. IMPORTANT INSTRUCTION TO BIDDERS:

(TWO BID SYSTEM)

Bidders should submit their bids in two separate parts (Part-I & Part-II) i.e. Part-I (Un-priced bid) & Part-II (Price bid) in separate sealed envelopes super-scribed with name of the bidder, RFQ Number & due date. These two envelopes containing part I (Un-priced bid) and part II (Price bid) shall be put in a single larger envelope duly sealed & super-scribed with RFQ number, due date of opening and name and address of the bidder.

(A) PART - I: UN-PRICED BID

It should contain following documents:

- (I) Copy of RFQ duly sealed & signed in each page as a token of acceptance of all terms & conditions of the RFQ.
- (II) Duly filled & signed ANNEXURE-I (Formats for Technical Terms & Conditions) & ANNEXURE-II (Formats for Commercial Terms & Conditions).

(B) PART - II: PRICED BID

It should contain only the prices of the quoted item in "Price Schedule". Blank format of Price Bid shall be filled properly & neatly, wherever applicable.

METHODOLOGY FOR SELECTION OF TECHNO-COMMERCIAL ACCEPTABLE BIDDERS:

- i) Un-priced bids received within stipulated time/date, shall be opened on scheduled date/time in presence of bidders who may wish to attend tender opening.
- ii) Evaluation of the Un-priced bids shall be carried out on the basis of requisite document submitted.
- iii) Price bid of only those bidders will be opened who will be techno-commercially acceptable as per terms and conditions of tender.

Please note that this RFQ is issued on "zero deviation" basis and offers with deviation / conditional offers will not be accepted.

Incomplete bids shall not be considered.

Prior to detailed evaluation, pursuant to bidder's eligibility and rejection criteria, GAIL will determine the substantial responsiveness of each bid to the RFQ/Tender Document. A substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without deviations or reservations.

A bid determined as substantially non-responsive may be rejected by GAIL and may not be subsequently made responsive by bidder by correction of the non-conformity through queries/ clarifications or any other

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/VH/12/M092/3200086797/GT/TC

Date: 01.04.2013

means, unless sought in writing.

Technical and commercial queries (TQ/CQ), if required may be issued to only those bidders whose bids will be prima-facie responsive, for seeking clarification. 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.

Therefore, bidder is requested to not to take any deviation to the terms and conditions of RFQ and submit all the requisite documents as mentioned in RFQ failing which their offer may be summarily rejected.

REJECTION CRITERIA: Deviation to the following clauses of RFQ shall lead to Rejection of Bid:

- (I) Firm Price
- (II) EMD / BID BOND, If applicable
- (III) Technical Specifications
- (IV) Price Schedule/ Price Basis
- (V) Period of Validity of Bid
- (VI) Price Reduction Schedule
- (VII) Performance Bank Guarantee/ Security Deposit
- (VIII) Guarantee / Warranty, If applicable
- (IX) Arbitration/ Jurisdiction of Court
- (X) Force Majeure

Bids complete in all respect should reach on or before the RFQ due date and time. Bids through Fax/ E-mail shall not be considered. Bidders are requested to post their bids through speed post / reputed couriers considering minimum 8 days as delivery time by post so as to avoid any postal delay.

In case of any query, please contact:

Ameer Iqbal
Sr. Officer (C&P)
GAIL (India) Limited,
P.O. GAIL Complex, Vijaipur - 473 112
Distt. : GUNA. [M. P.]
Phone: +91-7544-274444 (Extn- 2384)
Fax: +91-7544-274600
E-mail: ameer.iqbal@gail.co.in

- 3. **PRICE BASIS:**
AS SPECIFIED IN ANNEXURE-II.
- 4. **DELIVERY / COMPLETION PERIOD:**
AS SPECIFIED IN ANNEXURE-I.
- 5. **TERMS OF DELIVERY:**
AS SPECIFIED IN ANNEXURE-II.
- 6. **CONSIGNEE ADDRESS:**
Dy. General Manager (Contract & Procurement)
GAIL (India) Limited,

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/VH/12/M092/3200086797/GT/TC

Date: 01.04.2013

P.O. GAIL Complex, Vijaipur- 473 112
DISTT. : GUNA [M.P.]
Phone: +91-7544-274444, Extn: 1380
Fax: +91-7544-274600
E-mail: amt01468@gail.co.in

7. TERMS OF PAYMENT:
AS SPECIFIED IN ANNEXURE-II.
8. WARRANTIES / GUARANTEE:
AS SPECIFIED IN ANNEXURE-I.
9. PRICE REDUCTION SCHEDULE:
AS SPECIFIED IN ANNEXURE-II & DETAILED IN GENERAL PURCHASE CONDITION
[ENCLOSED]
10. PERFORMANCE BANK GUARANTEE:
AS SPECIFIED IN ANNEXURE-II & DETAILED IN GENERAL PURCHASE CONDITION
[ENCLOSED]
11. OTHER CONTRACTUAL STIPULATIONS:
PRE-BID CONFERENCE (PBC): PRE-BID CONFERENCE (PBC) is scheduled to be held on 12.04.2013 at 15:00 hrs wherein technical specifications, terms and conditions of RFQ will be explained and the doubts (if any) will be clarified. Please depute your authorized representative to attend the PBC along with proper authorization letter.
12. DISPATCH DETAILS:
The supplier shall ensure to dispatch the material so as to get it delivered at destination before contractual delivery date. The dispatch details comprising of Delivery Challan, Transporter Lorry Receipt/ Goods Receipt, Invoice, Test Certificate, Catalogue etc. to be sent by courier addressed to consignee immediately after dispatch of material.
13. GENERAL CONDITIONS OF CONTRACT:
GENERAL PURCHASE CONDITIONS ARE ENCLOSED HERewith.
14. SPECIAL CONDITIONS OF CONTRACT:
 - 14.1. Bidder has to submit Catalogue along with offer.
 - 14.2. Bidder has to submit Test Certificates along with supply.
15. BIDDER'S ELIGIBILITY CRITERIA [BEC]:
 - (i) The bidder should be a Manufacturer or Authorized Distributor / Authorized Dealer of manufacturer of items as specified in the RFQ. In case bidder is a Manufacturer, it must submit valid notarized documentary evidence for being a manufacturer [i.e. ISO Certificate / Excise Registration Certificate / Certificate issued by Statutory Authority / NSIC Certificate or equivalent certificate] and in case bidder is an Authorized Distributor / Authorized Dealer, it must submit a copy of valid notarized Authorized Distributorship / Authorized Dealership Certificate from the Manufacturer along with the proof of their principal being a Manufacturer.
 - (ii) The bidder should have successfully supplied Walkie Talkie sets as specified in RFQ in any of the

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/VH/12/M092/3200086797/GT/TC

Date: 01.04.2013

preceding seven (07) years (reckoned from bid due date), to any Department under Central or State Govt. of India / Indian PSU / Private Limited Company / Public Limited Company. In support of above, Bidder has to provide the detailed Purchase Order and proof of supply [i.e. duly receipted Delivery Challan / Excisable Invoice / Completion certificate or any other equivalent document] along with the offer. All the above documents should be duly notarized by Notary Public.

Note to BEC (For Strict Compliance):

(i) Bidders must furnish all relevant documents/information in support of their credentials to the above eligibility criteria alongwith the offer, failing which their offer shall be summarily rejected.

(ii) Bidders not meeting any of the above-mentioned criteria shall be rejected without assigning any reason.

Bids complete in all respect should reach on or before the RFQ due date and time. Bids through Fax/E-mail shall not be considered.

16. TECHNO-COMMERCIAL BID EVALUATION:

Evaluation shall be done on overall basis. Following shall be added for calculation of landed price of techno-commercially acceptable offers for comparison and determining lowest bid, thereof:

- (a) Ex-works price quoted by the bidder.
- (b) Packing & forwarding charges (if applicable).
- (c) Excise duty on the finished goods (if applicable). If the bidder agrees to provide Cenvatable Excise Invoice, the effect would be considered for evaluation of bids (if applicable).
- (d) Sales Tax on the finished goods (if applicable).
- (e) Inland Transportation charges up to Transporter's Godown of respective GAIL Sites [if extra].

17. AGREED UPON TERMS & CONDITIONS

Bidder must fill the enclosed Annexure - I & II in token of his acceptance to the specified terms and conditions.

18. ENCLOSURES:

ANNEXURE - I	:	FORMAT FOR TECHNICAL TERMS & CONDITIONS
ANNEXURE - II	:	FORMAT FOR COMMERCIAL TERMS & CONDITIONS
ANNEXURE -III	:	SCOPE OF WORK & TECHNICAL SPECIFICATION
ANNEXURE -IV	:	SPECIAL TERMS AND CONDITIONS
ANNEXURE -V	:	PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/BID BOND
ANNEXURE -VI	:	GENERAL PURCHASE CONDITIONS (GPC)

REQUEST FOR QUOTATION (Cont.)

RFQ No:GAIL/VH/12/M092/3200086797/GT/TC

Date: 01.04.2013

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)

ANNEXURE-I**FORMAT FOR TECHNICAL TERMS & CONDITIONS**

(Please submit this annexure duly filled, signed & stamped on each page along with your offer)

Sl. No.	<u>DESCRIPTION / CONFIRMATION</u>		
1.	(i) The bidder should be a Manufacturer or Authorized Distributor / Authorized Dealer of manufacturer of items as specified in the RFQ. In case bidder is a Manufacturer, it must submit valid notarized documentary evidence for being a manufacturer [i.e. ISO Certificate / Excise Registration Certificate / Certificate issued by Statutory Authority / NSIC Certificate or equivalent certificate] and in case bidder is an Authorized Distributor / Authorized Dealer, it must submit a copy of valid notarized Authorized Distributorship / Authorized Dealership Certificate from the Manufacturer along with the proof of their principal being a Manufacturer. (ii) The bidder should have successfully supplied Walkie Talkie sets as specified in RFQ in any of the preceding seven (07) years (reckoned from bid due date), to any Department under Central or State Govt. of India / Indian PSU / Private Limited Company / Public Limited Company. In support of above, Bidder has to provide the detailed Purchase Order and proof of supply [i.e. duly receipted Delivery Challan / Excisable Invoice / Completion certificate or any other equivalent document] along with the offer. All the above documents should be duly notarized by Notary Public. <u>Note to BEC (For Strict Compliance):</u> a) Bidders must furnish all relevant documents/information in support of their credentials to the above eligibility criteria alongwith the offer, failing which their offer shall be summarily rejected. b) Bidders not meeting any of the above-mentioned criteria shall be rejected without assigning any reason. Bids complete in all respect should reach on or before the RFQ due date and time. Bids through Fax/ E-mail shall not be considered. FOLLOWING DOCUMENTS ARE SUBMITTED TO SUBSTANTIATE BID EVALUATION CRITERIA (BEC) SPECIFIED ABOVE. (i) (ii) (iii)		
2.	TERMS & CONDITIONS (i) Delivery/ completion period (ii) Guarantee/ warrantee	TENDER REQUIREMENT As per Annexure IV (Special terms and Conditions) As per Annexure IV (Special terms and Conditions)	BIDDER'S CONFIRMATION [Accepted / Not Accepted] [Accepted / Not Accepted]

3.	OTHER DETAILS		CONFIRMATION
	i) Catalogues required along with offer	YES	YES / NO
	ii) Test Certificate required along with supply	YES	YES / NO
	iii) Detailed specifications should be enclosed	YES	YES / NO
	iv) The material must be confirming to IS as specified in RFQ.	Accepted	[ACCEPTED /]
	v) Detail Specifications of items shall be as specified in RFQ in all respect.	Accepted	[ACCEPTED /]

Place:

Date:

Signature of Authorized Signatory

Name:

Designation:

Seal:

FORMAT FOR COMMERCIAL TERMS & CONDITIONS

(Please submit this annexure duly filled, signed & stamped on each page along with your offer)

1	TERMS & CONDITIONS	TENDER REQUIREMENT	BIDDER'S CONFIRMATION
(i)	QUOTED PRICES	FIRM	[Accepted / Not Accepted]
(ii)	DETAIL OF EMD	The EMD of Rs. 31,000.00 in form of Demand Draft in favor of "GAIL (India) Limited" payable at State Bank of India, GAIL Complex, Vijaipur (Branch Code 06635) issued by State Bank of India only or in the form of Bank Guarantee from any Nationalized/Scheduled Bank as per format [Annexure-V] must be submitted along with Un-priced Bid. Note below: (i) Firms registered with NSIC will be exempted from payment of earnest money/bid bond provided they are registered for the items they intend to quote against the GAIL tender. (ii) Micro and Small Enterprise (MSEs) under Micro, Small and Medium Enterprises Development Act 2006 shall be exempted from submission of EMD / Bid Bond provided they submit the documentary evidence of registration with District Industries Centre / Khadi and Village Commission or Board / Coir Board / NSIC / any other body specified by Ministry of MSME Enterprises.	DD Nodated For Rs..... drawn on payable at, SBI Vijaipur / Bank Guarantee No. dated For Rs. issued by valid till
(iii)	PRICE BASIS	Prices shall be on F.O.T. GAIL Vijaipur, basis.	Accepted/.....
(iv)	TERMS OF DELIVERY	Material must be delivered through road transport (preferably by TCI/ETO or any other bank approved transporter who have their offices / Godown in Guna, (M.P.) / By Courier <u>Transit Insurance shall be arranged by GAIL</u>	Accepted/.....
(v)	VALIDITY OF BID	90 Days from bid due date.	[Accepted / Not Accepted]

(vi)	PRICE REDUCTION SCHEDULE	In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½% (half percent) of the contract price (excluding taxes, duties & freight) per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price as detailed in General Purchase Conditions	[Accepted / Not Accepted]
(vii)	PAYMENT TERMS	70% payment shall be released within 15 days after receipt and acceptance of material & 30% will be released on configuring & testing of all equipment	[Accepted / Not Accepted]
(viii)	MODE OF PAYMENT	GAIL has e-banking facility in SBI/ HDFC / ICICI & shall release the payment to bidder through e-banking, if you have an account in any of these banks please fill adjacent column.	The Bank details are duly provided.....
(ix)	PERFORMANCE BANK GUARANTEE /SECURITYDEPOSIT	The seller shall within 15 days after the receipt of order, furnish Performance Guarantee either in the form of Demand Draft or in the form of Bank Guarantee to GAIL, in the specified format for an amount equivalent to 10% of the basic value of purchase order. The performance guarantee shall be valid for 6 months beyond the expiry of Warrantee/Guarantee period.	[Accepted / Not Accepted]
(x)	ARBITRATION / JURISDICTION OF COURT	As specified in General Purchase Conditions	[Accepted / Not Accepted]
(xi)	FORCE MAJEURE	As specified in General Purchase Conditions	[Accepted / Not Accepted]
2.	TAXES AND DUTIES (Bidders are requested to mention % or 'Nil' of Taxes & Duties in the corresponding right column)		
(i)	P & F CHARGES (IN %) (IF EXTRA)	AT ACTUAL	@ % / Rs..... [Extra] / NIL/Inclusive
(ii)	FREIGHT CHARGES (IN%) (IF EXTRA)	AT ACTUAL	@ % / Rs..... [Extra] / NIL/Inclusive
(iii)	EXCISE DUTY (IN %) (IF APPLICABLE)	AT ACTUAL	@ % [Extra] / NIL

	Bidder Shall confirm to submit Cenvatable Excise Invoice at the time of supply of material to avail cenvat benefits (If applicable)	YES	YES / NO
(iv)	EXCISE CHAPTER HEADING NUMBER (AS PER TARIFF) FOR ASSESSMENT OF DUTY.		
(v)	VAT (for bidders of Madhya Pradesh) (in %) (If applicable)	AT ACTUAL	@ % [Extra] / NIL
(vi)	CST (for bidders out of Madhya Pradesh) (Without Concessional Form) (If applicable)	AT ACTUAL	@ % [Extra] / NIL
(vii)	ANY OTHER TAXES / CHARGES (INSPECTION CHARGES)	AT ACTUAL	@ % / Rs.....[Extra]/ NIL
(viii)	ECC NO./ EXCISE REGN. NO.	AAACG1209JXM004 (GAIL's)	_____ (Bidder's)
	CST NO. /ST-TIN NO.	23265002549 (GAIL's)	_____ (Bidder's)
(ix)	ENTERPRISES INFORMATION WITH RESPECT TO MSME DEVELOPMENT ACT 2006	We are a supplier within the definition of section 2 (n) of the MSMED act (Micro/Small/Medium)	Yes (Certificate Attached) / No
(x)	ALL THE PAGES OF THIS RFQ ARE DULY SIGNED & STAMPED IN TOKEN OF ACCEPTANCE	YES	YES / NO
3.	DETAILED ADDRESS OF BIDDER	_____ _____ _____ _____	
	CONTACT PERSONS (Name and Designation)	_____ _____	
	Phone No. (With STD Code)	_____	
	Fax No. (With STD Code)	_____	
	E-mail Address	_____	
	Mobile Number	_____	

Place:
Date:

Signature of Authorized Signatory
Name:
Designation:
Seal:

SCOPE OF WORK & TECHNICAL SPECIFICATION**1. INTRODUCTION:**

GAIL (India) Limited, A Govt. of India Undertaking, under the Ministry of Petroleum & Natural Gas having its registered office at New Delhi is having business in diversified areas such as transportation of natural gas, production of LPG, petrochemical products, and into Telecom business as carrier's carrier utilizing its existing infrastructure. The Digital Hand Held radios along with One fixed base station are required for communication inside the plant at GAIL Vijaipur Guna, M.P. GAIL Vijaipur is already using Motorola & Vertex make Walkie Talkie system in Vijaipur LPG plant. To meet the additional requirement & for better voice quality now GAIL Intended to procure the Digital Hand held radios as per the details given below:

1.1 Vendor's Scope of work:

The scope of work shall include but not limited to following:

Technical Specs for required items are as under:

1) Intrinsically safe Digital Hand Held Radios

The portable radios should be digital for clear communication, lightweight, capable to operate in VHF Frequency band 136- 174 MHZ in a single location. The radios should be available with switchable RF power levels to meet communication needs, such as improved coverage and conservation of battery for long life. The following features are common to all radios i.e. 2 programmable side buttons and an emergency button to seek help in critical situations the radios should be capable of interoperability with existing Analog Radios in Analog mode and **Digital Radios in Digital Mode** with the following additional features should also be available in the radios. Certificate for intrinsically safe form recognised body (PESO/CCOE) required to be submitted along with offer for supplied Radios.

- Low Battery Alert -- This alerts the user to recharge or replace the radio's battery before the excessive drain ceases operation.
- The Radio sets shall be certified to used in the class-I locations where flammable hydrogen gas, vapours or combustible dust is present.
- Programmable channels with channel wise programming should be 512 or more.
- The Radio should be supplied with Alphanumeric two line rolling display
- The Radio should support the SMS facility.
- Battery charger: Single Unit rapid charger to suite the chemistry battery supplied.
- Radio should be equipped with Li-ion rechargeable battery to meet the operating time of minimum 8 Hours in normal use.
- Set should have front panel keypad with back lit LCD panel.
- Radio should have Scan with priority on both Analog & Digital Mode
- Radio Selective Call facility
- All other Technical Specification should be equivalent/ better than Motorola XIR P 8260.

2) Digital Fixed/ Static VHF Radio

The Radio should be digital for clear communication lightweight and compact operating in conventional system. The Microprocessor control of key circuits should provide automatic operation of most internal functions, which allows for consistent performance and reliability. The radios should conform to MIL standards like 810 C, D & E standards. The radios should be capable of interoperability with existing Analog Radios in Analog mode. The mobile radios should have cables for interconnection to Power Supply and mounting fixtures. Operating supply provided by the GAIL will be 230 V AC at Fixed locations suitable convertor of reputed make should be provided by the supplier. Frequency Range: 136- 174 MHz VHF. Supplied set should support all features of the Hand held sets. & complete with Power supply, suitable antenna & cables. All other Technical Specification should be equivalent/ better than Motorola XIR M 8260.

Other conditions:

All necessary programming software and hardware required for programming with PC has to be supplied along with the radios.

- Operators handbook
 - Connector & Hang-up clip
 - Power Supply cum Battery Charger
 - Non-locking mounting bracket
- The Bidder should have the necessary permission/license from the relevant authority for Supplying requisite material/ equipments in India
- Bidder must have customer care center in India after sales & warranty support.
- **Warranty** of equipments should be two years from date of acceptance.
- Integration of existing & offered sets/ system is in scope of vendor.
- Existing Hand held device is from Motorola/Vertex. Base station is also from Motorola make. The said sets available are in digital/analog mode. Offered Module should be compatible with existing set up. All the required Hardware/Software for the said compatibility will be in the scope of the vendor.
- Copy of the existing license will be provided to the successful bidder for the up- grading through WPC before the supply of material.
- Certification: CCOE/PESO
- Certified for use in Hydrogen Gas environment: IIC
- Zone Classification: Zone-1 and Zone-2
- Intrinsically safe: 2G Ex "ib" /IIC /II 2 D T6
- Radios & base station to be provided with licensed software applications and licensed software to provide PC based Dispatcher solution. PC will be provided by GAIL
- The Dispatcher should be able to talk & send the SMS, Call alert, Remote Kill, etc.
- Should be able to communicate and send messages to individual / Group
- Should be able to talk back facility to all groups in case of emergency situation
- The Dispatcher software should have capability to record all log and communication of Speech, Messages, on / Off of Radio set etc.
- All the licenses, if any, should be in the name of GAIL (INDIA) LTD

Bidder has to supply the user manual for all equipments.

SPECIAL TERMS AND CONDITIONS

The following special terms and conditions of contract shall supplement the general conditions of contract. Whenever, there is a conflict, the provisions herein shall prevail over those in the General Conditions.

1. The Vendor is deemed to have understood the scope of work and the requirement of GAIL. In case of any doubt, the clarification may be taken from the owner before submission of the offer.
2. The party shall be equipped with all the requisites as deemed necessary for the implementation of the job.
3. During the course of execution of the work, if any discrepancy or inconsistency, error or omission in any of the provisions of the contract is discovered which needs to be clarified, the matter shall be referred to the owner who shall give his decision in the matter and his decision shall be final and conclusive.
4. The work is subjected to inspection at all times by the Engineer-in-charge. The party shall carry out all instructions given by him or his representatives during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender, the technical documents and the relevant codes of practices during the performance of the work.
5. Any work not conforming to GAIL's requirement, specifications codes or standard engineering practices shall be rejected forthwith and the party shall carry out the rectification at his own cost.
6. Inspection and acceptance of the work shall not relieve the party from any of his responsibilities under this contract.
7. All the Walkie - Talkie and base sets shall be tested.
8. **Terms of Payment:** 70% Payment shall be released within 15 days after receipt and acceptance of material & 30% will be released on configuring & testing of all equipment
9. **Completion Period:** The completion period is 12 weeks from the date of Purchase Order.
10. **Warranty:** Warranty of Hand held radios system shall be for two year from the date of acceptance and for accessories like Batteries, antenna, charger etc. Shall be one year.
11. Test report of the supplied equipment shall be generated, which shall be submitted along with the invoice.
12. **Address of Location:**
GAIL (INDIA) LIMITED,
VIJAIPUR, District – Guna,
M.P.-473112
13. In case of any contradiction within the tender document the precedence shall be as follows in decreasing order.
 - i) SOR.
 - ii) Special conditions of contract.
 - iii) General conditions of contract

ANNEXURE-V

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,
P.O.: GAIL COMPLEX, VIJAIPUR
DISTT. GUNA 473112
M.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, GAIL COMPLEX, VIJAIPUR GUNA (M.P) - 473112 (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 including 60 days after the period of bid validity and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the BANK)

(Signature of the Witness)

Name & Address of Witness :

Date :



GAIL (INDIA) LIMITED

Vijaipur

GENERAL PURCHASE CONDITIONS (GPC)

1. Consignee: C&P In-charge, GAIL (India) Ltd, GAIL Complex, 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 & super scribed with the tender/enquiry no., bid opening date and the words 'QUOTATION – DO NOT OPEN', should reach this office on or before 1400 hrs on the due date of opening along with samples, if required, failing which your offer will not be considered. Quotations received late are liable to be rejected. Quotations will be opened on the due date at 1500 hrs in the presence of bidders/authorized representatives of bidders, who may intend/like to participate. A quotation received late by post or other means are liable to be rejected.

GAIL reserves the right to accept/reject any or all tenders without assigning any reason whatsoever.

3. Local Sales Tax and Central Sales Tax/VAT/TIN registration Nos. must be mentioned in the quotation.
4. Rates should be given according to unit mentioned in NIT and no alternative unit will be considered. Further, rates should be quoted on FOT dispatch point basis including P&F and indicating rate of taxes, duties etc. and freight up to site. Price shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
5. The offer should remain valid for not less than 3 Months from the bid opening date. Offers with less validity are likely to be ignored.
6. Offers subject to prior sale will not be considered. Further, the standard terms and conditions of the bidder are not acceptable.
7. Revised offer or post-bid modification of offer after the opening date will not be considered.
8. The required quantities at the time of placement of order can be changed up to $\pm 25\%$ of the quantities specified in enquiry.
9. **Price /Purchase Preference:**

Price/Purchase preference shall be applicable as per Govt. rules/guidelines in vogue.

10. **Price Reduction Schedule for delayed delivery:**

In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by $\frac{1}{2}\%$ (half percent) of the contract price (excluding taxes, duties & freight) per complete week of delay or part thereof [genuine pre-estimate of the loss/damage agreed between the Seller and Purchaser without any proof of the actual loss/or damage caused by such breach/delay] subject to a maximum of 5% (five percent) of the total contract price(excluding taxes, duties & freight). In case of delay in delivery on the part of Seller, the invoice value shall be reduced proportionately for the delay and payment shall be released accordingly. 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 performance guarantee. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding on the Seller. The date of GR/LR shall be considered as date of delivery.

In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @ $\frac{1}{2}\%$ of the delayed delivery value maximum up to 5% of the total order value.

11. Enterprise's information with respect to MSME Development Act, 2006

The bidders are required to confirm whether the enterprise is a Micro/ Small/ Medium enterprises along with documents from the appropriate authority:

"We confirm that we are a micro/ small/ medium enterprises under the MSMED Act 2006." (Please strike off whichever status is not applicable).

Further, with respect to micro and small enterprises, the MSMED Act defines the term 'supplier' as enterprises which have filed a memorandum with the authority specified by the respective State Government.

If the bidder is a micro/ small enterprise and has filed a memorandum with the specified authority, please confirm the following:

"We are a supplier within the definition of section 2 (n) of the MSMED Act _____ (Yes/ No)."

If the response to the above is 'Yes', the bidder is required to provide a copy of the Entrepreneurs Memorandum (EM) filed with the authority specified by the respective State Government."

12. Performance Guarantee (CPBG):

In case the basic order value exceeds Rs 2.0 (Two) lakhs, the seller shall within 15 days after the receipt of order, furnish Performance Guarantee either in the form of Demand Draft or in the form of Bank Guarantee/irrevocable Letter of Credit to GAIL, in the format provided in the bidding documents, for an amount equivalent to 10% of the basic value of contract. The performance guarantee shall be valid for 3 months beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by GAIL not later than 6 months from the date of expiration of the Seller's entire obligations, under the contract.

13. Inspection, Testing & Expediting:

Purchaser or its representative shall have the right to inspect and / or test the goods to confirm their conformity to the contract specifications. The inspection & tests may be conducted on the premises of the seller at the point of delivery and / or at the goods final destination. All reasonable facilities & assistance including access to drawings & production data shall be furnished by seller to purchaser free of cost.

When stores are rejected by the consignee, the same will be intimated to the supplier with the details of such rejected stores as well as the reason for their rejections and that the material will be lying at the consignee's premises at the risk and cost of 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 stores 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 12 months from the date of commissioning / operations or 24 months from the date of despatch, whichever is earlier.

15. Payment terms:

100% Payment will be released within 15 days of receipt and acceptance of material/installation at site/stores through e-banking. In case of payment through bank, all bank charges shall be borne by the vendor.

16. Invoice:

Original plus one copy of Invoice may be directly sent to In-charge (F&A), GAIL (India) Ltd, GAIL Complex, Vijaipur – 473 112. Distt. : Guna (M.P.) 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.

17. 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.

18. Dispatch documents:

Transit Risk Insurance shall be arranged by GAIL. The vendor will intimate dispatch particulars to purchaser through e-mail / fax at the time of dispatch of goods.

The dispatch documents shall consists of Invoice, Challan, Packing List, GR/LR, inspection/Test Certificate and any other document(s) as mentioned in the P.O. Copies of dispatch documents should reach GAIL well in advance failing which any demurrage/wharfage etc. incurred on account of late/ non-receipt of dispatch document/wrong dispatches of consignment will be recovered from supplier. In case of documents through Bank, it may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

19. It should be noted that if an order is placed on a higher bidder as a result of this tender, in preference to the lowest acceptable offer, in consideration of an earlier delivery, the 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 in terms of such order within the date of delivery specified in the tender and incorporated in the order. This is without prejudice to other rights under terms of order.

20. Limitation of Liability:

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

21. Repeat Order:

Purchaser reserves the right within six months of order to place repeat order up to 50% of ordered quantity.

22. Termination of Contract:

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 part –

- a) If the Seller fails to deliver any or all of the goods within the time period/(s) specified in 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

In the event the Purchaser terminates the contract in whole or part, 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.

In case of termination of contract herein set forth 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 of tender not 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 a period of three years from the date of termination by GAIL (India) Ltd. to such vendor.

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.

23. Force Majeure :

Shall mean and be limited to the following –

(a) War / Hostilities (b) Riot or Civil Commotion (c) Earthquake, flood, tempest, lighting or other natural disasters (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/Consultant 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 20 above 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 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 conditions, 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.

24. Resolution of Disputes / 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/Officer-in-Charge (OIC) of GAIL (India) Ltd. whose award shall be final & binding on both the parties.

The contract shall deem to have been entered at GAIL (India) Ltd, GAIL Complex, Vijaipur – 473 112. Distt. : Guna (M.P.) and all suits in respect of this contract shall be under the jurisdiction of the court in New Delhi.

25. Seller shall protect and fully indemnify GAIL from any claim from infringement of patents, copyright, trademark and the like. In case of any claim in this regard, Seller shall be solely responsible for any consequences/damages.
26. Subsequent to receipt of bids, the information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to bidder or other person not officially concerned with such process. Any effort by bidder to influence GAIL processing of bid or award decisions may result in rejection of such bids.
27. 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 :
- i) 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.
 - ii) 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.

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