



गेल (इंडिया) लिमिटेड

(भारत सरकार का उपक्रम - महारत्न कंपनी)

GAIL (India) Limited

(A Government of India Undertaking - A Maharatna Company)

गेल भवन

जामनगर लोनी एल.पी.जी. पाइपलाइन मुख्यालय,
सेक्टर-6, विद्याधर नगर, जयपुर-302039

GAIL BHAWAN

JAMNAGAR LONI LPG PIPELINE HQ,

SECTOR-6, VIDHYADHAR NAGAR, JAIPUR-302039

फोन/PHONE : 0141-2230347, 2230617, 2230698

फैक्स/FAX : 0141-2230374

LETTER OF ACCEPTANCE

To

S M CREATIVE ELECTRONICS
LIMITED.,

38, HARTRON COMPLEX,
ELECTRONIC CITY, SECTOR- 18,
TYPE-A, UDYOG VIHAR, PHASE-IV
GURGAON-122015

Haryana ,India

Tele No : 0124-2455203-...

Fax no.: 0124-2346465

Vendor Code : 101026762

Kind Attn :-

LOA No. : GAIL/JPR22SK028/5800004650/097

Dated : 12.07.2022

RFQ No. & Date: 3400009934 Dt. 12.07.2022

Your offer/Qtn.No.: Q-179

Qtn. Dt. : 04.07.2022

Email : ravinder.kumar@bsmcindia.com

E-Tender No. : NIL

Vendor Type : OTHERS (Non-MSE)

**Sub :SUPPLY AND INSTALLATION OF AC-DC POWER SUPPLY SYSTEM FOR TELECOM
INFRASTRUCTURE AND REPLACEMENT OF BATTERY BANK AT GAIL BHAWAN JAIPUR (UNDER
BUY-BACK BASIS)**

Contract Value : The estimated contract value including all taxes and duties under this contract works out to
INR 384,161.60

(RUPEES THREE LAC EIGHTY-FOUR THOUSAND ONE HUNDRED SIXTY-ONE & PAISE SIXTY ONLY
)

SCOPE OF WORK:-

PRICE BASIS:

FOT SITE AT GAIL JAIPUR

Order Value appearing in this LOA does not account for the discount towards buy-back.

(i) Net Order Value on F.O.T. Site Basis after considering the buy-back (as is where is basis) shall be as follows:

- a) Supply of Materials value of Rs. 355,841.60
- c) Buy-back Discount = Rs. 23,680.00(01 LOT)
- d) including IGST@28% on buy back items
- e) Installation& Commissioning charge of Rs.28,320.00 including IGST @18%

Total release payment against Purchase Order of Rs.(a+ e-c)= Rs.360,481.60



निगमित कार्यालय : 16, भीकाजी कामा प्लेस, आर.के. पुरम, नई दिल्ली - 110066

दूरभाष : +91 11 26182955 फैक्स : +91 11 26185941

Corp. Office : 16, Bhikaiji Cama Place, R.K. Puram, New Delhi - 110066

Phone : +91 11 26182955 Fax : +91 11 26185941

सीआईएन/CIN

L40200DL1984G01018976

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Order Value appearing in this LOA does not account for the discount towards buy-back.

Also, above order value is subject to PRS Clause & date of LR shall be considered as date of delivery for calculating PRS.

Sale invoice towards buy-back shall be provided by GAIL at the time of removal of buy-back material.

(ii) Order Prices shall remain firm & fixed till the complete execution of order without any escalation whatsoever except statutory variation in GST etc. within the Contractual Delivery Period.

(iii) Statutory variation in GST within the contractual delivery period shall be reimbursed by GAIL at actuals.

(iv) The above price is exclusive of Transit Insurance & the same shall be arranged & borne by GAIL.

ALL THE OTHER TERMS AND CONDITIONS SHALL BE AS PER AGREED TERMS & CONDITION OF RFQ/TENDER DOCUMENTS, WHICH SHALL FORM THE PART OF THIS PO.

SCHEDULE OF RATES (SOR) :-

AHR DETAILS:

SOR ITEMS NO -40 IS AHR CATEGORY

DELIVERY/COMPLETION SCHEDULE:

Completion Period:

Supply of equipment(s) under SOR shall complete within 10 (Ten) weeks from the date of Fax of Acceptance(FOA) 12.07.2022 i.e. 20.09.2022

INSTALLATION & COMMISSIONING

Installation, system configuration, commissioning shall be completed within 03 (Three) months from the date of Fax of Acceptance(FOA).12.07.2022 i.e. 10.10.2022

The date of LR/GR shall be considered as the date of delivery, i.e. when evidence that the goods have been loaded on the carrier and negotiable copy of the Goods Receipt (GR) obtained.

Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawing by Purchaser. In the event of delay in delivery, beyond contractual delivery date (CDD), Price Reduction Schedule / Liquidated Damages as stipulated in this bidding document shall apply.

PERFORMANCE BANK GUARANTEE:

NOT APPLICABLE

CONTRACT AGREEMENT:

NOT APPLICABLE

TERMS OF PAYMENT:



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100% payment shall be released after successful supply, installation; commissioning and trial run of Rectifier and Battery Bank System. Invoice submitted by the contractor shall be made against the Supply and Installation done by the contractor after completion of work duly accepted and certified by the Engineer-In-Charge. The payment shall be released within 15 days of submission of duly completed bill. The payment will be made from GAIL, Jaipur office through E-payment only. For the same, contractor should have account in bank, where e-banking facility is available.

PAYING AUTHORITY:

HoD (F&A)
GAIL (India) Limited
LPG DESPATCH TERMINAL,
INSIDE RIL, RRTF AREA,
P.O. DIGVIJAYGRAM,
VILLAGE MOTIKHAVDI
DISTRICT JAMNAGAR (GUJARAT) 361140
Ph.: 0288-6611434/35/3
GSTIN - 24AAACG1209J1Z2

PAN PARTICULARS:

GAIL (India) Ltd PAN No. AAACG1209J

"As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction. Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement".

GSTN Details :

Please note that our state/plant wise GSTN details as below for invoicing and other purpose.

LPG Tr - JLPL (HO -Jaipur) (3810) 08AAACG1209J2ZV

YOUR BANK DETAILS :

Please note that details of your bank account in our system are as under. You are requested to verify the same and intimate discrepancies, if any

03714010000240

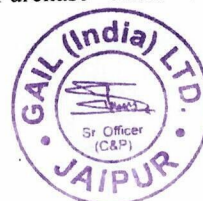
ADDITIONAL BANK DETAILS :

-

PRICE REDUCTION SCHEDULE:

APPLICABLE AS PER GCC CLASUE NO 04

In case of delay in delivery of equipment/materials or delay in completion, total Contract Price / Purchase Order Value shall be reduced by ½% (half percent) of the total Purchase Order Value per complete week of



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delay or part thereof [which is genuine pre-estimate of the loss/damage agreed between the Supplier 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 Purchase Order Value. In case of such delays, the invoice value shall be reduced proportionately before release of payment. In case the invoice value is not reduced proportionately for the delay, the Purchaser may deduct the amount so payable by Supplier from any amount falling due to the Supplier or by recovery against performance guarantee. Decision of the Purchaser in the matter shall be final and binding on the Supplier. The Purchase Order Value referred in this PRS clause is the FOT Dispatch point value including value of incidental Services (i.e. excluding GST and Freight/Inland Transportation).

Delivery shall be deemed to have been made:

- In case of FOT dispatch point Purchase Order, on evidence that the goods have been loaded on the carrier. The date of LR/GR shall be considered as the date of delivery.
- In case of FOT site Purchase Order, date of receipt of Goods by Purchaser at the designated site(s) shall be considered as the date of delivery.

In a supply Contract, if a portion of supply completed in all respect within the contractual delivery period and which can be used for commercial operation, the PRS shall be applicable only on remaining supplies which are completed beyond the contractual delivery period, @ 1/2 % (half percent) of the delayed delivery value maximum upto 5% (five percent) of the total Purchase Order Value.

Decision of the Purchaser in the matter of usage for commercial operation shall be final and binding.

In case of Annual Rate Contract (ARC), the PRS shall be applicable on the value of Release Order /Individual Order(s) and not on the value of ARC. The Purchase Order Value is subject to Price Reduction Schedule clause

PRS is the reduction in the consideration / Purchase Contract Value on account of delays in delivery and in such case Supplier should submit invoice for reduced value as per PRS clause. If Supplier has raised the invoice for full value, then Supplier should issue Credit Note towards the applicable PRS amount with applicable taxes, failing which GAIL will release the payment after giving effect of the PRS clause with corresponding reduction of taxes charged on Supplier's invoice.

In case any financial implication arises on GAIL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of Supplier. GAIL shall be entitled to deduct / setoff / recover such implication(s) together with penalties and interest, if any, against any amounts payable by GAIL to the Supplier under this Purchase Order or under any other contract or from forfeiture of Contract Performance Guarantee.

The Purchase Order shall be continued to be in force till the delivery of Goods or written Notice from Purchaser to Supplier for cancellation/termination of Purchase Order.

DEFECT LIABILITY PERIOD:

APPLICABLE AS PER RFQ/SCC

CONTRACT DOCUMENT:

-

FOA REF./REGULARIZATION:

-

ENGINEER-IN-CHARGE:

SHRI VIVEK KUMAR,
SR. MANAGER(GAIL/TEL),
GAIL (India), LIMITED,



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JAIPUR

MOBILE NO 8800093927

E-MAIL ID:-vivek.kumar@gail.co.in

OTHER CONTRACTUAL STIPULATIONS:

1.0 The Supply of material with all the required documents, certificates & accessories shall be made strictly in accordance with the terms and conditions set out below, offered technical specifications and other documents mentioned in the enclosures, which forms an integral part of this purchase order. No variation of any nature shall be permitted to these conditions except with Purchaser's prior consent in writing:

2.0 Total Purchase Order Value of Rs.384,161.60 is inclusive of GST@18%%28%

2.1 Our GSTIN for Gail , Rajasthan is 08AAACG1209J2ZV.

2.2 Only statutory variations in taxes/duties, within contractual delivery period shall be to Owner's account.

2.3 In case of delay in delivery on account of Seller, any new or additional taxes and duties imposed after the contractual delivery, then the same shall be to Seller's account.

2.4 Any other charge involved in successful execution of this PO is in the suppliers scope.

3.0 REPEAT ORDER: (As Per GPC)

4.0 GENERAL PURCHASE CONDITION- GPC:

As enclosed in RFQ, GCC shall be fully applicable .

5.0 TRANSIT INSURANCE: To GAIL's account.

Immediately after dispatch, you are required to send a copy of complete despatch documents (along with reference of Purchase Order No.) to M/s. NATIONAL INSURANCE COMPANY LIMITED DELHI
Policy No. : 340100212210000047 dated 01.04.2022

(Valid up to Midnight 31.03.2023)

CONTACT PERSON : SHRI KAMAL GUPTA

MOBILE NO :- Mobile: 9643009557# and 9717122033 (WhatsApp no.)#

E-mail:-kamal.gupta@nic.co.in

- A copy of the above dispatch intimation regarding transit insurance shall also be sent to the consignee address.

6. Road Permit : if Applicable , please raise e way bill by visiting website <http://ewaybill.nic.in> by providing below details:-

PART -A

A.1 GSTIN OF RECIPIENT

A.2 PLACE OF DELIVERY

A.3 INVOICE OR CHALLAN NUMBER

A.4 VALUE OF GOODS

A.5 HSN CODE

A.6 REASON FOR TRANSPORTATION

A.7 TRANSPORT DOCUMENT NUMBER

PART - B

B. VEHICLE NUMBER



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NOTES :-

1. HSN Code in Column A.6 shall be indicated at minimum two digit level for taxpayers having annual turnover upto Five crore rupees in the preceding financial year and at four digit level for tax payers having annual turnover above five crore rupees in the preceding financial year.
2. Transport Document number indicates Goods Receipt Number or Railway Receipt Number or Airway Bill Number or Bill of Lading Number.
3. Place of delivery shall indicate the PIN code of place of delivery.
4. Reason for Transportation shall be chosen from one of the following:

Code Description

1. Supply
2. Export or Import
3. Job Work
4. SICD OR CKD
5. RECIPIENT NOT KNOWN
6. LINE SALES
7. SALES RETURN
8. EXHIBITION OR FAIRES
9. FOR OWN USE
10. OTHERS

Taxes chargeable on this account, if any, shall be borne by you.

7.0 POST ORDER CORRESPONDANCE:

All post order correspondence should be addressed to:

HoD (C&P)
GAIL (India) Limited
GAIL Bhawan
Sector-6, Vidhyadhar Nagar
Jaipur - 302023 (Rajasthan)

8.0 PACKING: In standard packing with proper sealing to avoid DAMAGE/ PILFERAGE /MALPRACTICE.

9.0 Please submit test certificates, catalogue & guarantee/warranty certificates alongwith the documents, drawings etc. wherever applicable.

10.0 Other terms & conditions will be as per RFQ No. GAIL/C&P/028/2021-22 DATED 13.06.2022

11.0 GAIL (India) Limited, reserved the right to terminate full or part

ACKNOWLEDGEMENT OF ORDER:

Please return 02 set of LOA duly signed, sealed and accepted acknowledgement of offer.

WARRANTIES/GUARANTEES:

AS PER RFQ

EXTENDED STAY COMPENSATION:



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TERMS OF DELIVERY:

CONSIGNEE ADDRESS:

GAIL (India) Limited,
GAIL Bhawan
Sector -6, Vidhyadhar Nagar,
Jaipur -302039
Tel. No. : 0141-2230347 / 617 / 698
GSTIN # 08AAACG1209J2ZV

DESPATCH DETAILS:

INDIAN AGENT & IAC:

REPEAT ORDER:

INSURANCE:

GAIL SCOPE

INSPECTION:

DETAILED DESC./DRG./SAMPLE ETC:

GENERAL CONDITIONS OF CONTRACT:

AS PER RFQ

SPECIAL CONDITIONS OF CONTRACT:

AS PER RFQ

POST ORDER CORRESPONDENCE:

SHRI VIVEK KUMAR,
SR. MANAGER(GAIL/TEL),
GAIL (India), LIMITED,
JAIPUR

ENCLOSURES:

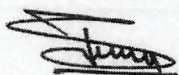


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LOA No. : GAIL/JPR22SK028/5800004650/097
Date : 12.07.2022

This order is being issued in triplicate. Two copies of the order duly signed, stamped and dated on each page, may be returned within 3 days from date of receipt of the order to the undersigned..

For & on behalf of
GAIL (India) Ltd.



शिव कुमार/Shiv Kumar
(Authorized Signatory)
NAME : Officer Contracts & Procurement
DESIGNATION : GAIL (India) Limited
Sector-6
Vidhyadhar Nagar, JAIPUR-302039

SELLER' ACCEPTANCE :

PLACE:
DATE :

SIGNATURE :
NAME :
DESIGNATION :
SEAL :

NOTE: Each page of this order including its annexure should be signed and stamped by the seller before returning to GAIL(India) LTD.

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LOA No. : GAIL/JPR22SK028/5800004650/097
Date : 12.07.2022

SCHEDULE OF RATES

SUPPLY OF SERVICES

ITEM 00020 Installation and Commissioning AC to DC
Plant : 3810 - LPG Tr - JLPL (HO -Jaipur)- Rajasthan (RJ)

S.No.	Short Description	Qty.	UOM	Unit Basic Price(INR)	Amount	AHR *
10	Installation and Commissioning AC-DC	1	LS	6,000.00	6,000.00	

Work Order Item 00020 Basic Item Value : INR 6,000.00
(RUPEES SIX THOUSAND ONLY)
18 % IGST - Cenvatable (IX)
Total item value including taxes & duties considering reverse charge : INR 7,080.00
Total item value including taxes & duties : INR 7,080.00

ITEM 00040 Installation and Commissioning Battery
Plant : 3810 - LPG Tr - JLPL (HO -Jaipur)- Rajasthan (RJ)

S.No.	Short Description	Qty.	UOM	Unit Basic Price(INR)	Amount	AHR *
10	Installation & Commissioning Battery Bank	1	LS	18,000.00	18,000.00	YY

Work Order Item 00040 Basic Item Value : INR 18,000.00
(RUPEES EIGHTEEN THOUSAND ONLY)
18 % IGST - Cenvatable (IX)
Total item value including taxes & duties considering reverse charge : INR 21,240.00
Total item value including taxes & duties : INR 21,240.00

Total Work Order value excluding duties & taxes considering : INR 24,000.00
(RUPEES TWENTY-FOUR THOUSAND ONLY)

Total Work Order value including duties & taxes considering reverse charges : INR 28,320.00
(RUPEES TWENTY-EIGHT THOUSAND THREE HUNDRED TWENTY ONLY)

Total Work Order value including duties & taxes : INR 28,320.00
(RUPEES TWENTY-EIGHT THOUSAND THREE HUNDRED TWENTY ONLY)

* Service items if any marked YY under " AHR* " column are Abnormally High Rated (AHR) items. In case any service item is marked #Y or Y# same shall also be treated as AHR unless confirmed non-AHR in the purchase order itself or through PO amendment by the dealing officer.

SUPPLY OF MATERIALS

Sl. No	Mat.Code	Description	UOM	QTY	Unit Basic Price(INR)	Amount
10	7195459761	AC TO DC CONVERTER	EA	1	129,520.00	129,520.00



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AC TO DC (230/48V) CONVERTER 1000W						
With 2 Nos of AC to DC (220/230VAC to -48VDC) 1000 Watt/21 Amps Rectifier Module(s), 19" Rack Mountable Cabinet cum shelf with two Rectifier housing capacity with Controller and MCB Interfaces & One Spare Rectifier Module (220/230 VAC to -48V DC) 1000 Watt/21 Amps						
30	7108850081	BATTERY BANK,VRLA,200 AH,48V BACKP	SET	1	158,600.00	158,600.00
BATTERY BANK OF 200 AH # TYPE VRLA TO PROVIDE 48V BACKP# FOR TELECOM SYSTEM# Battery Bank of 48 V 200 AH (24 Nos 2V 200 AH VLRA) (Preferred Make Exide/Amara Raja/HBL) with Cable (Power/Battery DC Cable) and Accessories With Buyback of the old 24 Nos 2V/300 Ah VRLA SMF Batteries (AMARA RAJA Make)						

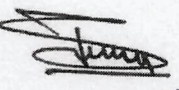
Tax details for each item(s) - 28 % IGST - Cenvatable (IW)
Applicable on items : 30

Tax details for each item(s) - 18 % IGST - Cenvatable (IX)
Applicable on items : 10,20,40

Total Order Value for Supply of Materials Excluding Taxes & Duties : INR 288,120.00
RUPEES TWO LAC EIGHTY-EIGHT THOUSAND ONE HUNDRED TWENTY ONLY
Total Order Value for Supply of Materials Including Taxes & Duties : INR 355,841.60
RUPEES THREE LAC FIFTY-FIVE THOUSAND EIGHT HUNDRED FORTY-ONE & PAISE SIXTY ONLY

Total Estimated Contract Value Excluding Taxes & Duties : INR 312,120.00
RUPEES THREE LAC TWELVE THOUSAND ONE HUNDRED TWENTY ONLY
Total Estimated Contract Value Including Taxes & Duties : INR 384,161.60
RUPEES THREE LAC EIGHTY-FOUR THOUSAND ONE HUNDRED SIXTY-ONE & PAISE SIXTY ONLY

For & on behalf of
GAIL (India) Ltd.


शिव कुमार/Shiv Kumar
(Authorized Signatory)
Sr. Engineer (Contracts & Procurement)
GAIL (India) Limited
Bhawan Sector-6
Vidhyadhar Nagar, JAIPUR-302039

Name :
Designation :

Signature Not Verified

Digitally signed by Shiv Kumar
Date: 2022.07.19 16:09 IST
Location: eProcurement System for Central PSUs