



Tender must be submitted within above stipulated date and time indicating rate as per the tender forms. The tender must be valid for 120 days from the final date of Tender closing. Tender through Telex/Fax/Telegram will not be acceptable. GAIL assumes no responsibility for delay, loss or non-receipt of tender document sent by post.

**PART-I : UNPRICED BID (TECHNO-COMMERCIAL BID)**

The Un-priced bid must be complete with all **technical and commercial details** other than rate (i.e. identical to Part-II with **rates blanked out**) but along-with **documentary evidences sought towards BEC** under this tender document along with **required EMD**.

**PART-II - PRICED BID :**

It should contain only the **Price Schedule with rates filled in** and **no terms & conditions** should be put in priced bid.

The **two envelopes** containing **Part-I & Part-II** of the bid separately should be enclosed in **a larger envelope** duly sealed and super-scribed with tender no., due date and item prominently along-with address of this office and sender's name and address.

Bids complete in all respect must reach this office not later than 1500 hrs on the notified date of closing of the tender. Bids sent by hand delivery should be put in the tender box at this office not later than 1500 hrs on the specified date. All out-station bids, if sent by post, should be sent under registered cover. Bids received by fax/e-mail will not be considered. Any change in bid after opening of the tender will not be considered.

**Bid Evaluation Criteria (BEC) for this tender will be as under:**

"Bidders must be a Manufacturer or an authorized Dealer / Distributor of **MASS FLOW METER**.

Bidder is required to submit attested / notarized copy of registration certificate / ISO Certificate / NSIC / SSIC / etc. clearly mentioning as a Manufacturer (or) valid Dealership / Distributorship certificate (for dealers / distributors) issued by manufacturer, towards above criteria.

**(OR)**

The bidder must have executed at least one single order for supply of **MASS FLOW METER** valuing not less than Rs.4,80,000 /- in any of the preceding 05 (Five) years ending as on the last date of bid submission.

Bidders are required to submit attested / notarized copy(ies) of Purchase Orders along with its proof of execution i.e. execution certificate / proof of payment / inspection note/ test certificate etc. issued by end user clearly establishing correlation with the purchase order, towards meeting above criteria.

Attestation must be done by Gazetted Officer/ Notary/Officer of PSE (not Self Attested).

Any change in bid after opening of the tender will not be considered. Bids received by fax/e-mail/telex shall not be considered.

**Page: 3**

GAIL will not be responsible for the loss of Tender form or for delay in postal transit. Bidders are advised in their own interest to ensure that their bids reach this office well before the closing date and time of the tender as the bids received after the closing date and time of the tender will not be considered. Please confirm that you have received the tender document and will be quoting for the tender items/jobs. In case you are not quoting for the same, please return complete set of tender documents.

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

Thanking You,

Yours faithfully,  
for GAIL (India) Limited

(TNM RAO)  
DY. MANAGER (C&P)

E-Mail : [tnmrao@gail.co.in](mailto:tnmrao@gail.co.in)  
Fax : 05683-282446

Enclosures : One Set of Tender Document  
Section-I : Rejection Criteria (Commercial)  
Section-II : Instruction to Bidder (ITB)  
Section-III : Agreed Terms & Conditions  
Section-IV : Price Schedule/Schedule of Rates  
Section-V : Technical Specifications  
Section-VI : General Conditions of Contract (Goods)  
Format for Bid Security Form  
Format for CPBG and Format for E-banking details

**Note: Please visit our website 'gailonline.com' under 'TENDERS' for any updates/corrigendums/addendums w.r.t. this tender. You can also get information about other tenders invited by GAIL on this website.**

CUT-OUT SLIP

DO NOT OPEN-THIS IS A QUOTATION

ITEM : SUPPLY OF MASS FLOW METERS AT GAIL PATA  
BID DOCUMENT NO. : GAIL/PATA/C&P/PR 20022348/NM  
DUE DATE & TIME : 26.05.2009 UP TO 1500 HRS.  
OF SUBMISSION OF BID

FROM

TO

Name : **Central Receipt Section**  
Address: **Security Main Gate**  
**GAIL (India) Limited**  
**P.O. Pata, Dist. Auraiya (U.P.)**  
**Pin - 206241 (INDIA)**

(To be pasted on the envelope)

**FORMAT FOR REGRET LETTER TO BE SUBMITTED ON THE LETTER HEAD OF THE BIDDER**  
**(IN CASE THE BIDDER IS NOT SUBMITTING HIS OFFER)**

REF. NO.: .....

Dated:.....

To,

M/s GAIL (I) Limited,  
P.O. Pata,  
District: Auraiya  
U.P. – 206241

SUB : REGRET LETTER

REF. : YOUR TENDER NO. GAIL/PATA/C&P/PR 20022348/NM FOR SUPPLY OF MASS  
FLOW METERS AT GAIL PATA

Dear Sir,

With reference to subject tender, we are unable to quote due to the reason mentioned below. We are returning the total tender document to you.

- The item/service does not fall in our product/servicing range
- We do not meet BEC (Bid Evaluation Criteria) as specified in tender
- We cannot meet the technical specifications as specified in tender
- There is an order overbooking
- Any other reason (please specify)
- We need some more time for submission of offer and hence request for extension of bid submission date

Yours faithfully,  
for .....(Name of Bidder)

**(Bidder's signature with company seal)**

**REJECTION CRITERIA (COMMERCIAL)**

- a) Non-Submission of EMD
- b) Non-acceptance of condition regarding submission of SD-cum-CPBG for 10% of Contract/Order value, to be submitted within 3 weeks of award of order
- c) Deviation to Delivery Period
- d) Deviation to PRS (Price reduction schedule) clause
- e) Price Bid not filled-up strictly as per GAIL's PRICE SCHEDULE FORMAT
- f) Non-submission of firm prices
- g) Non-Acceptance of Part Order ( Irrespective of Value)
- h) Bid validity less than 4 months (reckoned from date of opening of technical bid)
- i) Any modification in the bids submitted by the bidder after the opening of bids, unless such modification is solicited in writing by GAIL)

**INSTRUCTIONS NOTE TO BIDDERS (ITB)**

1. The 'TECHNICAL SPECIFICATION' OF MASS FLOW METER (Section V – ANNEXURE-2) enclosed with tender document must be filled-up in all respects duly signed (and sealed) and submitted with the bid. Bids with incomplete / blank specification sheet shall be treated as non-responsive bid and liable for rejection. Bidder shall also provide the complete catalogue of offered product.
2. Bidders to submit their rates strictly as per the 'PRICE SCHEDULE/SCHEDULE OF RATES' (SECTION IV) enclosed with the enquiry. Rates submitted in any other format will be rejected.
3. Discount/Rebate: No separate discount/rebate shall be indicated anywhere in the tender document. Any discount/rebate offered by the bidders shall be **included in the quoted rates itself**, in the Price Schedule Format, enclosed with tender document. Discount, if any, indicated in the offer, will not be considered while evaluating the tender. However, if the tenderer happens to be the lowest evaluated tenderer without considering such discount, then the benefit of discount will be availed at the time of award of order.
4. Bidders are advised to send their quotation in a **properly sealed** envelope. The envelope should be clearly superscribed with the words "THIS IS A QUOTATION – DO NOT OPEN" alongwith the Tender/RFQ/Enquiry No. and the DUE DATE OF OPENING.
5. Bidders who are desirous of being present during the tender opening, may come in person or send their authorized representatives (with authorization letter signed by authorized signatory) on the due date and time of opening.
6. Please note that this RFQ is on **ZERO DEVIATION** basis. GAIL will accept offers based on terms and conditions of RFQ only. Prior to detailed evaluation and pursuant to bid evaluation and rejection criteria, GAIL will determine the substantial responsiveness of each bid to the RFQ/Tender Document. For this purpose, a substantially responsive bid is one which conforms to all terms and conditions of the bidding documents without deviations or reservations. GAIL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non-responsive will be rejected by GAIL and may not subsequently be made responsive by bidder by correction of the Non-conformity through queries/clarifications or any other means.

Technical and commercial queries (TQ/CQ) if required shall be issued to only those bidders whose bids are prima facie responsive, for seeking clarifications only. The request for such clarifications and the response shall be in writing and no change in the price or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to Price, Delivery/completion, scope, specifications, etc. Thus, the bidder will not be permitted to submit new documents, new information, withdrawal of deviations, etc. which modifies the original submission. Therefore, bidders in their own interest are requested not to take any deviations to RFQ/tender conditions and also submit all documents as asked for in the tender.

**7. Release of Payments by GAIL through e-payment Mode:**

With a view to ensure faster payments to all our vendors/contractors, all payments (including refund of EMD/Security Deposits) will be released by GAIL through e-payment mode. To avail this facility, you are requested to send enclosed Annexures duly filled-up along with a cancelled cheque, failing which it would not be possible for GAIL to release payment(s). PLEASE NOTE THAT FORMATS GIVING THE DETAILS OF BANK ACCOUNTS MUST BE ENDORSED BY THE CONCERNED BANK WITH BANK'S SEAL AND SIGNATURE.

## 8. Bid Evaluation and Comparison Criteria:

The evaluation of all the responsive bids for supplies shall be made as under to arrive at the lowest evaluated offer (on item wise basis).

1. Ex-works price quoted by the bidder
2. + Packing & Forwarding (if any)
3. + Excise Duty, Educational cess (if any)
4. + Sales tax with (against form C) or without concessional Form / VAT
5. + Transportation charges from vendors site
6. + Commercial/Technical loading, (if any)

Bidders are required to provide cenvat invoice (to the extent possible) to enable GAIL to avail cenvat benefit any)

## 9. Submission of Bid:

Bids should be submitted in sealed envelop, duly super-scribing enquiry no. & bid opening date. Bids complete in all respect must reach this office not later than 1500 hrs on the notified date of closing of the tender and must should be sent through fast & reliable courier service or in person so as to reach office of

Central Receipt Section

Security Main Gate  
GAIL (India) Limited  
P.O. - Pata, District - Auraiya (U.P.)  
Pin – 206 241

Bids sent by hand delivery should be put in the tender box at this office not later than 1500 hrs on the specified date.

Bidders are advised in their own interest to ensure that their bids reach this office well before the closing date and time of the tender as the bids received after the closing date and time of the tender will not be considered. The Bidder is required to submit the bid along with their covering letter under letter head disclosing the name and designation of authorized person signing the bid, complete postal address of firm / company, telephone no., fax no., e-mail etc.

**Please confirm that you have received the tender document and will be quoting for the tender items/jobs as per exhibit 'A'. In case you are not quoting for the same, please return complete set of tender documents along with reason for not quoting.**

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

In case vendor is an SSI unit, kindly furnish valid copy of NSIC registration certificate along with offer. If desired, you may depute your authorized representative along with authorization letter to attend tender opening on due date.

## 10. Validity of Bid:

Bids should be valid for minimum four months (120 days) from the final date of bid closing.

## 11. Bid Evaluation Criteria (BEC):

Any bidder, who meets the following Bid Evaluation Criteria (BEC) criteria, may submit their bid which is mentioned as under:

"Bidders must be a Manufacturer or an authorized Dealer / Distributor of **MASS FLOW METER**.

Bidder is required to submit attested / notarized copy of registration certificate / ISO Certificate / NSIC / SSIC / etc. clearly mentioning as a Manufacturer (or) valid Dealership / Distributorship certificate (for dealers / distributors) issued by manufacturer, towards above criteria.

**(OR)**

The bidder must have executed at least one single order for supply of **MASS FLOW METER** valuing not less than Rs.4,80,000 /- in any of the preceding 05 (Five) years ending as on the last date of bid submission.

Bidders are required to submit attested / notarized copy(ies) of Purchase Orders along with its proof of execution i.e. execution certificate / proof of payment / inspection note/ test certificate etc. issued by end user clearly establishing correlation with the purchase order, towards meeting above criteria.

Attestation must be done by Gazetted Officer/ Notary/Officer of PSE (not Self Attested).

Any bidder who meet the above Bid Evaluation Criteria (BEC) and wishes to quote against this tender may download the bidding document from GAIL's website ([www.gailonline.com](http://www.gailonline.com)) and submit the Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission an undertaking on their letter head that "the contents of the Bidding Document have not been altered or modified".

Offer(s) received from short listed bidders to whom enquiry is already issued as well as through web site who meet the BEC criteria and found responsive (i.e. the bidders who have quoted exactly as per our requirement and terms and conditions including compliance to rejection criteria), shall be taken into consideration for evaluation & award.

## **12. REJECTION CRITERIA:**

Please note that this is a **zero deviation** tender. Bidders are advised to strictly confirm compliance to tender conditions and not to stipulate any deviation / conditions in their offer. Further, please also note that any bid with deviation / stipulations / modification to the following terms and conditions of the tender document shall be considered non-responsive and shall be summarily rejected:

- i. Non-Submission of EMD
- ii. Non-acceptance of condition regarding submission of SD-cum-CPBG for 10% of Contract/Order value, to be submitted within 3 weeks of award of order
- iii. Deviation to Delivery Period
- iv. Deviation to PRS (Price reduction schedule) clause
- v. Price Bid not filled-up strictly as per GAIL's PRICE SCHEDULE FORMAT
- vi. Non-submission of firm prices
- vii. Non-Acceptance of Part Order ( Irrespective of Value)
- viii. Bid validity less than 4 months (reckoned from date of opening of technical bid)
- ix. Any modification in the bids submitted by the bidder after the opening of bids, unless such modification is solicited in writing by GAIL)

Subsequent to bid submission, GAIL may not seek any confirmations / clarifications/documents and any bid(s) not in line with tender conditions shall be liable for rejection. Therefore, Bidders are also requested to submit the documents / confirmations strictly as per tender conditions.

Any change in bid after due date of submission of tender will not be considered.

## **13. Price Basis:**

The bidder must quote their price in price schedule format (**Section IV**) on FOT Site at Pata basis, indicating all break-up of prices.

Bidders are requested to mention the amount of the freight separately and advised not to indicate as Extra at actual/ to pay basis.

**14. Delivery Period:**

The material shall be delivered within 20 weeks from the date of PO/FOI; any deviation to delivery period shall lead your bid for rejection.

**15. Terms of Delivery:**

Material shall be dispatched through any bank approved transporter preferably who are having Go-down at Dibiyapur (preferably thru' M/s. Kataria Carrier or M/s. TCI) on door delivery basis.

**16. Consignee Address:**

GAIL (India) Ltd., Pata, Distt. Auraiya (U.P) India, Pin code 206241.	Contact Person :	Sh. S.K. Gupta Sr. Manager (C&P)
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Ph : +91 05683-282356/283403-05      FAX: +91 05683 282446

**17. Terms of Payment:**

100% payments shall be made within 30 days after receipt and acceptance of material at our site through electronic mode (e banking) only to your bank account with SBI/ HDFC/ ICICI having e banking facility.

If the bidder has already submitted the bank detail for the payment purpose, they need not to submit above Annexure.

**18. Performance Bank Guarantee:**

If the order value (exclusive of taxes, duties and freight) becomes more than Rs. 1.0 Lakh, the seller shall submit security deposit/Performance bond for 10% of the basic order value excluding packing & forwarding but excluding taxes, duties & freight, immediately after receipt of order towards faithful performance of the contractual obligations, in the form of Bank Draft or Bank Guarantee.

Security Deposit/Performance Bond shall be submitted for entire order value. Performa of PBG shall be provided at the time of award.

**19. Earnest Money Deposit (EMD):**

The Earnest Money Deposit (EMD) for the amount of Rs. 16,000.00 (Rs. Sixteen Thousand only) shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of GAIL (India) Limited, payable at State Bank of India, Pata (Branch Code 1937), Auraiya (U.P.) along with the bid. Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee, in the format provided as Annexure-V (B), from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in the Performa attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head

**Bidders registered with NSIC are exempted from EMD, bidder shall submit attested copy of NSIC Certificate**

**20. Other Requirements:**

Catalogues of the offered items are to be submitted along with the offer. Test certificate will be required to be submitted along with the supply after placement of order.

**Note:**

Percentage of taxes, other extra charges should be mentioned clearly. Quotation envelope must display clearly "Quotation" with our tender ref. no. opening date and addressed to Chief Manager (C&P), GAIL (INDIA) LTD., PATA, DISTT. AURAIYA, PIN-206241

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**AGREED TERMS & CONDITIONS**

(Bidders must fill-up this Section in all respects and submit with un-priced bid)

SL NO.	DESCRIPTION	BIDDER' S CONFIRMATION (CONFIRMED/NOT CONFIRMED)
1.	No deviations taken to the Rejection Criteria (Commercial) as referred at Section I	
2.	Bidder is to confirm acceptance to Technical specification (Section-V Annexures) and submission of the same along with UNPRICED bid duly signed & stamped.	
3.	Confirm submission of attested / notarized copies of documents towards BEC requirement of the tender as mentioned in the Page 2 of RFQ. Please mention the ref. no. of documents submitted.	
4.	Confirm acceptance to 100% payment within 30 days after receipt of material at site.	
5.	Delivery period as per tender is acceptable	
6.	Whether Bidder will submit CENVAT invoice to enable GAIL to claim CENVAT benefit	
7.	Bidder confirms that all terms and conditions of GCC [General Conditions of Contract (Goods)] are acceptable to them. Further GCC has been signed on all pages and company seal affixed and submitted with bid.	
8.	Prices filled-up strictly as per PRICE SCHEDULE Format given at SECTION -IV and submitted in PRICED BID.	
9.	Bidder is aware that if any deviations are taken to tender terms and conditions, their bid is liable for Rejection	
10.	Acceptance of part order (Irrespective of Value)	
11.	Warranty/Guarantee terms of tender acceptable	
12.	Confirm quoted Prices will remain Firm till complete execution of order.	
13.	Submission of CPBG as per tender terms is acceptable.	
14.	Force Majeure clause, Arbitration Clause as per tender is acceptable.	
15.	Price Reduction Schedule (PRS) clause as per tender terms is acceptable.	
16.	Bid validity of 4 months from the date of opening of technical bid.	
17.	Confirmed that bidder has quoted the freight amount separately and not indicated as "extra at actual", "To Pay" etc.	
18.	Vendor confirms that in case of conflicting version of various terms & conditions at different places, Purchaser can choose any version.	

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

COMPANY'S SEAL \_\_\_\_\_

DATE \_\_\_\_\_

**PRICE SCHEDULE/SCHEDULE OF RATES**

**SECTION- IV**

NAME OF BIDDER \_\_\_\_\_

TENDER/ENQUIRY NO. \_\_\_\_\_

Sl. No.	Material Code	Item Description Motor Name & Tag No.	UOM (unit of measur e)	Qty	Basic Ex- Works Rate	P&F Charg es in % (if any)	Excise Duty in % including Educational cess, if applicable	Sales Tax % (against form C)	Freight upto Pata Site (as % of basic rate)	Rate on FOR Site basis (5+6+7+8 +9)	Total FOT Site Price (4x10)
1	2	3	3A		5	6	7	8	9	10	11
1.	8108111403	CORIOLIS TYPE MASS FLOW METER TAG NO GCU-DMDS-FF-01, INCLUDING SUPERVISION OF INSTALLATION & COMMISSIONING SERVICE : DMDS TO FURNACE – 1,2,4,5 IN GCU	EA	5							

**Notes:**

- (1) In case of discrepancy between unit price and the total price, the unit price shall prevail.
- (2) In case the price basis is not given on **FOT SITE** basis as per price schedule above, **OFFER IS LIABLE TO BE REJECTED**
- (3) Evaluation shall be done on total lowest evaluated L1 price.
- (4) In case freight charges upto Pata site is left blank/indicated as 'Extra at Actuals', then for the purpose of evaluation of such bids, the highest amount quoted against this head by other bidders will be loaded for evaluation purpose.
- (5) Bidders to note that the rate of ED indicated in the SOR will be considered for evaluation and if upon such loading the bidder is L-1, bidder will be bound to execute the order with the above rate of ED. Any increase in ED due to increase in turnover will not be admissible. However, statutory changes in excise duty rates by the Government of India (within the scheduled delivery period) will be paid as applicable at the time of dispatch.

PLACE: \_\_\_\_\_

DATE: \_\_\_\_\_

**(SIGNATURE OF BIDDER & COMPANY SEAL)**

**TECHNICAL**  
**SPECIFICATIONS**

SECTION-VI

GAIL (INDIA) LIMITED, PATA

GENERAL CONDITIONS OF CONTRACT (GOODS)

**FORMAT FOR BID SECURITY FORM**

Whereas ..... (hereinafter called "the Bidder") has submitted his bid dated for the supply of .....  
(hereinafter called "the Bid") KNOW ALL MEN these presents that WE .....  
..... of ..... having our registered office at ..... (hereinafter called "the BANK") are bound upto ..... (hereinafter called "the OWNER"). In the sum of ..... for which payment will and truly to be made to the said OWNER, the BANK binds itself, its successors and assigns by these presents. Sealed with the common seal of the said BANK this ..... day of ..... 200 ....

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 the OWNER during the period of bid validity:
  - a) fails or refuses to execute the contract form, if required of
  - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidder.

We undertake to pay the OWNER upto the above amount upon receipt of its first written demand, without the OWNER having to substantiate its demand, provided that in its demand the OWNER 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.

This guarantee will remain in force upto and including 2 months 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 of Witness :**

**Date :**

**Address of Witness :**

**CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE  
(PERFORMANCE SECURITY) - UNCONDITIONAL**

**(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

REF.

Bank Guarantee No.:

Date:

To

GAIL (INDIA) LIMITED  
P.O.:PATA, DISTT. AURAIYA  
(U.P.) 206 041  
INDIA

Dear Sirs,

In consideration of the GAIL (India) Limited, New Delhi (India) (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s \_\_\_\_\_ having principal office at \_\_\_\_\_ (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply by issue of OWNER/PURCHASER's Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been accepted by the Seller resulting into CONTRACT for supplies of materials/equipments as per above referred Purchase Order having a total value of \_\_\_\_\_ for the complete supply of materials/equipments and the SELLERS having agreed to provide a Contract Performance and warranty guarantee for faithful performance of the aforementioned Contract and warrantee quality \_\_\_\_\_ to Owner/Purchaser.

We (bank) \_\_\_\_\_ having Head Office at (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER/PURCHASER on demand any and all moneys payable by the Seller to the extent of 10% (ten percent) of the Contract Prices as aforesaid at any time upto \_\_\_\_\_ without a reference to the SELLER. Any such demand made by OWNER/PURCHASER on bank shall be inclusive and binding notwithstanding any difference between OWNER/PURCHASE and SELLER discharges this guarantee. OWNER/PURCHASER and SELLER or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by SELLER of the afore mentioned CONTRACT, OWNER/PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between OWNER/PURCHASER and SELLER or any other course of or remedy or security available to OWNER/PURCHASER. The

BANK shall not be released of its obligations under these presents by any exercise by OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER/PURCHASER or any other indulgence shown by OWNER/PURCHASER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect or relieving the BANK. The BANK also agrees that OWNER/PURCHASER at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against SELLER and notwithstanding any security or other guarantee that OWNER/PURCHASER may have in relation to the SELLER'S liabilities.

Notwithstanding anything contained herein above our liability under this Guarantees restricted to AND it shall remain in force upto and including \_\_\_\_\_ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this Guarantee has been given.

The Bank Guarantee's payment of an amount is payable on demand and in any case within 24 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 24% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Delhi Courts.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the seller up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the seller to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid upto the \_\_\_\_\_ day of \_\_\_\_\_ 200\_.

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated \_\_\_\_\_ accorded to him by the bank.

Dated        The \_\_\_\_\_ day of \_\_\_\_\_ 2006.

WITNESS:

(SIGNATURE)  
NAME

(NAME)  
(OFFICIAL SEAL)

(SIGNATURE)  
NAME  
BANK RUBBER STAMP

Designation with bank stamp  
Plus Attorney as per Power  
Of Attorney/Resolution Board of  
Directors

Date:

**Sub: Release of Payments by GAIL through e-payment Mode**

Dear Sirs,

You are requested to furnish the details of your bank accounts in any one of the following banks - **(1) State Bank of India (2) ICICI Bank (3) HDFC Bank** in prescribed formats so that payment against orders/contracts including EMD/ Security Deposit can be released by e-payment mode.

In case, you do not have an account in any of the above Banks, you are requested to furnish the particulars of your Bank as per details attached in **Annexure-X**. You are also requested to attach one cancelled cheque along with above format. This is required to enable us to release your payment electronically.

Please note that any pending payment(s) against order(s)/contract(s) awarded to you including refund of EMD/Security Deposit against any present as well as future orders/contracts/tenders will be released through the Electronic mode only.

It must be ensured that all invoices raised henceforth against present as well as future works/contracts will mention the **Name of the Bank & Bank Account No.** to which payments are to be made thru' e-banking (these details should be same as given in the **Annexure-X** enclosed).

Encl.: Annexure-X / Formats if bank accounts already exist in SBI/HDFC/ICICI banks

**PARTICULARS OF VENDOR REQUIRED FOR PURPOSE OF MAKING PAYMENT  
THROUGH E-BANKING (PLEASE ATTACH ONE CANCELLED CHEQUE)**

(1) Vendor/Customer Name: \_\_\_\_\_

(2) Complete Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(3) Bank's Name : \_\_\_\_\_

(4) Beneficiary A/c No. : \_\_\_\_\_

(5) Account Type : \_\_\_\_\_

(6) Branch Name : \_\_\_\_\_

(7) Bank Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(8) MICR Code : \_\_\_\_\_

(9) Branch Code : \_\_\_\_\_

**Authorized Signatory with Name & seal of Bank**

**FORMAT APPLICABLE FOR PARTIES WILLING TO RECEIVE EPAYMENTS IN THEIR ACCOUNT  
WITH SBI/HDFC/ICICI BANKS ONLY**

**ANNEXURE - I**

To,

The Dy General Manager (F&A)  
GAIL (India) Ltd.  
P.O. Pata  
Auraiya,  
U.P. -206241

Subject : **Consent for receiving Payments through Electronic Mode**

Dear Sir,

This is to confirm that we M/s ..... (Name of the Organization) are having Savings / Current Account No. .... with ..... (Name of the Bank) ..... (Branch Name) ..... (Branch Code), to which payments, if any due to us, can be released electronically.

Thanking You.

for.....

Authorized Signatory (ies)  
(Name of the Authorised Signatory with Seal)

This is to certify that Savings / Current A/c. No..... is maintained by M/s.....(Name of the Organization) with our bank .....(Name of the Bank, Branch Name & Branch Code), to which payments can be released electronically.

(Signature with Seal of Bank)  
Branch Manager

**Note: The above format should be on letter head of the organization mentioning E-mail ID/Fax No. of the contact person**