



# गेल इंडिया लिमिटेड

(भारत सरकार का उपक्रम)

पाता, जिला-औरैया (उ०प्र०).206241 (भारत)

**GAIL (India) Limited**

(A Govt. of India Undertaking)

P.O. Pata, Dt. Auraiya (U.P.) -206241 (INDIA)

**REQUEST FOR QUOTATION  
(Domestic Competitive Bidding)**

दूरभा-05683-283404,283405  
फैक्स- 056834-282446, 011-6185941  
Phone: 05683-283404, 283405  
Fax: 05683-282446, 011-6185941

Ref No.: GAIL/PATA/C&P/PR 20017440/NM

July 14, 2008

M/s. \_\_\_\_\_

**SUBJECT : SUPPLY OF BATTERIES**

**TENDER NO : GAIL/PATA/C&P/PR 20017440/NM**

Dear Sir (s),

GAIL (India) limited here-in-after called OWNER/COMPANY/GAIL invites you to submit your bids **UNDER SINGLE BID SYSTEM** for supply of SUBJECT ITEM as per price schedule enclosed with tender and as detailed below in complete accordance with enclosed tender documents:

- (1) Earnest Money Deposit : **Rs.5,000/- (Rupees Five Thousand only)**
- (2) Last Date and Time for Submission of Tender : 1500 Hrs. on **05.08.2008**
- (3) Date and Time for Opening of Bid : 1530 Hrs. on **05.08.2008**
- (4) Place of Submission of Tender : Central Receipt Section  
Security Main Gate  
GAIL (India) Limited  
P.O. - Pata, District - Auraiya (U.P.)  
Pin - 206 241
- (5) Delivery Period : Supply: within 08-12 weeks from the date of order.  
**Installation & Commissioning: within 04 weeks  
from the receipt of site readiness intimation from GAIL**
- (6) Payment Terms : (i) Supply Portion  
90% payment within 30 days after receipt and acceptance of material at site.  
**OR**  
90% against dispatch document thru bank  
  
(ii) Installation & Commissioning Portion  
100% payment of Installation & commissioning and balance 10% of supply portion shall be made within 30 days of successful commissioning of Batteries.

The Earnest Money Deposit (EMD) as mentioned at Sl. No. 01 above 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.). Alternatively Earnest Money deposit may also be submitted through Bank Guarantee from any Nationalized schedule Bank in the proforma attached with the Tender Document.

**Contd.... Page '2'**

**Page: 2**

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.

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.

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

**“The Bidder should be a Manufacturer or Authorized Dealer / Distributor of Batteries”.**

Bidder is required to submit any of the following document in support of meeting the BEC:

Attested copy of company registration certificate / ISO certificate / NSIC certificate etc. for Batteries in case of Manufacturer.

OR

Attested copy of valid dealership / distributorship certificate (valid as on the date of bid opening) issued directly from the Manufacturer of Batteries.

**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.

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 or 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 : Important Note to Bidders  
Section-III : Agreed Terms & Conditions  
Annexure- A : Technical Specification of Batteries  
Annexure- B : Scope of work & Special Conditions of Contract  
Section-IV : Price Schedule/Schedule of Rates  
Section-V : 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 BATTERIES**  
**BID DOCUMENT NO. : GAIL/PATA/C&P/PR 20017440/NM**  
**DUE DATE & TIME OF SUBMISSION OF BID : 05.08.2008 UP TO 1500 HRS.**

**FROM**

**TO**

**Name : SECURITY MAIN GATE,**  
**Address: GAIL (India) Limited**  
**P.O. Pata, Dist. Auraiya (U.P.)**  
**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 20017440/NM FOR SUPPLY OF  
BATTERIES**

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) Deviation to Guarantee/Warranty Clause
- f) Price Bid not filled-up strictly as per GAIL's PRICE SCHEDULE FORMAT
- g) Non-submission of firm prices
- h) Deviations to Force Majeure clause, Arbitration Clause
- i) Non-Acceptance of Part Order ( Irrespective of Value)
- j) TELEX/ TELEGRAPHIC/ FAX /E-MAIL offers shall be rejected.
- k) Bid validity less than 4 months (reckoned from date of opening of technical bid)
- l) Any modification in the bids submitted by the bidder after the opening of bids, unless such modification is solicited in writing by GAIL)

**IMPORTANT NOTE TO BIDDERS**

1. The 'TECHNICAL SPECIFICATION OF BATTERIES' (ANNEXURES--A) enclosed with tender document must submitted with the bid duly signed & stamped. Bidder shall also provide the complete catalogue of offered Telephone Instrument indicating the facilities available.
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.

**Note:** 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.

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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 Annexure-A and submission of the same along with bid duly signed & stamped.	
3.	Confirm submission of documents towards meeting BEC as mentioned in the Page 2 of RFQ.	
4.	Confirm acceptance of payment terms as mentioned in 1 <sup>st</sup> page of RFQ.	
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 Format given at SECTION -IV	
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.	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 \_\_\_\_\_

**TECHNICAL SPECIFICATION****FOR ITEM NO. 1**

SUPPLY OF TUBULAR LOW MAINTENANCE LEAD ACID BATTERY WITH TRANSLUSCENT POLY PROPYLENE CONTAINER OF 2V-60AH CAPACITY AT 10 HRS DISCHARGE RATE. THIS SHALL INCLUDE FLOAT CUM-MICROPOROUS VENT PLUGS, LEAD COATED INTERCELL CONNECTORS AND LEAD COATED NUTS, BOLTS AND WASHERS. THIS SHALL ALSO INCLUDE SUPPLY AND APPLICATION OF PETROLEUM JELLY ON THE BATTERY TERMINALS.

APPROX SIZE OF 60 AH/2.0 V CELLS SHOULD BE L:95;W:158;H:296 mm DUE TO SPACE CONSTRAINT INSIDE THE BATTERY ROOM.

CELLS SHALL BE USED IN THE FORMATION OF A BATTERY BANK CONSISTING OF 55 CELLS CONNECTED IN SERIES WITH 110V DC CHARGER FEEDING CONTROL SUPPLY TO DIESEL ENGINE GENERATOR AT GAIL, PATA.

TUBULAR LOW MAINTENANCE LEAD ACID BATTERY.  
AMPERE HOURS : 60AH; END CELL VOLTAGE: 1.85 VOLTS

ACCEPTABLE MAKES EXIDE/ KIRLOSKAR OR REPUTED EQUIVALENT MAKE BUT AUTHORISED RECYCLER.

MODEL TB 60P IS APPLICABLE FOR EXIDE MAKE ONLY.

**SITE CONDITIONS:**

AMBIENT TEMPERATURE: MAX.- 47 DEG. CENTIGRADE, MIN- 1.6 DEG C

HUMIDITY- 86% MAX. ATMOSPHERE - HUMID & CORROSIVE AS FOUND IN PETROCHEMICAL COMPLEX.

**FOR ITEM NO. 2**

PARTY SHALL SUPPLY SULPHURIC ACID ELECTROLYTE OF SPECIFIC GRAVITY 1190 IN DILUTED FORM. PARTY SHALL SUPPLY ELECTROLYTE IN SPILLAGE-FREE NON-CORROSIVE STANDARD CONTAINERS.

**FOR ITEM NO. 3**

PARTY SHALL SUPPLY SUITABLE WOODEN STAND FOR 55 CELLS TO BE PLACED IN TWO LAYERS, EACH LAYER HAVING TWO ROWS AND EACH ROW ACCOMODATING 14 CELLS OF 60 AH/ 2.0 VOLTS. WOOD SHOULD BE EITHER SAAL/ TEAK FULLY SEASONED AND PAINTED WITH ANTI-ACID PAINT. THIS SHALL INCLUDE SUPPLY OF BOTTOM INSULATORS OF BATTERY STAND AND BATTERIES.

PARTY SHALL ALSO SUBMIT DIMENSIONAL DRAWING OF THE BATTERY STAND.

**SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT**

**SCOPE OF WORK:**

INSTALLATION, TESTING AND COMMISSIONING OF BATTERY BANK CONSISTING OF 55 CELLS OF 2V-60AH COMPLETE WITH APPLYING ALL THE REQUIRED ACCESSORIES LIKE ELECTROLYTE, BATTERY CONNECTORS, VENT PLUGS, BOTTOM INSULATORS ETC. CHARGER SHALL BE PROVIDED BY GAIL. OTHER TOOLS AND TACKLES SHALL BE IN THE SCOPE OF THE PARTY.

SUPPLIER HAS TO BUY BACK THE OLD BATTERIES. LOADING, UNLOADING AND TRANSPORTATION FROM GAIL, PATA SITE SHALL BE IN THE SCOPE THE PARTY.

**SPECIAL CONDITIONS:**

- 1) VENDOR HAS TO DO INSTALLATION AND COMMISSIONING OF THE BATTERY BANKS AS PER NEW BATTERY BANK STANDARD COMMISSIONING PROCEDURE, DISCHARGING AND CHARGING AND SHALL SUBMIT THE FINAL COMMISSIONING REPORT.
- 2) VENDOR HAS TO ARRANGE SITE VISIT OF OEM SERVICE ENGINEER AT THE TIME OF COMMISSIONING AND TILL THE COMPLETION OF BATTERY WARRANTY TO CHECK THE HEALTHINESS OF BATTERIES.
- 3) MINIMUM 12 MONTHS WARRANTY OF BATTERIES REQUIRED FROM THE DATE OF COMMISSIONING OR 18 MONTHS FROM THE DATE OF DELIVERY AT SITE, WHICHEVER IS EARLIER.
- 4) COMMISSIONING OF BATTERIES REQUIRED WITHIN 30 DAYS FROM THE DATE OF RECEIVING AT GAIL, PATA.
- 5) REPLACING EXISTING BATTERY BANK FOR CONTROL SUPPLY OF DEG SET OF LLDPE UNIT.
- 6) PARTY SHALL SUBMIT OFFER ON BUY-BACK BASIS OF EXISTING 55 NOS OF 60 AH CELLS AND SHALL QUOTE WITH THE DISCOUNTED RATE OF BUY-BACK.
- 7) TRANSPORTATION OF CELLS FROM GAIL, PATA TO THE DESTINATION OF THE PARTY SHALL BE IN THE SCOPE OF THE PARTY. NO ADDITIONAL CHARGES SHALL BE PAYABLE TO THE PARTY BY GAIL IN THIS REGARD.
- 8) ONLY REPUTED BATTERY MANUFACTURERS/ AUTHORISED RECYCLERS/ DEALERS/DISTRIBUTORS SHALL BE ELIGIBLE. PARTY SHALL SUBMIT A DOCUMENTARY PROOF IN THIS RESPECT.
- 9) EVALUATION SHALL BE DONE ON OVERALL BASIS DUE TO CONSTRAINT IN GETTING DIFFERENT DIMENSIONS OF THE BATTRIES AND BATTERY STAND.
- 10) PARTY SHALL SUBMIT DIMENSIONAL DRAWING OF THE BATTERY STAND.
- 11) PARTY SHALL SUBMIT MATERIAL SAFETY DATA SHEET (MSDS) OF ELECTROLYTE.
- 12) MATERIALS SHALL BE PACKED IN SUITABLE PALLETS/ CRATES TO AVOID ANY DAMAGE DURING TRANSIT.
- 13) PARTY SHALL CLEARLY MARK AND SUBMIT TECHNICAL LITERATURE OF THE PRODUCT OFFERED.
- 14) PARTY SHALL EXTEND MINIMUM 12 MONTHS WARRANTY FROM THE DATE OF COMMISSIONING OR 18 MONTHS FROM THE DATE OF DELIVERY AT SITE, WHICHEVER IS EARLIER.



**PRICE SCHEDULE/SCHEDULE OF RATES**

**SECTION- IV**

NAME OF BIDDER \_\_\_\_\_  
TENDER/ENQUIRY NO. \_\_\_\_\_

Sl. No.	Material Code	Item Description as per enquiry/RFQ	UOM (unit of measure)	Qty	Basic Ex-Works Rate	P&F Charges in % (if any)	Excise Duty in % including Educational cess, if applicable	Sales Tax % (with / without concessional form)	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)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
<b>(A) SUPPLY:</b>											
1.	7105254053	LEAD ACID BATTERY, 60AH, 2V, TB-60P as per attached specification at Annexure-A.	Each	55							
2.	3618979023	ELECTROLYTE, SP1190, DILUTED W/H2SO4 as per attached specification at Annexure-A.	LTR	165							
3.	7195808393	WOODEN BATTERY STAND-TEAK/SAAL as per attached specification at Annexure-A.	Each	1							
									<b>GRAND TOTAL (A)=</b>		

**TOTAL FOT SITE AMOUNT (COLUMN 11) IN WORDS:**  
RUPEES.....

**Notes:**

**CENVAT INVOICE WILL BE SUBMITTED ----- YES  NO**

- (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) Basis of award of order shall be the **lowest FOT Site Rate** calculated (**net of CENVAT**) on over all L1 basis i.e. **A-B+C**
- (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.

**B. BUY BACK PRICES:**

DESCRIPTION	QTY.	UNIT RATE (Rs.)	AMOUNT (Rs.)
Buy Back charges for existing 55 Nos. of LEAD ACID BATTERY, 60AH, 2V, TB-60P on as is where is basis	55		

NOTE: THE ABOVE QUOTED BUY BACK PRICES SHALL BE INCLUSIVE OF ALL TAXES, DUTIES AND FREIGHT

**C. INSTALLATION**

DESCRIPTION	QTY.	UNIT RATE (Rs.)	AMOUNT (Rs.)
1	2	3	4 = 2 X 3
INSTALLATION, TESTING AND COMMISSIONING OF BATTERY BANK CONSISTING OF 55 CELLS OF 2V-60AH COMPLETE WITH APPLYING ALL THE REQUIRED ACCESSORIES LIKE ELECTROLYTE, BATTERY CONNECTORS, VENT PLUGS, BOTTOM INSULATORS ETC. CHARGER SHALL BE PROVIDED BY GAIL. OTHER TOOLS AND TACKLES SHALL BE IN THE SCOPE OF THE PARTY.			
(C) TOTAL AMOUNT EXCLUDING SERVICE TAX =			
GRAND TOTAL (D) = (A) - (B)+C			

TOTAL AMOUNT (RUPEES \_\_\_\_\_ ONLY)

**Note:** Service tax will be payable at actuals as applicable at the time of payment, against submission of CENVAT invoice by the bidder.

PLACE:  
DATE:

(SIGNATURE OF BIDDER & COMPANY SEAL)

**SECTION-V**

**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 \_\_\_\_\_ 2007

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**