



GAIL (INDIA) LIMITED
(A Government of India Undertaking)
(A Maharatna Company)

P.O. GAIL COMPLEX, VIJAIPUR
DISTT. GUNA (M.P) 473 112

TENDER NO. GAIL/VH/20/C070/PL/AM

E-tender no. 8000017584

FOR

**“SUPPLY INSTALLATION AND
COMMISSIONING OF 25KWP GRID
TIED ROOFTOP SOLAR PV POWER
SYSTEM AT NFL VIJAIPUR, NTPC
ANTA, AND CHITTORGARH
TERMINALS”**



SECTION-I

INVITATION FOR BID (IFB)



SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: **GAIL/VH/20/C070/PL/AM**

Date: **11.11.2020**

To,

PROSPECTIVE BIDDERS

SUB: TENDER DOCUMENT FOR "SUPPLY INSTALLATION AND COMMISSIONING OF 25KWP GRID TIED ROOFTOP SOLAR PV POWER SYSTEM AT NFL VIJAIPUR, NTPC ANTA, AND CHITTORGARH TERMINALS"

Dear Sir/Madam,

1.0 **GAIL (India) Limited [having registered office at 16, Bhikaji Cama Place, New Delhi 110066 CIN No. L40200DL1984GOI018976], the largest state-owned natural gas processing and distribution company and the youngest Maharatna, invites bids from bidders for the subject job/works, in complete accordance with the following details and enclosed Tender Documents.**

2.0 The brief details of the tender are as under:

(A)	BRIEF SCOPE OF SERVICE /JOB	"SUPPLY INSTALLATION AND COMMISSIONING OF 25KWP GRID TIED ROOFTOP SOLAR PV POWER SYSTEM AT NFL VIJAIPUR, NTPC ANTA, AND CHITTORGARH TERMINALS"					
(B)	TENDER NO. & DATE	GAIL/VH/20/C070/PL/AM dtd 11.11.2020					
(C)	TYPE OF BIDDING SYSTEM	<table border="1"><tr><td>SINGLE BID SYSTEM</td><td><input checked="" type="checkbox"/></td></tr><tr><td>TWO BID SYSTEM</td><td><input type="checkbox"/></td></tr></table>	SINGLE BID SYSTEM	<input checked="" type="checkbox"/>	TWO BID SYSTEM	<input type="checkbox"/>	
SINGLE BID SYSTEM	<input checked="" type="checkbox"/>						
TWO BID SYSTEM	<input type="checkbox"/>						
(D)	TYPE OF TENDER	<table border="1"><tr><td>E-TENDER</td><td><input checked="" type="checkbox"/></td></tr><tr><td>MANUAL</td><td><input checked="" type="checkbox"/></td></tr></table>	E-TENDER	<input checked="" type="checkbox"/>	MANUAL	<input checked="" type="checkbox"/>	
E-TENDER	<input checked="" type="checkbox"/>						
MANUAL	<input checked="" type="checkbox"/>						
(E)	COMPLETION/ CONTRACT PERIOD	E-TENDER NO: 8000017584 06 Months from the date of intimation of award/ as mentioned therein.					



(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input checked="" type="checkbox"/>
		NOT APPLICABLE	<input type="checkbox"/>
		Amount: 76,000.00 (Refer clause no.16 of ITB)	
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 11.11.2020 (14:00Hrs, IST) to 08.12.2020 (14:00 Hrs, IST) on following websites: (i) GAIL's Tender Website – www.gailtenders.in (ii) Govt. CPP Portal - https://eprocure.gov.in (iii) GAIL's e-Procurement Portal (e-Portal)- https://etender.gail.co.in <i>[in case of e-Tendering]</i> (iv) PMC, if any:	
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 23.11.2020 Time : 11:00 Hrs Venue : GAIL Vijaipur	
(I)	DUE DATE & TIME OF BID-SUBMISSION	Date : 08.12.2020 Time : 15:00 Hrs	
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 08.12.2020 Time : 16:00 Hrs	
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : Ajay Kumar Meena Designation: Manager (C&P) Phone No. & Extn : 07544-274444; 3812 e-mail : akmeena@gail.co.in ;	

In case of the days specified above happens to be a holiday in GAIL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 In case of e-tendering, the following documents in addition to uploading in the bid on GAIL's e-tendering website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet(BDS): -
- EMD/Bid Security (if applicable)
 - Power of Attorney
 - Integrity Pact (if applicable)
- 5.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.



- 6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB.
- The Tender Document calls for offers on single point “Sole Bidder” responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.
- 9.0 Any revision, clarification, corrigendum, time extension, etc. to the this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.

11.0 **Procurement through GeM in future by GAIL**

Government of India has introduced an online procurement portal – ‘Government e-Marketplace (GeM)’ with the aim to transform the way in which public procurement of goods and services is done by the Government Ministries/Departments, PSUs, autonomous bodies etc. GeM aims to enhance transparency, efficiency and speed in public procurement.

GAIL (India) Ltd. is already registered on GeM and have started procurement through GeM.

You are, therefore, requested to kindly register your organisation and your products on GeM at the earliest.

The detailed process of registration is available on GeM Portal (i.e. <https://gem.gov.in/>).

- 12.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.
- 13.0 GAIL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of
GAIL (India) Limited

(Authorized Signatory)

Name : Ajay Kumar Meena

Designation : Manager (C&P)

E-mail ID : akmeena@gail.co.in;

Contact No. : 07544-274232

TENDER NO. GAIL/VH/20/C070/PL/AM (E-tender no. 8000017584) FOR “SUPPLY INSTALLATION AND COMMISSIONING OF 25KWP GRID TIED ROOFTOP SOLAR PV POWER SYSTEM AT NFL VIJAIPUR, NTPC ANTA, AND CHITTORGARH TERMINALS”



DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. : GAIL/VH/20/C070/PL/AM Dated 11.11.2020

Description : SUPPLY INSTALLATION AND COMMISSIONING OF 25KWP GRID TIED ROOFTOP SOLAR PV POWER SYSTEM AT NFL VIJAIPUR, NTPC ANTA, AND CHITTORGARH TERMINALS

Due Date & Time : Date : 08.12.2020 Time : 15:00 Hrs.

From: To:

.....	AJAY KUMAR MEENA
.....	Manager (Contracts & Procurement)
	GAIL (INDIA) LIMITED,
	P.O. GAIL COMPLEX, VIJAIPUR
	DIST. GUNA (M.P.) – 473 112

(To be pasted on the envelope containing Bid (in case of Manual Tendering)/ Physical documents (in case of e-Tendering))

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SECTION-II

BID EVALUATION

CRITERIA & EVALUATION

METHODOLOGY



SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

[A] Bid Evaluation Criteria (BEC):

Bidders intend to participate in the tender shall have to meet the following criteria:

Sl.	BEC	Required Document(s)
1.0	BEC - Technical	
1.1	Bidder must have successfully completed at least one single Contract / Work Order for "Design, Supply, Installation, Testing & Commissioning of Grid Connected Solar PV Plant of Capacity not less than 25 KWP", in the previous seven (07) years [reckoned from the 'Bid Due Date' of this Tender].	a) Copy of Work Order/Agreement (along with detailed SOR and Scope of Work) and its Completion Certificate. The Completion Certificate shall clearly specify the following: i) Reference of relevant Work Order / Agreement. ii) Actual value of completed/ Executed work (excl. Service Tax / GST). iii) Actual date of completion of work. iv) Full address of Client / Officer issuing Certificate.
2.0	BEC - Financial: Not Applicable	

Notes to BEC:

- 1) All bidders are required to qualify the above BEC [*Technical*]. Bidders not meeting any of the above-mentioned criteria shall be rejected without assigning any reason. Bidders should ensure submission of complete information/documents in the first instance itself. Evaluation may be done based on the details so furnished without seeking any subsequent additional information/document.
- 2) A job executed by a bidder for its own Plant/Projects cannot be considered as *experience* for the purpose of meeting BEC of Tender. However, jobs executed for its *Subsidiary / Fellow Subsidiary / Holding Company* will be considered as *experience* for the purpose of meeting BEC, subject to submission of Tax-Paid Invoice(s), duly certified by the *Statutory Auditor* of the bidder or by a practicing *Chartered Accountant*, towards payment of *Statutory Tax* in support of the job executed for its *Subsidiary / Fellow Subsidiary / Holding Company*. Such bidders shall submit these documents in addition to the documents specified in Tender Document to qualify above BEC.
- 3) Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa:
 - (a) Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting



company should hold more than 50% of the paid up share capital of the bidding company or vice versa.

- (b) However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.
- (c) In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:
- i) An Agreement (as per format enclosed at Appendix-A1) between the bidder and the Supporting Company.
 - ii) Guarantee (as per format enclosed at Appendix-A2) by the Supporting Company to GAIL for fulfilling the obligation under the Agreement.
 - iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix-A3), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where foreign based Supporting Company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

- iv) Undertaking from the Supporting Company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by Supporting Company shall be invoked by GAIL due to non-performance of the bidding company.

Note:

- In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.
 - The Financial BEC of tender is to be met by bidder on their own.
- 4) Experience of bidder acquired as a Sub-Contractor can be accepted against submission of Certificate from End User by bidder along with other specified documents.



- 5) Only documents (Order/Agreement, Completion Certificate, etc.) which have been referred/specified in the bid shall be considered in reply to queries during evaluation of bids.
- 6) Relaxation of Prior Turnover and Prior Experience for Startups (as defined in Gazette Notification No. D.L-33004/99 Dated 18.02.2016 and 23.05.2017 of Ministry of Commerce and Industry): **Applicable**
- (a) Prior turnover and prior experience as mentioned above in financial and technical criteria of BEC shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document.
- (b) For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- (c) The relaxation of prior experience and prior turnover to Startups [whether Micro & Small Enterprises (MSEs) or otherwise] is to be given to the specific goods/ job domains wherein they are registered for.
- (d) Since certificate of DIPP towards recognition do not specify the goods/ job domain, startups are required to submit the documents for the same including the application submitted to DIPP.

Further, above document should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

[B] Evaluation Methodology:

- (1) Techno-commercially acceptable bids will be compared based on the Total Evaluated Price as quoted by the bidders, inclusive of all taxes & duties. The Contract will be awarded to the lowest bidder on overall basis.
- (2) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST during evaluation of bid (as applicable). Where GAIL is entitled for input credit of GST, the same will be considered during evaluation as per evaluation methodology of tender document.
- (3) In case, any cess on GST is applicable, same shall also be considered in evaluation.



Appendix-A1

FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED.

This agreement made this ___ day of ___ month ___ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s. GAIL (India) Limited (hereinafter referred to as GAIL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Supporting Company]

And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

- a) M/s. _____ (Bidder) will submit an offer to GAIL for the full scope of work as envisaged in the tender document as a main bidder and liaise GAIL directly for any clarifications etc. in this context.
- b) M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the GAIL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to GAIL including extension if any and till satisfactory performance of the contract, the same is awarded by GAIL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract



between the Bidder and GAIL.

- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by GAIL, however without prejudice to any rights that GAIL might have against the Supporting Company
- g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severally responsible to GAIL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of

For and on behalf of

(Bidder)

(Supporting Company)

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)



**GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/
GUARANTOR**

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called “the Guarantor and/ or the Supporting Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s (bidder) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called the “Bidder” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s GAIL(India) Limited, a company duly registered under the law of India having its Registered Office at 16, Bhikaiji Cama Place, R. K. Puram, New Delhi-110066, India, and having Purchase center at hereinafter called “GAIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS GAIL has invited tender number for on, and the bidder has submitted it bid number..... in response to the above mentioned tender invited by GAIL.

AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder .

AND WHEREAS one of the condition for acceptance of Bidder’s bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the GAIL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other



supports as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the GAIL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number, made by the Bidder under tender number.....:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the GAIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the GAIL and duly perform the obligations of the Bidder to the satisfaction of the GAIL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to GAIL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non- performance under the contract entered between GAIL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of GAIL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by GAIL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards GAIL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and GAIL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given



without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to GAIL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of GAIL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, GAIL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of GAIL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to GAIL, equivalent to 50% of the value of Performance bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of GAIL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, GAIL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of GAIL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)

M/s _____

Signature_____

Name_____

Designation_____



official seal_____

Witness:

1. Signature_____

Full Name _____

Address_____

2. Signature_____

Full Name _____

Address_____

INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.



Appendix-A2A

**CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR
COMPANY**

“Obligations contained in deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject.”

The above certificate should be enclosed along with the Guarantee.



**PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY
BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY**

CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

M/s GAIL (INDIA) LIMITED

Dear Sir(s),

M/s. _____
having registered office at _____ (herein after called the
"CONTRACTOR/ SUPPLIER/SERVICE PROVIDER" which expression shall wherever the
context so require include its successors and assignees) have been placed/ awarded the
job/work of _____ vide PO/LOA /FOA
No. _____ dated _____ (herein after called CONTRACT/
ORDER) for GAIL (India) Limited having registered office at 16, Bhikaiji Cama Place, R.K.
Puram, New Delhi (herein after called the "GAIL" which expression shall wherever the
context so require include its successors and assignees).

Further, M/s _____ (Name of the Supporting company) having its registered/head
office at _____ based on whose experience/technical strength, the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER has qualified for award of contract
(hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless
repugnant to the context or meaning thereof include all its successors, administrators,
executors and assignees) has agreed to provide complete technical and other support to the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the
contract/order as mentioned above, entered between GAIL and the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER and GAIL having agreed that the
'SUPPORTING COMPANY' shall furnish to GAIL a

performance guarantee for Indian Rupees/US\$ towards providing complete

financial and other support to the CONTRACTOR/SUPPLIER/SERVICE PROVIDER for
successful completion of the contract/order as mentioned above,



The said M/s. _____ (Supporting Company) has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____

(hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by GAIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by GAIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that GAIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that GAIL may have in relation to the 'SUPPORTING COMPANY's liabilities.

4. The Bank further agrees that GAIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in GAIL against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of GAIL or any indulgence by GAIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law



relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of GAIL under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till GAIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of GAIL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the
Bank