

# **Gujarat Industries Power Company Ltd (GIPCL)**



**Tender**

**for**

**Appointment**

**for**

**Third Party Verification**

**Tender No. GIPCL/ Joint survey and Measurement /2019-20**

## DETAILED NOTICE INVITING TENDER

Techno-Commercial Bid & Price Bid are invited from reputed and experienced Party for “**Appointment for Third Party Verification by Joint survey and Measurement of Excavation work of OB/ IB/ Lignite/ Re-handling of Overburden dump at Valia Mine/ Imported Coal/ GMDC’s Lignite Stock of Vastan and Valia Lignite Mines**”.

Places of work	Vastan and Mangrol-Valia Lignite Mine at District: Surat & Bharuch, Gujarat State.
Brief Description of Work	Agency will be awarded contract for Third Party Verification by Joint survey and Measurement of Excavation work of OB/ IB/ Lignite at Vastan and Valia Lignite Mine/ Re-handling of Overburden dump at Valia Mine/ Imported Coal/ GMDC’s Lignite Stock of Vastan and Valia Lignite Mines at District: Surat & Bharuch, Gujarat State.
EMD	<b>Rs. 10000.00 (Rupees Ten Thousand only)</b> by demand draft drawn in favor of GIPCL payable at <b>SBI - Nani Naroli Branch (Branch Code-013423)</b> or <b>Bank of Baroda - Mosali Branch (Branch Code-BARB0MOSALI)</b> , Dist.: Surat Only.
Cost of bid document / tender fee	<b>Rs. 1,000/- (Rupees One Thousand Only)</b> by demand draft drawn in favor of GIPCL payable at <b>SBI - Nani Naroli Branch (Branch Code-013423)</b> or <b>Bank of Baroda - Mosali Branch (Branch Code-BARB0MOSALI)</b> , Dist.: Surat Only
Availability of Bid document	On web site <a href="http://etender.gipcl.com">http://etender.gipcl.com</a>
Downloading of tender document from website	12/03/2019 to 01/04/2019
Last date of on line submission of entire offer / complete Bid in all two parts.	01/04/2019 up to 12.00 hrs at <a href="http://etender.gipcl.com">http://etender.gipcl.com</a>
Submission of Techno-Commercial (Part-1) Bid in Physical form along with supporting documents at below mentioned address.	03/04/2019 up to 12.00 hrs.
Date and time for online opening of Techno-Commercial Bid (Part-I)	03/04/2019, 15.00 hrs.

The above details are for information purposes only and the details are provided in the document. Agency is advised to read the bid document before submitting the bid.

1. GIPCL reserves the right to reject any or all the offers / bids received.
2. Agencies are required to quote the rate strictly as per the terms and conditions mentioned in the bid document.

3. Conditional bid will not be entertained and shall be liable for outright rejection.
4. Agencies are required to submit their bids on-line in the web site <http://etender.gipcl.com>
5. Documents in physical form, as mentioned in **Clause No. 13.0** shall be submitted by the Agency at the following address:-

**Chief General Manager (Mines)**

Gujarat Industries Power Company Limited,

Surat Lignite Power Plant,

At & P.O. Nani Naroli, Taluka Mangrol, Dist. Surat-394 110, Gujarat

## INSTRUCTION TO AGENCY

### 1.0 Instruction to Agency

Agency are advised to carefully read the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters before making their offer. In case of any doubt they may seek clarification/further information's from the General Manager (Mines) or the Chief Manager (P&P) at the Administrative Office of GIPCL at SLPP at the following telephone numbers during office hours from 08.30 a.m. to 5.30 p.m.

Chief General Manager (Mines)	02629-261087	<a href="mailto:nkpurohit@gipcl.com">nkpurohit@gipcl.com</a>
Dy. General Manager (P&P)	09909925337	<a href="mailto:agupta@gipcl.com">agupta@gipcl.com</a>

### 2.0 Description of Works:

#### **Scope of Work:**

The scope of the third party joint measurement & determination of volume would include:

1. Excavation work of OB/ IB/ Lignite at Vastan and Valia Lignite Mine/ Re-handling of Overburden dump at Valia Mine/ Imported Coal/ GMDC's Lignite Stock of Vastan and Valia Lignite Mines.
2. Volume Calculations using Datamine / suitable module of AutoCAD or any other recognized software.
3. Initial and Final Survey w.r.t each RA bill period.
4. Certifying the measurements and quantities in every RA bill.
5. The Successful bidder shall provide skilled surveyor and technical help required to expedite the field work in association with the representatives of GIPCL and the Mining Contractor
6. For working out tonnage of lignite, specific gravity of 1.16 shall be taken into account.
7. The survey and quantity calculations shall be reconciled on a quarterly basis.
8. **Minimum two numbers of qualified surveyors are required for carrying out the third party joint measurement & determination of volume, which includes Excavation work of OB/ IB/ Lignite at Vastan and Valia Lignite Mine/ Re-handling of Overburden dump at Valia Mine/ Imported Coal/ GMDC's Lignite Stock of Vastan and Valia Lignite Mines.**
9. Quarterly, minimum two numbers of qualified surveyors are required for carrying out the third party joint measurement & determination of volume for **4-5 days in each quarter.**

### 3.0 Confidentiality:

**The successful bidder shall provide an undertaking to GIPCL on issue of LOI on his letter head, which shall include:**

1. To be true and honest in furnishing information.
2. To be prompt and reasonable in fulfilling the contract, agreement and legal obligations
3. To provide goods and / or services timely as per agreed quality and specification.
4. To abide by the general discipline to be maintained in our dealings.

5. Not to divulge any information, business details available during the course of business relationship to others without the written consent of GIPCL on issue of LOI.

**4.0 Period of Contract:**

The period of contract will be 01 (One) year from the date of letter of Intent. GIPCL reserves the right to extend the one year original contract period up to 3 months on the same terms and conditions and this extension will be binding on the contractor.

If GIPCL at its sole discretion decides to extend the contract period by one year, after completion of original one year contract period, it will be done after mutual consent with the contractor, at the same rate, terms and conditions of the contract.

Quarterly schedule of dates for joint survey will be communicated to the successful bidder on award of contract.

**5.0 Time Schedule:**

The quarterly Excavation work of OB/ IB/ Lignite at Vastan and Valia Lignite Mine/ Re-handling of Overburden dump at Valia Mine/ Imported Coal/ GMDC's Lignite Stock of Vastan and Valia Lignite Mines, as per the scope described in **Clause No. 2**, has to be completed as per the schedule which will be given to the successful bidder on award of contract.

The dates will be selected in such a way that the same does not fall in a National holiday or holidays observed by GIPCL. Sundays will not be considered as a holiday and if schedule of days has a Sunday in between the same will be a working day. The dates will be final unless specified by a written communication the authorized representative of the GIPCL.

**6.0 Terms of Payment**

The payment will be on Quarterly Basis. The Agency shall submit Invoice after quarterly submission of certified Survey and Calculated quantities. Running bills shall be payable within 15 days from the date of receipt of the bills by GIPCL after deducting there from:

1. Income Tax (TDS) as per the provisions of the Income Tax Act in force,
2. Amount of LD levied, if applicable.
3. Other deductions if any.

**7.0 Inputs from GIPCL:**

1. For SLPP visit lodging / Boarding facility shall be arranged by GIPCL at Company Guest House free of cost.
2. Local transport from Bharuch/ Surat for visit to SLPP shall be arranged by GIPCL.
3. GIPCL will provide the Survey Instrument for carrying out the Joint Survey and Measurement of Excavation work of OB/ IB/ Lignite at Vastan and Valia Lignite Mine / Re-handling of Overburden dump at Valia Mine/ Imported Coal/ GMDC's Lignite Stock of Vastan and Valia Lignite Mines at District: Surat & Bharuch, Gujarat State.

**8.0 Eligibility or Qualifying Requirement:**

1. Bidder(s) should submit evidences for conducting any third party Verification by Joint survey and Measurement of Excavation work of OB/ IB/ Coal/ Lignite/ Re-handling of Overburden dump at Valia Mine using

electronic survey instruments and having done volumetric calculations using Datamine Software/ Suitable modules of AutoCAD or compatible mining software.

2. The bidder(s) should submit proof of availability of minimum two numbers of qualified surveyor with at least one year experience (possession of competency certificate will be an added advantage).
3. Bidder(s) should also submit documentary evidence from such establishments where they have carried out similar works.

#### **9.0 Bid Evaluation Methodology**

1. Price Bid of the short listed Bidders shall be evaluated for deciding the lowest tenderer and the lowest tenderer (L1) shall be decided on the basis of total contract value including all cost elements listed above.
2. GIPCL reserves the right to accept or overlook or reject any lower rate offered by the Bidder without assigning any reason there for.
3. The Bidders are required to quote the rates strictly as per the terms and conditions mentioned above. The conditional tender will not be entertained and will be liable to be summarily rejected.
4. Rate quoted shall remain valid for 90 days from the date of opening of the techno-commercial bid, which shall have to be extended unconditionally for further maximum of period 60 days, as deemed fit by GIPCL.

#### **10.0 Mode of Payment:**

Running bill to the extent of 100% shall become payable. The bill so prepared and certified will be submitted for payment to the office of the CGM (Mines). The payment of the certified amount of the Running bills shall be due 21 days after submission, by contractor, of running bill completed in all respect after deducting their from

1. Income Tax as per the provision of Income Tax Act.
2. Other deduction (If any)

#### **11.0 Escalation:**

Rates will remain firm throughout the contract period or any extension thereof. There will not be any escalation/compensation to the Bidder against any revision in MWR (Minimum Wage Rates). The Successful Bidder shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.

Successful Bidder shall at his expense comply with all labour and industrial laws and such other acts and statues as may be applicable to the contract in respect to pay etc. On account of any default in respect of all liabilities and in case of non compliance of the above, the company can withhold their payments till all legal liabilities are discharged.

Total count of manpower required for the contract shall not be mentioned in the tender/contract. However, GIPCL will ask Successful Bidder to deploy labour in sufficient numbers and quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Company

Bidder shall quote considering that the MWR applicable on the tender date inclusive of all Statutory payment like PF, Bonus and Leave, on prevailing rate notified by the Government of Gujarat as per Minimum Wage Act, 1948 and

shall quote accordingly.

The increase or decrease in basic rate or special Allowance as per the Minimum Wages Act, notified by the Government will be compensated at the end of the contract period on actual basis separately, subject to successful compliance for all obligations under this contract. Rates quoted should be firm and final except for statutory variation in MWR which will be separately reimbursed I compensated.

**12.0 Liquidated Damages:**

1. Liquidated damages for delay in certification of quantities shall be levied at the rate of 1% per day subject to the maximum of 10% of corresponding bill value.
2. For the purpose of calculation of LD the date of receipt of certified copy of quantities at GIPCL site shall be final.

**13.0 Documents comprise the bid:**

**Agency shall prepare the bid documents in two parts viz. Part-1, Pre-Qualification Bid, required for pre-qualification of bid and Part-II, Price Bid for Price Schedule only.**

**PART-I**

Consisting of information eligibility and qualification as required under **Clause No. 2** and other technical terms and conditions excluding prices. To this end, all bids submitted shall include following information.

- a) Details of the past performance of the Agency on work of similar nature and details of current work in hand and their contractual commitment, Status of Agency i.e. Name of the Agency, Address, Registered Office, Telephone Number, Fax Number and E-mail Address in the **Form-A**.
- b) Undertaking on the Agency letter head for Confidentiality and time schedule.
- c) Tender Fees of **Rs. 1,000/- (Rupees One Thousand Only)** by demand draft drawn in favor of GIPCL payable at **SBI - Nani Naroli Branch (Branch Code-013423)** or **Bank of Baroda - Mosali Branch (Branch Code-BARB0MOSALI)**, Dist.: Surat Only.
- d) Earnest money deposit of **Rs. 10000.00 (Rupees Ten Thousand only)** by demand draft drawn in favor of GIPCL payable at **SBI - Nani Naroli Branch (Branch Code-013423)** or **Bank of Baroda - Mosali Branch (Branch Code-BARB0MOSALI)**, Dist.: Surat Only
- e) Deviation from tender specification in respect of technical and commercial terms and conditions.
- f) Bid document duly signed by contractor on each page.
- g) GST Number
- h) PAN Details

Agency shall submit hard copy of the supporting documents as above, required for Part-1 at below mentioned address duly marking the envelope as **Bid for Third Party Verification by Joint survey and Measurement of Excavation work of OB/ IB/ Lignite/ Re-handling of Overburden dump at Valia Mine/ Imported Coal/ GMDC's Lignite Stock of Vastan and Valia Lignite Mines on or before 03/04/2019 up to 12.00 hrs.**

**Chief General Manager (Mines)**

Gujarat Industries Power Company Limited,  
Surat Lignite Power Plant,  
At & P.O. Nani Naroli, Taluka Mangrol,  
Dist. Surat-394 110, Gujarat

**PART-II**

Consisting of the price schedule, shall be submitted online through the website <http://etender.gipcl.com> only on or before dated **01/04/2019 by 12:00 hrs** Prices shall be quoted in Indian Rupees only.

**Minimum two numbers of qualified surveyors are required on each day for carrying out the quarterly third party joint measurement & determination of volume, which includes Excavation work of OB/ IB/ Lignite at Vastan and Valia Lignite Mine / Re-handling of Overburden dump at Valia Mine/ Imported Coal/ GMDC's Lignite Stock of Vastan and Valia Lignite Mines for about 20 days up to 31<sup>st</sup> March, 2020 end (about 5 days in each quarter) starting from 29<sup>th</sup> / 30<sup>th</sup> June, 2019.**

**Hence, the Agency is required to quote the rates strictly as per the terms and conditions mentioned above.**

<b>Sr. No.</b>	<b>Item</b>	<b>Per day rate for two numbers of qualified Surveyors for carrying out the quarterly third party joint measurement &amp; determination of volume.</b>
1.	Quarterly Joint survey and Measurement of Excavation work of OB/ IB/ Lignite at Vastan and Valia Lignite Mine / Re-handling of Overburden dump at Valia Mine/ Imported Coal/ GMDC's Lignite Stock of Vastan and Valia Lignite Mines at District: Surat & Bharuch, Gujarat State <b>as per the Scope of Work, Clause No. 2.</b>	

1. The prices indicated are firm and not subject to any escalation whatsoever.
2. The bid prices will be exclusive of GST on applicable items. GST, if applicable and payable by the Agency, shall be reimbursed by GIPCL at actual, subject to submission of documentary proof of having paid the GST and to the extent directly related to the services rendered by the Agency under this contract. The supporting GST Challan should be exclusively for the services rendered under this contract.
3. Any fresh imposition or variation in statutory duties, taxes or levies, made after the last date of submission of bids, will be recovered from/ reimbursed to the Agency, as the case may be. The reimbursement/



recovery to the Agency will be made against supporting documents & for only such taxes/duties/levies that are directly applicable to the contract and are applicable/ reflected on his running bills.

4. Agency is required to quote the rates strictly as per the terms and conditions mentioned above. The conditional bid will not be entertained and will be summarily rejected.
5. The lump sum price includes charges for all activities related to Joint survey and Measurement of Excavation work of OB/ IB/ Lignite at Vastan and Valia Lignite Mine/ Re-handling of Overburden dump at Valia Mine/ Imported Coal/ GMDC's Lignite Stock of Vastan and Valia Lignite Mines at District: Surat & Bharuch, Gujarat State and visit to SLPP site. Free Lodging and Boarding will be provided by GIPCL only at SLPP, GIPCL Guest House.
6. All costs arising out of the site visit shall be borne by the Agency.

**14.0 Deadline for submission of Bids :**

Bids (Part-I and II) must submit online on the <http://etender.gipcl.com> not later than **01/04/2019 by 12:00 hrs.**

**15.0 Award of contract:**

1. Agency will be issued a Letter of Intent (LoI) after opening of price-bids, informing him about the Company's intention to award him the work.
2. Within 07 days of the issue of the LOI, Agency will commence his work for carrying out the quarterly third party joint measurement & determination of volume, which includes Excavation work of OB/ IB/ Lignite at Vastan and Valia Lignite Mine / Re-handling of Overburden dump at Valia Mine/ Imported Coal/ GMDC's Lignite Stock of Vastan and Valia Lignite Mines, along with performance security deposit as per requirement of **Clause No. 2** along with provision of necessary information & data.
3. The date of issue of work order shall be taken as the base for reckoning the schedule provided at **Clause No. 5** and for implementation of Liquidated Damages as per **Clause No. 12** above.

**16.0 Performance Security:**

**A Performance Security Deposit @ 10% of contract value shall be applicable on the Contract Work.** Agency will furnish to the GIPCL, within 07 days of issue of LOI, the agency will make payment of security deposit (SD) in the form of Bank Draft in favor of Gujarat Industries Power Company Limited, payable at Vadodara or Bank Guarantee from any Nationalised/Govt. Bank or Any one of following Private Banks (ICICI Bank, IDBI Bank, Axis Bank, Kalupur Co-op Bank, HDFC Bank), Commercial Bank (Kotak Mahindra Bank, Yes Bank, Ratnakar Bank, Indusind Bank, Karur Bank, DCB Bank, ING Vyasya Bank) and Cooperative Banks (Kalupur Commercial Bank Ltd, Rajkot Nagrik Sahkari Bank Ltd, Ahmedabad Mercantile Co-operative Bank Limited, Mehsana Urban Co-Operative Bank Ltd, Nutan Nagrik Sahkari Bank Ltd.) in the specified Performa of the bid document.

The Bank Guarantee shall be maintained valid for at least six (03) months after the completion of the contract period i.e. **up to 30/09/2020.**

The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the GIPCL, should the Agency either fail to fulfill the contractual obligations or fail to settle in full his dues to the GIPCL. In case of premature termination of the contract, the Security Deposit may be forfeited and the

GIPCL will be at liberty to recover the loss suffered by it from the Agency. GIPCL may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the GIPCL as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance and /or poor performance of any of the terms of the contract.

**17.0 Cancellation of LOI and termination of Contract:**

1. If the Agency fails to visit GIPCL within 07 days of the issue of the LOI, Agency will commence his work for carrying out the quarterly third party joint measurement & determination of volume, which includes Excavation work of OB/ IB/ Lignite at Vastan and Valia Lignite Mine/ Re-handling of Overburden dump at Valia Mine/ Imported Coal/ GMDC's Lignite Stock of Vastan and Valia Lignite Mines, along with performance security deposit as per requirement of **Clause No. 2** along with provision of necessary information & data. GIPCL will reserve rights of cancellation of LOI and award of work to the other Agency.
2. However, GIPCL reserves right to extend the period, if the circumstances causing delay are found genuine & convincing.
3. Management reserves the right to terminate the Contract at any time, without assigning any reason, whatsoever, by giving a notice period of ONE month from the date of Notice of termination of the Contract. Agency will not be entitled for any compensation / damages / losses, whatsoever, on account of such termination of the Contract.

**18.0 INDEMNITY**

Contractor shall indemnify and keep harmless GIPCL from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by GIPCL which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by Third Party Agency. In case, in any litigation pertaining to labour employed through Contractor, if any direction or order is issued by court at any point of time Contractor shall comply with and implement such direction or order whether passed at the time of award of contract or during the pendency of contract. Further, Contractor shall indemnify the Owner/GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by Third Party Agency.

**19.0 GOVERNING LAW AND JURISDICTIONS**

This Contract and the interpretation of the provisions thereof and the performance thereof shall be governed by the laws of India. Notwithstanding any other court or courts having jurisdiction to decide the question (s) forming the subject matter of the reference if the same had been the subject matter of Suit, any and all actions and proceedings arising out or relative to the contract (including any arbitration in terms thereof) shall lie in the court of competent civil jurisdiction in this behalf at Surat only (where this contract has been signed on behalf of the Management) and only the said court shall have jurisdiction to entertain and try such action (s) and / or proceedings to the exclusion of all the other courts.

**20.0 ARBITRATION**

All disputes, differences, claims and questions, whatsoever, which may arise either during the continuance of this contract or afterwards between the

Supplier and GIPCL, touching the interpretation and / or the execution of any clause of this contract, or any other act, deed or commission / omission by any party or as to any other matter in any way relating to these clauses or right, duties, obligations or liabilities or either party under these clauses shall be referred to a Sole Arbitrator under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereto or re-enactment thereof in force from time to time. The seat and venue of such arbitration shall be Surat, Gujarat state only. The arbitration shall be conducted in English language.

### Form-A

**Details to be furnished by bidder to qualify the Technical Bid of Tender No. GIPCL/ Joint survey and Measurement /2019-20.**

1	Name of the Bidder Full Address:  Tel. Nos. e-mail ID:	Cell No. Fax No.
2	Status of the Bidder (tick one)	Company / Firm / Corporation Department Joint Venture Individual Others (Specify)
3	Details of qualified Surveyors whose services are proposed to be used for the work if awarded	Name Qualification Year of obtaining qualification Experience in survey work Any competency exam passed/certified from DGMS
4	Details of the instruments, Instrument Make/Year of purchase/ Remarks maintained/ available model manufacture	
5	Details of the Tender Fees being paid	DD No. Amount      Date Bank
6	Details of EMD being submitted	DD No./BG Amount      Date Bank
7	Details of Client, whom similar work has been done	<b>Client 1</b> <b>Client 2</b> <b>Client 3</b>
	Name of Client with Address	
	Nature of work done	
	Period of Contract	
	Value of Contract	
8	References of software proposed to be used for calculation with version and year of purchase/ commissioning	
9	Undertaking for Un-Conditional bid	

Signature:

Date:

Name of the Bidder:

(Office Seal of the Bidder)

**PROFORMA FOR BANK GUARANTEE FOR EMD**

(To be stamped in accordance with Stamp Act)

Ref ..... Bank Guarantee  
No.....

Date

.....  
Guarantee cover period : From ..... ....To  
.....

To,  
M/s. Gujarat Industries Power Company Limited  
At & Post – Nani Naroli  
Taluka Mangrol  
Dist.Surat-394 110

Dear Sirs,

In accordance with your "Invitation for Bids" under your Specification  
No..... dated .....  
M/s..... having its  
Registered /Head office at .....  
(herein after called the Bidder) wish to participate in the said bid for  
.....

As an irrevocable bank Guarantee against bid guarantee for an amount of  
..... valid for 180 days from ..... is  
required to be submitted by the Bidder as a condition precedent for participation in  
the said bid, which amount is liable to be forfeited on the happening of any  
contingencies mentioned in the Bid Documents.

We, the ..... Bank at .....  
having our Head Office at (local address) ..... Guarantee and  
undertake to pay immediately on written demand by Gujarat Industries Power  
Company Limited (hereinafter called the "Purchaser") (In figures)  
..... (in words)  
..... without any reservation, protest, demur and  
recourse. Any such demand made by said "Purchaser" shall be conclusive and  
binding on us irrespective of any dispute or difference raised by the bidder. It shall  
be conclusive and enough for enforcement of Bank Guarantee on the Bank if  
Purchaser invokes the Bank Guarantee stating only that the default has been  
committed by the bidder, thus far and no further.

This Guarantee shall be irrevocable and shall remain valid up to  
..... if any further extension of this  
guarantee is required, the same shall be extended to such required period on  
receiving instructions from ..... on whose behalf the guarantee  
is issued.

In witness there of Bank, through its authorized Officer, has set its hand and stamp  
on this ..... day of .....  
20 ..... at .....

.....  
(Signature)  
.....

(Name)  
Designation with Bank stamp :

Attorney as per Power of  
Attorney No.  
Dated .....

Notes

1. The Guarantee validity should be 180 days.
2. The stamp papers of appropriate value shall be purchased in the name of Guarantee Issuing Bank.

**PROFORMA OF BANK GUARANTEE FOR ORDER PERFORMANCE**  
**(To be Stamped in accordance with Stamp Act)**

Ref : \_\_\_\_\_ Bank Guarantee No \_\_\_\_\_  
Date \_\_\_\_\_  
Bank Guarantee Cover period from \_\_\_\_\_ to \_\_\_\_\_  
Last Date of Lodgement of Claim: \_\_\_\_\_

To

M/s. GUJARAT INDUSTRIES POWER COMPANY LTD.  
At & Post Nani Naroli  
Taluka Mangrol  
Dist. Surat  
Gujarat-394 110

Dear Sir,

In consideration of the Gujarat Industries Power Company Limited (hereinafter referred to as the Purchaser which expression shall unless repugnant to the context/or meaning thereof include its successors, administrators, and assigns) having awarded to M/s.....having its Registered Office/Principal Office at (address) .....(hereinafter referred to as the "CONTRACTOR" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) a Order by issue of Purchaser's Letter of Intent No.....dated.....and same having been unequivocally accepted by the CONTRACTOR dated .....valued at .....for (scope of order) .....and the contractor having agreed to provide a Order Performance Guarantee for the faithful performance of the entire order including for the quality of the materials and/or workmanship, successful commissioning and satisfactory performance of the equipments/system and satisfactory services rendered during the guarantee/warranty period of ..... Months under the said LOI/Order equivalent to.....\*.....(percent) of the said value of the order to the purchaser

(Name & address of Bank) \_\_\_\_\_. having its Head Office at ..... (hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, assigns) do hereby irrevocably guarantee and undertake to pay the Purchaser, on written demand any and all moneys payable by the CONTRACTOR to the extent of (in figures) ..... (in words) ..... as aforesaid at any time up to (days/months/year) \*\*. ..... without any demur, reservations, contest, recourse or protest and/or without any reference to the CONTRACTOR. Any such demand made by the Purchaser on the bank shall be conclusive and binding notwithstanding any difference between the Purchaser and CONTRACTOR of any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. It shall be conclusive and enough for enforcement of the BANK GUARANTEE on the bank if GUJARAT INDUSTRIES POWER COMPANY LIMITED invokes the BANK GUARANTEE stating only that the default

has been committed by the contractor, thus far and no further. The bank undertakes not to revoke this guarantee during its currency without previous written consent of the purchaser and continue to be enforceable till the Purchaser discharges this guarantee.

The 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 of the Order by the CONTRACTOR. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the CONTRACTOR, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Order between the Purchaser and the CONTRACTOR or any other course of or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matter aforesaid or any of them or by reason or any other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Purchaser 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 CONTRACTOR and notwithstanding any security or other guarantee that the Purchaser may have in relation to the CONTRACTOR's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs..... and it shall remain in force up to the including .....unless a written demand to enforce any claim under this Guarantee is lodged with us before expiry date, the Bank will be discharged from its liabilities under this Guarantee. This Guarantee shall be extended from time to time for such period or period as may be desired by the ..... on whose behalf this guarantee has been given.

Dates this.....day of .....20 at.....

.....  
Signature

Banker's rubber stamp:

Name

Designation with  
Bank stamp:

Attorney as per power of  
Attorney No.

Dated :



Note :

\*This sum shall be Ten Percent (10%) of the Order Price.

\*\*The date will be the date of end of the Warranty period as specified in the order

+In case of foreign Bank Guarantees, the same shall be routed through their correspondent Bank in India.

-The stamp papers of appropriate value shall be purchased in the name of Guarantee issuing Bank.