



RAICHUR POWER CORPORATION LIMITED

(A JOINT VENTURE COMPANY OF KPCL, BHEL& IFCI)

2 X 800 MW - YERMARUS THERMAL POWER STATION, KARNATAKA

TENDER DOCUMENT

“Procurement of LUBRICANTS for Conveyor Maintenance at YTPS”

Tender No. EEM7/ET/MA3/EEM8/16-17/145, Dtd.01.02.2017

**Office of the
EXECUTIVE ENGINEER (STORE & PURCHASE)
RAICHUR POWER CORPORATION LTD
YERAMARUS THERMAL POWER STATION
YERAMARUS, RAICHUR-584 134**



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CALENDAR OF EVENTS

Procurement of LUBRICANTS for Conveyor Maintenance at YTPS Tender No.: EEM7/ET/MA3/EEM8/16-17/145, Dtd:01.02.2017

The following are the Calendar of bid events for two cover tender system.

1	Period of Completion	01 Months from the date of P.O.
2	Date of Publishing of Abstract Bid Notification and Brief Bid Notification in i) www.karnatakapower.com ii) www.eproc.karnataka.gov.in	01.02.2017
3	Last date for receipt of queries if any (through e-procurement cell)	15.02.2017 16:00hrs.
4	Last date and time for submission of technical bid cover-I along with EMD and Price bid cover-II through e- procurement cell.	02.03.2017 16:00hrs.
5	Opening of Technical bid (cover-I)	04.03.2017 17:00hrs.
6	Opening of Price bids (cover -II)	06.03.2017 11:00hrs

for **RAICHUR POWER CORPORATION LIMITED,**

sd/-

Executive Engineer M (Stores & Purchase)

Yermarus Thermal Power station
Yermarus, Raichur-584734



DECLARATION

(To be given by the supplier at the time of submission of the completed tender)

Procurement of LUBRICANTS for Conveyor Maintenance at YTPS
Tender Notification No.: EEM7/ET/MA3/EEM8/16-17/145, Dtd:01.02.2017

I /We have read the terms and conditions of the tender documents and related matters carefully and diligently and that I/We have submitted the tender having studied, understood and accepted fully the terms & conditions and implications for the agreement.

The requirement of the tender agreement as stated above will be fulfilled by me/ us to the entire satisfaction of the purchase committee of the Raichur Power Corporation limited, Yeramarus.

(SIGNATURE OF THE SUPPLIER WITH SEAL)



PRE-QUALIFICATION REQUIREMENT

Procurement of LUBRICANTS for Conveyor Maintenance at YTPS

Tender Notification No.: EEM7/ET/MA3/EEM8/16-17/145, Dtd:01.02.2017

1. Bidder should be manufacturer/ authorized dealers of M/s. HPCL, M/s.BPCL, M/s. IOCL or any reputed oil companies. Authorization letter from manufacturing company shall be furnished in case of supplied by authorized dealers.
2. Bidder shall furnish one supply order for having supplied Lubricants costing not less the value of **Rs.2Lakhs**. In proof of the same bidder should submit copies of purchase order for having supplied the materials listed in schedule to any Govt. sector/ PSU/ Reputed Private sector/ major industry issued by competent authority.
3. The bidder shall have achieved, in his name/firm, an average annual turnover of **Rs.7.50Lakhs** in at least two financial years, of the preceding five financial years i.e., 2015-16, 2014-15, 2013-14, 2012-13 and 2011-12. As a proof of this, the bidder shall furnish Balance sheet and profit & loss account statements duly certified by a chartered accountant.

for **RAICHUR POWER CORPORATION LIMITED,**

sd/-

Executive Engineer (Stores & Purchase)

Yermarus Thermal Power station

Yermarus, Raichur-584734



TERMS AND CONDITONS OF THE TENDER

Procurement of LUBRICANTS for Conveyor Maintenance at YTPS Tender Notification No.: EEM7/ET/MA3/EEM8/16-17/145, Dtd:01.02.2017

1. DEFINITION OF TERMS:

- a. The expression “Goods” where used in these conditions shall unless there be something either in the subject or context represent to ‘**Procurement of LUBRICANTS for Conveyor Maintenance at YTPS**’ for Yermarus Thermal Power Station (YTPS).
- b. The “Corporation/Company” means **Raichur Power Corporation Limited (RPCL)**, a JVC of KPCL, BHEL & IFCIL having registered office at No.22/23, Sudarshan Complex, Sheshadri Road, Banglore-560 009, Karnataka State.
- c. YTPS – means Yermarus Thermal Power Station, to where the cables are to be delivered/ unloaded by the agency.
- d. “Engineer” means the **Executive Engineer M (S&P)** of Yermarus Thermal Power Station (YTPS) or any engineer any authorized officer nominated by Executive Engineer M (S&P) and is the authority to receive the materials at YTPS store.
- e. The “Agency/Contractor” means the Agency to whom this work is awarded on successful bidding.
- f. “Notice in Writing” or “Writing Notice” shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the ordinary course of post it would have been delivered.
- g. “Premises of Company” means, YTPS project situated in Raichur District Karnataka State.
- h. Whenever in this contract the words “Directed”, “Required”, “Ordered”, “Desired”, “considered” “Necessary”, or like words are used, it shall be understood that the directions, requirements, permissions, orders, desiring, etc., of the Executive Engineer M (S&P) or other authorized Officers words “Approved”, “Acceptable”, satisfactory to the Executive EngineerM(S&P, YTPS. RPCL unless any other meaning is otherwise intended.
- i. Calendar Month means English calendar referred for the purpose.

2. INSTRUCTIONS REGARDING E- PROCUREMENT:

- a. The bid is to be submitted in the Government of Karnataka e-procurement platform www.eproc.karnataka.gov.in system only.
- b. Bidders, who have not registered in e-procurement portal, may do so by registering through web site www.eproc.karnataka.gov.in
- c. The bidders can access bid documents on the web site, fill them and submit the completed bid documents in to electronic tender on the website



itself within the stipulated date. The blank bid documents can be accessed through e-procurement portal web site www.eproc.karnataka.gov.in

- d. Bidders shall attach scanned copies of all the certificates pertaining to the qualification requirement as mentioned under “Pre-qualification Requirements” clause. Whenever required, bidders shall furnish the original certificates to the RPCL authorities, failing which, the bidder will be disqualified.
- e. Conditional bids, incomplete bids, bids without EMD, bids not properly uploaded and bids submitted late shall be rejected.
- f. Bidders shall refrain from altering/modifying/revising the price bids after the date and time fixed for submission of bids in the calendar of events even though if it is accepted by the portal. Date and time stamp of the portal shall be final in deciding the time and date of submission of bid.
- g. Decision of the Corporation in this regard is final and acceptable to all the bidders.
- h. The Bids which are found substantially responsive and accepted will be evaluated by Corporation to ascertain the lowest technically acceptable bid
- i. Evaluation of Bids: Prices quoted in the e-portal shall only be considered.
- j. The Tenderer with the lowest Total Evaluated Cost shall be the Lowest Tenderer (L1).

3. GENERAL TERMS AND CONDITIONS OF TENDER

- a. It shall be the responsibility of the Tenderer to furnish all the particulars which are required for due consideration of the tender though not mentioned in the specification.
- b. Tender validity shall be 180 days from the date of opening.
- c. The tenderers are advised to pursue all the clauses in the specification and the instructions before quoting.
- d. The right to reject any or all tenders without assigning the reasons is reserved by the Executive Engineer M (S&P)/RPCL.
- e. The agency should give clearly in his tender the place of residence and postal address. The delivery at the above name, place or position in the post box regularly maintained by the post office or sending by letter registered for acknowledgement or other communications shall be deemed sufficient proof thereof.
- f. The agency should upload signed tender document as a confirmation for acceptance of tender terms and conditions.
- g. The documents furnished through e-portal shall be accepted only after verification with the originals. The tenderer shall produce the originals for verification.
- h. It is not binding on the RPCL to accept the lowest or any other tender.
- i. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Corporation, then the Corporation shall without prejudice to any other rights to remedy, be at liberty to forfeit 100% of the earnest money deposit.
- j. Tenders with arbitration clause will not be accepted.



- k. Post bid correspondence will not be entertained.

4. EARNEST MONEY DEPOSIT (EMD)

- a. Deposit the EMD for **Rs.3,700/- (Rupees. Three thousand and Seven Hundred only)** through e-portal only.
- b. Tenders must be accompanied by Earnest Money Deposit (EMD) & should be paid online through e-procurement portal using any of the following payment modes.
- i. Credit Card
 - ii. Direct Debit
 - iii. National Electronic Fund Transfer (NEFT).
 - iv. Over the counter (OTC) (only through designated branches).
- c. Tenders must be electronically submitted (online through internet) within the date and time published in e-procurement portal. The tenders will be opened at prescribed time and date in the e-procurement portal, in the presence of the Tenderers who wish to attend at the Office of the Executive Engineer (Stores & Purchase), RPCL, YTPS, Yermarus-584134, Raichur-District.
- d. If the bidder withdraws his bid before the expiry of the bid validity period prescribed in the bid specification or if the successful bidder fails to submit the contract performance guarantee as specified in the bid and or fail to enter into a contract with the Corporation in the form prescribed with related requirement within 30 days of the date of letter of award, the EMD will be forfeited as liquidated damages.
- e. The EMD furnished by unsuccessful bidders will be returned, only after the award of contract and entering in to agreement with the successful bidder.
- f. For the successful bidder, the EMD will be returned, only after he enters into contract agreement and furnishes the contract performance guarantee (Security Deposit) in an acceptable form.
- g. No interest is payable to the bidders for the Earnest Money Deposit amount.

5. ISSUE/SUBMISSION / SCHEDULE AND OPENING OF TENDER:

As per the calendar of events indicated in the e-portal.

6. REJECTION OF TENDER:

Tender is liable to be rejected immediately, if the tender is:

- i. Not in the prescribed form
- ii. Not accompanied by the requisite EMD.
- iii. Not meeting the Pre-qualifying requirements indicated in the tender.
- iv. Not properly signed by the tenderer.
- v. From any black listed firm or contractor.
- vi. From the tenderer whose past performance is not satisfactory and EMD forfeited.
- vii. Not in conformity with the tender terms and conditions.

7. PRE-QUALIFICATION REQUIREMENTS:

The Bidder shall meet the following pre-qualification requirements supported by authentic documents



- i. Bidder should be manufacturer/ authorized dealers of M/s. HPCL, M/s.BPCL, M/s. IOCL or any reputed oil companies. Authorization letter from manufacturing company shall be furnished in case of supplied by authorized dealers.
- ii. Bidder shall furnish one supply order for having supplied Lubricants costing not less the value of Rs.2Lakhs. In proof of the same bidder should submit copies of purchase order for having supplied the materials listed in schedule to any Govt. sector/ PSU/ Reputed Private sector/ major industry issued by competent authority.
- iii. The bidder shall have achieved, in his name/firm, an average annual turnover of Rs.7.50Lakhs in at least two financial years, of the preceding five financial years i.e., 2015-16, 2014-15, 2013-14, 2012-13 and 2011-12. As a proof of this, the bidder shall furnish Balance sheet and profit & loss account statements duly certified by a chartered accountant.

8. RIGHTS OF RPCL:

- i. RPCL reserves right to seek for any additional details/ control documents required at any point of time during and after the process of bidding. If the agency fails to furnish such details their offer is liable for rejection.
- ii. It reserves right to modify/change/cancel any or all the tenders without giving any reason thereof.

9. SCOPE OF SUPPLY:

Supply of Servo Mesh SP320, Servo System HLP 46 and Servo Gem EP-2 as per the specification indicated in the schedule to store of Yeramarus Thermal Power Station within the delivery period to be stipulated in the order from RPCL, as per procedure indicated in the tender.

10. TERMINATION OF CONTRACT:

If the contractor fails to supply the order quantity with in the delivery period the Corporation reserves the right to terminate the contract by giving a months' notice.

If, any of the documents / information furnished by the bidder is found to be false after award of the contract their EMD and SD will be forfeited and their contract will be terminated.

11. PRICES:

Rates quoted should be inclusive of all statutory components such as taxes, duties, levies, transportation charges, Insurance etc., up to destination. The added above statutory components shall be indicated in the format annexed to price bid format. The rate quoted should be firm for the entire period of contract.

PLEASE NOTE THAT 'C' FORM WILL BE ISSUED FOR AVAILING CONCESSIONAL RATE OF CST.



Rate quoted in e-portal is only considered for evaluation. Price schedules given in the tender document is for breakup of the price components such as Basic price, Taxes and duties, Freights and Insurance to arrive total cost for quoting in e-portal.

12. ACCEPTANCE OF THE PURCHASE ORDER :

The successful Tenderer shall clearly confirm the acceptance of the purchase order within 10 days of receipt of the purchase order by him. In case of failure to do so the EMD amount will be forfeited. Purchase order be withdrawn / cancelled at the discretion of RPCL.

13. AGREEMENT:

An agreement shall be executed by the successful Tenderer within 30 days after receipt of the purchase order on stamped duty paid attested purchased in Karnataka state only worth of Rs.100/- before effecting the supply. However in case any supplies are made the payment will be released only after entering into agreement. EMD will be forfeited if the supplier fails to supply the materials after acceptance/placing of purchase order/letter of intent. All the correspondence and minutes held after opening of the Tender and till finalization of the order shall form the part of the agreement. Six copies of agreement duly bound shall be submitted.

14. SECURITY DEPOSIT:

Security deposit of 10% of the total value of the order in the form of Demand draft or Bank Guarantee in favor of Raichur Power Corporation Limited, Yermarus – 584 134, Raichur-District, issued by any Nationalized/ Scheduled Bank valid for the entire period of contract shall be furnished before effecting supply .The Bank guarantee shall be as per the Performa prescribed by the purchaser. The Security Deposit shall be released only after satisfactory completion of Guarantee period / Contract.

The supplier shall extend the validity of bank guarantee furnished towards Security Deposit beyond the stipulated period in case defects are noticed during the guarantee period. The bank guarantee shall be valid till such time the defective materials are replaced and performance of the same is found satisfactory for a further period of 12/ 18 months from the date of replacement of material.

15. GUARANTEE:

The materials supplied shall be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier against manufacturing defects/ bad workmanship. In case the materials are found defective during the above guarantee period, the supplier shall replace the materials free of cost to the purchaser at site.

16. QUANTITY:

The quantities shown in the schedule are only indicative, approximate and are liable for extreme variation. Raichur Power Corporation Ltd., reserves its right to vary the quantities in the schedule to suit its actual requirement. The contractor is obliged to supply the additional quantity at the agreed contract



price and also the contractor shall not have any cause of action for additional claim, if the quantity is decreased. RPCL reserves the right to award, whole or part of the quantity, should the situation so warrant.

17. DELIVERY :

Lubricants shall be delivered in sealed steel drums confirming to BIS. Prior dispatch the supplier shall seek dispatch clearance from RPCL. The delivery of the material covered by the Purchase order shall be completed as per delivery schedule indicated in the purchase order, on F.O.R. destination. All the consignments shall be booked in the name of Executive Engineer (Stores& Purchase), RPCL, Yermarus – 584 134, Raichur District, Karnataka. Payment of demurrage / Wharfage etc. will not be payable by RPCL on any account. RPCL reserves the right to place the orders for the items/quantity indicated in the tender, on one or more firms to suit R.P.C.L's requirements.

18. INSURANCE:

No materials shall be dispatched without being covered for transit risks with the underwriters. The insurance charges will be at tenderer's cost as the materials are to be supplied on F.O.R destination basis. Materials shall be dispatched securely packed so as to avoid damages/losses during transit.

19. PAYMENT:

Payment shall be made only after receipt and acceptance of all the materials as per purchase order at our site within 60 days. Payment will not be released till Tenderer execute the agreement and furnish the Security Deposit amounting to 10% of the total value of the order. Bill shall be prepared in quadruplicate in favor of General Manager (F) – RPCL, Bangalore with a copy each to consignee i.e., Executive Engineer M (S&P), RPCL, Yermarus.

IF ANY OTHER FORM OF PAYMENT IS INSISTED THE CORPORATION RESERVES THE RIGHT OF LOADING THE ADDITIONAL COST TO ARRIVE AT THE LANDED COST WHICH MAY PLEASE BE NOTED.

Whatever may be the other conditions for the rates quoted by the Tenderer it is only the conditions in the schedule or order that will bind the Executive Engineer M (S & P), RPCL Yermarus – 584 134, District Raichur, and if the successful supplier wishes that some other conditions quoted by him also be accepted, he shall specifically raise the issue as soon as the purchase order is received by him and get the same accepted or clarified.

20. PENALTY:

- a. EMD and Security deposit will be forfeited if the Tenderer fails to supply the materials within the stipulated period.
- b. Penalty at the rate of 0.5% of the value of order will be levied for delay in supply of the materials for every week subject to a maximum of 5% value of the order.
- c. If the successful Tenderer fails to supply the materials before the expiry of the stipulated delivery period, the purchaser reserves the right to cancel the order and forfeit the SD/EMD without prejudice to the claim for damages caused to purchaser on account of failure on the part of the supplier.



- d. If the supplier fails to supply the materials within the stipulated delivery period, RPCL at its discretion can reject the materials supplied beyond the stipulated delivery period and the contractor has to make arrangements to take back the materials at his own cost & risk. RPCL will not be responsible for the loss/damage to these materials.

21. QUALITY:

Quality of the materials shall be clearly specified in the tender with relevant ISI& ISO/Standards and the supply shall be as per offer / detailed specification. The supplier should furnish the test certificate of the material free of cost. Supplies not in confirmation to accepted/approved quality shall be liable to be rejected. The supplier shall arrange to collect the rejected materials and replace the same with approved quality materials at his risk and cost within the period of being informed in writing.

22. REJECTION OF DEFECTIVE MATERIAL:

If the materials or any portion thereof, is found defective, or fails to fulfill the requirements of the contract, the purchaser shall give the supplier notice setting forth such defects or failure, and the supplier shall forthwith make good the defective material, or alter the same to make it comply with the requirement of the contract. Such replacement shall be carried out by the supplier within a reasonable time. Should he fail to do so with the requirement of the contract / fail to do so within reasonable time the purchaser may reject and replace, at the cost of the supplier, the whole or any portion of the material, as the case may be which is defective or fails to fulfill the requirement of the contract.

If the materials supplied are found to be substandard and get rejected, the name of such supplier will be circulated to all the power station.

23. FORCE MAJEURE CLAUSE:

If at any time during the continuation of the contract, the performance in whole or in part or any obligation under this contract shall be prevented or delayed by reason of act of god such as war, fire, flood, earthquake, acts of Civil Commotion, acts of Govt. etc.,(herein after referred to as eventuality), then provided not in writing of such happenings of eventuality is given, within 15 days of occurrence thereof either party shall on the reason of such eventuality can terminate this contract without have any claim for damage against the other in respect of nonperformance or delay in performance of the contract, provided such occurrence of eventuality has prevented or delayed the execution / performance of contract for a period exceeding 60 days.

Power cut imposed by the government, if any shall not affect supply of materials by the successful tenderer. Under any condition, the tenderer shall make alternate arrangements on his own, to adhere to the delivery schedule.

24. GRANT OF EXTENSION OF TIME:

In the event the contractor is hindered in the execution of supply for reasons beyond his control which could result in non-completion of supply within the completion period, the corporation may, at the request of the contractor in writing extend the completion period and the contract period by such period as it consider reasonable under the circumstances, provided that such



request shall be made within 07 days of occurrence of the cause necessitating the extension and/or the expiry of the completion period .In this regard, the decision of Executive Engineer M (S & P)/RPCL, is final and binding on the contractor/agency.

25. LIQUIDATED DAMAGES:

Please note that if the materials are not delivered /dispatched within time specified above, the PO may be cancelled and the materials will be purchased at your risk. In addition a penalty of 3% of order value will be levied on you by way of liquidated damages.

26. INSTITUTION OF SUITS:

Any suit or any proceedings arising in any respect under this contract shall be subject to Jurisdiction in law courts at Raichur only. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within the jurisdiction of any such courts. Arbitration in this contract is not acceptable.

Any of the terms and conditions mentioned here under general terms and conditions specifically not commented or not mentioned in your offer shall be construed as accepted and considered for incorporating while processing the offers for ordering.

27. JURISDICTION: Law courts of Raichur.

for **RAICHUR POWER CORPORATION LIMITED,**

sd/-

Executive Engineer (Stores & Purchase)

Yermarus Thermal Power station

Yermarus, Raichur-584734



PRICE BID PROFORMA

Procurement of LUBRICANTS for Conveyor Maintenance at YTPS

Tender Notification No.: EEM7/ET/MA3/EEM8/16-17/145, Dtd:01.02.2017

Sl. No.	Description	Unit	Qty.	Basic Rate/Unit in Rs.	ED@% in Rs.	CST@ % in Rs.	ET in Rs.	P&F in Rs.	Freight Charges in Rs.	Insurance	Others, if any	Rate/Unit in Rs.	Amount in Rs.	
													In Figures	In Words
1.	2010104354 Servo Mesh SP320	Liters	630											
2.	2010204308 Servo System HLP 46 Make: IOCL/ equivalent	Liters	1050											
3.	2010207196 Servo Gem EP-2 Grease Make: Servo/equivalent	kg	546											

Note:

1. The rates quoted shall be inclusive of all applicable taxes, duties, levies etc., and FOR Destination basis (YTPS site premises as directed).
2. The Bidder has to upload the "PRICE BID" in e-procurement portal only in the space provided for uploading "Financial Documents".
3. The rate/percentage (%) of applicable Taxes should be clearly indicated.
4. The total rate of Price bid (F.O.R. Destination Price) has to be quoted in e-procurement portal.

(SIGNATURE OF THE SUPPLIER WITH SEAL)



FORMAT OF CONTRACT AGREEMENT

For orders placed by RPCL to be executed on Rs.100 stamp paper purchased in Karnataka State

This agreement entered into this day of _____ (Month) Two Thousand Seventeen between Raichur Power Corporation Ltd., a Company registered under Companies Act, 1956 having its registered office at No.22/23, Sudharshan Complex, Sheshadri Road, Bangalore-560 001 (hereinafter referred to as "Owner" or Raichur Power Corporation Limited (RPCL) which term shall include its successors and assignees) and M/s. _____ having _____ its _____ registered _____ office _____ at _____ (herein after referred as "Contractor" which term shall include its successors, assignees).

WHEREAS

1. RPCL called a tender for the supply of _____ vide tender No. _____ dated: _____. The offer of M/s. _____ against subject tender and subsequent discussions was accepted by RPCL.
2. It was mutually agreed between RPCL and M/s. _____ to enter into contract for Supply and an overall contract to ensure due performance of all the contractual obligations.
3. RPCL placed Purchase Order for ' _____ ' on M/s. _____ vide Purchase Order No. _____, dated. _____ (herein after referred to as order).
4. The contractor having accepted the order was required to execute agreement and to furnish security deposit of 10% of contract/order value in the form of Demand Draft/Bank Guarantee towards contract performance security for due and faithful performance of the contract.
5. The CONTRACTOR has furnished a Demand Draft/Bank Guarantee bearing No. _____, dated: _____ in favour of RPCL, Yermarus, Raichur District for a sum of Rs. _____ (Rupees _____ only) towards performance security from _____ Bank, valid till _____ and further agreed to renew it to the extent required to cover the full contract period including guarantee period under the agreement.

NOW THIS INDENTURE WITNESSTH AS FOLLOWS:

It is hereby agreed and declared by both parties as follows:

That in consideration of the payments to be made to the Contractor by RPCL as hereinafter mentioned, the contractor hereby covenants with RPCL, that the Contractor shall and will duly supply the goods of the quality and description specified and all works and things be performed strictly in accordance with the conditions stipulated therein and those contained in the documents appended thereto under the signature of the authorised signatories of the Contractor and RPCL.

The following documents attached hereto shall form part and parcel of this contract.

- a) Purchase Order.
- b) Following Bid document uploaded through e-portal.



Part -I: Technical bid with General Conditions & Technical Specifications
and Part II: Price Bid

- c) Firm's offer dtd. _____.
- d) Firm's letters dated _____
- e) MOM dtd. _____

In witness whereof the parties M/s. _____ and Raichur Power Corporation Ltd., Yermarus, Raichur District to this agreement have signed this indenture in the presence of the following witnesses.

Contractor's Signature and seal
for M/s. _____

for RAICHUR POWER CORPORATION LTD

(AUTHORISED SIGNATORY)

Witnesses:

1.

1.

2.

2.



**PRPFORMA FOR PERFORMANCE SECURITY OR PERFORMANCE BANK
GUARANTEE**

Note: To be executed on a non-judicial paper of Rs.100/-

Guarantee No.: _____
Amount of Guarantee: _____
Guarantee cover period: from _____ to _____
Last date of lodgement of claim: _____

This guarantee is made on this day of _____ (month) 2016 by _____ (address of the corporate office and branch of BG issuing bank) (hereinafter called the "Bank" which expression shall unless repugnant of the context or contrary to the meaning thereof include its successors in favour of Raichur Power Corporation Ltd, having its Regd. Office at No.22/23 Sudarshan Complex, Sheshadri Road, Bangalore – 560 009 (hereinafter called the 'Owner' which expression shall include the successors, assignees).

WHEREAS the Owner has awarded the supply of " _____ ("The Supply") vide _____, Dated. _____ to M/s. _____ having its Registered Office at _____ (hereinafter called the "Contractor") at the total cost of Rs.- _____ ("Contract Amount") (Rupees _____ Only).

AND WHEREAS it is one of the terms of the Contract that the Contractor shall furnish to the Owner a Guarantee of a scheduled Bank which shall be for % of the Contract amount and shall be valid for the term the Contract and the entire period of defect liability in respect of the said work and till all claims of the owner are satisfied or discharged in terms of the Contract ("BG period").

AND WHEREAS the Bank has, at the request of the Contractor, agreed to give in favour of the Owner a Guarantee in manner hereinafter appearing, which the Owner has agreed to accept.

THIS DEED WITNESSETH as follows:

1. In pursuance of the Contract and in consideration of having entered into the Contract with the Contractor, the Bank hereby guarantee to the Owner due observance and fulfilment by the Contractor, of the terms of the Contract relating to the Work and of the performance guarantee which is a part of the Contract and agrees and irrevocably unconditionally undertakes that if the Contractor fails to observe and fulfil the said terms of the Contract and / or the performance guarantee, then the Bank shall immediately pay to the Owner on demand such sum or, sums of money to the extent of Rs. _____ (Rupee _____ only) being % of the Contract amount. If the Contractor fails to comply with and fulfil all or any of its obligations contained in the Contract the Bank shall also indemnify the Owner against all losses and damages suffered by the Owner as aforesaid and against all costs, in connection herewith and against all costs, charges, expenses which may be incurred by the Owner in connection herewith.

The Bank shall pay the said amount without demur or protest or without recourse protest and without reference to the Contractor. Any such demand of the Owner placed on the Bank shall be final, conclusive and binding on the Bank as regards the amount due and payable by the Bank under this Guarantee.

2. This Guarantee is a continuing guarantee and not revocable except with the previous written consent of the Owner and same as aforesaid it will continue in force until the Contractor has maintained the schedule of delivery of the said work under the said contract and observed and fulfilled the said performance guarantee and all other terms



- and conditions of the said contract and all claims of the Owner are satisfied by the Contractor.
3. The Owner shall have the fullest liberty without affecting in any way the liability of the bank under this Guarantee from time to time to vary any of the terms and conditions of the said contract or to extend time of the Contract or the period for fulfilment and compliance with the terms and conditions contained in the said contract by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Contract or the securities available to the Owner and the Bank shall not be released from its liability under these presents by any exercise by the Owner of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor of any other forbearance, act or omission on the part of the Corporation or any indulgence by the Owner to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect a releasing the Bank from its such liability.
 4. This Guarantee shall not be affected by any change in the constitutions of the Owner by absorption with any other body or corporation and this guarantee will be available / or enforceable by such body or corporation.
 5. All compositions and payments received by the Owner from or on behalf of the Contractor shall be regarded as payments in gross and in the event of the Contract being wound up, the Owner will be entitled to move against the properties of the Contractor in respect of the whole of the Contractor's Indebtedness to the Owner, without any right on the part of the Bank to stand in the Owner's place in respect of or to claim the benefits of such composition and payment or any security held by the Owner until the Owner shall have received the full amount of the claims against the Contractor.
 6. In order to give effect of this Guarantee, the Owner will be entitled to act as if the Bank were the Principal debtor and the Bank hereby waives all and any of its rights of surety ship.
 7. The Guarantee shall continue to be in force notwithstanding the discharge of the Contractor by operation of law and shall cease only on payment of the full amount by the Bank to Owner of the amount hereby secured and on the claim of the Owner against the Contractor in respect of the said Contract being satisfied.
 8. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the Contract given or to be given to the Owner in respect of the said Contract by the Bank (whether alone or jointly with others.)
 9. The Bank further agrees that the Owner shall be the sole judge to decide as to whether the Contractor is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Contract and the decision of the Owner that the said Contractor is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Owner and Contractor or any dispute pending before any Court, tribunal, Arbitrator or any other authority.
 10. These present shall be governed by and construed in accordance with Indian Law.
 11. Subject to Clause 2.0 hereof this guarantee shall remain in force till completion period i.e., up to _____.
 12. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it is delivered.



13. It shall not be necessary for the Owner to proceed against the Contractor before proceeding against the bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Owner may have obtained or obtained from Contractor, shall at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
14. Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) and it will remain in force till _____. Unless a claim or demand in writing is made with us under this guarantee on or before _____ all your rights under the said Guarantee shall be forfeited and we shall be relieved of liabilities there under.
15. Bank undertakes not to revoke this guarantee during its currency except with the previous express consent of the Owner in writing and agrees that any change in the constitution of the Bank or the Contractor shall not discharge our liability hereunder.
16. The Bank declares that it has the power to issue this guarantee under and the undersigned has full powers to do so on behalf of the Bank.

Signature of the issuing Authority with seal
CORPORATE SEAL

For _____ Bank