

RattanIndia

RattanIndia Power Limited

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NOTICE INVITING TENDER

Bulk Transportation of Fly Ash from RattanIndia Power Limited's Amravati Thermal Power Plant in BTAP / BCFC Wagons / Truck, Bulker Through Railway & Road Modes.

NIT No.: RPL / APTCL / Ash Disposal / 2021-22 / 01 **Date:** 19.04.2022

RattanIndia Power Limited's 1350MW Coal-Based power Plant at Nandgaonpeth, Amravati District of Maharashtra, one of the largest coal based thermal power plants in the state of Maharashtra, intends to facilitate use of fly ash, pond ash, fine & superfine fly ash from its Plant to interested parties in the following avenues:

1. Bulk Transportation fly ash through BTAP/BCFC Wagons or by truck, bulker through Railway & road for cement industries.
2. Supply of fly ash, pond ash, fine & superfine fly ash for various other application to end user.
3. Any other method or avenue for disposal of fly ash in line extant law / regulations.

Interested parties are requested to submit their proposal in the specific format by 1900 Hrs. 26th April 2022.

The bidding documents, including general information and formats for submission of their proposal by interested and qualified bidders in response to this NIT are available at: www.rattanindia.com.

All further communication in regards to this NIT will be uploaded on our website. No further newspapers advertisement would be published.

**TENDER DOCUMENT FOR SALE OF
FLY ASH FROM AHP OF
5 x 270 MW UNITS (1350 MW) OF
AMRAVATI THERMAL POWER PLANT,
AMRAVATI, MAHARASHTRA**

TENDER No: RPL/APTCL/Ash Disposal/2022-23/01

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**“INVITATION OF BIDS FOR SALE OF FLY ASH FROM AHP OF
5 x 270 MWAMRAVATI THERMAL POWER PLANT” AMRAVATI, MAHARASHTRA.**

[FOR A PERIOD OF 03 (THREE) YEARS]

INSTRUCTIONS TO BIDDERS:

1. Introduction:

RattanIndia Power Limited (henceforth referred to as “RPL”) intends to promote utilization of fly ash as resource material in accordance with the amendment in notification from Ministry of Environment Forest and Climate Change, Government of India, No. S. O. 5481 (E) New Delhi, dated 31st December 2021. To facilitate utilization of fly ash as resource material, RPL wishes to supply ESP Fly Ash from its 5x270 MW Amravati Thermal Power Plant (ATPP) at Amravati, Maharashtra. RPL thus invites bids from eligible and interested parties for supply of ESP fly ash.

2. Scope:

- a. RPL will provide Ash at one point from Amravati Thermal Power Station on As is Where is basis on Ex-factory terms (freight or insurance on buyer’s account) to any user including Cement Plants, Road Construction or highways construction company or Brick manufacturers.
- b. Purchase of Fly Ash (pulverized fuel ash) from 5x270 MW Amravati Thermal Power Plant of RPL at Amravati, Maharashtra by buyer.
- c. The buyer shall make their own arrangement for taking delivery in their own bulkers or closed trucks or BOXN type Wagons or Jumbo Bag or covered by PVC Sheet.. Buyer shall depute its representative for co-ordination of bulker movement with the seller.
- d. Any bidder must indicate the quantity of Fly Ash (in MT) that the bidder/buyer intends to purchase on a monthly basis from the seller.

3. Invitation of tenders:

- a. RPL invites bids for sale of Fly Ash from ISH or Ash Dyke.
- b. The base rate/floor price for sale of Fly Ash has been fixed as Indian Rupees Fifty only (Rs.50/-) per MT.
- c. Minimum bid quantity for lifting and purchase of Fly Ash ISH or Ash Dyke by any prospective bidder would be 1,00,000 MT/year.

4. Submission of tender:

Filled in tender document is to be submitted by the bidder by 26.04.2022 within 19:00 Hrs. at the address mentioned below or can be sent by email to:-

Mr. Rajesh Kumar,
AVP (Contracts & Commercial)
RattanIndia Power Limited
A-49, Ground Floor,
Road No. 4, Mahipalpur,
New Delhi - 110 037, India
Tel: +91 11 466 11 666
Fax: +91 11 466 11 777
Email: rajesh.k17@rattanindia.com

Mr. Pramod Kumar Sahoo
GM (Contracts & Commercial)
RattanIndia Power Limited
OR
Amravati Thermal Power Plant, Phase I
Plot no. D-2 & D-2 (PART) ,
Additional Industrial area,
MIDC Nandgaon peth,
Amravati 444901.
Email: pramod.sahoo@rattanindia.com

5. Credentials and PQR:

- a) The prospective bidders, who have the required documents to fulfill the criteria of credentials and the Pre-Qualification Requirement (herein referred to as “PQR”) as detailed hereunder for this tender, will send the scanned self-certified copies of the requisite documents as required in tendering process to the seller at the address or by email provided in clause 4 above.
- b) Following shall be the **Pre - Qualifying Requirements** for the bidders:-
 - i. The bidders should themselves be user agency of fly ash products as **per MOEF&CC Notification, dated, 31st December, 2021 to ensuring 100% Fly Ash utilization (including legacy ash) within the prescribed time frame failing which it would be liable to pay the penalty towards environmental compensation at the rate of Rs. 1000/- per MT in line with the said notification.**
 - ii. The average turnover of the bidder during last three financial years should be at least Rs. 5 Cr per year. Audited balance sheet showing business turnover and profit & loss account for last three years should be submitted.
 - iii. The bidder should have utilized at least One Lakh (1,00,000) MT of fly ash in their plants during last year. Bidder shall submit the credentials of utilization of 1 Lakh (1,00,000) MT fly ash in the previous year (FY 2021-22).
 - iv. Every month the successful bidder shall have to lift minimum 20% quantity of the Fly Ash from the ash pond or ISH based on the total monthly ordered quantity of fly ash. In the event the successful bidder is unable to lift the allocated quantity of ash from the ash pond / ISH or has lifted fly ash less than the allocated quantity (during that month), the successful bidder/buyer shall during the next month lift additional fly ash from the ash pond to cover the deficit of the previous month.
 - v. The bidder should be an user agency of fly ash (buyer shall submit undertaking in this regard to the seller as per format enclosed in Annexure-I).
 - vi. Certified copy of buyer’s GST Registration, PAN No., Address Proof and EPF registration issued by competent authority should also be submitted to the seller.

6. Techno-Commercial Bid:

The bidder shall submit the filled in tender documents along with all documents duly stamped and signed by the due date as mentioned in this tender.

7. Price bid:

Bidder shall submit the Price bid as mentioned in Annexure II of this document.

8. Validity of Bids:

The Bidder shall keep the bid valid for a minimum period of One Hundred Eighty (180) days from the last date of submission of the bids.

9. Modification and Withdrawal of Bids:

No bid may be modified / withdrawn in the interval between the bid submission deadline and the expiry of the bid validity period.

10. Owner's Right to accept any Bid or to reject any or all Bids:

Notwithstanding anything mentioned above, RPL reserves the right to accept or reject any bid, either in full or in part or to annul the bidding process and reject all bids at any time prior to allocation of quantity, without assigning any reason thereof.

11. Owner's Right to Vary quantities at the Time of allocation/supply:

RPL reserves the right at the time of allocation or during the period of sale to increase, decrease or delete the quantity of fly ash from that originally specified in the bid documents without assigning any reason. RPL even reserves right to cancel the contract at any stage by giving seven (7) days notice.

12. EMD / Security Deposit (SD):

- a) Within seven (7) days of the issue of letter of award for allocation by the Seller, successful Bidder shall submit the Security Deposit (S.D) for an amount equivalent to 10 Lakhs in the form of Demand Draft or Bank Guarantee of any nationalized bank /scheduled bank *in favor of "RattanIndia Power Limited"* payable at New Delhi on Demand for BG. (BG format enclosed).
- b) The EMD / Security Deposit will be for the full performance of the contract. In the event the buyer commits any default or disagree to lift the allocated quantity of Fly Ash or is in breach of the contract to be executed with the buyer, the Security Deposit will be forfeited by the seller or EMD BG shall be invoked.
- c) EMD / Security Deposit shall be released promptly after the successful completion of the contract in all respects. Time shall be the essence of the contract/LOAs to be executed between the buyer and the seller.

13. Understanding and Clarification of Bid Documents:

- a) The Bidder is expected to carefully read/understand the Bid documents and fully satisfy himself to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Bidder finds discrepancies or omissions in the Bid documents or is in doubt as to the true intent or meaning of any part thereof, he shall at once request in writing to the RPL for an interpretation/clarification of the Bid documents. However, such request must reach the seller three (3) day before the last date of submission of bid, otherwise, the request for clarification shall not be entertained. After receipt of such interpretation or clarifications, the Bidder shall submit his Bid but within the time and date as specified in the invitation to Bid. All such interpretation and clarification shall form a part of the documents and must accompany the proposal. However, this will not be a binding on Owner for reason whatsoever it may.
- b) Verbal clarifications and information given by seller or its employees or representatives shall not be in any way binding on RPL.

14. Award for supply of Fly Ash:

- a) RPL will issue written LOA for sale of Fly Ash to the successful bidder. The successful bidder shall return the duplicate copy of the award letter duly signed & stamped as token of his acknowledgement & acceptance.
- b) RPL shall be the sole judge in this regard.

- c) Bidder/buyer must comply with all requirements and/or notifications for allocation and supply of Fly Ash issued by seller. No extra cost shall be allocated by RPL to the buyer for lifting the Fly Ash ex-factory. In the event the buyer fails to lift the allocated quantity of Fly Ash after allocation by the buyer, in such an eventuality the Security Deposit provided by the seller would be invoked and forfeited automatically without prior information.
- d) Buyers must lift the fly ash completely on a clean sweep basis from the allocated quantity. Quantity indicated in the tender is only an estimated quantity and RPL shall not be liable to the buyer for any loss or damages (direct or indirect) should the actual quantity be less than estimated/ ordered quantity.

15. Taxation:

All applicable taxes, withholding taxes and GST etc. shall be applicable as per the Government Notifications.

16. Bid Proposal Schedule:

Bidders are to quote their annual quantity requirement in the bid price schedule.

17. Deviation:

Any deviation taken in the terms and conditions of the Bid Document by bidder may render the bid non-responsive and same may not be considered. No correspondence shall be made about the rejection of bid.

18. Acquaintances of local conditions:

It will be imperative for the bidder to fully acquaint himself of all local conditions and factors, which shall have any effect on the execution of the work covered under these documents and specifications. The bidder may visit 5x270 MW Amravati Thermal Power Plant, Amravati, Maharashtra before submitting the bid and in such an eventuality the seller should be provided advance written informed of the bidder's visit, minimum two (2) days before the scheduled visit.

19. Confidentiality:

- a) Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for allocation shall not be disclosed to bidders or any other person not officially concerned with such process.
- b) Any effort by the bidder to influence the Owner in the Owner's bid evaluation, bid comparison, or allocation decisions may result in the rejection of the Bidder's bid.
- c) From the time of bid opening to the time of allocation, if any Bidder wishes to contact the Owner on any matter related to its bid, it should do so in writing.

20. Correction of Arithmetical errors:

- a) If there is a discrepancy between words and figures for the quantity, price or period of fly ash required as mentioned in bid price schedule, then the quantity, price or period written in words shall prevail.
- b) If a Bidder does not accept the correction of errors, its bid will be rejected.

21. Settlement of Disputes:

The buyer and the seller shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the bid and/or tender and/or agreement. Unless settled amicably or after fifteen (15) days of mutual settlement talks a party can approach the exclusive Courts in New Delhi to resolve the dispute. The buyer and the seller agree to the exclusive jurisdiction of the Courts in New Delhi.

22. Force Majeure:

Neither party shall be in breach if it is unable to fulfill its contractual obligations due to Force Majeure events. The Force Majeure means an event or circumstance or situation beyond the control of the buyer or the seller which is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the buyer, such as:

- (a) Act of God.
- (b) An act of war, (whether declared or undeclared) hostilities, invasion, acts of terrorism, armed conflict or an act of foreign enemies, blockade, embargo, revolution, military action.
- (c) Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties.
- (d) Riot, civil commotion, terrorism or disorder, unless solely restricted to employees of the Consultant or of its Sub-Contractors.
- (e) Natural phenomena, including but not limited to floods, droughts, Earthquakes and epidemics

If a Force Majeure event arises, the buyer shall promptly notify the seller in writing of such condition and the cause thereof. Unless otherwise directed by the seller in writing, the buyer shall continue to perform its obligations under the agreement/tender/bid as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Either Party has the right to terminate the contract if a single Force Majeure event lasts more than 90 (ninety) days or events in aggregate last more than 120 (one hundred and twenty) days.

23. Insurance:

The buyer shall be fully responsible for maintaining all the insurances as per law of land at its own cost. Bidder's workmen shall have to abide by the rules & regulations including safety & security regulation of the relevant statutory Acts. Entry inside the thermal power plant should only be against Gate Pass for the men and equipment for which buyer will have to apply well in advance before lifting of ash commences.

24. Suspension of the supply:

- a) The seller reserves the right to suspend and reinstate execution of the whole or any part of the supply by providing 15 days of advance written notice. The buyer cannot raise any demand or claim upon the seller as a result of any suspension of supply.
- b) Except in cases of criminal negligence the seller shall not be liable to the buyer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use,

loss of production, or loss of profits or interest costs, in the event of suspension of the supply of fly ash or in the event of reduced quantity of Fly Ash supply or for any other event whatsoever. The aggregate liability of the Seller to the Buyer, whether under the agreement, in tort or otherwise, shall not exceed 10% of the total contract price in an LOA.

25. Recovery of Sum Due and set-off:

The seller may set-off any claim / payment pending of the buyer and the seller shall be entitled to recover such sum in whole or in part, from the advance deposited against fly ash and /or the Security Deposit deposited by the buyer.

26. Safety Requirements:

The buyer shall ensure safety and security of all its personnel, working at different places in connection with this supply and shall be fully responsible for the same. All safety tools and tackles required including but not limited to helmets, goggles, gas masks, respiratory masks, gumboots, shoes, safety belts (wherever required) will be provided by the buyer. The buyer shall also ensure safety and security of all RPL and seller's delivery personnel.

27. Conduct:

The buyer shall comply with the laws of the land where the activities are performed and the buyer shall give all notices and pay all fees and other charges for purchasing fly ash and at all times take all reasonable precautions to prevent any unlawful, notorious or disorderly conduct by or amongst the buyer's staff and labour and for the preservation of peace and protection of persons and property in the neighborhood.

28. Working Hours:

Delivery of fly ash is intended to be given 24Hrs on all days including Sundays & Holidays as per direction of the Plant Head at Amravati Thermal Power Plant.

29. Breach of Contract:

Poor performance in execution of work or non-execution of the contract in part or full shall be considered default of the contractor leading to breach of the contract. In the event of breach of contract RPL shall have the liberty to get the work executed by other agency or by RPL's own resources for the remaining period of the contract at the cost and risk of the contractor. RPL shall give a notice of 14 days to the contractor in the event of breach of contract before resorting to any alternative arrangements. The extra cost so incurred in this regard shall be recovered by RPL from the contractor's receivable, guarantee etc.

30. Commencement of first off take:

Commencement of first off take should not exceed beyond Ten (10) days from the date of issue of award letter (LOA) and as per terms and conditions of the award letter (LOA) unless specifically agreed otherwise in writing by RPL.

31. Fly Ash Weight for invoicing:

Fly ash shall be issued based on actual weighing at plant premises. Weight so recorded shall be considered final. In case, no arrangement of weighment of bulkers / trucks / Rail Wagon is available, the quantity will be measured on the basis of volume and density of fly ash. In this regard, the decision of Engineer-in-charge of the seller will be final and binding.

32. Penalty Cum Termination of Contract:

- a) The buyer shall have to off take minimum **80%** of monthly allocated quantity of fly ash from ISH as well as pond ash.
- b) In the event the buyer could only lift a minimum of **80%** of allocated quantity during any month, the leftover /balance quantity of fly ash shall be additionally lifted by the buyer in the corresponding month on **Pro Rota basis** in addition to the month's total allocated quantity.
- c) In any financial year the buyer will be allowed a **maximum of 3 (three) defaults for lifting less than 80% of the monthly allotted quantity.**
- d) In the event the buyer defaults to lift a minimum of **80%** of the monthly allocated quantity for the **fourth time** in a year, in such a scenario the agreement may be terminated by the seller and the Security Deposit of the buyer shall stand forfeited automatically after the third default as per 32(c).

33. Shortfall in supply by seller:

- a) Fly Ash is a product of coal combustion, which again is subject to requirement of generation of electricity in the areas earmarked by the regulatory authorities. Scheduled and unscheduled shutdowns also affect generation of electricity and thus generation of Fly Ash may vary. Though all efforts would be made to supply contracted quantity of Fly ash available, the seller does not guarantee availability of Fly Ash in contracted quantity regularly and will not be liable for any compensation or damages for non-availability in required quantity of the same.
- b) In case seller is unable to provide contracted quantity of fly ash due to any reasons including forced outages of the plant, congestions etc. seller shall for any buyer re-adjust and revise the annual / fortnightly contracted quantity. The seller shall not be liable to the buyer for any claims arising out of shortfall in quantity of fly ash, made available to the buyer.
- c) Seller may offer the buyer additional quantity of fly ash at a later date, subject to availability, if both parties agree.

34. Taxes, Duties, & Levies etc:

The Bidder shall be liable and responsible for payment of all statutory levies in the form of any taxes, duties, octroi etc. on the Supply of Fly Ash. Such statutory liabilities, if any, shall be paid by bidder extra at actual.

35. Delivery:

- a) Successful bidders / buyers shall be required to depute their authorized representative to the Ash Handling Plant areas of the thermal power station for coordination and taking delivery of fly ash. The authorized representatives should have valid Identity Proof.
- b) Delivery will be in bulkers or closed trucks or Railway BOXN Wagons or Bulkar Wagon. Open trucks / Wagon will not be allowed to take delivery.

36. Billing:

- a) Buyer shall submit advance payment equivalent to amount calculated for the fly ash to be lifted by the Buyer in a month. In case the amount is exhausted in a month, then the same shall be replenished to maintain the amount. At the beginning of each month the advance amount is to be replenished.

- b) Seller will raise challan(s) on daily basis and invoices on daily/weekly basis and shall deliver to the Buyer(s) an invoice showing the value of the fly ash delivered, along with applicable duty/taxes/cess etc. The same shall be adjusted against the advance payment made by the buyer(s).
- c) Seller has right to suspend the delivery of Fly Ash if advance amount is not available with the Seller by the required date and such suspension of delivery shall be to the account of buyer's default.

37. Dispute regarding over loading:

In case of any problem arising due to overloading of Wagons/trucks/bulkers, RPL and its personnel/authorities shall not be responsible and only buyer shall have to bear the costs as per existing traffic / transport rules.

38. Lifting of pond ash:

- a) Every month the successful bidder shall have to lift a minimum 20% quantity of the Fly Ash from the ash pond / Dyke based on the total monthly ordered quantity of dry fly ash from ISH. The evaluation of quantity of pond ash lifted by the bidder shall also be done on monthly basis.
- b) In case the bidder fails to lift the allocated quantity of pond ash as mentioned above, the un-lifted quantity of pond ash (calculated on percentage basis) shall be deducted from monthly allotted quantity of dry fly ash from subsequent / following month.
- c) In the event of default by buyer for not lifting of allocated quantity in any month, as mentioned above, the buyer shall have to lift additional un-lifted quantity of pond ash in next month. After compliance, the original monthly allotted dry fly ash quantity shall be restored.
- d) Bidders shall have to make their own arrangements for lifting of pond ash.

(On Official Letter head of the Buyer)

Subject: Undertaking for use of Fly Ash in Cement / Construction / or any other ash based Product / Industry (End Use Certificate).

This is to certify that We, M/s -----, are the bidder for lifting the Fly Ash from 5x270 MW Amravati Thermal Power Plant, Amravati, Maharashtra against Bid Specification No. Fly Ash, if allocated to us, shall be used in Cement manufacturing / construction / or any other ash based products / Industry. Whenever required, we hereby agree to submit the relevant documents in support of this undertaking, up to the entire satisfaction of RPL.

(Signature of authorized person) (Name & Designation)

(Seal/ Stamp of Company)

Quantity and Price Format

1. DRY FLY ASH

(a) **Quantity of Fly Ash to be lifted in a year** :

(b) **Price per MT** :
(exclusive of all taxes and Duties)

(c) **Bidder to mention the applicable Taxes and Duties below**

a.

b.

c.

d.

e.

2. POND ASH

(a) **Quantity of Pond Ash to be lifted in a year** :
(20% of Fly Ash Quantity)

(b) **Price per MT** :
(exclusive of all taxes and Duties)

(c) **Bidder to mention the applicable Taxes and Duties below**

a.

b.

c.

d.

e.

DISCLAIMER

1. This tender document is not an agreement with RPL and the Buyer or any other party but merely a tender document. The purpose of the tender document is to provide interested parties with general information for submission of bid. The information is based on certain material and information in public domain.
2. This tender document does not purport to contain all the information each Bidder may require. Each Bidder at its risk and cost should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and obtain independent advice from appropriate sources.
3. Neither RPL nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender document. No claim of whatsoever nature either Financial or otherwise will be entertained by RPL.
4. Neither RPL nor their employees will have any liability to any Bidder or any other person under any statutes including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the information and any other information supplied by or on behalf of RPL or their employees, or otherwise arising in any way from the selection process
5. RPL may in its absolute discretion, but without being under any obligation to do so, update, cancel, amend or supplement, effect any change(s) to this tender document without assigning any reason thereof.

FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

LETTER OF GUARANTEE

To,
RattanIndia Power Limited,
A-49, Ground Floor, Road No-04,
Mahipalpur, South West Delhi,
New Delhi -110037, INDIA.
CIN No.: L40102DL2007PLC169082

In Accordance With Your Tender Enquiry No.Dtd.....
M/s.(hereinafter called the "Bidder") having its Registered Office at, wish to participate in the said bid for the supply of item,Qty: as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. (Rupees.....) valid for a period of 180 days beyond the final bid validity period, is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Indent / Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition with in the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee:

The Guarantee shall be irrevocable and shall remain valid up to(180 days beyond the final bid validity period) If any further extension is required, the same shall be extended to such required period on receiving instruction form the Bidder, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees.). This Bank Guarantee shall be valid up to (date).

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office atsituated at..... (Address of local branch).

Yours truly,

Signature and seal of the
guarantor: Name of Bank:
Address:

Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank.
Bank is requested to take appropriate necessary action on or after expiry of bond period.