

**DAMODAR VALLEY CORPORATION
CHANDRAPURA THERMAL POWER STATION
P.O. CHANDRAPURA: DIST: BOKARO.**

TENDER NOTIFICATION (Short Tender Notice)

No. CT/CE/T-ACOS/(E)/ 257/598

Dated: 06.03..2010

Name of Work : Supply of 158 MT Caustic Soda Flakes, As per IS 252 -1991 (3 rd Revision)
Pure Rayon Grade, Packed in Manufacturer Original HDPE Bags of 50 Kg .

1. Name of Project/Department Issuing Tender: Chandrapura Thermal Power Station
Technical Section, CTPS (O&M).DVC
2. NIT Details: Available on Website (details as per Sl. No. 10 below).
3. Name of the officer with designation, | SHRI A. BAKSHI,
Address, Telephone & Fax No. inviting | CHIEF ENGINEER (O&M) & HEAD OF
Tender/ Issuing Tender Advertisement. | THE PROJECT, DVC CTPS,
| P.O. Chandrapura, Dist. Bokaro,
| Pin – 828 403.
| Telephone No. 06549-242838.
| Fax No. 06549-242279.
4. Estimated Cost : Rs. 39, 10, 500/- (Rupees Thirty Nine
Lakh Ten Thousands Five Hundred only).
5. Earnest Money to be deposited : Rs. 78, 210/- (Rupees Seventy Eight
Thousand Two Hundred Ten only).
6. Cost of Tender Paper : Rs. 500/- (Rupees Five Hundred only)
(Non-Refundable)
Cost of Tender Paper is to be deposited in Cash at the office of the Sr. A.C.A.O., DVC,
CTPS or Bank Demand Draft/Pay Order payable at SBI, Chandrapura (Code No.-2925)
/BOI , Chandrapura (Code no-4855) in favour of Sr. A.C.A.O., C.T.P.S.D.V.C.
7. Tender Selling Period: From 29/03/2010 to 29/04/2010 between 11 AM to 3 PM on
any working day.
8. Last day of Submission of Tender: 07/05/2010 Up to 3.00 P.M.
9. Tender Opening Date : 07/05/2010 at 03.30 P.M.
10. For detailed NIT please visit our website at ‘www.dvcindia.org ‘or
www.tenderhome.com or ‘www.tendercircle.com’ or may contact on e-mail,
‘webmaster@dvcind.org’ in case of difficulty. Bidders are requested to visit DVC
Website regularly for any addendum /corrigendum/extension till opening of the
said N.I.T. Any addendum/ corrigendum /extension till opening of the said
N.I.T will not be published in the newspaper.

Sd/-
For Chief Engineer,
CTPS,DVC.

**DAMODAR VALLEY CORPORATION
CHANDRAPURA THERMAL POWER STATION
P.O. CHANDRAPURA: DIST: BOKARO**

Tender Notice

No. CT/CE/T-ACOS/(E)/257/598

Date : 06.03.2010

For and on behalf of the Damodar Valley Corporation Sealed Tenders are invited by the Chief Engineer(O&M) & Project Head, CTPS, DVC from Bonafide, Experienced and Financially sound suppliers/contractors for the under noted supply.

Name of Work	Estimated Cost (Rs.)	Earnest Money (Rs.)	Cost of Tender Paper (Rs.)	Date of Opening
Supply of 158 MT Caustic Soda Flakes As per IS 252 -1991 (3 rd Revision) Pure Rayon Grade Packed in Manufacturer Original HDPE Bags of 50 Kg	Rs.39,10,500/-	Rs.78,210/-	Rs.500/- (Non-Refundable)	07/05/2010. at 03.30 PM

The Tender/Bids shall be in Single Stage Two Part Three Envelop.

The main Envelope containing the offer must contain three small envelopes - A, B & C with properly Super Scribing thereon as under:-

- A-Envelope: Having the requisite Earnest Money and cost of Tender Paper (if down loaded from website) in the form of Demand Draft/Pay order in favour of the Sr. Addl. Chief Accounts Officer, DVC, CTPS, Chandrapura.
- B-Envelope: Techno-Commercial part with necessary credential and Techno-Commercial Deviation Schedule, if any.
- C-Envelope: Price in details with Cost of Withdrawal of Deviations.

Tender papers will be available from the office of the undersigned on any working day between 11 A.M. to 3 P.M. from 29/03/2010 to 29/04/2010. The Tender paper completed in all respect will be received up-to 3 P.M. of 07/05/2010 and will be opened on 07/05/2010 at 3.30 P.M. No Tender paper will be sold after the mentioned scheduled date i.e. 29/04/2010.

Non-transferable Tender documents and detail specification may be obtained from the Office of the undersigned as per mentioned date & time schedule as fixed above against Cash receipt of tender value mentioned above from the office of the Sr. A.C.A.O., CTPS, DVC or Bank Demand Draft / Pay Order payable at SBI, Chandrapura (Code No.-2925) or BOI, Chandrapura (Code No. 4855) in favour of Sr. A.C.A.O, C.T.P.S, D.V.C. The money paid against the value of Tender document will not be refunded on any account, whatsoever.

In case the Tenderer wishes to obtain Tender document by post, the cost of the Tender Document mentioned above plus a sum of Rs. 100/-(Rupees One Hundred) only should be sent by Bank Draft payable at SBI, Chandrapura in favour of Sr.A.C.A.O, D.V.C, CTPS . However, DVC CTPS takes no responsibility for delay, loss, damage or non-receipt of Tender documents sent by post.

Tender documents can also be downloaded from our website (www.dvcindia.org). However, the Bidders must enclose a Bank Demand Draft/Pay Order payable at SBI, Chandrapura (Code No.-2925) or BOI, Chandrapura (Code No. 4855) in favour of Sr.A.C.A.O, C.T.P.S, D.V.C. of value equal to the cost of Tender documents as indicated in the envelope 'A' while submitting the Offer, failing which the Tender will not be considered.

No. request for extension of Tender opening date will be considered.

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Cost Compensation for Deviations:

Deviations specifically declared by the Bidders in the respective Deviation schedule of as per Annexure-C (to be submitted along with Techno-Commercial Offer) and respective cost of withdrawal of such deviation as per Annexure-D (to be submitted along with the Price bid) only will be taken into account for the purpose of evaluation. The Bidders are required to declare the prices for withdrawal of the deviations declared by them in the Deviation schedule. Such prices declared by the Bidders for the withdrawal of the deviations in the Deviation schedule shall be added to the bid Price to compensate for these deviations. In case Prices for the withdrawal for declared deviations are not furnished by the Bidder, their Offer will be considered as unresponsive and will be rejected. In case the Bidder refuses to withdraw the deviations at the cost of withdrawal indicated by the Bidder in the deviation schedule the bid Security/EMD of the bidder may be forfeited.

Bidders may note that deviations, variations and additional conditions etc. found elsewhere in the bid other than those stated in the deviation schedules, save those pertaining to any rebates, shall not be given effect to in evaluation and if will be assumed that the Bidder complies to all the conditions of Bidding Documents. In case bidder refuses to withdraw, without any cost of the Owner, those deviations which the bidder did not state in the Deviation schedule, the bid security of the bidder may be forfeited.

The Tenderer must accompany the **Earnest Money** in any of the following forms:

- a) Pay order or Demand Draft in favour of the Sr. Addl. Chief Accounts Officer, DVC, CTPS, Chandrapura. payable at SBI, Chandrapura (Branch Code No.-2925) or BOI, Chandrapura (Branch Code No. 4855)
- b) Bank Guarantee from a Nationalized Bank/Scheduled Bank/ Foreign Banks, irrevocable and operative till the validity of the offer as per standard proforma. (Proforma of Bank Guarantee in lieu of E.M.D. is enclosed).
- c) Fixed Deposit Receipt issued by Nationalized Bank endorsed in favour of the Sr. Addl. Chief Accounts Officer, DVC, CTPS, Chandrapura.
- d) DVC bonds duly endorsed in favour of the Sr. Addl. Chief Accounts Officer, DVC, CTPS, Chandrapura.
- e) Post Office National Savings Certificate, having face value equal to the EMD value and duly endorsed in favour of the Sr. Addl. Chief Accounts Officer, DVC, CTPS, Chandrapura.

The Offer accompanied by BG against EMD will only be considered valid on acceptance of the Bank Guarantee . The offer not accompanied by specified EMD in proper form as defined above shall not be considered as valid Tender for opening.

- Note :**
- i) Earnest Money will be refunded to the unsuccessful Tenderers after finalization of Tender and no interest will be paid thereon.
 - ii) Earnest Money will be refunded to the successful tenderer after acceptance of their SDPBG / successful completion of the order.

On the opening day of the Tender, The Envelope 'A' will be opened first to check the contents. If the Envelope 'A' is found, as per our requirement, the Techno-Commercial part i.e Envelope 'B' will be opened. The price part i.e. the Envelope 'C' will be opened at a later date for the Techno- Commercially accepted Bidders only.

The date and time of opening the Price part will be intimated to successful Bidders only.

Bidder's authorized representative / or the Bidder may attend the Price bid opening.

No Revised Price-Bid will be entertained after opening of the Tender unless specifically asked by us.

Cost of Tender paper is to be deposited in cash at the office of Sr. A.C.A.O., DVC, CTPS.

The Small Scale Industries registered with NSIC shall be exempted from payment of EMD and cost of Tender documents. SSI Units seeking such exemption must enclose/produce documentary evidence of valid Registration Certificate from the appropriate Govt. authority giving details such as validity, stores etc. failing which exemption will not be granted.

Qualifying Requirements :

The participating bidder must enclose the documentary evidence in support of the following qualifying requirements along with their Techno-commercial offer failing which the tender may be rejected.

- i) The Bidder must be a reputed concern, who has supplied at least 50% of the quantity of (i.e. 79 MT) Caustic Soda Flakes, As per IS 252-1991 (3rd revision) Pure Rayon Grade as per Specification mentioned in a single order to any Govt./Semi Govt. / Reputed Private Organizations /Municipal Corporation in preceding 3 (Three) years ending last day of month previous to the one in which offers are being invited. Bidders will have to furnish photo copy/copies of furnished PO/PO(s) together with proof of execution i.e. execution certificate in respect of the furnished orders or documents like transporters challan and inspection certificate containing dispatch clearance, excise invoice (Xerox copies) etc. in respect of the furnished orders which can prove the execution of the same and is required for compliance of qualifying

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requirement. P.O date will be considered for the purpose of credential. All documents must be authenticated by the bidder-self-attested with company seal.

ii) Average Annual turnover during last three (3) years ending 31 st March of the previous financial year should be at least 30% of the total estimated cost of the supply.

iii) The bidder must furnish the copy of Annual Accounts report containing Audited Balance Sheet as well as P&L Account for the immediate three preceding Financial Years namely, 2008-09, 2007-08, 06-07 to determine Working Capital position, Overall profitability, Debt Equity Ratio, etc.

iv) A tolerance limit of 5% on the quantum of QR will be provided / allowed at the time of evaluation to take care of the marginal shortfall in financial credential.

v) Documentary evidence in support of Organizational Status i.e. Sole Proprietorship / Partnership / Company Registration / Article of Association / Memorandum as the case may be , must be enclosed

- Packaging of materials should be made in Manufacturer's Original HDPE Bags of 50 Kg.

N.B.: DVC's General Conditions (GCC) of Contracts shall govern the execution of the contract unless otherwise specifically stated in the contract. GCC is available at www.dvcindia.org. Bidders are requested to familiarize them self with the DVC's GCC (General Conditions of contract) before quoting. The Bid should be as per the Terms & Conditions mentioned in the Bid documents and in GCC. However, if any Terms & Conditions mentioned in the Tender documents are in contradiction to that of GCC, the former shall prevail.

TERMS & CONDITIONS :

1) **Price basis :** The Rate quoted by the bidder must be firm till execution of the ordered quantity and on **FOR CTPS basis**. The delivery should be made to CTPS, site store.

In case of Ex-works price, freight charges by road transport up-to CTPS must be indicated separately in % of quoted basic price. Applicable Taxes and Duties will be reimbursed against documentary evidence only. Freight will paid at actual limited to the % of order value indicated by the bidder.

Clear and explicit price along with all Taxes & Duties should be quoted as per given **Price Bid format (Annexure -B)**.

2) **Delivery :** a) First consignment of approx 20 MT is to be delivered within 15 days from the date of purchase order and balance quantity to be delivered as per Consignee's delivery schedule. However, Road permit will be provided along with the P.O. for the first consignment . The same for the balance quantity will be provided along with Delivery Schedule.

b) **Mode of Delivery:** Material is to be dispatched by Road up-to CTPS, Store by your own arrangement.

3) **Inspection & Test :** Material will be Inspected at our site after receipt of material and material will be accepted after Chemical Test at our Chemical Laboratory.

4) **Payment :**

a) 100% payment along with full Taxes & Duties will be made through A/C payee cheque within 15 days from the date or receipt of material at our site & after inspection & acceptance thereof or from the date of receipt of invoice whichever is later, subject to submission & acceptance of 10% SDBG of total order value, as per NIT .

b) Part Payment against part supply is allowed.

c) **Security Deposit cum Performance Bank Guarantee:**

i) Security Deposit in the form of B.G of 10% ordered value /10% ordered value in advance Bank Draft/ Pro rata deduction@10% from the running bill/submitted invoice is allowed up to Rs. 100 Lacs with EMD equivalent (2% of total order value) as initial SD.

ii) The successful Bidder will have to deposit as security, for Satisfactory execution of the order and for performance of the supplied item for an amount equivalent to 10% of the

ordered value in the form of Bank Guarantee (as per DVC format) on Non-judicial stamp paper of Rs.50.00 in the name of Bank within 30 days from the date of issuance of purchase order, from any Nationalized/Schedule Bank and it should have validity initially for 18 months from the date of execution of BG plus 6 months claim period thereafter .

The B.G. is to be submitted to SE (T), CTPS, preferable through Bank and the firm must inform to his banker to address SDPBG to Damodar Valley Corporation, Chandrapura Thermal Power Station, P.O. Chadrapura, Dist. Bokaro , Jharkhand, Pin – 828403 as per enclosed proforma.

No payment, whatsoever will be made till the acceptance of SDBG/deposit of initial SD, as the case may be, as per the Terms of the contract.

Note - Pro-rata deduction @ 10% is also allowed as SD for scheduled upward variation on account of variation of scope/quantity/price for any value of contract irrespective of instrument used for original SD.

- 5) **Liquidated Damages & Risk Purchase:** In case of delay in completion/delivery, for the reasons attributable to the vendor, the Owner reserves the right to recover from the vendor , a sum equivalent to 0.5% of the value of the delayed materials for each week of delay and part thereof subject to maximum of 5% of the total value of the order as LD.
Alternatively, the Purchaser reserves the right to purchase the material from elsewhere at the sole risk and cost of the vender and recover all such extra cost incurred by the Purchaser in procuring the material by the above procedure .
Alternatively, the Purchaser may cancel the order completely or partly without prejudice to his right under the alternatives mentioned above.
- 6) **Offer Validity :** Quotation must be kept valid for **at least 180 days** from the date of opening of the Enquiry /Tender as indicated in the NIT .
- 7) SSI units registered with NSIC, under its single point registration scheme, are exempted from depositing Security deposit for ordering value up-to the monetary limit for which the unit is registered. Small Scale industries seeking such exemption must enclose valid registration certificate from appropriate Govt. Authority giving details such as validity, Stores, monetary limit etc. failing which exemption will not be granted. However, these SSI units will have to submit Performance Guarantee for the materials to be supplied as per DVC norms and to be submitted before the dispatch of materials and no payment will be effected till the acceptance of the same.
- 8) **TAX PAPER:** Up-dated valid copy of ST / VAT Registration Certificate / TIN should be enclosed with the offer without which no order will be issued.
- 9) DVC reserves the right not to accept the lowest rate quoted by a Tenderer and reject any or all the Tenders and to split up and award the Tender to more than one Tenderer without assigning any reason.
- 10) Self Authenticated Copies of all relevant documents, wherever needed are to be submitted along with the Techno-Commercial Bid /offer. However, DVC reserves the right to call for original documents, if needed, failing which the offer is liable to be rejected..
- 11) Tender document must contain Techno Commercial deviation schedule as well as Cost of Withdrawal by deviation schedule . The cost of withdrawal of deviation shall have to be furnished along with Price bid.
- 13) This Enquiry No. and Due date must invariably be mentioned on the Envelop otherwise Tender may be liable to be rejected.
- 14) If there is any discrepancy between the Unit Price and the Total Price which is obtained by multiplying the Unit price and Quantity, Unit price shall prevail and Total Price will be corrected accordingly.
- 15) If there is discrepancy between words and figures in price part, the part mentioned in words shall prevail.

Techno-Commercial Deviation Schedule

Bidder should agree to all the techno-commercial terms and conditions of the bid documents. However, deviation, if any, should be stated as per the following schedule and to be submitted along with the techno-commercial bid failing which it will be presumed that all terms and conditions are acceptable to them. Deviations taken elsewhere and not brought out in the following deviation schedule, the same will not be accepted. The owner reserves the right to reject the offer on account of such deviations if the bidder, on advice of owner, does not withdraw the deviations.

Name of the Project:

Your NIT No.

(Bidder's Name & Address).....

To :
(Purchaser's Name & Address)

Dear Sir,

Following are the deviations proposed by us relating to techno-commercial terms and conditions. We confirm that we shall withdraw the deviations proposed by us at the cost of withdrawal indicated in the price bid falling which our bid may be rejected and Bid Security forfeited.

Sl. No.	Clause No.	Deviation

Date:.....

(Signature)

Place :.....

(Name).....

(Designation).....

(Common Seal).....

NOTE : i) This sheet must be submitted with **Techno -commercial bid**

ii) If there are no deviation, this deviation schedule shall be submitted along with the **Techno-Commercial bid** duly signed and stamped after stating “**NIL DEVIATIONS**”.

Contd...P/6

Cost of Withdrawal of Deviations

Name of the Project :
Your NIT No.
(Bidder's Name & Address).....

To :
(Purchaser's Name & Address)

Dear Sir,

Following are the deviations as proposed by us relating to techno-commercial terms and conditions. We are also furnishing below the cost of withdrawal for the deviations proposed by us. We confirm that we shall withdraw the deviations proposed by us at the cost of withdrawal indicated in this attachment falling which our bid may be rejected and bid Security forfeited.

Sl. No.	Clause No.	Deviation	Cost of Withdrawal in Rs.

Date : (Signature)

Place : (Name).....

(Designation).....

(Common Seal).....

NOTE : Bidders may note that bids containing deviations without the cost of withdrawal price shall be considered as unresponsive offer and will be out rightly rejected. This schedule indicating **the Cost of withdrawal price** for such deviations should be submitted **along with the Price bid** only and will be taken into consideration for the purpose of bid evaluations.

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(On non-judicial stamp paper of appropriate value)
PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

To
DAMODAR VALLEY CORPORATION
CHANDRAPURA THERMAL POWER STATION
P.O.:CHANDRAPURA, DISTT.- BOKARO
JHARKHAND, PIN-825303

Dear Sir,

In accordance with your Notice Inviting Tender
for _____

under your specification No. _____ dated _____
M/s _____ (Name & full address of the firm)

hereinafter called the Tenderer) hereby submit the Bank Guarantee.

Whereas to participate in the said tender for the following.

1. _____ (Nature/items to be supplied as per NIT)
2. _____
3. _____

It is a condition in the tender documents that the tenderer has to deposit Earnest Money amounting to Rs. _____ in respect to the tender, with Damodar Valley Corporation (*) (hereinafter referred to as "Corporation") by a Bank Guarantee from a Nationalized Bank/Schedule Bank/Foreign Bank irrevocable and operative till the validity of the offer (i.e. _____ days from the date of opening of tender) for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents.

And whereas the tenderer desires to secure exemption from deposit of Earnest Money and has offered to furnish a Bank Guarantee for a sum of Rs. _____ to the Corporation as Earnest Money.

Now, therefore, we the _____ (Bank), a body corporate constituted under the Banking Companies(Acquisition and Transfer Undertaking) Act. 1969 and Branch Office at _____ (hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the Corporation of the said guaranteed, amount without any demur, reservation or recourse.

We, the aforesaid bank, further agree that Corporation shall be the sole judge of and as to whether the tenderer has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof to the extent of the Earnest Money required to be deposited by the Tenderer in respect of the said Tender Document and the decision of the Corporation that the Tender has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation shall be final and binding on us.

We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Corporation and it is further declared that it shall not be necessary for the Corporation to proceed against the Tenderer before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the Corporation may have obtained or shall be obtained from the Tenderer at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

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The right of the Corporation to recover the said amount of Rs. _____ (Rupees _____) from us in manner aforesaid will not be precluded/affected, even if, disputes have been raised by the said M/s. _____ (Tenderer) and/or dispute or disputes are pending before any authority, officer, tribunal, arbitrator(s) etc.

Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) only and our guarantee shall remain in force up-to _____ and unless a demand or claim under the guarantee is made on us in writing three months after the aforesaid date i.e. on or before the _____ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

Date _____
(Signature) _____

Place ----- (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WITNESS (with full name, designation, address & official seal , if any)

(1) -----

(2) -----

Contd....P/9

Format for Price Bid

NAME OF THE PLANT :

ADDRESS :

Enquiry/NIT No :

Date :

Sl. No.	ITEM DESCRIPTION	AU	QTY	UNIT EX-WORKS PRICE (Rs.)	UNIT F & I CHARGE OR FREIGHT CHARGE (Rs.)	UNIT FOR DESTINATION PRICE (Rs.)	TOTAL FOR DESTINATION PRICE (Rs.)

Besides above, the following items to be quantified, if applicable.

- i. Packing & Forwarding charges, if any :
- ii. Excise Duty :
- iii. Education Cess :
- iv. Customs Duty, if any :
- v. Sales Tax / VAT as applicable :
- vi. Octroi / any other taxes & duties, if any :
- vii) Cost of withdrawal price :
(as declared by the bidder in the deviation schedule)
- viii) Any other charges :
(to be specifically indicated)

SIGNATURE OF THE BIDDER ALONG WITH SEAL

DATE :

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DAMODAR VALLEY CORPORATION
CHANDRAPURA THERMAL POWER STATION
P.O. CHANDRAPURA – 825 303, DIST. BOKARO (JHARKHAND)
PROFORMA OF BG FOR SECURITY DEPOSIT
(Revised as on 31-03-1993)

TO
DAMODAR VALLEY CORPORATION
CHANDRAPURA THERMAL POWER STATION
P.O.: CHANDRAPURA, DIST: BOKARO
JHARKHAND, PIN-825303

KNOW ALL MEN BY THESE PRESENTS that in consideration of Damodar Valley Corporation, a Corporation constituted and established under the Damodar Valley Corporation Act being Act No. XIV of 1948 and having its headquarters at DVC Towers, VIP Road, Kolkata – 54(hereinafter called “The Corporation”) having agree to accept from

Hereinafter called “the Contractor”) a Bank-Guarantee for Rs. _____ in lieu of cash security deposit for the due fulfillment by the Contractor of the terms & conditions of the *Purchase Order/Letter of Intent/Letter of Acceptance No. _____ issued by the Corporation for (Name & description of the work) _____ he reinafter called “the said *Purchase Order/Letter of Intent/Letter of Acceptance”) we,

_____ hereinafter called “the Guarantor”) do hereby undertake to indemnify and keep indemnified the Corporation to the extent of Rs _____ (Rupees

_____ only against any loss or damage to or suffered by the Corporation by reason of any breach by the Contractor of the terms and conditions contained in the said *Purchase Order/Letter of Intent/Letter of Acceptance of which breach the opinion of the Corporation shall be final and conclusive.

(2) AND WE _____ DO HEREBY GUARANTEE and undertake to pay forthwith on demand to the corporation such sum not exceeding the said sum of Rs. _____ (Rupees

_____) only as may be specified in such demand in the event of the Contractor failing or neglecting to execute fully efficiently and satisfactorily the order for _____

_____ placed with it. (the work tendered for by it) within the period stipulated in the said *Purchase Order/Letter of Intent/Letter of Acceptance in accordance with terms and conditions contained or referred to in the said *Purchase Order/Letter of Intent/Letter of Acceptance in the event of the contractor refusing or neglecting to maintain satisfactory operation of the equipment or work or to make good any defect therein or otherwise to comply with and conform to the design, specification, terms and conditions contained or referred to in the said *Purchase Order/Letter of Intent/Letter of Acceptance.

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(3) We, _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said *Purchase Order/Letter of Intent/Letter of Acceptance including the warranty obligation and that it shall continue to be enforceable till all the dues of the Corporation under or virtue of the said *Purchase Order/Letter of Intent/Letter of Acceptance have been full paid and its claims satisfied or discharged or till the corporation or its authorized representative certifies that the terms and conditions or the said Purchase Order/Letter of Intent/Letter of Acceptance have been fully and properly carried out by the said contractor and accordingly discharged the guarantee.

(4) We, the guarantor undertake to extend the validity of Bank Guarantee at the request of the Contractor for further period or periods from time to time beyond its present validity period failing which we shall pay the corporation the amount of guarantee.

(5) The liability under this guarantee is restricted to Rupees _____ only and will expire on _____ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filed against us within 6(six) months from

_____ (all your rights will be forfeited and we shall be relieved of and discharged from our liabilities (thereunder).

(6) The guarantee herein contained shall not be determined or affected by liquidation or winding up or involvancy or closure of the contractor.

(7) The executant has power to issue this guarantee on behalf of the guarantor and holds full and valid power of Attorney guaranteed in his favour by the Guarantor authorising him to execute the guarantee.

(8) Not with standing anything contained herein above, our liability under this guarantee is restricted to Rs. _____ and unless a demand or claim under the guarantee is made on us in writing or before _____ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

We _____ Bank lastly undertake not to revoke this guarantee the currency except with the previous consent of the Corporation in writing.

In witness whereof we _____ have set and subscribed our hand on this _____ day of _____.

Witness:

Signed, sealed and Delivered

(Stamp) of the Executant.

1) -----

2) -----

(Name & address in full with Rubber Stamp)

Delete the terms which are not applicable. Each page of BG to be signed by the executants with common Bank stamp and date.

Contd.....P/12

Scope of Supply :

Sl. No.	Item Code	Item Description	Quantity
1	3G14051000	Caustic Soda Flakes As per IS 252-1991 (3 rd revision) Pure Rayon Grade Packed in Manufacturer's Original HDPE Bags of 50 Kg	158 MT

Sd/-
For Chief Engineer
DVC :: CTPS