

Annexure-A

PROFORMA OF PERFORMANCE BOND BANK GUARANTEE PERFORMANCE GUARANTEE

Ref. No.

Bank Guarantee No.

Dated:

GUJARAT STATE PETROLEUM CORPORATION LTD
5th Floor, GSPC Bhavan,
Sector - 11, Gandhinagar - 382011
Gujarat (state)
INDIA

Dear Sirs,

In consideration of Gujarat State Petroleum Corporation Ltd incorporated under the companies Act, 1956 having its registered office at 5th Floor, GSPC Bhavan, Sector-11, Gandhinagar - 382011, Gujarat (state) India, (hereinafter referred to as GSPC which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, or meaning thereof include all its successors, administrators, executors and assignees) having entered into a contract No. _____ dated _____ (herein after called the contract which express shall include all the amendments thereto) with M/s. _____ having its Head/Registered Office at _____ (hereinafter referred to as the Supplier/Contractor) which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and assignees) and GSPC having agreed that the contractor shall furnish to GSPC a performance guarantee for Indian Rs. _____ for the faithfully performance of the entire contract//warranty for defects liability during the defects liability period.

We _____ (Name and full address of the bank) registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assigns) guarantee and undertake to pay immediately on first demand by GSPC in writing, the monies to the extent of Indian Rs. _____ (in figures) (Indian Rs. _____ (in words)) without any demur, reservation, contest or protest and/or without any reference to the contractor any such demand made by GSPC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the Bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, tribunal, Arbitrator or any other authority and/or any other matter of thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by GSPC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.

The bank also agree that GSPC at its option shall be entitled to Enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that GSPC may have in relation to the contractor's liabilities.

The bank further agree that GSPC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in GSPC against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such

variation, or extension being granted to the said contract(s) or for any forbearance, act or omission on the part of GSPC or any indulgence by GSPC to the said contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

The bank further agree that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of GSPC under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till GSPC discharges this guarantee in writing whichever is earlier.

This Guarantee shall not be discharged by any change in our constitution, in the constitution of GSPC or that of the Contractor.

The Bank confirms that this Guarantee has been issued with Observance of appropriate laws of the country of issue.

The Bank also agrees that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to exclusive Indian Courts at Ahmedabad, India.

Notwithstanding any thing contained herein above, our liability under this guarantee is limited to Indian Rs. _____ (in figures) (Indian Rs. _____ (in words) and our guarantee shall remain in force until _____ (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of GSPC under this guarantee will cease. However, if such a claim has been received by us by the said date. All the rights of GSPC under this guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the bank through its authorized officer has set its hand and stamp on this _____ day of _____ at _____.

(Signature)
Full name, designation and
official address (in legible letters)
with Bank stamp

Attorney as per
Power of Attorney No.
Date:

WITNESS NO. 1
(Signature)
Full name and official address
Address (in legible letters)

WITNESS NO. 2
(Signature)
Full name and official address
Address (in legible letters)

Annexure-B

PROFORMA OF BANK GUARANTEE FOR ADVANCE

Bank Guarantee No. -----

Dated -----

Gujarat State Petroleum Corporation Ltd,
3rd Floor,
GSPC Bhavan,
Sector -11,
Gandhinagar - 382011
Gujarat (India)

Dear Sirs,

In consideration of Gujarat State Petroleum Corporation Ltd, incorporated under the company's act 1956 having its registered **office at 3rd floor, GSPC Bhavan, Sector - 11, Gandhinagar - 382011**, India (hereinafter called 'GSPC' which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns) having entered into a contract bearing no. _____ dated _____ (hereinafter called the 'Contract' which expression shall include at the amendments, thereto) with M/s. _____ having its Head Registered office at _____ (hereinafter referred to as the 'Contractor' which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and permitted assigns) for _____ (Nature of the work) and GSPC having agreed to make an advance payment to the contractor for the performance of the above contract amounting to Rupees _____ in figures (Rupees _____) (in words) as an advance against the Bank Guarantee to be furnished by the Contractor, under the aforesaid contract.

We _____ registered under the laws (Name of Bank) of _____ having its head/registered office at _____ (hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assigns) do hereby guarantee and undertake to pay immediately on first demand in writing any and all monies payable by the contractor to the extent of Indian Rs. _____ (in figures) (Indian Rs. _____ (in words)) without any demur, reservation, recourse, contest or protest and or without any reference to the contractor. Any such demand made by GSPC on the bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable notwithstanding dispute(s) pending before any court, tribunal, arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents been obsolete and unequivocal. We agree that the guarantee herein contain shall be irrevocable and shall continue to enforceable until it is discharged by GSPC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, binding up, resolution or insolvency of the contractor and shall remain valid, binding and operative against the bank.

The bank also agree that GSPC at its option shall be entitled to enforce this guarantee against the bank as a principle debtor, in the first instance, without proceeding against the contractor and notwithstanding any security or other guarantee that GSPC may have in relation with the contractor's liabilities.

The Bank further agree that GSPC shall have the fullest liberty without the our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said contractor or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in GSPC against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted by the said contract(s) or for any forbearance act or

omission on the part of GSPC or any indulgence by GSPC to the said contractor(s) any such matter or thing whatsoever which under the Law relating to sureties would but for this provision have effect of so relieving.

The Bank further agree that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract, all dues of GSPC under or by virtue of this contract have been fully paid and its claim satisfied or discharged this guarantee in writing whichever is earlier.

This Guarantee shall not be discharged by any change in our constitution in the constitution of GSPC or that of the Contractor.

The Bank confirm that the this guarantee has been issued with observance of appropriate laws of the country of issue.

The Bank also agree that this guarantee shall be governed and construed in accordance, with Indian laws and subject to exclusive Indian courts at Ahmedabad, India.

Notwithstanding anything contained herein above, our liability under this guarantee is limited to Indian Rs. _____ (in figures) (Indian Rs. _____ (in words)) and our guarantee shall remain in force until _____ (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of GSPC under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of GSPC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness thereof, the bank through its authorized officer has set its band and seal on this _____ day of _____ At

Witness No.1

(Signature)
Full Name and Official
Address (In legible letters)

Witness No. 2

(Signature)
Full Name and Official
Address (In legible letters)

(Signature)
Full Name, Designation
and Official Address
(In legible letters) with
Bank stamp

Attorney as per power of
Attorney No. _____
Dated _____

ANNEXURE - I

FORMAT FOR NO DEVIATION CERTIFICATE

On bidder's Letterhead

NO DEVIATION CERTIFICATE

We, (Bidder's Name), confirm our acceptance of all terms and conditions without any changes, mentioned in enquiry document (GSPC/ADM/PROJ/2012/01) and subsequent Addendums/Clarifications with respect to Engineering Consultancy for projects P1 & P2 and withdraw all deviations.

For (Bidder's Name)

Authorized Signatory with seal

Date:

Place: