

### **Event through MSTC Limited**

**ANDREW YULE & CO. LTD.** (herein after referred to as 'AYCL') intends to appoint a Project Developer for Supply, Installation, Testing Commissioning, Operation and Maintenance of Electric Vehicle (EV) Hub along with allied infrastructure facility for Development of the Proposed EV Charging Hub at Thakurpukur facility at M. G. Road, Thakurpukur, Kolkata- 700104 of AYCL on Build, Operate and Transfer (BOT) basis on behalf of Andrew Yule for a Project Period of 05 years extendable for another 10 years (two terms of 05 years each).

#### **Schedule of Events**

1.	Bidding Event No.	:	<b>MSTC/ERO/Andrew Yule &amp; Co Ltd/12/Kolkata/24-25/6914[437011]</b>
2.	e-Auction Event No.	:	<b>MSTC/ERO/Andrew Yule &amp; Co Ltd/12/Kolkata/24-25/6914[437011]</b>
3.	Mode	:	Bidding /e-auction as per details mentioned in NIT Offline submission of the Bids.  The intending bidders are required to submit their offer physically.
4.	Date of Pre-Bid meeting	:	2024-05-17/15:30:00
5.	Date of availability to vendors for downloading of NIT in <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>	:	2024-05-10/18:00:00
6.	Last date of submission of desired documents Offline	:	2024-05-30/17:00:00
7.	Bidding Event Start Date/Time for bidders	:	2024-05-10/18:00:00
8.	Bidding Event Close date/Time for bidders	:	2024-05-30/17:00:00
9.	e-Auction Event Start Date/Time for bidders in <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>	:	2024-06-04/12:00:00
10.	e-Auction Event Close date/Time for qualified bidders in <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>	:	2023-06-04/16:00:00

Catalogue along with NIT for details pertaining to the Event can be downloaded from MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com). Corrigenda or clarifications, if any, shall be hosted in AYCL website only.

AYCL reserves the right to accept or reject any offer.



**LIMITED NOTICE TO BID**

**FOR**

**“Selection of Project Developer for Supply, Installation, Testing Commissioning, Operation and Maintenance of Electric Vehicle (EV) Hub along with allied infrastructure facility for Development of the Proposed EV Charging Hub at Thakurpukur facility at M. G. Road, Thakurpukur, Kolkata- 700104 of AYCL on Build, Operate and Transfer (BOT) basis on behalf of Andrew Yule for a Project Period of 05 years extendable for another 10 years (two terms of 05 years each).”**

### BID SHEET

Project Summary	<p><b>Name of Bid:</b> "Selection of Project Developer for Supply, Installation, Testing Commissioning, Operation and Maintenance of EV Chargers along with allied infrastructure at the Proposed EV Charging Hub at Thakurpukur facility of AYCL on Build, Operate and Transfer (BOT) basis on behalf of AYCL for a Project Period of 05 years extendable for another 10 years (two terms of 05 years each)."</p> <p><b>Bid Document No:</b> AYCL/EV/E-KO/001</p> <p><b>Bid Issuance Date:</b> 2024-05-10</p>
Earnest Money Deposit (EMD)	<p>INR 10,00,000/-                  In Words: Rupees Ten Lac Only                  (in favor of "ANDREW YULE AND CO. LTD (AYCL)" through NEFT/ RTGS payable at KOLKATA. ACCOUNT NUMBER 0101050013341, Punjab National Bank, N.S.Road Branch, Kolkata – 700001, IFSC CODE: PUNB0010120 or in form of DD / BG. EMD to be valid up to 225 days from the date of techno-commercial bid opening)</p>
Bid Document Sale Date & Timing, i.e., Last date & time for downloading Bid from website	<p>Start date: 2024-05-10, 06:00 PM                  End date: 2024-05-30, 05:00 PM</p>
Virtual Pre-Bid Meeting	<p>Date: 2024-05-17                  Time: 03:30 PM                  Link: <a href="https://meet.google.com/sih-fjxq-bbk">https://meet.google.com/sih-fjxq-bbk</a></p>
Offline proposal with signed NIT and EMD submission Period	<p>2024-05-10 06:00 PM till 2024-05-30, 05:00 PM</p>
Technical Bid(s) Opening Date	<p>2024-05-30 after 06:00 PM</p>
Bid Validity	<p>180 days from the date of opening of technical e-Bid</p>
Commercial e-Bid(s) Opening Date	<p>To be intimated by e-mail to Qualified Bidder</p>
Bid to be Addressed to	<p>DGM (Business Development-WPC)                  Andrew Yule &amp; Co. Ltd                  8, Dr. Rajendra Prasad Sarani,                  Kolkata - 700001</p>

#### 1. SCOPE OF WORK: -

1.1. **Brief:** Location survey, planning, designing, engineering, manufacturing/procurement, testing, inspection, packing, loading, supply, transportation, insurance, delivery to the project site, unloading, handling, storage, installation, erection, and all related civil works of the EV-Public Charging Station (PCS) & its related infrastructure. The scope of the Selected Bidder would be deemed to include all such items which although not specifically mentioned in the IFB (Invitation for Bid), but are needed to make the EV-PCS complete in all respects for its safe, reliable and trouble-free operation during the Project Period.

1.2. **Project Period:** The scope of work and obligations of the Selected Bidder shall be for the total Project Period of **05 years extendable for another 10 years (two terms of 05 years each)**, from the date of site handover. However, any change in status of AYCL or any direction to AYCL or concerned ministry, Govt. of India or any specific direction to the industry thereof with regard to business segment or property shall be applicable & binding upon the selected bidder.

1.3. **Nodal Officer:** Selected Bidder shall appoint their Nodal Officer for this Project.

1.4. **Location assessment:** Bidder shall undertake a detailed location assessment (as required) to design & plan for the deployment of EV-Public Charging Station. Selected Bidder shall share the plan with AYCL & changes in the plan (if necessary) to be finalized on mutually agreed terms when demanded by AYCL.

1.5. **Charger procurement and installation:** The Selected Bidder shall procure, install, test and commission the charging infrastructure, including necessary auxiliary equipment such as canopy, barricading, vehicular parking space floor painting, etc. required for the Charging Infrastructure/EV-HUB.

1.6. **Reputed Brands/Makes:** The Selected Bidder must use reputed brands/make of EV chargers, electrical cables, parts or components. The EV Chargers must meet the Phased Manufacturing Programme (PMP) for EV Charger Parts under FAME India Scheme Phase-II vide notification No.: 1(2)/2020- NAB-II(Auto) (21949) dated 02nd Nov 2021 and any amendments thereof.

1.7. **Investment:** Selected Bidder shall be completely responsible for all Investments for setting up of the EV Hub, including the power infrastructure to be installed. To achieve the successful development and bankability of the project, AYCL may provide at its discretion adequate support to the project by providing corporate assurance/guarantee incase the project is implemented through Debt mechanism from any schedule commercial bank of India upto the period of project implementation & start of commercial run not exceeding 6 months from the date of signing of agreement or handover of site whichever is earlier.

1.8. **Permits and Approvals:** Bidder on behalf of AYCL shall be responsible for applying for necessary permits and approvals including Chief Electrical Inspector Department (CEIG), if any, required for the successful commissioning of the EV charging station/EV-Hub. The cost incurred (if required) for obtaining necessary permits and approvals shall be borne by Selected Bidder for the allocated area of the identified project. In case, any lapse is found on part of bidder by the statutory authority and any penalty is imposed on AYCL due to the same, the selected bidder shall be responsible for making such payment.

1.9. **Charger design, engineering and testing:** Selected Bidder shall be completely responsible for the design, engineering and testing of EV charging stations including the power infrastructure. All proposed chargers should be tested and approved by ARAI / ICAT. AYCL shall reserve the right to carry out Pre-Dispatch Inspection of the EV Chargers.

1.10. **Minimum Use of Plastic:** The Selected Bidder have to ensure that plastic in any form is not used (or used where entirely necessary) during the manufacturing, packaging or transportation of the EV chargers.

1.11. **Materials to use and not to use:** Materials used throughout the construction of the charging station should reflect the eco-friendly nature of Electric Vehicles i.e., (i) Avoid using concrete as much as possible as material; (ii) Natural materials like bamboo or any other recycled components for construction should be used as much as possible; (iii) Luminescent paint should be used to facilitate better visibility; (iv) Any stickers or branding used should be reflective.

1.12. **Canopy:** EV chargers should be covered by a canopy to protect them from adverse weather conditions with sufficient protection from wind load, seismic load and dust/water protection as per IS standards for outdoor units. The canopy should be illuminated with LED lights during evening hours, preferably with an auto daylight sensor or remotely through GPRS. The canopy should be painted and rust-free. Proper wiring conduits or channels should be used. All the rules, regulations, statutory requirements, clearances, guidelines from time to time shall be complied with. All water, power & other infrastructure will be developed by the bidder.

1.13. **Branding:** The selected bidder should do the branding in consultation with AYCL.

1.14. **Information to be displayed:** The Selected Bidder should display the procedure to enroll /onboard and use the EV chargers, the list of compatible vehicle models, pricing information, contact details of its customer care service, etc. on the mobile application and the EV charging stations.

1.15. **Civil Works:** EV charger's foundation, cable laying, proper routing keeping the aesthetic of the locations and safety, restoration, vehicular space parking floor painting, etc. with necessary arrangements as per site requirements shall be in the scope of the Selected Bidder.

1.16. **Tools and Plants:** All the Tools and Plants, including Special T&P, testing and measuring instruments required for the implementation, operation and maintenance of the project are to be arranged by the Selected Bidder.

1.17. **Earthing:**

**1.17.1.** Earthing must be per CEA guidelines/regulations (latest Amendments) and as per Indian Electricity Rule 1956 Section 61 and as per IS 3043 (1987) (Latest amendments), National Electricity Code – 1985 of BIS as per site requirement & nature.

**1.17.2.** The Selected Bidder is bound to follow all regulations issued by the state/central government.

**1.17.3.** The Selected Bidder has to fulfil all requirements in this regard without any additional cost to AYCL or its Client(s).

**1.17.4.** After every 6 months, the earth resistance and neutral-to-earth voltage should be recorded by the Selected Bidder with its instruments and keep a record of such report(s). A record of every earth test made, and the result thereof should be kept by the Selected Bidder for not less than two years after the day of testing. It should be available to the Inspector or any officer appointed to assist the Inspector and authorized under sub-rule (2) of rule 4A when required Indian Electricity Rule.

**1.17.5.** A report should be submitted to AYCL whenever required by AYCL.

1.18. **Power Connection:** AYCL shall be responsible for applying for a new power connection from the local DISCOM and the selected Bidder shall be responsible for documentation and towards any charges for the new power connections i.e., the cost of electricity connection, including electrical infrastructure development (if required) shall be borne by Selected Bidder for the allocated area of the identified project. The power connection costs shall comply with the latest grid code of the DISCOM.

1.19. **Upstream Electrical Infrastructure:** The cost of upstream electrical infrastructure (including but not limited to the cost of transformer) required for bringing power supply to the charging infrastructure and other cabling and civil work required, is to be incurred by the Selected Bidder.

**1.20. Meter Box cum Distribution Box:**

- 1.20.1.** The Selected Bidder has to provide one all-terrain rust-proof meter box cum power distribution box for housing energy meter and incomer MCB/MCCB/ with Display glass 5"x7". The meter box shall be of IP55 rating, duly powder coated, GI or CRCA sheet 1.6mm minimum thickness.
- 1.20.2.** The meter box shall have the provision of fixing the unit with a meter box stand.
- 1.20.3.** The meter box shall have the provision of wall mount, pole mount and floor mount.
- 1.20.4.** The size of the meter may vary for the type of charger.
- 1.20.5.** The Selected Bidder has to ensure to provide the necessary wall or stand type arrangement for meter box mounting.
- 1.20.6.** The Selected Bidder has to fulfil the above requirement as per local DISCOM or Client.
- 1.20.7.** The Selected Bidder has to provide all necessary components e.g., CTs, mounting panels etc. as per CEA guidelines/regulations.

**1.21. Energy Meter:** The selected Bidder shall be responsible for the installation of an energy meter through DISCOMs at the input point of the power supply for obtaining the actual energy consumption of EV SUPPLY EQUIPMENT (EVSE). The monthly/quarterly total units consumed by the EVSE and DISCOM meter should be measured. In case of deviation, the Selected Bidder would coordinate with the Central Monitoring System (CMS) and/or DISCOM and the SelectedBidder should resolve the mix-matching issue.

**1.22. Electricity Bill:** Payments as per the billed units by DISCOM, must be paid within the due date, by the Selected Bidder. Any late payment-related issues and disconnection by DISCOMs will be dealt by the Selected Bidder and AYCL will not be held responsible.

**1.23. Charging Management System (CMS):** The charging station shall be operated through the cloud-based solution technology owned by the Selected Bidder. The Selected Bidder must ensure that there is a standard Open Charge Point Protocol (OCPP) capability for CMS integration. Furthermore, the Selected Bidder should ensure that AYCL receives real-time notifications and on-demand reports on all EV-Public Charging Station.

**1.24. Billing:** Billing, invoicing, revenue collection, deposit of taxes, etc. shall be in the name of AYCL to EV end-user. Selected Bidder shall carry out all the activities on behalf AYCL. AYCL will assist the selected bidder for any documentation required for the same. AYCL reserves the right to place it's own Project Manager/Account's Manager at the site.

**1.25.** AYCL reserve the right to place site manager/account head on behalf of AYCL for monitoring operation & accounting. The selected bidder shall mandatorily follow all statutory accounting mechanism and shall provide all documents related to the accounts to AYCL as and when asked for during third party auditing /audit-inspection/vigilance inspection. Non-compliance/ Non-availability of the required documents may be dealt as breach of the contract.

**1.26. User Service:** The Selected Bidder shall provide end users with a customer care service number (preferably toll-free), with a prompt grievance redressal mechanism for challenges in using the EV charging stations. Standards of quality must be maintained by the Selected Bidder, and it will be monitored periodically by AYCL.

**1.27. Insurance:** The Selected Bidder shall be responsible for taking sufficient & appropriate insurance from reputable insurance companies, at its own cost and expense, during the term of the Project as per the following:

- 1.27.1.** Workers' Compensation Insurance or AYCL's Liability Insurance, that complies with all applicable Worker's Compensation Laws governing the Selected Bidder and all employees working for the Selected Bidder.
- 1.27.2.** Commercial General Liability Insurance, written on an occurrence basis, including without limitation to bodily injury, property damage, fire damage, contractual liability, independent contractor liability, personal and advertising injury, completed operations and products liability, 3rd party liability arising out of but not limited to construction, installation, operation,
- 1.27.3.** Third Party Motor Liability or Automobile Liability Insurance, if applicable, written on an occurrence basis, including all owned, non-owned and hired vehicles used in conjunction with the Scope of Works for Bidder hereunder for bodily injury or property damage with limits that comply with applicable local laws.
- 1.27.4.** Property 'All-Risks" Insurance against loss or damage by fire, flood, cyclones, tsunami, windstorm, earthquake, water leakage, theft, terrorism, vandalism, lightning strikes, and malicious mischief and other risks that are usually covered by standard "all risks" policy form covering the damage or loss of the property owned by or in the possession, custody or control of the Bidder. Cover must be for an amount not less than 100% replacement value. Such insurance shall extend to cover the construction, installation, maintenance, removal and re-location of EV charging stations and related infrastructure.
- 1.27.5.** All policies shall be specifically endorsed to provide that the coverages obtained by virtue of this project will be primary and that any insurance carried by AYCL shall be excess and non-contributory. All policies shall be specifically endorsed to provide that such coverage shall not be cancelled or materially changed without at least thirty (30) days' prior written notice to the AYCL. Bidder shall waive and cause its Insurers to waive any rights of recovery and subrogation it may have against AYCL and their respective affiliates with respect to any claim and this waiver shall survive the termination of this project.
- 1.27.6.** Upon execution of this project and thereafter ten (10) days before any renewals, the Selected Bidder to provide AYCL with certificates of insurance (and, if requested by the AYCL, copies of the policies) which evidence the required coverages.

**1.28. Payment Mechanism:** The project shall work under Escrow Mechanism Payment System with any scheduled bank of India with standing instructions on the disbursement of receivables between the selected bidder and AYCL for all payment receivables from EV Hub operations like fleets operators, allied service providers, advertisers etc. The bank charges incurred for maintenance of the Escrow account shall be borne by the selected bidder & AYCL equally.

**1.29. Termination:**

#### **TERMINATION IN EVENTS OF DEFAULT**

##### **1.29.1.Events of Default**

Event of Default shall mean either Selected Bidder Event of Default or the AYCL Event of Default or both as the context may admit or require.

##### **1.29.2.Selected Bidder Event of Default**

In addition to any events specified elsewhere in this Tender, any of the following events shall constitute an Event of Default by the Selected Bidder ("Selected Bidder Event of Default"):

- a) The Selected Bidder has failed to upkeep the downtime of less than 25% of EV Chargers for continuous period of 15 (Fifteen) days in any Month.
- b) The Selected Bidder is in Material Breach of any of its obligations under this Tender in respect of which a specified time period has not been specified in this Tender and the same has not been remedied for more than 28 (twenty eight) days.
- c) Any representation made or warranty given by the Selected Bidder under this Tender is found to be false or misleading.
- d) A resolution for voluntary winding up has been passed by the shareholders of the Selected Bidder.
- e) Any petition for winding up of the Selected Bidder has been admitted and liquidator or provisional liquidator has been appointed or the Selected Bidder has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the AYCL, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Selected Bidder under this Tender;
- f) Abandonment of the Project by the Selected Bidder.
- g) The Selected Bidder has unlawfully repudiated this Tender or has otherwise expressed an intention not to be bound by this Tender.
- h) The Selected Bidder has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 90 (ninety) days.
- i) The Selected Bidder fails to obtain and maintain a valid Performance Bank Guarantee for the requisite amounts in terms of this Tender.
- j) If the Selected Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Selected Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Selected Bidder takes or suffers any other analogous action in consequence of debt.
- k) If the Selected Bidder assigns or transfers the Contract or any right or interest therein in violation of the provision a) has abandoned or repudiated the Contract b) has without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the AYCL to proceed c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause d) refuses or is unable to provide sufficient materials, services or labour (adequate resources) to execute and complete the Facilities in the manner specified in the program furnished hereof, at rates of progress that give reasonable assurance to the AYCL that the Selected Bidder can attain Completion of the Facilities by the Time for Completion hereof.



### **1.29.3.TERMINATION FOR CONVENIENCE:**

AYCL may at any time terminate the Contract in whole or in part for it's convenience by serving atleast 6 months prior written notice on the Selected Bidder any time during the currency of the Contract. Notice shall also indicate inter-alia, the extent to which the selected bidder performance under the contract is terminated and the date with effect from which such termination become effective.

Upon receipt of the notice of termination hereof, the Selected Bidder shall either immediately or upon the date specified in the notice of termination:

- a) cease all further work, except for such work as the AYCL may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition.
- b) terminate all subcontracts, except those to be assigned to the AYCL.
- c) remove all Selected Bidder's Equipment from the Site, repatriate the Selected Bidder's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition.

### **1.29.4.AYCL Event of Default**

Any of the following events shall constitute an event of default by the AYCL ("AYCL Event of Default"), when not caused by a Selected Bidder Event of Default or Force Majeure Event:

- a) AYCL has failed to make any payments due to the Selected Bidder and more than 90 (ninety) days have elapsed since such default.
- b) AYCL is in Material Breach of any of its obligations under this Tender and have failed to cure such breach within 30 (thirty) days of receipt of notice thereof issued by the Selected Bidder.
- c) AYCL have unlawfully repudiated this Tender or otherwise expressed its intention not to be bound by this Tender.
- d) A resolution for voluntary winding up has been passed by the shareholders of the Selected Bidder.
- e) AYCL have unreasonably withheld or delayed grant of any approval or permission within its respective jurisdictions and such delay and withholding is not attributable to Selected Bidder or Force Majeure which the Selected Bidder is obliged to seek under this Tender, and thereby caused or likely to cause Material Adverse Effect.
- f) Any representations made, or warranties given by the AYCL under this Tender have been found to be false or misleading.

### **1.29.5.Termination due to Event of Default**

### **1.29.6.Termination for Selected Bidder Event of Default**

- a) Without prejudice to any other right or remedy which the AYCL may have in respect thereof under this Tender, upon the occurrence of a Selected Bidder Event of Default, the AYCL shall, be entitled to terminate this Tender in the manner as set out under Article 1.29.6 (b) and Article 1.29.6 (c).

Provided however that upon the occurrence of a Selected Bidder Event of Default as specified under Article 1.29.2, the AYCL may terminate this Tender by issue of Termination Notice in the manner set out under Article 1.29.8 after giving the Selected Bidder an opportunity of hearing.

- b) If AYCL decides to terminate this Tender pursuant to preceding Article (a), it shall in the first instance issue Preliminary Notice to the Selected Bidder. Within thirty (30) days of receipt of the Preliminary Notice, the Selected Bidder shall submit to the AYCL in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Selected Bidder's Proposal to Rectify").

In case of non-submission of the Selected Bidder's Proposal to Rectify within the said period of 30 days, the AYCL shall be entitled to terminate this Tender by issuing Termination Notice, and the Performance Security of the Selected Bidder shall get forfeited.

- c) If the Selected Bidder's Proposal to rectify is submitted within the period stipulated therefore, the Selected Bidder shall have further period of 30 days to remedy/ cure the underlying Event of Default. If however the Selected Bidder fails to remedy/cure the underlying event of default within such further period allowed, the AYCL shall be entitled to terminate this Tender, by issue of Termination Notice and the Performance Security of the Selected Bidder shall get forfeited.

#### **1.29.7. Termination for AYCL Event of Default**

- a) Without prejudice to any other right or remedy which the Selected Bidder may have in respect thereof under this Tender, upon the occurrence of the AYCL Event of Default, the Selected Bidder shall be entitled to terminate the Contract by issuing Termination Notice.
- b) If the Selected Bidder decides to terminate the Contract pursuant to preceding Article (a) it shall in the first instance issue Preliminary Notice to AYCL. Within 30 days of receipt of Preliminary Notice, the AYCL shall forward to the Selected Bidder its proposal to remedy/ cure the underlying Event of Default (the "AYCL Proposal to Rectify"). In case of non - submission of Proposal to rectify (by the AYCL) within the period stipulated therefore, Selected Bidder shall be entitled to terminate the Contract by issuing Termination Notice.
- c) If AYCL Proposal to Rectify is forwarded to the Selected Bidder within the period stipulated therefore, AYCL shall have further period of 30 days or appropriate time depending upon the nature of default to remedy/ cure the underlying Event of Default. If however, AYCL fails to remedy/ cure the underlying Event of Default within such further period allowed, the Selected Bidder shall be entitled to terminate the Contract by issuing Termination Notice.

#### **1.29.8. Termination Notice**

If a Party has become entitled to terminate the Contract pursuant to the preceding sub article 1.29.6 or 1.29.7, it shall issue Termination Notice setting out:

- a) in sufficient detail the underlying Event of Default.
- b) the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice.
- c) the estimated termination payment including the details of computation thereof; and,
- d) any other relevant information.

#### 1.29.9. Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that.

- a) until Termination is final, the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project.
- b) the Project is handed back to the AYCL by the Selected Bidder on the Termination Date free from any Encumbrance along with any payment that may be due by the Selected Bidder to AYCL.

#### 1.29.10. Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in the Contract, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

#### 1.29.11. Termination Payment for AYCL Event of Default

Upon Termination of this Tender on account of AYCL Event of Default, the Selected Bidder shall be entitled to receive back the Performance Security and installed equipment/infrastructure which has been put up by the Selected Bidder during the initial tenure of the project. However, the return of performance security & the equipment/infrastructure shall not be applicable during the extended tenure of the project. No termination payment shall be made to the selected bidder.

#### 1.29.12. Termination Payment for Selected Bidder Event of Default

- a. Upon Termination of the Contract on account of Selected Bidder Event of Default, no Termination Payment shall be made to the Selected Bidder and AYCL shall be entitled to forfeit the Performance Security of the Selected Bidder. However, plant equipment/infrastructure which has been put up by the Selected Bidder will be allowed to be taken out subject to clearance of all dues & recoveries of AYCL.

1.30. **Documentation:** The Selected Bidder must provide all project relevant data/information/ documentation/etc. to AYCL, which shall be required to claim financial incentives from the Ministry of Heavy Industries (MHI), Government of India. AYCL shall pass-on any financial incentives received from the Ministry of Heavy Industries (MHI), Government of India to the selected bidder as the project is being implemented in BOT Model.

1.31. **Operations & Maintenance:** The selected Bidder shall take complete responsibility for the operation and maintenance of charging infrastructure including all the infrastructure developed and deployment of necessary staff for a Project Period of **05 years extendable for another 10 years (two terms of 05 years each)** from the date of commissioning of EV chargers.

1.32. **Keeping the Site Clear and Neat:** The Selected Bidder shall remove and dispose of all excess construction material, waste material, unused fill or other debris left over from evacuation or construction, and upon completion of work.

1.33. **Advertisements:** Only upon written approval from the Urban Local Body (ULB) for putting up advertisements at the EV-PCS, the Selected Bidder must pay the advertisement rates of the ULB to the ULB, for the branding activities in & around of or

peripheral to Charging Units or Charging Station at the Location. Advertisement rates shall be applicable to the extent of branding space used for advertising. However, the Selected Bidder may add their service charges over and above the approved nominal rate of ULB while onboarding the advertisers for advertisements on the EV-PCS canopy and associated infrastructure.

1.34. **Allied Services:** The selected bidder shall be allowed to set up allied services infrastructure like tire management, auto repairs, car washing, Skilling and training facility or any other facility required for the successful operations of the proposed PC - EVS.

1.35. **Greenery:** The Selected Bidder shall maintain greenery at the EV-PCS. The greenery should be maintained during the project period.

1.36. **Solar PV power plant with/without Battery storage (Optional):** It is advised that wherever feasible, charging stations may be connected with renewable source of required capacity, as per MNRE guidelines, so as to ensure grid stability and green energy for electric vehicles. Such charging stations may also be connected to the Grid if feasible and required to ensure round-the-clock operation.

1.37. **Carbon Credits:** Any revenue generated through carbon credits accrued from the implementation of EV chargers (with or without renewable sources of energy), shall be shared between AYCL and the selected bidder as per the revenue share agreement under this tender.

1.38. **Return of site:** Post completion of the Project Period, from the date of commissioning, the Selected Bidder shall Transfer the site including all it's existing setup i.e. all the existing EVSE and associated infrastructure to AYCL and return the site to the Landowner as is where is basis.

1.39. **EPF and ESI Registration Certificate:** The Selected Bidder must ensure to adhere to EPF and ESI norms of applicable laws.

1.40. **Factory and Payment of Wages Act:** The Selected Bidder must ensure that no labour below 18 years of age limit shall be employed on the work and labour so employed must be an able-bodied person. The Selected Bidder shall not pay less than fair wages to the labourers engaged by it on the work. The Selected Bidder is bound to adhere to the Factory Act, Payment of Minimum Wages Act, as applicable during the term of the Contract. If the Selected Bidder fails to pay according to the minimum wages, AYCL shall be at the liberty to pay the workers directly and deduct the amount from the running bills of the Selected Bidder. The Selected Bidder shall be responsible for observing all acts and Rules under the latest Factory Act/wages Act, Workman Compensation Act and amendment of these from time to time. Any breach shall be deemed to be a breach of the contract.

## **2. SCOPE OF WORK OF AYCL**

2.1. AYCL will facilitate access to site and right of way for Electric Vehicles to the Selected Bidder, for setting up of EV-PCS on Build, Operate and Transfer (BOT) basis on behalf of AYCL.

2.2. AYCL may provide support to the Selected Bidder for undertaking location assessment.

2.3. AYCL will hand over the site to the selected bidder on as is where is basis. All cost of clearing the site of all the shrubs, waste material etc. that may hinder the development of the site will be in the scope of the selected bidder. For removal of existing inventory, spares, any useful material, the prior consent of AYCL has to be taken by the Selected

Bidder. AYCL will guide the selected bidder regarding disposing of material at a suitable place. Selected bidder will be responsible for the transportation of shrubs, waste material etc. at their cost.

2.4. AYCL will assist in obtaining a new electricity connection from the local DISCOM or any permit or approval to the Selected Bidder. However, all formalities for obtaining permission will be in the scope of selected bidder.

2.5. AYCL reserves the right to appoint a facility Manager to oversee the operation accounts.

**3. TIMELINES FOR IMPLEMENTATION**

3.1. Upon allocation of the site for setting up of the EV-PCS, the Selected Bidder needs to commission the EV-PCS, along with the required electrical & other infrastructure, at the given site, within the following timelines from the date of communication of Notice to Proceed:

Deliverable	Timeline
Completion of Supply, Installation, Testing and commissioning of EV-PCS	Within 6 months from Notice to Proceed

3.2. AYCL shall officially confirm notice to proceed through an official confirmation letter/email to the Selected Bidder.

**4. Auction:**

The project is conceived on BOT model where in AYCL will provide space, the selected bidder will develop EV-PCS with its own arrangement of investment, operate it with his own arranged resources with Responsibility, Risk and Accountability for complying with all kinds of statutory requirements and following good business practices keeping AYCL fully indemnified from all kinds of Risks and Liabilities.

It is a Revenue sharing model, and the selected bidder will have to share certain percentage of revenue which will be obtained through e- auction. Irrespective of level of operations and revenue generation, certain portion of revenue sharing which is finally accepted and agreed by both the parties

The e-auction will be held in two (02) stages through MSTC portal.

**1<sup>st</sup> Stage:** Minimum Guaranteed Revenue

**2<sup>nd</sup> Stage:** Percentage of Revenue Share

**4.1.1. Minimum Guaranteed Revenue (MGR)** – Minimum Guaranteed Revenue (MGR) is a monthly minimum amount which is a part of revenue sharing which the selected bidder has to pay to AYCL irrespective of the status of revenue generated from EV-PCS operations and other businesses from the premises. Highest MGR discovered through the 1<sup>st</sup> stage of e- auction shall be compulsorily acceptable to all participating bidders. However, MGR must be quoted in absolute figures excluding taxes. MGR discovered through 1<sup>st</sup> stage e-auction will remain fixed for first 12 months from the date of 'Notice to Proceed'. It will be increased by 5% every year.

**4.1.2. Percentage of Revenue Share** - Percentage of Revenue (exclusive of applicable taxes) to be quoted in percentage by the eligible bidders who have been allowed for participation in the 2<sup>nd</sup> stage of auction. Though the Revenue share % has to be quoted in terms of % of total gross revenue from the EV-PCS operations, but the same shall be linked with the power units consumed for charging electrical vehicles and it shall be more

than Rs. 1/Kwh when converted in terms of amount shared for the number of units consumed.

**5. Award of Contract:** The H1 bidder emerged in 2<sup>nd</sup> stage of auction i.e. auction of Percentage of revenue share, will be awarded the contract subject to acceptance of H1 bid found during the 1<sup>st</sup> stage of auction i.e. minimum guaranteed revenue & all terms and conditions mentioned in this tender document.

**6. Payable to AYCL:** The Selected Bidder has to pay AYCL, the minimum guaranteed revenue or the revenue share arrived based on the revenue share % calculation whichever is higher. The selected bidder has to pay 03 months Minimum Guaranteed Fees (100 %) in advance to AYCL before Signing of the contract.

For example, a successful bidder quotes 20% revenue share with AYCL during e-auction and also quotes Rs. 100/- as minimum guaranteed revenue. While the EV-PCS is in operation the revenue generated in the 1<sup>st</sup> month is Rs. 400/-. Hence, revenue share would be Rs. 80/. However, since the minimum guaranteed revenue share declared by the bidder is Rs. 100/-, the bidder will be sharing Rs. 100/- with AYCL.

Incase actual revenue comes as Rs. 1000/-, then the revenue share as per calculation would Rs. 200/-. In that scenario, the bidder will share Rs. 200/- with AYCL instead of the minimum guaranteed revenue.

**6.1.1.** During the construction phase (for the 1<sup>st</sup> 6 months period) the bidder has to share atleast 50% of the minimum guaranteed revenue with AYCL.

**6.1.2.** Bidder has also to share 50% of the revenue generated from Advertisement & Other allied Services with AYCL.

**6.1.3.** The total revenue share to AYCL will be cumulative of 4.1.1 or 4.1.2 (whichever is higher) plus 6.1.2.

**6.1.4.** In case of delays in the completion of the contract/work, penalty shall be applicable.

**6.1.5.** In case the selected bidder could not able to make the EV Hub operational within 6 months' time, the bidder will have to pay additional @ 25% penalty on the minimum guaranteed revenue for next 3 month. In case there is further delay, the selected bidder will pay penalty of additional @ 50%. AYCL will assess the causes of delay based on the representation by the Selected Bidder, if any, and necessary extension and relaxation shall be provided by Engineer In Charge, based on a written request from the Selected Bidder along with documentary proof(s).

**6.1.6.** AYCL reserves the right to en-cash Bank Guarantee or impose a penalty or terminate the notification of award or any other action will be taken against the Selected Bidder to compensate the damages/delay, if the terms and conditions of the notification of award, Scope of Work/Supply, etc. are not complied with.

**6.1.7.** The Selected Bidder shall not have any right to challenge the decision of AYCL and the decision by AYCL shall be final.

## **7. ELIGIBILITY OF THE BIDDERS**

7.1. Only AYCL empaneled Vendors for EV Charging (empaneled vide EOI No. AYCL/EV-BD/EOI/2023-24/001 dated 11.07.2023 can participate in this bid.

## **8. EVALUATION OF BIDS**

- 8.1. Evaluation of bids shall be done through MSTC e-auction process.
- 8.2. AYCL reserves the right to negotiate with the Bidder. AYCL also does not bind itself to accept the highest Price Bid before or after the negotiations and it reserves the right to accept or reject any Bid, in whole or in part.
- 8.3. AYCL shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Bid, from the said Bidder, to demonstrate the internal consistency of the quoted Price.

## **9. EARNEST MONEY DEPOSIT (EMD)**

- 9.1. Amount of EMD: Rs. 10,00,000/- (Rupees Ten Lac Only). The EMD may be adjusted with the CPBG for the selected bidder.
- 9.2. The Bidder shall furnish, as part of its Bid, Earnest Money Deposit (EMD) in a sealed Envelope in physical copy. It should be ensured by the Bidder that the original DD/ BG is received by AYCL before the opening time of Techno-commercial Bids, for verification of the details of DD/BG to given online by the Bidder. The details of the EMD instrument have to be submitted in the relevant field/column of the online module.
- 9.3. The EMD shall, at the Bidder's option, be in the form of a Banker's cheque, Demand Draft, NEFT / RTGS, in favor of "Andrew Yule & Co. Ltd", payable at Kolkata.
- 9.4. EMD shall remain valid for a period of 45 days beyond the original Bid Validity period of 180 days, i.e., 225 days from the date of the Techno-Commercial Bid Opening. If there is any extension in the Bid Validity period, then AYCL may ask the Bidder to extend the validity of EMD.
- 9.5. Bid's without EMD is liable to be rejected.
- 9.6. The Bid submission, bid closing and Bid opening will be done electronically and online. AYCL will not be responsible for any delay, loss or non-receipt of EMD sent by post/courier. The instrument should reach in original to the AYCL office before the Bid Opening date.
- 9.7. The EMD of the unsuccessful Bidder will be returned after the notification of award is made to First Preferred Bidder.
- 9.8. The EMD of the Selected Bidder will be returned when the Selected Bidder has signed the Contract Agreement and has furnished the required Contract Performance Guarantee (CPBG).
- 9.9. The EMD of the Bidder may be forfeited, if the Bidder:
- 9.9.1.** withdraws, modifies and/or changes its Bid, during the period of Bid Validity, as specified in the Bid Document; or
  - 9.9.2.** is found to have submitted a fraudulent Bid and involved in fraudulent or corrupt practices; or
  - 9.9.3.** refuses to withdraw, without any cost to the AYCL, any deviation, but found elsewhere in the Bid Document.
- 9.10. The EMD of the Successful Bidder and/or Preferred Bidder may be forfeited, if such Bidder:
- 9.10.1.** fails to sign the Contract Agreement within 28 days after issuance of notification of award by AYCL i.e., Purchase Order (PO) / Letter of Award

- (LoA) / Letter of Intent (LoI), in accordance with the Bid Document; or
- 9.10.2.** furnish the required Contract Performance Guarantee (CPBG), within the stipulated time, in accordance with the Bid Document; or
- 9.10.3.** fails or refuses or does not respond to start/execute the work/contract after issuance of notification of award by AYCL i.e., Purchase Order (PO) / Letter of Award (LoA) / Letter of Intent (LoI), such Bidder shall be deemed to have abandoned the work/contract and such an act shall amount to and be construed as such Bidder's calculated and willful breach of Bid Document, the cost and consequences of which shall be at sole account of the Bidder.

## **10. CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)**

10.1. Within twenty-eight (28) days after issuance of notification of award by AYCL i.e., Purchase Order (PO) / Letter of Award (LoA) / Letter of Intent (LoI), the Selected Bidder shall furnish the Contract Performance Guarantee (CPBG) only in the form of Bank Guarantee/DD/Pay Order of value equal to 1 year minimum guaranteed revenue share.

10.2. The CPBG must be valid to cover a Project Period of 05 years + 12 months claim period.

10.3. In case the Project Period is extended up to a total of 15 years, the Selected Bidder shall extend the CPBG for the extended period + 12 months claim period. CPBG amount can also be revised upward equal to Revenue sharing of 1 year. Hence, no downward revision is applicable.

10.4. The CPBG shall be denominated in INR.

10.5. Any delay in submission of CPBG shall be deemed as accruing of financial benefit to the Selected Bidder and AYCL may impose necessary interest penalty recovery action (interest @ 5% per annum) from the payments due to the Selected Bidder for the period of delay. However, this provision does not bind AYCL in any way from proceeding with action against the Selected Bidder (including forfeiture of Bid Security/EMD, cancellation of the notification of award, etc.) for non-compliance towards non-submission of the CPBG.

10.6. In case the Selected Bidder provides CPBG for a shorter duration, it shall be for a minimum period of 3 years and AYCL reserves the right to invoke CPBG in the case extended CPG/freshCPG is not furnished at least 90 days prior to expiry of original CPBG. In this regard, further an undertaking has to be submitted by the Selected Bidder that if the Selected Bidder fails to provide a second BG, then AYCL can impose the penalty and forfeit the CPBG.

10.7. No interest on CPBG will be payable to the Selected Bidder. Under no circumstances, exemption from CPBG is permitted.

10.8. The format of Contract Performance Bank Guarantee is provided at **Annexure - I**

10.9. Contract Performance Bank Guarantee shall be from any Nationalized Banks/other scheduled private banks. AYCL shall at its own discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the Bidder in connection with the contract including of guaranteed obligations.

10.10. Failure of the Selected Bidder to comply with the requirements of the Bid Documents shall constitute sufficient grounds for the annulment of the notification of award and forfeiture of the Contract Performance Guarantee (CPBG).

10.11. The Bank Guarantee shall be effective only when BG issuance message is



transmitted by the issuing bank through SFMS to ..... include unique identifier ..... in field ..... of the SFMS cover message with IFSC code .....

10.12. AYCL encourages Bidder to submit the CPBG in the form of a Demand Draft (DD), to avoid any delay in the confirmation process of banks.

## **11. Legal condition (Arbitration):**

### **11.1.**

(i) Any dispute or difference whatsoever arising between the Parties out of or relating to the construction, meaning, Interpretation, scope, operation or effect of this Agreement or the validity or the breach thereof shall be exclusively settled by arbitration and conciliation in India, which shall be governed by the Arbitration and Conciliation (Amendment) Act, 2021 as amended from time to time. The arbitral tribunal shall comprise of sole arbitrator to be appointed by both the Parties. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Kolkata, India. The award rendered by the arbitrator shall be final, reasoned, and binding upon the Parties hereto followed by applicable appeal and other applicable laws in force and is enforceable by the appropriate courts/ authorities only.

(ii) "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments / Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of Commercial Dispute (AMRCD) as mentioned in DPE OM No 05/0003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on the parties".

## **12. Force Majeure Clause:**

12.10. Neither vendor nor AYCL shall be liable to the other for any delay or non-performance of its obligations under this Contract arising from any cause beyond its reasonable control including in relation to either Party any act of God, governmental act, act of any regulatory authority, supervening illegality, war, fire, flood, explosion, power blackout, break-down of machinery, loss of utility, civil commotion, industrial dispute, manpower unrest acts or omissions of telecommunications or data communications operators or carriers , in relation to vendor (to the extent not directly attributable to vendor's negligence), (a "Force Majeure Event"). The affected Party shall promptly notify the other Party in writing, of the cause and the Force Majeure Event and its likely duration within no later than two (2) days after the affected Party knew of the occurrence of the Force Majeure Event. Performance by the affected Party of its obligations under this Contract shall be suspended for the duration of the Force Majeure Event. If performance is not resumed within 15 (fifteen) days after the Force Majeure Event, either Party may terminate this Contract by giving to the other Party seven (7) days' notice in advance.

12.11. On the occurrence of any Force Majeure Event, the affected Party shall use all reasonable efforts (including emergency fixes and workarounds) to perform its obligations under this Contract during the period of suspension. Further the affected Party shall perform such part of its obligations pursuant to this Contract as are not affected by the Force Majeure Event.

12.12. The affected Party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

**13. Providing House Keeping & Security at Site:** After the agreement is signed between AYCL & successful bidder, the house keeping & site security arrangement will be

responsibility of the successful bidder. In case AYCL is required to provide the house keeping & site security, it will be back charged to the bidder. The charges for such arrangement will be at AYCL's decided rate.

14. **Miscellaneous:** A small building measuring around 3100 sq. ft. has been allocated to M/s TWOIL for their CSR workshop, which should not get hampered during the course of activities for setting up of EV-Hub by the selected bidder.

### Annexure - I

BANK GUARANTEE NO. \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
VALID UPTO \_\_\_\_\_

TO  
M/S. ANDREW YULE & COMPANY LIMITED,  
8, DR. RAJENDRA PRASAD SARANI,  
KOLKATA - 700 001

IN CONSIDERATION OF ANDREW YULE & CO. LTD. ENGINEERING DIVISION, A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT 'YULE HOUSE' 8, DR. RAJENDRA PRASAD SARANI, KOLKATA - 700 001 "THE COMPANY" WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR CONTRARY TO THE MEANING THEREOF INCLUDES ITS SUCCESSORS AND ASSIGNS HAVING AGREED TO EXEMPT M/S XXXX, Address XXXX WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR CONTRARY TO THE MEANING THEREOF INCLUDES ITS SUCCESSORS AND ASSIGNS FROM THE DEMAND, UNDER THE TERMS AND CONDITIONS OF THE PURCHASE ORDER NO. XXXX, PLACED BY THE COMPANY ON THE CONTRACTOR FOR SUPPLY OF XXXX, ON PRODUCTION OF A BANK GUARANTEE FOR RS. XX.00 (RUPEES XXX ONLY), WE XXXX, HAVING ITS REGISTERED OFFICE AT XXX AND AMONG OTHERS HAVING A BRANCH OFFICE AT XXX, XXX, HEREINAFTER CALLED "THE SAID BANK" WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR CONTRARY TO THE MEANING THEREOF INCLUDES ITS SUCCESSORS, ADMINISTRATORS, EXECUTORS AND ASSIGNS, AT THE REQUEST OF THE CONTACTOR, DO HEREBY UNDERTAKE TO PAY TO THE COMPANY AN AMOUNT NOT EXCEEDING RS. XXX AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED OR WORLD BE CAUSED TO OR SUFFERED BY THE COMPANY BY REASON OF ANY BREACH BY THE SAID CONTRACTOR OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID ORDER.

WE XXX BANK, DO HEREBY UNCONDITIONALLY AND IRREVOCABLY UNDERTAKE TO PAY THE AMOUNT DUE AND PAYABLE UNDER THIS GUARANTEE, WITHOUT ANY OBJECTION OR DEMUR, MERELY ON A DEMAND FROM THE COMPANY, STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR SUFFERED BY THE COMPANY BY REASON OF BREACH BY THE SAID CONTRACTOR OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID ORDER OR BY REASON OF THE CONTRACTOR'S FAILURE TO PERFORM THE SAID ORDER, ANY SUCH DEMAND, MADE ON THE BANK, SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE, BUT NOT EXCEEDING RS.XX.00 (RUPEES XXXXX ONLY)

WE XXXX, 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 AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL ALL THE DUES OF THE COMPANY UNDER OR BY VIRTUE OF THE SAID ORDER, HAVE BEEN FULLY PAID AND ITS CLAIM SATISFIED OR DISCHARGED OR TILL THE COMPANY

CERTIFIES THAT THE TERMS AND CONDITIONS OF THE SAID ORDER HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID CONTRACTOR AND ACCORDINGLY, DISCHARGES THIS GUARANTEE.

WE THE SAID BANK, FURTHER AGREE WITH THE COMPANY THAT THE COMPANY 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 ORDER OR TO EXTEND TIME OR PERFORMANCE BY THE SAID CONTRACTOR FROM TIME TO TIME.

WE THE SAID BANK, FURTHER AGREES THAT IT SHALL NOT BE NECESSARY FOR THE COMPANY TO PROCEED AGAINST THE CONTRACTOR BEFORE PROCEEDING AGAINST THE BANK AND THE GUARANTEE HEREIN CONTAINED SHALL BE ENFORCEABLE AGAINST THE BANK.

THIS GUARANTEE WILL NOT BE DISCHARGED DUE TO THE CHANGE IN THE CONSTITUTION OF THE BANK OR CONTRACTOR.

WE, THE SAID BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY WITHOUT THE PREVIOUS CONTENTS OF THE COMPANY IN WRITING.

THE BANK ALSO AGREES THAT THE COMPANY AT ITS OPTION SHALL BE ENTITLED TO ENFORCE THIS GUARANTEE AGAINST THE BANK AS A PRICIPAL DEBTOR, IN THE FIRST INSTANCE WITHOUT PROCEEDING AGAINST THE CONTRACTOR/SUPPLIER AND NOTWITHSTANDING ANY SECURITY OR OTHER GUARANTEE THAT THE COMPANY MAY HAVE IN RELATION TO THE CONTRACTOR'S/SUPPLIER'S LIABILITIES.

FOR THE PURPOSE OF ENFORCING LEGAL RIGHT/REMEDIES IN RESPECT OF THIS GUARANTEE, WE AGREE WITH YOU TAHT KOLKATA HIGH COURT IN THE STTE OF WEST BENGAL SHALL HAVE THE EXCLUSIVE JURISDICTION.

NOTWITHSTANDING ANY THING CONTAINED HEREINBEFORE,

- i) OUR LIABILITY UNDER THIS GUARANTEE IS RESTRICTED TO RS. XXX.
- ii) THIS GUARANTEE WILL EXPIRE ON XXXX AND UNLESS ANY CLAIM UNDER THIS GUARANTEE IS RECEIVED BY US BY XXX I.E. WITHIN 12 (TWELVE) MONTHS FROM THE DATE OF EXPIRY OF THE GUARANTEE AT XXXX
- iii) ALL YOUR RIGHTS UNDER THIS GUARANTEE SHALL BE FORFEITED AND WE SHALL BE RELEASED AND DISCHARGED FROM ALL LIABILITIES THEREUNDER.

DATED XXX, THIS xx.xx.20xx

(STAMP AND SIGNATURE OF ISSUING INSTITUTIOIN)

NAME:

DESIGNATION

BRNACH CODE

