

**TERMS & CONDITIONS:**

ONGC Tripura Power Company Limited (hereinafter referred as '**OTPC**' or '**Purchaser**' or '**Owner**') is pleased to issue the Purchase Order (PO) for Supply of " \_\_\_\_\_ " for 2 x 363.3 MW Gas Based Combined Cycle Power Plant at Palatana, Tripura to M/s \_\_\_\_\_ (hereinafter referred as ' \_\_\_\_\_ ' or '**Supplier**') as per following Terms & Conditions:

**This Purchase Order has reference to the following :****1.0 SCOPE OF SUPPLY**

Scope shall include but not be limited to design, engineering, procurement, manufacturing, inspection, testing, packing, handling, transportation and delivery to Palatana Power Plant ("**Site**") of 1600 (Sixteen Hundred) Sets of Gas Turbine Inlet Air Filter Cartridges for 2 x 363.3 MW Gas Based Combined Cycle Power Plant at Palatana, Tripura as per Technical Specifications attached as Annexure-B to the Purchase Order ("**Scope of Supply**"). One Set of Cartridge comprises of 1 No. of Conical Air Filter Cartridge, 1 No. of Cylindrical Air Filter Cartridge and 1 No. of Wing Nut (M10 Size, Nylon molded). This quantity does not include test cartridges.

**2.0 PRICE BASIS**

Total Amount specified in the Purchase Order includes all costs, expenses, overheads etc. to be incurred by the Supplier and profit margin for fulfilling the obligations and supply of all the materials included in the Scope of Supply under the Purchase Order including but not limited to cost of raw material, labour, manufacturing, testing, packing & forwarding, freight and transit insurance, financing charges etc. ("**Contract Price**"). The Contract Price, unit prices, pricing for change and all other prices and rates set forth in the Purchase Order shall remain fixed and firm and shall not be subject to any change till completion of Scope of Supply.

**3.0 TAXES & DUTIES**

The Contract Price is inclusive of all applicable taxes, duties, levies in India including but not limited to goods & services tax, VAT, excise duties, custom duties etc. The rates of taxes, duties, levies etc. payable under the Purchase Order is as prevalent on the date of the Purchase Order. In case of statutory variation (upward or downward) in these taxes, duties etc. or imposition of any new taxes, duties etc. or withdrawal of existing taxes, duties etc. under applicable law by any Government agency within the Time for Completion, same shall be paid by the Supplier and reimbursed by Purchaser against documentary evidence of such change

**4.0 TIME FOR COMPLETION**

The Supplier agrees and acknowledges that timely completion of the Scope of Supply and performance of obligations under the Purchase Order is the essence of the Purchase Order. The time for completion shall be 3 (Three) Months from the date of the Purchase Order (the "**Time for Completion**") and the Supplier agrees to complete the Scope of Supply within such time. Date of completion of the Scope of Supply shall be the date on which the Purchaser certifies that the Scope of Supply under the Purchase Order stands complete.

If the Supplier fails to complete delivery of all the materials as per the Scope of Supply at the Site within the Time for Completion, the Purchaser may cancel the Purchase Order in part or full at his own discretion and purchase such cancelled materials from other source at the Supplier's risk and cost, in which case the Supplier shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased and the price calculated at the unit price set out in the Purchase Order but also any other loss or damage the Purchaser may suffer.

Provided that the Purchaser, at its sole discretion, may extend the time period for completion of the Scope of Supply, subject to imposition of liquidated damages or other terms as may be considered appropriate by the Purchaser.

## 5.0 ORDER ACCEPTANCE

The Supplier's unconditional and unequivocal acceptance of the Purchase Order and the terms and conditions specified therein must be received by the Purchaser within seven (7) days from the date of the Purchase Order. The acceptance shall be communicated by the Supplier by sending a copy of the Purchase Order and the terms and conditions specified therein, bearing the signature of the authorized signatory of the Supplier and Seal of the Supplier on each page. In the event of non-receipt of such acceptance within stipulated period, it shall be considered as deemed acceptance of the Purchase Order including the terms & conditions specified therein.

## 6.0 PERFORMANCE BANK GUARANTEE

Within 15 (fifteen) days from the date of the Purchase Order, the Supplier shall provide to the Purchaser an unconditional and irrevocable performance bank guarantee of an amount equivalent to Twenty Five percent (25%) of the Contract Price for due performance of its obligations under the Purchase Order with an initial validity of up to 90 (ninety) days beyond the Warranty Period, a format of which is attached as Appendix-B ("**Performance Bank Guarantee**"). Performance Bank Guarantee to be submitted by Supplier shall be from an acceptable bank listed in Appendix-A attached herewith. The Performance Bank Guarantee shall be issued in paper form along with Structured Financial Messaging System (SFMS) confirmation from the Bank.

If for any reason, including but not limited to extension of the Time for Completion, the validity of the existing Performance Bank Guarantee is to expire prior to completion of ninety (90) days beyond the Warranty Period, the Supplier shall ensure that the Performance Bank guarantee is renewed and extended for a period up to ninety (90) days beyond the Warranty Period.

The Supplier shall ensure that such renewed Performance Bank Guarantee is submitted to the Purchaser at least ten (10) days prior to the expiry of the existing Performance Bank Guarantee, failing which the Purchaser shall be entitled to invoke the existing Performance Bank Guarantee.

The Supplier acknowledges and agrees that the Performance Bank Guarantee shall be held by the Purchaser as security for the satisfactory completion of the obligations of the Supplier in accordance with the Purchase Order, including recovery of any amount due to the Purchaser from the Supplier. The Purchaser shall have unconditional option under the Performance Bank Guarantee to invoke and encash the same and shall be entitled to recover from the Performance Bank Guarantee, any amounts which may become due to the Purchaser from the Supplier.

## 7.0 PAYMENT

Subject to receipt of the Performance Bank Guarantee by the Purchaser as provided in Clause 6 above, the purchaser shall pay to the Supplier for the materials to be supplied by the Supplier as per the terms of the Purchase Order. Any payment shall be made within thirty (30) days of receipt of all the material in good condition at Palatana Power Plant as per scope of supply defined in para 1.0 and the receipt of the following documents by the Purchaser in one (1) original and one (1) copy: (a) Invoice bearing GST number, HSN code and PAN number of the Supplier and, specifying Purchase Order number, Purchase Order date, (b) signed copy of delivery challan, (c) copy of e-way bill, (d) consignee copy of Consignment Note, (e) transit insurance certificate, (f) material test reports and material test certificates, (g) inspection release note (if applicable) issued by third party inspection agency, (h) copy of dispatch clearance certificate issued by the Purchaser, (i) warranty certificate, (j) interchangeability certificate, (k) any other document (as required by the Purchaser). These documents shall be sent by the Supplier to the Purchaser within one (1) week from the date of dispatch of materials at the following address through courier or speed post: ONGC Tripura Power Company Ltd., Udaipur-Kakraban Road, P.O. Palatana, District: Gomati, State: Tripura, India - 799105 or to the address as specified by the Purchaser.

The Contract Price shall be paid in Indian Rupees only. Payment shall be made either by cheque/RTGS or in such other manner as the Supplier and the Purchaser may mutually agree in writing. All bank charges shall be to the account of the Supplier. Applicable income tax/withholding tax/TDS shall be deducted while making payment and necessary certificate as per the Applicable

Law shall be issued in due course of time.

Payments to be made hereunder are subject to any adjustment/deductions as per the provisions of the Purchase Order. If the Purchaser disputes any item of an invoice, the Purchaser shall make payment for the undisputed portion of such invoice when such payment becomes due under the Purchase Order. The Purchaser shall make the balance payment within 30 (thirty) days after resolution of the dispute in accordance with Clause 17.

## 8.0 FREIGHT & INSURANCE

The Supplier shall be fully responsible for the transportation of all the materials that may be required under the Purchase Order from place of manufacturing / warehouse to the Site, including for the payment of all transportation and handling costs and expenses. The Supplier shall be solely responsible for any loss of or damage to the materials in handling and/or transportation.

The Supplier shall arrange, secure and maintain a comprehensive cargo and transport insurance policy to protect the materials during transportation of the same to the Site against all risk of loss or damage normally insurable from the time materials are ready for being loaded on to the relevant means of transportation at the manufacturing works / warehouse of the Supplier until arrival at the Site (warehouse to warehouse insurance). The sum insured under such insurance policy must not be less than 110% (one hundred and ten percent) of the full replacement value of the materials transported including freight and insurance charges.

Any replacement/repairs due to damage/loss to the materials during transit shall be carried out by the Supplier at its own cost and expense. Such replacement/repairs shall be undertaken by the Supplier irrespective of the raising of and/or settlement of such insurance claims in this regard. In the event of any damage during transit, raising and settlement of insurance claims (including follow-up with insurance company), shall be the sole responsibility of the Supplier. The insurance claim towards such a damage/loss shall be settled by the Supplier directly with the insurance company and the Supplier shall be beneficiary of the settlement against all such claims. Any deductibles or claims under recovery from the insurance providers shall also be to the account of the Supplier.

The Supplier acknowledges and agrees that the responsibilities for transportation and insurance as set out in this clause is included in the Contract Price.

## 9.0 WARRANTY

- 9.1 The Supplier warrants to the Purchaser that the materials supplied under the Purchase Order shall (a) comply with the terms of the Purchase Order, specifications, drawings, standards referred to in the Purchase Order, Good Engineering Practices and applicable laws, (b) be first class in every particular and free from defects and deficiencies in design, engineering, material and workmanship, and (c) be new, merchantable, of the most suitable grade and fit for their intended purpose ("**Warranty**"). The Supplier shall be liable for any defects in the material supplied by it for a period of twelve (12) calendar months from the date of first installation or eighteen (18) calendar months from the date of receipt of materials at the Site in good condition, whichever is earlier ("**Warranty Period**").

Without limitations of any other rights or remedies of the Purchaser, if any defects in the materials supplied under the Purchase Order in violation of the foregoing warranties arises within the Warranty Period, the Supplier shall, upon receipt of written notice of such defect, at no cost to the Purchaser, promptly furnish replacement materials or parts thereof necessary to correct such defect or repair/modify the defective materials, so as to meet the specifications.

In the event the Supplier shall have been notified of any defects in the materials in violation of the Supplier's foregoing warranties and it has failed to promptly and adequately correct such defects, the Purchaser shall have the right to correct or to have such defects corrected for the account of the Supplier, and the Supplier shall promptly pay to the Purchaser the costs incurred in correcting such

defects. In the event the Supplier replaces the defective materials, then such replaced materials, as the case may be, shall be warranted by the Supplier in accordance with the warranties set forth in this clause for a period of twelve (12) calendar months from the date of first installation or eighteen (18) calendar months from the date of such replacement, whichever is earlier.

- 9.2 Differential pressure (DP) of the said filtration system which shall not cross 150 mm WC/6 inch WC at any weather condition during the usage time during the Guaranteed Performance Period of Twelve (12) Months of continuous operation. Once the DP reaches 150 mm WC / 6 Inch WC within the Guaranteed Performance Period ("Operating Life"), the operating life of complete filter LOT shall be deemed to cease. In such case, Supplier shall promptly refund the amount of Contract Price for the Filters calculated on pro-rata basis, immediately on receipt of OTPC's notice. For further clarity, please refer the illustration below:

Contract Price	:	Rs. 60,00,000/- (Sixty Lakhs)
Guaranteed Performance Period	:	12 Months
Operating Life	:	9 Months
Period for which amount to be refunded to OTPC	:	3 (12-9) Months
Amount to be refunded to OTPC	:	<b>Rs. 15,00,000/-</b> [(60,00,000÷12) x 3] (Fifteen Lakhs)

#### 10.0 INSPECTION

To ensure the conformance of the materials with the provisions of the Purchase Order, the Supplier shall adopt suitable quality assurance program. The Purchaser or its representative(s) shall have the right to inspect and/or test the materials to check their conformity with the provisions of the Purchase Order. The quality assurance program proposed for adoption by the Supplier, shall be submitted for review and approval of the Purchaser, within fifteen (15) calendar days from the date of the Purchase Order ("**Quality Assurance Program**").

The Supplier shall give not less than fifteen (15) calendar day's prior notice as to the time and place of any scheduled inspection. The Supplier shall provide at his own cost all facilities including labour, materials, electricity, fuel, water, stores, apparatus, instruments etc. reasonably required by the Purchaser and/or their representative(s) for effectively carrying out such inspection and test of the materials in accordance with the Purchase Order, the approved Quality Assurance Program and applicable codes.

Inspection and acceptance of the materials by the Purchaser and/or their representative(s) shall not limit the liabilities and responsibilities of the Supplier in any manner and shall not prejudice the right of the Purchaser to reject the materials if it is found to be defective during inspection after receipt at the Site. Price for all inspection and tests to be carried out are included in the Contract Price. Nothing in this Clause 10 shall relieve the Supplier from any of its Warranty or other obligations under the Purchase Order.

#### 11.0 LIQUIDATED DAMAGES

The Purchaser and the Supplier agree that, because of the unique nature of the Scope of Supply, it is impracticable or infeasible to determine actual damage and loss that would be incurred by the Purchaser as a result of the Supplier's failure to complete the Scope of Supply within the Time for Completion. It is further understood and agreed by the Supplier and the Purchaser that any sums which would be payable by the Supplier under this Clause 11, are in the nature of liquidated damages, and not a penalty, and are fair and reasonable estimate of damages and loss which the Purchaser would suffer due to such failure of the Supplier.

In case of failure of the Supplier to complete the Scope of Supply within the Time for Completion specified in Clause 4 or failure of the Supplier to complete delivery of replacement filters under Warranty Claim within Warranty Period at Palatana Power Plant within 6 (Six) weeks from date of Notice from Owner, the Supplier shall pay to the Purchaser liquidated damages as follows: For every one (1) week (or part thereof) delay in completion of the Scope of Supply for reasons not attributable to the Purchaser, the Supplier shall pay to the Purchaser a sum equivalent to half percent (0.5%) of the Contract Price. The total amount of liquidated damages payable by the Supplier on account of delay in completion of the Scope of Supply shall be limited to ten percent (10%) of the Contract Price. If the Supplier has incurred or is liable for liquidated damages in excess of ten percent (10%) of the Contract Price, the Purchaser may consider termination of the Purchase Order which shall be deemed as arising out of the Supplier' default. The applicable GST on the liquidated damages shall be borne by the Supplier. Accordingly, the liquidated damages shall be recovered from the Supplier along with applicable GST.

Payment or deduction of liquidated damages shall in no way relieve the Supplier from discharging its other obligations under the Purchase Order. For the avoidance of doubt it is clarified, that the Purchaser's right to receive liquidated damages in accordance with this Clause 11 is without prejudice to any other rights the Purchaser may have under applicable law or otherwise in connection with the breach of any other obligations hereunder by the Supplier.

## **12.0 FORCE MAJEURE**

Force Majeure is herein defined as any cause which is beyond the control of the Supplier or the Purchaser, as the case may be, which the affected party could not foresee or with a reasonable amount of diligence could not have foreseen, which could not have been prevented or overcome by the affected party through the exercise of reasonable skill or care, which does not arise from the affected party's negligence or negligence of its agents, employees or subcontractors and which substantially affects the performance of the obligations under the Purchase Order ("**Force Majeure**"), such as: (i) natural phenomena, including but not limited to floods, droughts, earthquakes, pandemics, epidemics, cyclones, lightning, storm, (ii) lawful strike and lawful lockout, at manufacturer's works, (iii) acts of any Government agency, including but not limited to war (whether declared or undeclared), invasion or armed conflict, revolution, riot, civil commotion, priorities, quarantines, embargoes (occurring inside India or directly involving India), (iv) an act of God, provided either party shall within seven (7) days from the date of occurrence of any such cause notify the other party in writing.

Neither party shall be considered to have defaulted in the performance of any of its obligations under the Purchase Order, when and to the extent such failure of performance shall be due to a Force Majeure event. The Supplier shall not be entitled to, and hereby expressly waives recovery of, any damages suffered by reasons of delays of any nature under this Clause 12 and extension of the Time for Completion shall constitute the sole remedy of the Supplier for such delays.

## **13.0 CONFIDENTIAL INFORMATION**

The Supplier shall keep all drawings, documents, data, photographs, technical information, or other information provided by the Purchaser in connection with the Purchase Order ("**Confidential Information**") private and confidential and shall not, without the consent of the Purchaser publish or divulge to any third party, any Confidential Information or any particulars thereof, whether such Confidential Information has been provided prior to, during or following termination of the Purchase Order.

## **14.0 PATENT RIGHTS AND ROYALTIES**

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used for performing its obligation under the Purchase Order shall be deemed to have been included in the Contract Price. The Supplier shall satisfy all demands that may be made at any time for such royalties and fees and it alone shall be liable for any damages or claims for patent infringements and shall keep the Purchaser indemnified in that regard.

### **15.0 INDEMNIFICATION**

The Supplier agrees to defend, indemnify and hold harmless the Purchaser, its affiliates, and all of their directors, officers, employees, agents and representatives, from and against any and all losses arising (i) by reason of the Supplier's actual or asserted failure to comply with any applicable law or any provision of the Purchase Order, (ii) from actual or asserted violation or infringement of rights in any patent, copyright, proprietary information, trade secret or other property right caused or alleged to be caused by the use of materials, equipment, methods, processes, designs or information furnished by the Supplier in performance of its obligations under the Purchase Order, and (iii) from injury to or death of any Person (including employees and workmen of the Purchaser, the Supplier or any third party) or from damage to or loss of property (including the property of the Purchaser or any third party) arising directly or indirectly out of the Purchase Order or out of any acts of omission or commissions of the Supplier or its sub-suppliers.

The Purchaser shall be entitled to retain from payments otherwise due to the Supplier such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within the Supplier's indemnity obligations under this Clause 15, until such claims, suits or liens have been settled and satisfactory evidence to that effect has been furnished to the Purchaser.

The Supplier acknowledges that specific payment has been incorporated into the Contract Price as legal consideration for the Supplier's indemnity obligations as provided in the Purchase Order.

### **16.0 LIMITATION OF LIABILITY**

Both the Purchaser and the Supplier understand and agree that there shall be absolutely no personal liability on the part of any of the members, shareholders, officers, employees, directors, agents, authorized representatives or affiliates of the Purchaser or the Supplier for the payment of any amounts due hereunder, or performance of any obligations hereunder.

With the exception of those provision of the Purchase Order providing for the payment of liquidated damages plus GST thereon, neither the Supplier nor the Purchaser shall be liable to the other, whether in Contract, tort, or otherwise, as a result of any action or inaction under the Purchase Order or otherwise for any special, indirect, incidental or consequential losses or damages such as but not limited to loss of profit, loss of revenue, loss of opportunity, loss of goodwill, loss of contracts, loss of use, interest costs or cost of capital. It is hereby agreed that this limitation of liability shall not apply in respect of claims for which the Purchaser is indemnified under Clause 15.

The aggregate liability of the Supplier with respect to all claims arising out of or in connection with performance or non-performance of the Purchase Order whether in contract, warranty, tort or otherwise shall not exceed the Contract Price, provided that this limitation shall not apply in case of negligence, willful misconduct or liabilities arising out of indemnity provisions in the Purchase Order.

The provisions of the Purchase Order constitute the Supplier's and the Purchaser's exclusive liability, respectively, to each other, and Supplier's and Purchaser's exclusive remedy, respectively, to each other, with respect to the obligations under the Purchase Order.

### **17.0 SETTLEMENT OF DISPUTES**

The Supplier and the Purchaser agree that any dispute or differences arising out of or in connection with the Purchase Order shall be settled by arbitration under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**") or any statutory modification, in the manner hereinafter provided. The seat, venue and place of arbitration shall be New Delhi, India.

A party wishing to commence arbitration proceeding shall invoke arbitration by giving 60 days' notice to the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. Parties agree that neither party may amend or supplement its claim during the

course of arbitral proceedings.

In cases of disputes involving an amount below Rs ten (10) lakh the arbitration shall be conducted in accordance with the Arbitration Act by one (1) arbitrator to be nominated by the Supplier and the Purchaser mutually.

In cases of disputes involving an amount Rs ten (10) lakh and above the arbitration shall be conducted in accordance with the Arbitration Act by three (3) arbitrators, one (1) each to be nominated by the Supplier and the Purchaser and third (3<sup>rd</sup>) to be nominated the two (2) arbitrators nominated by the parties at the commencement of the proceedings. The third (3<sup>rd</sup>) arbitrator so appointed shall act as the presiding arbitrator.

Parties agree that neither party shall be entitled for any pre-reference, pendente-lite or future interest on its claims. Parties agree that any claim for such interest made by any party shall be void. The Arbitrator or the Arbitral Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.

The Arbitrator(s) shall be paid fees in terms of and in accordance with the Fourth Schedule to the Arbitration Act, as amended at the time of invocation of the arbitration.

During settlement of disputes including arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Purchase Order.

#### **18.0 APPLICABLE LAW**

Applicable law means the substantive or procedural laws of India, whether now or hereafter in effect, including all legislations, acts, rules, regulations, notifications, laws, statutes, awards, orders, decrees, judgments, injunctions, ordinances, codes, requirements, Permits, licenses, directives, approvals, instructions, standards of any Government Agency, having the force of law and shall include without limitation, all rules, regulations, decisions and orders of the Appropriate Commission ("**Applicable Law**"). The Supplier shall comply with all the rules and regulations under the Applicable Law during the performance of the Scope of Supply under the Purchase Order.

In the event of the Supplier committing a default or breach of any of the provisions of the Applicable Law, or in furnishing any information or submitting or filling any form, register/slip under the provisions of such Applicable Law, the Purchaser shall be at liberty to take recourse to any action it may deem fit, under the circumstances, to protect its own interest. Further, all amounts as may become due for payment to the concerned authorities/agencies on account of such defaults or breach shall be settled by the Purchaser after recovering the same from the Supplier. The Purchaser shall be entitled to deduct such amounts from the Contract Price payable to the Supplier under the Purchase Order.

#### **19.0 GOVERNING LAW AND JURISDICTION**

The Entire Agreement shall be governed by the laws of India. The courts of New Delhi shall have jurisdiction in all matters arising under the Entire Agreement including execution of arbitration awards.

#### **20.0 WAIVER**

The failure of either party to enforce at any time any of the provisions of the Purchase Order or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Purchase Order. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

#### **21.0 ENTIRE AGREEMENT**

The Purchase Order, the terms and conditions thereto and all annexures and appendices thereto ("**Entire Agreement**") constitute the entire understanding between parties hereto with respect to

the subject matter hereof and supersedes all communications, negotiations and agreement (whether written or oral) of the parties with respect hereto made prior to the date of the Purchase Order. No modifications of the Purchase Order shall be valid unless the same is agreed in writing between the parties hereto and issued as an amendment in writing to the Purchase Order.

Please acknowledge receipt and send one copy of this 'Purchase Order' duly signed and stamped as a token of your unconditional and unequivocal acceptance.

--X--X--





Appendix-B

### FORMAT FOR CONTRACT PERFORMANCE SECURITY

*(To be stamped in accordance with Stamp Act)*

Bank Guarantee No. \_\_\_\_\_

Date \_\_\_\_\_

**To,  
ONGC Tripura Power Company Limited,  
Udaipur-Kakraban Road, P.O. Palatana,  
District: Gomati, State: Tripura,  
India – 799105  
Phone: +91-381-2363714**

Dear Sirs,

At the request and for the account of our client \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as the "**Supplier**", which expression shall, unless inconsistent with the context or meaning thereof, include its successors and assigns), and in consideration of ONGC Tripura Power Company Ltd having its registered office at **ONGC Tripura Power Company Limited, Kakraban Road, P.O. Palatana, District: Gomati, Tripura – 799105 (India)** (hereinafter referred to as the "**Owner**" or "**Purchaser**", which expression shall, unless inconsistent with the context or meaning thereof, include its successors and assigns) having awarded the Contract for Supply of Gas Turbine Inlet Air Filter Cartridges for 2x363.3 MW Combined Cycle Power Plant at Palatana, Tripura, India under reference no. \_\_\_\_\_ dated \_\_\_\_\_ to the Supplier (as amended, supplemented or modified from time to time in accordance with the terms thereof, hereinafter referred to as the "**Contract**") and the Supplier having agreed to provide a contract performance guarantee to the Owner for the full and faithful performance of each of Supplier's payment and other obligations under the Contract in an amount equal to **Rs** \_\_\_\_\_ [Rupees \_\_\_\_\_] (as such, amount may change pursuant to terms of the Contract, hereinafter "**Aggregate Maximum Amount**"),

we, \_\_\_\_\_, having our head office at \_\_\_\_\_ (hereinafter referred to as the "**Bank**", which expression shall, unless inconsistent with the context or meaning thereof, include its successors and assigns) do hereby irrevocably and unconditionally guarantee and undertake to pay to the Owner, immediately on receipt of written demand, any and all monies which the Owner certifies that it is entitled to draw hereunder pursuant to the terms and conditions of the Contract to the extent of the Aggregate Maximum Amount for the claim (s) arising up to the End Date (as defined below) without any demur, reservation, contest, recourse or protest and without any reference to the Supplier. Any such demand made by the Owner on the Bank under this Guarantee shall be (a) conclusive evidence that the Owner is entitled to demand payment thereof from the Bank pursuant to the terms and conditions of the Contract and (b) binding on the Bank, in each case notwithstanding any difference between the Owner and the Supplier or any dispute pending before any court, tribunal, arbitrator or any other authority

Multiple drawings may be made under this Guarantee. The Aggregate Maximum Amount under this Guarantee shall be automatically reduced by the amount paid to the Owner against demands for payment under this Guarantee.

This Guarantee may be amended to extend the then - current End Date upon the written request of the Supplier, but this Guarantee shall not otherwise be amended, and the Aggregate Maximum Amount shall not be reduced without the prior written consent of the Owner.



The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract by the Supplier. The Owner shall have the fullest liberty, without affecting the liability of the Bank under this Guarantee, to postpone from time to time the exercise of any powers vested in the Owner or of any right which the Owner might have against the Supplier, to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants in the Contract or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under this Guarantee by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank from such obligations.

The Bank also agrees that the Owner, 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 Supplier and notwithstanding any security or other guarantee the Owner may have in relation to the Supplier's liabilities.

The Bank's liability under this Guarantee is limited to the Aggregate Maximum Amount and it shall remain in force up to and including \_\_\_\_\_, 201\_ (such date as may be extended, the "**End Date**"). The End Date shall be extended from time to time for such period as may be desired by the Owner and accepted by the Supplier on whose behalf this Guarantee has been issued. The Bank hereby agrees to notify the Owner in writing by registered mail not less than 30 (thirty) days prior to any expiration or other cancellation of this Guarantee if for any reason this Guarantee will expire according to its terms or will otherwise be cancelled and the validity of this Guarantee has not been extended beyond the then current End Date. This Guarantee shall expire on the End Date whether returned to us or not, but, Owner may raise a claim occurred on or prior to End Date on Bank within 2 (two) months of End Date of this Guarantee and Bank will honour such claim(s), and no claims will be honoured thereafter.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ at \_\_\_\_\_

WITNESS

(Signature)\_\_\_\_\_ (Signature)\_\_\_\_\_

(Name) ----- (Name) -----

(Official Address)

(Designation with Bank stamp)

Attorney as per Power of Attorney  
No.  
Dated

*Note: Currency of this Bank Guarantee shall be INR (Indian Rupees). This Bank guarantee shall be provided under a cover letter from the bank which is duly signed by 2 (two) authorized officers of such bank.*