

GUJARAT ENERGY RESEARCH AND MANAGEMENT INSTITUTE

Amendment No.1 (Issue Date: Date: 11.06.2018

Reference: RfP No. GERMI/PRWDIC/2018/013 dtd. 06.06.2018

| Sr. No. | Clause No. | Page No. | Original tender clause | Amended clause (Please read as) |
|----------------|-------------------|-----------------|--|--|
| 1 | 1.1 (c) | 4 | Last date of submission of Bid | Revised to 20.06.2018 by 1600 Hrs |
| 2 | 1.1 (d) | 4 | Date of Opening of Technical Bid | Revised to 20.06.2018 by 1630 Hrs |
| 3 | 1.1 (e) | 4 | Date of Opening of Financial Bid | Will be informed through email to all the qualified bidders |
| 4 | 3.3.1 | 7 | The Bidder shall be required to submit Earnest Money Deposit (EMD) of the amount mentioned in clause 1.2b in the form of a Demand Draft in favour of Gujarat Energy Research and Management Institute payable at Gandhinagar, valid for a period of ninety (90) days from the last date of submission of Bid. | The EMD can also be submitted in the form of a Bank Guarantee issued by any Nationalised Bank as per the formant 1 attached herewith. |
| 5 | 3.3.6 | New addition | | The EMD of successful bidder shall be returned once the Performance Security Deposit is received on acceptance of contract/work order. |
| 6 | 5.12 | 13 | The Bidder shall furnish to GERMI within seven (7) days from the date of notification of the award of the Contract an unconditional and irrevocable Performance Security Deposit in the form of Demand Draft on the name of Gujarat Energy Research and Management Institute, payable at Gandhinagar from any of the following banks for the due performance of the contract for 10% of Quoted Contract value. | The Performance Security deposit can also be furnished in the form of a Bank Guarantee issued by any Nationalised Bank as per the formant 2 attached herewith. |

From,
The Director General

Format 1: PERFORMA FOR BANK GUARANTEE FOR EMD

(To be stamped in accordance with stamp Act.)

Ref..... Bank Guarantee No.....

Date.....

Guarantee cover period: From..... To.....

Last date of lodgments of claim

(same as expiry date)

To,

Gujarat Energy Research and Management Institute

GERMI Building, PDU Campus, Raisan, Gandhinagar, Gujarat – 382007, India

Dear Sirs,

In accordance with your “Invitation for Bids” under the RfP no. GERMI/PRWDIC/2018/013 and dated 06.06.2018 M/S. _____

having _____ its _____ Registered/Head _____ Office _____ at _____

_____ (herein after called the Bidder) wish to participate in the said bid for “Carrying out Geophysical Logging activities for GERMI”. As an irrevocable bank Guarantee against bid guarantee for an amount of Rs 20,000.00 (Rupees Twenty Thousand only) valid for 90 days from 20.06.2018 is required to be submitted by the bidder as a condition precedent for participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the RfP.

We, _____ the _____ Bank at _____ having our Head Office at _____ (local address) _____

_____ Guarantee and undertake to pay immediately on written demand by Gujarat Energy Research and Management Institute (herein after referred to as “GERMI”) (In figures) without any reservation protest, demur and recourse. Any such demand made by GERMI shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder. It shall be conclusive and enough for enforcement of bank guarantee on the bank if GERMI invokes the bank guarantee stating only that the bidder has committed the default, thus far and no further.

This Guarantee shall be irrevocable and shall remain valid upto _____. If any further extension of this guarantee is required, the same shall be extended to such required period _____ on _____ receiving _____ instructions from _____ on whose behalf the guarantee is issued.

In witness there of Bank, through its authorized Officer, has set its hand and stamp on this _____ day of _____ 2018 at _____.

(Signature)

(Name)

Designation with Bank stamps:
Attorney as per Power of Attorney No.

Dated: _____

Notes

- 1. *The Guarantee validity should 90 days.*
- 2. *The stamp papers of appropriate value shall be purchased in the Name of Guarantee Issuing Bank.*

Format 2: Format of Performance Bank Security

Ref. No.

Bank Guarantee Number

Dated

To

Gujarat Energy Research and Management Institute

GERMI building, PDPU Campus, Raisan

Gandhinagar, Gujarat – 382007, INdia

Dear Sirs,

1. Whereas Gujarat Energy Research and Management Institute (“GERMI”) registered under the Soceinties Registration Act and Bombay Public Trust Act having its Registered Office at Block No. 15, 2nd Floor, Udyog Bhavan, Sector 11, Gandhinagar-382011, Gujarat, India (hereinafter called “GERMIL” which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) having awarded the work of “Geophysical Logging activities for GERMI” vide work order no. _____ dated _____ and any Contract Agreement which shall be signed in near future with reference to this work (hereinafter called the “Contract” which expression shall include all the amendments thereto with _____ (____)),
a _____ registered _____ under _____, having it’s registered office at _____
_____ (hereinafter called the “Contractor” which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and assignees) and GERMI having agreed that the Contractor shall furnish to GERMI **a Performance Guarantee for (INR) Rs. _____ (Rupees _____ only)** for the faithful performance of entire contract of interpretation of processed 3D seismic data & reservoir characterisation.

2. We _____ registered under the (Name of Bank) 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 assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all Money to the extent of INR Rs. _____ (INR Rupees _____ only) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by GERMI 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 or 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 GERMI in writing. The Guarantee shall not be determined discharged or affected by the liquidation, winding up, dissolving or insolvency of the Contractor and shall remain valid, binding and operative against the Bank.

3. The Bank also agree that GERMI 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 GERMI may pay in relation to Contractor's liabilities.
4. The Bank further agree that GERMI 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 GERMI against the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said Contract 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 GERMI or any indulgence by GERMI to the said contract(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.
5. 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 the dues of GERMIL under or by virtue of this Contract and its claim satisfied or discharged or till GERMI discharges this Guarantee in writing whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, or in the constitution of GERMI or that of the Contractor.
7. The Bank confirms that this Guarantee has been issued with observations of appropriate laws of the country of issue.
8. The Bank also agree that this Guarantee shall be governed and construed in accordance with Indian laws subject to the exclusive jurisdiction of Indian Court at Gandhinagar/Ahmedabad, India.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to INR Rs. _____ (INR _____) only and our Guarantee shall remain in force until _____.

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 right of GERMI under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of GERMI under this Guarantee shall be valid and shall not cease until we have satisfied the claim. In witness whereof, the right bank through its authorised officer has set the hand and stamp on this _____th day of _____, 2018 at **Gandhinagar, Gujarat.**

WITNESS : 1

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

(Signature)
Full Name, Designation and
Official address (in legible letters)
with Bank Stamp

WITNESS : 2

Attorney as per power of
Attorney Number

Full Name and Official
Address (in legible letters)

INSTRUCTION FOR FURNISHING BANK GUARANTEE FOR PERFORMANCE BOND

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper should be in the name of the issuing bank.
2. Bank Guarantee for Performance Bond shall be valid upto a date 60 days beyond the last date of validity of initial period of this contract or any extension thereof.
3. The Bank Guarantee by Indian Bidder will be given by Nationalised/Scheduled bank only.