SECTION – VI

SAMPLE FORMS AND PROCEDURES (FORMS)

SAMPLE FORMS AND PROCEDURES (FORMS)

Preamble

This Section (Section –VI) of the Bidding Documents [named as Sample Forms and Procedures (FORMS)] provides proforma to be used by the bidders at the time of their bid preparation and by the Contractor subsequent to the award of Contract.

The Bidder shall complete, sign and submit with its bid the relevant FORMS to be used unamended, in accordance with the requirements included in the Bidding Documents.

The Bidder shall provide the Bid Security, either in the form included hereafter or in another form acceptable to the Employer, pursuant to the provisions in the instructions to Bidders.

The Form of Contract Agreement shall be used unamended, except for the need to complete Article 1.1 (Contract Documents), as appropriate and as may be required to suit the specific requirement of the Contract. The form shall also include the Appendices listed, as required, which should be completed according to the instructions for their completion provided at the beginning of each Appendix. The Price Schedule deemed to form part of the contract shall be modified according to any corrections or modifications to the accepted bid resulting from price corrections, pursuant to the provisions of the Instructions to Bidders.

The Performance Security(ies) and Bank Guarantee for Advance Payment forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the Performance Security(ies) and Bank Guarantee for Advance Payment, according to one of the forms indicated herein or in another form acceptable to the Employer and pursuant to the provisions of the General and Special Conditions of Contract, respectively.

Depending on specific facts and circumstances related to the Bid, other specific agreement, if any, and the contract, the text of the Forms herein may need to be modified to some extent. The Employer reserves the right to make such modifications in conformity with such specific facts and circumstances and rectify and consequent discrepancies, if any. However, modifications, if any, to the text of the Forms that may be required in the opinion of the Bidder/Contractor shall be effected only if the same is approved by the Employer. The Employer's decision in this regard shall be final and binding.

1. BID FORMS AND PRICE SCHEDULES

1.1 Bid Form

Attached in GeM bid

1.2 Price Schedule

BOQ for reference is attached in GeM bid

2. BID SECURITY FORM

((To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank. For the purpose of verification/confirmation of this Bank Guarantee by the Employer/Purchaser, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc)in the covering letter of the Bank forwarding the Bank Guarantee.)*

Bank Guarantee No.: .....…
Date: .....……...

To:
Power Grid Corporation of India Limited
Northern Region-III Headquarter
2nd Floor, Plot No. – 2A/INS 02, Avadh Vihar Yojna,
Amar Shaheed Path, Lucknow- 226002 (UP)

WHEREAS M/s. …. *(Insert name of Bidder)*…… having its Registered/Head Office at ….. *(Insert address of the Bidder)* …….. (Hereinafter called "the Bidder" **which expression shall include its successors, administrators, executors and assigns**) has submitted its Bid for the performance of the Contract for ***……(NAME OF PACKAGE)*** under GEM BID NO. XXXXXXXXX) (Hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE …….. *(insert name & address of the issuing bank)* …… having its Registered/Head Office at …..…….*(insert address of registered office of the bank)*…….. (hereinafter called "the Bank" **which expression shall include its successors, administrators, executors and assigns**), are bound unto ……*(insert name of Employer/Purchaser*)*….. (hereinafter called "the Employer/the Purchaser*") in the sum of .....*(insert amount of Bid Security in figures & words)*..... .....…… for which payment well and truly to be made to the said Employer/Purchaser*, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ..... day of ..... 20....

THE CONDITIONS of this obligation are:

(1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or

(2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the

withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment – Declaration of the Bid; or

(3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Clause 27.2; or

(4) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants (s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion; or

(5) In the case of a successful Bidder, if the Bidder fails within the specified time limit

(i) To sign the Contract Agreement, in accordance with ITB Clause 34, or

(ii) To furnish the required performance security, in accordance with ITB Clause 35.

or

(6) In any other case specifically provided for in ITB.

WE undertake to pay to the Employer/Purchaser* up to the above amount upon receipt of its first written demand, without the Employer/Purchaser* having to substantiate its demand, provided that in its demand the Employer/Purchaser* will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including …….. ***(insert date in line with ITB Clause 13)***……., and any demand in respect thereof must reach the Bank not later than the above date.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

2. This Bank Guarantee shall be valid upto _____*(validity date)*_____.

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.

2. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758."

Remarks:	
1.	*- *to select as applicable*
2.	*To minimize the possibility of errors, it has been considered appropriate that Name and Address of the Employer, Package Name and Specification Number, as applicable, shall be printed in the Bid Security format to be provided in the Bidding Documents. Accordingly, in case of consultancy packages, due care may be taken in printing the name of the 'Employer/ Owner' as applicable in the Bid Security format, at the finalization of Bidding Documents.*
3.	*This table is to be deleted while incorporating in the Bidding Documents*

3a. FORM OF NOTIFICATION BY THE EMPLOYER TO THE BANK
(Applicable for Forfeiture of Bank Guarantee)

To: *(insert Name and Address of the issuing Bank)*

Ref..: Forfeiture of Bid Security Amount against Bank Guarantee No. …… …… dated …… for …….., issued by you on behalf of M/s. ……*(insert name of the Bidder)* ……..

Dear Sirs,

Please refer to the subject Bank Guarantee executed by you in our favour for ……. as Bid Security for the bid submitted by M/s. ……*(insert name of the Bidder)* …….. against ….. *(insert name of the Package)* ……. ; Specification No. …….

As per the terms of the said guarantee, the bank has guaranteed and undertaken to pay immediately on demand by the Employer the amount of …….. without any reservation, protest, demur and recourse. Further, any demand made by the Employer shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

In terms of the said guarantee, we hereby submit our claim/demand through this letter for remittance of Bid Security amount to …. *(insert name of the Employer)* …….. owing to the occurrence of the condition referred to at Sl. No. …….. The Bank is requested to remit the full guaranteed sum ……. towards proceeds of the bid security in the form of Demand Draft in favour of '…. *(insert name of the Employer)* …….', payable at ….*(insert place of the Employer)*….'.

Thanking you,

For.....(Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:
…..*(Registered Office of the Bank)*….

3b. FORM OF NOTIFICATION BY THE EMPLOYER TO THE BANK

(Applicable for conditional claim pending extension of Bank Guarantee by the Bidder)

To: *(insert Name and Address of the issuing Bank)*

Ref..: Conditional Claim against Bank Guarantee No. …… …… dated …… for …….. valid up to …… issued by you on behalf of M/s. ……*(insert name of the Bidder)* ……...

Dear Sirs,

Please refer to the subject Bank Guarantee executed by you in our favour on behalf of M/s. ……*(insert name of the Bidder)* ……..., who have submitted this Bank Guarantee to us towards Bid Security against ….. *(insert name of the Package)* ……. ; Specification No. …….

We, ……. *(insert name of the Employer)* …….. do hereby request you to lodge our claim/demand against the subject Bank Guarantee for full guaranteed sum. Kindly note that this claim/demand against the subject Bank Guarantee is without any further notice in case the amendment to Bank Guarantee No. …….. dated …….. extending its validity upto ……. is not got arranged by ……*(insert name of the Bidder)* ……... in our favour and are not received by us upto ……... In such an event you are requested to remit the full guaranteed amount in terms of the subject guarantee in its letter and spirit and proceeds of this Bank Guarantee shall be forwarded to us in form of demand draft in favour of '…. *(insert name of the Employer)* ……., payable at ….*(insert place of the Employer)*….'.

This is without prejudice to our right under this guarantee and under the law.

Thanking you,

For.....(Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:
(insert Name and Address of the Bidder)

- You are requested to do the needful so that the amendment to the subject Bank Guarantee extending the validity up to ……. is received by us by …….

4. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT'

Not applicable

4a. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT 'FOR SUPPLY OF GOODS'

Ref. No. :

Date :
.....*(insert Contractor's Name & Address)*.....
.....
.....
.....
[in case of Joint Venture, the aforesaid details shall be of the Lead Partner and the following shall also be included:
(Lead Partner of the Joint Venture of M/s. …… and M/s. ……)*]*

Attn : Mr.....

Sub. : Notification of Award for **Supply of Goods Contract for** …….. *(insert name of the Package)* ……. Specification No.: …….. Domestic/Global Competitive Bidding. (Project Funding: Domestic).

Dear Sir,

1.0 REFERENCE

This has reference to the following:

1.1 Our Invitation for Bids (IFB) dated **……**.

1.2 Bidding documents for the subject package which was floated on SRM portal i.e. https://etender.powergrid.in and downloaded by you, comprising the following:

a)	Conditions of Contract	Volume-I
b)	Technical Specifications	Volume-II
c)	Bid Form, Price Schedules	Volume-III

1.2.1 Amendment/Errata No. …… to Bidding Documents issued to you vide our letter no. ……. dated …….
(Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently)

1.2.2 Clarifications to the Bidding Documents, pursuant to pre-bid conference held on ……., issued to you vide our letters no. ……. dated ……..... *(Use as applicable)*
(Applicable only if any clarification to the Bidding Documents has been issued subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO BID OPENING)

1.3 First envelope of your Bid submitted /the Bid submitted by the Joint Venture (JV) of M/s. …….. (Lead Partner) and M/s. ……. (Other Partner) for the subject package under Proposal reference no. **……** dated **……** was opened on ……. *(Use as applicable).*

1.4 Online intimation for Opening of Second Envelope Bid issued through e-procurement portal https://etender.powergrid.in dated **……**.

1.5 Second Envelope of your Bid/the Bid by the Joint Venture (JV) of M/s. …….. (Lead Partner) and M/s. ……. (Other Partner) opened on **……** submitted by you on SRM portal i.e. https://etender.powergrid.in under Response no **……..**.

1.6 e-Reverse Auction (e-RA) conducted on **……..** on https://pgcil.buyjunction.in and your letter dated **……..** in regard to price confirmation after e-RA.

1.7 Post bid discussions we had with you on various dates from ……. to ……. resulting into the Minutes of Meeting/ Record Notes of Post Bid Discussions enclosed as APPENDIX (NOA)-1 with this Notification of Award.

2.0 **AWARD OF CONTRACT AND ITS SCOPE**

2.1 We confirm having accepted your Bid/Bid of the Joint Venture (JV) of M/s. …… (Lead Partner) and M/s. …… (Other Partner) *(Use as applicable)* (referred to at para 1.3, 1.5 & 1.6 above) read in conjunction with all the specifications, terms & conditions of the Bidding Documents (referred to at para 1.2, 1.2.1 & 1.2.2 *[modify as applicable]* above) and specific confirmations recorded in the Record Notes of Post Bid Discussions (referred to at para 1.7 above), and award on you/the JV*(use as applicable)* the '**Supply of Goods Contract' (also referred to as the 'First Contract') covering inter-alia Ex-works supply of all equipment and materials including Type**

Testing to be conducted, required for the complete execution of the …… *(insert name of Package alongwith name of the Project)* ……., as detailed in the documents referred hereinabove. The scope of work inter-alia includes the following:

..... *(Indicate brief Scope of Work)* .....

The scope of work under this Notification of Award (NOA) shall also include all such items which are not specifically mentioned in the Bidding Documents and/or your bid but are necessary for successful, efficient, safe and reliable operation of the goods, as detailed in the Bidding Documents unless otherwise specifically excluded in the Bidding Documents or in this Notification of Award.

2.1.1 You, the Lead Partner of the JV, along with M/s. ……., the Other Partner of JV, shall be liable jointly and severally for the execution of the Contract in accordance with terms and conditions of the Contract. As per the Power of Attorney furnished in your favour by the Joint Venture, as enclosed with Bid Proposal of the JV, you shall act as the Partner In-charge (Lead Partner) of the above Joint Venture for execution of the Contract. *(This provision shall be included only in case the Bidder is a Joint Venture).*

2.2 The notification for award of Contract for performance of all other activities, as set forth in the Bidding Documents, viz.

..... *(Indicate brief scope of work of the Second Contract)* .....

has been issued on you vide our NOA no. …….. dated ……. (hereinafter called the "Second Contract" or "**Supply of Services Contract**").

Notwithstanding the award of work under two separate Contracts in the aforesaid manner, you/the JV *(use as applicable)* shall be overall responsible to ensure the execution of both the Contracts to achieve successful completion and taking over of the Goods under the package by the Employer as per the requirements stipulated in the Bidding Documents. It is expressly understood and agreed by you/the JV *(use as applicable)* that any default or breach under the 'Second Contract' shall automatically be deemed as a default or breach of this 'First Contract' also and vice-versa, and any such default or breach or occurrence giving us a right to terminate the 'Second Contract', either in full or in part, and/or recover damages there under, shall give us an absolute right to terminate this Contract, at your/JV's *(use as applicable)* risk, cost and responsibility, either in full or in part and/or recover damages under this 'First Contract' as well. However, such default or breach or occurrence in the 'Second Contract', shall not automatically relieve you/the JV *(use as applicable)*

of any of your/JV's *(use as applicable)* obligations under this 'First Contract'. It is also expressly understood and agreed by you/the JV *(use as applicable)* that the equipment/materials supplied by you/the JV *(use as applicable)* under this 'First Contract', when **inter-alia transported to site (to be suitably modified in case of Supply-cum-supervision package)** by you under the 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

3.0 **CONTRACT PRICE**

3.1 The total Contract Price for the entire scope of work under this Contract shall be …….. *(Specify the currency and the amount in figures & words)* ……. as per the following break-up:

Sl. No.	**Price Component**	**Amount**
1.	Ex-Works Price component	
2.	Type Test Charges	
Total for Supply of Goods Contract		

The detailed break-up of Contract Price is given in the relevant Appendices hereto.

The above prices are exclusive of GST, which shall be payable/reimbursable by POWERGRID separately as per the provisions of Bidding Documents read in conjunction with Amendments.

3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.

3.3 The Contract price shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, etc. in accordance with the procedures specified in Appendix-2 of Notification of Award.

OR

The Contract price is FIXED and FIRM and no price variation shall be applicable during the currency of Contract.

4.0 You/The JV *(use as applicable)* are/is required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of …… *(Specify the value)* ……. i.e. equal to **3% (Three percent)** of the

Contract Price, and valid upto and including …….. and any other securities as per the Bidding Documents.

(In case any other performance security is required to be furnished, the same is to be mentioned here)

5.0 The terms and procedures of payment according to which you will be reimbursed are given in Appendix 1 (Terms and Procedures of Payment) hereto.

6.0 The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Notification of Award.

List of Appendices

Appendix 1	Terms and Procedures of Payment
Appendix 2	Price Adjustment
Appendix 3	Insurance Requirements
Appendix 4	Work Schedule
Appendix 5	Guarantees, Liquidated Damages for Non-Performance
Appendix 6	Contract Co-ordination Procedure
Appendix 7^	Summary of Detailed Price Break-up
Appendix 7A^	Detailed Price Break-up of …… …….. Charges
Appendix 8	Technical Specification, as per Bidding Document.
Appendix 9^	Integrity Pact (if applicable)

7.0 All the bank guarantees shall be furnished from an eligible bank as described in the Bidding Documents.

8.0 The work schedule for …….*{Scope of Work}*……. under the contract shall be construed from the date of issue of this Notification of Award for all contractual purposes and shall be as per Appendix-4 of this Notification of Award.

9.0 This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award.

10.0 You shall enter into a Contract Agreement with us within twenty-eight (28) days from the date of this Notification of Award.

11.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

For and on behalf of
.....(Name of the Employer).....
(Authorised Signatory)

4b. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT' FOR SUPPLY OF SERVICES'

Ref. No. :

Date :

.....*(insert Contractor's Name & Address)*.....

.....

.....

.....

[in case of Joint Venture, the aforesaid details shall be of the Lead Partner and the following shall also be included:

(Lead Partner of the Joint Venture of M/s. …… and M/s. ……)*]*

Attn : Mr.....

Sub. : Notification of Award for **Supply of Services** Contract …….. *(insert name of the Package)* ……. Specification No.: …….. Domestic/Global Competitive Bidding. (Project Funding: Domestic).

Dear Sir,

1.0 REFERENCE

This has reference to the following:

1.1 Our Invitation for Bids (IFB) dated **……**.

1.2 Bidding documents for the subject package which was floated on SRM portal i.e. https://etender.powergrid.in and downloaded by you, comprising the following:

a) Conditions of Contract Volume-I
b) Technical Specifications Volume-II
c) Bid Form, Price Schedules Volume-III

1.2.1 Amendment/Errata No. …… to Bidding Documents issued to you vide our letter no. ……. dated …….
(Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently)

1.2.2 Clarifications to the Bidding Documents, pursuant to pre-bid conference held on ……., issued to you vide our letters no. ……. dated ……..... *(Use as applicable)*
(Applicable only if any clarification to the Bidding Documents has been issued subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO BID OPENING)

1.3 First envelope of your Bid submitted /the Bid submitted by the Joint Venture (JV) of M/s. …….. (Lead Partner) and M/s. ……. (Other Partner) for the subject package under Proposal reference no. **……** dated **……** was opened on ……. *(Use as applicable).*

1.4 Online intimation for Opening of Second Envelope Bid issued through e-procurement portal https://etender.powergrid.in dated **……**.

1.5 Second Envelope of your Bid/the Bid by the Joint Venture (JV) of M/s. …….. (Lead Partner) and M/s. ……. (Other Partner) opened on **……** submitted by you on SRM portal i.e. https://etender.powergrid.in under Response no **……**.

1.6 e-Reverse Auction (e-RA) conducted on **……** on https://pgcil.buyjunction.in and your letter dated **……** in regard to price confirmation after e-RA.

1.7 Post bid discussions we had with you on various dates from ……. to ……. resulting into the Minutes of Meeting/ Record Notes of Post Bid Discussions enclosed as APPENDIX (NOA)-1 with this Notification of Award.

2.0 **AWARD OF CONTRACT AND ITS SCOPE**

2.1 We confirm having accepted your Bid/Bid of the Joint Venture (JV) of M/s. …… (Lead Partner) and M/s. …… (Other Partner) *(Use as applicable)* (referred to at para 1.3, 1.5 & 1.6 above) read in conjunction with all the specifications, terms & conditions of the Bidding Documents (referred to at para 1.2, 1.2.1 & 1.2.2 *[modify as applicable]* above) and specific confirmations recorded in the Record Notes of Post Bid Discussions (referred to at para 1.7 above), and award on you/the JV*(use as applicable)* the '**Supply of Services** Contract' (also referred to as the 'Second Contract') for performance of all other activities, as set forth in the documents, viz. ……. *(Indicate brief scope of work)* ..... for the …… *(insert name of Package alongwith name of the Project)….*

The scope of work under this Notification of Award (NOA) shall also include all such items which are not specifically mentioned in the Bidding Documents

and/or your bid but are necessary for successful, efficient, safe and reliable operation of the goods, as detailed in the Bidding Documents unless otherwise specifically excluded in the Bidding Documents or in this Notification of Award.

2.1.1 You, the Lead Partner of the JV, along with M/s. ……., the Other Partner of JV, shall be liable jointly and severally for the execution of the Contract in accordance with terms and conditions of the Contract. As per the Power of Attorney furnished in your favour by the Joint Venture, as enclosed with Bid Proposal of the JV, you shall act as the Partner In-charge (Lead Partner) of the above Joint Venture for execution of the Contract. *(This provision shall be included only in case the Bidder is a Joint Venture).*

2.2 The notification for award of Contract for Ex-works Supply of all equipment and materials including Type Testing to be conducted, as set forth in the documents, viz.

……. *(Indicate brief scope of work of the First Contract)* .....

has been issued on you vide our NOA no. …….. dated ……. (hereinafter called the " **Supply of Goods Contract**" or "First Contract").

Notwithstanding the award of contract under two separate contracts in the aforesaid manner, you/the JV*(use as applicable)* shall be overall responsible to ensure the execution of both the contracts to achieve successful completion and taking over of the Goods under the package by the Employer as per the requirements stipulated in the Bidding documents.It is expressly understood and agreed by you/the JV*(use as applicable)* that any default or breach under the 'First Contract' shall automatically be deemed as a default or breach of this 'Second Contract' also and vice-versa, and any such default or breach or occurrence giving us a right to terminate the 'First Contract', either in full or in part, and/or recover damages there under, shall give us an absolute right to terminate this Contract, at your/JV's *(use as applicable)* risk, cost and responsibility, either in full or in part and/or recover damages under this 'Second Contract' as well. However, such default or breach or occurrence in the 'First Contract', shall not automatically relieve you/the JV*(use as applicable)* of any of your obligations under this 'Second Contract'. It is also expressly understood and agreed by you/the JV*(use as applicable)* that the equipment/materials supplied by you/the JV*(use as applicable)* under the 'First Contract', **when inter-alia transported (to be suitably modified in case of Supply-cum-supervision package)** by you/the JV*(use as applicable)* under this 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

3.0 **CONTRACT PRICE**

3.1 The total Contract Price for the entire scope of work under this Contract shall be …….. *(Specify the currency and the amount in figures & words)* ……. as per the following break-up:

Sl. No.	Price Component	Amount
1.	**Inland/Local Transportation, In-transit Insurance and Loading Charges**	
2.	Installation Charges	
Total for Supply of Services Contract		

The detailed break-up of Contract Price is given in the relevant Appendices hereto.

The above prices for Supervision Charges are exclusive of GST, which shall be payable/reimbursable by POWERGRID separately as per the provisions of Bidding Documents read in conjunction with Amendments.

Further, Local Transportation, In-transit insurance, loading and unloading (F&I Charges) are inclusive of GST, if applicable and in such case the supplier shall raise GST invoice in such a manner that total liability to POWERGRID on account of F&I charges including applicable GST (if any) thereon *(mentioned in the Invoice)* remain equal to F&I charges as indicated above.

3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.

3.3 The Contract price shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, etc. in accordance with the procedures specified in Appendix-2 of Notification of Award.

OR

The Contract price is FIXED and FIRM and no price variation shall be applicable during the currency of Contract.

4.0 You/The JV *(use as applicable)* are/is required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of …… *(Specify the value)* ……. i.e. equal to **3% (Three percent)** of the

Contract Price, and valid upto and including …….. and any other securities as per the Bidding Documents.
(In case any other performance security is required to be furnished, the same is to be mentioned here)

5.0 The terms and procedures of payment according to which you will be reimbursed are given in Appendix 1 (Terms and Procedures of Payment) hereto.

6.0 The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Notification of Award.

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Appendix 9^	Integrity Pact (if applicable)

7.0 All the bank guarantees shall be furnished from an eligible bank as described in the Bidding Documents.

8.0 The work schedule for …….*{Scope of Work}*……. under the contract shall be construed from the date of issue of this Notification of Award for all contractual purposes and shall be as per Appendix-4 of this Notification of Award.

9.0 This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award.

10.0 You shall enter into a Contract Agreement with us within twenty-eight (28) days from the date of this Notification of Award.

11.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

For and on behalf of
.....(Name of the Employer).....
(Authorised Signatory)

Appendix-1

TERMS AND PROCEDURES OF PAYMENT

In accordance with the provisions of GCC Clause 8 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on price schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. The Contractor may make applications for payment in respect of part deliveries as work proceeds.

1. TERMS OF PAYMENT

In addition to the Conditions stipulated under GCC Clause 8, the following terms & Conditions will apply.

1.1 Supply Portion

Not Applicable

1.2 Type Test Charges

Not Applicable

1.2 Supply of Services Portion: Inland Transportation, In-transit insurance, Loading & unloading Charges –

Not Applicable

1.4 Price Component for Installation (including Civil Works)

A. Any payment under this contract shall be released after following activities are completed by the contractor:

(i) Submission of acknowledged copy of Notification of Award/Brief Letter of award.
(ii) Signing of Contract Agreement with POWERGRID.
(iii)Submission of Contract performance Guarantee

B. Progressive Payment

Ninety Percent (90%) shall be paid on completion of the each of the items of Erection activity and on successful completion of Quality check points involved in the Installation, submission of the details of items, Components, raw materials, Service etc. procured/availed from MSEs, if any, for the preceding 6 months, in respect of all the contracts in the respective Region of POWERGRID as per format enclosed at Section-VI, Forms, Volume-I of the bidding documents and certification by Employer's representative and on submission of GST Invoice.

Final Payment: The balance **Ten Percent (10%)** of the erection price component shall be paid after successful commissioning and issuance of Taking Over Certificate.

'Commissioning' for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning checks and successful completion of all site tests to the satisfaction/approval of the Employer.

1.5 Training Charges

Not Applicable.

1.6 Payment towards Price adjustment

Not Applicable

1.7 Payment towards Taxes and Duties

Taxes and duties applicable as per Indian Tax laws, concerning Supply of Goods and Services in respect of transaction between the Employer and the Contractor, shall be reimbursed by the Employer as follows:

(a) In case of Ex-works supply of goods, GST shall be reimbursed along with progressive payment on dispatch.

(b) In case of Installation, the GST shall be reimbursed along with Progressive payment on completion of Erection activity.

All GST payment shall be against GST invoices/debit notes raised by the Contractor as specified under the GST Act and related Rules, Notifications, etc as notified by the Government in this regard. In the event that the Contractor fails to provide the invoice/debit note in the form and manner prescribed under the GST Act and Rules, the Employer shall not be liable to make any payment against such invoice/debit note. Reimbursement of GST payment against Advance payment shall be against proforma invoice(s).

Payment towards taxes & duties shall be released by the Employer directly to the Contractor.

1.8 POWERGRID is registered on TReDS (Trade Receivables Discounting System) platforms namely i.e. RXIL (Receivable Exchange of India Limited), M1-xchange (Mynd Solutions Private Limited) and Invoicemart (A.TReDS Limited) and the facility of the same may be availed by Micro, Small and Medium Enterprises (MSMEs) for payment.

2. PAYMENT PROCEDURES

2.1 Method of Payment

The Employer shall make payments promptly within thirty (30) days of submission of an invoice/claim by the Contractor, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. All the payment shall be released to the Contractor directly.

All payments to be made directly to the Contractor shall be made by the Employer though electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the Contract. However, a request for payment to be released through cheque shall be considered on case to case basis and merit of the same.

Note 1: Pro-rata shall refer to functionally complete part(s) of the facilities, for which unit rates are identified in the contract.

2.2 **Payment Tracking**

Prior to submission of bills in physical form, the Contractor shall submit its bills using POWERGRID's Vendor Bill Tracking System as per procedure detailed herein below. Further, the Contractor may track the status of its bills using POWERGRID's 'On-line Vendor Bill Tracking System'. To use this system the Contractor is required to get itself registered once online at POWRGRID's ERP Portal with the link URL (https://etender.powergrid.in). Once registered, the Contractor may track status of bills submitted, passed and paid by POWERGRID's Corporate Centre and Regional Office under this Contract and other Contracts awarded on it by POWERGRID by following the method detailed herein below:

a) Once registered, the Contractor can log-in to POWERGRID's Vendor Bill Tracking System (BTS) with Vendor Log-In ID and Password.

b) After login as at (a) above, Contractor is required to make the entry on POWERGRID's ERP Portal under the tab "Submit New Invoice" and shall fill all details along with the MSE status. Upon submission, a 16 digit unique BTS number will be generated and the Contractor/Supplier will receive an automated e-mail forwarding the unique BTS number.

c) The physical bills along with printed copy of e-mail received from BTS (unique BTS number) shall be submitted by the Contractor.

d) On receipt of physical bill, concerned POWERGRID's official shall online acknowledge the receipt of bill. This action will trigger an automated mail to the Contractor intimating that the physical copy of the bill has been received and is under verification / processing. However, on receipt of incomplete bill and/or non-receipt of physical bill by POWERGRID official, the incomplete bills/ digital entry in BTS (as the case may be) shall be returned to the Contractor by POWERGRID, which can be viewed under the tab "Invoice Returned".

e) The day the payment is made, a mail stating the "Bill number, net payment amount and details of the bank from where the payment has been made" will be sent to the Contractor.

f) The status of Bill submitted by the Contractor can be checked through the BTS number under tab "Invoice Submitted".

2.3 PAYMENT PROCEDURES IN CASE OF UNBALANCED/FRONT LOADED BID – Not Applicable

PRICE ADJUSTMENT

FIRM & FIXED

Appendix-3

INSURANCE REQUIREMENTS

A) Insurances to be taken out by the Contractor

In accordance with the provisions of GCC Clause 30, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld. The inability of the insurers to provide insurance cover in the sums and with the deductibles and other conditions as set forth below, shall not absolve the Contractor of his risks and liabilities under the provisions of GCC Clause 30. However, in such a case the Contractor shall be required to furnish to the Employer documentary evidence from the insurer in support of the insurer's inability as aforesaid.

(a) **Marine Cargo Policy/Transit Insurance Policy**:NA

(b) **Erection All Risk Policy/Contractor All Risk Policy**:

(I) The policy should cover all physical loss or damage to the facility at site during storage, erection and commissioning covering all the perils as provided in the policy as a basic cover and the add on covers as mentioned at Sl. No. (III) below.

Amount	Deductible limits	Parties insured	From	To
105% of CIP Entry Border Point Price /CIF Indian Port of Entry Price of all the Plant and Equipment including mandatory Spares to be supplied from abroad plus customs duties (including BCD, GST, Cess etc.) on merit rate And	Minimum deductible as per Tariff Advisory Committee guidelines*	Contractor & Employer	Receipt at site of first lot of the Plant and Equipment including mandatory Spares	Up to Operational Acceptance

105% of Ex-work Price of all the Plant and Equipment including mandatory Spares to be supplied from within India plus GST., if additionally payable. And 100% of erection price component				

* ***The deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account.***

(II) The Contractor shall take the policy in the joint name of Employer and the Contractor. All these policies shall indicate Employer as the beneficiary. The policy shall be kept valid till the date of the Operational Acceptance of the project and the period of the coverage shall be determined with the approval of the Employer.

If the work is completed earlier than the period of policy considered, the Contractor shall obtain the refund as per provisions of the policy and pass on the benefit to Employer. In case no refund is payable by the insurance company then the certificate to that effect shall be submitted to Employer at the completion of the project.

(III) The following add-on covers shall also be taken by the Contractor:

i) Earthquake
ii) Terrorism
iii) Escalation cost (approximately @10% of sum insured on annual basis)
iv) Extended Maintenance cover for Defect Liability Period
v) Design Defect
vi) Other add-on covers viz., 50-50 clause, 72 hours clause, loss minimization clause, waiver of subrogation clause (for projects of more than Rs.100 crores, cover for offsite storage/fabrication (over Rs.100 crores).

(IV) ***Third Party Liability cover with cross Liability within Geographical limits of India as on ADD-on cover to the basic EAR cover***:

The third party liability add-on cover shall cover bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities which have been accepted by the Employer) occurring in connection with supply and installation of the Facilities.

Amount	Deductible limits	Parties insured	From	To
• For projects upto Rs. 100 crores, the third party liability limit shall be 10% of the project value for single occurrence/ multiple occurrences in aggregate during the entire policy period. • For projects from Rs. 100 crores to Rs. 500 crores, the third party liability limit shall be Rs. 10 crores for single occurrence/multiple occurrences in aggregate during entire policy period. For projects of more than Rs.500 crores, the third party liability limit shall be Rs. 25 crores for single occurrence/ multiple occurrences in aggregate during entire policy period.	Minimum deductible as per Tariff Advisory Committee guidelines *	Contractor/ Sub-contractor	Receipt at site	Upto Defect Liability Period.

* ***The deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account***

(V) As per GCC Clause 30.8, the cost of insurance premium is to be reimbursed to the Contractor for Owner Supplied Materials (OSM) for which the insurer is to be finalized by the Contractor as detailed therein. Alternatively, the Contractor may take a single policy covering

the entire cost of the project including the cost of OSM. For this purpose, the Contractor shall submit documentary evidence for the premium paid for the entire project to the Employer and Employer shall reimburse to the Contractor the proportion of premium equal to value of OSM to total sum insured.

If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.

(c) **Automobile Liability Insurance**

The Contractor shall ensure that all the vehicles deployed by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities in the project are duly insured as per RTA act. Further the Contractor or its Subcontractors may also take comprehensive policy (own damage plus third party liability) of each individual vehicles deployed in the project on their own discretion in their own name to protect their own interest.

(d) **Workmen Compensation Policy**:

(I) Workmen Compensation Policy shall be taken by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor or its Subcontractors for the project are adequately covered under the policy.

(II) The policy may either be project specific covering all men of the Contractor and its Subcontractors. The policy shall be kept valid till the date of Operational Acceptance of the project.

Alternatively, if the Contractor has an existing 'Workmen Compensation Policy' for all its employees including that of the Subcontractor(s), the Contractor must include the interest of the Employer for this specific Project in its existing 'Workmen Compensation Policy'.

(III) Without relieving the Contractor of its obligations and responsibilities under this Contract, before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed including the Defect Liability Period. The insurance shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Contractor.

The Contractor shall also ensure that each of its Subcontractors shall effect and maintain insurance on the same basis as the 'Workmen Compensation Policy' effected by the Contractor.

(e) **Contractor's Plant and Machinery (CPM) Insurance**

The Employer (including without limitation any consultant, servant, agent or employee of the Employer) shall not in any circumstances be liable to the Contractor for any loss of or damage to any of the Contractor's Equipment or for any losses, liabilities, costs, claims, actions or demands which the Contractor may incur or which may be made against it as a result of or in connection with any such loss or damage.

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 30.1, except for the Third Party Liability, Workmen Compensation Policy Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 30.1 except for the Cargo Insurance During Transport, Workmen Compensation Policy Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

B) Insurances to be taken out by the Employer

The Employer shall at its expense take out and maintain in effect during the performance of the Contract the following insurances.

Amount	Deductible limits	Parties Insured	From	To
_____ NIL _____				

-- End –

Appendix-4

TIME SCHEDULE

1. The Project Completion Schedule shall be as follows:

S. No	Activities	Completion Period (from date of Notification of Award)
Taking Over by the Employer upon successful Completion of:		
1	**Erection works through Open Tender for Shifting works of POWERGRID 400kV S/C Indore-Asoj CK-01 TL so as to raise minimum conductor height on railway track crossing in connection with Dabhoi-Samlaya BG Railway Section of Vadodara Division, Western Railway**	**08 Months**

1.1 The Contractor's shall undertake activities under the contract viz. design, engineering, manufacturing, supply, installation, factory testing, transportation to site, site testing and commissioning, trial operation and Taking Over etc. of the Facilities or specific part thereof (where specific parts are specified in SCC) to meet the above completion schedule.

Liquidated damages for delay in successful completion of the Facilities or specific part thereof (where specific parts are specified in SCC) and Operational Acceptance at rates specified in Clause 21 of GCC shall be applicable beyond the date specified above.

1.2 The Employer reserves the right to request minor changes in the work schedule at the time of Award of Contract to the successful Bidder.

5. FORM OF CONTRACT AGREEMENT -NA
[Alternative – a]

SUPPLY OF GOODS CONTRACT AGREEMENT BETWEEN ..... *(Name of Employer)* ..... AND M/s. ..... *(Name of Contractor)* .....

THIS CONTRACT AGREEMENT No. …… (also referred to as 'the Contract') is made on the ….. day of …… 20…..

BETWEEN

(1) ..... *(Name of Employer)*..... a company incorporated under the laws of Companies Act 1956 and having its Registered Office at ……*(registered address of the Employer)* …… and its Corporate Office at ……*(address of the Employer)*…… (hereinafter called "the Employer" and also referred to as "…..*(insert abbreviated name of the Employer)* ……..")

and

(2) M/s ..... *(Name of Contractor)* ....., a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at ……...*(Address of Contractor)* ..... and Registered Office at ……...*(Registered address of Contractor)* ..... (hereinafter called "the Contractor" and also referred to as "…..*(insert abbreviated name of the Contractor)* ……..")

WHEREAS the Employer desires to engage the Contractor for the Ex-works supply of goods including Type Testing to be conducted inter-alia including ……..…. *(Indicate brief scope of work)* ..... for the complete execution of the …… *(insert name of Package alongwith name of the Project)*……. as detailed in the Contract Document, and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 2.2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

VOLUME – A

1. This Contract Agreement and the Appendices thereto.

2. Notification of Award Ref. No. ……. ……. dated …….. along with all the appendices.

VOLUME – B

3. "Bidding Documents" comprising of the following:

   (a) Volume –I of Bidding Documents, read in conjunction with Amendments …. to …… to the Bidding Documents.

   (b) Volume –II of Bidding Documents comprising of Technical Specifications.

VOLUME – C

4. Bid Submitted by the Contractor.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to.).

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GCC Clause 1/SCC Clause 1)

1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract/Special Conditions of Contract.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 7)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of ……. *(amount of currency in words)* ..... (.....*(amount in figures)* ….. .....), or such

other sums as may be determined in accordance with the terms and conditions of the Contract.

Article 3.

The Contract Agreement No. …….. has also been made on the …….. day of …….. 20…., between the Employer and the Contractor for the Supply of Services Contract (hereinafter referred to as the "Second Contract") for the subject package which includes performance of all the services interalia including ……..…….. *(Indicate brief scope of work)* ..... for the complete execution of the …… *(insert name of Package alongwith name of the Project)*…….

Notwithstanding the award of contract under two separate contracts in the aforesaid manner, the Contractor shall be overall responsible to ensure the execution of both the contracts to achieve successful completion and taking over of the Goods by the Employer as per the requirements stipulated in the Contract. It is expressly understood and agreed by the Contractor that any default or breach under the 'Second Contract' shall automatically be deemed as a default or breach of this 'First Contract' also and vice-versa and any such breach or occurrence or default giving the Employer a right to terminate the 'Second Contract' either in full or in part, and/or recover damages there under that Contract, shall give the Employer an absolute right to terminate this Contract at the Contractor's risk, cost and responsibility, either in full or in part and /or recover damages under this 'First Contract' as well. However, such breach or default or occurrence in the 'Second Contract' shall not automatically relieve the Contractor of any of its responsibility/ obligations under this 'First Contract'. It is also expressly understood and agreed by the Contractor that the Goods supplied by the Contractor under this 'First Contract' when **Installed & Commissioned** by the Contractor under the 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Employer ..... Signature	Signed by for and on behalf of the Contractor ..... Signature

..... Title in the presence of	..... Title in the presence of

5. FORM OF CONTRACT AGREEMENT

[Alternative – b]

SUPPLY OF SERVICES CONTRACT AGREEMENT BETWEEN ..... *(Name of Employer)* ..... AND M/s. ..... *(Name of Contractor)* …….

THIS CONTRACT AGREEMENT No. …… (also referred to as 'the Contract') is made on the ….. day of …… 20…..

BETWEEN

(1) ..... *(Name of Employer)*..... a company incorporated under the laws of Companies Act 1956 and having its Registered Office at ……*(registered address of the Employer)* …… and its Corporate Office at ……*(address of the Employer)*…… (hereinafter called "the Employer" and also referred to as "…..*(insert abbreviated name of the Employer)* ……..")

and

(2) M/s ..... *(Name of Contractor)* ....., a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at ……...*(Address of Contractor)* ..... and Registered Office at ……...*(Registered address of Contractor)* ..... (hereinafter called "the Contractor" and also referred to as "…..*(insert abbreviated name of the Contractor)* ……..")

WHEREAS the Employer desires to engage the Contractor for all the services inter-alia including ……..…….. *(Indicate brief scope of work)* ..... for the complete execution of the …… *(insert name of Package alongwith name of the Project)*……. as detailed in the Contract Document, and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 2.2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

VOLUME – A

1. This Contract Agreement and the Appendices thereto.

2. Notification of Award Ref. No. ……. ……. dated ……..

VOLUME – B

3. "Bidding Documents" comprising of the following:

(a) Volume –I of Bidding Documents read in conjunction with Amendments …. to …… to the Bidding Documents.

(b) Volume –II of Bidding Documents comprising of Technical Specifications.

VOLUME – C

4. Bid Submitted by the Contractor.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to.).

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GCC Clause 1/SCC Clause 1)

1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract/Special Conditions of Contract.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 7)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of ……. *(amount of currency in words)* ..... (.....*(amount in figures)* ….. .....), or such other sums as may be determined in accordance with the terms and conditions of the Contract.

Article 3.

The Contract Agreement No. …….. has also been made on the …….. day of …….. 20…., between the Employer and the Contractor for the Supply of Goods Contract (hereinafter referred to as the "First Contract") for the subject package which includes Ex-works supply of Goods including Type Testing to be conducted interalia including ……..…….. *(Indicate brief scope of work)* ..... for the complete execution of the …… *(insert name of Package alongwith name of the Project)…….*

Notwithstanding the award of contract under two separate contracts in the aforesaid manner, the Contractor shall be overall responsible to ensure the execution of both the contracts to achieve successful completion and taking over of the Goods by the Employer as per the requirements stipulated in the Contract. It is expressly understood and agreed by the Contractor that any default or breach under the 'First Contract' shall automatically be deemed as a default or breach of this 'Second Contract' also and vice-versa and any such breach or occurrence or default giving the Employer a right to terminate the 'First Contract' either in full or in part, and/or recover damages there under that Contract, shall give the Employer an absolute right to terminate this Contract at the Contractor's risk, cost and responsibility, either in full or in part and /or recover damages under this 'Second Contract' as well. However, such breach or default or occurrence in the 'First Contract' shall not automatically relieve the Contractor of any of its responsibility/ obligations under this 'Second Contract'. It is also expressly understood and agreed by the Contractor that the Goods supplied by the Contractor under the 'First Contract' when Installed & Commissioned by the Contractor under this 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Employer ..... Signature ..... Title in the presence of	Signed by for and on behalf of the Contractor ..... Signature ..... Title in the presence of

6. PERFORMANCE SECURITY FORM

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc)in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No. …… Date.....

NOA/Contract No.....

……..*[Name of Contract]*…….

To: *[Name and address of the Employer]*

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

signed on .....*(insert date of the Contract)*…..... between you and M/s ..... *(Name of Contractor)* .....,

(or)

vide notification of award issued on …….*(insert date of the notification of award)*….. by you to M/s ..... *(Name of Contractor)* .....

having its Principal place of business at ……....*(Address of Contractor)* ..... and Registered Office at ……....*(Registered address of Contractor)* ..... ("the Contractor") concerning ……..…. *(Indicate brief scope of work)* ..... for the complete execution of the …… *(insert name of Package alongwith name of the Project)*……. *[Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts awarded to them]*

Or

We refer to the Contract

signed on .....*(insert date of the Contract)*…..... between you and M/s ..... *(Name of Contractor)* .....,
(or)

vide notification of award issued on …….*(insert date of the notification of award)*….. by you to M/s ..... *(Name of Contractor)* .....

having its Principal place of business at ……....*(Address of Contractor)* ..... and Registered Office at ……....*(Registered address of Contractor)* ..... ("the Contractor") and the Contract ("the Contract") signed on .....*(insert date of the Contract)*…..... between you and M/s ..... *(Name of Associate)* ....., having its Principal place of business at ……....*(Address of Associate)* ..... and Registered Office at ……....*(Registered address of Associate)* ....., the Associate of the Contractor for executing the Facilities concerning ……..…….. *(Indicate brief scope of work)* ..... for the complete execution of the …… *(insert name of Package alongwith name of the Project)…….. [Applicable for Bank Guarantees to be issued by Contractor against those Contracts awarded to their Associate]*

By this letter we, the undersigned, ……*(insert name & address of the issuing bank)* ……, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at …..…….*(insert address of registered office of the bank)*……..... do hereby irrevocably guarantee payment to you up to …….. i.e., **3% (Three percent)** of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ……. *(dd/mm/yy)*.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of ……. *(dd/mm/yy)* and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. …… on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. **Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].**

2. **This Bank Guarantee shall be valid upto _____*(validity date)*_____.**

3. **We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____."**

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

3. **The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:**

   "This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

3. **At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.**
   Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."

7. BANK GUARANTEE FORM FOR ADVANCE PAYMENT

(NOT APPLICABLE)

8. FORM OF TAKING OVER CERTIFICATE

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Contractor)

Dear Ladies and/or Gentlemen,

Pursuant to GCC 20 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated …… relating to the ..... *(insert brief description of the Facilities)*.....…….. we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below :

1. Description of the Facilities or part thereof .....
   …….....

2. Date of Completion :.....

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title
(Project Manager)

9. FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER IN ONE LOT BY .....*(abbreviated name of the Employer)*..... FOR PERFORMANCE OF ITS CONTRACT

THIS INDEMNITY BOND is made this..... day of ..... 20..... by ..... a Company registered under the Companies Act, 1956/Partnership firm/ proprietary concern having its Registered Office at..…….....(hereinafter called as 'Contractor' or "Obligor" which expression shall include its successors and permitted assigns) in favour of ..... *(insert name of the Employer)*....., a Company incorporated under the Companies Act, 1956 having its Registered Office at .....*(insert registered address of the Employer)* and its project at ..... (hereinafter called ".....*(abbreviated name of the Employer)*....." which expression shall include its successors and assigns):

WHEREAS .....*(abbreviated name of the Employer)*..... has awarded to the Contractor a Contract for…….. .....vide its Notification of Award/Contract No..…….....dated..... and its Amendment No. ……..... (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which .....*(abbreviated name of the Employer)*..... is required to hand over various Equipment to the Contractor for execution of the Contract.

And WHEREAS by virtue of Clause No.....of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of .....*(abbreviated name of the Employer)*..... for the Equipment handed over to it by .....*(abbreviated name of the Employer)*..... for the purpose of performance of the Contract/Erection portion of the contract (hereinafter called the "Equipment").

AND THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipment as mentioned in the Contract, valued at (amount in words.....…….....) handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep .....*(abbreviated name of the Employer)*..... indemnified, for the full value of the Equipment. The Contractor hereby acknowledges receipt of the Equipment as per despatch title documents handed over to the Contractor duly endorsed in their favour and detailed in the Schedule appended hereto. It is expressly understood by the Contractor that handing over of the despatch title documents in respect of the said Equipments duly endorsed by .....*(abbreviated name of the Employer)*..... in favour of the Contractor shall be construed as handing over of the Equipment purported to be covered by

such title documents and the Contractor shall hold such Equipment in trust as a Trustee for and on behalf of .....*(abbreviated name of the Employer)*.....

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at .....*(abbreviated name of the Employer)*..... project Site against all risks whatsoever till the Equipment are duly used/erected in accordance with the terms of the Contract and the Plant/Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by .....*(abbreviated name of the Employer)*..... The Contractor undertakes to keep .....*(abbreviated name of the Employer)*..... harmless against any loss or damage that may be caused to the Equipment.

3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.

4. That .....*(abbreviated name of the Employer)*..... is and shall remain the exclusive Employer of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by the Employee or Employer's Representative in this regard. Further, ...*(abbreviated name of the Employer)*..... shall always be free at all times to take possession of the Equipment in whatever form the equipment may be, if in its opinion, the Equipment are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of .....*(abbreviated name of the Employer)*..... to return the equipment without any demur or reservation.

5. That this indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is misutilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Employer's Representative as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at his own cost and/or shall pay the amount of loss to .....*(abbreviated name of the Employer)*..... without any demur, reservation or protest. This

is without prejudice to any other right or remedy that may be available to .....*(abbreviated name of the Employer)*..... against the Contractor under the Contract and under this Indemnity Bond.

6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of .....*(abbreviated name of the Employer)*....., THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE

Particulars of the Equipment handed over	Quantity	Particulars of Despatch title Documents		Value of the Equipment	Signature of the Attorney in token of receipt
		RR/GR No. date of lading	Carrier		

For and on behalf of
M/s.....…….....

WITNESS

1. Signature..... Signature.....

   Name..... Name.....

   Address..... Address.....

2. Signature..... Authorised representative

   Name..... (Common Seal)

   Address..... (In case of Company)

Indemnity Bonds are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the power

of attorney issued under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

10. FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER IN INSTALLMENTS BY .....*(abbreviated name of the Employer)*..... FOR PERFORMANCE OF ITS CONTRACT

THIS INDEMNITY BOND is made this ……..……..... day of ….……..... 20..... by ……..…… a Company registered under the Companies Act, 1956/Partnership firm/proprietary concern having its Registered Office at …….....(hereinafter called as 'Contractor' or 'Obligor' which expression shall include its successors and permitted assigns) in favour of .....*(insert name of the Employer)*....., a company incorporated under the Companies Act, 1956 having its Registered Office at .....*(insert registered address of the Employer)*..... and its project at ……..... (hereinafter called ".....*(abbreviated name of the Employer)*....." which expression shall include its successors and assigns):

WHEREAS .....*(abbreviated name of the Employer)*..... has awarded to the Contractor a Contract for .....vide its Notification of Award/Contract No. ……..……..... dated ....……..and Amendment No. ..... (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which .....*(abbreviated name of the Employer)*..... is required to handover various Equipment to the Contractor for execution of the Contract.

AND WHEREAS by virtue of Clause No.....of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of .....*(abbreviated name of the Employer)*..... for the Equipment handed over to it by .....*(abbreviated name of the Employer)*..... for the purpose of performance of the contract/Erection portion of the Contract (hereinafter called the "Equipment".)

NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipments as mentioned in the Contract, valued at (amount in words _____) to be handed over to the Contractor in installments from time to time for the purpose of performance of the contract, the Contractor hereby undertakes to indemnify and shall keep .....*(abbreviated name of the Employer)*..... indemnified, for the full value of Equipment. The Contractor hereby acknowledges receipt of the initial installment of the equipment per details in the schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the subsequent installments of the Equipment as required by .....*(abbreviated name of the Employer)*..... in the form of Schedules consecutively numbered which shall be attached to this Indemnity bond so as to form integral parts of this Bond. It is expressly understood by the Contractor that handing over the despatch title documents in respect of the said Equipments duly endorsed by

.....*(abbreviated name of the Employer)*..... in favour of the Contractor shall be construed as handing over the Equipment purported to be covered by such title documents and the Contractor shall hold such Equipments in trust as a Trustee for and on behalf of .....*(abbreviated name of the Employer)*.....

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at .....*(abbreviated name of the Employer)*..... project Site against all risks whatsoever till the Equipment are duly used/erected in accordance with the terms of the Contract and the Plant/Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by .....*(abbreviated name of the Employer)*..... The Contractor undertakes to keep .....*(abbreviated name of the Employer)*..... harmless against any loss or damage that may be caused to the Equipment.

3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.

4. That .....*(abbreviated name of the Employer)*..... is and shall remain the exclusive Employer of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by the Employer or Employer's Representative in this regard. Further, ...*(abbreviated name of the Employer)*..... shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the Equipment are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of .....*(abbreviated name of the Employer)*..... to return the equipment without any demur or reservation.

5. That this indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is misutilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Employer's Representative as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at its

own cost and/or shall pay the amount of loss to .....*(abbreviated name of the Employer)*..... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to .....*(abbreviated name of the Employer)*..... against the Contractor under the Contract and under this Indemnity Bond.

6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of .....*(abbreviated name of the Employer)*....., THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE No. 1

Particulars of the Equipment handed over	Quantity	Particulars of Despatch title Documents		Value of the Equipment	Signature of the Attorney in token of receipt
		RR/GR No. date of lading	Carrier		

For and on behalf of
M/s.....…….....

WITNESS

1. Signature..... Signature.....

   Name..... Name.....

   Address..... Address.....

2. Signature..... Authorised representative

   Name..... (Common Seal)

Address..... (In case of Company)

Indemnity Bonds are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

11. FORM OF AUTHORISATION LETTER

Ref. No:

Date :

To

M/s.....
.....
.....

REF.: Contract No. …….. dated ..... for .....…….....
awarded by ....*(insert name of the Employer)*.....

Dear Sir,

Kindly refer to Contract No. ……. dated ……..... for ..... You are hereby authorised on behalf of ..... *(Name of Employer)*..... a company incorporated under the laws of Companies Act 1956 and having its Registered Office at ……*(registered address of the Employer)* …… and its Project at ..... to take physical delivery of materials/equipments covered under Despatch Document/Consignment Note No. …….*..... dated .....and as detailed in the enclosed schedule for the sole purpose of successful performance of the aforesaid contract and for no other purpose, whatsoever.

(Signature of Project Authority)**

Designation….....

Date.....……..

Encl: As Above.

** To be signed not below the rank of Manager.

* Mention LR/RR No.

Schedule of Material/Equipment covered under Despatch Title Document (RR No./LR No. .....)

Sl. No.	Contract Name	NOA No./ CA No.	Description of Materials/ Equipments	Spec. No.	Qty.	Value	Remarks

(Signature of the Project Authority)

(Designation) .....

(Date) .....

12. FORM OF TRUST RECEIPT FOR PLANT, EQUIPMENT AND MATERIALS RECEIVED

We M/s. …….*(insert name of the Contractor)* ..... having our Principal place of business at ..... having been awarded a Contract No. ..... dated ..... for …… *(insert Package name alongwith name of the Project)*..... by ……*(insert name of the Employer)* .....

We do hereby acknowledge the receipt of the Plant, Equipment and Materials as are fully described and mentioned under Documents of Title/RR/LR etc. and in the schedule annexed hereto, which shall form an integral part of this receipt as "Trustee" of ..... *(insert name of the Employer)*…….. The aforesaid materials etc. so received by us shall be exclusively used in the successful performance of the aforesaid Contract and for no other purpose whatsoever. We undertake not to create any charge, lien or encumbrance over the aforesaid materials etc, in favour of any other person/institution(s)/Banks.

For M/s .....
(Contractor's Name)

Dated : .....

(AUTHORISED SIGNATORY)

Place : .....

SEAL OF COMPANY

13. FORM OF EXTENSION OF BANK GUARANTEE

Ref. No..... Dated:.....

To: *[Name and address of the Owner/Employer]*

Dear Sirs,

Sub.: Extension of Bank Guarantee No. …… …… dated …… for ……., issued to you on behalf of M/s. ……*(insert name of the Contractor)* ……... in respect of Contract No. ……. dated …….. for …….. *(insert name of the Package alongwith the Project name)* ……. (hereinafter called original Bank Guarantee).

At the request of M/s…… *(insert name of the Contractor)* …....., We ……*(insert name & address of the issuing bank)* ……, a Bank organized under the laws of ..... and having its Registered/Head Office at …..…….*(insert address of registered office of the bank)*……..…… do hereby extend our liability under the above-mentioned Guarantee No. ……..... Dated ...……... for a further period of ..... Years/Months from ..... to expire on ..... Except as provided above, all other terms and conditions of the original Bank Guarantee No. ....……..... dated ..... shall remain unaltered and binding.

Please treat this as an integral part of the original Guarantee to which it would be attached.

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

14. FORM OF POWER OF ATTORNEY FOR JOINT VENTURE

KNOW ALL MEN BY THESE PRESENTS THAT WE , the Partners whose details are given hereunder ..... have formed a Joint Venture under the laws of ..... and having our Registered Office(s)/Head Office(s) at ..... (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s ..... being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of .....…….... and having its Registered/Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No..... Package ..... the bids for which have been invited by …… (insert name of the Employer alongwith address) …… (hereinafter called the 'Employer') to undertake the following acts :

i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Joint Venture".

ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture".

iii) To do any other act or submit any document related to the above.

iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorised Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Employer

and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this ..... day of …….....
under the Common Seal(s) of their Companies.

for and on behalf of the
Partners of Joint Venture

.....

.....

.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....

   Name .....….....

   Designation .....….....

   Occupation .....….....

2. Signature.....….

   Name .....….....

   Designation .....….....

   Occupation .....….....

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.

2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

15. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

THIS JOINT DEED OF UNDERTAKING executed on this……. day of…….. Two Thousand and……..... by …….. a company incorporated under the laws of …… and having its Registered Office at .....(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s……a company incorporated under the laws of ……..…… and having its Registered Office at ……..…… (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s.. .. .. a Company incorporated under the laws of …….. and having its Registered Office at ……. (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award)] against the Specification No……..……. for …… *(insert name of the package alongwith project name)* …… of …….. *(insert names of the Employer)* …….., a Company incorporated under the Companies Act of 1956 having its registered office at …….*(insert registered address of the Employer)*…… (hereinafter called the "Employer").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above mentioned Specification for the design, manufacture, supply, erection, testing and commissioning of Equipment/ Materials stipulated in the Bidding Documents under …… *(insert name of the package alongwith project name)* ……

AND WHEREAS Clause 9.3, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure-A to BDS forming part of the Bidding Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria in Annexure-A to BDS, as applicable may bid, provided, the Joint Venture fulfills all other requirements under Clause 9.3 (c) of ITB and Qualification Criteria in Annexure-A to BDS and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the Bidding Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No……..dated ……..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause 9.3, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure-A to BDS, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s…… the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:

2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.

4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – I *(to be suitably appended by the Parties alongwith this Undertaking in its bid)* to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of …….
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated …….

Name ……..

Designation …….

Signature …….

For Lead Partner (Party No.-1)
For and on behalf of M/s
……..

(Signature of the authorized representative)

WITNESS :

I. ……

II. ……

Common Seal of ……. has been affixed in my/ our presence pursuant to Board of Director's Resolution dated …….

Name ……..

Designation …….

Signature …….

For Party No.-2
For and on behalf of M/s……..

(Signature of the authorized representative)

WITNESS :

I. ……

II. ……

Common Seal of ……. has been affixed in my/ our presence pursuant to Board of Director's Resolution dated …….

Name ……..

Designation …….

Signature …….

For Party No.-3
For and on behalf of M/s. ……..

(Signature of the authorized representative)

WITNESS :

I. ……

II. ……

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.

2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

16. FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT/FACILITIES

This is to certify that M/s. _____ *(insert Name & Address of the Contractor)* _____ who have submitted their bid to ……..*(insert name of the Employer)*…… against their tender specification Vide ref. No. …… for …… *(insert name of the package alongwith the project name)* ……. is our customer for the past …… years.

Their financial transaction with our Bank have been satisfactory. They enjoy the following fund based and non fund based limits including for guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

Sl. No.	**Type of Facility**	**Sanctioned Limit as on Date**	**Utilisation as on Date**

This letter is issued at the request of M/s. _____.

Signature _____

Name of Bank _____

Name of Authorised Signatory _____

Designation _____

Phone No. _____

Address _____

SEAL OF THE BANK

17. FORM OF OPERATIONAL ACCEPTANCE

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Contractor)

Dear Ladies and/or Gentlemen,

Pursuant to GCC 20 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated …… relating to the ..... *(insert brief description of the Facilities)*.....…….. we hereby notify you that the we System tests and Acceptance tests of the following part(s) of the Facilities were satisfactorily completed on the date specified below :

1. Description of the Facilities or part thereof .....
   …….....

2. Date of Operational Acceptance:.....

This letter does not relieve you of your obligation during the Defects Liability Period and Latent Defect warranty.

Very truly yours,

Title
(Project Manager)

FORM No. 18

FORM OF SAFETY PLAN TO BE SUBMITTED BY THE CONTRACTOR WITHIN THIRTY DAYS OF AWARD OF CONTRACT

[TO BE EXECUTED ON A NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE]

SAFETY PLAN

THIS SAFETY PLAN is made this …….……..... day of ….……..... 20..... by ……..…… a Company registered under the Companies Act, 1956 or 2013, as the case may be/Partnership firm/proprietary concern having its Registered Office at …….....[*to be modified suitably for JV Contractor*] (hereinafter called as 'Contractor' which expression shall include its successors and permitted assigns) for approval of .....*(insert name of the Employer)*....., a company incorporated under the Companies Act, 1956 having its Registered Office at .....*(insert registered address of the Employer)*..... for its Contract for …….…..... .....*(insert package name, project name alongwith Specification number of the Contract)*.....

WHEREAS .....*(abbreviated name of the Employer)*..... has awarded to the Contractor the aforesaid Contract vide its Notification of Award/Contract No. ……..……..... dated ....……..and Amendment No. ..... (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which the Contractor is required to submit 'Safety Plan' alongwith certain documents to the Engineer In-Charge/Project Manager of the Employer within Thirty (30) days of Notification of Award for its approval.

NOW THEREFORE, the Contractor undertakes to execute the Contract as per the safety plan as follows:

1. THAT the Contractor shall execute the works as per provisions of Bidding Documents including those in regard to Safety Precautions / provisions as per statutory requirements.

2. THAT the Contractor shall execute the works in a well planned manner from the commencement of Contract as per agreed mile stones of work completion schedule so that planning and execution of construction works goes smoothly and consistently through out the contract duration without handling pressure in last quarter of the financial year/last months of the Contract and the same shall be finalized in association with POWERGRID Engineer In-charge/Project Manager from time to time as required.

3. THAT the Contractor has prepared the safe work procedure for each activity i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. to be executed at site, which is enclosed at **Annexure – 1A (SP)** for acceptance and approval of Engineer In-charge/Project Manager. The Contractor shall ensure that on approval of the same from Engineer In-charge/Project Manager , the approved copies shall be circulated to Employer's personnel at site [Supervisor(s)/Executive(s)] and Contractor's personnel

at site [Gang leader, supervisor(s) / stewards etc.] in their local language / language understood by gang.

THAT the Contractor has prepared minimum manpower deployment plan, activity wise as stated above, which is enclosed at **Annexure – 1B (SP)** for approval of Engineer In-charge/Project Manager of the Employer.

4. THAT the Contractor shall ensure while executing works the work force is provided with training by the construction Agencies as per applicable Laws in this regard. In addition at least 10 day's Induction training shall be provided by the Agency to the erection/stringing/commissioning staff/gang with maintenance of documentation. Such training shall not be necessary in case the work force has previously undergone training under the same or other Construction agency working in POWERGRID for similar work. For the above purpose, Recognition of Prior Learning (RPL) shall also be acceptable as per the Government directives. Hired gang workers shall also follow safe working procedures and safety norms as is being followed by company's workmen. It should also be ensured by the contractor that certified fitters who are climbing towers / doing stringing operations can be easily identifiable with a system like issue of Badge / Identification cards (ID cards) etc. Colour identification batches should be worn by the workers. Contractor has to ensure that inexperience workers / unskilled workers should not be deployed for skilled job. The Agency shall issue an induction training records to POWERGRID site in-charge.

5. THAT the Contractor's Safety Supervisor or Safety Steward is dedicatedly available fulltime at every construction site and shall brief to each worker daily before start of work about safety requirement and warn about imminent dangers and precautions to be taken against the imminent dangers (Daily Safety Drill). This is to be ensured without fail by Contractor and maintain record of each gang about daily safety instructions issued to workers and put up to POWERGRID site In-charge for his review and record.

6. THAT the Contractor shall ensure that the Gang leader should be experienced and well versed with the safe working procedures applicable for transmission line/ Sub Station works. The Safety Steward/Supervisor from Contractor's own roll having thorough knowledge about the works would be deployed so as to percolate safety instructions upto the grass root level in healthy spirits. Contractor has to ensure close supervision while executing critical locations of transmission lines / sub stations and ensures that all safety instructions are in place and are being followed.
7. The Contractor shall prepare a detailed list of all Tool & Plants (T&P) including lifting machines, lifting tools/ lifting tackles/ lifting gears and all types of ropes and slings etc. to be deployed as per work requirement, including or better than that the requirements as specified in the Technical Specifications and submit the same to POWERGRID Engineer-in-charge / Project Manager for acceptance /approval.
8. THAT the Contractor shall maintain in healthy and working condition all kind of Equipment's / Machineries / Lifting tools and tackles / All kind of Ropes including wire ropes / Polypropylene ropes etc. used for Lifting purpose during execution of the project and get them periodically examined and load tested for safe working load in accordance with relevant provisions and requirement of Building & other

construction workers Regulation of Employment and Conditions of Services Act and Central Rule, Factories Act 1948, Indian Electricity Act 2003, CEA regulation in this regard before start of the project. A register of such examinations and tests shall be properly maintained by the contractor and shall be promptly produced as and when desired by the Engineer In-charge/Project Manager or by the person authorized by him. The Contractor has to ensure to give special attention on the formation / condition of eye splices of wire rope slings as per requirement of IS 2762 Specification for wire rope slings and sling legs.

THAT the Contractor has prepared a list of all Lifting machines, lifting Tools and Tackles etc. All types of ropes and Slings which are subject to safe working load is enclosed at **Annexure – 2 (SP)** for review and approval of Engineer In-charge/Project Manager of POWERGRID.

9. THAT the Contractor has to procure sufficient quantity of Personal Protective Equipment (PPE) conforming to Indian / International standards and provide these equipment to every workman at site as per need and to the satisfaction of Engineer-in-charge/Project Manager of POWERGRID. The Contractor's Site Supervisor/ Project Manager has to ensure that all workmen must use Personal Protective Equipment at site (**As per Annexure- 3(SP**).
Proper control by Contractor shall be exercised such that before work commencement all workers are issued with required PPEs at site, use of safety shoes by workers working on ground, canvas shoes by workers working at height, rubber gum boots during rains/concreting/marshy land works, Twin Lanyard Full body Safety Harness with attachment of light weight such as aluminum alloy etc. and having features of automatic locking arrangement of snap hook by all workers working at height for more than three meters and also horizontal life line for horizontal movement on tower are arranged. No half body harness shall be used at site. Use of Retractable type fall-arrestors by workers for ascending / descending on suspension insulator string and other similar works etc., use of mobile fall arrestor for ascending/descending from tower by all workers should be ensured. Use of cotton / leather hand gloves as per requirement and induction safety helmets, line testers, electrical resistance hand gloves while operating electrical installations / switches. Face shield for protecting eyes while doing welding works and dust masks as per work requirement shall be ensured. Reflective jackets to be used by all workmen at site and differently coloured such jackets by the persons working at height. Requisite Safety net shall be used for reducing the risk of injury / damage.

The Contractor shall have to take action against the workers not using Personal Protective Equipment at site and those workers shall be asked to rest for that day and suitable penalty shall be imposed by the Contractor as a deterrent on the associated defaulting persons. POWERGRID may issue warning letter to Project Manager of contractor in violation of above norms.

THAT the Contractor shall prepare a detailed list of PPEs, activity wise, to commensurate with manpower deployed, which is enclosed at **Annexure – 3 (SP)** for review and approval of Engineer In-charge/Project Manager. It shall also be ensured that the sample of these equipment shall be got approved from POWERGRID

Engineer In-charge. The contractor shall submit relevant test certificates as per IS / International Standard as applicable to PPEs used during execution of work. All the PPE's to be distributed to the workers shall be checked by POWERGRID Engineer In-charge on routine basis.

The Contractor also agrees for addition / modification to the list of PPE, if any, as advised by Engineer In-Charge/Project Manager of Employer.

10. THAT the Contractor shall procure, if required sufficient quantity of Earthing Equipment / Earthing Devices complying with requirements of relevant IEC standards (Generally IECs standards for Earthing Equipments / Earthing Devices are – 855, 1230, 1235 etc.) and to the satisfaction of Engineer In-Charge/ Project Manager and contractor to ensures to maintained them in healthy condition.

    THAT the Contractor has prepared / worked out minimum number of healthy Earthing Equipments with Earthing lead confirming to relevant IS / European standards per gang wise during stringing activity/as per requirement, which is enclosed herewith at **Annexure – 4 (SP)** for review and acceptance of Engineer In-Charge/ Project Manager prior to project execution of work.

11. THAT the Contractor shall provide communication facilities i.e. Walky – Talkie / Mobile Phone, Display of Flags / whistles for easy communication among workers during Tower erection / stringing activity, as per requirement.

12. THAT the Contractor undertakes to deploy qualified safety personnel responsible for safety as per requirements of Employer/Statutory Authorities.

    THAT the Contractor shall deploy one full time officer exclusively as Safety Officer per contract.

    THAT in addition to the Safety Officer, one Safety Supervisor will be deployed for every 25km of transmission line or part thereof of and one Safety Steward shall be deployed with each gang / activity of the transmission line construction works.

    THAT, in addition to the Safety Officer, for all Supply-cum-installation contracts other than transmission line construction works, Safety Steward shall be deployed with each gang/ activity.

    The Safety Officer shall be qualified and experienced as per BOCW ACT (Engineering graduate with two years' experience and Diploma in Industrial Safety or alternatively a Bachelor of Science/ diploma in Engineering with 5 years' experience and Diploma in Industrial Safety) and will ensure compliance of safety requirement to satisfaction of Engineer In-charge /Project Manager/Safety Co-ordinator of the Employer. Such Safety Officers shall be assisted by suitable and adequate Safety Supervisors and Safety Stewards. The Safety Officer will report directly to his head of organization and not the Project Manager of Contractor He shall also not be assigned

any other work except the work of safety. The curriculum vitae of such person shall be got cleared from POWERGRID Project Manager / Construction staff.
The Safety Supervisor shall be Bachelor of Science/diploma in Engineering with 2 years' relevant experience in safety.
The qualification of Safety Steward shall be ITI or equivalent with 2 years relevant experience in safety.

The Safety Officer shall ensure that all works being executed are as per approved safe work procedure and best industry practices. Inter-alia at least the following roles / responsibilities shall be discharged by the Safety Officer of the Agency:

- Ensure availability of Site Safety Steward/ Safety Supervisor before any commencement of work and that they shall leave site only after work completion. No work shall be started unless safety steward/ supervisor are available at site. Availability of healthy PPE's, First-aid and T&P shall be ensured by the Safety Officer.
- Ensure presence of full time Safety Supervisor / Safety Steward during tower erection / stringing and that they shall not leave the site before completion of daily work. In absence of Safety Supervisor / Safety Steward, the work shall not be undertaken.
- Ensure conduction of regular pep-talk at site before start of work, site audit/ inspection, Mock drills, First-aid training, Induction training to the new workers, safety awareness program and any on-site/on-job training as per works requirements. Issue of height passes to such skilled fitters and different cards to other fitters for proper identification during site work.
- Arrange for medical check-up of all workers maintenance of health and hygiene of all workers/gangs and site welfare activities
- Conduct period safety audit & inspections for all sites and arrange compliances.

- Ensure conditioning monitoring of PPEs and T&Ps with unique serial number marking for traceability, proof load testing before deployments, maintaining such records and submission to site-in-charge of Employer.
- Arrange for regular site inspection of PPE's and T&P's to be got done through POWERGRID site supervisor also. No tower erection / stringing work shall be started without presence of POWERGRID site supervisor
- Ensure availability of emergency action plan in case of any disaster event which shall include injury, electrocution, snake-bite, heat stroke, fire, storm, etc. and barricading and safety displays at sites.
- Reporting of Monthly safety activities to Site in-charge of Employer which shall include all incidents, near-miss events etc. Maintenance of all safety records.

The Safety Supervisor shall ensure that all works being executed are as per approved safe work procedure are circulated to all gang leaders and control measures are taken as per site risk assessment. Inter-alia at least the following role shall be discharged by the Safety Supervisor:

- Check availability of safe working procedures with the gangs at site
- Ensure that pep-talk is given before start of work every day, get the records and communicate.

- Ensure Prior Safety training to all workers.
- Arrange the display of safety poster, danger boards, safety flags and caution tape at sites.
- Check height workers having valid height pass and medical fitness of all workers and that no worker is allowed to work without valid medical fitness and height pass
- Ensure height working fitters use the safety belt and proper anchoring of safety belt hooks during working and movements.
- Ensure full time presence of Safety Steward with each gang / location / activity till work completion.
- Ensure that tower erection / stringing work is not started without presence of POWERGRID site supervisor.
- Inspection of PPE's and T&P's and ensure its healthiness, provide safety inspection sticker after verifying the third party certificates at site.
- Monitor safety audit/inspections points and arrange for the compliances.
- Report daily safety activities and other related safety issues to site safety officer / engineer.

The Safety Steward should monitor that all works being executed are as per approved safe work procedure and control measures taken as per site risk assessment. Inter-alia at least the following role shall be discharged by the Safety Steward:

- Ensure approved safe work procedure available at site at all time in language understood by majority of workers. Ensure that all workers clearly understand the approved work procedure, all the hazards are identified, control measures are taken as per risk assessment with the approved work procedure.
- Arrange the display of safety poster, danger boards, safety flags and caution tape at sites.
- Conduct pep-talk before start of work every day and record it.
- Check height workers having valid height pass and medical fitness of all workers and ensure that no worker is allowed to work without valid medical fitness and height pass.
- Ensure that safety training is imparted to all workers.
- Inspection of PPE's, T&P's and ensure its healthiness, that valid inspection stickers are available at site and shall ensure the marking on PPEs and T&P with unique number.
- Monitor that height workers are using the safety belt and ensure anchoring safety belt hook.
- Ensure that no worker is working under suspended load or height work activity.
- Shall have the authority to stop the work, when work is being executed in unsafe manner.
- Ensure that welfare and first-aid facilities are available at site.
- Ensure compliances of all safety audit and inspection points.
- Report daily safety activities and other related safety issues immediately to the Safety Officer / Safety Supervisor.

The name and details of Safety Officers/ Safety Supervisor/Safety Steward of contractor shall be informed before start of work in writing to Engineer In-charge of

Employer. Any change of the incumbent is made during the currency of the contract shall be promptly intimated to the Engineer In-charge of Employer. The copy of organisation chart/ structure of the Contractor in regard to safety shall be submitted. The list is enclosed at **Annexure – 5A (SP).)**.

THAT the Contractor shall submit a list including details of Explosive Operator (if required), Safety supervisor / nominated person for safety for each such explosive activities. Such persons shall be trained in First Aid Techniques. The list is enclosed at **Annexure – 5B (SP)**.

13. The Project Manager shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. Further, the Project Manager shall have the right at his sole discretion to stop the work till the Safety Officer(s)/Safety Supervisor(s)/Safety Steward(s) is deployed by the Contractor. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Project Manager within 3 days of such stoppage of work and decision of the Project Manager of Employer in this respect shall be conclusive and binding on the Contractor.

14. THAT, if, any Employer's Engineer/ supervisor at site observes that the Contractor is failing to provide safe working environment at site as per agreed Safety Plan / POWERGRID Safety Rule/ Safety Instructions / Statutory safety requirement and creates hazardous conditions at site and there is possibility of an accident to workmen or workmen of the other contractor or public or the work is being carried out in an un safe manner or he continues to work even after being instructed to stop the work by Engineer / Supervisor at site / RHQ / Corp. Centre, the Contractor shall be bound to pay a penalty of Rs. 10,000/ - per incident per day till the instructions are complied and as certified by Engineer / Supervisor of Employer at site. The work shall remain suspended and no activity shall take place without compliance and obtaining clearance / certification of the Site Engineer / Supervisor of the Employer to start the work.

15. THAT, in case of an accident at Site, the Contractor shall be liable to pay a compensation to the Employer for further disbursement to the deceased family/ Injured persons as per GCC Clause GCC 18.3.3.24. The permanent disability has the same meaning as indicated in Employees' Compensation Act. The above stipulations is in addition to all other compensation payable to sufferer as per Employees' compensation Act / Rules

Notwithstanding above, the Contractor shall also be responsible for payment of sum as indicated at GCC Sub-Clause 18.3.3.25 which shall be deposited in Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26.

THAT as per the Employer's instructions, the Contractor agrees that this amount shall be deducted from their running bill(s) immediately after the accident, That the

Contractor understands that this amount shall be over and above the compensation amount liable to be paid as per the Employees' Compensation Act /other statutory requirement/ provisions of the Bidding Documents.

16. THAT the Contractor shall submit Near-Miss-Accident report alongwith action plan for avoidance such incidence /accidents to Engineer – In-charge/ Project Manager of the Employer. Contractor shall also submit Monthly Safety Activities report and copy of the Monthly Safety Activities report also to be sent to Safety In-charge at RHQ of the Employer for his review record and instructions.

17. THAT the Contractor is submitting a copy of Safety Policy/ Safety Documents of its Company which is enclosed at **Annexure – 6 (SP)** and ensure that the safety Policy and safety documents are implemented in healthy spirit.

18. THAT the Contractor shall make available of First Aid Box [Contents of which shall be as per Building & Other Construction Workers Act (Regulation of Employment and Conditions of Services Act and Central Rule 1998 / POWERGRID Guidelines)] to the satisfaction of Engineer In-Charge/ Project Manager with each gang at site and additional at camp and ensures that trained persons in First Aid Techniques with each gang before taking up the execution of work.

19. THAT the Contractor shall submit an 'Emergency Preparedness Plan' for different incidences i.e. Fall from height, Electrocution, Sun Stroke, Collapse of pit, Collapse of Tower, Snake bite, Fire in camp / Store, Flood, Storm, Earthquake, Militancy etc. while carrying out different activities under execution i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. which is enclosed at **Annexure – 7 (SP)** for approval of the Engineer In-Charge/ Project Manager of the Employer before start of project.

20. THAT the Contractor shall organise Safety Training Programs on Safety, Health and Environment and for safe execution of different activities of works i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. for their own employees including sub-contractor workers on regular basis.

    The Contractor will submit copy of the module of training program, enclosed at **Annexure – 9 (SP)**, to Engineer In-charge/Project Manager of the Employer for its acceptance and approval and records maintained.

21. THAT the Contractor shall conduct safety audit, as per Safety Audit Check Lists enclosed at **Annexure – 8 (SP)**, by his Safety Officer(s) every month during construction of Transmission Lines / Sub Stations / any other work and copy of the safety audit report shall be forwarded to the Employer's Engineer In-charge / Site In-charge/Project Manager for his comments and feedback. During safety audit, healthiness of all Personal Protective Equipments (PPEs) shall be checked individually by safety officer of contractor and issue a certificate of its healthiness or rejection of faulty PPEs and contractor has to ensure that all faulty PPEs and all faulty lifting tools and tackles should be destroyed. Contractor has to ensure that each gang be audited

for safety at least once in two months. The Employer's site officials shall also conduct safety audit from time to time when construction activities are under progress. Apart from above, the Employer may also conduct surveillance safety audits. The Employer may take action against the person / persons as deemed fit under various statutory acts/provisions under the Contract for any violation of safety norms / safety standards and shall have right to stop the unsafe work from being done.

22. THAT the Contractor shall develop and display Safety Posters of construction activity at site and also at camp where workers are generally residing.

23. THAT the Contractor shall ensure to provide potable and safe drinking water for workers at site / at camp with required hygiene and sanitation.

24. THAT the Contractor shall do health checkup of all workers from competent agencies as per statutory requirements and reports will be submitted to Engineer In-Charge of the Employer along with the monthly reports.

25. THAT the Contractor shall submit information along with documentary evidences in regard to compliance to various statutory requirements as applicable which are enclosed at **Annexure – 10A (SP)**. In case of work being carried out through sub-contractors the sub – contractor's workmen / employees shall also be considered as the contractor's employees / workmen

    The Contractor shall also submit details of Insurance Policies taken by the Contractor for insurance coverage against accident for all employees are enclosed at **Annexure – 10B (SP)**.

26. THAT a check-list in respect of aforesaid enclosures along with the Contractor's remarks, wherever required, is attached as **Annexure – Check List** herewith.

THE CONTRACTOR shall incorporate modifications/changes in this 'Safety Plan' necessitated on the basis of review/comments of the Engineer In-Charge/Project Manager within fourteen (14) days of receipt of review/comments and on final approval of the Engineer In-Charge/Project Manager of this 'Safety Plan', the Contractor shall execute the works under the Contract as per approved 'Safety Plan'.
Further, the Contractor has also noted that the first progressive payment towards Services Contract shall be made on submission of 'Safety Plan' along with all requisite documents and approval of the same by the Engineer In-Charge/Project Manager of the Employer.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

For and on behalf of

M/s.....…….....

WITNESS

1. Signature..... Signature.....

   Name..... Name.....

   Address..... Address.....

2. Signature..... Authorised representative

   Name..... (Common Seal)

   Address..... (In case of Company)

Note:
All the annexure referred to in this "Safety Plan" are required to be enclosed by the contractor as per the attached " Check List "

1. Safety Plan is to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute such contract documents etc. and such documents should be attached to this Safety Plan.

2. For all safety monitoring/ documentation, Engineer In-charge / Regional In-charge of safety at RHQ shall be the nodal Officers for communication.

3. POWERGRID have right to modify this agreement with effect for the future at any time in case of any statutory law change or any other reason.

CHECK LIST FOR SAFETY PLAN

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
1.	**Annexure – 1A (SP)** Safe work procedure for each activity i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. to be executed at site in language understood by workers / gang.	Yes/No	
2.	**Annexure – 1B (SP)** Manpower deployment plan, activity wise foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. No work to start in case manpower deployment is not as per approved plan.	Yes/No	
3.	**Annexure – 2 (SP)** List of Lifting Machines i.e. Crane, Hoist, Triffor, Chain Pulley Blocks etc. and Lifting Tools and Tackles i.e. D shackle, Pulleys, come along clamps, wire rope slings etc. and all types of ropes i.e. Wire ropes, Poly propylene Rope etc. used for lifting purposes along with test certificates. Contractor shall get T&P available verified by site engineer of employer before start of project.	Yes/No	
4.	**Annexure – 3 (SP)** List of Personal Protective Equipment (PPE), activity wise including the following along with test certificate of each as applicable: 1. Industrial Safety Helmet to all workmen at site. (EN 397 / IS 2925) with chin strap and back stay arrangement. 2. Safety shoes without steel toe to all ground level workers and canvas shoes for workers working on tower.	Quantities to be specified	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	3. Rubber Gum Boot to workers working in rainy season / concreting job IS 12254. 4. Twin lanyard Full Body Safety harness with shock absorber and leg strap arrangement for all workers working at height for more than three meters. Safety Harness should be with attachments of light weight such as of aluminium alloy etc. and having a feature of automatic locking arrangement of snap hook and comply with EN 361 / IS 3521 standards. 5. Mobile fall arrestors for safety of workers during their ascending / descending from tower / on tower. EN 353 -2 (Guided type fall arresters on a flexible anchorage line.) 6. Retractable type fall arrestor (EN360: 2002) for ascending / descending on suspension insulator string etc. 7. Providing of good quality cotton hand gloves / leather hand gloves for workers engaged in handling of tower parts or as per requirement at site. 8. Electrical Resistance hand gloves to workers for handling electrical equipment / Electrical connections. IS : 4770 9. Dust masks to workers handling cement as per requirement. 10. Face shield for welder and Grinders. IS : 1179 / IS : 2553 11. Reflective Jackets to identify the workers IS 1509 12. Safety nets to protect the man and material during fall from height IS 11057 13. Induction safety helmets to warn the worker from induction /charged area and to protect from head injury. 14. Line tester IS 50191,61230,61219 15. Soulder pad to protect the soulder injury 16. Horizontal life line to protect the worker from fall from height ISO 1140 17. Binocular to check the workers working at heights.Other PPEs, if any, as per requirement etc. The typical list of PPEs per transmission line gang is enclosed herewith.		

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
5.	**Annexure – 4 (SP)** List of Earthing Equipment / Earthing devices with Earthing lead conforming to IECs for earthing equipments are – (855, 1230, 1235 etc.) gang wise for stringing activity/as per requirement	Yes/No	
6.	**Annexure – 5A (SP)** List of Qualified Safety Officers/ Safety Supervisor/Safety Steward of contractor shall be informed before start of work in writing to Engineer In-charge of Employer. Any change of the incumbent is made during the currency of the contract shall be promptly intimated to the Engineer In-charge of Employer. The copy of organisation chart/ structure of the Contractor in regard to safety shall be submitted	Yes/No	
7.	**Annexure – 5B (SP)** List including details of Explosive Operator (if required), Safety supervisor / nominated person for safety for each such explosive activities. Such persons shall be trained in First Aid Techniques	Yes/No	
8.	**Annexure – 6 (SP)** Copy of Safety Policy/ Safety Document of the Contractor's company	Yes/No	
9.	**Annexure – 7 (SP)** 'Emergency Preparedness Plan' for different incidences i.e. Fall from height, Electrocution, Sun Stroke, Collapse of pit, Collapse of Tower, Snake bite, Fire in camp / Store, Flood, Storm, Earthquake, Militancy etc. while carrying out different activities under execution i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc.	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
10.	**Annexure – 8 (SP)** Safety Audit Check Lists (Formats to be enclosed)	Yes/No	
11.	**Annexure – 9 (SP)** Copy of the module of Safety Training Programs on Safety, Health and Environment, safe execution of different activities of works for Contractor's own employees on regular basis and subcontractor employees. Contractor to maintain documentations of all training programs.	Yes/No	
12.	**Annexure – 10A (SP)** Information alongwith documentary evidences in regard to the Contractor's compliance to various statutory requirements including the following:		
(i)	Electricity Act 2003 _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(ii)	Factories Act 1948 _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(iii)	Building & other construction workers (Regulation of Employment and Conditions of Services Act and Central Act 1996) and Welfare Cess Act 1996 with Rules. _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(iv)	Employee's Compensation Act and Rules. _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
(v)	Public Insurance Liabilities Act 1991 and Rules. _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(vi)	Indian Explosive Act 1948 and Rules. _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(vii)	Indian Petroleum Act 1934 and Rules. _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(viii)	License under the contract Labour (Regulation & Abolition) Act 1970 and Rules. _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(ix)	Indian Electricity Rule and amendments if any, from time to time. _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(x)	The Environment (Protection) Act 1986 and Rules. _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(xi)	Child Labour (Prohibition & Regulation) Act 1986. _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
(xii)	National Building Code of India 2005 (NBC 2005). _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(xiii)	Indian standards for construction of Low/ Medium/ High/ Extra High Voltage Transmission Line _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(iv)	Any other statutory requirement(s) [*please specify*] _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
13.	**Annexure – 10B (SP)** Details of Insurance Policies alongwith documentary evidences taken by the Contractor for the insurance coverage against accident for all employees as below:		
(i)	Under Employee's Compensation Act and Rules. _____ [*Name of Documentary evidence in support of insurance taken*]	Yes/No	
(ii)	Public Insurance Liabilities Act 1991 _____ [*Name of Documentary evidence in support of insurance taken*]	Yes/No	
(iii)	Any Other Insurance Policies _____	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	[*Name of Documentary evidence in support of insurance taken*]		

The typical list of PPEs per transmission line gang as enclosed of Annexure 3 (SP).

Indicative list for Personal Protective Equipment's for TL Gang

Sl#	Item	Reference standards or better	Unit	Qty/Gang
1	Safety Helmet Yellow	IS 2925	No	50
2	Safety Helmet Blue	IS 2925	No	10
3	Gumboot	IS 12254	Pair	10
4	Safety Shoes	IS 15298	Pair	60
5	Hand Gloves Cotton	IS 6994	Pair	120
6	Hand Gloves Rubber	IS 4770	Pair	100
7	11/33KV Gloves	IS: 4770	Pair	10
8	Nose Mask	IS : 9623	No	60
9	First Aid Box	BOCW ACT sec.231 & schedule III	No	4
10	FRP Ladder/Steel Ladder/Rope Ladder		No	2
11	Full Body Harness with double lanyard	(IS 3521 : 1999) and comply with EN-361 standards	No	15
12	Caution Board/Red & Green Flag	-	No	100
13	Barricading Tape	-	Bundle	10
14	Shoulder Pad	-	No	40
15	Reflective Jacket	-	No	60
16	Discharge Rod 11kV/33kV	Complies with EN 50191, EN 61230 and EN 61219	Set	10
17	Discharge Rod 220kV/400kV	Complies with EN 50191, EN 61230 and EN 61219	Set	12
18	Whistle/Mega Phone	-	Set	2
19	Walkie - Talkie	-	Pair	10
20	Horizontal Life Line System	16mm Polyamide	set	4
21	Fall Arrestor Rope	-	lot	4
22	Rope Grab Fall Arrestor	-	No	15
23	Retractable Fall Arrestor	EN 360	No	10
24	Binocular	-	No	3
25	Multi tester/Induction Tester	-	No	5
26	Induction Helmet	-	No.	10
27	Safety Net Set	IS: 5175	Lot	6

28	HV Line tester	EN 61326 & EN 61000	No.	2
29	Face shield	IS 1179	No.	2
30	ZERO POWER PLAIN GOGGLES	IS 1179	No.	30
31	Tent/ Sanitation Arrangements	-	Lot	1
Note:	This list is indicative for every gang and Contractor has to provide any additional PPEs as per statutory, site requirements and satisfaction of POWERGRID Project Incharge/Site Incharge.			

19. FORM OF JOINT DEED OF UNDERTAKING BY THE TOWER MANUFACTURER ALONGWITH THE BIDDER/CONTRACTOR

THIS DEED OF UNDERTAKING executed this ……. day of …….. Two Thousand and …… by M/s. ……..……., a Company incorporated under the laws of …… and having its Registered Office at …….. (hereinafter called the "Tower Manufacturer" which expression shall include its successors, executors and permitted assigns), and M/s. ……..……., a Company incorporated under the laws of ……. having its Registered Office at ……. (hereinafter called the "Bidder"/"Contractor" which expression shall include its successors, executors and permitted assigns) in favour of …….. *(insert names of the Employer)* ……., a Company incorporated under the Companies Act of 1956 having its registered office at …….*(insert registered address of the Employer)*…… (hereinafter called the "Employer" which expression shall include its successors, executors and permitted assigns)

WHEREAS the "Employer" invited Bid as per its Specification No. …….. for manufacture, fabrication, supply of tower parts as per Employer's design, casting of foundation, erection of all types of towers, stringing of conductor and earthwire, testing and commissioning of ……Transmission Line.

AND WHEREAS Clause No. ……., Section ……, of ……, Vol.–… forming part of the Bid Documents inter-alia stipulates that the Bidder and/or Manufacturer must fulfill the Qualifying Requirements and be jointly and severally bound and responsible for the quality and timely supply of tower parts in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Proposal No. ……..…..……. dated ……. based on tie-up with the Tower Manufacturer for supply of tower parts.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the "Contract") we, the Tower Manufacturer and the Bidder/Contractor do hereby declare that we shall be jointly and severally bound unto the …… *(insert name of the Employer)* ……, for the manufacture, testing, supply of tower parts on FOR destination delivery at site basis in accordance with the Contract Specifications.

2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Tower Manufacturer hereby agrees to

depute their representatives from time to time to the Employer's Project site as mutually considered necessary by the Employer, Bidder/Contractor and the Tower Manufacturer to ensure proper quality, manufacture, testing and supply on FOR destination delivery at site basis and successful performance of the material in accordance with Contract Specifications. Further, if the Employer suffers any loss or damage on account of non-performance of the material (tower parts) fully meeting the performance guaranteed as per Bid Specification in terms of the contract. We the Tower Manufacturer and the Contractor jointly and severally undertake to pay such loss or damages to the Employer on its demand without any demur.

3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Delhi shall have exclusive jurisdiction in all matters arising under the Undertaking.

4.0 As a security, the Tower Manufacturer shall apart from the Contractor's performance guarantee, furnish a Contract Performance Guarantee from its Bank in favour of the Employer in a form acceptable to the Employer. The value of such guarantee shall be equivalent to **02%** of the cost of tower parts to be supplied by the Tower Manufacturer as identified in the Contract awarded by the Employer to the Bidder/Contractor and it shall be part of guarantee towards the faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract, namely till the end of the Defect Liability Period of under the Contract. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur.

5.0 We, the Tower Manufacture/ Bidder/Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till the Employer discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Tower Manufacturer and/or the Bidder/Contractor have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS (For Tower Manufacturer)

Signature …….

Name ……..	(Signature of the authorized representative)
Office Address …….	Name ……..
	Common Seal of Company …..…….
WITNESS	(For Bidder)
Signature …….	
Name ……..	(Signature of the authorized representative)
Office Address …….	Name ……..
	Common Seal of Company …..…….

Note:

1. For the purpose of executing the Deed of Joint Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant(s).

2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

3. This Deed of Joint Undertaking duly attested by Notary Public of the place(s) of the respective executant(s), shall be submitted alongwith the bid.

4. In case the bid is submitted by a Joint Venture (JV) of two or more firms as partners, then the Joint deed of undertaking shall be modified accordingly.

20. FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (TO BE SUBMITTED BY TOWER MANUFACTURER)

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc)in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No. …… Date.....

Contract No.....

……..*[Name of Contract]*…….

To: *[Name and address of the Employer]*

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") signed on .....*(insert date of the Contract)*…..... between you and M/s ..... *(Name of Contractor)* ....., having its Principal place of business at ……....*(Address of Contractor)* ..... and Registered Office at ……....*(Registered address of Contractor)* ..... ("the Contractor") concerning ……..…. *(Indicate brief scope of work)* ..... for the complete execution of the …… *(insert name of Package alongwith name of the Project)*……..

Whereas, the Contractor and M/s. ..... *(Name of Tower Manufacturer)* ....., having its Principal place of business at ……....*(Address of Tower Manufacturer)* ..... and Registered Office at ……....*(Registered address of Tower Manufacturer)* ..... (hereinafter referred to as the "Tower Manufacturer"), as a pre-requisite for qualification of the Bidder/Contractor, have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the quality and timely supply of tower/tower parts and that the Tower Manufacturer having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to (2%) two per cent of the cost of tower parts to be supplied by the Tower Manufacturer under the Contract, in addition to Contract Performance Guarantee equivalent to 10% (ten per cent) of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract.

By this letter we, the undersigned, ……*(insert name & address of the issuing bank)* ……, a Bank (which expression shall include its successors, administrators,

executors and assigns) organized under the laws of ..... and having its Registered/Head Office at …..…….*(insert address of registered office of the bank)*……..... do hereby irrevocably guarantee payment to you up to …….. i.e., two percent (02%) of the cost of tower parts to be supplied by the Tower Manufacturer under the Contract until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ……. *(dd/mm/yy)*.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor/Tower Manufacturer to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor/Tower Manufacturer to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of ……. *(dd/mm/yy)* and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. …… on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor/Tower Manufacturer, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. **Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].**

2. **This Bank Guarantee shall be valid upto _____*(validity date)*_____.**

3. **We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____."**

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:
"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

4. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.
Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."

21. FORM FOR INFORMATION TO BE FURNISHED BY THE CONTRACTOR IN RESPECT OF THE PROCUREMENT MADE FROM MSE VENDORS

Pursuant to GCC Clause No. 15.4, We hereby furnish the following information regarding the procurement made by us form Micro and Small Enterprises (MSEs) directly or through our sub-Contractors/sub-vendors as per the details given herein below:

Sl. No.	Contract Agreement No.	Name of Contractor/ Contractor*	Item Description as per contract Agreement	Qty	Total Value (In Rs.)	Executing Region	Items /components/raw materials sourced from MSE vendor for production of item at column 4	Total Value of the items/ components/ raw materials used for item at column 4 (In Rs.)	Name of MSE Vendor	Category (only Micro or Small)	Whether MSE owned by persons belonging to SC/ST category
1	2	3	4	5	6	7	8	9	10	11	12

Further, we hereby declare and confirm that the information mentioned above is correct and complete to best of our knowledge and the category of MSE vendors, as mentioned in the table above, has been ascertained at our end.

Note:

1. The Contractor/Contractor* shall be required to furnish the aforesaid information (contract-wise) on semi-annual basis i.e. for period from 1st April to 30th September and from 1st October to 31st March for each Financial Year.
2. Submission of aforesaid information for the preceding 6 months, in respect of all the contracts in the respective executing Region of POWERGRID, shall be a condition for processing of bills by POWERGRID for payment after 30th September /31st March, as the case may be.
3. Only those items of Contract Agreement may be included which involve sourcing of items/components/raw materials/ services from MSEs.

Name of Contractor/Contractor* ----------

Name of Authorised Person ----------

Designation ----------

Signature ----------

* as applicable

20. **FORMAT OF VALUE- ADDITION CERTIFICATE ON HALF-YEARLY BASIS (SEP 30 AND MAR 31), DULY CERTIFIED BY THE STATUTORY AUDITORS OF THE DOMESTIC MANUFACTURER**

Dear Sir,

We have read and understood the provisions of "Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement" [hereinafter, "Policy"] issued by the Ministry of Steel Government of India Vide Notification dated 8th May 2017 **and its revision dated 29th May 2019** including subsequent amendments/ modifications, if any.

In line with the provisions of the Policy, M/s. ……*(Name of the Domestic Manufacturer) [*hereinafter, "Domestic Manufacturer"*]* have submitted an Affidavit of self-certification to M/s. Power Grid Corporation of India Limited [hereinafter, POWERGRID] regarding Domestic Value Addition in Iron & Steel Products sourced from the Domestic Manufacturer for manufacturing/supply of Goods for …… *[Enter the name of the Contract*] awarded to ……[*Enter the name of the Contractor*] by POWERGRID, wherein they have agreed to abide by the terms and conditions of the Policy.

Further, in line with the Policy, the Statutory Auditor(s) of the Domestic Manufacturer have to issue a certificate on half-yearly basis (Sept 30 and March 31) duly certifying that the Domestic Value Addition made for Iron & Steel products sourced from the Domestic Manufacturer for manufacturing/supply of Goods for …… [*Enter the name of the Contract*] during the preceding 6 months, are in accordance with the Policy.

Accordingly, we, the Statutory Auditor(s) of the Domestic Manufacturer, certify that the Domestic Value addition, calculated as per the provisions of the Policy, for Iron & Steel products sourced from the Domestic Manufacturer for manufacturing/supply of Goods for …… [*Enter the name of the Contract*] during the preceding 6 months are as follows:

Name of the Product	Domestic Value addition for the preceding 6 months (i.e half year ending Sept 30/March 31 , 20….) in percentage

For and on behalf of, Date:

<<Statutory Auditor's attestation>>
Firm Reg No. Membership No.

Note:

1. *The Contractor shall be required to furnish the aforesaid certificate from their the Statutory auditors of the Domestic Manufacturer on semi-annual basis i.e for period from 1st April to 30th September and from 1st October to 31st March for each Financial Year.*

2. *Submission of aforesaid certificate for the preceding 6 months shall be a condition for processing of bills by POWERGRID for payment after 30th September /31st March, as the case may be.*

Form No. 21: Format of 'Authorization certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron & Steel Products'
(On Domestic Manufacturer's Letterhead, see GCC Clause 5.7)

To: [Insert: name of Employer]

Dear Ladies and/or Gentlemen,

WE **……*[insert: name of Domestic Manufacturer]*** [hereinafter, " Domestic Manufacturer"] who are established and reputable manufacturers of **…….. *[insert: name and/or description of the Iron/Steel Product being supplied by the Domestic Manufacturer]*** [hereinafter, "Iron & Steel Products"] having production facilities at **…….*[insert: address of factory]*** do hereby authorize **……*[insert: name & address of Contractor]*** (hereinafter, the "**Contractor**") who has signed the Contract with you against **'……*[insert: name of package alongwith Specification Number]*……'** for supply of Goods manufactured using the Iron & Steel Product produced by us.

We hereby undertake that we shall supply the Iron & Steel Products to the Contractor, adhering to minimum Domestic Value Addition prescribed for the Iron & Steel Products in line with the "Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by the Ministry of Steel Government of India Vide Notification dated 8th May 2017 and its revision dated 29th May 2019 including subsequent amendments/ modifications, if any.

For and on behalf of the Domestic Manufacturer

Signed:

_____

Date: _____

In the capacity of ……..*[insert: title of position or other appropriate designation]* and this should be signed by a person having the power of attorney to legal bind the Domestic manufacturer.

Date:.....

Place:.....
(Signature).....…….....…….
(Printed Name).....…….
(Designation).....…….....
(Common Seal).……..…..…..…..

Note 1. The Authorization certificate should be on the letterhead of the Domestic Manufacturer and should be signed by a person competent and having Power of Attorney to legally bind the Domestic Manufacturer.

Form No. 22: Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products to be provided on a non-judicial stamp paper of Rs. 100/-.

Date: ……

I _____S/o, D/o, W/o, _____Resident of_____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: _____*dated 8th May 2017 and its revision dated 29th May 2019* including subsequent amendments/ modifications, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies)/POWERGRID for the purpose of assessing the domestic value addition of Iron & Steel Products supplied **by us*/supplied by us to ……..(*Name of the contractor*)……*** for manufacturing/supply of Goods for ''……*[insert: name of package alongwith Specification Number]* ……'.

**** Please delete whichever is not applicable***

That the domestic value addition for all inputs which constitute the said Iron & Steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies)/POWERGRID for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No._____ *dated 8th May 2017 and its revision dated 29th May 2019* wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies)/POWERGRID is hereby authorized to take action in line with the provisions of the Integrity pact/ Bidding Documents. I also undertake to pay the assessment cost and pay all penalties as specified in the Bidding Document.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

i Name and details of the Manufacturer
(Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

iii. Iron & Steel Products for which the certificate is produced

iv. Procuring agency to whom the certificate is furnished

v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed

vi. Name and contact details of the unit of the manufacturer (s)

vii. Net Selling Price of the Iron & Steel products

viii. Freight, insurance and handling till plant

ix. List and total cost value of input steel (imported) used to manufacture the Iron & Steel products

x. List and total cost of input steel which are domestically sourced.

xi. Please attach value addition certificates from suppliers, if the input is not in-house.

xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

For and on behalf of…… (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>