

FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(TO BE SUBMITTED BY THE MANUFACTURER OF OPGW)

[STIPULATED IN CLAUSE]
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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 has agreed to supply the OPGW Manufactured by M/s(Name of Manufacturer), having its Principal place of business at(Address of Manufacturer) and Registered office at(Registered address of Manufacturer)..... (Herein after Referred to as the 'Manufacturer') in collaboration with M/s. (Name of Collaborator/Parent/Principal Company), having its Principal place of business at(Address of Collaborator/Parent/Principal Company) and Registered Office at(Registered address of Collaborator/Parent/Principal Company) (hereinafter referred to as the "Collaborator"), as a pre-requisite for qualification of the the Bidder/ Contractor and have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the successful performance of the said equipment in accordance with the Contract Specifications and that the Manufacturer having agreed to furnish a Contract Performance Guarantee equivalent to (3%) three per cent of the Ex-works cost of OPGW to be supplied by the Manufacturer/Contractor under the Contract. This CPG shall be in addition to Contract Performance Guarantee equivalent to 3% (three 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 (or Company) 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., three percent (3%) of the Ex-works cost of OPGW to be supplied by the Manufacturer/ Contractor under the Contract until ninety (90) days beyond the Defect Liability Period of the OPGW 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/Manufacturer/ Collaborator/Parent/Principal Company* 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/Manufacturer/ Collaborator/Parent/Principal Company* 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 said equipment 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 up 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 Collaborator, 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 authorized 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."

**FORM OF DEED OF UNDERTAKING BY THE CONTRACTOR TO BE EXECUTED
BY THE BIDDER/MANUFACTURER FOR EXTENDED WARRANTY OF
TWO (02) YEARS OVER AND ABOVE THE WARRANTY PERIOD
SPECIFIED FOR OPGW CABLE**

[STIPULATED IN CLAUSE]
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**(Declaration by Contractor regarding _____ for GTR/Qualifying
Requirements for manufacturer of OPGW)**

THIS DEED OF UNDERTAKING executed this day of Two Thousand and by M/s., a Company incorporated under the laws of having its Registered Office at (hereinafter called the “**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 the execution of (insert name of the package along with project name).....

AND WHEREAS Clause No., Section, of, Vol.-... forming part of the Bid Documents inter-alia stipulates that the **Contractor** must fulfill the General Technical Requirements for OPGW in the event of award/or post award stage and shall be bound and responsible for the successful performance of OPGW offered in the event the Bid submitted by the Contractor is accepted by the **Employer** resulting in a Contract.

AND WHEREAS the **Contractor** has submitted its Bid to the **Employer** vide Proposal No. dated

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

- 1.0 In consideration of the award of Contract by the **Employer** to the **Contractor** (hereinafter referred to as the “Contract”) we, the **Contractor** do hereby undertake that we shall be bound unto the (insert name of the Employer), for the successful performance of OPGW and shall be fully responsible for the design, manufacture, testing, supply on FOR destination delivery at site basis and unloading at site, storage, erection, testing & commissioning and successful performance of OPGW in accordance with the Contract Specifications.
- 2.0 We confirm **the extended warranty obligations of additional one (01) year over and above the warranty period specified for the entire quantity of OPGW to be supplied from the Contractor.**
- 3.0 We, the 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.

4.0 We, the Bidder/Manufacturer 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.

5.0 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.

IN WITNESS WHEREOF the 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 Contractor)

Signature

(Signature of the authorized representative)

Name

Name

Office Address

Common Seal of Company

WITNESS

WITNESS

Signature

Signature

Name

Name

Office Address

Office Address

Note:

1. For the purpose of executing the Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executants parties.
2. The Undertaking shall be signed on all the pages by the authorised representatives of Contractor should invariably be witnessed.
3. This Deed of Joint Undertaking attested by Notary Public of the place(s) of the respective executant(s) shall be submitted by the Contractor after finalization of vendor for OPGW as per TS in the event of award/ post award stage.

* *Strike-off whichever is not applicable.*

**FORM OF JOINT DEED OF UNDERTAKING BY THE COLLABORATOR/ PARENT
COMPANY
ALONGWITH THE BIDDER/MANUFACTURER**

[In line with Clause : Qualifying Requirements for manufacturer of OPGW of Section-

I: Technical Specifications, Volume-II]

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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 “**Collaborator**” 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 “**Manufacturer**” which expression shall include its successors, executors and permitted assigns) and Ms/., 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 the execution of (*insert name of the package along with project name*).....

AND WHEREAS Clause No., Section, of, Vol.-... forming part of the Bid Documents inter-alia stipulates that the Contractor and Manufacturer alongwith its Collaborator must fulfill the Qualifying Requirements for OPGW and be jointly and severally bound and responsible for the successful performance of OPGW offered in the event the proposal for supply of OPGW from the Manufacturer submitted by the Contractor is accepted by the Employer.

AND WHEREAS the Contractor has submitted its proposal to the Employer vide Proposal No. dated for supply of OPGW from the Manufacturer based on the collaboration/association of the Collaborator with the Bidder/Manufacturer.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

1.0 In consideration of the award of Contract by the Employer to the Contractor (hereinafter referred to as the “Contract”) we, the Collaborator and the Contractor and the Manufacturer do hereby declare that we shall be jointly and severally bound unto the (*insert name of the Employer*), for the successful performance of

OPGW and shall be fully responsible for the design, manufacture, testing, supply on FOR destination delivery at site basis and supervision of unloading at site, storage, erection, testing & commissioning and successful performance of OPGW 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 Collaborator in particular hereby agrees to depute their technical experts from time to time to the Contractor's/Indian Manufacturer's Works/Employer's Project site as mutually considered necessary by the Employer, Contractor, Manufacturer and the Collaborator to ensure

- (i) A valid technology transfer agreement, including license to manufacture and supply from India, between the Collaborator (the technology provider) and the Manufacturer covering the type, size and rating of the *.....sets specified, valid minimum up to the end of the defect liability period of the contract. The technology transfer agreement necessarily covers transfer of technological know-how for *..... in the form of complete transfer of design dossier, design software's, drawings and documentation, quality system manuals and imparting relevant training to the personnel of the Manufacturer.
- (ii) Proper design, engineering, manufacture, testing, supply transportation and delivery at site and supervision of unloading at site, storage, erection, testing & commissioning and successful performance of the equipment in accordance with Contract Specifications and
- (iii) If necessary, the Collaborator shall advise the Manufacturer suitable modifications of designs and implement necessary corrective measures to discharge the obligations under the contract.

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 Manufacturer shall apart from the Contractor's performance guarantee, furnish **additional 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 3% of the Ex works cost of OPGW as identified in the Contract awarded by the Employer to the Contractor. The guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract, and 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 Collaborator and Contractor and/or Manufacturer 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.

6.0 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 to adjudicate any dispute arising under or in connection with this agreement.

IN WITNESS WHEREOF the Collaborator, the Manufacturer and the 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.

(For Collaborator)

WITNESS	(Signature of the authorized representative)
Signature	Name
Name	Common Seal of Company
Office Address	

(For Contractor)

WITNESS	(Signature of the authorized representative)
Signature	Name
Name	Common Seal of Company
Office Address	

(For Manufacturer)

WITNESS	(Signature of the authorized representative)
Signature	Name
Name	Common Seal of Company
Office Address	

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 executants parties. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.
2. This Deed of Joint Undertaking duly certified by the Company Secretary shall be submitted alongwith the bid. Further, the Deed of Joint Undertaking attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that country shall be submitted by the bidder within ten (10) days from the date of intimation of post bid discussion.