SECTION – VI

SAMPLE FORMS AND PROCEDURES (FORMS)

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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 Supplier 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 Purchaser, 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 Purchaser 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 Purchaser 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/Supplier shall be effected only if the same is approved by the Purchaser. The Purchaser's decision in this regard shall be final and binding.

1. BID FORMS AND PRICE SCHEDULES

1.1 Bid Form

Please see Volume – III.

1.2 Price Schedule

Please see Volume – III

2a. BID SECURITY FORM (For Bank Guarantee)

(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 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 Ltd.,
Southern Region Transmission System-II,
Near RTO Test Driving Track, Singanayakanahalli,
Yelahanka Hobli,
Bangalore – 560 064

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 **Renovation of B Type, B plus type, C type and D type Quarters at Udumalpet SS** (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 Purchaser)*….. (Hereinafter called "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 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 Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the 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 up to _____*(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."

Form 2b. BID SECURITY FORM (For Insurance Surety Bond)

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.: .....…
Date: .....……..

To: (insert Name and Address of Employer)

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 '……..', under Specification No.: …….. (Hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE …….. *(insert name & address of the **Insurer**)* …… having its Registered/Head Office at …..…….*(insert address of registered office of the **Insurer**)*…….. (hereinafter called "**the Insurer** " which expression shall include its successors, administrators, executors and assigns), are bound unto ……*(insert name of Employer)*….. (hereinafter called "the Employer") 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, the **Insurer** binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said **Insurer** 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 up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer 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 **Insurer** not later than the above date.

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

2. This **Insurance Surety Bond** shall be valid upto _____*(validity date)*_____.

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

For and on behalf of the **Insurer**

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

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal _____

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 Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

3a. FORM OF NOTIFICATION BY THE PURCHASER 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 Purchaser the amount of …….. without any reservation, protest, demur and recourse. Further, any demand made by the Purchaser 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 Purchaser)* …….. 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 Purchaser)* …….', payable at ….*(insert place of the Purchaser)*….'.

Thanking you,

For.....(Name of the Purchaser)

(AUTHORISED SIGNATORY)

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

3b. FORM OF NOTIFICATION BY THE PURCHASER 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 Purchaser)* …….. 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 Purchaser)* ……., payable at ….*(insert place of the Purchaser)*….'.

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

Thanking you,

For.....(Name of the Purchaser)

(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…….

Form 3c. FORM FOR FORFEITURE OF INSURANCE SURETY BOND

To: *(insert Name and Address of the Insurer)*

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

Dear Sirs,

Please refer to the subject Insurance Surety Bond 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 **Insurer** 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 **Insurer** 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 **Insurer** 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* **Insurer***)*….

Form 3d. FORM FOR CONDITIONAL CLAIM PENDING EXTENSION IN INSURANCE SURETY BOND

To: *(insert Name and Address of the* **Insurer***)*

Ref..: Conditional Claim against Insurance Surety Bond 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 **Insurance Surety Bond** executed by you in our favour on behalf of M/s. ……*(insert name of the Bidder)* ……..., who have submitted this **Insurance Surety Bond** 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 **Insurance Surety Bond** for full guaranteed sum. Kindly note that this claim/demand against the subject **Insurance Surety Bond** is without any further notice in case the amendment to **Insurance Surety Bond** 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 **Insurance Surety Bond** 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 **Insurance Surety Bond** extending the validity up to ……. is received by us by…….

4. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT'

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

Ref. No. :

Date :
.....*(insert Supplier'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 Purchaser 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 breakup:

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 10% (Ten 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 Purchaser).....
(Authorised Signatory)

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

Ref. No. :

Date :

.....*(insert Supplier'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 Purchaser 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.	Supervision 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 10% (Ten 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 Purchaser).....
(Authorised Signatory)

Appendix-1

TERMS AND PROCEDURES OF PAYMENT

In accordance with the provisions of GCC Clause 64 (Terms of Payment), the Purchaser shall pay the Supplier 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 Supplier may make applications for payment in respect of part deliveries as work proceeds.

1. **TERMS OF PAYMENT:** Hundred percent (100%) shall be released within 30 days after completion of entire scope of works & certification of Engineer-in-charge:

   a. Acknowledgement of Award.
   b. Contractor's GST invoice.
   c. Payments shall be released by PPPFC, Bangalore. Bills along with all details of measurement sheets shall be submitted by the contractor as per the provisions of Conditions of Contract for Civil Works Clause No. 64.0. Payment for the work will be regulated in accordance with the above Clause of Conditions of Contract for Civil Works.

   Submission of documents (Post-award) / Other Terms and conditions: After award of the contract, following documents are required to be submitted within **15 (Fifteen) Days** from the date of award as mentioned in the bidding documents:
   i) Signing of Contract Agreement.
   ii) Signing of NDA
   iii) Submission of the details of items, components, raw materials, services etc. procured/availed from MSEs, if any, for the preceding 6 months, in respect of all the contracts in the respective executing Region of POWERGRID as per format enclosed in the Bid document and certification by Employer's representative.

1.1 Income Tax and other statutory levies as applicable as per provisions in the Income Tax Act/Other Taxation Laws as applicable at the time of payment shall be deducted at source unless concerned tax authorities exempt the contractor. POWERGRID shall affect TDS as per the rules / statutory requirements and issue TDS certificate.

1.2 Paying Authority shall be Head of PPPFC, RHQ, Bengaluru. All bills along with all details shall have to be submitted by you to the Engineer-in-charge for verification and effecting payment by the paying authority. GSTN No. for POWERGRID Karnataka is 29AAACP0252G1ZP.

1.3 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 Invoice mart (A. TReDS Limited) and the facility of the same may be availed by Micro, Small and Medium Enterprises (MSMEs) for payment.

1.4 Type Test Charges: **Not Applicable**

1.5 Inland Transportation & Insurance Charges

Inland transportation and In-transit Insurance charges shall be paid to the Supplier on pro-rata basis, as per the unit rates indicated in the Contract Agreement, after receipt of materials/items at site and on presentation of the Bill of supply or any other documents prescribed under GST Law along with supporting documents by the Supplier. However, these charges will be subject to a limitation that the aggregate of all invoices does not exceed the total amount indicated in the Contract Agreement. **It is the Purchaser's understanding that as per extant provisions, on the charges for supply of services related to Inland transportation, In-transit insurance, and loading by the Supplier to the Purchaser, GST is not payable. The Supplier is, however, advised to check the position from their own sources. If payable, the same shall be to the Supplier's account and Purchaser shall not reimburse any GST on this account.**

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 Purchaser and the Supplier, shall be reimbursed by the Purchaser as follows:

(a) GST on Advance payment (if applicable) shall be reimbursed along with the Advance payment.

(b) In case of Ex-works supply of goods, remaining GST (GST charged on invoice less GST on advance) shall be reimbursed along with progressive payment on dispatch.

(c) GST on type test *(if type test applicable)* shall be reimbursed after successful completion of the Type test and along with the progressive payment on dispatch for the first consignment of Goods for which the type test has been conducted.

(d) GST on Supervision Charges *(if supervision applicable)* shall be reimbursed on successful completion of Supervision of installation.

(e) 100% GST reimbursable on account of increase in Contract price due to price adjustment shall be reimbursed along with the 90% payment of the Price adjustment amount

All GST payment except GST applicable on advance shall be against GST invoices/debit notes raised by the Supplier as specified under the GST Act and related Rules, Notifications, etc. as notified by the Government in this regard. In the event that the Supplier fails to provide the invoice/debit note in the form and manner prescribed under the GST Act and Rules, the Purchaser 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). Further, the Supplier shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Purchaser, as prescribed under the GST Law.

Payment towards taxes & duties shall be released by the Purchaser directly to the Supplier.

2. PAYMENT PROCEDURES

2.1 Method of Payment

The Purchaser shall make payments promptly within thirty (30) days of submission of an invoice/claim by the Supplier, 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 Supplier directly.

All payments to be made directly to the Supplier shall be made by the Purchaser through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the Contract.

Taxes and Duties will be deducted at source as applicable as per statutory norms from time to time.

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

2.2 Payment Tracking

POWERGRID has developed a web-based Bill Tracking System for their various suppliers/contractors. Pursuant to validation of the online registration and activation of the user ID by POWERGRID, the Contractor/Supplier** (**to select as applicable) may track status of bills using 'On-Line Vendor Tracking System'. To use this system the Contractor/Supplier** is required to get itself registered once online at POWERGRID's ERP Portal with the link URL (https://etender.powergrid.in). Once Registered the Contractor/supplier** 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/supplier** can log in to POWERGRD's Vendor Bill Tracking System (BTS) with Vendor Log-In ID and Password.

b) After login as at (a) above, Contractor/Supplier** 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. There is an option available for the Vendor in the Vendor Portal to attach the soft copies of the invoice documents in pdf form. (SOP as per Annexure –I also available to the Vendors in vendor portal.).

c) After upload of the soft copies, Original Invoice documents along with the BTS ID will be sent by the Vendor to PPPFC (for PPPFC enabled Regions) / Site Engineer (For Other Regions)/ The physical bills along with printed copy of e-mail received from BTS (unique BTS number) shall be submitted by the Contractor/Supplier**

d) On receipt of physical bill /Attached Invoice in BTS, concerned POWERGRID's official shall online acknowledge the receipt of bill. This action will trigger an automated mail to the Contractor/supplier** 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/Supplier** by POWERGRID, which can be viewed under the tab "Invoice Returned".
For PPPFC enabled regions, if the hard copy of the bills are received at Site/ Region, the same shall be forwarded to PPPFC for storing.

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

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

PRICE ADJUSTMENT

As per SCC clause 5.0

Appendix-3

INSURANCE REQUIREMENTS

A) Insurances to be taken out by the Supplier

In accordance with the provisions of GCC Clause 30, the Supplier 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 Purchaser, 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 Supplier of his risks and liabilities under the provisions of GCC Clause 30. However, in such a case the Supplier shall be required to furnish to the Purchaser documentary evidence from the insurer in support of the insurer's inability as aforesaid.

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

~~(I)(i) Marine Cargo policy for imported equipment~~

~~The Supplier shall take the Marine Cargo Policy for Plant and Equipment including mandatory Spares to be supplied from abroad wherein export/import including inland transit is involved for the movement of the Plant and Equipment including mandatory Spares. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer's works to the project's warehouse at final destination site. The policy shall cover all risk for loss or damage that may occur during transit of Plant and Equipment including mandatory Spares from the Supplier/sub-Supplier's works or stores until arrival at project's warehouse/ store at final destination. Institute Cargo Clause (ICC) 'A' along with war & Strike Riots & Civil Commotion (SRCC) cover shall be taken.~~

~~(I)(ii) Transit Insurance Policy for indigenous equipment~~

~~Similarly, Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Plant and Equipment including mandatory Spares supplied from within India. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer's works to the project's warehouse at final destination site. Inland Transit Clause (ITC) 'A' along with Strike Riots & Civil Commotion (SRCC) extension cover shall be taken.~~

~~Amount~~	~~Deductible Limits~~	~~Parties insured~~	~~From~~	~~To~~

~~120% 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~~ ~~120% of Ex-work Price of all the Plant and Equipment including mandatory Spares to be supplied from within India plus GST, if additionally payable.~~	~~Nil~~	~~Supplier & Purchaser~~	~~Manufacturer's ware-house~~	~~Project 's ware-house store at final destination~~

~~(II) If during the execution of Contract, the Purchaser requests the Supplier to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Supplier 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 Supplier 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.~~

~~(III) The Supplier shall take the policy in the joint names of Purchaser and the Supplier. The policy shall indicate the Purchaser as the beneficiary. However, if the Supplier is having an open policy for its line of business, it should obtain an endorsement of the open cover policy from the insurance company indicating that the dispatches against this Contract are duly covered under its open policy and include the name of the Purchaser as jointly Insured in the endorsements to the open policy.~~

(b) **Erection All Risk Policy/Supplier 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 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	Minimum deductible as per Tariff Advisory Committee guidelines*	Supplier & Purchaser	Receipt at site of first lot of the Plant and Equipment including mandatory Spares	Up to Operational Acceptance

* ***The deductibles as aforesaid shall not absolve the Supplier 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 Supplier's account.***

(II) The Supplier shall take the policy in the joint name of Purchaser and the Supplier. All these policies shall indicate Purchaser 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 Purchaser.

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

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

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 Purchaser's personnel) and loss of or damage to property (including the Purchaser's property and any parts of the Facilities which have been accepted by the Purchaser) occurring in connection with supply and installation of the Facilities.

Amount	Deductible limits	Parties insured	From	To
• For projects up to 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*	Supplier/ Sub-Supplier	Receipt at site	up to Defect Liability Period.

* ***The deductibles as aforesaid shall not absolve the Supplier 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 Supplier's account

(V) As per GCC Clause 30.8, the cost of insurance premium is to be reimbursed to the Supplier for Owner Supplied Materials (OSM) for which the insurer is to be finalized by the Supplier as detailed therein. Alternatively, the Supplier may take a single policy covering the entire cost of the project including the cost of OSM. For this purpose, the Supplier shall submit documentary evidence for the premium paid for the entire project to the Purchaser and Purchaser shall reimburse to the Supplier the proportion of premium equal to value of OSM to total sum insured.

If during the execution of Contract, the Purchaser requests the Supplier to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Supplier 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 Supplier 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 Supplier shall ensure that all the vehicles deployed by the Supplier or its Sub Suppliers (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 Supplier or its Sub Suppliers 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 Supplier in accordance with the statutory requirement applicable in India. The Supplier shall ensure that all the workmen employed by the Supplier or its Sub-Suppliers for the project are adequately covered under the policy.

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

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

(III) Without relieving the Supplier of its obligations and responsibilities under this Contract, before commencing work the Supplier shall insure against liability for death of or injury to persons employed by the Supplier 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 Supplier.

The Supplier shall also ensure that each of its Sub-Suppliers shall affect and maintain insurance on the same basis as the 'Workmen Compensation Policy' effected by the Supplier.

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

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

The Purchaser shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Sub-Clause 30.1, except for the Third-Party Liability, Workmen Compensation Policy Insurances, and the Supplier's Sub Suppliers shall be named as co-insureds under all insurance policies taken out by the Supplier 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 Purchaser

The Purchaser 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:

SL. No	Activities	Duration from the date of Letter of Intimation of Award (LOI)
Taking Over by the Purchaser upon successful Completion of:		
1	**Construction of 765/400 kV ICT & 765 kV Bays including SPR Rooms, common facilities for the augmentation portion of 765/400/220kV Koppal-II PS under "System strengthening at Koppal-II and Gadag-II for integration of RE generation projects" under SR-II.**	**6 months**

TIME THE ESSENCE OF CONTRACT:
The entire works shall be completed in all respect within **6 months** **from the date of issue of Letter of Intimation of Award (LOI).**

Name of the Element	**Details of Bays to be completed with in the scheduled period**		**Schedule for completion –in Months from Date of LOI. .**
	765 / 400 kV ICTs	**765 kV ICT bays**	
765/400 kV ICTs – **03 nos &** 765 kV ICT Bays - **03 nos** at Koppal along with common facilities.	03 nos	03 nos	6 months

The contractor shall deploy sufficient Manpower, Equipment and T&P for this work to complete the work within the completion period specified above.

1.1 The Supplier's shall undertake activities under the contract viz. design, engineering, manufacturing, supply, factory testing, transportation to site, 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 Purchaser reserves the right to request minor changes in the work schedule at the time of Award of Contract to the successful Bidder.

GUARANTEES, LIQUIDATED DAMAGES FOR NON – PERFORMANCE

1.0 The equipment offered shall meet the rating and performance requirements stipulated in Technical Specification for various equipment or indicated in Data requirement.

5. FORM OF CONTRACT AGREEMENT
[Alternative – a]

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

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

BETWEEN

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

and

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

WHEREAS the Purchaser desires to engage the Supplier 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 Supplier 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 Purchaser and the Supplier, 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 Supplier.

(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 Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier 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 Purchaser and the Supplier 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 Supplier shall be overall responsible to ensure the execution of both the contracts to achieve successful completion and taking over of the Goods by the Purchaser as per the requirements stipulated in the Contract. It is expressly understood and agreed by the Supplier 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 Purchaser a right to terminate the 'Second Contract' either in full or in part, and/or recover damages there under that Contract, shall give the Purchaser an absolute right to terminate this Contract at the Supplier'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 Supplier of any of its responsibility/ obligations under this 'First Contract'. It is also expressly understood and agreed by the Supplier that the Goods supplied by the Supplier under this 'First Contract' when **Installed & Commissioned** by the Supplier under the 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

IN WITNESS WHEREOF the Purchaser and the Supplier 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 Purchaser ..... Signature ..... Title in the presence of	Signed by for and on behalf of the Supplier ..... Signature ..... Title in the presence of

5. FORM OF CONTRACT AGREEMENT
[Alternative – b]

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

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

BETWEEN

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

and

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

WHEREAS the Purchaser desires to engage the Supplier 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 Supplier 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 Purchaser and the Supplier, 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 Supplier.

(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 Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier 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 Purchaser and the Supplier 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 Supplier shall be overall responsible to ensure the execution of both the contracts to achieve successful completion and taking over of the Goods by the Purchaser as per the requirements stipulated in the Contract. It is expressly understood and agreed by the Supplier 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 Purchaser a right to terminate the 'First Contract' either in full or in part, and/or recover damages there under that Contract, shall give the Purchaser an absolute right to terminate this Contract at the Supplier'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 Supplier of any of its responsibility/ obligations under this 'Second Contract'. It is also expressly understood and agreed by the Supplier that the Goods supplied by the Supplier under the 'First Contract' when Installed & Commissioned by the Supplier under this 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

IN WITNESS WHEREOF the Purchaser and the Supplier 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 Purchaser ..... Signature ..... Title in the presence of	Signed by for and on behalf of the Supplier ..... Signature ..... Title in the presence of

Form 6 a. PERFORMANCE SECURITY FORM

Bank Guarantee No. …… Date.....

NOA/Contract No.....

……..*[Name of Contract]*…….

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

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

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

(OR)

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

having its Principal place of business at ……....*(Address of Supplier)* ..... and Registered Office at ……....*(Registered address of Supplier)* ..... ("the Supplier") concerning ……..…. *(Indicate brief scope of work)* ..... for the complete execution of the …… *(insert name of Package alongwith name of the Project)*……..

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., **ten percent (10%) 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 Supplier 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 Supplier 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 Goods 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 Supplier, 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.

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 for limitation of liability, 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*]:

   Quote

   "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*) _____."

Unquote

Form 6b. PERFORMANCE SECURITY FORM (For Insurance Surety Bond)

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.: .....…
Date: .....……..
NOA/Contract No.....

……..[Name of Contract]…….

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

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

(or)

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)…….. [Applicable for **Insurance Surety Bond** 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 **Insurance Surety Bond** to be issued by Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned, ……(insert name & address of the issuing **Insurer**) ……, a **Insurer** (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 **Insurer**)……..... do hereby irrevocably guarantee payment to you up to …….. i.e., Ten percent (10%) 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 **Insurance Surety Bond** 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 **Insurance Surety Bond** 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 **Insurance Surety Bond** 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 **Insurance Surety Bond** 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 **Insurance Surety Bond** shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

2. This **Insurance Surety Bond** shall be valid upto _____*(validity date)*_____.

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

For and on behalf of the **Insurer**

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

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Insurer _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.

3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

5. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

7. FORM OF TAKING OVER CERTIFICATE

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Supplier)

Dear Ladies and/or Gentlemen,

Pursuant to GCC 20.4 (Taking Over) of the General Conditions of the Contract entered into between yourselves and the Purchaser dated …… for ..... *(insert Contract name)* .....…….. we hereby notify you that the following Goods and Related Services have been used in the Facilities …….. *(insert brief description of the facilities)* ……. which were successfully commissioned on the date specified below, and that, in accordance with the terms of the Contract, the Purchaser hereby takes over the said Goods:

Date of Commissioning of the Facilities :.....

This letter is being issued to you as a confirmation of final acceptance of the Goods and does not relieve you of your obligations during the Defects Liability Period in accordance with the Contract.

Very truly yours,

Title
(Project Manager)

8. FORM OF EXTENSION OF BANK GUARANTEE

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

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

Dear Sirs,

Sub.: Extension of Bank Guarantee No. …… …… dated …… for ……., issued to you on behalf of M/s. ……*(insert name of the Supplier)* ……... 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 Supplier)* …....., 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.

9. 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 Purchaser alongwith address) …… (hereinafter called the 'Purchaser') to undertake the following acts :

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

ii) To negotiate with the Purchaser the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Purchaser 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 Purchaser

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 authorized representatives of each of the partners and should invariably be witnessed.

10. 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 Purchaser)* ……., a Company incorporated under the Companies Act of 1956 having its registered office at …….*(insert registered address of the Purchaser)*…… (hereinafter called the "Purchaser").

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

AND WHEREAS the Purchaser invited bids as per the above mentioned Specification for the design, manufacture, supply and delivery of goods on final destination site basis, as stipulated in the Bidding Documents for …… *(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 Purchaser 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 Purchaser 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 Purchaser for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the goods 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 Purchaser suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the goods 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 Purchaser, on its demand without any demur. It shall not be necessary or obligatory for the Purchaser to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Purchaser 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 Purchaser.

4. The financial liability of the Parties of this Deed of Undertaking to the Purchaser, 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 Purchaser 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 Purchaser 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 …….

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

(Signature of the authorized

Signature …….

representative)

WITNESS :

I. ……

II. ……

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

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

Name ……..

Designation …….

(Signature of the authorized representative)

Signature …….

WITNESS :

I. ……

II. ……

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

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

Name ……..

Designation …….

Signature …….

(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.

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

BANK CERTIFICATE

This is to certify that M/s. _____ *(insert Name & Address of the Supplier)* _____ who have submitted their bid to ……..*(insert name of the Purchaser)*…… 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

12. FORM OF MATERIAL ACCEPTANCE CERTIFICATE

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Supplier)

Dear Ladies and/or Gentlemen,

Pursuant to GCC 20.1 of the General Conditions of the Contract entered into between yourselves and the Purchaser dated …… for ..... *(insert Contract name)*.....…….. we hereby notify you that the delivery of following Goods has been completed at final destination site on the date specified below:

Sl. No.	Description of Goods	Date of Delivery

This letter is being issued to you as a confirmation of acceptance of the Goods by the Purchaser and the Purchaser hereby takes the responsibility for care and custody and the risk of loss thereof on the date mentioned above.

This letter does not relieve you of your other obligations including the obligations during the Defects Liability Period in accordance with the Contract.

Very truly yours,

Title
(Project Manager)

13. FORM OF JOINT DEED OF UNDERTAKING BY THE LICENSOR ALONGWITH THE BIDDER

(NOT APPLICABLE)

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 "Licensor" 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"/"Supplier" which expression shall include its successors, executors and permitted assigns) in favour of …….. *(insert names of the Purchaser)* ……., a Company incorporated under the Companies Act of 1956 having its registered office at …….*(insert registered address of the Purchaser)*…… (hereinafter called the "Purchaser" which expression shall include its successors, executors and permitted assigns)

WHEREAS the "Purchaser" invited Bid as per its Specification No. …….. for design, manufacture, testing and supply of ……..(*insert rating and name of the Goods*)……..on final destination site basis for ……(*insert name of the package alongwith name of the project*)…….

AND WHEREAS Clause No. ……., Section ……, of ……, Vol.–… forming part of the Bid Documents inter-alia stipulates that the Bidder alonwith the Licensor must fulfill the Qualifying Requirements and be jointly and severally bound and responsible for the successful performance of the Contract in the event the Bid submitted by the Bidder is accepted by the Purchaser resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Purchaser vide Proposal No. ……..……. dated ……. based on Licensee of the Licensor.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

1.0 In consideration of the award of Contract by the Purchaser to the Bidder (hereinafter referred to as the "Contract") we, the Licensor and the Bidder/Supplier do hereby declare that we shall be jointly and severally bound unto the …… *(insert name of the Purchaser)* ……, for the successful performance of the Contract and shall be fully responsible for the design, manufacture, testing, supply on final destination delivery at site basis and successful performance of package(s) 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 Licensor in particular hereby agrees to depute their technical experts to the Supplier's Works as considered necessary by the Purchaser, Supplier and the Licensor to ensure proper design, manufacture, Quality Management, testing, supply on final destination delivery at site basis and successful performance of the goods in accordance with Contract Specifications and if necessary the Licensor shall advise the Supplier 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 Licensor shall apart from the Supplier's performance guarantee, furnish a Contract Performance Guarantee from its Bank in favour of the Purchaser in a form acceptable to the Purchaser. The value of such guarantee shall be equal to **05%** of value of the Contract awarded by the Purchaser to the Supplier 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 Purchaser on demand without any reservation or demur.

5.0 We, the Licensor and the Bidder/Supplier confirm that the licensee agreement shall be valid for a period of atleast five (5) years after the guarantee period of the goods to be supplied under the Contract.

6.0 We, the Licensor and the Bidder/Supplier 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 Purchaser discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Licensor and the Bidder/Supplier 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

Signature …….

Name ……..

(For Licesnor)

(Signature of the authorized representative)

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

14. FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
(TO BE SUBMITTED BY LICENSOR)

Bank Guarantee No. …… Date.....

Contract No.....

……..*[Name of Contract]*…….

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

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 Supplier)* ....., having its Principal place of business at ……....*(Address of Supplier)* ..... and Registered Office at ……....*(Registered address of Supplier)* ..... ("the Supplier") concerning ……..…….. *(Indicate brief scope of work)* ..... for the complete execution of the …… *(insert name of Package alongwith name of the Project)*……..

Whereas, M/s. ..... *(Name of Supplier)* ....., having its Principal place of business at ……....*(Address of Supplier)* ..... and Registered Office at ……....*(Registered address of Supplier)* ..... (hereinafter referred to as the "Supplier") has agreed to supply the ……..@..... as a Licensee of M/s. ..... *(Name of Licensor)* ....., having its Principal place of business at ……....*(Address of Licensor)* ..... and Registered Office at ……....*(Registered address of Licensor)* ..... (hereinafter referred to as the "Licensor"), as a pre-requisite for qualification of the Bidder/Supplier 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 goods in accordance with the Contract Specifications and that the Collaborator having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to (05%) five per cent of the cost of ……@..... to be supplied by the Supplier 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 Supplier 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., five percent (05%) of the cost of ……@..... to be supplied by the Supplier 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 Supplier /Licensor 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 Supplier/Licensor 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 Goods 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 Licensor, 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.

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. @ Insert name of the Goods

4. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, 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*]:

Quote

"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*) _____."

Unquote

15. POWER OF ATTORNEY FORM (TO BE ISSUED BY MANUFACTURER TO ITS AUTHORIZED REPRESENTATIVE) –

NOT APPLICABLE

KNOW ALL MEN BY THESE PRESENTS THAT WE ……. Company incorporated under the laws of …….. and having its Registered Office / Head Office at …… (hereinafter called the 'Manufacturer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) through Mr. …….. its …….. (Designation) do hereby constitute, nominate and appoint …….. a company incorporated under the laws of …….. and having its Registered Office / Head Office at ……as its duly constituted lawful Attorney (hereinafter called the 'Attorney' or 'Authorised Representative') to exercise all or any powers for and on behalf of the manufacturer in regard to Specification No…….. Package ……. the bids for which have been invited by …….. *(insert names of the Purchaser)* …….., a Company incorporated under the Companies Act of 1956 having its registered office at …….*(insert registered address of the Purchaser)*…… (hereinafter called the "Purchaser" which expression shall include its successors, executors and permitted assigns) to undertake the following acts:

i) To submit proposal and participate in the aforesaid Bid Specification of the Purchaser on behalf of the Manufacturer.

ii) To negotiate with the Purchaser the term and conditions including prices for award of the Contract pursuant to the aforesaid Bid and sign the Contract with the Purchaser for and behalf of the Manufacturer.

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 Manufacturer.

It is expressly understood that this Power of Attorney shall remain valid, binding and irrevocable till Completion of Warranty Period in terms of the Contract.

The Manufacturer hereby agrees and undertakes to ratify and confirm all whatsoever the said Attorney/Authorised Representative quotes in the bid, negotiates and signs the Contract with the Purchaser and/or proposes to act on behalf of the Manufacturer by virtue of this Power of Attorney and the same shall bind the Manufacturer as if done by itself.

IN WITNESS THEREOF THE Manufacturer has executed these presents …….. on this …….. day of …… under the Common Seal of the Manufacturer (Company).

For and on behalf of

Common Seal of the above Manufacturer

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 Power of Attorney, the non-judicial stamp papers of appropriate value shall be purchased in the name of Manufacturer.

2. The filled up Proforma by the manufacturers shall be enclosed alongwith the bid in case of bid is submitted by authorized representative.

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-suppliers/sub-vendors as per the details given herein below:

Sl. No.	Contract Agreement No.	Name of Contractor/Supplier*	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/Supplier* 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/Supplier* ----------

Name of Authorized Person ----------

Designation ----------

Signature ----------

MUTUAL CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the ---- day of ----------

Between

Power Grid Corporation of India Limited., a company incorporated in India and having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 and one of its office Southern Region Transmission System-II RHQ, Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore – 560 064

AND

----------. incorporated under the laws of India and having its principal place of business at **----------** **----------**.

For purposes of this Agreement, the party that owns and/or discloses confidential information is hereinafter referred to as the "Disclosing Party" and the party that receives and or accesses confidential information hereunder is hereinafter referred to as "Recipient."

1. **Purpose.** The parties hereto wish to explore a business opportunity of mutual interest and in that either party may receive confidential information of the other party for the following purposes: **"Construction of 765/400 kV ICT & 765 kV Bays including SPR Rooms, common facilities for the augmentation portion of 765/400/220kV Koppal-II PS under "System strengthening at Koppal-II and Gadag-II for integration of RE generation projects" under SR-II."**

2. **Definition.** "Confidential Information" means any information, technical data, or know-how (including, but not limited to, information relating to research, products, software, services, development, inventions, processes, engineering, marketing, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by the Disclosing Party to Recipient either directly or indirectly in any form whatsoever including, but not limited to, in writing, in machine readable or other tangible form, orally or visually (subsequently reduced to writing) (i) that has been marked as confidential; (ii) whose confidential nature has been made known by Disclosing Party, orally or in writing, to Recipient; or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

3. **Exclusions**. Confidential Information does not include information, which: (i) is in Recipient's possession at the time of disclosure; (ii) before or after it has been disclosed to Recipient, becomes part of the public knowledge or literature, not as a result of any action or inaction of Recipient; (iii) is approved for release by written

authorization of the Disclosing Party; (iv) is disclosed to Recipient by a third party not in violation of any obligation of confidentiality; or (v) is independently developed by Recipient without reference to Confidential Information of the Disclosing Party.

4. **Use Limitations**. Recipient agrees not to use the Confidential Information for its own use or for any purposes except for the Purpose expressly set forth above. Recipient agrees not to copy, alter, modify, disassemble, reverse engineer or decompile any of the materials unless permitted in writing by the Disclosing Party.

5. **Non-Disclosure**. Recipient agrees not to disclose the Confidential Information to any third parties or to any of its employees except those employees who have a need to know the Confidential Information for accomplishing the stated Purpose described herein and where such employees shall be made aware that the information is confidential and shall be under a written contractual restriction on non-disclosure and proper treatment of Confidential Information that is no less restrictive than the terms of this Agreement. Notwithstanding the foregoing, Recipient may disclose the Disclosing Party's Confidential Information to the extent required by a valid order by a court or other governmental body or by pursuant to an applicable law or regulation; provided, however, that Recipient will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure. Recipient agrees that it shall treat the Confidential Information with the same degree of care as it accords to its own confidential information of a similar nature; provided that in no event shall Recipient exercise less than reasonable care to protect the Confidential Information. Recipient agrees to advise the Disclosing Party in writing of any misappropriation or misuse by any person of such Confidential Information of which Recipient may become aware.

6. **Third Party Information**. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

7. **Return of Materials**. Any materials or documents of Disclosing Party which are furnished to Recipient, and all copies thereof, at the earlier of Disclosing Party's request for return of the materials, or the termination of the business relationship between the Disclosing Party and Recipient, at the Disclosing Party's option, will either be: (i) promptly returned to the Disclosing Party; or (ii) destroyed by Recipient (with Recipient providing written certification of such destruction).

8. **No License.** The Confidential Information shall remain the sole property of the Disclosing Party. No license is granted to Recipient under any patents, copyrights,

mask work rights or other proprietary rights by the disclosure of any information hereunder, nor is any warranty made as to such information.

9. **Remedies.** Recipient understands and agrees that the Disclosing Party is providing the Confidential Information to Recipient in reliance upon this Agreement, and Recipient will be fully responsible to the Disclosing Party for any damages or harm caused to the Disclosing Party by a breach of this Agreement by Recipient or any of its officers, directors, employees or consultants. Recipient acknowledges and agrees that a breach of any of its promises or agreements contained herein will result in irreparable injury to the Disclosing Party for which there will be no adequate remedy at law, and the Disclosing Party shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of this Agreement by Recipient. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the Agreement but shall be in addition to all other remedies available at law or in equity.

10. **Arbitration Clause.** In the event of any dispute or difference relating to the interpretation and application of the provision of this MOU, if not settled amicably, shall be referred by either party for Arbitration to the Sole Arbitrator under the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be at Bengaluru and the Courts in Bengaluru (karnataka), shall have exclusive jurisdiction in all matters arising under the agreement, including execution of arbitration award.

11. **Attorneys' Fees**. In the event of any litigation or other legal proceedings between the parties, the prevailing party shall be entitled to reasonable attorneys' fees and all costs of proceedings incurred in enforcing this Agreement.

12. **Termination & Survival**. This Agreement will become effective as of the date first mentioned herein above and will continue to be in force for a period of one (1) year thereafter. Recipient's obligations under this Agreement with respect to Confidential Information it has received shall continue for a period of Nine (9) years after such disclosure.

13. **General**. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. This Agreement may be amended or modified only in writing signed by authorized representatives of the parties hereto. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement and the unenforceable or invalid provision shall be construed to be amended in order to avoid such unenforceability or invalidity while preserving as closely as possible the intent of the parties.

14. **Notices.** All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit in the mail.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed by a duly authorized representative of such party as of the date first above written.

Power Grid Corporation of India Limited ……..

Signature: _____ Signature : _____

Name: …….. Name :
……

Title: …….. Title :
……

Date: …….. Date : …….