Annexure-IIA

SAMPLE FORMS AND PROCEDURES (FORMS)

1. PERFORMANCE SECURITY FORM

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank)

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

To:
Power Grid Corporation of India Ltd.
Nagpur,

In consideration of the Power Grid Corporation of India Ltd. having its registered office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 (hereinafter referred to as the Employer/Corporation which expression shall unless repugnant to the context of meaning thereof, include its successors administrator and assign) having awarded to M/s..... with its registered/head office at ..... (hereinafter referred to as Contractor which expressions shall unless repugnant to the context or meaning hereof include its successors, administrators, executors and assigns) and the same having been acknowledged by the Contractor resulting in a Contract, bearing No. ..... dt. ..... valued at ..... for ..... (scope of contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to ..... percent of the said value of the contract to the Employer.

We .....
(Name & Address)
having its head office at ..... (hereinafter referred to as "Bank" which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer on demand any and all monies payable by the Contractor to the extent of ..... as aforesaid at any time upto ..... (day/months/year) without any demure, reservation, contest, recourse or protest and or without any reference to the Contractor.

Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and Contractor or any dispute pending before any court, tribunal, arbitrator or any other authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the said Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Employer or any other indulgences shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that Employer at its option shall be entitled to enforce this guarantee against the bank as a principal debtor in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to ..... and it shall remain in force upto and including ..... 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 guarantee has been given.

Dated this ..... day of ..... 20 ..... at .....

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

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) to Engineer-In-Charge with a copy to C&M, 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. 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 Authorised Person ----------

Designation ----------

Signature ----------

* as applicable