

SECTION - VI

SAMPLE FORMS AND PROCEDURES (FORMS)

Name of the Package: Construction of 1 no. 400kV line bay (Bus Section-1) at Mandsaur S/s for 600MW RPP of M/s Sprng Green Energy 2 Pvt. Ltd. and 1 no. 220kV line bay (Bus Section-1) at Mandsaur S/s for 200MW RHGS of M/s Hexa Climate Solutions Pvt. Ltd. for providing connectivity to RE generation projects at Mandsaur PS.

Tender Enquiry No :WR2/NT/W-AIS/DOM/G01/26/07696 -SRM RFX - 5002005414

SAMPLE FORMS AND PROCEDURES (FORMS)

Preamble

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

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

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

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

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

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

1. BID FORMS AND PRICE SCHEDULES

1.1 Bid Form

Please see Volume - III.

1.2 Price Schedule

Please see Volume - III

2. BID SECURITY FORM [Not Applicable]

((To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank. For the purpose of verification/confirmation of this Bank Guarantee by the Employer, 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:

Contract Services

Power Grid Corporation of India Ltd.,
Western Region Transmission System-II,
Regional Head Quarter, Plot No 54,
Opp. Ambe Vidyalaya ,Sama Savli Road,
Vadodara - 390024.

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 issuing bank*) having its Registered/Head Office at(*insert address of registered office of the bank*)..... (hereinafter called "the Bank" **which expression shall include its successors, administrators, executors and assigns**), are bound unto(*insert name of Employer*)..... (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 Bank binds itself, its successors and assigns by these presents.

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

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment - Declaration of the Bid; or

- (3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Clause 27.2; or
- (4) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants (s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion; or
- (5) In the case of a successful Bidder, if the Bidder fails within the specified time limit
 - (i) To sign the Contract Agreement, in accordance with ITB Clause 34, or
 - (ii) To furnish the required performance security, in accordance with ITB Clause 35.
or
- (6) In any other case specifically provided for in ITB.

WE undertake to pay to the Employer 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 Bank not later than the above date.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*)_____ [*value in words*]_____].
2. This Bank Guarantee shall be valid upto _____(*validity date*)_____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____

For and on behalf of the Bank

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

Signature_____

Name_____

Designation_____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note:

1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.
2. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758."
3. **At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at ITB clause 16.3 in BDS in their Trade Finance Portal.**

Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

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

Form 2 (b). 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

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(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:

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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 EMPLOYER TO THE BANK
(Applicable for Forfeiture of Bank Guarantee)

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

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

Dear Sirs,

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

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

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

Thanking you,

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

(AUTHORISED SIGNATORY)

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

3b. FORM OF NOTIFICATION BY THE EMPLOYER TO THE BANK
(Applicable for conditional claim pending extension of Bank Guarantee by the Bidder)

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

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

Dear Sirs,

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

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

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

Thanking you,

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

(AUTHORISED SIGNATORY)

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

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

4. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT'

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

Ref. No. :

Date :

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

.....

.....

.....

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

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

Attn : Mr.....

Sub. : Notification of Award for '**Supply of Goods Contract**' for (insert name of the Package) Specification No.: Domestic 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 issued to you vide our letter Ref. No. dated, comprising the following:

a) Conditions of Contract Volume-I
(Document Code No.)

b) Technical Specifications Volume-II
(Document Code No.)

- c) Bid Form, Price Schedules Volume-III
& Technical Data Sheets
(Document Code No.)
- 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 Intimation for Opening of Second Envelope issued to you vide our letter no. 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) under proposal reference no. dated was opened on.....*(Use as applicable)*
- 1.6 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 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 1.6 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 (If Applicable), 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 the successful completion of your scope under the Contract for the construction of (*insert name of Package alongwith name of the Project*), unless otherwise specifically excluded in the Bidding Documents or in this NOA.

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 works under the package by the Employer as per the requirements stipulated in the Bidding Documents. It is expressly understood and agreed by you/the JV (*use as applicable*) that any default or breach under the 'Second Contract' shall automatically be deemed as a default or breach of this 'First Contract' also and vice-versa, and any such default or breach or occurrence giving us a right to terminate the 'Second Contract', either in full or in part, and/or recover damages there under, shall give us an absolute right to terminate this Contract, at your/JV's (*use as applicable*) risk, cost and responsibility, either in full or in part and/or recover damages under this 'First Contract' as well. However, such default or breach or occurrence in the 'Second Contract', shall not automatically relieve you/the JV (*use as applicable*) of any of your/JV's (*use as applicable*) obligations under this 'First Contract'. It is also expressly understood and agreed by you/the JV (*use as applicable*) that the equipment/materials supplied by you/the JV (*use as applicable*) under this 'First Contract', when erected, installed & commissioned by you under the 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

3.0 CONTRACT PRICE

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

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

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.

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 For release of advance payment (admissible as per the bidding documents) equal to% of the Ex-works Price component of the Contract Price, you are, inter-alia, required to furnish a Bank Guarantee for [**110% (one hundred ten percent) of the amount of Advance**]]. The validity of the Advance Bank Guarantee shall be up to and including Further, please note that furnishing of all the Contract Performance Securities under the 'First Contract' and 'Second Contract' shall be one of the conditions precedent to release of advance under this Contract.
- 6.0 All the bank guarantees shall be furnished from an eligible bank as described in the Bidding Documents.
- 7.0 The schedule for Taking Over/Completion of Facilities by the Employer upon successful completion of the *(insert name of Package alongwith name of the Project)* shall be ... *(indicate the completion schedule)* months from the date of issue of this Notification of Award for all contractual purposes.
- 8.0 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.
- 9.0 You shall enter into a Contract Agreement with us within twenty-eight (28) days from the date of this Notification of Award.
- 10.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

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

Yours faithfully,

For and on behalf of

.....*(Name of the Employer)*.....

(Authorised Signatory)

Enclosures:

APPENDIX (NOA) - 1 - Record Notes of Post - Bid Discussions held on various dates from to

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

Ref. No. :

Date :

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

.....

.....

.....

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

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

Attn : Mr.....

Sub. : Notification of Award for 'Supply of Services Contract' for (insert name of the Package) Specification No.: Domestic 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 issued to you vide our letter Ref. No. dated, comprising the following:

a) Conditions of Contract Volume-I
(Document Code No.)

b) Technical Specifications Volume-II
(Document Code No.)

c) Bid Form, Price Schedules Volume-III
& Technical Data Sheets

(Document Code No.)

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 Intimation for Opening of Second Envelope issued to you vide our letter no. 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) under proposal reference no. dated was opened on.....*(Use as applicable)*

1.6 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)*

applicable) (referred to at para 1.3 & 1.5 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 1.6 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 the successful completion of your scope under the Contract for the construction of (*insert name of Package alongwith name of the Project*), unless otherwise specifically excluded in the Bidding Documents or in this NOA.

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 (if applicable), 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 works under the package by the Employer as per the requirements stipulated in the Bidding documents. It is expressly understood and agreed by you/the JV(*use as applicable*) that any default or breach under

the 'First Contract' shall automatically be deemed as a default or breach of this 'Second Contract' also and vice-versa, and any such default or breach or occurrence giving us a right to terminate the 'First Contract', either in full or in part, and/or recover damages there under, shall give us an absolute right to terminate this Contract, at your/JV's (*use as applicable*) risk, cost and responsibility, either in full or in part and/or recover damages under this 'Second Contract' as well. However, such default or breach or occurrence in the 'First Contract', shall not automatically relieve you/the JV(*use as applicable*) of any of your obligations under this 'Second Contract'. It is also expressly understood and agreed by you/the JV(*use as applicable*) that the equipment/materials supplied by you/the JV(*use as applicable*) under the 'First Contract', when erected, installed & commissioned 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 amount in figures & words*) as per the following break-up:

Sl. No.	Price Component	Amount
1.	Local Transportation, In-transit insurance, loading, unloading Charges	
2.	Installation Services	
3.	Training Charges (if applicable)	
Total for Supply of Services Contract		

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.

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 All the bank guarantees shall be furnished from an eligible bank as described in the Bidding Documents.
- 6.0 The schedule for Taking Over/Completion of Facilities by the Employer upon successful completion of the *(insert name of Package alongwith name of the Project)* ... shall be ... *(indicate the completion schedule)* ... months from the date of issue of this Notification of Award for all contractual purposes.
- 7.0 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.
- 8.0 You shall enter into a Contract Agreement with us within twenty-eight (28) days from the date of this Notification of Award.
- 9.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

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

Yours faithfully,

For and on behalf of

.....*(Name of the Employer)*.....

(Authorised Signatory)

Enclosures:

APPENDIX (NOA) - 1 - Record Notes of Post - Bid Discussions held on various dates from to

Note:

Instructions indicated in italics in this notification of award are to be taken care of by the issuing authority. The Forms may be modified appropriately to suit the specific requirement of the Contract.

5. FORM OF CONTRACT AGREEMENT

[Alternative - a]

SUPPLY OF GOODS CONTRACT AGREEMENT BETWEEN (*Name of Employer*) AND M/s. (*Name of Contractor*)/JOINT VENTURE (JV) OF M/s. (*Name of Lead Partner*).... (THE LEAD PARTNER OF THE JV) AND M/s.(*Name of Other Partner*)..... (THE PARTNER OF THE JV) [*Use as applicable*]

THIS CONTRACT AGREEMENT No. (also referred to as 'Ex-Works Supply Contract/the First Contract') is made on the day of 20.....

BETWEEN

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

and

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

or

Joint Venture (JV) of M/s (*Name of Lead Partner*) (the Lead Partner of JV), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at(*Address of Lead Partner*) and Registered Office at(*Registered address of Lead Partner*) and M/s (*Name of Other Partner*) (the Partner of JV), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at(*Address of Other Partner*) and Registered Office at(*Registered address of Other Partner*) (hereinafter called "the Contractor" and also referred to as "Joint Venture" / the 'JV'")
(*Applicable only in case of Joint Venture*)

WHEREAS the Employer desires to engage the Contractor for the Ex-works supply of all equipment and materials 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 ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 2.2)

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

VOLUME - A

1. This Contract Agreement and the Appendices thereto.
2. Notification of Award Ref. No. dated

VOLUME - B

3. "Bidding Documents" comprising of the following:
 - (a) Volume -I of Bidding Documents (Document Code No.:), read in conjunction with Amendments to to the Bidding Documents.
 - (b) Volume -II of Bidding Documents (Document Code No.:) comprising of Technical Specifications.

VOLUME - C

4. Bid Submitted by the Contractor.

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

1.2 Order of Precedence (Reference GCC Clause 2)

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

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

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

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 7)

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

Sl. No.	Price Component	Amount
1.	Ex-Works Price Component	
2.	Type Test Charges (if applicable)	
Total for Supply of Goods Contract		

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

2.2 Terms of Payment (Reference GCC Clause 8)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference GCC Clause 1)

The Time of Completion of Facilities shall be determined from the date of the Notification of Award i.e., from

Article 4. Appendices

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

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

List of Appendices

Appendix 1	Terms and Procedures of Payment
Appendix 2	Price Adjustment
Appendix 3	Insurance Requirements
Appendix 4	Time Schedule
Appendix 5	List of Approved Subcontractors
Appendix 6	Scope of Works and Supply by the Employer
Appendix 7	List of Document for Approval or Review
Appendix 8	Guarantees, Liquidated Damages for Non-Performance
Appendix 9	Contract Co-ordination Procedure
Appendix 10 [^]	Summary of Detailed Price Break-up
Appendix 10A [^]	Detailed Price Break-up of Price
Appendix 10B [^]	Detailed Price Break-up of Charges
Appendix 11	Integrity Pact
Appendix 12	Safety Pact

[[^] to be appended at the Stage of Contract Award.]

Article 5.

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

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

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

Signed by for and
on behalf of the Employer

.....
Signature

.....
Title

in the presence of

Signed by for and
on behalf of the Contractor

.....
Signature

.....
Title

in the presence of

5. FORM OF CONTRACT AGREEMENT

[Alternative - b]

SUPPLY OF SERVICES CONTRACT AGREEMENT BETWEEN (Name of Employer) AND M/s. (Name of Contractor)/JOINT VENTURE (JV) OF M/s. (Name of Lead Partner).... (THE LEAD PARTNER OF THE JV) AND M/s.(Name of Other Partner)..... (THE PARTNER OF THE JV) [Use as applicable]

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

BETWEEN

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

and

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

or

Joint Venture (JV) of M/s (Name of Lead Partner) (the Lead Partner of JV), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at(Address of Lead Partner) and Registered Office at(Registered address of Lead Partner) and M/s (Name of Other Partner) (the Partner of JV), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at(Address of Other Partner) and Registered Office at(Registered address of Other Partner) (hereinafter called "the Contractor" and also referred to as "Joint Venture" / the 'JV'"")
(Applicable only in case of Joint Venture)

WHEREAS the Employer desires to engage the Contractor for providing 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 ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 2.2)

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

VOLUME - A

1. This Contract Agreement and the Appendices thereto.
2. Notification of Award Ref. No. dated

VOLUME - B

3. "Bidding Documents" comprising of the following:
 - (a) Volume -I of Bidding Documents (Document Code No.:), read in conjunction with Amendments to to the Bidding Documents.
 - (b) Volume -II of Bidding Documents (Document Code No.:) comprising of Technical Specifications.

VOLUME - C

4. Bid Submitted by the Contractor.

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

1.2 Order of Precedence (Reference GCC Clause 2)

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

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

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

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 7)

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

Sl. No.	Price Component	Amount
1.	Local Transportation, In-transit insurance, loading, unloading Charges	
2.	Installation Services	
3.	Training Charges (if applicable)	
Total for Supply of Services Contract		

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

2.2 Terms of Payment (Reference GCC Clause 8)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference GCC Clause 1)

The Time of Completion of Facilities shall be determined from the date of the Notification of Award i.e., from

Article 4. Appendices

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

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

List of Appendices

Appendix 1	Terms and Procedures of Payment
Appendix 2	Price Adjustment
Appendix 3	Insurance Requirements
Appendix 4	Time Schedule
Appendix 5	List of Approved Subcontractors
Appendix 6	Scope of Works and Supply by the Employer
Appendix 7	List of Document for Approval or Review
Appendix 8	Guarantees, Liquidated Damages for Non-Performance
Appendix 9	Contract Co-ordination Procedure
Appendix 10 [^]	Summary of Detailed Price Break-up
Appendix 10A [^]	Detailed Price Break-up of Price
Appendix 10B [^]	Detailed Price Break-up of Charges
Appendix 11	Integrity Pact
Appendix 12	Safety Pact

[[^] to be appended at the Stage of Contract Award.]

Article 5.

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

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

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

Signed by for and
on behalf of the Employer

Signed by for and
on behalf of the Contractor

.....
Signature

.....
Signature

.....
Title

.....
Title

in the presence of

in the presence of

(Separate Contract Agreements shall be executed by the Employer and the Contractor in accordance with the Construction of the Contract stipulated at BDS Clause [ITB 30.4]. The forms of Contract i.e., both a & b shall be used).

TERMS AND PROCEDURES OF PAYMENT

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

1. TERMS OF PAYMENT

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

1.1 Supply Portion

A1. Interest Bearing Initial Advance (Optional*): Ten percent (10%) of the Ex-works price component of Main Equipment/Materials (including Mandatory Spares) shall be paid as an interest bearing initial advance after signing the Contract Agreement and on submission of (a) Proforma invoice(s), (b) **Advance Payment Security** for 110% (one hundred ten percent) of the amount of Advance, in line with GCC Clause 9.2, (c) Performance Securities in line with GCC Clause 9.3 and (d) Detailed PERT Network/Bar chart and its approval by the Employer.

Provided further that the Proforma Invoice(s) for advance payment along with all supporting documents is submitted by the Contractor to the Employer within 3 months from the date of Notification of Award. In case the Contractor does not submit the requisite documents including applicable Security(ies) within the aforesaid period, the advance shall not be payable. The Contractor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law.

Note: * This payment is an optional payment. The Contractor has the option of taking the interest bearing initial advance or otherwise.

Interest rate applicable on advance payment to the Contractor shall be at the rate equal to one year MCLR rate [One year Tenor rate p.a.] published by State Bank of India prevailing as on the date of drawal of advance. The said interest

rate shall remain fixed and shall be applicable till the advance amount is fully repaid. The interest will be charged considering proportionate adjustment of advance against progressive payment as per **1.1(B)** below. The interest shall be calculated on the daily progressive balances outstanding as on the date of recovery/adjustment. It is the Employer's understanding that as per extant provisions, GST is not payable on interest paid on the amount of Advance. The Contractor is, however, advised to check the position from their own sources. If payable, the same shall be to the Contractor's account and Employer shall not reimburse any GST on this account.

Further, the Contractor shall submit the certificate of Tax Deduction at Source (TDS) on interest within 3 months from the end of the quarter in which adjustment of advance has been made for claiming refund from Employer. No claim for refund will be entertained after end of the aforesaid period of 3 months. Further, while submitting the TDS Certificate the details of Contract No, Project, Region, Quarter etc to which the TDS certificate pertains, shall also be submitted tallying the amount with the TDS Certificate.

In case, the Contractor opts not to take interest bearing advance as above, it would be mandatory for him to submit the documents listed at Sl. No. (c), and (d) above within twenty eight (28) days of issuance of NOA.

(The above is to be incorporated in case the Contractor has opted for the interest bearing initial advance, as declared by it in its bid in the relevant Attachment to Bid Form).

A2. Interest Bearing Engineering Advance (Optional): Further advance of Ten percent (10%) of the Ex-works price component of Main Equipment/Materials (including Mandatory Spares) shall be paid as an interest-bearing interim advance on:**

- a) Approval of all designs, drawings & guaranteed technical particulars as identified in Technical Specifications, Volume-II of the Bidding Documents.
- b) Approval of all quality plans and sub-vendor list.
- c) Approval of type test reports in case type tests are not required to be repeated.
- d) Detailed invoice
- e) Submission of an unconditional & irrevocable Bank Guarantee in favour of the Employer for 110% (one hundred ten percent) of the amount of Interim Engineering Advance as per the proforma attached

with Section-VI: Forms, Conditions of Contract, Volume-I of the Bidding Documents.

The Contractor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law.

*Note: ** This payment is an optional payment. The Contractor has the option of taking the interest-bearing Engineering advance or otherwise.*

Interest rate applicable on advance payment to the Contractor shall be at the rate equal to one-year MCLR rate [One year Tenor rate p.a.] published by State Bank of India prevailing as on the date of drawal of advance. The said interest rate shall remain fixed and shall be applicable till the advance amount is fully repaid. The interest will be charged considering proportionate adjustment of advance against progressive payment as per 1.1(B) below. The interest shall be calculated on the daily progressive balances outstanding as on the date of recovery/adjustment. It is the Employer's understanding that as per extant provisions, GST is not payable on interest paid on the amount of Advance. The Contractor is, however, advised to check the position from their own sources. If payable, the same shall be to the Contractor's account and Employer shall not reimburse any GST on this account.

Further, the Contractor shall submit the certificate of Tax Deduction at Source (TDS) on interest within 3 months from the end of the quarter in which adjustment of advance has been made for claiming refund from Employer. No claim for refund will be entertained after end of the aforesaid period of 3 months. Further, while submitting the TDS Certificate the details of Contract No, Project, Region, Quarter etc to which the TDS certificate pertains, shall also be submitted tallying the amount with the TDS Certificate.

In case, the Contractor opts not to take interest bearing engineering advance as above, it would be mandatory for him to fulfill conditions mentioned at Sl. No. (a), (b) and (c) above as per terms & conditions of Contract and agreed work schedule.

(The above is to be incorporated in case the Contractor has opted for the interest bearing engineering advance, as declared by it in its bid in the relevant Attachment to Bid Form).

Payment of the Ex-works price of Main Equipment/ materials (including Mandatory Spares) for each consignment shall be made progressively on certification of the Employer and on the basis of work performed using the following guidelines:

B.1 **Fifty percent (50%)[^]** of the Ex-Works price component of Main Equipment/Materials (including Mandatory Spares) shall be paid progressively on submission of documents indicated hereinunder:

- (a) **Evidence of dispatch {Consignment Note (R/R or L/R)} along with E-waybill (wherever applicable)**
- (b) Contractor's GST invoice, **claim** & packing list identifying contents of each shipment.
- (c) Insurance policy/certificate
- (d) Manufacturer's/Contractor's guarantee certificate of Quality.
- (e) Material Inspection Clearance Certificate (MICC) for despatch issued by the Employer's representative.
- (f) Test certificate
- (g) **Submission of CPGs, if any, as per Technical Specifications**
- (h) 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 at Section VI, Forms, Volume-I of the bidding documents.
- (i) **Submission of (i) Authorization certificate issued by domestic manufacturer for selling Domestically Manufactured Iron & Steel Products, if applicable; and (ii) Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products; in line with GCC Clause 5.7.**
- (j) **Value- addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the Domestic Manufacturer, that the claims of value-addition made for the product during the preceding 6 months are in accordance with the 'Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement'.**

[^] In case, the Contractor opts not to take interest bearing initial advance {or has opted to take interest bearing initial advance but the advance payment has become inadmissible for the reason specified in 1.1 A1 above} and interest-bearing engineering advance then this payment shall be 70% instead

of 50%. Further, in case, the Contractor opts to take only one interest bearing advance (i.e. either initial advance or engineering advance), then this payment shall be 60% instead of 50%.

- B.2 **Twenty percent (20%)** of the Ex-works price of Main Equipment/ materials shall be paid on receipt and storage at site and on physical verification and furnishing of necessary certificate by Employer's representative. However, for Mandatory Spares, balance **thirty percent (30%)** payment of the Ex-works price component shall be released on receipt & storage of the same at site, physical verification and taking over by the Employer's representative.

C **Final Payment**

Balance 10% (ten percent) of the Ex-works price component of Main Equipment/materials shall be paid as per the following:

- a) **5% (Five percent)** on Successful completion of erection, testing and commissioning of individual bays.
- b) **5% (Five percent)** on proof of submission of required number of reproducibles, O&M Manuals, approved drawings, data sheets, test report, pamphlets and manuals of mandatory spares, maintenance & testing equipment and on successful completion of erection, testing and commissioning of Substation and issuance of Taking Over Certificate.

However, in case of delay in testing and commissioning & issuance of taking over certificate by Employer beyond six (6) months from the date of receipt of equipment at site, the last 10% of Ex-Works price of respective equipment shall be paid after issuance of a certificate by Employer's representative that the equipment have been received in good condition and on submission of a bank guarantee of equivalent amount, which shall be kept valid initially for a period of twelve (12) months or until three (3) months after the expected date of commissioning (in case it is possible to anticipate the same), whichever is earlier, provided all other conditions as per above are complied with by the Contractor. If the commissioning does not take place within the validity period of BG, the validity of BG shall be extended from time to time. The bank guarantee shall, however, be released within one month of successful commissioning of the respective equipment by the Employer.

1.2 Type Test Charges- **Not Applicable**

Payment shall be made only for the type tests actually conducted as per the Contract. The charges for type tests shall be paid along with the progressive payment on dispatch for the first consignment of Equipment for which the type test has been conducted and on fulfillment of the following conditions

- (i) Successful completion of all the type tests as directed by the Employer,
- (ii) Approval of the test results by the Employer
- (iii) Furnishing of GST invoice for the Equipment along with Type Test charges.

1.3 Supply of Services Portion:

Inland Transportation, In-transit insurance, Loading & unloading Charges

Inland transportation and insurance charges shall be paid to the Contractor 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 alongwith supporting documents by the Contractor. 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 Employer's understanding that as per extant provisions, on the charges for supply of services related to Inland transportation, In-transit insurance, loading and unloading by the Contractor to the Employer, GST is not payable. The Contractor is, however, advised to check the position from their own sources. If payable, the same shall be to the Contractor's account and Employer shall not reimburse any GST on this account.

1.4 Supply of Services Portion:

Price Component for Installation (including Civil Works)

A. Interest Bearing Advance (Optional) Ten percent (10%):

- A.1 **1st Installment: 5% (five percent)** of the total Installation price component shall be paid as an interest bearing advance on submission of (a) **Proforma invoice(s)**, (b) Establishment of Contractor's site offices for preparatory to mobilisation for Installation establishment, (c) Advance Bank Guarantee for **[{110% (one hundred ten percent) of the amount of Advance} Plus {amount of GST reimbursable on Advance as per the Proforma invoice}]** in line with GCC Clause 9.2 and (d) Performance Securities in line with GCC Clause 9.3.

A.2 **2nd Installment^{^^}: 5% (five percent)** of the total Installation price component shall be paid as an interest bearing advance on submission of (a) **Proforma invoice(s)**, (b) On start of equipment erection, (c) Advance Bank Guarantee for **[[110% (one hundred ten percent) of the amount of Advance] Plus {amount of GST reimbursable on Advance as per the Proforma invoice}]** in line with GCC Clause 9.2 and (d) A declaration by the contractor stating that 1st Installment (5%) of advance has been utilized against the mobilization works for the subject contract.

^{^^}After the release of 2nd Installment, the rate of recovery of the advance shall be re-adjusted.

Provided further that the Proforma Invoice(s) for advance payment along with all supporting documents is submitted by the Contractor to the Employer within 3 months from the date of fulfillment of the requisite activities, as per the L2 network. In case the Contractor does not submit the requisite documents including applicable Security(ies) within the aforesaid period, the advance shall not be payable. The Contractor, shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law.

Note: ^^: This payment is an optional payment. The Contractor has the option of taking the interest bearing advance or otherwise.

Interest rate applicable on advance payment to the Contractor shall be at the rate equal to one year MCLR rate [One year Tenor rate p.a.] published by State Bank of India prevailing as on the date of drawal of advance. The said interest rate shall remain fixed and shall be applicable till the advance amount is fully repaid. The interest will be charged considering proportionate adjustment of advance against progressive payment for the work done as per 1.4(B) below. The interest shall be calculated on the daily progressive balances outstanding as on the date of recovery/adjustment. It is the Employer's understanding that as per extant provisions, GST is not payable on Interest paid on the amount of Advance. The Contractor may, however, advised to check the position from their own sources. If payable, the same shall be to the Contractor's account and Employer shall not reimburse any GST on this account.

(The above is to be incorporated in case the Contractor has opted for the interest bearing initial advance, as declared by it in its bid in the relevant Attachment to Bid Form).

Further, the Contractor shall submit the certificate of Tax Deduction at Source (TDS) on interest within 3 months from the end of the quarter in which adjustment of advance has been made for claiming refund from Employer. No claim for refund will be entertained after end of the aforesaid period of 3 months. Further, while submitting the TDS Certificate the details of Contract No, Project, Region, Quarter etc to which the TDS certificate pertains, shall also be submitted tallying the amount with the TDS Certificate.

In case, the Contractor opts not to take interest bearing advance as above, it would be mandatory for him to submit the document listed at Sl. No. A.1 (d) above within twenty eight (28) days of issuance of NOA.

B Progressive Payment

B1. Seventy percent (70%) shall be paid on completion the each of the items of Erection activity and on successful completion of quality check point involved in Installation, 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 at Section VI, Forms, Volume-I of the bidding documents and certification by Employer's representative and on submission of GST invoice.

^^^^ This payment shall be 75% instead of 70% in the following cases:

- (i) the Contractor opts not to take 1st Installment interest bearing initial advance or has opted to take 1st Installment interest bearing initial advance but the advance payment has become inadmissible for the reason specified in 1.4 (A) above
- (ii) the Contractor opts not to take 2nd Installment interest bearing initial advance or has opted to take 2nd Installment interest bearing initial advance but the 2nd Installment advance payment has become inadmissible for the reason specified in 1.4 (A) above, and 1st Installment interest bearing initial advance has been paid to the Contractor.

^^^^ This payment shall be 80% instead of 70% in case, the Contractor opts not to take interest bearing initial advance or has opted to take interest bearing

initial advance but the advance payment has become inadmissible for the reason specified in 1.4 (A) above.

Further, one of the conditions for release of first progressive payment / subsequent payment shall be submission of 'Safety Plan' alongwith all requisite documents in line with GCC clause on Safety Precaution and proforma provided in this Section - Sample Forms and Procedure and approval of the same by the Engineer In-Charge.

- B2. **Ten percent (10%)** of Price Component for Installation shall be paid bay-wise on physical construction of individual bay including liquidation of defects/deficiencies on the Sub-station bay and certification of the same by Employer's representative and on submission of GST invoice.

C. **Final Payment**

Final **10% (ten percent)** shall be made as follow:

- a) **5% (five percent)** of the Installation price component shall be paid on Successful completion of erection, testing and commissioning of individual bay.
- b) balance **5% (five percent)** of the Installation price component shall be paid on Successful completion of erection, testing and commissioning of Substation and issuance of Taking Over Certificate.

1.5 **Training Charges- Not Applicable**

Training Charges shall be paid on successful completion of training and on approval of the same by the Employer and **on furnishing GST invoice for the Training Charges.**

1.6 **Payment towards Price adjustment**

Any variation in Contract price due to price adjustment provision of Appendix-2 shall be effected on presentation of debit note/credit note, as prescribed under the GST law, supported by calculations as per formulae specified therein along with documentary evidence for different indices applicable for Price Adjustment.

- 1.6.1 Any increase in Contract price due to price adjustment provision shall be payable as follows:

Supply of Goods Portion:

90% (ninety percent) of the price adjustment amount for the respective shipment shall be paid on receipt of said shipment at site and issuance of Debit Note, as prescribed under the GST law, by the Contractor. Balance 10% (ten percent) of the price adjustment amount shall be paid alongwith the final payment.

Any interest on GST payable due to increase in Contract price due to price adjustment shall be to the Contractor's account and Employer shall not reimburse any amount on this account.

Supply of Services Portion:

90% (ninety percent) of the price adjustment amount for the respective billing period shall be paid after certification by Employer's representative for quantum of work done in the said billing period and issuance of Debit Note, as prescribed under the GST law, by the Contractor. Balance 10% (ten percent) of the price adjustment amount shall be paid alongwith the final payment.

Any interest on GST payable due to increase in Contract price due to price adjustment shall be to the Contractor's account and Employer shall not reimburse any amount on this account.

- 1.6.2 For any reduction in Contract Price due to price adjustment provisions the Contractor shall issue 'Credit note', as prescribed under the GST law. Further, the reduction in Contract Price shall be effected by recovering 100% of the reduction amount along with applicable GST, if any charged earlier, from Contractor's invoices falling immediately due for payment or any other payments.

- 1.6.3 In case negative PV invoice is submitted by the contractor after the specified timeline as per the contract, interest shall be charged on said amount less provisional amount withheld on this account, if any, for the period elapsed beyond the specified timeline and date of submission of PV bill by the contractor. Rate of Interest shall be equal to one year MCLR rate [One Year Tenor rate p.a] published by State Bank of India as applicable on the last date

of specified timeline. Further, the amount of interest worked out on negative PV shall be recovered from Contractor's invoices falling immediately due for payment or any other payments under the contract.

1.7 Payment towards Taxes and Duties

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

- (a) GST, if applicable, on Advance payment shall be reimbursed along with the Advance payment.
- (b) In case of Ex-works supply of goods, GST shall be reimbursed along with progressive payment on dispatch.
- (c) In case of Installation, the remaining GST (GST charged on invoice less GST on advance) shall be reimbursed along with Progressive payment on completion of Erection activity.
- (d) GST on type test shall be reimbursed after successful completion of the Type test and along with the progressive payment on dispatch for the first consignment of Equipment for which the type test has been conducted.
- (e) GST on Training charges shall be reimbursed on successful completion of Training.
- (f) 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 Contractor as specified under the GST Act and related Rules, Notifications, etc as notified by the Government in this regard. In the event that the Contractor fails to provide the invoice/debit note in the form and manner prescribed under the GST Act and Rules, the Employer shall not be liable to make any payment against such invoice/debit note. Reimbursement of GST payment against Advance payment shall be against proforma invoice(s). Further, the Contractor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer,

as prescribed under the GST Law. Payment towards taxes & duties shall be released by the Employer directly to the Contractor.

2. PAYMENT PROCEDURES

2.1 Method of Payment

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

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

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

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

2.2 Bill Tracking System

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

- a) Once registered, the Contractor can log-in to POWERGRID's Vendor Bill Tracking System (BTS) with Vendor Log-In ID and Password.
- b) After login as at (a) above, Contractor is required to make the entry on POWERGRID's ERP Portal under the tab "Submit New Invoice" and shall fill all details along with the MSE status. Upon submission, a 16 digit unique BTS number will be generated and the Contractor will receive an automated e-mail forwarding the unique BTS number.
- c) The physical bills alongwith printed copy of e-mail received from BTS (unique BTS number) shall be submitted by the Contractor.
- d) On receipt of physical bill, concerned POWERGRID's official shall online acknowledge the receipt of bill. This action will trigger an automated mail to the Contractor intimating that the physical copy of the bill has been received and is under verification / processing. However, on receipt of incomplete bill and/or non-receipt of physical bill by POWERGRID official, the incomplete bills/ digital entry in BTS (as the case may be) shall be returned to the Contractor by POWERGRID, which can be viewed under the tab "Invoice Returned".
- e) The day the payment is made, a mail stating the "Bill number, net payment amount and details of the bank from where the payment has been made" will be sent to the Contractor.
- f) The status of Bill submitted by the Contractor can be checked through the BTS number under tab "Invoice Submitted".

PRICE ADJUSTMENT

PRICE ADJUSTMENT

1. General

1.1 Prices for work and materials covered under the scope of this Specification shall be furnished by the bidder in the manner specified in the Bid Form & Price Schedules. The bidder shall quote base prices for the Ex-Works price component of the equipment/materials, the complete equipment procured as spares (CB, CT, CVT, SA and ISO only) and installation (including civil works) price component of the equipment/materials. These price components for certain equipment/ materials, as specified, shall be subject to price adjustment to reflect changes in the cost of labour and material components as per the provisions given below:

1.2 The Ex-Works Price Components for following equipment/ materials and other items not specifically mentioned at para 2 below shall remain firm and no price adjustment shall be applicable for the price components of these items.

Installation Hardware, Control and Relay Panels, PLCC Equipment, Wave Traps, Bus Post Insulators, Fire Protection Systems, Illumination System, L.T. Switchgear, IPS Aluminium Tube, Spares etc.

1.3 Other Charges viz. inland transportation, In-transit insurance, type test charges, computer studies (if any) & training charges etc. shall be firm and no price variation shall be payable for these components.

2. Ex-works Price Component

The formulae for calculating the price adjustment to be applied to the Ex-works price component of the main equipment will be as follows:

A. Circuit Breaker, Current Transformer,CVT, Isolator and Surge Arrestor:

$$P_1 = P_0 \times \{0.15 + a \times (A_1/A_0) + b \times (B_1/B_0) + c \times (C_1/C_0) + d \times (D_1/D_0) + 1 \times (L_1/L_0)\} - P_0$$

Where,

P_1 = Price adjustment amount for each shipment.

P_0 = Ex-works price of the respective equipment.

A, B, C, D = Price indices of raw materials used in the equipment as published by IEEMA.

L = Indian field labour index - namely All-India Average Consumer Price Index Numbers for Industrial Workers (monthly) (Base 2016=100), as published by Labour Bureau, Shimla, Government of India (<http://labourbureaunew.gov.in>).

a, b, c, d = The value of corresponding coefficients of raw materials used and the sum of which should be between 0.55 to 0.65.

l = Co-efficient for labour component.

These coefficients are estimated Percentage of major raw material/labour component involved in the Ex-works price of equipment such that their summation shall be equal to 0.85.

B. PVC/XLPE Insulated Power and Control Cables

$$P_1 = P_0 \times \{0.85 + 0.15 \times (A_1/A_0)\} - P_0 + (M_1 - M_0)$$

Where,

P_1 = Price adjustment amount per Km. of cable.

P_0 = Ex-works price per Km. of cable.

A = Price index for PVC/XLPE as published by IEEMA.

$M_1 - M_0$ = Change in metal component of the ex-works price of particular type & size of cable.

Where,

M = Weight in MT of metal per Km. of Cable x Price index of metal per MT as published by IEEMA.

The Bidder has to specify in his Bid metal component per Km. for each type and size of cable.

C. Sub Station Structures (including Bolts & Nuts)

For Lattice & Pipe Structures (including washers, foundation bolts and Bolts & Nuts).

$$P_1 = P_0 \times \{0.15 + 0.58 \times (A_1/A_0) + 0.16 (B_1/B_0) + 0.11 (L_1/L_0)\} - P_0$$

Where,

P_1 = Price adjustment amount shipment-wise.

P_0 = Ex-works price of Lattice & Pipe Type Structure including washers, foundation bolts, bolts & nuts.

A = Average JPC Market Price (Retail) of Steel Structure of Steel Angles of size 50 x 50 x 6 mm in Rupees per MT as published by Joint Plant Committee (JPC) [constituted by GOI] for all cities i.e. Kolkata, Delhi, Mumbai & Chennai inclusive of GST component (www.jpcindiansteel.nic.in)

B = Price indices of electrolytic zinc as published by IEEMA.

L = **Indian field labour index - namely All India average consumer price index for Industrial Workers (monthly) (Base: 2016= 100), as published by Labour Bureau, Shimla, Government of India (<http://labourbureaunew.gov.in>).**

- 2.1 i) Subscript '0' refers to indices as on thirty (30) days prior to date of opening of Bids, for materials & labour.
- ii) Subscript '1' refers to indices and exchange rate as applicable on:
- Sixty (60) days prior to the date of shipment for Labour.
 - At the expiry of two third (2/3) period from the date of base index to the date of shipment for materials in case of CB, CVT,CT, SA and ISO.
 - Sixty (60) days prior to the date of shipment for materials in case of Power & Control Cables and Sub-station structure.

2.1.2 The total adjustment for CB, CVT, CT, SA, ISO, PVC/XLPE insulated Power & Control Cables and Sub-Station Structures (including bolts & nuts) shall be subject to a ceiling of $\pm 20\%$ individually of respective Ex-Works price of CB, CVT, CT, SA, ISO, PVC/XLPE insulated Power & Control Cables and Sub-Station Structures (including bolts & nuts).

3. Installation (including Civil Works) Price Component

The formula for calculation of the monthly price adjustments for Installation (including civil works) price component shall be as under:

A. Installation price component (including Civil Works but excluding 'Supply & Placement of Reinforcement Steel' and 'Concreting')

$$ER_1 = ER_0 \{ 0.20 + 0.80 \times (L_1/L_0) \} - ER_0$$

Where,

ER₁ = Price adjustment amount for the Installation price component (excluding supply & placement of steel and concreting) for each billing

ER₀ = Price for Installation (excluding supply & placement of steel and concreting and including civil works), done in billing period as established by the Contract.

L = Indian field labour index – namely All India average consumer price index for Industrial Workers (monthly) (Base: 2016= 100), as published by Labour Bureau, Shimla, Government of India (<http://labourbureaunew.gov.in>).

B. Supply and Placement of Reinforcement Steel:

$$ER_1 = ER_0 [0.20 + 0.10 \times (A_1/A_0) + 0.05 \times (L_1/L_0) + 0.65 \times (B_1/B_0)] - ER_0$$

Where,

ER₁ = Price adjustment amount payable on price components of Supply and Placement of Steel.

ER₀ = Value of supply & placement of steel in billing period as established by Contract.

A = Wholesale Price Index Number for 'HSD'(Individual Commodity) (monthly) (Base: 2011-12=100), as published by Office of Economic Advisor, Ministry of Commerce & Industry(www.eaindustry.nic.in).

L = Indian field labour index – namely All India average consumer price index for Industrial Workers (monthly) (Base: 2016= 100), as published by Labour Bureau, Shimla, Government of India (<http://labourbureaunew.gov.in>).

B = Wholesale Price Index Number for `Manufacture of Basic Metals'(Group Item) (monthly) (Base: 2011-12=100), as published by Office of Economic Advisor, Ministry of Commerce & Industry(www.eaindustry.nic.in).

C. Concreting

$$ER_1 = ER_0 [0.20 + 0.20 \times (A_1/A_0) + 0.10 \times (L_1/L_0) + 0.30 \times (B_1/B_0) + 0.20 \times (C_1/C_0)] - ER_0$$

Where,

ER₁ = Price adjustment amount payable on price components of concreting.

ER₀ = Value of concreting in billing period as established by Contract.

A = Wholesale Price Index Number for `HSD'(Individual Commodity) (monthly) (Base: 2011-12=100), as published by Office of Economic Advisor, Ministry of Commerce & Industry(www.eaindustry.nic.in).

L = Indian field labour index - namely All India average consumer price index for Industrial Workers (monthly) (Base: 2016= 100), as published by Labour Bureau, Shimla, Government of India (<http://labourbureaunew.gov.in>).

B = Wholesale Price Index Number for `Manufacture of cement, lime and plaster'(Group Item) (monthly) (Base: 2011-12=100), as published by Office of Economic Advisor, Ministry of Commerce & Industry (www.eaindustry.nic.in).

C = Wholesale Price Index Number for `Cutting, shaping and finishing of stone'(Group Item) (monthly) (Base: 2011-12=100), as published by Office of Economic Advisor, Ministry of Commerce & Industry(www.eaindustry.nic.in).

3.1 i) Subscript '0' will correspond to thirty (30) days prior to date of opening of Bids.

ii) Subscript '1' will correspond to the month of billing for indices.

3.1.2 The total price adjustment amount for Installation (including civil works) price component shall not be subject to any ceiling whatsoever.

4. The Bidders are required to estimate and indicate the values of different coefficients for each of the items in the price variation formulae within the specified range such

that their summation is as specified in the Bidding Documents. Where no value or '-' or 'shall be furnished later' is specified against the coefficient, the same will be deemed to be zero and the fixed component would be suitably adjusted. If the values of all coefficients in price variation formulae indicated by the Bidder are within the specified range but their sum exceeds the summation specified in the Bidding Documents, the values of the coefficients shall be pro-rata adjusted such that the summation remains as per the provisions of the Bidding Documents. If the values of all coefficients indicated by the Bidder are within the specified range but their summation is less than the value specified in the Bidding Documents, the values of the coefficients as indicated by the Bidder shall be considered as such and the fixed component in the price variation formulae would be suitably adjusted. Further, if any of values of the coefficients indicated by the Bidder is out of the range specified in the Bidding Documents, the lower of the values, as indicated by the Bidder vis-à-vis lower value of the range for that coefficient specified in the Bidding Documents, shall be considered and the fixed component would be suitably adjusted.

5. The above price adjustment provision shall be invoked by either party subject to the following further conditions:

- a) For the purpose of Price Adjustment on ex-works price components of the equipment, the date of shipment for Goods shall mean scheduled date of shipment or actual date of shipment, whichever is earlier. Scheduled date of shipment will be ex-works date of dispatch, governed by the accepted PERT Network/Bar Chart. Similarly, for the purpose of Price Adjustment on Installation price component, the Billing period shall mean the billing period as per Contract time schedule i.e., the agreed Bar Chart or actual period, whichever is earlier. The Billing period for various Installation activities will be as per agreed Installation Bar Chart indicating monthly schedule of Installation activities for completion of works. However, when the Employer's specific approval for advancement of shipment/installation activities has been obtained in such case the said advanced date shall be treated as the schedule date of shipment/installation activities for the purpose of working out the price adjustment payable.

No price increase shall be allowed beyond the original delivery/ Installation dates unless specifically stated in the Time Extension Letter, if any, issued by the Employer. The Employer will, however, be entitled to any decrease in the Contract Price which may be caused due to lower price adjustment amount in case of delivery of Goods/ Installation beyond the original delivery/Installation dates. Therefore, in case of delivery of Goods/ Installation beyond the original delivery/ Installation dates, the liability of the Employer shall be limited to the lower of the price adjustment amount which may work out either on schedule date or actual date of dispatch of Goods/ Installation.

- b) In case IEEMA does not publish any of the price indices, as mentioned above, the Bidder shall indicate any nationally recognized published index for respective items and the source of the same shall be furnished in the Bid.
- c) In case of non-publication of applicable indices on a particular date, which happens to be the applicable date for Price Adjustment purposes, the published indices prevailing immediately prior to the particular date shall be applicable.
- d) If the Price Adjustment amount works out to be positive, the same is payable to the Contractor by the Employer and if it works out to be negative, the same is to be recovered by the Employer from the Contractor.
- e) The Contractor shall promptly submit price adjustment invoices for the supplies made/work done, positively within three (3) months from the date of shipment/ work done, whether it is positive or negative.

*****End of Appendix-2*****

INSURANCE REQUIREMENTS

A) Insurances to be taken out by the Contractor

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

(a) Marine Cargo Policy/Transit Insurance Policy:

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

The Contractor 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 Contractor/sub-Contractor's works or stores until arrival at project's warehouse/ store at final destination. Institute Cargo Clause (ICC) 'A' along with 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	Contractor & Employer	Mfrs warehouse	Project's warehouse store at final destination

- (II) If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.
- (III) The Contractor shall take the policy in the joint names of Employer and the Contractor. The policy shall indicate the Employer as the beneficiary. However, if the Contractor 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 Employer as jointly Insured in the endorsements to the open policy.

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

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

Amount	Deductible limits	Parties insured	From	To
105% of CIP Entry Border Point Price /CIF Indian Port of Entry Price of all the Plant and Equipment including mandatory Spares to be supplied from abroad plus customs duties (including BCD, GST, Cess etc.) on merit rate and 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*	Contractor & Employer	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 Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account*

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

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

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

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

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

Amount	Deductible limits	Parties insured	From	To
• For projects upto Rs. 100 crores, the third party liability limit shall be 10% of the project value for single occurrence/	Minimum deductible as per Tariff	Contractor/ Sub-contractor	Receipt at site	Upto Defect Liability Period.

<p>multiple occurrences in aggregate during the entire policy period.</p> <ul style="list-style-type: none"> 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. 	<p>Advisory Committee guidelines *</p>			
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* *The deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account*

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

If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards

such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.

(c) Automobile Liability Insurance

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

(d) Workmen Compensation Policy:

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

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

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

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

shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Contractor.

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

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

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

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

B) Insurances to be taken out by the Employer

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

Amount	Deductible limits	Parties Insured	From	To
_____ NIL _____				

****End of Appendix-3****

Appendix-4

TIME SCHEDULE

1. The Project Completion Schedule shall be as follows:

Description	Duration in Months from the date of Notification of Award
Taking Over by the Employer upon successful Completion of	
Construction of 1 no. 400kV ICT bay and 1 no. 220kV ICT bay at Pirana substation for Augmentation of Transformation capacity at Pirana (PG) S/s in Gujarat by 400/220kV, 1X500MVA (3rd) ICT	15 Months

- 1.1 The activity(ies) under the Contractor's programme for Project Completion shall be in the form of a master network (MNW) and shall identify the various activities like design, engineering, manufacturing, supply, installation, factory testing, transportation to site, site testing and commissioning, trial operation and Taking Over etc. of the Facilities or specific part thereof (where specific parts are specified in SCC). The network shall conform to the above Project Completion Schedule.

This master network will be discussed and agreed before Award in line with above, engineering drawing and data submission schedule shall also be discussed and finalised before Award. Liquidated damages for delay in successful completion of the Facilities or specific part thereof (where specific parts are specified in SCC) and Operational Acceptance at rates specified in Clause 21 of GCC shall be applicable beyond the date specified above.

- 1.2 The Employer reserves the right to request minor changes in the work schedule at the time of Award of Contract to the successful Bidder.
- 1.3 The successful Bidder shall be required to prepare detailed Network(s) and project implementation plans & programmes and finalise the same with the Employer as per the requirement specified in Technical Specifications, which shall form a part of the Contract.
- 1.4 **Time for Completion is the essence of Contract.**

****End of Appendix-4****

LIST OF APPROVED SUBCONTRACTORS

Prior to award of Contract, the following details shall be completed indicating those sub-contractors proposed by the Bidder by Attachment to its bid that are approved by the Employer for engagement by the Contractor during the performance of the contract.

The following Subcontractors are approved for carrying out the item of the facilities indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor. In accordance with GCC Sub-Clause 15.1, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer and their names have been added to this list of Approved Subcontractors.

Item of Facilities	Approved Subcontractors	Nationality

Further, erection portion of the contract shall not be subcontracted without the prior approval of the Employer. However, such approval shall not be necessary for engaging labour.

*****End of Appendix-5*****

SCOPE OF WORKS AND SUPPLY BY THE EMPLOYER

The following personnel, facilities, works and supplies will be provided/supplied by the Employer, and the provisions of GCC 6, 16, 17 and 20 as well as Employer responsibilities stated in technical specifications shall apply as appropriate.

All personnel, facilities, works and supplies will be provided by the Employer in good time so as not to delay the performance of the Contractor in accordance with the approved Time Schedule and Program of Performance pursuant to GCC Sub-Clause 14.2.

Unless otherwise indicated, all personnel, facilities, works and supplies will be provided free of charge to the Contractor.

Personnel	Charge to Contractor - None
-----NIL-----	

Facilities	Charge to Contractor - None except as noted
------------	---

Electricity and Water	Charge to Contractor - as noted
-----------------------	---------------------------------

The Contractor shall be entitled to use for the purposes of the facilities such supplies of electricity and water as may be available on the Site and shall provide any apparatus necessary for such use. The Contractor shall pay the Employer at the applicable tariff plus Employer's overheads, if any, for such use. Where such supplies are not available, the Contractor shall make his own arrangement for provision of any supplies he may require.

Works	Charge to Contractor - None
-----NIL-----	

Supplies	Charge to Contractor - None
-----NIL-----	

*****End of Appendix-6*****

Appendix-7

LIST OF DOCUMENTS FOR APPROVAL OR REVIEW

Pursuant to GCC Sub-Clause 16.3.1, the Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Project Manager in accordance with the requirements of GCC Sub-Clause 14.2 (Program of Performance), the following documents for:

A. Approval

1.

2.

3.

B. Review

1.

2.

3.

Note :

Bidder shall furnish the exhaustive list, which shall be discussed and finalised for incorporation into the Contract Agreement.

*****End of Appendix-7*****

Appendix-8

GUARANTEES, LIQUIDATED DAMAGES FOR NON PERFORMANCE

NOT APPLICABLE

6a. PERFORMANCE SECURITY FORM

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

Date.....

[Name of Contract]

To:

Power Grid Corporation of India Ltd

B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016

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 M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016 ("the Employer"/"POWERGRID") to M/s (*Name of Contractor*),**

(or)

signed on(*insert date of the Contract*) between M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016 ("the Employer"/"POWERGRID") 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*)

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 **the Owner / Employer** 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 **the Employer's duly authorized officer or the authorized officer of Owner** declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

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

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

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

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

This Guarantee may be assigned in the name of the Owner i.e. **Power Grid Corporation of India Ltd** your affiliates and in such case, the Owner/ Employer shall inform the Bank in writing.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between **the Owner / Employer** 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:

- (i) **Our liability under this Bank Guarantee shall not exceed _____(Value in figures)_____ (... Value in words.....).**
- (ii) **This Bank Guarantee shall be valid upto(validity date).....**
- (iii) **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)..... ”**

Yours truly,

Name of the Bank

.....

Authorized Signature

Signature of Witness.....

Name.....

Address.....

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

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

4. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.

Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

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

6b.PERFORMANCE SECURITY FORM

(TO BE SUBMITTED BY THE CONTRACTOR OPTING FOR SUBMISSION OF PERFORMANCE SECURITY WITH INITIAL VALIDITY OF 5 YEARS IN ACCORDANCE WITH CLAUSE GCC 9.3.1.1)

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

Bank Guarantee No.

Date.....

NOA/Contract No.....

.....[Name of Contract].....

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide notification of award issued on (insert date of the notification of award) ...by M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016 ("the Employer"/"POWERGRID") to M/s (Name of Contractor)

(or)

signed on(insert date of the Contract) between M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016 ("the Employer"/"POWERGRID"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 Bank Guarantees issued by Contractor/Associate for those Contracts awarded to them]

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 the Owner / Employer up to i.e., ten percent (10%) of the Contract Price until 60 months 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 **the Employer's duly authorized officer or the authorized officer of Owner** declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to **the Owner / Employer** 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 60 months i.e. upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period, 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 **the Owner / Employer** 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.

This Guarantee may be assigned in the name of the Owner i.e. Power Grid Corporation of India Ltd, your affiliates and in such case, the Owner/ Employer shall inform the Bank in writing.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between **the Owner / Employer** 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:

- (i) **Our liability under this Bank Guarantee shall not exceed _____(Value in figures)_____ (... Value in words.....).**
- (ii) **This Bank Guarantee shall be valid upto(validity date).....**
- (iii) **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)..... ”**

Yours truly,

Name of the Bank

.....

Authorized Signature

Signature of Witness.....

Name.....

Address.....

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

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

4. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.

Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

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

7. BANK GUARANTEE FORM FOR ADVANCE PAYMENT

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of

the designated higher office (Corporate Office, Zonal Office etc)in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No.

Date.....

NOA / Contract No.....

.....[Name of Contract].....

To:

Power Grid Corporation of India Ltd

B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016

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 M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016 ("the Employer"/"POWERGRID") to M/s (Name of Contractor)

(or)

signed on(insert date of the Contract) between M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016 ("the Employer"/"POWERGRID") 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 along with name of the Project)

Whereas, in accordance with the terms of the said Contract, the **Owner/Employer** has agreed to pay or cause to be paid to the Contractor interest bearing Advance Payment(s) against furnishing of an irrevocable bank guarantee for amount of(Amount in figures and words).

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 repayment of(Amount of the bank guarantee in figures and words)..... upon the first demand of the **Owner/Employer** without cavil or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the said Contract for reasons whatsoever.

Provided always that the Bank's obligation shall be limited to the amount of this Bank guarantee or an amount equal to the outstanding balance of the Advance Payment(s) and the accrued interest on the Advance Payment(s), taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract, as certified by you.

This Guarantee may be assigned in the name of the Owner i.e Power Grid Corporation of India Ltd, your affiliates and in such case, the Owner/ Employer shall inform the Bank in writing.

This Guarantee shall remain in full force from the date upon which the said Advance Payment(s) are received by the Contractor up to ninety (90) days beyond the date on which the entire Advance Payment(s) along with the accrued interest if any due thereon has been fully adjusted in terms of the Contract i.e., up to ninety (90) days beyond the date of Completion of the Facilities under the Contract. This Guarantee may be extended from time to time, as may be desired by M/s. on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity, i.e. upto ninety (90) days beyond the date of Completion of the Facilities by the **Owner/Employer** i.e. upto and inclusive of (dd/mm/yy).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures)_____ [_____ (value in words)_____].
2. This Bank Guarantee shall be valid upto _____(validity date)_____.

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note:

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

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

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

4. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.

*Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:*

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

8. FORM OF TAKING OVER CERTIFICATE

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Contractor)

Dear Ladies and/or Gentlemen,

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

1. Description of the Facilities or part thereof
.....
2. Date of Completion :.....

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

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

Very truly yours,

Title
(Project Manager)

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

INDEMNITY BOND

THIS INDEMNITY BOND is made this..... day of 20.... by a Company registered under the Companies Act, 1956/Partnership firm/ proprietary concern having its Registered Office at.....(hereinafter called as 'Contractor' or "Obligor" which expression shall

include its successors and permitted assigns) in favour of (*insert name of the Employer*)....., a Company incorporated under the Companies Act, 1956 having its Registered Office at(*insert registered address of the Employer*) and its project at (hereinafter called "*.....(abbreviated name of the Employer)*")....." which expression shall include its successors and assigns):

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

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

AND THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipment as mentioned in the Contract, valued at (amount in words.....) handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep(*abbreviated name of the Employer*)..... indemnified, for the full value of the Equipment. The Contractor hereby acknowledges receipt of the Equipment as per despatch title documents handed over to the Contractor duly endorsed in their favour and detailed in the Schedule appended hereto. It is expressly understood by the Contractor that handing over of the despatch title documents in respect of the said Equipments duly endorsed by(*abbreviated name of the Employer*)..... in favour of the Contractor shall be construed as handing over of the Equipment purported to be covered by such title documents and the Contractor shall hold such Equipment in trust as a Trustee for and on behalf of(*abbreviated name of the Employer*).....
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at(*abbreviated name of the Employer*)..... project Site against all risks whatsoever till the Equipment are duly used/erected in accordance with the terms of the Contract and the

- Plant/Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by(*abbreviated name of the Employer*)..... The Contractor undertakes to keep(*abbreviated name of the Employer*)..... harmless against any loss or damage that may be caused to the Equipment.
3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
 4. That(*abbreviated name of the Employer*)..... is and shall remain the exclusive Employer of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by the Employee or Employer's Representative in this regard. Further,(*abbreviated name of the Employer*)..... shall always be free at all times to take possession of the Equipment in whatever form the equipment may be, if in its opinion, the Equipment are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of(*abbreviated name of the Employer*)..... to return the equipment without any demur or reservation.
 5. That this indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is misutilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Employer's Representative as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at his own cost and/or shall pay the amount of loss to(*abbreviated name of the Employer*)..... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to(*abbreviated name of the Employer*)..... against the Contractor under the Contract and under this Indemnity Bond.

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

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

SCHEDULE

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

For and on behalf of
M/s.....

WITNESS

- | | |
|-------------------|---------------------------|
| 1. Signature..... | Signature..... |
| Name..... | Name..... |
| Address..... | Address..... |
| 2. Signature..... | Authorised representative |
| Name..... | (Common Seal) |
| Address..... | (In case of Company) |

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

Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

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

INDEMNITY BOND

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

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

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

NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipments as mentioned in the Contract, valued at (amount in words _____) to be handed over to the Contractor in installments from time to time for the purpose of performance of the contract, the Contractor hereby undertakes to indemnify and shall keep(*abbreviated name of the Employer*)..... indemnified, for the full value of Equipment. The Contractor hereby acknowledges receipt of the initial installment of the equipment per details in the schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the subsequent

- installments of the Equipment as required by(*abbreviated name of the Employer*)..... in the form of Schedules consecutively numbered which shall be attached to this Indemnity bond so as to form integral parts of this Bond. It is expressly understood by the Contractor that handing over the despatch title documents in respect of the said Equipments duly endorsed by(*abbreviated name of the Employer*)..... in favour of the Contractor shall be construed as handing over the Equipment purported to be covered by such title documents and the Contractor shall hold such Equipments in trust as a Trustee for and on behalf of(*abbreviated name of the Employer*).....
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/ protection and custody of the Equipment at(*abbreviated name of the Employer*)..... project Site against all risks whatsoever till the Equipment are duly used/erected in accordance with the terms of the Contract and the Plant/Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by(*abbreviated name of the Employer*)..... The Contractor undertakes to keep(*abbreviated name of the Employer*)..... harmless against any loss or damage that may be caused to the Equipment.
 3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
 4. That(*abbreviated name of the Employer*)..... is and shall remain the exclusive Employer of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by the Employer or Employer's Representative in this regard. Further,(*abbreviated name of the Employer*)..... shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the Equipment are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of(*abbreviated name of the Employer*)..... to return the equipment without any demur or reservation.

5. That this indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is misutilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Employer's Representative as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at its own cost and/or shall pay the amount of loss to(*abbreviated name of the Employer*)..... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to(*abbreviated name of the Employer*)..... against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of(*abbreviated name of the Employer*)....., THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

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

SCHEDULE No. 1

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

For and on behalf of
M/s.....

WITNESS

1. Signature.....

Signature.....

Name.....

Name.....

Address.....

Address.....

2. Signature.....

Authorised representative

Name.....

(Common Seal)

Address.....

(In case of Company)

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

11. FORM OF AUTHORISATION LETTER

Ref. No:

Date :

To

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

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

Dear Sir,

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

(Signature of Project Authority)**

Designation.....

Date.....

Encl: As Above.

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

* Mention LR/RR No.

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

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

(Signature of the Project Authority)

(Designation)

(Date)

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

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

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

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

Dated :

(AUTHORISED SIGNATORY)

Place :

SEAL OF COMPANY

13. FORM OF EXTENSION OF BANK GUARANTEE

Ref. No.....

Dated:.....

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

Dear Sirs,

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

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

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

14. FORM OF POWER OF ATTORNEY FOR JOINT VENTURE

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

- i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Joint Venture".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

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

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

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

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

for and on behalf of the
Partners of Joint Venture

.....
.....
.....

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

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

WITNESS

1. Signature.....

Name

Designation

Occupation

2. Signature.....

Name

Designation

Occupation

Note :

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

15. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

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

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

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

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

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

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

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

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

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.

4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in **Appendix - I** (*to be suitably appended by the Parties alongwith this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

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

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

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

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

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

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

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Common Seal of

For Party No.-3

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

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.

16. 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 Contractor*) _____ who have submitted their bid to(*insert name of the Employer*)..... against their tender specification Vide ref. No. for (*insert name of the package alongwith the project name*) is our customer for the past years.

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

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

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

Signature _____

Name of Bank _____

Name of Authorised Signatory _____

Designation _____

Phone No. _____

Address _____

SEAL OF THE BANK

17. FORM OF OPERATIONAL ACCEPTANCE

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Contractor)

Dear Ladies and/or Gentlemen,

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

1. Description of the Facilities or part thereof
.....
2. Date of Operational Acceptance :.....

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

Very truly yours,

Title
(Project Manager)

**19. 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 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 -----

Name of Authorised Person -----

Designation -----

Signature -----

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

Dear Sir,

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

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

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

Accordingly, we, the Statutory Auditor(s) of the Domestic Manufacturer, certify that the Domestic Value addition, calculated as per the provisions of the Policy, for Iron &

Steel products sourced from the Domestic Manufacturer for manufacturing/supply of Goods for [Enter the name of the Contract] during the preceding 6 months are as follows:

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

For and on behalf of,

Date:

<<Statutory Auditor's attestation>>

Firm Reg No. Membership No.

Note:

- 1.The Contractor shall be required to furnish the aforesaid certificate from their the Statutory auditors of the Domestic Manufacturer on semi-annual basis i.e for period from 1st April to 30th September and from 1st October to 31st March for each Financial Year.*
- 2. Submission of aforesaid certificate for the preceding 6 months shall be a condition for processing of bills by POWERGRID for payment after 30th September /31st March, as the case may be.*

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

To: [Insert: name of Employer]

Dear Ladies and/or Gentlemen,

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

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

For and on behalf of the Domestic Manufacturer

Signed: _____

Date: _____

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

Date:.....

Place:.....

(Signature).....
(Printed Name).....
(Designation).....
(Common Seal).....

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

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

I _____ S/o, D/o, W/o, _____ Resident
of _____ hereby solemnly
affirm and declare as under:

Date:

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

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

** Please delete whichever is not applicable*

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

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies)/POWERGRID for the purpose of assessing

the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

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

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

- i Name and details of the Manufacturer
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufacturer (s)
- vii. Net Selling Price of the Iron & Steel products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of input steel (imported) used to manufacture the Iron & Steel products
- x. List and total cost of input steel which are domestically sourced.
- xi. Please attach value addition certificates from suppliers, if the input is not in-house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

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

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

<Insert Name, Designation and Contact No.>