

Annexure-I(A)

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

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

Insurance Surety Bond No.:

Date:

To: (Insert Name and Address of Employer)

WHEREAS M/s. (Insert name of Bidder)..... having its Registered/Head Office at (Insert address of the Bidder) (Hereinafter called "the Bidder" which expression shall include its successors, administrators, executors and assigns) has submitted its Bid for the performance of the Contract for '.....', under Specification No.: (Hereinafter called "the Bid")

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

Sealed with the Common Seal of the said **Insurer** this day of 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment – Declaration of the Bid; or
- (3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Clause 27.2; or
- (4) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants (s) or registered with

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the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion; or

- (5) In the case of a successful Bidder, if the Bidder fails within the specified time limit
- (i) To sign the Contract Agreement, in accordance with ITB Clause 34, or
 - (ii) To furnish the required performance security, in accordance with ITB Clause 35.
- or
- (6) In any other case specifically provided for in ITB.

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

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

Notwithstanding anything contained herein:

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

For and on behalf of the **Insurer**

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

Signature _____

Name _____

Designation _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

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email _____

Common Seal _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note:

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

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

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

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

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



Form 3c. FORM FOR FORFEITURE OF INSURANCE SURETY BOND

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

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

Dear Sirs,

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

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

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

Thanking you,

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

(AUTHORISED SIGNATORY)

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

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

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

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

Dear Sirs,

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

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

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

Thanking you,

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

(AUTHORISED SIGNATORY)

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

- You are requested to do the needful so that the amendment to the subject **Insurance
Surety Bond** extending the validity up to is received by us by.....



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

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

Insurance Surety Bond No.:

Date:

NOA/Contract No.....

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

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

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

(or)

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

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

Or

We refer to the Contract

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

(or)

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

having its Principal place of business at(Address of Contractor)
..... and Registered Office at(Registered address of Contractor)
..... ("the Contractor") and the Contract
("the Contract") signed on(insert date of the Contract)..... between you and M/s

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..... (Name of Associate), having its Principal place of business at
.....(Address of Associate) and Registered Office at
.....(Registered address of Associate)
....., the Associate of the Contractor for
executing the Facilities concerning (Indicate brief scope of work)
..... for the complete execution of the (insert name of Package
alongwith name of the Project)..... [Applicable for **Insurance Surety Bond** to be issued by
Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned, ...(insert name & address of the issuing **Insurer**)
....., a **Insurer** (which expression shall include its successors, administrators, executors
and assigns) organized under the laws of and having its
Registered/Head Office at(insert address of registered office of the **Insurer**).....
do hereby irrevocably guarantee payment to you up to i.e., Ten
percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period
i.e., upto and inclusive of (dd/mm/yy).

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

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

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

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

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

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

We hereby agree that any part of the Contract may be amended, renewed, extended,
modified, compromised, released or discharged by mutual agreement between you and the
Contractor, and this security may be exchanged or surrendered without in any way impairing
or affecting our liabilities hereunder without notices to us and without the necessity for any

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additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

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

Notwithstanding anything contained herein:

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

For and on behalf of the **Insurer**

[Signature of the authorised signatory(ies)]

Signature _____

Name _____

Designation _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Insurer _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note:

1. The **Insurance Surety Bond** should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where

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the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

- 2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.**
- 3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.**
- 4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.**
- 5. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.**



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Form 6d. PERFORMANCE SECURITY FORM (For Insurance Surety Bond initially valid for 5 Years)

(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)

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

Insurance Surety Bond No.:
Date:

NOA/Contract No.....

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

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

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

(or)

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

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

Or

We refer to the Contract

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

(or)

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

having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor)

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

By this letter we, the undersigned, ...(insert name & address of the issuing **Insurer**), a **Insurer** (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the **Insurer**)..... do hereby irrevocably guarantee payment to you up to i.e., Ten percent (10%) of the Contract Price until 60 months i.e., upto and inclusive of (dd/mm/yy).

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

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

This **Insurance Surety Bond** shall remain in full force and shall be valid from the date of issue until 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 **Insurance Surety Bond** shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

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

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any

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additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

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

Notwithstanding anything contained herein:

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

For and on behalf of the **Insurer**

[Signature of the authorised signatory(ies)]

Signature _____

Name _____

Designation _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Insurer _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

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Note:

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.
3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
5. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.



Form 13b. FORM OF EXTENSION OF INSURANCE SURETY BOND

Ref. No.....

Dated:.....

To: [Name and address of the Employer]

Dear Sirs,

Sub.: Extension of **Insurance Surety Bond** 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
Insurance Surety Bond).

At the request of M/s..... (insert name of the Contractor), We(insert
name & address of the **Insurer**), a **Insurer** organized under the laws of
..... and having its Registered/Head Office at(insert address of
registered office of the **Insurer**)..... do hereby extend our liability under the
above-mentioned **Insurance Surety Bond** 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 **Insurance Surety Bond** No.
..... dated shall remain unaltered and binding.

Please treat this as an integral part of the original **Insurance Surety Bond** to which it would
be attached.

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 _____

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Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email_____

Note :

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractors/ Suppliers /Insurer issuing the Insurance Surety Bond.
2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.
3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
5. While getting the Insurance Surety Bond issued, Contractors/ `s are required to ensure compliance to the points mentioned in corresponding Form of Insurance Surety Bond.

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**Form 21b. FORM OF INSURANCE SURETY BOND FOR CONTRACT PERFORMANCE
(TO BE SUBMITTED BY COLLABORATOR / PARENT/ PRINCIPAL COMPANY)**

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

Insurance Surety Bond No.:

Date:

NOA/Contract No......

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

To: [Name and address of the 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 you
to M/s (Name of Contractor),

(or)

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

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

Whereas, the Contractor has agreed to supply the@..... #[manufactured by M/s.
..... (Name of Manufacturer), having its Principal place of business at
.....(Address of Manufacturer) and Registered Office at
.....(Registered address of Manufacturer) (hereinafter
referred to as the "Manufacturer") in collaboration with M/s. (Name of
Collaborator/Parent/Principal Company), having its Principal place of business at
.....(Address of Collaborator/ Parent/Principal Company) and
Registered Office at(Registered address of Collaborator/ Parent/Principal Company)
..... (hereinafter referred to as the "Collaborator/ Parent/Principal
Company"), as a pre-requisite for qualification of the Bidder/Contractor and have submitted a
deed of joint undertaking declaring that they are jointly and severally bound and responsible for
the successful performance of the said equipment in accordance with the Contract
Specifications and that the Collaborator/ Parent/Principal Company having agreed to furnish a

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Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to (10%) three per cent of the Ex-works cost of@..... to be supplied by the Manufacturer/Contractor under the Contract, in addition to Contract Performance Guarantee equivalent to 10% (ten per cent) of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract.

By this letter we, the undersigned, ...(insert name & address of the **Insurer**), a **Insurer** (or Company) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the **Insurer**)..... do hereby irrevocably guarantee payment to you up to i.e., ten percent (10%) of the Ex-works cost of@..... to be supplied by the Manufacturer/Contractor under the Contract until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of (dd/mm/yy).

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

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

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

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

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

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

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Collaborator/ Parent/Principal Company, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and



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without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

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

Notwithstanding anything contained herein:

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

For and on behalf of the **Insurer**

[Signature of the authorised signatory(ies)]

Signature _____

Name _____

Designation _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Insurer _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____



Note:

- 1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.**
- 2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.**
- 3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.**
- 4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.**
- 5. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.**



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Form 23b. FORM OF INSURANCE SURETY BOND FOR CONTRACT PERFORMANCE
(TO BE SUBMITTED BY INDIAN GIS MANUFACTURER)

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

Insurance Surety Bond No.:

Date:

Contract No.....

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

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

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

Whereas, the Contractor and M/s. (Name of GIS Manufacturer), having its Principal place of business at(Address of GIS Manufacturer) and Registered Office at(Registered address of GIS Manufacturer) (hereinafter referred to as the "GIS Manufacturer"), as a pre-requisite for qualification of the Bidder/Contractor, have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the quality and timely supply of GIS and that the GIS Manufacturer having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to (2%) two per cent of the price of GIS portion (i.e. Total price of items in Supply, F&I and Installation schedules under Activity titled "GIS portion" in Price Schedules) under the Contract, in addition to Contract Performance Guarantee equivalent to 10% (ten percent) of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract.

By this letter we, the undersigned, ...(insert name & address of the **Insurer**), a **Insurer** (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the **Insurer**)..... do hereby irrevocably guarantee payment to you up to i.e., two percent (02%) of the price of GIS portion (i.e. Total price of items in Supply, F&I and Installation schedules under Activity titled "GIS portion" in Price Schedules) under the Contract until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of (dd/mm/yy).

Annexure-I(A)

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

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

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

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

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

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

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

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

"Notwithstanding anything contained herein:

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



Annexure-I(A)

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

For and on behalf of the **Insurer**

[Signature of the authorised signatory(ies)]

Signature _____

Name _____

Designation _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Insurer _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note:

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.
3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

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Annexure-I(A)

- 4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.**
- 5. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.**

