

Ref. No.: PESL/CS/STP/ Clari-02 &amp;Amd-03

Date 02/09/2024

&lt;&lt; TO ALL THE BIDDERS THROUGH PORTAL &gt;&gt;

Sub.: **Clarification No-02 & Amendment No-03** to Bidding Documents for **“Empanelment of Channel Partners for Rate Contract for execution of works of Rooftop Solar PV installation in residential sector under PM Surya Ghar - Muft Bijli Yojna (PMSGY) - For Ladakh, Lakshadweep, Puducherry & Odisha”**

- (i) Ladakh, Spec No: CC/NT/W-MISC/DOM/T00/24/ 10688,
- (ii) Lakshadweep, Spec No: CC/NT/W-MISC/DOM/T00 /24 /10689
- (iii) Puducherry, Spec No: CC/NT/W-MISC/DOM/T00/24 /10690
- (iv) Odisha, Spec No: CC/NT/W-MISC/DOM/T00/24 /10691

Dear Sir,

1.0 This has reference to the bidding documents for the subject Packages uploaded in the portal <https://etender.powergrid.in> for the following packages, Please find enclosed herewith **Clarification No-02 & Amendment No-03** to the Bidding Documents, which shall form an integral part of the Bidding Documents.

Sl	Package Reference	Name of Package	Rfx Number in e-Tender Portal
1	RTS-01	Empanelment of channel partner for installation of Rooftop Solar system for residential consumers under PM Surya Ghar-Muft Bijli Yojana in <b>Ladakh , Spec No: CC/NT/W-MISC/DOM/T00/24/ 10688,</b>	<b>5002003749</b>
2	RTS-02	Empanelment of channel partner for installation of Rooftop Solar system for residential consumers under PM Surya Ghar-Muft Bijli Yojana in <b>Lakshadweep, Spec No:CC/NT/W-MISC/DOM/T00 /24 /10689</b>	<b>5002003750</b>
3	RTS-03	Empanelment of channel partner for installation of Rooftop Solar system for residential consumers under PM Surya Ghar-Muft Bijli Yojana in <b>Puducherry, Spec No: CC/NT/W-MISC/DOM/T00/24 /10690</b>	<b>5002003751</b>
4	RTS-04	Empanelment of channel partner for installation of Rooftop Solar system for residential consumers under PM Surya Ghar-Muft Bijli Yojana in <b>Odisha, Spec No: CC/NT/W-MISC/DOM/T00/24 /10691</b>	<b>5002003752</b>

3.0 Save and except the above, all other terms and conditions of the Bidding Documents shall remain unchanged.

Thanking you,

Yours faithfully,



(Shivendra Sharma)

DGM(CS)

**Clarification No. 2 to Bidding Documents:**

**Empanelment of channel partner for execution of Rooftop Solar projects in residential sector under PM Surya Ghar-Muft Bijli Yojna (PMSGY) Scheme in Ladakh, Lakshadweep, Puducherry & Odisha; Spec. No: CC/NT/W-MISC/DOM/T00/24/ 10688, CC/NT/W-MISC/DOM/T00 /24 /10689, CC/NT/W-MISC/DOM/T00 /24 /10690, CC/NT/W-MISC/DOM/T00 /24 /10691.**

<b>Sr. No</b>	<b>Clause No.</b>	<b>Clause Description</b>	<b>Bidder Queries</b>	<b>PESL REPLY</b>
<b>1</b>	ITB 4.0	Technical Specifications for Rooftop Solar PV system under PMSGY Rev-00  Clause 4.0: Technical Requirements for EPC vendor (Page 10 of 32)	Under this Empanelment there was no need of any electrical license.  But as per the technical specification document, Clause- 4.0, Point No-3: It is mentioned vendor should have valid electrical license.	Please refer Sl. No. 7 of Amendment No.-3.

**Amendment No-03 to Bidding Documents for Empanelment of channel partner for execution of Rooftop Solar projects in residential sector under PM Surya Ghar-Muft Bijli Yojna (PMSGY) Scheme in Ladakh, Lakshadweep, Puducherry & Odisha; Spec. No: CC/NT/W-MISC/DOM/T00/24/ 10688, CC/NT/W-MISC/DOM/T00 /24 /10689, CC/NT/W-MISC/DOM/T00 /24 /10690, CC/NT/W-MISC/DOM/T00 /24 /10691.**

Sl. No.	Clause Ref. No.	Existing provision	Amended as	Remarks
1.	ITB 5.1 (in BDS), Vol-I	Following new forms, related to insurance surety bonds included		New forms related to Submission of EMD and CPG in the form of Insurance Surety Bond are incorporated in the bidding documents and are collectively attached at Annexure IA
		<b>New Form</b>	<b>Remarks</b>	
		Form 2b. BID SECURITY FORM (For insurance Surety Bond)	Form 2 re-numbered as Form 2a	
		Form 3c. FORM FOR FORFEITURE OF INSURANCE SURETY BOND		
		Form 3d. FORM FOR CONDITIONAL CLAIM PENDING EXTENSION IN INSURANCE SURETY BOND		
		Form 6c. PERFORMANCE SECURITY FORM (For Insurance Surety Bond)		
		Form 13b. FORM OF EXTENSION OF INSURANCE SURETY BOND	Form 13 re-numbered as Form 13a	
2.	ITB 13.2 (in BDS) Vol-I	The bid security shall, at the bidder's option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer as stipulated in BDS or a bank guarantee from a reputed bank selected by the bidder. The format of the bank guarantee shall be in accordance with the form of bid security included in the Bidding Documents. Bid Security shall be valid up to date as mentioned in BDS, or any other date as subsequently requested under Clause 14.2.	The bid security shall, at the bidder's option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer as stipulated in Section-III or a bank guarantee from a reputed bank selected by the bidder <b>or Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI)</b> . The format of the bank guarantee/ <b>Insurance Surety Bond</b> shall be in accordance with the form of bid security included in the Bidding Documents.	

Amendment No-03 to Bidding Documents for Empanelment of channel partner for execution of Rooftop Solar projects in residential sector under PM Surya Ghar-Muft Bijli Yojna (PMSGY) Scheme in Ladakh, Lakshadweep, Puducherry & Odisha; Spec. No: CC/NT/W-MISC/DOM/T00/24/ 10688, CC/NT/W-MISC/DOM/T00 /24 /10689, CC/NT/W-MISC/DOM/T00 /24 /10690, CC/NT/W-MISC/DOM/T00 /24 /10691.

Sl. No.	Clause Ref. No.	Existing provision	Amended as	Remarks
			Bid Security shall be valid up to date as mentioned in BDS, or any other date as subsequently requested under Clause 14.2.	
3	GCC 9.3.2 (in SCC), Vol I	<p>Replace Sub-clause GCC 9.3.2</p> <p>The performance security shall, at the contractor's option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer as stipulated in SCC in the Form of unconditional Bank Guarantee attached hereto in the Section-VI-Sample form and procedures.</p> <p>Alternatively, if performance security is to be submitted in favor of PESL, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY<a href="https://epay.powergrid.in">https://epay.powergrid.in</a>, a link of which is provided on the POWERGRID website....</p> <p>.....</p>	<p>Replace Sub-clause GCC 9.3.2</p> <p>The performance security shall, at the contractor's option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer as stipulated in SCC in the Form of unconditional Bank Guarantee/<b>Insurance Surety Bond</b> attached hereto in the Section-VI-Sample form and procedures.</p> <p>Alternatively, if performance security is to be submitted in favor of PESL, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY<a href="https://epay.powergrid.in">https://epay.powergrid.in</a>, a link of which is provided on the POWERGRID website....</p> <p>.....</p>	

Amendment No-03 to Bidding Documents for Empanelment of channel partner for execution of Rooftop Solar projects in residential sector under PM Surya Ghar-Muft Bijli Yojna (PMSGY) Scheme in Ladakh, Lakshadweep, Puducherry & Odisha; Spec. No: CC/NT/W-MISC/DOM/T00/24/ 10688, CC/NT/W-MISC/DOM/T00 /24 /10689, CC/NT/W-MISC/DOM/T00 /24 /10690, CC/NT/W-MISC/DOM/T00 /24 /10691.

Sl. No.	Clause Ref. No.	Existing provision	Amended as	Remarks
4.	GCC 9.3.6 (in SCC), Vol I	During execution of contract the Contractor, after submission of Performance Security in form of a crossed bank draft/pay order /banker certified cheque/ online payment through POWERGRID ONLINE PAYMENT UTILITY, may opt to furnish the Performance Security in form of bank guarantee for the same amount and as per same terms of the Contract. On acceptance by the Employer of Performance Security submitted in the form of Bank Guarantee following receipt of confirmation from the issuing Bank, the said amount shall be refunded.	During execution of contract the Contractor, after submission of Performance Security in form of a crossed bank draft/pay order /banker certified cheque/ online payment through POWERGRID ONLINE PAYMENT UTILITY, may opt to furnish the Performance Security in form of bank guarantee/ <b>Insurance Surety Bond</b> for the same amount and as per same terms of the Contract. On acceptance by the Employer of Performance Security submitted in the form of Bank Guarantee/ <b>Insurance Surety Bond</b> following receipt of confirmation from the issuing Bank/ <b>Insurer</b> , the said amount shall be refunded.	
5	Adding new Clause 9.5 in GCC, Vol-I		Add New Clause 9.5 in GCC (at SCC) <b>9.5 Surety Insurer:</b>  The insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).	

**Amendment No-03 to Bidding Documents for Empanelment of channel partner for execution of Rooftop Solar projects in residential sector under PM Surya Ghar-Muft Bijli Yojna (PMSGY) Scheme in Ladakh, Lakshadweep, Puducherry & Odisha; Spec. No: CC/NT/W-MISC/DOM/T00/24/ 10688, CC/NT/W-MISC/DOM/T00 /24 /10689, CC/NT/W-MISC/DOM/T00 /24 /10690, CC/NT/W-MISC/DOM/T00 /24 /10691.**

Sl. No.	Clause Ref. No.	Existing provision	Amended as	Remarks																				
6.	"TECHNICAL SPECIFICATIONS FOR ROOFTOP SOLAR PV SYSTEMS UNDER PM SURYA GHAR - MUFT BIJLI YOJNA (PMSGY): General: Clause: 1.0, Technical Specifications for Rooftop Solar PV system under PMSGY Rev-00 (Page 3 of 32)"	New Clause 1.4	<p>The approximate quantity/capacity of rooftop solar (RTS) on above allocated States/ UTs is as mentioned below:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Name of the State/ UT</th> <th>Package Reference</th> <th>Approx. capacity of Roof Top Solar (RTS) in kW</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Ladakh</td> <td>RTS-01</td> <td>71</td> </tr> <tr> <td>2</td> <td>Lakshadweep</td> <td>RTS-02</td> <td>38</td> </tr> <tr> <td>3</td> <td>Puducherry</td> <td>RTS-03</td> <td>300</td> </tr> <tr> <td>4</td> <td>Odisha</td> <td>RTS-04</td> <td>6,403</td> </tr> </tbody> </table>	Sl. No.	Name of the State/ UT	Package Reference	Approx. capacity of Roof Top Solar (RTS) in kW	1	Ladakh	RTS-01	71	2	Lakshadweep	RTS-02	38	3	Puducherry	RTS-03	300	4	Odisha	RTS-04	6,403	
Sl. No.	Name of the State/ UT	Package Reference	Approx. capacity of Roof Top Solar (RTS) in kW																					
1	Ladakh	RTS-01	71																					
2	Lakshadweep	RTS-02	38																					
3	Puducherry	RTS-03	300																					
4	Odisha	RTS-04	6,403																					
7.	TECHNICAL SPECIFICATIONS FOR ROOFTOP SOLAR PV SYSTEMS UNDER PM SURYA GHAR - MUFT BIJLI YOJNA (PMSGY): Technical Requirements for EPC vendor (Page 10 of 32)	<p>4.0 Technical Requirements for EPC vendor</p> <p>For implementing the scheme effectively, the Channel Partner shall tie up with sufficient number of EPC vendors meeting the Technical Qualification Requirement as given below:</p> <p>i) The vendor should be a Company / Firm / Corporation / LLP in India having experience in Installation, Commissioning &amp; Maintenance of Solar PV systems and having GST registration and PAN number; and</p> <p>ii) The vendor should have installed at least 5 (five) nos. of rooftop solar PV systems after 31.03.2023.</p>	<p><b>4.0 Guidelines for selection of EPC vendor (Applicable if the bidder is qualified for the execution of subject package through the routes other than Route-1 (EPC route) of the Bidder's Qualifying Requirements)</b></p> <p>For implementing the scheme effectively, the Channel Partner shall tie up with sufficient number of EPC vendors meeting the following:</p> <p>i) The vendor should be a Company / Firm / Corporation / LLP in India having experience in Installation, Commissioning &amp; Maintenance of Solar</p>																					

**Amendment No-03 to Bidding Documents for Empanelment of channel partner for execution of Rooftop Solar projects in residential sector under PM Surya Ghar-Muft Bijli Yojna (PMSGY) Scheme in Ladakh, Lakshadweep, Puducherry & Odisha; Spec. No: CC/NT/W-MISC/DOM/T00/24/ 10688, CC/NT/W-MISC/DOM/T00 /24 /10689, CC/NT/W-MISC/DOM/T00 /24 /10690, CC/NT/W-MISC/DOM/T00 /24 /10691.**

Sl. No.	Clause Ref. No.	Existing provision	Amended as	Remarks
		<p>iii) The vendor should have a valid electrical license.</p> <p>Proposal for approval of EPC vendor shall be submitted to the Employer alongwith supporting documents for meeting the above requirements.</p>	<p>PV systems and having GST registration and PAN number;</p> <p>ii) The vendor should have installed at least 5 (five) nos. of rooftop solar PV systems after 31.03.2023.</p> <p>iii) The vendor should have a valid electrical license.</p> <p><b>The Channel Partner shall submit an undertaking to the Employer confirming the compliances of the above for the selected EPC vendor.</b></p>	

**New Forms in  
SECTION - VI -SAMPLE FORMS AND PROCEDURES (FORMS)**

**Contents**

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

Form 3c. FORM FOR FORFEITURE OF INSURANCE SURETY BOND

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

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

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

Form 13b. FORM OF EXTENSION OF INSURANCE SURETY BOND



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

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

**Insurance Surety Bond No.:** .....

**Date:** .....

To: (insert Name and Address of Employer)

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

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

Notwithstanding anything contained herein:

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

For and on behalf of the **Insurer**

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

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

Fax Number \_\_\_\_\_

email \_\_\_\_\_

Common Seal \_\_\_\_\_

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

email \_\_\_\_\_

Note:

1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.
- 2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.**
- 3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.**
- 4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.**
- 5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.**

**Form 3c. FORM FOR FORFEITURE OF INSURANCE SURETY BOND**

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

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

Dear Sirs,

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

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

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

Thanking you,

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

*(AUTHORISED SIGNATORY)*

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

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

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

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

Dear Sirs,

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

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

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

Thanking you,

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

*(AUTHORISED SIGNATORY)*

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

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

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:

POWERGRID Energy Services Limited  
Plot No.-42, Sector-44, Gurgaon (Haryana) - 122003

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 Energy Services Limited., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016 ("the Employer"/"PESL") (hereinafter referred to as 'Owner') to M/s ..... (Name of Contractor) .....,

(or)

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

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 the **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 **Insurance Surety Bond** 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 **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 **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.

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:

**Annexure-IA**

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.**

**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 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. POWERGRID Energy Services Limited., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016 (hereinafter referred to as 'Owner') to M/s ..... (Name of Contractor) .....,**

**(or)**

**signed on .....(insert date of the Contract) ..... between M/s. POWERGRID Energy Services Limited., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016 (hereinafter referred to as 'Owner'), 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)..... **[Applicable for Insurance Surety Bond issued by Contractor/Associate for those Contracts awarded to them]**

**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 **the Employer's duly authorized officer or the authorized officer of Owner** 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 **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 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 **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.

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:

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.

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 \_\_\_\_\_

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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