

SECTION - VI

SAMPLE FORMS AND PROCEDURES (FORMS)

SAMPLE FORMS AND PROCEDURES (FP)**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

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

Bank Guarantee No.:

Date:

Name of the Package:

Specification No.:

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") has submitted its Bid for the performance of the above-named Contract (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"), 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; 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 executant(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 33, or

(ii) to furnish the required performance security, in accordance with ITB Clause 34.
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, which shall be the date 30 days after the period of bid validity*)....., and any demand in respect thereof must reach the Bank not later than the above 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 for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

“Notwithstanding anything contained herein:

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

Unquote

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 favor 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 favor 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 PLANT AND EQUIPMENT

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 Ex-works Supply 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 Your Bid submitted for the subject package under Proposal reference no. dated, was opened on (*Use as applicable*)

or

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*)
(Applicable only in case of Joint Venture)

- 1.4 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 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 1.4 above), and award on you/the JV(*use as applicable*) the 'Ex-works Supply Contract' (also referred to as the 'First Contract') covering inter-alia Ex-works supply of all equipment and materials including Type Testing to be conducted, required for the complete execution of the (*insert name of Package alongwith name of the Project*), as detailed in the documents referred hereinabove. The scope of work inter-alia includes the following:

..... (*Indicate brief Scope of Work*)

The scope of work under this Notification of Award (NOA) shall also include all such items which are not specifically mentioned in the Bidding Documents and/or your bid but are necessary for 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 "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	
Total for Ex-works Supply 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 the equivalent advance amount. 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 INSTALLATION OF PLANT AND EQUIPMENT

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 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 Your Bid submitted for the subject package under Proposal reference no. dated, was opened on (*Use as applicable*)

or

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*)
(Applicable only in case of Joint Venture)

- 1.4 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 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 1.4 above), and award on you/the JV(*use as applicable*) the '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, 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 "Ex-works Supply Contract" or "First Contract").

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 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, Insurance and other Incidental Services (including port clearance etc)	
2.	Installation Services	
3.	Training Charges	
4.	AMC Charges	
Total for 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

[Form - a]

EX-WORKS SUPPLY 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	
Total for Ex-Works Supply 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

[[^] 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 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

Signed by for and
on behalf of the Contractor

.....
Signature

.....
Signature

.....
Title

.....
Title

in the presence of

in the presence of

5. FORM OF CONTRACT AGREEMENT

[Form - b]

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, Insurance and other Incidental Services	
2.	Installation Services	
3.	Training Charges	
3.	AMC Charges	
Total for 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

[[^] 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 Ex-Works Supply 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

.....
Signature

Signed by for and
on behalf of the Contractor

.....
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 29.4]. 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

1.1.1 Main Equipment

- A. Interest Bearing Advance (Optional*): 10% (Ten percent) of the Ex-works Price Component of the Contract Price shall be paid as an interest bearing initial advance after signing the Contract Agreement and on submission of (a) detailed invoice, (b) Advance Bank Guarantee for equivalent amount in line with GCC Clause 9.2, (c) Performance Securities in line with GCC Clause 9.3, (d) Detailed PERT Network/Bar chart and its approval by the Employer.

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

In case, the Contractor opts for this interest bearing initial advance, the same shall be paid to the Contractor on fulfillment of above conditions and an interest on monthly outstanding amount will be charged at the rate of 10.01% per annum. The monthly outstanding amount for the purpose of calculating the interest shall be worked out at the end of each calendar month considering proportionate adjustment of advance against progressive payment as per 1.1.1 (B.1) below.

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), (d) and (e) above within twenty eight (28) days of issuance of NOA.

B Progressive Payment

Payment of the Ex-works Price Component of the Contract Price (including mandatory spares) shall be made progressively on certification of the Employer and on the basis of work performed using the following guidelines:

B.1 Seventy five percent (75%)** of the Ex-works price component of Contract price shall be paid as follows:

a) Software

- i) Twenty percent (20%) # of the Ex-works price of Software shall be paid on pro-rata basis after successful completion of Factory Tests (FAT) and delivery of software tapes to Employer's respective sites as identified in the Contract software installation, based on certification by the Employer.

In case the contractor opts not to take interest bearing advance then this payment shall be 30% instead of 20%.

- ii) Fifty five percent (55%) of the Ex-works price of Software shall be paid on pro-rata basis after successful completion of Field tests, based on certification by the Employer.

b) Hardware

- i) Sixty percent (60%) ^ of the Ex-works price of Hardware (including spares) shall be paid on pro-rata basis on shipment of equipment and on submission of :

- a) Evidence of dispatch (R/R or receipted L/R).
- b) Contractor's detailed invoice & packing list identifying contents of each shipment.
- c) Manufacturer's/Contractor's guarantee certificate of quality.
- d) Insurance Policy/Certificate.
- e) Material Inspection Clearance Certificate (MICC) for dispatch issued by the Employer's representative.
- f) Test Certificate.

^ In case the contractor opts not to take interest bearing advance then this payment shall be 70% instead of 60%.

- ii) Fifteen (15%) of the Ex-works price of Hardware (including spares) shall be paid on pro-rata basis within 30 days of receipt of equipment at site and on submission of claim and physical verification by the Employer.

*** In case the contractor opts not to take interest bearing advance then this payment shall be 85% instead of 75%.*

C Final Payment

- (a) Balance fifteen percent (15%) of the Ex-works price component of the Main Equipment shall be paid within 30 days of Operational Acceptance (on successful completion of system availability tests) and proof of submission of the required no. of reproducible, O&M manuals, approved drawings, data sheets, test reports, pamphlets and manual of spares, maintenance & testing equipment etc.

1.2 Type Test Charges

Payment shall be made only for the type tests actually conducted as per the Contract. The charges for type tests shall be paid on successful completion of all the type tests as directed by the Employer and on approval of the test results by the Employer.

1.3 Inland Transportation & Insurance 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 invoices 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.

1.4 Price Component for Installation

(a) Eighty five percent (85%) of the installation charges shall be paid on pro-rata basis after installation at site and on certification by the Employer.

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.

(b) Balance fifteen percent (15%) shall be paid within 30 days of Operational Acceptance alongwith the corresponding final payment for supply portion mentioned at Clause C (a) above.

1.5 Training Charges

Training Charges shall be paid on successful completion of training and on approval of the same by the Employer.

1.6 Annual Maintenance Charges

Maintenance Charges during Defect Liability Period shall be paid at the end of Defect Liability Period on submission of invoice, Performance security for Annual Maintenance Charges (AMC) by Contractor and on certification by the Employer. Annual Maintenance Charges (AMC) subsequent to Defect Liability Period shall be paid quarterly on submission of invoice by the contractor and on certification by the Employer.

1.7 Payment towards Taxes and Duties

Taxes and duties (excluding entry tax/octroi duty) applicable as per Indian Tax laws, in respect of transaction between the Employer and the Contractor shall be paid by the Employer as per the Contract after each shipment. Invoices raised by the Contractor, Vatable invoices raised by the Contractor and pre-numbered invoices duly signed by authorized signatory shall be considered for payment of sales tax, VAT and excise duty respectively. Entry tax/octroi duty will be reimbursed by the Employer as per Contract on submission of invoice together with documentary evidence alongwith progressive payment (to be released against receipted LR) for the corresponding shipment. 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.

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

PRICE ADJUSTMENT

- 1.1 The Contract price shall remain FIRM and FIXED and shall not be subject to Price Adjustment for the duration of the Contract.

FIRM AND FIXED

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 war & Strike Riots & Civil Commotion (SRCC) cover shall be taken.

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

Similarly, Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Plant and Equipment including mandatory Spares supplied from within India. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer's works to the project's warehouse at final destination site. Inland Transit Clause (ITC) 'A' along with war & 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 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 Excise Duty and Sales Tax/ VAT etc., if additionally payable.	Nil	Contractor & Employer	Mfrs ware-house	Project's ware-house 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	Nil	Contractor & Employer	Receipt at site of first lot of	Up to Operational

<p>Indian Port of Entry Price of all the Plant and Equipment including mandatory Spares to be supplied from abroad plus customs duties 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 Excise Duty and Sales Tax/ VAT etc., if additionally payable. and 100% of erection price component</p>			<p>the Plant and Equipment including mandatory Spares</p>	<p>Acceptance</p>
---	--	--	---	-------------------

- (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
<ul style="list-style-type: none"> For projects upto Rs. 100 crores, the third party liability limit shall be 10% of the project value for single occurrence/ multiple occurrences in aggregate during the entire policy period. For projects from Rs. 100 crores to Rs. 500 crores, the third party liability limit shall be Rs. 10 crores for single occurrence/multiple occurrences in aggregate during entire policy period. For projects of more than Rs.500 crores, the third party liability limit shall be Rs.25 crores for single occurrence/ multiple occurrences in aggregate during entire policy period. 	Nil	Contractor/ Sub-contractor	Receipt at site	Upto Defect Liability Period.

(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 _____				

TIME SCHEDULE

1. The Project Completion Schedule shall be as follows:

Sl. No.	Activities	Duration in months from the effective date of Contract
1.	Successful Completion of Phase-II of PMU Pilot Project of Northern Region Specification No.: NRLDC/C&M/SL-II/PMU-Pilot/2011-12/591.	06 (Six)

- 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, 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) 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 finalize the same with the Employer as per the requirement specified in Technical Specifications, which shall form a part of the Contract.

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

Note :

The bidder may propose Sub-Contractors for any part of the facilities in Attachment-4 to Bid Form for First Stage Bid under Two Stage Bidding, Section-I (for First Stage Bid)/ Attachment-5, Section-II (for Second Stage Bid) of Volume-III along with all the necessary details of the Sub-contractors in evidence of fulfillment of all conditions stipulated in the Bid Document in respect of Sub-contractors.

Appendix-6

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 for other than construction activities 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-----

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.

Appendix-8 (a)

GUARANTEES, LIQUIDATED DAMAGES FOR NON - PERFORMANCE

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

Appendix-8 (b)

FUNCTIONAL GUARANTEES

The Contractor guarantee that the system offered shall meet the technical specification requirement of continuous availability of the system as defined at Part A Section 4 of the Technical Specifications during the Maintenance Period commencing from the date of Taking Over by the Employer. In case the actual availability falls short of the above said guaranteed availability under the conditions specified in Technical Specifications, Employer shall have rights and remedies specified in the said clause.

6. PERFORMANCE SECURITY FORM

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

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

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the 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 you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the 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 you shall equal the sums guaranteed hereunder, whichever is the earlier.

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

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

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*)_____ [*_____ (value in words)*_____].

2. This Bank Guarantee shall be valid upto _____(*validity date*)_____.

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

Unquote

7. BANK GUARANTEE FORM FOR ADVANCE PAYMENT

Bank Guarantee 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, in accordance with the terms of the said Contract, the Employer has agreed to pay or cause to be paid to the Contractor an Advance Payment in the 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 the said amounts upon the first demand of the 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, and in the event of such failure, refuses to repay all or part (as the case may be) of the said advance payment to the Employer.

Provided always that the Bank's obligation shall be limited to an amount equal to the outstanding balance of the advance payment, 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 evidenced by appropriate payment certificates.

This Guarantee shall remain in full force from the date upon which the said advance payment is received by the Contractor upto ninety (90) days beyond the date on which the entire advance so advanced alongwith the interest if any due thereon has been fully adjusted in terms of the Contract i.e., upto of 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 Employer i.e. upto and inclusive of (dd/mm/yy).

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note:

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

3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

“Notwithstanding anything contained herein:

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

Unquote

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 Despatch 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.....	Authorized representative
	Name.....	(Common Seal)
	Address.....	(In case of Company)

Indemnity Bonds are to be executed by the authorized 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 Despatch 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.

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 Despatch Document/Consignment Note No.* dated and 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 Despatch 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 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
(NOT APPLICABLE)**

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
(NOT APPLICABLE)**

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 Documents 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

(Signature of the authorized

representative)

Designation

Signature

WITNESS :

I.

II.

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

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

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Note:

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

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)

18. FORM OF SAFETY PLAN TO BE SUBMITTED BY THE CONTRACTOR WITHIN SIXTY DAYS OF AWARD OF CONTRACT

[TO BE EXECUTED ON A NON JUDICIAL STAMP PAPER WORTH RS. TWENTY ONLY]

SAFETY PLAN

THIS SAFETY PLAN is made this day of 20..... by a Company registered under the Companies Act, 1956/Partnership firm/proprietary concern having its Registered Office at[to be modified suitably for JV Contractor] (hereinafter called as 'Contractor' which expression shall include its successors and permitted assigns) for approval 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)..... for its Contract for(insert package name, project name alongwith Specification number of the Contract).....

WHEREAS(abbreviated name of the Employer)..... has awarded to the Contractor the aforesaid Contract vide its Notification of Award/Contract No. datedand Amendment No. (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which the Contractor is required to submit 'Safety Plan' alongwith certain documents to the Engineer In-Charge/Project Manager of the Employer within Sixty (60) days of Notification of Award for its approval.

NOW THEREFORE, the Contractor undertakes to execute the Contract as per the safety plan as follows:

1. THAT the Contractor shall execute the works as per provisions of Bidding Documents including those in regard to Safety Precautions / provisions as per statutory requirements.
2. THAT the Contractor shall execute the works in a well planned manner from the commencement of Contract as per agreed mile stones of work completion schedule so that planning and execution of construction works goes smoothly and consistently through out the contract duration without handling pressure in last quarter of the financial year/last months of the Contract and the shall be finalized in association with POSOCO Engineer In-charge/Project Manager from time to time as required.
3. THAT the Contractor has prepared the safe work procedure for each activity i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. to be executed at site, which is enclosed at **Annexure - 1A (SP)** for acceptance and approval of Engineer In-charge/Project Manager. The Contractor shall ensure that on approval of the same from Engineer In-charge/Project Manager , the approved copies will be

circulated to Employer's personnel at site [Supervisor(s)/Executive(s)] and Contractor's personnel at site [Gang leader, supervisor(s) etc.] in their local language / language understood by gang.

THAT the Contractor has prepared minimum manpower deployment plan, activity wise as stated above, which is enclosed at **Annexure - 1B (SP)** for approval of Engineer In-charge/Project Manager.

4. THAT the Contractor shall ensure while executing works that they will deploy minimum 25% of their own experienced work force who are on the permanent roll of the company and balance 75% can be a suitable mixed with the hired gangs / local workers / casual workers if required. The above balance 75% work force should be provided with at least 10 days training by the construction agencies at sites and shall be issued with a certificate. No worker shall be engaged without a valid certificate. Hired gang workers shall also follow safe working procedures and safety norms as is being followed by company's workmen. It should also be ensured by the contractor that certified fitters who are climbing towers / doing stringing operations can be easily identifiable with a system like issue of Badge / Identification cards (ID cards) etc. Colour identification batches should be worn by the workers. Contractor has to ensure that inexperienced workers / unskilled workers should not be deployed for skilled job.
5. THAT the Contractor's Gang leader / Supervisor / Senior most member available at every construction site shall brief to each worker daily before start of work about safety requirement and warn about imminent dangers and precautions to be taken against the imminent dangers (Daily Safety Drill). This is to be ensured without fail by Contractor and maintain record of each gang about daily safety instructions issued to workers and put up to POSOCO site In-charge for his review and record.
6. THAT the Contractor shall ensure that working Gangs at site should not be left at the discretion of their Gang Leaders who are generally hired and having little knowledge about safety. Gang leader should be experienced and well versed with the safe working procedures applicable for transmission line/ Sub Station works. In case gang is having Gang leader not on permanent roll of the company then additional Supervisor from company's own roll having thorough knowledge about the works would be deployed so as to percolate safety instructions upto the grass root level in healthy spirits. Contractor has to ensure close supervision while executing critical locations of transmission lines / sub stations and ensures that all safety instructions are in place and are being followed.
7. THAT the Contractor shall maintain in healthy and working condition all kind of Equipments / Machineries / Lifting tools / Lifting tackles / Lifting gears / All kind of Ropes including wire ropes / Polypropylene ropes etc. used for Lifting purpose during execution of the project and get them periodically examined and load tested for safe working load in accordance with relevant provisions and requirement of Building & other construction workers Regulation of Employment and Conditions of Services Act and Central Rule 1998, Factories Act 1948, Indian

Electricity Act 2003 before start of the project. A register of such examinations and tests shall be properly maintained by the contractor and will be promptly produced as and when desired by the Engineer In-charge/Project Manager or by the person authorised by him. The Contractor has to ensure to give special attention on the formation / condition of eye splices of wire rope slings as per requirement of IS 2762 Specification for wire rope slings and sling legs.

THAT the Contractor has prepared a list of all Lifting machines, lifting Tools / Lifting Tackles / Lifting Gears etc. / All types of ropes and Slings which are subject to safe working load is enclosed at **Annexure - 2 (SP)** for review and approval of Engineer In-charge/Project Manager.

8. THAT the Contractor has to procure sufficient quantity of Personal Protective Equipment (PPE) conforming to Indian / International standards and provide these equipment to every workman at site as per need and to the satisfaction of Engineer-in-charge/Project Manager of POSOCO. The Contractor's Site Supervisor/ Project Manager has to ensure that all workmen must use Personal Protective Equipment at site. The Contractor shall also ensure that Industrial Safety helmets are being used by all workmen at site irrespective of their working (at height or on ground). The Contractor shall further ensure use of safety shoes by all ground level workers and canvas shoes for all workers working at height, Rubber Gum Boots for workers working in rainy season and concreting job, Use of Twin Lanyard Full body Safety Harness with attachment of light weight such as aluminium alloy etc. and having features of automatic locking arrangement of snap hook, by all workers working at height for more than three meters and also for horizontal movement on tower shall be ensured by contractor. The Contractor shall not use ordinary half body safety harness at site. The Contractor has to ensure use of Retractable type fall arrestors by workers for ascending / descending on suspension insulator string and other similar works etc., Use of Mobile fall arrestor for ascending / descending from tower by all workers. The contractor has to provide cotton / leather hand gloves as per requirement, Electrical Resistance Hand gloves for operating electrical installations / switches, Face shield for protecting eyes while doing welding works and Dust masks to workers as per requirement. The Contractor will have to take action against the workers not using Personal Protective Equipment at site and those workers shall be asked to rest for that day and also their Salary be deducted for that day. POSOCO may issue warning letter to Project Manager of contractor in violation of above norms.

THAT the Contractor shall prepare a detailed list of PPEs, activity wise, to commensurate with manpower deployed, which is enclosed at **Annexure - 3 (SP)** for review and approval of Engineer In-charge/Project Manager. It shall also be ensured that the sample of these equipment shall be got approved from POSOCO supervisory staff before being distributed to workers. The contractor shall submit relevant test certificates as per IS / International Standard as applicable to PPEs used during execution of work. All the PPE's to be distributed to the workers shall be checked by POSOCO supervisory staff before its usage.

The Contractor also agrees for addition / modification to the list of PPE, if any, as advised by Engineer In-Charge/Project Manager.

9. THAT the Contractor shall procure, if required sufficient quantity of Earthing Equipment / Earthing Devices complying with requirements of relevant IEC standards (Generally IECs standards for Earthing Equipments / Earthing Devices are - 855, 1230, 1235 etc.) and to the satisfaction of Engineer In-Charge/ Project Manager and contractor to ensures to maintained them in healthy condition.

THAT the Contractor has prepared / worked out minimum number of healthy Earthing Equipments with Earthing lead confirming to relevant IS / European standards per gang wise during stringing activity/as per requirement, which is enclosed herewith at **Annexure - 4 (SP)** for review and acceptance of Engineer In-Charge/ Project Manager prior to execution of work.

10. THAT the Contractor shall provide communication facilities i.e. Walky - Talkie / Mobile Phone, Display of Flags / whistles for easy communication among workers during Tower erection / stringing activity, as per requirement.
11. THAT the Contractor undertakes to deploy qualified safety personnel responsible for safety as per requirements of Employer/Statutory Authorities.

THAT the Contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as qualified safety officer having diploma in safety to supervise safety aspects of the equipment and workmen who will coordinate with Engineer In-charge /Project Manager/Safety Co-ordinator of the Employer. In case of work being carried out through sub contractors the sub - contractor's workmen / employees will also be considered as the contractor's employees / workmen for the above purpose. If the number of workers are less than 250 then one qualified safety officer is to be deployed for each contract. He will report directly to his head of organization and not the Project Manager of contractor He shall also not be assigned any other work except assigning the work of safety. The curriculum vitae of such person shall be got cleared from POSOCO Project Manager / Construction staff.

The name and address of such safety officers of contractor will be promptly informed in writing to Engineer In-charge with a copy to safety officer - In-charge before start of work or immediately after any change of the incumbent is made during the currency of the contract. The list is enclosed at **Annexure - 5A (SP)**.

THAT the Contractor has also prepared a list including details of Explosive Operator (if required), Safety officer / Safety supervisor / nominated person for safety for each erection / stringing gang, list of personnel trained in First Aid Techniques as well as copy of organisation structure of the Contractor in regard to safety. The list is enclosed at **Annexure - 5B (SP)**.

12. The Project Manager shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Project Manager within 3 days of such stoppage of work and decision of the Project Manager in this respect shall be conclusive and binding on the Contractor.
13. THAT, if, any Employer's Engineer/ supervisor at site observes that the Contractor is failing to provide safe working environment at site as per agreed Safety Plan / POSOCO/POWERGRID Safety Rule/ Safety Instructions / Statutory safety requirement and creates hazardous conditions at site and there is possibility of an accident to workmen or workmen of the other contractor or public or the work is being carried out in an un safe manner or he continues to work even after being instructed to stop the work by Engineer / Supervisor at site / RHQ / Corp. Centre, the Contractor shall be bound to pay a penalty of Rs. 10,000/ - per incident per day till the instructions are complied and as certified by Engineer / Supervisor of Employer at site. The work will remain suspended and no activity will take place without compliance and obtaining clearance / certification of the Site Engineer / Supervisor of the Employer to start the work.
14. THAT, if the investigation committee of Employer observes any accident or the Engineer In-charge/Project Manager of the Employer based on the report of the Engineer/Supervisor of the Employer at site observes any failure on the Contractor's part to comply with safety requirement / safety rules/ safety standards/ safety instruction as prescribed by the Employer or as prescribed under the applicable law for the safety of the equipment, plant and personnel and the Contractor does not take adequate steps to prevent hazardous conditions which may cause injury to its own Contractor's employees or employee of any other Contractors or Employer or any other person at site or adjacent thereto, or public involvement because of the Contractor's negligence of safety norms, the Contractor shall be liable to pay a compensation of Rs. 10,00,000/- (Rupees Ten Lakh only) per person affected causing death and Rs. 1,00,000/- (Rupees One Lakh only) per person for serious injuries / 25% or more permanent disability to the Employer for further disbursement to the deceased family/ Injured persons. The permanent disability has the same meaning as indicated in Workmen's Compensation Act 1923. The above stipulations is in addition to all other compensation payable to sufferer as per workmen compensation Act / Rules

THAT as per the Employer's instructions, the Contractor agrees that this amount shall be deducted from their running bill(s) immediately after the accident, That the Contractor understands that this amount shall be over and above the compensation amount liable to be paid as per the Workmen's Compensation Act / other statutory requirement/ provisions of the Bidding Documents.

15. THAT the Contractor shall submit Near-Miss-Accident report alongwith action plan for avoidance such incidence /accidents to Engineer – In-charge/ Project Manager. Contractor shall also submit Monthly Safety Activities report to Engineer – In-charge/ Project Manager and copy of the Monthly Safety Activities report also to be sent to Safety In-charge at RHQ of the Employer for his review record and instructions.
16. THAT the Contractor is submitting a copy of Safety Policy/ Safety Documents of its Company which is enclosed at **Annexure - 6 (SP)** and ensure that the safety Policy and safety documents are implemented in healthy spirit.
17. THAT the Contractor shall make available of First Aid Box [Contents of which shall be as per Building & other construction workers (Regulation of Employment and Conditions of Services Act and Central Rule 1998 / **POSOCO** Guidelines)] to the satisfaction of Engineer In-Charge/ Project Manager with each gang at site and not at camp and ensures that trained persons in First Aid Techniques with each gang before execution of work.
18. THAT the Contractor shall submit an 'Emergency Preparedness Plan' for different incidences i.e. Fall from height, Electrocutation, Sun Stroke, Collapse of pit, Collapse of Tower, Snake bite, Fire in camp / Store, Flood, Storm, Earthquake, Militancy etc. while carrying out different activities under execution i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. which is enclosed at **Annexure - 7 (SP)** for approval of the Engineer In-Charge/ Project Manager before start of work.
19. THAT the Contractor shall organise Safety Training Programs on Safety, Health and Environment and for safe execution of different activities of works i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. for their own employees including sub contractor workers on regular basis.

The Contractor, therefore, submits copy of the module of training program, enclosed at **Annexure - 9 (SP)**, to Engineer In-charge/Project Manager for its acceptance and approval and records maintained.

20. THAT the Contractor shall conduct safety audit, as per Safety Audit Check Lists enclosed at **Annexure - 8 (SP)**, by his Safety Officer(s) every month during construction of Transmission Lines / Sub Stations / any other work and copy of the safety audit report will be forwarded to the Employer's Engineer In-charge / Site In-charge/Project Manager for his comments and feedback. During safety audit, healthiness of all Personal Protective Equipments (PPEs) shall be checked individually by safety officer of contractor and issue a certificate of its healthiness or rejection of faulty PPEs and contractor has to ensure that all faulty PPEs and all faulty lifting tools and tackles should be destroyed in the presence of POSOCO construction staff. Contractor has to ensure that each gang be safety audited at least once in two months. During safety audit by the contractor, Safety officer's

feedback from POSOCO concerned shall be taken and recorded. The Employer's site officials shall also conduct safety audit at their own from time to time when construction activities are under progress. Apart from above, the Employer may also conduct surveillance safety audits. The Employer may take action against the person / persons as deemed fit under various statutory acts/provisions under the Contract for any violation of safety norms / safety standards.

21. THAT the Contractor shall develop and display Safety Posters of construction activity at site and also at camp where workers are generally residing.
22. THAT the Contractor shall ensure to provide potable and safe drinking water for workers at site / at camp.
23. THAT the Contractor shall do health check up of all workers from competent agencies and reports will be submitted to Engineer In-Charge within fifteen (15) days of health check up of workers as per statutory requirement.
24. THAT the Contractor shall submit information alongwith documentary evidences in regard to compliance to various statutory requirements as applicable which are enclosed at **Annexure - 10A (SP)**.

The Contractor shall also submit details of Insurance Policies taken by the Contractor for insurance coverage against accident for all employees are enclosed at **Annexure - 10B (SP)**.

25. THAT a check-list in respect of aforesaid enclosures alongwith the Contractor's remarks, wherever required, is attached as **Annexure - Check List** herewith.

THE CONTRACTOR shall incorporate modifications/changes in this 'Safety Plan' necessitated on the basis of review/comments of the Engineer In-Charge/Project Manager within fourteen (14) days of receipt of review/comments and on final approval of the Engineer In-Charge/Project Manager of this 'Safety Plan', the Contractor shall execute the works under the Contract as per approved 'Safety Plan'. Further, the Contractor has also noted that the first progressive payment towards Services Contract shall be made on submission of 'Safety Plan' alongwith all requisite documents and approval of the same by the Engineer In-Charge/Project Manager.

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.

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) |

Note:

All the annexure referred to in this "Safety Plan" are required to be enclosed by the contractor as per the attached " Check List "

- Safety Plan is 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 such contract documents etc., (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 this Safety Plan.
- For all safety monitoring/ documentation, Engineer In-charge / Regional In-charge of safety at RHQ will be the nodal Officers for communication.

CHECK LIST FOR SAFETY PLAN

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
1.	<p>Annexure - 1A (SP)</p> <p>Safe work procedure for each activity i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. to be executed at site.</p>	Yes/No	
2.	<p>Annexure - 1B (SP)</p> <p>Manpower deployment plan, activity wise foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc.</p>	Yes/No	
3.	<p>Annexure - 2 (SP)</p> <p>List of Lifting Machines i.e. Crane, Hoist, Triffor, Chain Pulley Blocks etc. and Lifting Tools and Tackles i.e. D shackle, Pulleys, come along clamps, wire rope slings etc. and all types of ropes i.e. Wire ropes, Poly propylene Rope etc. used for lifting purposes along with test certificates.</p>	Yes/No	
4.	<p>Annexure - 3 (SP)</p> <p>List of Personal Protective Equipment (PPE), activity wise including the following along with test certificate of each as applicable:</p> <ol style="list-style-type: none"> 1. Industrial Safety Helmet to all workmen at site. (EN 397 / IS 2925) with chin strap and back stay arrangement. 2. Safety shoes without steel toe to all ground level workers and canvas shoes for workers working on tower. 3. Rubber Gum Boot to workers working in rainy season / concreting job. 4. Twin lanyard Full Body Safety harness 	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	<p>with shock absorber and leg strap arrangement for all workers working at height for more than three meters. Safety Harness should be with attachments of light weight such as of aluminium alloy etc. and having a feature of automatic locking arrangement of snap hook and comply with EN 361 / IS 3521 standards.</p> <p>5. Mobile fall arrestors for safety of workers during their ascending / descending from tower / on tower. EN 353 -2 (Guided type fall arresters on a flexible anchorage line.)</p> <p>6. Retractable type fall arrestor (EN360: 2002) for ascending / descending on suspension insulator string etc.</p> <p>7. Providing of good quality cotton hand gloves / leather hand gloves for workers engaged in handling of tower parts or as per requirement at site.</p> <p>8. Electrical Resistance hand gloves to workers for handling electrical equipment / Electrical connections. IS : 4770</p> <p>9. Dust masks to workers handling cement as per requirement.</p> <p>10. Face shield for welder and Grinders. IS : 1179 / IS : 2553</p> <p>11. Other PPEs, if any, as per requirement etc.</p>		
5.	<p>Annexure - 4 (SP)</p> <p>List of Earthing Equipment / Earthing devices with Earthing lead conforming to IECs for earthing equipments are - (855, 1230, 1235 etc.) gang wise for stringing activity/as per requirement</p>	Yes/No	
6.	<p>Annexure - 5A (SP)</p> <p>List of Qualified Safety Officer(s) alongwith their contact details</p>	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
7.	<p>Annexure - 5B (SP)</p> <p>Details of Explosive Operator (if required), Safety officer / Safety supervisor for every erection / stringing gang, any other person nominated for safety, list of personnel trained in First Aid as well as brief information about safety set up by the Contractor alongwith copy of organisation of the Contractor in regard to safety</p>	Yes/No	
8.	<p>Annexure - 6 (SP)</p> <p>Copy of Safety Policy/ Safety Document of the Contractor's company</p>	Yes/No	
9.	<p>Annexure - 7 (SP)</p> <p>'Emergency Preparedness Plan' for different incidences i.e. Fall from height, Electrocution, Sun Stroke, Collapse of pit, Collapse of Tower, Snake bite, Fire in camp / Store, Flood, Storm, Earthquake, Militancy etc. while carrying out different activities under execution i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc.</p>	Yes/No	
10.	<p>Annexure - 8 (SP)</p> <p>Safety Audit Check Lists (Formats to be enclosed)</p>	Yes/No	
11.	<p>Annexure - 9 (SP)</p> <p>Copy of the module of Safety Training Programs on Safety, Health and Environment, safe execution of different activities of works for Contractor's own employees on regular basis and sub contractor employees.</p>	Yes/No	
12.	<p>Annexure - 10A (SP)</p>		

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	Information alongwith documentary evidences in regard to the Contractor's compliance to various statutory requirements including the following:		
(i)	Electricity Act 2003 _____ [Name of Documentary evidence in support of compliance]	Yes/No	
(ii)	Factories Act 1948 _____ [Name of Documentary evidence in support of compliance]	Yes/No	
(iii)	Building & other construction workers (Regulation of Employment and Conditions of Services Act and Central Act 1996) and Welfare Cess Act 1996 with Rules. _____ [Name of Documentary evidence in support of compliance]	Yes/No	
(iv)	Workmen Compensation Act 1923 and Rules. _____ [Name of Documentary evidence in support of compliance]	Yes/No	
(v)	Public Insurance Liabilities Act 1991 and Rules. _____ [Name of Documentary evidence in support of compliance]	Yes/No	
(vi)	Indian Explosive Act 1948 and Rules. _____ [Name of Documentary evidence in support of compliance]	Yes/No	
(vii)	Indian Petroleum Act 1934 and Rules.	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	<hr/> [Name of Documentary evidence in support of compliance]		
(viii)	License under the contract Labour (Regulation & Abolition) Act 1970 and Rules. <hr/> [Name of Documentary evidence in support of compliance]	Yes/No	
(ix)	Indian Electricity Rule 1956 and amendments if any, from time to time. <hr/> [Name of Documentary evidence in support of compliance]	Yes/No	
(x)	The Environment (Protection) Act 1986 and Rules. <hr/> [Name of Documentary evidence in support of compliance]	Yes/No	
(xi)	Child Labour (Prohibition & Regulation) Act 1986. <hr/> [Name of Documentary evidence in support of compliance]	Yes/No	
(xii)	National Building Code of India 2005 (NBC 2005). <hr/> [Name of Documentary evidence in support of compliance]	Yes/No	
(xiii)	Indian standards for construction of Low/ Medium/ High/ Extra High Voltage Transmission Line <hr/> [Name of Documentary evidence in support of	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	<i>compliance]</i>		
(iv)	Any other statutory requirement(s) <i>[please specify]</i> _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
13.	Annexure - 10B (SP) Details of Insurance Policies alongwith documentary evidences taken by the Contractor for the insurance coverage against accident for all employees as below:		
(i)	Under Workmen Compensation Act 1923 and Rules. _____ <i>[Name of Documentary evidence in support of insurance taken]</i>	Yes/No	
(ii)	Public Insurance Liabilities Act 1991 _____ <i>[Name of Documentary evidence in support of insurance taken]</i>	Yes/No	
(iii)	Any Other Insurance Policies _____ <i>[Name of Documentary evidence in support of insurance taken]</i>	Yes/No	

**19. FORM OF JOINT DEED OF UNDERTAKING BY THE COLLABORATOR/ASSOCIATE ALONGWITH THE BIDDER
(On Non-Judicial Stamp Paper of appropriate value)**

THIS DEED OF UNDERTAKING executed this _____ Day of Two thousand and _____ by _____ a Company incorporated under the laws of _____ and having its registered office at _____ (hereinafter called the "Collaborator"/ "Associate" which expression shall include its successors, executors and permitted assigns) and _____ a company incorporated under the laws of _____ having its registered office at _____ (hereinafter called the "Bidder/Contractor" which expression shall include its successors, executors and permitted assigns) in favour of Power Grid Corporation of India Ltd. , having its registered office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110016 (hereinafter called the "Employer" which expression shall include its successors, executors and permitted assigns)

WHEREEAS the "Employer" invited Bid as per its Specification No. _____ for the execution of _____.

AND WHEREAS Clause No. 1.1 (d), Annexure-A (BDS) of Section III, Vol. - I forming part of the Bid documents inter-alia stipulates that the Bidder alongwith its Collaborator / Associate must fulfill the Qualifying Requirement for the *_____ and be jointly and severally bound and responsible for the successful performance of the *_____ offered in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a "Contract."

AND WHEREAS the Bidder has submitted its Bids to the Employer vide proposal No. _____ dated _____ based on the collaboration of the Collaborator/Associate with the Bidder.

NOW THEREFORE THIS UNDERTAKING WITHNESSETH as under:

- 1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the "Contract") we, the Collaborator/Associate and the Bidder/Contractor do hereby declare that we shall be jointly and severally bound unto the Power System Operation Corporation Limited, (Employer) for the successful performance of the *_____ and shall be fully responsible for the design, manufacture, testing, supply on FOR destination delivery at site basis, supervision of unloading at site, storage, erection, testing & commissioning and successful performance of the *_____ in accordance with the Contract specifications till defect liability and maintenance period.
- 2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Collaborator /Associate in particular hereby agrees to depute their technical experts from time to time to the Bidder's/Contractor's works/Employer's Project site as mutually considered necessary by the Employer/Bidder/Contractor and the Collaborator/Associate to ensure proper design, manufacture, testing, supply on FOR destination

delivery at site basis, supervision of unloading at site, storage, erection, testing & commissioning and successful performance of the equipment in accordance with contract specifications and if necessary the Collaborator/ Associate shall advise the manufacturer / Contractor suitable modifications of designs and implement necessary corrective measures to discharge the obligations under the Contract during implementation and maintenance of the system.

- 3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Delhi shall have exclusive jurisdiction in all matters arising under the undertaking.
- 4.0 As a security, the Collaborator/Manufacturer/Associate shall apart from the Contractor's performance guarantee, furnish a Contract Performance Guarantee from its Bank in favour of the Employer in a form acceptable to Purchaser. The value of such guarantee shall be equivalent to ten percent (10%) of price of the SCADA/EMS System as identified in the Contract awarded by the Employer to the Bidder/Contractor and it shall be part of guarantee towards the faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract, namely until ninety (90) days beyond the defect liability period of * _____ under the Contract. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur.
- 5.0 We, the collaborator/the Bidder/Contractor/Associate agree that this undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this undertaking shall continue to be enforceable till the Employer discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Collaborator/ Associate and the Bidder/Contractor have through their Authorised Representative executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS

(For Collaborator/ Associate)

Signature

(Signature of the authorized representative)

Name

Office Address

Name

Common Seal of Company
.....

WITNESS

(For Bidder/Contractor)

Signature

Name (Signature of the authorized representative)

Office Address Name

Common Seal of Company

Note:

1. For the purpose of executing the Deed of Joint Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant(s).
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.
3. This Deed of Joint Undertaking duly certified by the Company Secretary shall be submitted alongwith the bid. Further, the Deed of Joint Undertaking attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that country shall be submitted by the bidder within ten (10) days from the date of intimation of post-bid discussion.
3. *Name of package is to be inserted.
4. The Bidder may be having ongoing collaboration agreement or had collaboration agreement in the past with the collaborator` / Associate.

20. FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (TO BE SUBMITTED BY COLLABORATOR/ASSOCIATE)

Bank Guarantee 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 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/Associate), having its Principal place of business at(Address of Collaborator/Associate) and Registered Office at(Registered address of Collaborator/Associate) (hereinafter referred to as the "Collaborator /Associate"), 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/ Associate having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to (10%) ten per cent of the cost of@..... to be supplied by the Manufacturer 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 issuing bank), a Bank (or Company) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to you up to i.e., ten percent (10%) of the cost of@..... to be

supplied by the Manufacturer under the Contract until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor/Collaborator 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 to dispute or question such demand.

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

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the 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 Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

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

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

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. @ Insert name of the Equipment viz., SCADA/EMS System.
4. # Applicable when the Contractor is not manufacturing the equipment himself.
5. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

Quote

“Notwithstanding anything contained herein:

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

Unquote

21. FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (TO BE SUBMITTED BY THE BIDDER FOR ANNUAL MAINTENANCE PART OF THE CONTRACT FOR 6 YEARS AFTER DEFECT LIABILITY PERIOD)

Bank Guarantee No.

Date.....

Contract No.....

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

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

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*)..... [*Applicable for Bank Guarantees issued by Contractor/Assignee 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*), having its Principal place of business at(*Address of Contractor*) and Registered Office at(*Registered address of Contractor*) ("the Contractor") and the Contract ("the Contract") signed on(*insert date of the Contract*)..... between You and M/s (*Name of Assignee*), having its Principal place of business at(*Address of Assignee*) and Registered Office at(*Registered address of Assignee*), the Assignee 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 Bank Guarantees to be issued by Contractor against those Contracts awarded to their Assignee*]

By this letter we, the undersigned,(*insert name & address of the issuing bank*), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(*insert address of registered office of the bank*)..... do hereby irrevocably guarantee payment to you up to i.e., ten percent (10%) of the total Price of 'AMC for Six (06) years after Defect Liability period' until ninety (90) days beyond completion of 'AMC for Six (06) years after Defect Liability period' i.e., upto and inclusive of (*dd/mm/yy*).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the 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 you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond completion of 'AMC for Six (06) years after 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 you shall equal the sums guaranteed hereunder, whichever is the earlier.

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

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

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel. _____ Mobile _____
 email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

"Notwithstanding anything contained herein:

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

Unquote