

# POWER TRANSMISSION CORPORATION OF UTTARAKHAND LTD.

(A Govt. of Uttarakhand Enterprise)

"Vidyut Bhawan" Near ISBT, Crossing, Saharanpur Road, Majra, Dehradun- 248002 Corporate ID U40101UR2004GOI028675 Tel. No. 0135-2646000

## E-TENDER CORRIGENDUM-5

E-tender Website: ([www.uktenders.gov.in](http://www.uktenders.gov.in))

E-tenders are invited as domestic competitive bidding from the experienced contractors/firms for "Construction of 400 KV GIS Switching Substation Pipalkoti" against Tender Specification no. PTCUL/E-Tender/C&P-II/SS-12/2023-24.

The Tender document can be seen & downloaded from the website [www.uktenders.gov.in](http://www.uktenders.gov.in) and Tender can be submitted on or before due date along with requisite cost of tender documents/tender fee (Non-refundable) shall have to be paid by crossed demand draft in favour of **MD, PTCUL, Payable at Dehradun. The Cash, cheque or postal orders shall not be accepted.**

Sl. No.	Detail of Work	Specification No.	Earnest Money (Rs.)	Cost of tender Document (Rs.)	Closing Date & time of submission of e-Tender bid	Date & time of opening of e-Tender Part-I (technical bid)
1	2	3	4	5	6	7
1.	"Construction of 400 KV GIS Switching Substation Pipalkoti"	PTCUL/E-Tender/C&P-II/SS-12/2023-24	Rs.1.56 Crore	Rs. 29,500.00 (Inclusive of 18% GST)	18.07.2024 up to 15:30 hrs.	19.07.2024 at 15:30 hrs.

### PART- A

- 1 The entire Works under the Contract shall have to be completed in all respects within **24 months** from the date of issue of letter of award.
- 2 The EMD can be submitted in the form of Bank Demand Draft/BG/FDR/CDR in favour of MD, PTCUL payable at Dehradun from any Scheduled Bank /nationalized Bank.
- 3 The prospective bidders are advised to obtain their user ID, Password, Company ID from website [www.uktenders.gov.in](http://www.uktenders.gov.in) for registration on the e-tender website.
- 4 The bidder can freely view and download the e-tender document from the website [www.uktenders.gov.in](http://www.uktenders.gov.in) and submit the bid on or before the date as mentioned in column No. 6 of above table. The tender fee shall be as mentioned above in the shape of DEMAND DRAFT of any scheduled bank payable at Dehradun in favour of **"MD, PTCUL, Dehradun"** which must reach **Superintending Engineer (C&P-II), PTCUL, Vidyut Bhawan, Near ISBT crossing, Majra, Saharanpur Road, Dehradun** along with EMD and Schedule-C in separate envelope on or before the closing date & time of submission & opening of Part-I (technical bid). The scanned copy of tender FEE and EMD shall also be uploaded on e-tender website at the prescribed place.
- 5 The tender document can be seen/downloaded from e- tender website [www.uktenders.gov.in](http://www.uktenders.gov.in).  
**The bidder has to quote their prices in 'price bid format/BOQ in excel sheet' only as given on e-tender website. The price bid in PDF is strictly not to be submitted/uploaded.** The schedule P4 (Price Incidence of Deviation) is given in excel format. If applicable, the bidder shall fill the same and upload with the price bid in PDF format.

The 'PQR sheet' is given in excel format. The bidder has also fill the same and upload with Part-I in pdf format on e tender website.

All the tender documents will be carried out only through E-tendering mode and the bidder has to submit all his tender documents (Like PQR Sheet and Price Bid) in the e-tendering website [www.uktenders.gov.in](http://www.uktenders.gov.in) and in the mean time the bidders has to scan their Earnest Money Deposit (EMD), and all the pre-qualifying documents/Supporting Documents for uploading and also submit the hard copy of the same (**at least Two set duly stamped, signed & page numbered**) to the office within the last date and time of the submission of tender.

This office is not responsible if the tender fee, EMD and Schedule-C is delayed in transit or is not made available by the Postal Department / Courier at the address prescribed above.

- 6 The bidders shall scan EMD to be given as DD/FDR/CDR in favour of MD, Power Transmission Corporation of Uttarakhand Ltd., Dehradun on any Scheduled Bank in Dehradun or by Bank Guarantee from any Nationalized Bank in the format provided in the tender document. The scanned EMD as mentioned must be uploaded in **PDF** format in addition to sending the original as stated above.  
**It is mandatory for the bidders to submit the original tender fee in the form of DD (Non refundable), original hard copy of the EMD, schedule “C” and ‘Declaration’ regarding correctness of the documents (all should be in a single separate envelope) and the hard copy (at least two set) of all other pre-qualifying documents/Supporting Documents/certificates of tender document to SE (C&P-II) office on or before closing date & time of opening of technical bid.**
- 7 The Bidders who are not already registered with PTCUL shall take the printout of the Vendor Registration form which is given with the bidding documents and shall submit the same duly filled along **with Vendor Registration fee of Rs.10000/- (plus 18% GST) to be paid as DD in favor of MD, PTCUL, Dehradun.** The Vendor Registration form, along with supporting documents and vendor registration fee must reach at **Superintending Engineer (C&P-II), PTCUL, ‘Vidyut Bhawan’, Near ISBT crossing, Majra, Saharanpur road, Dehradun On or before the closing date of submission of the bid. If vendor registration fees & documents etc. are submitted with the bid documents than it should be sealed in a separate envelope.**
- 8 E-Tenders will be received and opened on the date as mentioned above or any extension thereof. In case the above date is holiday, the tenders will be received & opened on the next working day.
- 9 It is mandatory for the bidder to submit the hard copy of **Schedule-C** (Bid validity declaration) and **‘Declaration’** regarding correctness of the documents, in Rs.100 stamp duly notarized, as per the format given in the PQR excel sheet of the tender documents and also upload the copy of the same on e-tender website with the supporting document of your technical bid proposal.
- 10 As per guidelines/circular dated 31.08.2011 and dated 18.04.2010 by Directorate STQC, IT Department, New Delhi and CVC, Govt. of India, the use of **class-3 Digital Signature**, procured from any certifying authority, is made mandatory for the firms to login on the e-tender website [www.uktenders.gov.in](http://www.uktenders.gov.in). For any details regarding e-tendering contact no. +91-8899890000 or for technical queries 24X7 help desk no. 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787 or email at support-eproc@nic.in
- 11 The bidders are requested to read all the instructions/conditions of the bid documents & NIT carefully and submit their bid accordingly. Be ensured that all the required and supporting documents has to be uploaded on e-tender website.

## **PART B**

### **A. Qualifying Criteria**

#### **1.0 Technical Qualifying Requirement**

#### **QUALIFICATION OF THE BIDDER**

Qualification of bidder will be based on meeting the minimum pass/fail criteria specified below regarding the Bidder's technical experience and financial position as demonstrated by the Bidder's responses in the corresponding Bid Schedules. Technical experience and financial resources of any proposed subcontractor shall not be taken into account in determining the Bidder's compliance with the qualifying criteria.

The Employer may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) bidders work/manufacturing facilities visit; (iii) manufacturing capacity, details of works executed, works in hand, anticipated in future & the balance capacity available for present scope of works; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality systems in place; (vi) past experience and performance; (vii) customer feedback; (viii) banker's feedback etc.

#### **1.0 Technical Experience**

##### **Route-1:**

1.1 The Bidder must have designed, manufactured, type tested (as per IEC or equivalent standard), supplied and supervised erection & commissioning of at least two (2) nos. Gas Insulated Switchgear (GIS) circuit breaker bays @ of 345 kV or above voltage class in one (1) Substation or Switchyard during the last seven (7) years and these bays must be in Satisfactory operation # for at least two (2) years as on the originally scheduled date of bid opening

##### **Route-2:**

1.2 The Bidder, who has established manufacturing & testing facility in India for 345 kV or above voltage level GIS but not meeting the requirement stipulated in para 1.1 above, shall also be considered provided that-

- a) The Bidder must have manufactured, at least one (1) no. 345 kV or above voltage class GIS circuit breaker bays@ based on technological support of the collaborator(s), provided that the collaborator(s) meets the requirement stipulated in para 1.1 above. Further bidder must have either supplied or type tested above CB bay (as per IEC or equivalent standard) as on the originally scheduled date of bid opening mentioned above.
- b) Further, the bidder shall also submit the following along with the bid:
  - i. A legally enforceable undertaking (jointly with the Collaborator(s) to guarantee quality, timely supply, performance and warranty obligations as specified for the equipment(s).
  - ii. A confirmation letter from the Collaborator(s) stating that the Collaborator(s) shall furnish performance guarantee for an amount of 10% of the ex-works cost of such equipment(s). This performance guarantee shall be in addition to Contract Performance Guarantee to be submitted by the bidder.
  - iii. A valid collaboration agreement for technology transfer/ license to design, manufacture, test and supply 345 kV or above voltage level GIS equipment in India.

**Route-3:**

- 1.3 The Bidder, who has established manufacturing & testing facility in India for 345 kV or above voltage level GIS as Subsidiary/JVC/Group company by its parent/principal but not meeting the requirement stipulated in para 1.1 above, shall also be considered provided that-
- a) The Bidder must have manufactured, at least one (1) no. 345 kV or above voltage class GIS circuit breaker bays@ based on technological support of the parent/principal, provided that the parent/principal meets the requirement stipulated in para 1.1 above. Further bidder must have either supplied or type tested above CB bay (as per IEC or equivalent standard) as on the originally scheduled date of bid opening mentioned above.
  - b) Further, the bidder shall also submit the following along with the bid:
    - i. A legally enforceable undertaking (jointly with the parent/principal company) to guarantee quality, timely supply, performance and warranty obligations as specified for the equipment(s).
    - ii. A confirmation letter from the parent/principal company stating that the parent/principal company shall furnish performance guarantee for an amount of 10 % of the ex-works cost of such equipment(s). This performance guarantee shall be in addition to Contract Performance Guarantee to be submitted by the bidder.
    - iii. A valid collaboration agreement for technology transfer / license to design, manufacture, test and supply 400 kV or above voltage level GIS equipment in India

**Route-4:**

- 1.4 In case, the bidder is not a GIS manufacturer, he shall also be considered provided:
- v. The bidder must have erected and commissioned at least two (02) nos. GIS circuit breaker bays@ of 345 kV or above voltage class in one (01) GIS substation or switchyard during last seven (07) years and these bays must be in satisfactory operation# for at least two (02) years as on the originally scheduled date of bid opening mentioned above.
  - vi The GIS must be offered from Indian manufacturer, who meets the requirement mentioned at Route-1 or Route-2 or Route-3 above.
  - iii. A legally enforceable undertaking (jointly with the GIS Manufacturer) (as per enclosed format) of bidding document to guarantee quality, timely supply, performance and warranty obligations as specified for the equipment(s) is submitted along with the bid stating that GIS Manufacturer shall furnish performance guarantee for an amount of two (2) % of the total contract price. This performance guarantee shall be in addition to the Contract Performance security to be submitted by the Bidder.

Note :-

1. (#) Satisfactory operation means certificate issued by the Employer certifying the operation without any adverse remark.
2. (@)For the purpose of qualifying requirement, one no. of circuit breaker bay shall be considered as a bay used for controlling a line or a transformer or a reactor or a bus section or a bus coupler and comprising of at least one circuit breaker, one dis-connector and three nos. of single phase CTs / Bushing CTs.
3. In case bidder is a holding company, the technical experience referred to in Route-1, 2, 3 & 4 above as the case may be shall be of that holding company only (i.e. excluding its subsidiary/group companies). In case bidder is a subsidiary of a holding company, the technical experience referred to in Route-1, 2, 3 & 4 above as the case may be shall be of that subsidiary company only (i.e. excluding its holding company).
4. In case bidder is qualifying through Route-1, type test reports of Collaborator/ Parent Company/ Subsidiary Company/ Group Company shall also be acceptable, for which a confirmation shall be furnished along with the bid as per format attached in the bidding documents.

## 2.0 JOINT VENTURE BIDS:

### In case of bid submitted by Joint Venture,

- i. One of the partner(s) of JV must meet the Technical Experience criteria and the requirements stipulated under Route-1 or Route-2 or Route-3 as per para 1.0 above
- ii. The remaining partner(s) of JV must meet either the Technical Experience criteria and the requirement stipulated under Route-1 or Route-2 or Route-3 as per para-1 above

OR

must have erected, tested and commissioned at least two (2) nos. GIS/AIS Circuit Breaker equipped bays@ of 345 kV or above voltage level in one (1) substation or switchyard during the last seven (7) years in India and these bays@ must be in satisfactory operation# as on the originally scheduled date of bid opening mentioned above.

Note :-

(#) Satisfactory operation means certificate issued by the Employer certifying the operation without any adverse remark.

4. The bidder shall furnish documentary evidence in support of the qualifying requirement stipulated as above.

The conditions given as **Annexure-A** of this TQR regarding the provisions of Order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 regarding "Restriction under Rule 144(xi) of General Financial Rules" and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding "Exclusion from Restrictions under Rule 144(xi) of the General Financial Rules" issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively referred as "DoE Order"] shall be applicable on the bidders.

Relevant Formats pertaining to TQR are being enclosed as **Annexure-B**.

## 2.0 Financial Qualifying Requirement

1. **Minimum Average Annual Turnover:-** The minimum average annual turnover of the tenderer **for the best three years (36 months) out of the last five years** should not be less than **Rs. 98.01 Crores**.

2. **Access to Finances:-** The Bidder must demonstrate availability of access to finance for **Rs. 19.60 Crores** at the time of bidding through a certificate (as per Annexure-A) duly certified by a Chartered Accountants/ Auditor of the company which shall not be more than one month old as compared as compared to the date of submission of the bid.

For Financial Qualification Criteria, lead partner of JV Firms should meet minimum 50% of Financial Qualification Requirement (FQR) and collectively meet total Financial Qualification Requirement of the respective tender. All partners of JV Firms should have the experience for activities of Construction/Manufacturing of items or equipments/Supply of items or equipments or products, meant for transmission utilities only.

3. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

- (a) Three similar completed works costing not less than the amount equal to Rs **52.27crore**.

OR

- (b) Two similar completed works costing not less than the amount equal to Rs **64.34 crore**.

OR

- (c) One similar completed works costing not less than the amount equal to Rs. **104.55 crore**.

"Similar work" is defined as "designed, manufactured/ supplied, erected & commissioned of GIS and/or AIS substation of 345KV or above voltage class".

Note: The balance sheet and all other financial documents attested/certified by CAs to substantiate fulfillment of FQR should be with UDIN failing which the tender will be summarily rejected without any further reference.

- B.** E.P.F. Registration certificate is mandatory to be submitted with the technical bid (part-I).

The other details, terms & conditions are given in tender documents.

**Under signed reserves the right to reject the offer of one or all the tenderers without assigning the reason thereof.**

E-Tenders will be received and opened on the dates as mentioned above. In case the above date is holiday, the tenders will be received & opened on the next working day at same time. This office is not responsible if the tender documents are delayed in transit or are not made available by the Postal Department / Courier. The under signed reserve the right to reject any or all tenders without assigning any reason thereof and no claim on this account shall be acceptable. The tenders received after the date & time as mentioned above shall not be considered. All other details and terms & conditions are available in tender document.

**Superintending Engineer (C&P-II)**

Annexure-A

This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.

Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). Registration should be valid at the time of submission of bids and at the time of Noification of Award.

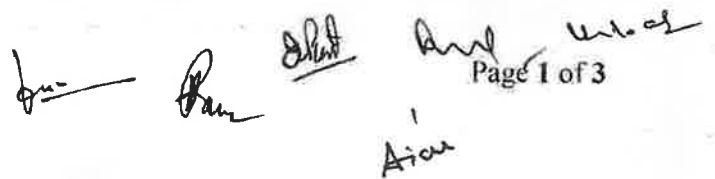
However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects.

For the aforesaid purpose,

- (i) "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical persons not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process
- (ii) "Bidder from a country which shares a land border with India" for this purpose means:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian ( or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- (iii) The beneficial owner for the purpose of (ii) (d) above will be under:
  - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together , or through one or more juridical person, has controlling ownership interests or who exercises control through other means

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management


  
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rights or shareholders agreement or voting rights;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Further, the successful Bidder shall not allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format (Annexure-A.1).

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Annexure-A.1

**Certification by the Bidder as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order)**

*(In case of a Joint Venture bid, the declaration/certification shall be given by all partners of the Joint Venture)*

Bidder's Name and Address:

To:

Name:.....

Power Transmission Corporation of

Address:.....

Uttarakhand Ltd.

.....

Vidyut Bhawan, Dehradun

Dear Sir,

We have read and understood the provisions of Order no. F.No.6/18/2019-PPD(Order Public Procurement no.1) dated 23/07/2020 regarding "Restriction under Rule 144(xi) of General Financial Rules" and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding "Exclusion from Restrictions under Rule 144(xi) of the General Financial Rules" issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively referred as "DoE Order"] and any subsequent modifications/Amendments, if any.

Particularly, we, the Bidder, have read the clause regarding restrictions on procurement from a 'Bidder of a country which shares a land border with India' and on sub-contracting to contractors from such countries.

certify that we, the bidder is/are not from such a country and will not subcontract any work to a subcontractor/sub vendor from such countries and is eligible to be considered.

Or

certify that we, the bidder and/or our subcontractor/sub vendor is/are from such a country which shares a land border with India, as brought out in the aforementioned orders.

Tick (✓) in the box (  ) as applicable

We further declare that any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of Bidding Documents and/or PTCUL's policy and procedures.

Date:

Name:

Place:

Designation:

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Page 3 of 3

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**FORM OF JOINT DEED OF UNDERTAKING BY THE COLLABORATOR/  
PARENT/ PRINCIPAL COMPANY OF SUBSIDIARY COMPANY/ JV  
COMPANY/ GROUP COMPANY ALONGWITH THE  
BIDDER/MANUFACTURER {applicable to Bidder Qualifying through Route-2 &  
Route-3 of the Qualification Requirement}**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

THIS DEED OF UNDERTAKING executed this ..... day of .....  
Two Thousand and ..... by M/s. ...., a Company incorporated  
under the laws of ..... and having its Registered Office at  
..... (hereinafter called the "Collaborator/ Parent/Principal  
Company" which expression shall include its successors, executors and permitted  
assigns), and M/s. ...., a Company incorporated under the laws of  
..... having its Registered Office at ..... (hereinafter called the  
"Bidder/Manufacturer" which expression shall include its successors, executors and  
permitted assigns ) and Ms/. ...., a Company incorporated under the laws  
of ..... having its Registered Office at ..... (hereinafter called  
the "Bidder" which expression shall include its successors, executors and permitted  
assigns) in favour 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" which expression shall include its successors, executors and permitted  
assigns)

WHEREAS the "Employer" invited Bid as per its Specification No. .... for  
the execution of .....(insert name of the package alongwith project  
name).....

AND WHEREAS Technical Qualification Requirement of the Bid Documents inter-alia  
stipulates that the Bidder / Manufacturer alongwith its Collaborator/ Parent/Principal  
Company must fulfill the Qualifying Requirements 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 Bid to the Employer vide Proposal No.  
..... dated ..... based on the collaboration/association of the  
Collaborator/ Parent/Principal Company with the Bidder/Manufacturer.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

*[Handwritten signatures]* Page 1 of 18

*[Handwritten signature]*

1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the "Contract") we, the Collaborator/ Parent/Principal Company and the Bidder/Contractor/manufacturer do hereby declare that we shall be jointly and severally bound unto the ..... (insert name of the 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 and supervision of unloading at site, storage, erection, testing & commissioning and successful performance of the \*..... in accordance with the Contract Specifications.

2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Collaborator/ Parent/Principal Company in particular hereby agrees to depute their technical experts from time to time to the Bidder's/ Contractor's/ Manufacturer's Works/ Employer's Project site as mutually considered necessary by the Employer, Bidder/ Contractor/ Manufacturer and the Collaborator/ Parent/Principal Company to ensure:

- (i) A valid technology transfer agreement, including license to manufacture and supply from India, between the Collaborator/ Parent/Principal Company (the technology provider) and the Bidder / Contractor covering the type, size and rating of the \*.....sets specified, valid minimum up to the end of the defect liability period of the contract. The technology transfer agreement necessarily covers transfer of technological know-how for \*..... in the form of complete transfer of design dossier, design software's, drawings and documentation, quality system manuals and imparting relevant training to the personnel of the Bidder / Contractor.
- (ii) Proper design, engineering, manufacture, testing, supply transportation and delivery at site and supervision of unloading at site, storage, erection, testing & commissioning and successful performance of the equipment in accordance with Contract Specifications and
- (iii) If necessary, the Collaborator/ Parent/Principal Company shall advise the Manufacturer/ Contractor suitable modifications of designs and implement necessary corrective measures to discharge the obligations under the contract.

3.0 We further confirm that

The Parent/ Principal Company shall have a minimum equity participation of 51% in the Indian Subsidiary Company for a lock-in period of seven (7) years from the date of incorporation of Indian Subsidiary Company or upto the end of defect liability period of the contract whichever is later.

(OR)



The Parent/ Principal Company and the Group Company shall have a common source of control, directly or indirectly, so as to exercise a minimum equity participation of 26% or appoint more than 50% of members of Board of Directors in the Group Company. The promoter of the Group Company shall maintain the minimum equity participation in the Group Company for a lock-in period of seven (7) years from the date of incorporation of Group Company or upto the end of defect liability period of the contract whichever is later.


(OR)

The Parent/ Principal Company shall have a minimum equity participation of 26% in the Joint Venture Company for a lock-in period of seven (7) years from the date of incorporation of Joint Venture Company or upto the end of Defect Liability Period of the contract, whichever is later.

The Indian GIS Manufacturer shall have a minimum equity participation of 51% in the Joint Venture Company for a lock-in period of seven (7) years from the date of incorporation of Joint Venture Company or upto the end of Defect Liability Period of the contract, whichever is later.

*(applicable in case bidder is a Subsidiary Company/ Group Company/ JV Company (JVC) who intends to meet the Financial Position requirement specified in the Qualification requirement based on its Parent/ Principal Company)*

- 4.0 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.
- 5.0 As a security, the Collaborator/ Parent/Principal Company 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 the Employer. The value of such guarantee shall be equivalent to 10% of the Ex-works cost of such equipment(s) manufactured in India 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 till the end of 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. This shall be in addition to the Contract Performance Guarantee furnished by the Contractor.


  
 [Signature] [Signature] [Signature] [Signature]

5.0 We, the Collaborator/ Parent/Principal Company and Bidder/ Contractor/ Manufacturer 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/ Parent/Principal Company, and the Bidder/Contractor/Manufacturer have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS

(For Collaborator/ Parent/Principal Company)

Signature .....

Name .....

Office Address .....

(Signature of the authorized representative)

Name .....

Common Seal of Company  
.....

WITNESS

(For Bidder)

Signature .....

Name .....

Office Address .....

(Signature of the authorized representative)

Name .....

Common Seal of Company  
.....

WITNESS

(For Manufacturer)

Signature .....

Name .....

Office Address .....

(Signature of the authorized representative)

Name .....

*[Handwritten signatures and initials]*  
Aia

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.
4. In the event the Bidder is a Manufacturer and the Collaboration is between Collaborator and the Bidder, then the Joint deed of undertaking shall be modified accordingly.
5. \*The name(s) of equipment for which Joint deed of undertaking is to be submitted is to be inserted viz.,220kV GIS etc.
6. The manufacturer may be having ongoing collaboration agreement or had collaboration agreement in the past with the collaborator.


  
 A collection of handwritten signatures and initials, including a signature that appears to be 'Ravi', another that looks like 'Santosh', and several other scribbles and initials.

**FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (TO BE SUBMITTED BY COLLABORATOR/ PARENT/ PRINCIPAL COMPANY)**

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

Bank Guarantee No. ....

Date.....

NOA/Contract No.....

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

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

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

(or)

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

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

Whereas, the Contractor has agreed to supply the .....@..... #[manufactured by M/s. .... (Name of Manufacturer) ....., having its Principal place of business at .....(Address of Manufacturer) ..... and Registered Office at .....(Registered address of Manufacturer) ..... (hereinafter referred to as the "Manufacturer") in collaboration with M/s. .... (Name of Collaborator/Parent/Principal Company) ....., having its Principal place of business at .....(Address of Collaborator/ Parent/Principal Company) ..... and Registered Office at .....(Registered address of Collaborator/ Parent/Principal Company) ..... (hereinafter referred to as the "Collaborator/ Parent/Principal

*[Handwritten signatures and initials]*

Company"), as a pre-requisite for qualification of the Bidder/Contractor and have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the successful performance of the said equipment in accordance with the Contract Specifications and that the Collaborator/ Parent/Principal Company having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to (10%) ten per cent of the Ex-works cost of .....@..... to be supplied by the Manufacturer/Contractor under the Contract, in addition to Contract Performance Guarantee equivalent to 10% (ten per cent) of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract.

By this letter we, the undersigned, .....(insert name & address of the 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 Ex-works cost of .....@..... to be supplied by the Manufacturer/Contractor under the Contract until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ..... (dd/mm/yy).

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

Our liability under this 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

*[Handwritten signatures]*

after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

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

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

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

Notwithstanding anything contained herein:

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

POA Number \_\_\_\_\_

Handwritten signatures and initials in black ink, including a signature that appears to be 'Ajay' and another that appears to be 'Ajay' with a checkmark.

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

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

email \_\_\_\_\_

Common Seal of the Bank \_\_\_\_\_

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

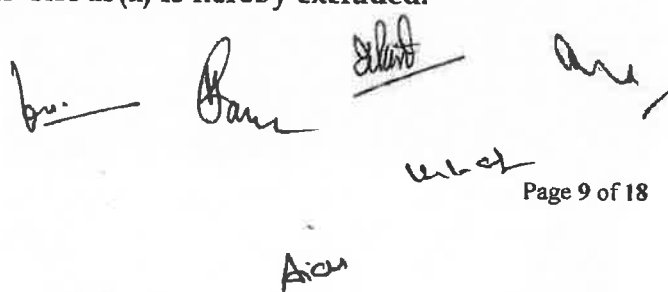
Address \_\_\_\_\_

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
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 regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:  
 "This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."


 Several handwritten signatures and initials are present at the bottom of the page. From left to right, there is a signature that appears to be 'B...', another signature 'B...', a signature 'Shit', and a signature 'me'. Below these, there are initials 'U. et' and 'A. et'.

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

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

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

*[Handwritten signatures and initials]*

FORM OF DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/CONTRACTOR ALONGWITH INDIAN GIS MANUFACTURER WHO HAS BEEN ASSOCIATED FOR SOURCING OF GIS EQUIPMENT [STIPULATED IN CLAUSE NO. 1.4(iii), ROUTE-4of TQR]

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

This DEED OF UNDERTAKING executed this ..... day of..... Two Thousand ..... by M/s....., a Company incorporated under ..... having its Registered Office at ..... hereinafter called the "Bidder/Contractor" which expression shall include its successors, administrators, executors and permitted assigns and M/s. ...., registered under the Indian Companies Act of 1956 or 2013, as the case may be, and having its Registered Office at ..... hereinafter called the "Associate" which expression shall include its successors, administrators, executors and permitted assigns, in favour of ..... (insert names of the Employer) ....., a Company incorporated under the Indian Companies Act of 1956 having its registered office at .....(insert registered address of the Employer)..... (hereinafter called the "Employer" which expression shall include its successors, executors and permitted assigns)

WHEREAS the "Employer" invited Bid as per its Specification No. .... for the execution of .... (insert name of the package alongwith project name) .....

AND WHEREAS Clause No. ...., Section ....., of ....., Vol.-... forming part of the Bidding Documents inter-alia stipulates that the Bidder/Contractor can also participate provided the Bidder meets the requirement and associates with a GIS manufacturer for sourcing of GIS equipment, who meets the stipulated requirement of QR and submits a Deed of Joint Undertaking jointly executed by the Bidder/Contractor and its Associate in which the Bidder and its Associate are jointly and severally bound and responsible for the successful performance of the GIS Portion of the Contract specified in the bidding documents 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 Bid to the Employer based on above stipulation and has agreed to furnish this Deed of Undertaking to be enforceable in the event of the award of the Contract by the Employer.

AND WHEREAS the Bidder and Associate are executing an irrevocable Deed of Joint Undertaking that they shall be held jointly and severally liable and bound unto the Employer for successful performance of the GIS portion of the Contract fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

- 1.0 In consideration of the award of Contract by the Employer to the Bidder / Contractor (hereinafter referred to as the "Contract") we, the Bidder/Contractor and the Associate do hereby agree and undertake that we shall be jointly and severally responsible to the

Handwritten signatures and initials, including 'AICM' and 'Page 11 of 18'.

37

Employer for design, erection, testing and commissioning of complete GIS portion of the Contract and perform all obligations including the technical guarantee for the complete package..

2.0 In case of any breach of the Contract committed by the Contractor, we, the Associate do hereby undertake, declare and confirm that we shall be fully responsible for design, manufacturing, erection, testing and commissioning of complete GIS switchyard under the Contract and undertake to carry out all obligation and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract with respect to GIS portion of the Contract. Further, if the Employer sustains any loss or damage on account of any breach with respect to GIS portion of the Contract, we, the Associate and the Contractor jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

3.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Bidder/Contractor hereby agrees to ensure the following:

(i) The Associate will be fully responsible for design, engineering, manufacture, erection, testing, commissioning and putting into satisfactory operation of complete GIS switchyard to the satisfaction of the Employer.

Further, the Associate shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer and agreed to by the Contractor/Associate to facilitate the successful performance of switchyard with respect to GIS portion as stipulated in the Contract.

Further, the Associate shall ensure proper design, engineering, manufacture, erection, testing, commissioning and successful performance of GIS switchyard covered under the said Contract in accordance with the stipulations of the Contract specifications and if necessary the Associate shall advise the Contractor suitably modifications of design and implement necessary corrective measure to discharge the obligations under the Contract.

(ii) In the event the Associate and the Contractor fail to demonstrate successful performance of switchyard, the Associate and the Contractor shall promptly carry out all the corrective measures at their own expenses and shall promptly provide corrected designs to the Employer.

(iii) The Contractor and Associate will be fully responsible for the quality of all equipment/main assemblies/components manufactured at their works or at their vendor's works or fabricated/constructed at site, and their repairs or replacement if necessary for incorporation on the switchyard with respect to GIS portion of the Contract and timely delivery thereof the meet the completion schedule under the Contract.

*[Handwritten signatures and initials]*

- (iv) In case of any issue related to failure and repair of GIS equipment, the Bidder / Contractor and the Associate shall ensure the following:
  - a. The Associate's Service Engineer(s) shall be deputed to concerned site within 24 Hours plus actual journey time to attend the problem after receiving the information of the same from Employer.
  - b. The Associate shall ensure readily availability in their Indian works at least one no. of each type of GIS Module used in the installation under the Contract.

4.0 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.

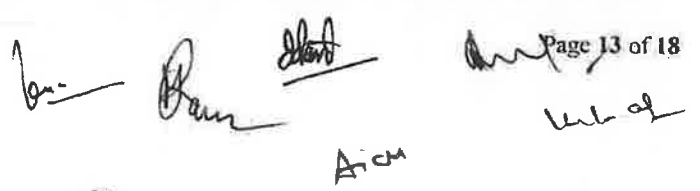
5.0 As a security, the Associate shall apart from the Contractor's performance guarantee, furnish a Contract Performance Guarantee from its Bank in favour of the Employer in a form acceptable to the Employer. The value of such guarantee shall be equivalent to 2% (two percent) of the Contract value awarded 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 till the end of the Defect Liability Period under the Contract. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur. This shall be in addition to the Contract Performance Guarantee to be furnished by the Contractor.

We further agree that this undertaking shall be without any prejudice to the various liabilities of the Bidder / Contractor, including the Contract Performance Security as well as other obligations of the Bidder / Contractor in terms of the Contract.

6.0 We, the Associate and Bidder/Contractor 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 Contractor and the Associate have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies on the day, month and year first above mentioned.

WITNESS	[For Bidder/Contractor]
Signature .....	(Signature of the authorized representative)
Name .....	Name .....
Office Address .....	Common Seal of Company


  
 Page 13 of 18

WITNESS

[For Associate]

Signature .....

(Signature of the authorized representative)

Name .....

Name .....

Office Address .....

Common Seal of Company

**Note:**

1. For the purpose of executing the Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant.
2. The Undertaking shall be signed on all the pages by the authorised representative(s) of the Bidder and the Associate and should invariably be witnessed.

*Handwritten signatures and initials:*  
 [Signature] [Signature] [Signature] [Signature]  
 [Initials]  
 [Signature]

**FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (TO BE SUBMITTED BY INDIAN GIS MANUFACTURER) (REQUIRED TO BE SUBMITTED IN LINE WITH ROUTE-4, OF TQR)**

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

Bank Guarantee No. .... Date.....

Contract No.....  
.....[Name of Contract].....

To: [Name and address of the Employer]

**(On behalf of THDC India Ltd)**

Dear Ladies and/or Gentlemen,

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

Whereas, the Contractor and M/s. .... (Name of GIS Manufacturer) ....., having its Principal place of business at .....(Address of GIS Manufacturer) ..... and Registered Office at .....(Registered address of GIS Manufacturer) ..... (hereinafter referred to as the "GIS Manufacturer"), as a pre-requisite for qualification of the Bidder/Contractor, have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the quality and timely supply of GIS and that the GIS Manufacturer having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to (2%) two per cent of the total contract price 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 (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., two percent (02%) of the total contract price

*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

*[Handwritten signature]*  
Page 15 of 18  
*[Handwritten signature]*

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/ GIS Manufacturer to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor/ GIS Manufacturer to dispute or question such demand.

Our liability under this 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/ GIS Manufacturer, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

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

*"Notwithstanding anything contained herein:*

*[Handwritten signatures and initials]*

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 <sup>only</sup> & only if we receive a written claim or demand on or before \_\_\_\_\_ (validity date) \_\_\_\_\_.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

POA Number \_\_\_\_\_

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

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

email \_\_\_\_\_

Common Seal of the Bank \_\_\_\_\_

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

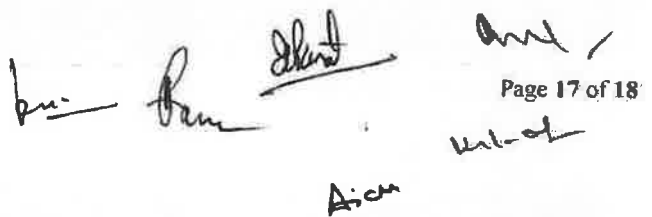
Address \_\_\_\_\_

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

email \_\_\_\_\_

Note:

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


  
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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]:
4. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

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

*[Handwritten signatures and initials]*  
Aor