



# ASSAM ELECTRICITY GRID CORPORATION LIMITED

Regd. Off.: BIJULEE BHAWAN (FIRST FLOOR) PALTANBAZAR; GUWAHATI - 781001  
CIN: U40101AS2003SGC007238 GSTIN: 18AAFCA4973J9Z3

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## Corrigendum-IV

### **BID IDENTIFICATION NO: AEGCL/MD/Tech-378/O&M(LAR)/Augmentation/HTLS /DLG-BAR/BID(R)**

With reference to the above bid document for the work namely "Reconductoring of 132kV Dhaligaon-Barnagar S/C Transmission Line with HTLS conductor and associated works" against Bid Identification No. mentioned above, the tender submission end date and techno-commercial bid opening date is amended as below:

Tender submission end date and time- 12:00 Hrs., 8<sup>th</sup> of July'2026  
Techno-commercial bid opening date and time- 14:00 Hrs., 9<sup>th</sup> of July'2026

**Also, the AEGCL clarification to the various queries received in the pre-bid meeting has been enclosed as Annexure-I. Further, amended eligibility clause has been enclosed (refer Annexure-II).**

All other terms and conditions of the bidding document remain same.

Chief General Manager (O&M), LAR  
Assam Electricity Grid Corporation Ltd  
Bijulee Bhawan, Paltanbazar, Guwahati - 01

Memo No. - AEGCL/MD/Tech-378/O&M(LAR)/Augmentation/HTLS/DLG-BAR/2026/3) Dtd: 22.06.2026  
Copy to:

1. The DGM-IT, O/o the MD, AEGCL, for publication of the corrigendum notice in AEGCL website.  
(Soft copy enclosed)
2. Ref. file.

Chief General Manager (O&M), LAR  
Assam Electricity Grid Corporation Ltd  
Bijulee Bhawan, Paltanbazar, Guwahati - 1

## REPLY TO QUERIES RECEIVED IN PRE-BID MEETING

SI No	Existing Bid Clause (A)	Change requested by Prospective bidders (B)	AEGCL Remarks (C)
1	<p><b>Technical Eligibility Criteria: (clause 2.4.2)</b></p> <p>The bidder (as contractor/ partner in a JV/ Subcontractor) must have successfully completed at least 01 no. of work which consists of supply and stringing of at least 10 Km length of HTLS conductors in 132 KV or above transmission line. The Bidder should furnish such work executed along with Recent Completion Certificate to substantiate the requirement of this clause. (Such work must be completed not older than five years as on the date of Technical Bid opening).</p>	<p>The bidder have requested for amendment in the eligibility clause to enable Participation through qualified Licensors agreement with indian Licensee. Also, the bidder have requested to allow global experience for Licensor to meet performance experience</p>	<p>The eligibility clause (2.4.1 and 2.4.2) is hereby amended. The Revised eligibility criteria (clause 2.4) has been enclosed as Annexure-II. The clause 2.5 shall be applicable to all other equipment except HTLS Conductor.</p>
2	<p><b>Eligibility of offered HTLS Conductor: (clause 2.5.1)</b></p> <p>The Bidder or if the Bidder is not a manufacturer of listed items his supplier must have designed, manufactured, type tested, supplied listed equipment, which are in successful operation for at least one (1) year. The bidder/manufacturer should list such works executed to substantiate the requirement of this Clause using Form EXP-2.</p>	<p>The Prospective bidder have requested for following modification in eligibility clause:            Manufacturer having at least one year of supply experience or six months of successful commissioning experience            Manufacturer having at least one year of supply experience or six months of successful commissioning experience            The Prospective bidder have requested for following modification in eligibility clause:            Manufacturer having at least one year of supply experience or six months of successful commissioning experience. If performance certificate of at least 1 year or 6 month is not available then additional PBG of 5% must be furnished by the bidder. The bidder must submit an undertaking for compliance of the same</p>	<p>The eligibility clause (2.4.1 and 2.4.2) is hereby amended. The Revised eligibility criteria (clause 2.4) has been enclosed as Annexure-II. The clause 2.5 shall be applicable to all other equipment except HTLS Conductor.</p>
3	<p><b>Technical Eligibility Criteria: (clause 2.4.2)</b></p> <p>The bidder (as contractor/ partner in a JV/ Subcontractor) must have successfully completed at least 01 no. of work which consists of supply and stringing of at least 10 Km length of HTLS conductors in 132 KV or above transmission line. The Bidder should furnish such work executed along with Recent Completion Certificate to substantiate the requirement of this clause. (Such work must be completed not older than five years as on the date of Technical Bid opening).</p>	<p>The Prospective bidder have requested to amend the tender conditions suitably so that capable indian manufacturer of HTLS conductor with indigenous composite carbon core are also provided a fair opportunity to participate with qualified EPC/JV Partner</p>	<p>The eligibility clause (2.4.1 and 2.4.2) is hereby amended. The Revised eligibility criteria (clause 2.4) has been enclosed as Annexure-II. The clause 2.5 shall be applicable to all other equipment except HTLS Conductor.</p>
4	<p><b>Technical Eligibility Criteria: (clause 2.4.2)</b></p> <p>The bidder (as contractor/ partner in a JV/ Subcontractor) must have successfully completed at least 01 no. of work which consists of supply and stringing of at least 10 Km length of HTLS conductors in 132 KV or above transmission line. The Bidder should furnish such work executed along with Recent Completion Certificate to substantiate the requirement of this clause. (Such work must be completed not older than five years as on the date of Technical Bid opening).</p>	<p>The Prospective bidder have requested for amendment in eligibility clause to Participate through qualified Licensors agreement with indian Licensee and time extension</p>	<p>The eligibility clause (2.4.1 and 2.4.2) is hereby amended. The Revised eligibility criteria (clause 2.4) has been enclosed as Annexure-II. The clause 2.5 shall be applicable to all other equipment except HTLS Conductor.</p>
5	<p><b>Eligibility of offered HTLS Conductor: (clause 2.5.1)</b></p> <p>The Bidder or if the Bidder is not a manufacturer of listed items his supplier must have designed, manufactured, type tested, supplied listed equipment, which are in successful operation for at least one (1) year. The bidder/manufacturer should list such works executed to substantiate the requirement of this Clause using Form EXP-2.</p>	<p>The Prospective bidder have requested for clarification regarding Technical Eligibility Criteria of the bidder and Eligibility of offered HTLS Conductor</p>	<p>The eligibility clause (2.4.1 and 2.4.2) is hereby amended. The Revised eligibility criteria (clause 2.4) has been enclosed as Annexure-II. The clause 2.5 shall be applicable to all other equipment except HTLS Conductor.</p>
6	<p><b>Eligibility of offered HTLS Conductor: (clause 2.5.1)</b></p> <p>The Bidder or if the Bidder is not a manufacturer of listed items his supplier must have designed, manufactured, type tested, supplied listed equipment, which are in successful operation for at least one (1) year. The bidder/manufacturer should list such works executed to substantiate the requirement of this Clause using Form EXP-2.</p>	<p>The Prospective bidder have requested for clarification regarding Technical Eligibility Criteria of the bidder and Eligibility of offered HTLS Conductor</p>	<p>The eligibility clause (2.4.1 and 2.4.2) is hereby amended. The Revised eligibility criteria (clause 2.4) has been enclosed as Annexure-II. The clause 2.5 shall be applicable to all other equipment except HTLS Conductor.</p>
7	<p><b>Eligibility of offered HTLS Conductor: (clause 2.5.1)</b></p> <p>The Bidder or if the Bidder is not a manufacturer of listed items his supplier must have designed, manufactured, type tested, supplied listed equipment, which are in successful operation for at least one (1) year. The bidder/manufacturer should list such works executed to substantiate the requirement of this Clause using Form EXP-2.</p>	<p>The Prospective bidder have requested for clarification regarding Technical Eligibility Criteria of the bidder and Eligibility of offered HTLS Conductor</p>	<p>The eligibility clause (2.4.1 and 2.4.2) is hereby amended. The Revised eligibility criteria (clause 2.4) has been enclosed as Annexure-II. The clause 2.5 shall be applicable to all other equipment except HTLS Conductor.</p>

SI No	Existing Bid Clause (A)	Change requested by Prospective bidders (B)	AEGCL Remarks (C)
8	<p><b>SCHEDULE -1</b>  <b>GUARANTEED TECHNICAL PARTICULARS OF ACCC HTLS CONDUCTOR WITH HYBRID CARBON AND GLASS FIBER COMPOSITE CORE</b></p> <p><b>Clause No. 7.13</b>  Steady state conductor temperature at conductor current of 875 A and under Ambient conditions detailed in Section-1</p> <p><b>Clause 7.14</b>  AC resistance at maximum continuous operating temperature corresponding to specified maximum operating current (875 A under ambient condition enclosed as per relevant clause under Section-1 )</p> <p><b>Clause 7.15</b>  AC resistance at continuous operating temperature corresponding to specified operating current of 437 A under ambient condition enclosed as per relevant clause under Section-1 )</p>	<p>The Prospective bidder have requested for changes in the following clause of Vol-II of the bid document</p> <p>Clause No. 7.13  Steady state conductor temperature at conductor current of 1049 A (instead of 875A) and under Ambient conditions detailed in Section-1</p> <p>Clause 7.14  AC resistance at maximum continuous operating temperature corresponding to specified maximum operating current (875 A under ambient condition enclosed as per relevant clause under Section-1 )</p> <p>Clause 7.15  AC resistance at continuous operating temperature corresponding to specified operating current of 437 A under ambient condition enclosed as per relevant clause under Section-1 )</p>	<p>The following clauses from Vol-II of the bid document is amended as below:</p> <p>Clause No. 7.13  Steady state conductor temperature at conductor current of <b>1049 A</b> and under Ambient conditions detailed in Section-1</p> <p>Clause 7.14  AC resistance at maximum continuous operating temperature corresponding to specified maximum operating current (<b>1049 A</b> under ambient condition enclosed as per relevant clause under Section-1 )</p> <p>Clause 7.15  AC resistance at continuous operating temperature corresponding to specified operating current of <b>550 A</b> under ambient condition enclosed as per relevant clause under Section-1 )</p>
9		<p>The Prospective bidder have requested for Time Extension</p>	<p>Time extension of 15 days given.</p>

## ANNEXURE-II

### QUALIFYING REQUIREMENTS FOR RECONDUCTORING OF 132KV DHALIGAON-BARNAGAR S/C TRANSMISSION LINE WITH HTLS CONDUCTOR AND ASSOCIATED WORKS

#### 2.4 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 sub-contractor shall not be taken into account in determining the bidder's compliance with the qualifying criteria, except for requirement stipulated herein below for Erection Experience at Clause 1.2.

The bid can be submitted by (i) A Manufacturer meeting the specified requirements given under para 1.1(a) or 1.1(b), 1.1d or 1.2 & 1.4 or (ii) An individual firm meeting the specified requirements given under para 1.3 & 1.4, or (iii) Licensee of a Manufacturer(Licensor), meeting the specified requirements given under para 1.1(c) & 1.4 or (iv) A Joint Venture of manufacturer & Erector (Requirements specific to Joint Ventures are given under Para 1.5 below)

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

#### 1.1 Technical Experience

1.1(a) The Bidder should have manufactured, tested and supplied **at least Fifty (50) km of High temperature low sag (HTLS) conductor of same technology as that of the conductor being offered in this package having minimum thirty three (33) number of strands or 150 sq. mm. aluminum cross section area in last Seven(7) years** as on the originally scheduled **last** date of bid **submission (soft copy)** and the same should have been in satisfactory operation<sup>\$</sup> for a period of at least one (1) year as on the originally scheduled **last** date of bid **submission (soft copy)** mentioned above.

\$ Satisfactory operation means Certificate issued by the Employer certifying the operation without any adverse remark.

OR

1.1(b) The Bidder should have manufactured, tested and supplied **at least Fifty (50) km of High temperature low sag (HTLS) conductor of same technology as that of the conductor being offered in this package having minimum thirty three (33) number of strands or 150 sq. mm. aluminum cross section area in last Seven(7) years** as on the originally scheduled **last** date of bid **submission (soft copy)** mentioned above and the same should have been in satisfactory operation<sup>\$</sup> as on the originally scheduled **last** date of bid **submission (soft copy)** mentioned above.

\$ Satisfactory operation means Certificate issued by the Employer certifying the operation without any adverse remark.

Note: In case of clause 1.1(b) above, the warranty obligations in terms of **10%** of the ex-work cost of the HTLS conductor for additional period of two (2) years over and above the warranty period as specified in the bidding documents shall be applicable.

OR

**ANNEXURE-II**

**QUALIFYING REQUIREMENTS FOR RECONDUCTORING OF 132KV DHALIGAON-BARNAGAR  
S/C TRANSMISSION LINE WITH HTLS CONDUCTOR AND ASSOCIATED WORKS**

1.1(c) The Bidder, not meeting the qualification requirements stipulated at para 1.1(a) or 1.1(b) above, can also submit bid as a Licensee of a Licensor meeting the requirement stipulated at para 1.1(a),

provided that: -

- i) The Bidder/Licensee has manufactured, tested and supplied at least cumulative one thousand (1000) km of ACSR/ AAAC/ ACAR/ AACSR/ AL59 conductor having at least same or more number of strands as that of the conductor being offered in the package during last seven (7) years as on the originally scheduled **last date of bid submission (soft copy)** mentioned above and
- ii) The Bidder/Licensee should have established manufacturing facility & developed High temperature low sag (HTLS) conductor of same technology as that of the conductor being offered in the package having minimum thirty-three (33) number of strands or 150 sq. mm aluminum cross section area and should have successfully carried out following tests as on the originally scheduled **last date of bid submission (soft copy)** mentioned above: -

**A) On complete Conductor**

- i) DC resistance test on stranded conductor
- ii) UTS test on stranded conductor at ambient & at designed elevated temperature (minimum 150 Deg C design temperature).

**B) On Conductor Strand/ core**

- i) Heat resistance test on Aluminium Alloy strands (not applicable for annealed aluminium)
- ii) Torsion and Elongation tests on core strands#/composite core#
- iii) Breaking load test on core strands#/ Composite core# and Aluminium#/ Aluminium Alloy# strands
- iv) Conductivity test on Aluminium#/ Aluminium Alloy# strands
- v) Glass transition temperature test (For composite core only)
- vi) Flexural Strength test (For composite core only)

# as the case may be

Note: The tests indicated at B) above should have been carried out by the Bidder/Licensee on their own or by their supplier of aluminium alloy strands, core/ core strands.

- iii) The Bidder/Licensee shall furnish a legally enforceable joint undertaking by the licensor along with the Licensee in its bid (Form enclosed Annexure of Volume-I of bidding documents) to guarantee following requirement: -
  - a) Any design undertaken by the Licensee shall be approved by the Licensor.
  - b) Manufacturing by the Licensee shall be done with the approval of the Licensor under a quality assurance programme approved and monitored by the Licensor.
  - c) In addition to the Contract Performance Security to be furnished by the Licensee, the Licensor shall furnish back up performance security in the form of bank guarantee for 5% of the Ex-works cost of the HTLS conductor as per format provided in the bid documents for successful performance of HTLS conductor to be manufactured and supplied by the Licensee under the contract.

ANNEXURE-II

QUALIFYING REQUIREMENTS FOR RECONDUCTORING OF 132KV DHALIGAON-BARNAGAR  
S/C TRANSMISSION LINE WITH HTLS CONDUCTOR AND ASSOCIATED WORKS

- d) The Licensor must guarantee sequential and timely supply of materials and submission of technical information and data as desired by the Employer so as to meet the overall construction schedule and
- e) The agreement between the Licensee and the Licensor (copy to be submitted along with the bid) shall be valid for a period of at least two (2) years after the guarantee period of equipment and materials under supply is over.
- iv) Bidders participating individually as the Licensee should meet the qualification requirement stipulated at para 1.1(d) or 1.2.

Note: In case of clause 1.1 (c) above, the Bidder participating as a Licensee shall provide warranty obligations in terms of 10% of the ex-work cost of the HTLS conductor for additional period of two (2) years over and above the warranty period as specified in the bidding documents.

**1.1 (d) Erection Experience**

- (i) The bidder should have Successfully completed# **stringing of not less than 40 km of cumulative route length of transmission lines of 132 kV or higher voltage class** as a prime contractor or as a partner in +Joint Venture within the last Seven (7) years as on the originally scheduled **last date of bid submission (soft copy)** mentioned above.

+Note: In case the bidder has executed the work under a contract that had been awarded on a Joint Venture wherein the bidder was one of the partners, the experience of the bidder shall be considered limited to the scope executed by the bidder as a partner under the said contract.

# *Successfully completed means issue of provisional or final taking over certificate (TOC) by the Employer to the contractor for the referred contract.*

- 1.2 In case, the Bidder, do not meet the Erection Experience criteria stipulated at para 1.1 (d) above on its own, the bidder should have in its bid, propose a Sub-Contractor meeting the above criteria.

- 1.3 (i) The bidder should have successfully completed# physical construction of transmission line project(s) involving stringing of not less than following cumulative route length of **132 kV or higher voltage class transmission line as a prime contractor or as a partner in a joint venture+ within the last seven (7) years** as on the originally scheduled **last date of bid submission (soft copy)** mentioned above.

**For 132KV Dhaligaon-Barnagar line: 40KM or above**

+Note: In case the bidder has executed the work under a contract that had been awarded on a Joint Venture wherein the bidder was one of the partners, the experience of the bidder shall be considered limited to the scope executed by the bidder as a partner under the said contract.

# *Successfully completed means issue of provisional or final taking over certificate (TOC) by the Employer to the contractor for the referred contract.*

**ANNEXURE-II**

**QUALIFYING REQUIREMENTS FOR RECONDUCTORING OF 132KV DHALIGAON-BARNAGAR S/C TRANSMISSION LINE WITH HTLS CONDUCTOR AND ASSOCIATED WORKS**

(iii) The bidder shall either meet requirements stipulated at 1.1 (a) or 1.1 (b) or 1.1 (c) on its own or they should have assured access from conductor manufacturer meeting the requirement at 1.1 (a) or 1.1 (b) or 1.1 (c). In such a case, the bidder shall furnish Joint Deed of Undertaking (Format Enclosed) along with the conductor manufacturer in the bid to guarantee quality & timely supply of conductor and confirming to furnish a performance guarantee of 2% of the Ex-works cost of such conductor from the conductor manufacturer. This will be in addition to contract performance guarantee to be submitted by the contractor (bidder) on award of contract.

Note: In case conductor is proposed from conductor manufacturer not meeting requirements specified at Clause 1.1(a) but meeting requirements specified at Clause 1.1 (b) or 1.1 (c), the bidder shall provide warranty obligations in terms of **10%** of the ex-work cost of the HTLS conductor for additional period of two (2) years over and above the warranty period as specified in the bidding documents.

In case bidder is a holding company, the technical experience referred to in clause 1.1, 1.2 & 1.3 above 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 clause 1.1, 1.2 & 1.3 above shall be of that subsidiary company only (i.e. excluding its holding companies).

**1.4 Financial Position**

For the purpose of the particular bid, bidders shall meet the following minimum criteria:

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture			
Requirement		All Partners Combined	Each partner	One partner	Submission Requirements

**1.4.1 Historical Financial Performance**

Submission of audited balance sheets or other financial statements acceptable to the Purchaser, for the last <b>3 (three) years upto FY 2024-25</b> to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, a Bidder's net worth should be positive	Must Meet Requirement	Not Applicable	Must Meet Requirement	Not Applicable	Form ' <b>FIN-1</b> ' With attachments
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**ANNEXURE-II**

**QUALIFYING REQUIREMENTS FOR RECONDUCTORING OF 132KV DHALIGAON-BARNAGAR S/C TRANSMISSION LINE WITH HTLS CONDUCTOR AND ASSOCIATED WORKS**

**1.4.2 Average Annual Turnover.**

Minimum average annual turnover of <b>Rs 12,00,00,000.00 (Rupees Twelve Crore)</b> calculated as total certified payments received for contracts in progress or completed, within the last 3 years (2022-23,2023-24 and 2024-25)	Must Meet Requirement	Must Meet Requirement	25% Minimum	Must meet 40% of the requirement (Lead partner)	Form 'FIN-2'
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**1.4.3 Financial Resources/Cash Flow**

Using Forms <b>FIN-3</b> and <b>FIN-4</b> , Section 4 (Bidding Forms), the bidder (Single Entity/JV) must demonstrate that the financial resources of bidder (Single Entity/JV), defined in FIN-3, less the bidder's (Single Entity/JV) financial obligations for its own current contract commitments defined in FIN-4, meet or exceed the total requirement of <b>₹4,72,00,000.00 (Rupees Four Crore Seventy-Two Lakh)</b>	Must Meet Requirement	Must Meet Requirement	25% Minimum	Must meet 40% of the requirement (Lead partner)	Form ' <b>FIN-3</b> ' & Form ' <b>FIN-4</b> '
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*The Bidder (Single Entity/JV) must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the cash-flow requirement, in the prescribed format of ICAI.*

**1.4.4 Performance in earlier contracts in AEGCL.**

The performance of the bidders/JV Partners in similar contracts executed earlier in AEGCL will be considered during Technical Evaluation Stage. The bidder may be disqualified if their performance is found to be unsatisfactory in previous works (i.e., within last 7 years) undertaken in AEGCL.

The following will be considered as unsatisfactory performance:

- 1) If the bidder/JV Partner has failed to complete a contract within scheduled completion time. However, this will not apply in case the bidder has been awarded time extension without any deduction of LD.
- 2) If there is any evidence of poor workmanship by the bidder/JV Partner during execution of the contract. Execution of contract not in compliance with the approved specifications/drawings will be considered as poor workmanship.

**The bidder shall submit documentary evidence in support of qualification requirement stipulated above.**

ANNEXURE

**1. FORM OF JOINT DEED OF UNDERTAKING BY THE CONDUCTOR MANUFACTURER ALONGWITH THE BIDDER/CONTRACTOR [if applicable as per Clause 1.3(iii) of the stipulated Qualification Requirements as per Clause-2.4 of Bid Vol-I].**

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 "Conductor Manufacturer" 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"/"Contractor" 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 along with project name*).....

AND WHEREAS Clause No. ...., Section ....., of ....., Vol.-... forming part of the Bid Documents inter-alia stipulates that the Bidder and/or Manufacturer must fulfill the Qualifying Requirements and be jointly and severally bound and responsible for the quality and timely supply of conductor 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 tie-up with the Conductor Manufacturer for supply of HTLS conductor.

NOW THEREFORE THIS UNDERTAKING WITNESSETH 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 Conductor Manufacturer and the Bidder/Contractor do hereby declare that we shall be jointly and severally bound unto the ..... (*insert name of the Employer*) ....., for the design, manufacture, testing, supply on FOR destination delivery at site basis, Installation and successful performance of the equipment 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 Conductor Manufacturer hereby agrees to depute their representatives from time to time to the Employer's Project site as mutually considered necessary by the Employer, Bidder/Contractor and the Conductor Manufacturer to ensure proper quality, manufacture, testing and supply on FOR destination delivery at site basis and successful performance of the material in accordance with Contract Specifications. Further, if the Employer suffers any loss or damage on account of non-performance of the material (HTLS Conductor) fully meeting the performance guaranteed as per Bid Specification in terms of the contract. We the Conductor Manufacturer and the Contractor jointly and severally

ANNEXURE

undertake to pay such loss or damages to the Employer on its demand without any demur.

- 3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Guwahati shall have exclusive jurisdiction in all matters arising under the Undertaking.
- 4.0 As a security, the Conductor Manufacturer 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 **02% (Two Percent)** of the cost of such conductor to be supplied by the Conductor Manufacturer 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/**Insurance Surety Bond** amount shall be payable to the Employer on demand without any reservation or demur.
- 5.0 We, the Conductor Manufacture/ 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 Conductor Manufacturer and/or the Bidder/Contractor have through their Authorized Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS

(For Conductor Manufacturer)

Signature .....

(Signature of the authorized representative)

Name .....

Office Address .....

Name .....

Common Seal of Company .....

WITNESS

(For Bidder)

Signature .....

(Signature of the authorized representative)

Name .....

Office Address .....

Name .....

Common Seal of Company .....

## ANNEXURE

**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 attested by Notary Public of the place(s) of the respective executant(s), shall be submitted alongwith the bid.
4. In case the bid is submitted by a Joint Venture (JV) of two or more firms as partners, then the Joint deed of undertaking shall be modified accordingly.

ANNEXURE

**1 (a). FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (TO BE SUBMITTED BY CONDUCTOR MANUFACTURER)**

*(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]

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 Conductor Manufacturer) ....., having its Principal place of business at .....(Address of Conductor Manufacturer) ..... and Registered Office at .....(Registered address of Conductor Manufacturer) ..... (hereinafter referred to as the "Conductor 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 HTLS Conductor and that the Conductor Manufacturer having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to **(02%) Two Percent** of the cost of HTLS Conductor to be supplied by the Conductor Manufacturer under the Contract, in addition to Contract Performance Guarantee equivalent to **Ten Percent (10%)** 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 cost of HTLS Conductor to be supplied by the Conductor 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/

ANNEXURE

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

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

Notwithstanding anything contained herein:

1. Our liability under this 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

ANNEXURE

[Signature of the authorised signatory(ies)]

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

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

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

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

email\_\_\_\_\_

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

Witness:

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

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

email\_\_\_\_\_

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:  
"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."
4. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned in the bid document 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."

ANNEXURE

**1 (b). FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (TO BE SUBMITTED BY CONDUCTOR MANUFACTURER)**

*(TO BE SUBMITTED BY THE CONDUCTOR MANUFACTURER OPTING FOR SUBMISSION OF PERFORMANCE SECURITY WITH INITIAL VALIDITY OF 5 YEARS IN ACCORDANCE WITH BID)*

*(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]

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 Conductor Manufacturer) ....., having its Principal place of business at .....(Address of Conductor Manufacturer) ..... and Registered Office at .....(Registered address of Conductor Manufacturer) ..... (hereinafter referred to as the "Conductor 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 HTLS Conductor and that the Conductor Manufacturer having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to **Two Percent (02%)** of the cost of HTLS Conductor to be supplied by the Conductor Manufacturer under the Contract, in addition to Contract Performance Guarantee equivalent to **Ten Percent (10%)** 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**

ANNEXURE

**Percent (02%)** of the cost of HTLS Conductor to be supplied by the Conductor Manufacturer under the Contract **until 60 months i.e., upto and inclusive of .....** (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor/ Conductor 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/ Conductor 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 60 months i.e. upto and inclusive of ..... (dd/mm/yy) and shall be extended from time to time for such period, as may be desired by M/s. .... on whose behalf this Letter of Guarantee has been given.**

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

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to 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/ Conductor Manufacturer, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

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

Notwithstanding anything contained herein:

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

ANNEXURE

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

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

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

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

email \_\_\_\_\_

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

Witness:

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

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

email \_\_\_\_\_

Note:

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

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

## ANNEXURE

4. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned in the bid document 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.”

ANNEXURE

**1 (c). FORM OF INSURANCE SURETY BOND FOR CONTRACT PERFORMANCE  
(TO BE SUBMITTED BY CONDUCTOR MANUFACTURER)**

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

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

**Date:** .....

Contract No.....

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

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

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

Whereas, the Contractor and M/s. .... (Name of Conductor Manufacturer) ....., having its Principal place of business at .....(Address of Conductor Manufacturer) ..... and Registered Office at .....(Registered address of Conductor Manufacturer) ..... (hereinafter referred to as the "Conductor 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 HTLS Conductor and that the Conductor Manufacturer having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to **(02%) Two Percent** of the cost of HTLS Conductor to be supplied by the Conductor Manufacturer under the Contract, in addition to Contract Performance Guarantee equivalent to **Ten Percent (10%)** 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 **Insurer**) ....., a **Insurer** (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at .....(insert address of registered office of the **Insurer**)..... do hereby irrevocably guarantee payment to you up to ..... i.e., **Two Percent (02%)** of the cost of HTLS Conductor to be supplied by the Conductor 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 **Insurance Surety Bond** upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor/ Conductor 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/ Conductor Manufacturer to dispute or question such demand.

ANNEXURE

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

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

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

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

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

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

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

**Notwithstanding anything contained herein:**

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

For and on behalf of the **Insurer**

[Signature of the authorised signatory(ies)]

Signature \_\_\_\_\_  
Name \_\_\_\_\_

ANNEXURE

Designation \_\_\_\_\_  
POA Number \_\_\_\_\_  
Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_  
Fax Number \_\_\_\_\_  
email \_\_\_\_\_  
Common Seal of the **Insurer** \_\_\_\_\_  
Witness:  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_  
email \_\_\_\_\_

Note:

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

ANNEXURE

**1 (d). FORM OF INSURANCE SURETY BOND FOR CONTRACT PERFORMANCE  
(TO BE SUBMITTED BY CONDUCTOR MANUFACTURER)**

*(TO BE SUBMITTED BY THE CONDUCTOR MANUFACTURER OPTING FOR  
SUBMISSION OF PERFORMANCE SECURITY WITH INITIAL VALIDITY OF 5 YEARS IN  
ACCORDANCE WITH BID DOCUMENT)*

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

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

**Date:** .....

Contract No.....

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

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

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

Whereas, the Contractor and M/s ..... (Name of Conductor Manufacturer) .....,  
having its Principal place of business at .....(Address of Conductor Manufacturer)  
..... and Registered Office at .....(Registered address of Conductor  
Manufacturer) ..... (hereinafter referred to as the "Conductor  
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 HTLS Conductor and that the  
Conductor Manufacturer having agreed to furnish a Contract Performance Guarantee for  
the faithful performance/compliance of the Deed of Undertaking equivalent to **Two  
Percent (02%)** of the cost of HTLS Conductor to be supplied by the Conductor  
Manufacturer under the Contract, in addition to Contract Performance Guarantee  
equivalent to **Ten Percent (10%)** 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 **Insurer**)  
....., a **Insurer** (which expression shall include its successors, administrators, executors  
and assigns) organized under the laws of ..... and having its  
Registered/Head Office at .....(insert address of registered office of the **Insurer**).....  
do hereby irrevocably guarantee payment to you up to ..... i.e., **Two  
Percent (02%)** of the cost of HTLS Conductor to be supplied by the Conductor  
Manufacturer under the Contract **until 60 months i.e., upto and inclusive of** .....  
(dd/mm/yy).

ANNEXURE

We undertake to make payment under this **Insurance Surety Bond** upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor/ Conductor 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/ Conductor Manufacturer to dispute or question such demand.

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

**This Insurance Surety Bond shall remain in full force and shall be valid from the date of issue until 60 months i.e. upto and inclusive of ..... (dd/mm/yy) and shall be extended from time to time for such period, as may be desired by M/s. .... on whose behalf this Letter of Guarantee has been given.**

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

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

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

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

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

Notwithstanding anything contained herein:

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

For and on behalf of the **Insurer**

ANNEXURE

[Signature of the authorised signatory(ies)]

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

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

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

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

email\_\_\_\_\_

Common Seal of the **Insurer** \_\_\_\_\_

Witness:

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

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

email\_\_\_\_\_

Note:

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

ANNEXURE

**2. FORM OF JOINT UNDERTAKING BY THE LICENSOR ALONGWITH THE LICENSEE {as stipulated in para 1.1 (c) of clause 2.4}**

**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 "Licensor" 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 "Conductor Manufacturer / Licensee / Supplier" 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 Clause No. ...., Section ....., of ....., Vol.-... forming part of the Bidding Documents inter-alia stipulates that the Licensee along with its Licensor must fulfill the Qualifying Requirements and be jointly and severally bound and responsible for the successful performance of the equipment 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 Licensee of the Licensor.

NOW THEREFORE THIS UNDERTAKING WITNESSETH 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 Licensor and the Bidder/Supplier do hereby declare that we shall be jointly and severally bound unto the .....(*name of the Employer*)....., for the successful performance of the Contract and shall be fully responsible for the design, manufacture, testing, supply on final destination delivery at site basis and successful performance of the equipment 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 Licensor in particular hereby agrees to depute their technical experts to the Supplier's Works/Employer's Project site as considered necessary by the Employer, Supplier and the Licensor to ensure proper design, manufacture, Quality Management, testing, supply on final destination delivery at site basis and successful performance of the goods in accordance with the Contract specifications and if necessary the Licensor shall

ANNEXURE

advise the Supplier suitable modifications of the designs and implement necessary corrective measures to discharge the obligations under the Contract.

- 3.0 This Deed of Undertaking shall be constructed and interpreted in accordance with the Laws of India and the courts in Guwahati shall have exclusive jurisdiction in all matters arising under the undertaking.
- 4.0 As a security, the Licensor shall apart from the Contract Performance Guarantee and Supplier'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 equal to 5% of the Ex-works cost of the **HTLS Conductor** proposed to be manufactured and supplied by the Supplier under the contract 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/**Insurance Surety Bond** amount shall be payable to the Employer on demand without any reservation or demur.
- 5.0 We, the Licensor undertakes to guarantee sequential and timely supply of equipments and materials and submission of technical information and data as desired by the Employer so as to meet the overall construction schedule.
- 6.0 We, the Licensor and the Bidder /Supplier confirm that the licensee agreement shall be valid for a period of at least two (2) years after the guarantee period of the goods to be supplied under the Contract is over.
- 7.0 We the Licensor and the Bidder /Supplier 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 discharge it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Licensor and the Bidder /Supplier have through their Authorized Representatives executed these presents and affixed Common Seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS	(FOR LICENSOR)
.....	.....
(Signatures)	(Signature of Authorized Representative)
.....	.....
(Name in Block Letter)	(Name)
.....	Designation .....
(Office Address)	Common Seal of Company

WITNESS	(FOR SUPPLIER)
Signature .....	(Signature of the authorized representative)

ANNEXURE

Name .....

Name .....

Office Address .....

Common Seal of Company .....

WITNESS

(FOR BIDDER)

.....

.....

(Signatures)

(Signature of Authorized Representative)

.....

.....

(Name in Block Letter)

(Name)

.....

Designation .....

(Office Address)

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 Authorized representatives of each of the partners and should invariably be witnessed.
3. This Deed of Joint Undertaking duly attested by Notary Public of the place(s) of the respective executant(s), shall be submitted along with the Bid.
4. In the event the Bidder is a Conductor Manufacturer, then the Joint deed of undertaking shall be modified accordingly.

ANNEXURE

**3 (a). FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (TO BE SUBMITTED BY LICENSOR) {as stipulated in para 1.1 (c) of clause 2.4}**

*(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]

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

Whereas, M/s. .... (Name of Supplier) ....., having its Principal place of business at .....(Address of Supplier) ..... and Registered Office at .....(Registered address of Supplier) ..... (hereinafter referred to as the "Supplier") has agreed to supply the .....@..... as a Licensee of M/s. .... (Name of Licensor) ....., having its Principal place of business at .....(Address of Licensor) ..... and Registered Office at .....(Registered address of Licensor) ..... (hereinafter referred to as the "Licensor"), as a pre-requisite for qualification of the Bidder/Supplier 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 goods in accordance with the Contract Specifications and that the Collaborator having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to **(05%) Five Percent** of the cost of .....@..... to be supplied by the Supplier under the Contract, in addition to Contract Performance Guarantee equivalent to 10% (ten Percent) of the value of the Contract to be provided by the Supplier 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., **Five Percent (05%)** of the cost of .....@..... to be supplied by the Supplier under the Contract until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ..... (dd/mm/yy).

ANNEXURE

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 Supplier /Licensor 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 Supplier/Licensor 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 Goods 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 Licensor, 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

ANNEXURE

[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 Goods
4. 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*]:

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

ANNEXURE

**3 (b). FORM OF INSURANCE SURETY BOND FOR CONTRACT PERFORMANCE  
(TO BE SUBMITTED BY LICENSOR) {as stipulated in para 1.1 (c) of clause 2.4}**

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

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

**Date:** .....

Contract No.....

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

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

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

Whereas, M/s. .... (Name of Supplier) ....., having its Principal place of business at .....(Address of Supplier) ..... and Registered Office at .....(Registered address of Supplier) ..... (hereinafter referred to as the "Supplier") has agreed to supply the .....@..... as a Licensee of M/s. .... (Name of Licensor) ....., having its Principal place of business at .....(Address of Licensor) ..... and Registered Office at .....(Registered address of Licensor) ..... (hereinafter referred to as the "Licensor"), as a pre-requisite for qualification of the Bidder/Supplier 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 goods in accordance with the Contract Specifications and that the Collaborator having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to **(05%) Five Percent** of the cost of .....@..... to be supplied by the Supplier under the Contract, in addition to Contract Performance Guarantee equivalent to 10% (ten Percent) of the value of the Contract to be provided by the Supplier for the faithful performance of the entire Contract.

By this letter we, the undersigned, .....(insert name & address of the issuing **Insurer**) ....., a **Insurer** (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at .....(insert address of registered office of the **Insurer**)..... do hereby irrevocably guarantee payment to you up to ..... i.e., **Five Percent (05%)** of the cost of .....@..... to be supplied by the Supplier under the Contract until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ..... (dd/mm/yy).

We undertake to make payment under this **Insurance Surety Bond** upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier /Licensor 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

ANNEXURE

reasons for your demand and without the right of the Supplier/Licensor to dispute or question such demand.

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

For and on behalf of the **Insurer**  
[Signature of the authorised signatory(ies)]

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_

ANNEXURE

POA Number \_\_\_\_\_  
Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_  
Fax Number \_\_\_\_\_  
email \_\_\_\_\_  
Common Seal of the **Insurer** \_\_\_\_\_  
Witness:  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_  
email \_\_\_\_\_

Note :

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