

**14. FORM OF BANK GUARANTEE/INSURANCE SURETY
BOND
BY ALL EXECUTANTS OF DEED OF JOINT
UNDERTAKING OTHER THEN CONTRACTOR**

**14.a PROFORMA FOR BANK GUARANTEE
TO BE FURNISHED BY THE EXECUTANT OF DEED OF
JOINT UNDERTAKING OTHER THAN CONTRACTOR**

(To be suitably incorporated by concerned package coordinator)

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

Bank Guarantee No.....

Date

To,

[Employer's Name & Address]

Dear Sir,

In consideration of*[Employer's Name]*..... (hereinafter referred to as the 'Employer', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to with its Registered Head Office at..... (herein-after referred to as.....or "Contractor") a Contract for Package for its (Name of Project) vide Contract No. dated and the same having been unequivocally accepted by the Contractor resulting in a "Contract", which award is on the strength of Deed of Joint Undertaking dated (hereinafter referred to as "Undertaking") given by M/s.....(Contractor) and by M/s..... (Associate / Collaborator)..... having its registered office at (hereinafter called Associate / Collaborator), and the Contractor having further executed with M/s..... (Associate / Collaborator) a Sub-Contract dated and the same having been unequivocally accepted by the Associate / Collaborator resulting in a Sub-Contract Agreement valued at for (hereinafter called "Sub-Contract Agreement") and Associate / Collaborator having agreed to provide a Bank Guarantee amounting to to the Employer on the terms and conditions specified in the "Undertaking".

We..... Bank, having its Head Office at..... (hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay to the Employer on demand any and all monies to the extent of(Specify currency and amount in words and figures) only as aforesaid at any time upto.....@.....without any demur, reservation, context, recourse or protest and/or without any references to Associate / Collaborator or "Contractor".

Any such demand made by the Employer on the Bank shall be conclusive and binding, notwithstanding any difference between the Employer and Contractor and/or between the Employer and Associate / Collaborator or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the Employer and further agrees that the Guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract or the Sub-Contract Agreement by the Associate / Collaborator.

The Employer shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Associate / Collaborator and to exercise the same at any time, in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract or Undertaking or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part

of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank from its obligations.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Contractor or Associate / Collaborator and notwithstanding any security or other guarantee that the Employer may have in relation to Contractor's or Associate / Collaborator liabilities.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to and, it shall remain in force upto and including @ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s (Associate / Collaborator) on whose behalf this guarantee has been given.

Date this..... day of..... 20.....at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Authorised Vide Power of
Attorney No.....

.....
(Official e-mail Id)

Date.....

Notes :

1. @ The date shall be as specified in the corresponding format for the Deed of Joint Undertaking enclosed in the Section 'Forms and Procedures'.
2. The Bank Guarantee shall be from a Bank as per provisions of Section-V (SCC) of the bidding documents.
3. The BG shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.
4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Form 15-Form of Bank Guarantee Verification Check List enclosed in Section-VII of bidding document. Further, Bidders are required to fill up this Form 15 and enclose the same with the Bank Guarantee.
5. The Bank Guarantee (BG) shall be accompanied with the BG forwarding letter in the format attached as (Form no. 23) in the bidding documents.
6. In case, Bank Guarantee is getting issued from State Bank of India, Contractor to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 (attached with Section-V of Bidding Documents).
7. BG against performance security will be mandatorily submitted in the form of e-BG, and no physical BG will be accepted.

**14.b PROFORMA FOR INSURANCE SURETY BOND
TO BE FURNISHED BY THE EXECUTANT OF DEED OF
JOINT UNDERTAKING OTHER THAN CONTRACTOR**

(To be suitably incorporated by concerned package coordinator)

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

Insurance Surety Bond No.
Date.....

To,

[Employer's Name & Address]

Dear Sirs,

In consideration of*[Employer's Name]*..... (hereinafter referred to as the 'Employer', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to with its Registered Head Office at..... (herein-after referred to as.....or "Contractor") a Contract for Package for its (Name of Project) vide Contract No. dated and the same having been unequivocally accepted by the Contractor resulting in a "Contract", which award is on the strength of Deed of Joint Undertaking dated (hereinafter referred to as "Undertaking") given by M/s.....(Contractor) and by M/s..... (Associate / Collaborator)..... having its registered office at (hereinafter called Associate / Collaborator), and the Contractor having further executed with M/s..... (Associate / Collaborator) a Sub-Contract dated and the same having been unequivocally accepted by the Associate / Collaborator resulting in a Sub-Contract Agreement valued at for (hereinafter called "Sub-Contract Agreement") and Associate / Collaborator having agreed to provide an Insurance Surety Bond amounting to to the Employer on the terms and conditions specified in the "Undertaking".

We*[Name & Address of the Insurer]*.....having its Head Office at(hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Contractor to the extent of(*)..... as aforesaid at any time upto(@)..... *[days/month/year]* without any condition, demur, reservation, contest, recourse or protest and/or without any references to Associate / Collaborator or "Contractor". Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the time for performance of the Contract or the Sub-Contract Agreement by the Associate / Collaborator for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same,

The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Associate / Collaborator and to exercise the same at any time, in any manner, and either

to enforce or to forbear to enforce any covenants, contained or implied, in the Contract or Undertaking or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurer from its obligations.

The Insurer also agrees that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as Surety, in the first instance without proceeding against Contractor or Associate / Collaborator and notwithstanding any security or other guarantee that the Employer may have in relation to Contractor's or Associate / Collaborator liabilities.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to and, it shall remain in force upto and including @ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s (Associate / Collaborator) on whose behalf this Insurance Surety Bond has been given.

Date this..... day of.....20.....at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

Authorised Vide Power of
Attorney No.....

.....
(Official e-mail Id)

Date.....

- Notes :**
1. (@)The date shall be as specified in the corresponding format for the Deed of Joint Undertaking enclosed in the Section 'Forms and Procedures'.
 2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
 3. The Employer shall be the Creditor, the Associate / Collaborator shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
 4. The Insurance Surety Bond shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
 5. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond.