Ref. No:{{ref\_no}}/**{{loapo}}- {{loa\_no}}** Date: **{{loa\_dt}}**

अनुबंध पुरस्कार पत्र / **LETTER OF AWARD**

**To,**

**M/s {{loavendor.name}}**

**{{loavendor.street1}}**

**{%p if loavendor.street2%}**

**{{loavendor.street2}}**

**{%p endif%}**

**{{loavendor.city}},{{loavendor.state}}-{{loavendor.pincode}}**

**{%p if loavendor.mobileno%}**

**Phone : {{loavendor.mobileno}}**

**{%p endif%}**

**{%p if loavendor.email%}**

**Email : {{loavendor.email}}**

**{%p endif%}**

**Sub: {{subject}}**

**Ref** :(1)Tender enquiry No. {{tender\_ref\_no}} Dated: {{tender\_ref\_no\_dt}}.

(2)Your tender documents ref. no. {{loavendor\_tender\_ref\_no}} dated

{{loavendor\_tender\_dt}}.

Dear Sir,

We are pleased to place LOA on your firm for **{{subject}}** at an amount of **Rs.{{loa\_amount}}/- (Rupees {{loa\_amount\_words}} only) {{gstIncl}}.**

The following details are enclosed herewith as Annexures: -

* Bill of Quantity in {{annexures.boq}}
* General terms & conditions in {{annexures.gcc}}

{%p if special\_conditions%}

* Special Conditions of Tender given in {{annexures.scc}}

{%p endif %}

{%p if ndaclause %}

* Non-Disclosure Agreement in {{annexures.nda}}

{%p endif%}

{%p if saclause%}

* Compliance to SA8000 Agreement in {{annexures.sa}}

{%p endif%}

{%p if cpg\_clause %}

* Contract Performance Guarantee Format in {{annexures.cpg}}

{%p endif %}

This letter of Award is being issued to you in duplicate. You are requested to return the duplicate copy signed, dated and stamped on each page as token of your acceptance within 7 days of issuance of LOA.

For POWER SYSTEM OPERATION CORPORATION LIMITED

|  |  |
| --- | --- |
| Accepted  (CONTRACTOR) | M. Nagendra Kumar  Deputy General Manager (C & M)  SRLDC,POSOCO |

**{{annexures.boq}}**

**BILL OF QUANTITIES**

**Rupees in words ({{loa\_amount\_words}} only)**

**{{annexures.gcc}}**

**General Terms & Conditions**

{% for cond in conditions %}

**{{loop.index0 + 1}} . {{cond.name}}** : {{cond.text}}

{% endfor %}

**{{annexures.scc}}**

**Special Terms and Conditions of Contract**

**{%if ndaclause%}**

**{{annexures.nda}}**

**NON-DISCLOSURE AGREEMENT**

Agreement made this on {{loa\_dt}} between **M/s {{loavendor.name}}** and SRLDC of POSOCO Ltd. (hereinafter referred to as SRLDC)

WHEREAS, SRLDC stores and maintains records and data of a highly sensitive and confidential nature, including records and data, the disclosure of which to unauthorized persons or entities is prohibited by law (the “Confidential Information”) and

WHEREAS, the **M/s {{loavendor.name}}** Will be executing vide ref no: {{ref\_no}}/**{{loapo}} – {{loa\_no}}** dated : {{loa\_dt}} in connection therewith Renewal of Trend Micro Anti-Virus Software License for SRLDC Office for a period of one year **M/s {{loavendor.name}}** could have the ability and opportunity to view and obtain access to Confidential Information.

NOW, THEREFORE, it is undertaken by **M/s {{loavendor.name}}** as follows:

1. The **M/s {{loavendor.name}}** Shall not directly or indirectly copy, reproduce, remove, alter, delete, modify, edit, transfer, transmit, divulge, or disclose Confidential Information in whole or in part.

2. The **M/s {{loavendor.name}}** shall treat all of the SRLDC’s records, data, and information, including but not limited to Confidential Information, which it has the opportunity to view or access, in a strictly confidential manner.

3. In case it is detected that **M/s {{loavendor.name}}** or its employees has been established that it had resorted to any unauthorized access to or disclosure of Confidential Information **M/s {{loavendor.name}}** will be liable to pay all damages, compensate financial losses and be subjected to all legal actions in the Court of Law.

4. The **M/s {{loavendor.name}}** Shall indemnify, defend, and hold the SRLDC harmless from and against any claim or action related to or arising out of any unauthorized access to or disclosure of Confidential Information by or on behalf of the **M/s {{loavendor.name}}**

IN WITNESS WHEREOF, **M/s {{loavendor.name}}** have executed this Undertaking as a sealed instrument the day and year first above written.

|  |  |
| --- | --- |
| For and on behalf of  **M/s {{loavendor.name}}**  **{{loavendor.street1}}**  **{%if loavendor.street2%}**  **{{loavendor.street2}}**  **{%endif%}**  **{{loavendor.city}},{{loavendor.state}}-{{loavendor.pincode}}**  **{%if loavendor.mobileno%}**  **Phone : {{loavendor.mobileno}}**  **{%endif%}**  **{%if loavendor.email%}**  **Email : {{loavendor.email}}**  **{%endif%}**  **{%endif%}** | For and on behalf of  **SRLDC, POSOCO**  **f of** |

**{%if saclause%}**

**{{annexures.sa}}**

**DECLARATION REGARDING SOCIAL ACCOUNTABILITY**

**From,**

M/s {{loavendor.name}}

{{loavendor.street1}}

{%if loavendor.street2%}

{{loavendor.street2}}

{%endif%}

{{loavendor.city}},{{loavendor.state}}-{{loavendor.pincode}}

{%if loavendor.mobileno%}

Phone : {{loavendor.mobileno}}

{%endif%}

{%if loavendor.email%}

Email : {{loavendor.email}}

{%endif%}

**To,**

POWER SYSTEM OPERATION CORPORATION LIMITED,

(A Government of India Enterprise),

Southern Regional Load Despatch Centre,

29, Race Course Cross Road,

Bangalore – 560009.

We confirm that we stand committed to all requirements of Social Accountability Standards

i.e. SA8000

(Latest Standard available at [www.sa-intl.org](http://www.sa-intl.org/) ) and maintain the necessary records.

Signature: -

Printed Name:-

Designation:-

Common Seal: -

Place:-

Date: -

{%endif%}

{%if cpgclause%}

**{{annexures.cpg}}**

# PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

The Non-Judicial stamp paper should be in the name of issuing bank

Ref: Bank Guarantee No:

Date:

To

Power System Operation Corporation Limited

SRLDC 29, Race Course Cross Road

Bangalore –560 009

Dear Sirs,

In consideration of the Power System Operation Corporation Limited (hereinafter referred to as the Owner, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s------------------------------------------------------------- with its registered/Head Office at----------------------------------------------------------------------------------- ( hereinafter referred to as the “Contractor” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Owner’s Letter of Award No…….…dt…………… and the same having been acknowledged by the contractor resulting in a Contract, bearing No. …………………….. Dated…………….valued at …………………….. for……………………………………..…………………………. (Scope of contract) and the Contractor having agreed to provide a Contract performance Guarantee for the faithful performance of the entire Contract equivalent to \*…………. % (……………. Percent) of the said value of the contract to the owner.

We, …………………………………………………………..( Name and Address) having Head Office at ………………………………….. ( thereafter referred to as the ‘ Bank’ which expression shall, unless repugnant to the context or meaning thereof, include it successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the owner, on demand any and all money payable by the Contractor to the extent of…………………………………as aforesaid at any time up to \*\*…………………( day/month/year) without any demur, reservation, context, recourse or protest and / or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The owner 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 by the contractor. The owner 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 contractor, and to exercise of any powers vested in them or of any right which they might have against the contractor, 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 between the owner and the contractor or any other course of or remedy or security available to the

**Cont’d…2**

**-2-**

Owner. The bank shall not be released of its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the owner or any other indulgences shown by the Owner or any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

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

WITNESS:

Dated this ……….. Day of..………. 2020 at………………

WITNESS:

……………………… ……………………………

(Signature) (Signature)

(Name) (Name)

(Official Address) Designation with Bank Stamp

Attorney as per power

of Attorney No…………

Date:

NAME: \* This sum shall be ten percent (10%) of the Contract price.

\*\* The date will be ninety (90) days after the end of the Warranty period as specified in the Contract.

The stamp papers of appropriate value shall be purchased in the name of issuing Bank

{%endif%}