

SECTION – VI - ANNEX
(VOLUME-I)
ANNEXURES

ANNEXURES

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IMPORTANT: TO BE SUBMITTED IN SEPARATE SEALED COVER

Bidder’s Name & Address: TO
Chief Executive Officer, KSPDCL

NO DEVIATION CERTIFICATE

With reference to our Bid Proposal No..... dated forcombined package of Sub-Station and Transmission Line, we hereby confirm that we have read the provisions of the Contract, the stipulation of these Clause are acceptable to us, and we have not taken any deviation whatsoever to these Clauses:

- a) **Terms of Payment:**
Clause 34.0 of Section–III, General Conditions of Contract-GCC, Volume-I and Clause 8.0 of Section –V, Special Conditions of Contract-SCC, Volume-I.
- b) **Bid Security /EMD:**
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- f) **Guarantee.**
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- g) **Work Schedule.**
Clause 10.0 Section –V, Special Conditions of Contract-SCC, Volume-I.
- h) **Taxes and Duties:**
Clause 14.0 Section –II, Instruction to Bidder-ITB, Volume-I

We further confirm that any deviation to the above Clauses at SL. No. (a) to (h) found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any Cost implication whatsoever to KSPDCL.

Date	Signature
Place	Printed Name
	Designation
	Common Seal

**PROFORMA OF BANK GUARANTEE
FOR BID SECURITY**

(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

Dear Sirs,

In accordance with Invitation to Bid under your Specification No.....M/s..... having its Registered/ Head Office at(hereinafter called the Bidder) wish to participate in the said Bid or.....and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of Rs.....Valid up toon behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a Condition precedent for participation in the said Bid.

We, the.....Bank at having our Head Office at(local address) Guarantee and undertake to pay immediately on demand by Karnataka Solar Power Development Corporation Limited the amount of (in words & figures) merely on demand and **without any reservation, protest, demur and recourse. Any such demand made by said `Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.**

This Guarantee shall be irrevocable and shall remain valid up to and including ***** If any further extension of this Guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s.....on whose behalf this Guarantee is issued.

In witness whereof the Bank, through its authorised Officer, has set its hand and stamp on thisday of.....20at.....

WITNESS:

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

Attorney as per
Power of Attorney No
Date

(*****) This date shall be thirty (30) days after the last date for which the Bid is valid.

**PROFORMA OF BANK GUARANTEE FOR
CONTRACT PERFORMANCE**

(To be stamped in accordance with stamp Act)

Ref..... Bank Guarantee No
Date

TO

Dear Sirs,

In consideration of the Karnataka Solar Power Development 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.....dated..... and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No..... datedvalued 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 & Address) 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, the Owner, merely on demand any and all monies payable by the Contractor to the extent ofas aforesaid at any time up to** (days/Month/year) without any demur, reservation, contest, 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, Arbitrator 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 the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released to 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 by any other matter 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 the Owner may have in relation to the Contractor's liabilities.

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

Dated thisday of20.....at

WITNESS:

.....
(Signature)	(Signature)
.....
(Name)	(Name)
.....
(Official Address)	(Designation with Bank Stamp)

Attorney as per Power of
 Attorney No
 Date

NOTE:

- * This Sum shall be ten percent (10%) of the Contract Price.
- ** The date will be ninety (90) days after the end of Warranty Period as specified in the Contract.

1. The stamp papers of appropriate values shall be purchased in the name of issuing Bank.

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref Date

TO

Dear Sirs,

Sub: Extension of Bank Guarantee Nofor
Rs.....favouring yourselves, expiring on on account
of M/s.....in respect of Contract No
.....dated.....(hereinafter called original Bank Guarantee).

At the request of M/ s,We.....Bank, Branch Office at
.....and having its Head Office atdo hereby extend our liability under
the above mentioned Guarantee No Dated for a further period of
.....Years/Months fromto expire onExcept as provided
above, all other Terms and Conditions of the original Bank Guarantee No
.....datedshall remain unaltered and binding.

Please treat this as an integral part of the Original Bank Guarantee to which it
would be attached. I

Yours faithfully,

For
Manager/Agent/Accountant
Power of Attorney No
Dated

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate values shall be purchased in the
name of the bank who has issued the Bank Guarantee.

ANNEXURE-V

PROFORMA OF LETTER OF UNDERTAKING

(To be submitted by the Bidder along with his Bid)

(To be executed on Non-Judicial paper of requisite value)

Ref

Date

TO

Dear Sirs,

1. I*/We* have read and examined the following Bid Documents relating to the.....(full scope of Work).

- a) Notice Inviting Tender.
- b) Conditions of Contract containing Sections: 'Invitation to Bid, 'Instructions to Bidder', "General Terms & Conditions of Contract (GCC) and Erection Conditions of Contract (ECC)
- c) Special Conditions of Contract (SCC) along with Annexure to
- d) Drawings No
- e) Technical Specifications.

2. I*/We* hereby submit our Bid and undertake to keep our Bid Valid for a period of six (6) Months from the date of opening of Bid i.e. upto.....

I*/We* hereby further undertake that during said period I/We shall not vary/alter or revoke my/our Bid.

This undertaking is in consideration of KSPDCL agreeing to open my/our Bid and consider and evaluate the same for the purpose of Award of Work in terms of provisions of Clause entitled "Award of Contract" Section ITB, Conditions of Contract in the Bid Documents.

Should this Bid be accepted, I*/We* also agree to abide by and fulfil all the terms, conditions of provision of the above mentioned Bid Documents.

Witness:

Signature along with Seal of Co.

Signature

.....
(Duly authorised to sign the

Date:

Tender On behalf of the

Name & Address

Contractor)

Name

Designation

Name of Co (in Block Letters)

*Strike out whichever is not applicable.

PROFORMA OF APPLICATION FOR PAYMENT

Project	:		
Equipment Package	:	Date	:
Name of Contractor	:	Contract No.	:
Contract Value	:	Contract Name	:
Unit Reference	:	Application Serial Number	:

TO

.....

Karnataka Solar Power Development Corporation Limited

Dear Sir,

APPLICATION FOR PAYMENT

1. Pursuant to the above referred Contract Dated, the undersigned hereby applies for Payment of the Sum of(Specify amount and currency in which Claim is made).
2. The above amount is on account of. (Tick whichever applicable)
 - Initial Advance (Schedule**)
 - Interim Payment as Advance (Schedule**)
 - Progressive Payment against despatch of Equipment (Schedule**)
 - Progressive Payment against receipt of Equipment at Site (Schedule**)
 - Progressive Payment against Erection (Schedule**)
 - Ocean freight & marine Insurance (Schedule**)
 - Inland transportation (Schedule**)
 - Inland Insurance
 - Price Adjustment
 - Extra Work not specified in Contract
(Ref. Contract Change Order No.... ..)
 - Other (specify)
 - Final Payment (Schedule**)

As detailed in the attached Schedule(s) which form an integral part of this application.
3. The Payment Claimed is as per item(s) No.(s)of the Payment Schedule annexed to the above mentioned Contract.
4. The application consists of this page, a Summary of Claim Statement(Schedule**),and the following signed Schedule.
 1.

- 2.....
- 3.....

The following Documents are also enclosed

1.
- 2.....
- 3.....

Signature of Contractor/
Authorised Signatory

* Application for Payment will be made to 'Engineer' as to be designated for this purpose at the time of Award of the Contract.

Prepare separate application for Claims in different currencies.

** Proforma for the Schedules will be mutually discussed and agreed to during the finalisation of the Contract Agreement

ANNEXURE-VII

PROFORMA OF LEGALLY ENFORCEABLE DEED OF UNDERTAKING TO BE FURNISHED BY BIDDER'S PRINCIPALS FOR SUPPLY OF EQUIPMENT(ON Rs. 200/- STAMP PAPER)

This deed of undertaking executed thisday of20.....by(Name of Bidders Principals) having its Registered Office at(hereinafter called the "Principals" which expression shall include its successors, administrators, executors and permitted assigns)and(Name of Bidder) having its Registered Office at(hereinafter called the "Bidder" which expression shall include its successors, administrators, executors and permitted assigns) in favour of Karnataka Solar Power Development Corporation Limited (hereinafter called the "Owner").

WHEREAS the Owner invited Bids as per its Bid Enquiry No.....for.....(Name of Package) and whereas the Bid Enquiry stipulates that "Bidders, who are Subsidiaries and have recently established production line in India for the Equipment for which Bids are invited, can also be considered as meeting with the criteria, provided the Parent Company (Principals) agrees to furnish, either jointly with the subsidiary (Bidder) or separately, a legally enforceable undertaking to Guarantee Quality, timely supply, Performance and Warranty obligations as stipulated in the Bid enquiry and also furnish Performance Guarantee or Security as stipulated in the Bid enquiry".

AND WHEREAS the Bidder has submitted its Office No. dated..... to the Owner based on the Association of the Principals & Subsidiary.

NOW THEREFORE THIS UNDERTAKING WITNESSETH AS UNDER:

1. In consideration of the Award of Contract by the Owner to the Bidder, we, the Principals, and the Bidder do hereby declare and undertake that we shall be jointly and severally responsible and bound unto the Owner for the successful Performance of the characteristics in terms of the Contract to the satisfaction of the Owner.

2. In case of any breach of the Contract committed either by us and/of the Bidder, we, the Principals, do hereby undertake, declare and confirm that we shall be fully responsible for successful Performance of the Contract and undertake to carry out all the obligations and responsibilities under the contract in Order to discharge the obligations stipulated in the Contract. We undertake to execute the Work in its entirety and hold responsibility even in respect of the Work entrusted by us to the Bidder. We hereby indemnify the Owner that we will compensate the Owner, if any loss occurred due to default in executing the Work either by us or by the Bidder.

3. Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Principals hereby agree to depute their Technical experts from time to time to the Bidder's Works/Owner's Project Site as mutually considered necessary by the Owner/ Bidder and the principals to ensure proper Design, Manufacture, Testing and successful Performance of the Equipment under the said Contract in accordance with the Contract and, if necessary, the Principals shall advise the Bidder Suitable measures to discharge the obligations under the Contract.

4. We, the Principals and the Bidder will be fully responsible for the Quality of all Equipment/Components Manufactured at the Bidder's Works or the Bidder's Sub-Vendor's Works and, if necessary, their repairs or replacement for successful Performance of the characteristics in terms of the Contract

5. We, the Principals and the Bidder, agree that this deed of 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 successful Completion of the Contract and the Owner discharges it. It shall become operative from the effective date of the Contract

6. A Performance Guarantee as stipulated in the Bid enquiry will be furnished and shall be Guaranteed towards the faithful Performance / compliance of this Deed of Undertaking in terms the Contract.

7. This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the courts in Bangalore, Karnataka State, shall have exclusive jurisdiction in all matters arising under this Deed of Undertaking.

IN WITNESS WHEREOF, the Principals and the Bidder through their authorised Representatives, have executed these present and affixed common seals of their respective Companies, on the Day, Month and year first mentioned above.

WITNESS	for NAME OF PRINCIPALS
.....
(Signature)	(Signature)
.....
(Name)	(Name)
.....
(Office Address)	(Office Address)
.....
(Company Seal)	(Company Seal)

2.	
WITNESS	for NAME OF BIDDER
.....
(Signature)	(Signature)
.....
(Name)	(Name)
.....

(Office Address)

.....
(Company Seal)

(Office Address)

.....
(Company Seal)

ANNEXURE-VIII

PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER BY OWNER "FOR PERFORMANCE OF THE CONTRACT"

(For Owner supplied Equipments / Materials)

(On Non-Judicial Stamp Paper of appropriate value)

INDEMNITY BOND

THIS INDEMNITY BOND is made this.....day of20.....bya Company registered under the Companies Act, 1956/Partnership Firm/Proprietary concern having its Registered Office at(hereinafter called as ‘Contractor’ or ‘Obligator’ which expression shall include its successors and permitted assigns) in favour of Karnataka Solar Power Development Corporation Limited,having its Project at(hereinafter called as “KSPDCL” which expression shall include its successors and assigns):

WHEREAS Owner has Awarded to the Contractor a Contract forvide his Letter of Award/Contract Nodatedand its Amendment No (applicable when Amendments have been issued) in terms of which, it is required to hand over various Equipments to the Contractor for execution of the Contract.

And Whereas by virtue of Clause Noof the said Contract, the Contractor is required to execute an Indemnity Bond in favour of KSPDCL for the Equipment handed over to it by KSPDCL for the purpose of Erection in due Performance of the Contract (hereinafter called the "Equipment").

NOW THEREFORE, this Indemnity Bond witnesseth as follows:

- 1 That in consideration of various Equipment as mentioned in the Contract, Valued at Rs(Rupees) to be handed over to the Contractor in installments from time to time for the purpose of Performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep KSPDCL indemnified, for the full value of the Equipment. The Contractor hereby acknowledges receipt of the initial installments of the Equipment as per details in the Schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the subsequent installments of Equipment as required by KSPDCL in the form of Schedules consecutively numbered, which shall be attached to this Indemnity Bond so as to form integral parts of this Bond. It is expressly understood by the Contractor that handing over the Equipments drawn from KSPDCL Stores by the Engineer or handing over the despatch Title Documents in respect of the said Equipments duly endorsed by KSPDCL in favour of the Contractor shall be construed as handing over the

Equipment purported to be covered by such title Documents and the Contractor shall hold such Equipments in trust as a trustee for and on behalf of KSPDCL.

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit / protection and custody of the Equipment at KSPDCL Project Site against all risks whatsoever till the Equipment are duly used / erected in accordance with the terms of the Contract and the Plant / Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by KSPDCL. The Contractor undertakes to keep KSPDCL harmless against any loss or Damage that may be caused to the Equipment
3. The Contractor undertakes that the Equipment shall be used exclusively for the Performance / execution of the Contract strictly in accordance with its Terms and Conditions and no parts of the Equipment shall be utilised for any other Work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall interalia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal / penal consequences.
4. That KSPDCL is and shall remain the exclusive Owner of the Equipment free from all encumbrances, charges or lien of any kind, whatsoever. The Equipment shall at all times be open to inspection and checking by Engineer-in-Charge- / Engineer or other Employees / Agents authorised by him in this regard. Further, KSPDCL shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the Equipment are likely to be endangered, mis-utilised or converted to uses other than those specified in the Contract, by any acts of omission or Commission on the part of the Contractor or any other Persons or on account of any mason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of KSPDCL to return the Equipment without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or Damage occurs to the Equipment or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge/ Engineer of KSPDCL as to assessment of loss or Damage to the Equipment shall be final and binding on the Contractor. The Contractor binds himself and undertakes to replace the lost / or Damaged Equipment at his own Cost and / or shall pay the amount of loss to KSPDCL without any demur, reservation or protest. This is without prejudice or any other right to remedy that may be available to KSPDCL against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the Terms and Conditions of this Bond to the satisfaction of KSPDCL, then the above bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set his hand through his authorised Representative under the common seal of the Company, the day, Month and year first above mentioned.

SCHEDULE NO. 1

Particulars of the Equipment Handed over	Quantity	Value of the Equipment	Signature of Power of Attorney Holder of Contractor in token of receipt
--	----------	------------------------	---

(Please number subsequent Schedules)

			For and on behalf of M/s
I	i.	Signature.....	Signature
	ii.	Name	Name.....
	iii.	Address	Address
			Authorised Representative
2.	i.	Signature.....	(Common Seal)
	ii.	Name	(In Case of Company)
	iii.	Address	

* Indemnity Bonds are to be executed by the authorised Persons and (i) in case of Contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the Company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this

Contract or Photostat copy of the Power of Attorney if it is General Power of Attorney and such Documents should be attached to Indemnity Bond.

ANNEXURE-IX

PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT/MATERIALS BROUGHT INTO THE SITE BY THE CONTRACTOR AND KEPT IN HIS POSSESSION FOR PERFORMANCE OF THE CONTRACT

(For Contractor supplied Equipments / Materials)

(On Non-Judicial Stamp Paper of appropriate value)

INDEMNITY BOND

THIS INDEMNITY BOND is made this.....day of20.....bya Company registered under the Companies Act, 1956/Partnership Firm/Proprietary concern having its Registered Office at(hereinafter called as 'Contractor' or 'Obligator' which expression shall include its successors and permitted assigns) in favour of Karnataka Solar Power Development Corporation Limited,having its Project at(hereinafter called as "KSPDCL" which expression shall include its successors and assigns):

WHEREAS Owner has Awarded to the Contractor a Contract forvide his Letter of Award/Contract Nodatedand its Amendment No (applicable when Amendments have been issued) for execution of the Contract.

And Whereas by virtue of Clause Noof the said Contract, the Contractor is required to execute an Indemnity Bond in favour of KSPDCL for the Equipments/Materials supplied by the Contractor and used for the purpose of Erection in due Performance of the Contract for which KSPDCL makes Payments in Installments and the Title is transferred to KSPDCL only after taking over of the Commissioned Work by KSPDCL (hereinafter called the "Contractor Supplied Equipment").

NOW THEREFORE, this indemnity bond witnesseth as follows:

- 1 That in consideration of various Equipments/Materials which is valued at Rs..... (Rupees) as mentioned in the Contract to be brought into the Site by the Contractor and to be used by him from time to time for the purpose of Performance of the Contract, for which the Payments will be made by KSPDCL in Installments as per the Payment Terms of the Contract, the Contractor hereby undertakes to indemnify and shall keep KSPDCL indemnified, for the full value of such Equipments/Materials. The Contractor hereby acknowledges receipt of the initial Installment of Payments towards the Equipments/materials brought into the Site by him as per the details in the Schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the initial Installments of Payments towards subsequent Installments of Equipments/Materials to be brought into the Site by him as required by KSPDCL in the form of Schedules consecutively numbered, which shall be attached to this Indemnity Bond so as to form integral parts of this Bond. It is expressly understood by the Contractor that issuance of a Certificate by the Engineer

and the Contractor for the purpose of receiving initial Payments by the Contractor to the effect that the Equipments/Materials are received at the Site shall be construed as keeping the Equipments/Materials belonging to KSPDCL in the possession of the Contractor and the Contractor shall hold such Equipments/Materials in trust as a Trustee for and on behalf of KSPDCL.

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit / protection and custody of the Equipment at KSPDCL Project Site against all risks whatsoever till the Equipment are duly used / erected in accordance with the terms of the Contract and the Plant / Package duly erected and commissioned in accordance with the terms of the Contract and is taken over by KSPDCL. The Contractor undertakes to keep KSPDCL harmless against any loss or Damage that may be caused to the Equipment
3. The Contractor undertakes that the Equipment shall be used exclusively for the Performance / execution of the Contract strictly in accordance with its Terms and Conditions and no parts of the Equipment shall be utilised for any other Work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal / penal consequences.
4. That KSPDCL shall have the right over the Equipments/Materials (even if Part Payment is made and the Title not transferred), free from all encumbrances, charges or lien of any kind, whatsoever. The Equipment shall at all times be open to inspection and checking by Engineer-in-Charge- / Engineer or other Employees / Agents authorised by him in this regard. Further, KSPDCL shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the Equipment are likely to be endangered, mis-utilised or converted to uses other than those specified in the Contract, by any acts of omission or Commission on the part of the Contractor or any other Persons or on account of any mason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of KSPDCL to return the Equipment without any demur or reservation.
6. That this Indemnity Bond is irrevocable. If at any time any loss or Damage occurs to the Equipment or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge/ Engineer of KSPDCL as to assessment of loss or Damage to the Equipment shall be final and binding on the Contractor. The Contractor binds himself and undertakes to replace the lost / or Damaged Equipment at his own Cost and / or shall pay the amount of loss to KSPDCL without any demur, reservation or protest. This is without prejudice or any other right to remedy that may be available to KSPDCL against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the Terms and Conditions of this Bond to the satisfaction of

KSPDCL, then the above bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set his hand through his authorised Representative under the common seal of the Company, the day, Month and year first above mentioned.

SCHEDULE NO. 1

Sl.N	Particulars of the Equipments/ Materials Brought into the Site by the Contractor and kept in his possession on behalf of KSPDCL	Quantity	Value of the Equipment/ Material (Rs.)	Certificate No./Date Recoded by the Engineer/ Contractor for making Initial Payment	Initial Installment Amount Paid by KSPDCL (Rs.)	Signature of Power Of Attorney Holder of the Contractor.

(Please number subsequent Schedules)

For and on behalf of
M/s

- | | | | |
|----|------|----------------|---------------------------|
| I | i. | Signature..... | Signature |
| | ii. | Name | Name..... |
| | iii. | Address | Address |
| | | | Authorised Representative |
| 2. | i. | Signature..... | (Common Seal) |
| | ii. | Name | (In Case of Company) |
| | iii. | Address | |

* Indemnity Bonds are to be executed by the authorised Persons and (i) in case of Contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the Company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or Photostat copy of the Power of Attorney if it is General Power of Attorney and such Documents should be attached to Indemnity Bond.

**PROFORMA OF "CONTRACT AGREEMENT"
(To Be Executed On Non-Judicial Stamp Paper of value Rs. 200/-)**

This Agreement made on thisday ofTwo thousandbetween Karnataka Solar Power Development Corporation Limited having its Office atIndia (hereinafter referred to as a "Owner" or KSPDCL which expression shall include its administrators,) on the one part and M/shaving its registered Office at(hereinafter referred to as the "Contractor" or "X" name of the Contracting Company, which expression shall include its administrators, successors, executors and permitted assigns) the other part.

WHEREAS KSPDCL desirous of setting up its Sub-Station and Transmission Line invited Bids for Establishing combined package..... (briefly describe scope of Work) as per its Bid Specification No.....

AND WHEREAS....."X"had participated in the above referred Bidding in Consortium/JV with..... vide their proposal No.dated.....and KSPDCL awarded the Contract to....."X"on Terms and Conditions of Bid Documents referred to therein, which has been accepted by "X"resulting into a "Contract".

NOW THEREFORE THE DEED WITNESSETH AS UNDER:

1.0 Article

1.1 Award of Contract:

KSPDCL has Awarded the Contract to "X"for the Work of.....on the Terms and Conditions contained in its Letter of Award No..... dated..... and the Documents referred to therein. The Award has taken effect from the date of aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract Document" referred to in the succeeding Article.

2.0 Contract Documents:

2.1 The Contract shall be performed strictly as per the Terms and Conditions stipulated herein and in the following Documents attached herewith (hereinafter referred to as "Contract Document").

- i) KSPDCL's Bidding Documents in respect of Specification No.....issued vide its letter No.....datedconsisting of Invitation of Bid, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract and all other Sections entitled 'Conditions of Contract' including all

- Amendments issued vide its letter (s) No.(s)dated
(Part-I)
- ii) KSPDCL's Technical Specification including Amendments issued vide its Letter No.....dated(Part-II)
 - iii) "X"s Proposal No.....dated.....along with Proposal Sheets, Data Requirement Sheets, Payment Terms, Works Schedules and Consortium Agreement /Joint Agreement Submitted by "X" entitled as "....."(Part-III)
 - iv) Agreed Minutes of the meeting held on.....between KSPDCL & "X" (Part-IV)
 - v) KSPDCL's Letter of Award No.....dated.....duly accepted by "X" (Part-V)
 - vi) Quality Plans for Manufacturing and Field activities entitled as 'Quality Plan'. (Part-VI)
 - vii) Contract Activity Chart (Part-VII)

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conforms to the Bidding Document (Part-I & II) and what has been specifically agreed to by the Owner in his Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its Proposal (Part-III) but not agreed to specifically by the Owner stands withdrawn by the Contractor. For the sake of brevity, this Agreement along with its aforesaid Contract Documents shall be referred to as the 'Agreement'

3.0 Conditions & Covenants:

3.1 The Scope of Contract, Consideration, Terms of Payment, Price Adjustment, Taxes wherever applicable, Insurance, Penalties, Performance Guarantee and all other Terms and Conditions are contained in KSPDCL's Letter of Award Nodated..... read in conjunction with other aforesaid Contract Document. The Contract shall be duly performed by the Contractor strictly and faithfully in accordance with terms of the Agreement.

3.2 The scope of Work shall also include **Supply/ Erection/ Civil Works**** portion of all such items, which are not specifically mentioned in the Contract Documents, but which are needed for successful, efficient, safe & reliable Operation of the Equipment unless otherwise specifically excluded in the Specifications under 'exclusions' or Letter of Award.
(*.-The Clause shall be suitably modified in the Agreement of Supply/ Erection/ Civil Works portion)

3.3 Time Schedule:

3.3.1 Time is the essence of the Contract. The Time Schedules shall be strictly adhered to and “X” shall perform the Work in accordance with the agreed Schedule as given in LOI/DWA/approved **Activity Chart**.

3.4 Quality Plans:

3.4.1 The Contractor is responsible for the proper execution of the approved Quality Plans. The Work beyond the Customer's hold points will progress only with the Owner's consent. The Owner will also undertake Quality surveillance and Quality audit of the Contractor's/Sub-Contractor's Works, systems and procedures and Quality Control activities. The Contractor further agrees, that any change in the Quality Plan will be made only with the Owner's approval. The Contractor shall also perform all Quality activities, inspection and Tests agreed with the Owner to demonstrate full compliance with the Contract requirements.

3.4.2 The Contractor also agrees to provide the Owner with the necessary facilities for carrying out inspection, Quality audit and Quality surveillance of Contractor's and its Sub-Contractor's Quality systems and manufacturing activities.

These shall include but not limited to the following:

- i. Relevant Plant Standards, Drawing and Procedures.
- ii. Detailed Quality Assurance System/ Manuals for Manufacturing activities.
- iii. Storage Procedures and instructions regarding Welding, NDT, Heat Treatment prior to commencement of Manufacture.
- iv. Complete set of Log Sheets mentioned in the Quality Plan.

3.4.3 It is expressly agreed to by the Contractor that the Quality Tests and inspection by the Owner shall not in any way relieve the Contractor of its responsibilities for Quality Standards, and Performance Guarantee and their other obligations under the agreement

3.4.4 “X” agrees to submit Quality Assurance Documents package to KSPDCL for review and record after Completion and within three weeks of despatch of Material. The Package will include the following:

- i) Factory Test result/ inspection report for Testing required by this Contract or applicable Codes and Standards.
- ii) Two copies of inspection reports duly, signed by Quality Assurance Personnel of both KSPDCL and "X" for the agreed Customer hold points.
- iii) Report of the rectification Works where and if applicable.

3.5 **It is expressly agreed to by the Contractor that the Contract is on single source responsibility basis and the Contractor is bound to perform the total Contract in its entirety and non-Performance of any part or portion of the Contract shall be deemed to be a breach of the entire Contract.**

- 3.6 The Contractor Guarantees that the Equipment under the Contract shall meet the ratings and Performance Parameters as stipulated in the Technical Specifications (Part-II) and in the event of any deficiencies found in the requisite Performance figures, the Owner may at its option reject the Equipment or alternatively accept it on the Terms and Conditions and subject to levy of the Penalties in terms of Contract Documents. The amount of Penalties so leviable shall be in accordance with the Contract Document and without any limitation.
- 3.7 It is further agreed to by the Contractor that the Contract Performance Guarantee shall in no way be construed to limit or restrict the Owner's right to recover the Damages/ Compensation due to short fall in the Equipment Performance figures as stated in Para 3.6 above or under any other Clause of the agreement. The amount of Damages/ Compensation shall be recoverable either by way of deduction from the Contract Price, Contract Performance Guarantee and/or otherwise.
- 3.8 The Contract Performance Guarantee furnished by the Contractor is irrevocable and un-conditional and the Owner shall have the powers to invoke it not withstanding any dispute or difference between the Owner and the Contractor pending before any Court, Tribunal, Arbitrator or any other Authority.
- 3.9 This agreement constitutes full and complete understanding between the Parties. It shall supersede all prior correspondence. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized Representatives of both the Parties.
- 4.0 Settlement of disputes:
- 4.1 It is specifically agreed by and between the Parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement, shall be decided by a competent Court at Bangalore.

4.2 Notice of Default:

Notice of default given by either Party to the other Party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered against acknowledgement or by Fax or by registered mail with acknowledgement duly addressed to the signatories at the addresses mentioned herein above.

5.0 Joint/Severall Responsibility: (Applicable in case of Consortium/Joint Venture)

The Contractor and the Consortium member/JV partner are severally bound themselves to KSPDCL for the faithful performance of the contract.

IN WITNESS WHEREOF, the Parties through their duly authorized Representatives have executed these presents (execution whereof has been approved by the competent Authorities of both the Parties) on the day, Month and year first above mentioned at

Bangalore.

WITNESSES:

1. (Owner's signature)
(Printed Name)
2. (Designation)
(Company's Stamp)

1. (Contractor's
signature)
(Printed Name)
2. (Designation)
(Company's Stamp)

1. (JV/Consortium Partner's signature)
(Printed Name)
2. (Designation)
(Company's Stamp)

ANNEXURE-XI

COLLABORATOR AGREEMENT
(ON NON-JUDICIAL STAMP PAPER OF Rs.200/ -)

DELETED

POWER OF ATTORNEY

(On Non-Judicial Stamp Paper of appropriate Value)

KNOW ALL MEN BY THESE PRESENTS that we
.....a Company incorporated under the laws ofand having its Registered Office/Head Office at(hereinafter called "Manufacturer / Bidder" which expression shall unless repugnant to the Context or meaning thereof, include its successors, administrators and assigns) acting through Mr.....its constitute, nominate and appoint M/s.....a Company incorporated under the laws of and having its Registered/ Head Office atas its duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative") to exercise all or any of the powers for and on behalf of the 'Manufacturer / Bidder in regard to Specification No Packagethe Bids for which have been invited by(Address "Owner") to undertake the following acts:

- i) To submit proposal and participate in the aforesaid Bid Specification of the "Owner" on behalf of the "Manufacturer / Bidder".
- ii) To negotiate with the "Owner" the Terms and Conditions including Price for Award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the "Owner" for and on behalf of the Manufacturer / Bidder.
- iii) To receive accept and execute the Contract for and on behalf of the "Manufacturer / Bidder".
- iv) To do any other act or submit any Document related to the above.

It is expressly understood that the Power of Attorney shall remain valid, binding and irrevocable till submission of the Contract Performance Guarantee in terms of the Contract. The "Manufacturer / Bidder" hereby agrees and undertakes to satisfy and confirm all whatsoever the said "Attorney"/"Authorised Representative" quotes in the Bid, negotiates and signs the Contract with the "Owner" and/or purports to act on behalf of the "Manufacturer / Bidder" by virtue of this Power of Attorney and the same shall bind the "Manufacturer / Bidder" as if done by itself.

IN WITNESS WHEREOF THE "Manufacturer/ Bidder" has executed these Presents aton this day Of..... under the Common Seal of the Manufacturer / Bidder company.

Specimen Signature of Attorney Holder

.....
(Name)

For and on behalf of

Common Seal of the above Manufacturer / Bidder
Has been affixed thereunto, in the presence of.

WITNESSES:

1. Signature
Name.....
Designation
Occupation

ANNEXURE-XIII

TRUST RECEIPT FOR PLANT, EQUIPMENT AND MATERIALS RECEIVED FROM KSPDCL UNDER CONTRACT No DATED.....

We M/ s having our principal place of Business at have been Awarded a Contract Nodated forby Karnataka Solar Power Development Corporation Limited, Bangalore.

We do hereby acknowledge the receipt of the Plant, Equipment and Materials as are fully described and mentioned under Documents of title/ RR/ LR etc. and in the Schedule annexed here to which shall form an integral part of this receipt as "Trustee of Karnataka Solar Power Development Corporation Limited". The aforesaid Materials etc. so received by us shall be exclusively used in the successful Performance of the aforesaid Contract and for no other purpose whatsoever. We undertake not to create any charge, lien or encumbrance over the aforesaid Materials etc. in favour of any other Persons/ institutions(s) / Bank(s).

For M/ s
(AUTHORISED SIGNATORY SEAL OF COMPANY)

Dated:
Place:

ANNEXURE-XIV :
Deleted

CONSORTIUM AGREEMENT
(ON NON-JUDICIAL STAMP PAPER OF Rs.200/-)
LIMITED TO THREE MEMBERS

CONSORTIUM AGREEMENT AMONGST M/s, M/s & M/s for Bid Specification No. OF KARNATAKA SOLAR POWER DEVELOPEMNT CORPOARATION LTD.

This consortium agreement executed on this day Month of Two thousandamongst M/S..... a company incorporated under the laws of(country) and having its registered office at (herein after called the “Lead Company” which expression shall include its successors, executors and permitted assigns), M/S....., a company incorporated under the laws of(country) and having its registered office at (herein after called the Constituent Company which expression shall include its successors, executors and permitted assigns) and M/S....., a company incorporated under the laws of(country) and having its registered office at (herein after called the Constituent Company which expression shall include its successors, executors and permitted assigns), for the purpose of making a bid and entering into a contract (In case of award) against the specification no. " for(Name of the work) for Karnataka Solar Power Development Corporation Ltd. having its registered office at -----, **Bangalore-----, Karnataka** (hereinafter called the "Owner"). The leader of the consortium shall abide by the general terms and conditions specified by the Purchaser. WHEREAS the Owner invited bids as per the above mentioned specifications for the design, manufacture, supply and erection, testing and commissioning of Equipments/Materials stipulated in the bidding documents under subject package(Name of the work)

AND WHEREAS Section-I (Volume-1: Clause No. 11:- Qualifying Requirement), forming part of the bidding documents, stipulates that a consortium meeting the requirements of Section-I, (Invitation of Bid) applicable may bid, provided the Consortium fulfills all other requirements of specification and in such a case, the Bid shall be signed by the members so as to legally bind the members and who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that the consortium agreement shall be attached to the bid and the contract performance guarantee will be as per the format enclosed with the bidding document without any restriction or liability for either party.

AND WHEREAS the bid has been submitted to the Owner vide proposal No..... dated by Lead Company based on the Constituent agreement between all the consortium under these presents and the bid in accordance with the requirements of Specifications (Qualification Requirements).

NOW THIS INDENTURE WITNESSTH AS UNDER

In consideration of the above premises and agreements all the partners to this consortium members do hereby now agree as follows:

- 1) In Consideration of the award of the Contract by the Owner to the Consortium members, we , the members to the consortium agreement do hereby agree that M/s. shall act as Lead Company and further declare and confirm that we shall jointly and severally be bound up to the Owner for the successful performance of the contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipments in accordance with the Contract.
- 2) In case of any breach of the said contract by the Lead company or other constituent of the Consortium agreement, the Lead company do hereby agree to be fully responsible for the successful performance of the contract and to carryout all the obligations and responsibilities under the contract in accordance with the requirements of the Contract.
- 3) Further, if the Owner suffers any loss or damage on account of any breach in the contract or any shortfall in the performance of the equipment in meeting the performance guaranteed as per the specification in terms of the contract, the Lead company of these presents undertake to promptly make good such loss or damages caused to the Owner, on its demand without any demur. It shall not be necessary or obligatory for the Owner to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner (s).
- 4) The Financial liability of the members of the consortium agreement to the Owner, with respect to any of the claims arising out of performance or non-performance of the obligations set forth in the said agreement, read in conjunction with the relevant conditions of the contract shall, however not be limited in any way so as to restrict or limit the liabilities of any of the members of the agreement.
- 5) It is expressly understood and agreed between the members to this consortium agreement that the responsibilities and obligations of each of the partners shall be as delineated hereunder (To be incorporated suitably by the member to this agreement). However, each member of the consortium will be severally and jointly responsible for the faithful performance of the contract. It is further agreed by the member that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the members under this contract.

Sl. No.	Name of the Lead Bidder / Consortium Partner	Scope of work / participation
01.

02
03

We further declare ourselves bound to execute our scope of work/participation as stated above;

- 6) This Consortium agreement shall be constructed and interpreted in accordance with the laws of India and the courts of **Bangalore** shall have the exclusive jurisdiction in all matters arising there under.
- 7) In case of an award of a Contract, we the Consortium members do hereby agree that we shall be jointly & severally responsible for the works respectively executed and Lead company shall furnishing a contract performance security from a bank in favor of the PURCHASER in the forms acceptable to purchaser for value of 10% of the Contract price in the current / Currencies of the contract.
- 8) It is further agreed that the Consortium agreement shall be irrevocable and shall form an integral part of the contract, and shall continue to be enforceable till the owner discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF the partners to the Consortium have through their authorized representatives executed these presents and affixed Common seals of their companies, on the day, month and year first mentioned above.

WITNESS

For Lead Company

Signature.....

Name.....

Name:

Designation.....

Designation:
Common Seal of the Company

WITNESS

For Constituent 1

Signature.....

Name.....

Name:

Designation.....

Designation:
Common Seal of the Company

WITNESS

For other Constituent 2

Signature.....

Name.....

Designation.....

Name:

Designation:
Common Seal of the Company

ANNEXURE-XVI

Approved List of Sub-Vendors for Turnkey / Partial Turnkey works of KPTCL

The details of the approved Sub-Vendors of KPTCL for Total / Partial Turnkey projects of KPTCL is available on website www.KPTCL.com with hyperlink **Tendering & Procurement Wing**.