

SECTION – 6

PROFORMA

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**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 Power & Electricity Department, Govt. of Mizoram., (herein after 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 registered/Head office at.....(hereinafter referred to as "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a Contract issued by Owner's Letter of Award No.....dated..... for.....(scope of work) and the same having been acknowledged by the Contractor, resulting in a Contract bearing No.....dated Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs..... being (5%) (Five 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, on demand any or all monies payable by the Contractor to the extent of Rs.....as aforesaid at any time up to..... day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to this 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 the guarantee from time to time to extend the time for performance or 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 for bear 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 relieved 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 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 not withstanding 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 including*(day/month/year)

and shall be extended from time to time for such period as may be desired M/s.....on whose behalf this guarantee has been given. Unless a demand or claim is lodged on us within and including*(day/month/year) we shall be discharged from all liabilities thereafter.

Dated this.....day of.....20.....at.....

WITNESS

.....

(Signature)

.....

(Signature)

.....

(Name)

.....

(Name)

.....

(Official Address)

.....

(Designation with Bank Stamp)

Attorney as per Power

Of Attorney No.....

Date.....

Notes:

1. The sum shall be 2.5% (two point five percent) of the contract price for Contract Performance Guarantee.
2. The date will be ninety (90) days after the end of Warranty Period as specified in the contract.

Note: The stamp paper of appropriate value 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 No.....for Rs..... favoring yourselves, expiring on.....on account of M/s.....in respect of Contract No.....dated..... (here in after called original Bank Guarantee).

At the request of M/s....., WeBank, branch office at.....and having its Head Office at.....do hereby extend our liability under the above mentioned Bank Guarantee No..... dated..... for a further period of..... (Years/Months) from.....to expire on..... Expect as provided above, all other terms and conditions of the original bank guarantee No.....dated.....shall remain unaltered and binding.

Please treat this as an integral part of the original bank guarantee to which it would be attached.

Yours Faithfully,

For.....

Manager/Agent/Accountant.....

Power of Attorney No.....

Dated.....

SEAL OF BANK

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

PROFORMA OF APPLICATION FOR PAYMENT

Project: - R & M of Electro-Mechanical Components of Tuipanglui SHP (2x1500kW)

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

To

.....
.....

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 : (check whichever applicable)

- Initial advance (Schedule**)
- Interim payment as advance (Schedule**)
- Progressive payment against dispatch 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 Contract.
4. The application consists of this page, a summary of claim statement (Schedule**) and the following signed schedule.

- i)
- ii)
- iii)

The following documents are also enclosed:

- i)
- ii)
- iii)

Signature of Contractor/
Authorised Signatory

* Application for payment will be made to "Controlling Officer".

Prepare separate application for each claim.

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

**PROFORMA OF BANK GUARANTEE FOR ADVANCE PAYMENT
(To be stamped in accordance with Stamp Act)**

Ref.....

Bank Guarantee No.....

Date.....

To

.....
.....
.....

Dear Sir,

In consideration of Power & Electricity Department, Govt. of Mizoram., (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.....(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 acknowledged by the Contractors, resulting in a Contract bearing No.....dated..... valued (at.....(in words and figures)

for.....Contract (scope of work)..... (here in after called the 'Contract') and the Owner having agreed to make an advance payment to the Contractor for performance of the above Contract amount. Rs..... (in words and figures) as an advance against Bank Guarantee to be furnished by the contractor.

We.....(Name of the 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 the Owner, immediately on demand any or, all monies payable by the Contractor to the extent of Rs.....as aforesaid at any time upto and including..... @.(day/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. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharge 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 vary the advance or 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 any covenants, contained or implied in the Contract between the Owner and the contractor or any other course or remedy or security available to Owner. The Bank shall not be relieved 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 or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would be 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 limited to Rs.....and it shall remain in force upto and including.....(@.....) and shall be extended from time to time for such period as may be desired by M/s..... on whose behalf this guarantee has been given.

Dated this.....day of.....20.....at.....

WITNESS

.....
(Signature)	(Signature)
.....
(Name)	(Name)
.....	Designation.....
(Official Address)	(with Bank Stamp)
	Attorney as per Power

of Attorney No.....

Dated.....

@ The date will be Three (3) Months after the Scheduled date of completion of Supply (Supply Contract)/ Three (3) Months after taking over the work by P&E Department, Mizoram (Erection Contract).

Note: The non-judicial stamp papers of appropriate value shall be purchased in the name of bank who issued the Bank Guarantee.

**PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT
HANDED OVER FOR
PERFORMANCE OF ITS CONTRACT
(Entire Equipment Consignment in one lot)
(On a non-Judicial stamp paper of appropriate Value)**

INDEMNITY BOND

THIS INDEMNITY BOND is made this.....day of.....20.....by....., a Company registered under the Companies Act, 1956/Partnership firm/Propriety concern having its Registered Office at.....(hereinafter called as `Contractor' or "Obligor", which expression shall include its successors, administrators, executors and permitted assigns) in favour of Power & Electricity Department., Govt. of Mizoram having its head office at Aizawl, Mizoram, (hereinafter called "P&E Department, Mizoram", which expression shall include its successors, administrators, executors and assigns):

WHEREAS P&E Department, Mizoram has awarded to the Contractor, a Contract for.....vide its Letter of Award/Contract No.....dated.....and its Amendment No.....and Amendment No.....(applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which P&E Department, Mizoram is required to handover various equipment to the Contractor for execution of the Contract.

And **WHEREAS** by virtue of Clause No.....of the said Contract, the Contractor is required to execute an Indemnity Bond in favor of P&E Department, Mizoram for the equipment handed to it for the purpose of performance of the Contract/Erection portion 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.....) handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep P&E Department, Mizoram indemnified, for the full value of the equipment. The Contractor hereby acknowledges receipt of the equipment as per dispatch title documents handed over to the Contractor duly endorsed in their favour and detailed in the Scheduled appended hereto. It is expressly understood by the Contractor that handing over of the dispatch title documents in respect of the said Equipments duly endorsed by **P&E Department, Mizoram** in favour of the Contractor shall be construed as handing over of the equipment purported to be covered by such title documents and the Contractor shall hold such equipment in trust as a Trustee for an on behalf of **P&E Department, Mizoram**.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the equipment at **P&E Department, Mizoram**, 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 **P&E Department, Mizoram**. The Contractor undertakes to keep **P&E Department, Mizoram** harmless against any loss or damage that may be cause 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 apart of the equipment shall be utilized 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 all intents and purpose including legal/penal consequences.
4. That **P&E Department, Mizoram** is and shall remain the exclusive Owner of the equipment free from all encumbrances, charges, or liens 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 authorized by him in this regard. Further, **P&E Department, Mizoram** 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-utilized or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contract binds himself and undertakes to comply with the direction of demand of **P&E Department, Mizoram** 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-utilized in any manner whosoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge/Engineer of **P&E Department, Mizoram** as to assessment of loss or damage to the equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged equipment at its own cost and/or shall pay the amount of loss to **P&E Department, Mizoram** without demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to **P&E Department, Mizoram** 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 terms and conditions of this Bond to the satisfaction of **P&E Department, Mizoram**. **THEN**, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

N WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

Particulars of the Equipment handed over	Quantity	Particulars of Despatch title Documents RR/GR No. Date Bill Carrier of lading	Value of the Equipment	Signature of Attorney token of receipt

For and on behalf of M/s.....

WITNESS

- I.
1. Signature.....
 2. Name..... Name.....
 3. Address..... Designation.....
-
2. 1. Signature..... Authorized representative
 2. Name..... (Common Seal)
 3. Address..... (In case of Company)

*** Indemnity Bonds are to be executed by the authorized person 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 a 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 INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT
HANDED OVER IN INSTALMENTS FOR
PERFORMANCE OF ITS CONTRACT**

(On non-Judicial stamp paper of appropriate Value)

1.1.1.1 INDEMNITY BOND

THIS INDEMNITY BOND is made this.....day of.....20.....by....., a Company registered under the Companies Act, 1956/Partnership firm/Propriety concern having its Registered Office at.....(hereinafter called as `Contractor' or "Obligor", which expression shall include its successors, administrators, executors and permitted assigns) in favour of Power & Electricity Department, Govt. of Mizoram having its head office at Aizawl, Mizoram (hereinafter called "P&E Department, Mizoram", which expression shall include its successors, administrators, executors and assigns):

WHEREAS P&E Department, Mizoram has awarded to the Contractor, a Contract for.....vide its Letter of Award/Contract No.....dated.....and its Amendment No.....and Amendment No.....(applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which **P&E Department, Mizoram** is required to handover various equipment to the Contractor for execution of the Contract.

And **WHEREAS** by virtue of Clause No.....of the said Contract, the Contractor is required to execute an Indemnity Bond in favor of **P&E Department, Mizoram** for the equipment handed to it for the purpose of performance of the Contract/Erection portion 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 for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep **P&E Department, Mizoram** indemnified, for the full value of the equipment. The Contractor hereby acknowledges receipt of the initial installment of the equipment as per details in the schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the subsequent installments of the Equipment as required by **P&E Department, Mizoram** in the form of Schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form the dispatch of documents in respect of the said Equipment duly endorsed by **P&E Department, Mizoram** in favour of the Contractor shall be construed as handing over of the equipment purported to be

covered by such title documents and the Contractor shall hold such equipment in trust as a Trustee for an on behalf of **P&E Department, Mizoram**.

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the equipment at **P&E Department, Mizoram**, 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 **P&E Department, Mizoram**. The Contractor undertakes to keep **P&E Department, Mizoram** 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 apart of the equipment shall be utilized 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 all intents and purpose including legal/penal consequences.
4. That **P&E Department, Mizoram** is and shall remain the exclusive Owner of the equipment free from all encumbrances, charges, or liens 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 authorized by him in this regard. Further, **P&E Department, Mizoram** 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-utilized or converted to use other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor binds himself and undertakes to comply with the direction of demand of **P&E Department, Mizoram** 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-utilized in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge/Engineer of **P&E Department, Mizoram** as to assessment of loss or damage to the equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged equipment at its own cost and/or shall pay the amount of loss to **P&E Department, Mizoram** without demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to **P&E Department, Mizoram** 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 terms and conditions of this Bond to the satisfaction of **P&E Department, Mizoram** , 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 its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE

Particulars of the Equipment in handed over	Quantity	Particulars of Despatch title Documents RR/GR No. Date Bill Carrier of lading	Value of the Equipment	Signature of Attorney token of receipt
---	----------	---	------------------------	--

(Please number subsequent schedules)

For and on behalf of M/s.....

WITNESS

- | | | | |
|----|----|----------------|------------------|
| I. | 1. | Signature..... | |
| | 2. | Name..... | Name..... |
| | 3. | Address..... | Designation..... |

- | | | | |
|----|----|----------------|---------------------------|
| 2. | 1. | Signature..... | Authorized representative |
| | 2. | Name..... | (Common Seal) |
| | 3. | Address..... | (In case of Company) |

*** Indemnity Bonds are to be executed by the authorized person 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 a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.**

