ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - National Highways Authority of India (Engineering Procurement and Construction)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for Bid Security

1. In consideration of you, _____, having its office at _____, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____and having its registered office at_____ (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the _____Project on EPC basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession/contract agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Surety Insurer) having our registered office at_____ and one of its branches at _____(hereinafter referred to as the "Surety Insurer "), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs._____(Rupees_____ only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. _____(Rupees_____only).

4. This Surety Bond shall be irrevocable and remain in full force for a period of xxxx (xxxx) days from the Bid Due Date and a claim period of xxxx (xxxx) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone

for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. _____ Crore (Rupees _____crore only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before [*** (indicate date falling xxxx days after the Bid Due Date)].

14. This Surety Bond shall also be operatable at our _____ branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such Invocation letter and make payment of amounts so demanded under the said invocation.

15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - National Highways Authority of India (Build-Operate-Transfer)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for Bid Security

1. In consideration of you, _____ , having its office at _____, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____(a Company registered under Companies Act, 1956/2013) and having its registered office at _____(and acting on behalf of Its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the _____ on DBFOT basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated_____issued in respect of the Project and other related documents including without limitation the draft Concession Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Surety Insurer) having our registered office at _____ and one of its branches at _____(hereinafter referred to as the "Surety Insurer "), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs._____ Crores (Rupees _____ only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents Including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. _____ Crores (Rupees _____ only).

4. This Surety Bond shall be irrevocable and remain in full force for a period of xxxx (xxxx) days from the Bid Due Date and a claim period of xxxx (xxxx) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the sand Bidder or to postpone

for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any Indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the Law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Surety Insurer and sent by courier or by registered mail to the Surety Insurer at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Band herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. _____ Crore (Rupees _____ crore only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before [*** (indicate date falling xxxx days after the Bid Due Date)].

14. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - National Highways Authority of India (Hybrid Annuity Mode)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for Bid Security

1. In consideration of you, _____, having its office at _____, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____(a Company registered under Companies Act, 1956/2013) and having its registered office at _____ (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the _____(Name of the Project _____) (hereinafter referred to as "the Project") pursuant to the RFP Document dated _____ issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Surety Insurer) having our registered office at _____ and one of its branches at _____(hereinafter referred to as the Surety Insurer "), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. _____ (Rupees_____ only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents Including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. _____ (Rupees _____only).

4. This Surety Bond shall be irrevocable and remain in full force for a period of xxxx (xxxx) days from the Bid Due Date and a claim period of xxxx (xxxx) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole Judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all

or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

11. We, the Surety Insurer further undertake not to revoke this Surety Bond during Its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. _____Crore (Rupees _____crore only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before [*** (indicate date falling xxxx days after the Bid Due Date)].

14. This Surety Bond shall also be operatable at our _____branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - National Highways Authority of India (Engineering Procurement and Construction)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for Performance Security

To,

_____(name of the authority)

_____[address of Authority]

WHEREAS _____[name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No._____ Dated _____for construction of _____[name of the Project] (hereinafter called the "Contract").

AND WHEREAS the Contract requires the Contractor to furnish an (Performance Security/Additional Performance Security) for due and faithful performance of its obligations, under and in accordance with the Contract, during the (Construction Period/ Defects Liability Period and Maintenance Period) in a sum of Rs_____cr. (Rupees_____ crore) (the "Surety Bond amount"[1]).

AND WHEREAS we, _____ through our branch at _____ (the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer herby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the [Construction Period/ Defects Liability Period and Maintenance Period under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of [Superintending Engineer of Ministry of Road Transport & Highways or General Manager, NHAI], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the

effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph & below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Surety Bond shall cease to be in force and effect on _____, Unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

12. This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - National Highways Authority of India (Build-Operate-Transfer)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for Performance Security

To,

_____(name of the authority)

_____[address of Authority]

WHEREAS:

(A) _____(the "Concessionaire") and the Chairman, National Highways Authority of India (the "Authority") have entered into a concession agreement dated _____ (the "Agreement") whereby the Authority has agreed to the Concessionaire undertaking [Four-Laning of the_____ section of National Highway No. **] on design, build, finance, operate and transfer ("DBFOT") basis, subject to and in accordance with the provision of the Agreement.

(B) The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Rs _____Crore (Rupees _____ Crore) (the "Surety Bond Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement)

(C) We, _____ through our branch at _____ (the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows.

1. The Surety Insurer herby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire's obligations during the Construction Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of General Manger in the National Highways Authority of India, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Concessionatre, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any change in the constitution of the Concessionaire and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waves any necessity, for the Authority to proceed against the Concessionaire before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the

Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waves all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Band will remain in force until the earlier of the 1 (first) anniversary of the Appointed Date or compliance of the conditions specified In paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond, no later than 6 (six) months from the date of expiry of this Surety Bond, all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Performance Security shall cease to be in force and effect when the Concessionaire shall have expended on Project construction an aggregate sum not less than 20% (twenty per cent) of the Total Project cost which is deemed to be Rs. _____cr. (Rupees _____crore) for the purposes of this Surety Bond, and provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security alongwith the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the Performance Security forthwith.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for a period of one year and six months or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - National Highways Authority of India (Hybrid Annuity Mode)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for Performance Security

To

_____(name of the authority)

_____[address of Authority]

WHEREAS:

(A) _____ (the "Concessionaire") and the Chairman, National Highways Authority of India (the "Authority") have entered into a concession agreement dated _____(the "Agreement") whereby the Authority has agreed to the Concessionaire undertaking development and operation of _____ on Hybrid Annuity Mode, subject to and in accordance with the provision of the agreement

(B) The agreement requires the Concessionaire to furnish a performance security to the Authority in a sum of Rs _____ Crore (Rupees _____ Crore) (the " Surety Bond Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement)

(C) We, _____through our branch at _____ (the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows.

1. The Surety Insurer herby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire's obligations during the Construction Period under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of General Manger in the National Highways Authority of India, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction, Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any change in the constitution of the Concessionaire and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the Ilberty with reference to the matters aforesaid or by reason of time being given to the

Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force until the earlier of the 1st (first) anniversary of the Appointed Date or compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond, no later than 6 (six) months from the date of expiry of this Surety Bond, all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Performance Security shall cease to be in force and effect when the Concessionaire shall have expended on Project construction an aggregate sum not less than 30% (thirty per cent) of the Bid Project cost which is deemed to be Rs. _____ cr. (Rupees _____crore) for the purposes of this Surety Bond, and provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security alongwith the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the Performance Security forthwith.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for a period of one year and six months or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

12. This Surety Bond shall also be operatable at our Branch at New Delhi, from whom, confirmation regarding the issue of this bond or extension/renewal thereof shall be made available on demand in the contingency of this bond been invoked and payment thereunder claimed, the said branch shall accept such invocation on letter and make payment of amounts so demanded under the said invocation.

13. This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Bharat Heavy Electricals Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form of Insurance Surety Bond towards Earnest Money Deposit

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

Insurance Surety Bond No…….....

Date……

To

BHARAT HEAVY ELECTRICALS LIMITED

_____

_____

_____

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/ Notice Inviting Tender No _____ (Tender Conditions),M/s. _____ having its registered office at _____ (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of _____ invited by M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at _____.

The Tender Conditions provide that the Tenderer shall pay a sum of Rs _____ (Rupees _____ only) as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Insurance Surety Bond

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Surety Bond against Earnest Money Deposit for an amount of Rs. _____ (Rupees _____ only) is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

We, the _____[Name & address of the Insurer]_____having our Registered Office at _____ (hereinafter referred to as the Insurer) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. _____ (in words Rupees _____ only) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Insurer shall be conclusive as regards the amount due and payable by the Insurer under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only)

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/ Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We _____ Insurer further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

This Bond shall be irrevocable and shall remain in force upto and including_____ and shall be extended from time to time for such period as may be desired by the Employer.

This Bond shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Bond is made on us in writing on or before the _____ we shall be discharged from all liabilities under this Guarantee.

We, _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Insurer under this Guarantee shall not exceed Rs. __ (Rupees _____ only)

b) This Guarantee shall be valid up to _____

c) Unless the Insurer is served a written claim or demand on or before _____ all rights under this bond shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this bond irrespective of whether or not the original Surety bond is returned to the Insurer.

We, _____ , have power to issue this Bond under law and the undersigned as a duly authorized person has full powers to sign this Bond on behalf of the Insurer.

Date…….....……

For and on behalf of

(Name of the Insurer)

Place of Issue……..

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Bharat Heavy Electricals Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form of Insurance Surety Bond towards Performance Security

(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 the ..... *[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 M/s..... *[Contractor's Name]*……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 Employer's Letter of Award No. ..... dated……..and the same having been unequivocally accepted by the contractor, valued at Rs.....(in words) 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 Employer amounting Rs……(in words).

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 R s . . ..(*).....(in words) as aforesaid at any time up to .....(@).....*[days/month/year]* without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive andbinding 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 performance of the Contract by the Contractor for thepurpose 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 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 Employer and the Contractor or any other courseor remedy or security available to the Employer. The Insurer shall not be released of its obligations under thesepresents by any exercise by the Employer of its liberty with reference to the 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 orany 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.

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

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to Rs.....(*)..... (in words) 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 .....*[Contractor's Name}*..... on whose behalf this Insurance Surety Bond has been given.

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

WITNESS :

1. .....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Authorised Vide Power of

Attorney No.....

Date.....

2. .....(Signature)

.....(Name)

.....(Official Address)

Notes : 1. (*) This sum shall be Five percent (05%) of the Contract Price.

(@) This date will be ninety (90) days beyond the Performance Guarantee for Workmanship period as specified in the Contract.

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 Contractor 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.

The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased inthe name of Bidder/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Bharat Sanchar Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

BID SECURITY IN FORM OF INSURANCE SURETY BOND

(To be submitted on non-judicial stamp paper of appropriate value)

Insurance Surety Bond for Bid Security

Whereas M/s …… R/o …… …… …… (Hereafter referred to as **Principal**) has approached us for giving a Suretyof Rs. ……/- (hereafter known as the "**Surety Amount**") valid up to …../……/ 20….. (hereafter known as the "**Validity date**") in favour of ……(e.g. DGM BSNL CO, Delhi)(Hereafter referred to as BSNL) for participation in the tender of work of…….. vide tender no. ……

Now at the request of the Principal, We ..... Insurance Company Limited,registered under the Insurance Act, 1938, with its Corporate office, ……and Registered/Head Office …… (the "**Surety**") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & relevant regulatory prescriptions issued and/or amended from time to time , agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said **Principal** of any of terms or conditions contained in the said tender Agreement or by reason of the **Principal**'s failure to honour its bid submitted to perform the said works. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the BSNL in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the "Surety Amount".

3. We, the Surety, undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the **Principal** in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the **Principal** shall have no claim against us for making such payment.

4. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said tender Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said tender Agreement have been fully and properly carried out by the said **Principal** and accordingly discharge this Surety. Unless a demand or claim under this Surety is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this Surety thereafter.

5. We the Surety further agree with the BSNL that the BSNL shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said tender Agreement or to extend time of performance by the said **Principal** from time to time or to postpone for any time or from time to time, any of the powers exercisable by the BSNL against the said **Principal** and to forbear or enforce any of the terms and conditions relating to the said tender agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Principal** or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said **Principal** or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained:
   (a) The liability of the Surety under this Surety bond is restricted to the "**Surety Amount**" and it will remain in force up to its Validity date specified above.
   (b) The Surety shall stand completely discharged and all rights of the BSNL under this Surety shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

7. In case BSNL demands for any money under this Surety Bond, the same shall be paid through Banker's Cheque in favour of "**AO (Cash) BSNL C.O. New Delhi**" payable at New Delhi or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.

8. The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place: ……

Date: ……..

(Signature of the Insurance Company Officer)
Rubber stamp of the Insurance Company

Authorized Power of Attorney Number: ……..
Name of the officer: ……
Designation: ……
Official Email ID:……

Complete Postal address of Insurance Company: ……..
Telephone Numbers ……..
Fax numbers ……

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by BSNL.
……..
……
……
……

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Bharat Sanchar Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Performance Guarantee Surety Bond

(To be submitted on non-judicial stamp paper of appropriate value)

To ,
DGM (MMP) BSNL CO,
Delhi R/o Bharat Sanchar Bhawan,
Harish Chandra Mathura Lane,
Janpath, New Delhi-110001

Surety Bond No : ……
Surety Bond Issue dt : ……
Surety Bond Amt. :INR…….
Bond Valid upto : …….
Bond Claim Period :……..

Dear Sir / Madam,

Whereas ……..(e.g. **AGM (MM)** BSNL CO, Delhi R/o MM cell, Bharat Sanchar Bhawan, Harish Chandra Mathura Lane, Janpath, New Delhi-110001)(hereafter referred to as **BSNL**) has issued an APO/AWO no……..Dated…… awarding the work of …… (the "Agreement") to M/s……., R/o……. (hereafter
referred to as "**Principal**") and BSNL has asked Principal to submit a performance guarantee in favour of …… (e.g. **DGM (MMP)** BSNL CO, Delhi) of INR …… (hereafter referred to as "Bond Amount") valid up to dd.mm.yyyy (hereafter referred to as "Validity Date")

Now at the request of the Principal, We..... Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office, …… and Registered/Head Office …… (the "**Surety**") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDAI Act, 1999 & IRDA Guidelines issued vide Master Circular on General Insurance Business, dated June 11, 2024, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. The Surety do hereby undertake and assure to the BSNL that, if in opinion of BSNL the Principal in any way fails to observe or perform the terms and conditions of the Agreement or commits any breach of its obligations there-under, the Surety shall on demand and without any objection or demur pay to the BSNL such sum or sums up to an aggregate sum of the Bond Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Surety to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Principal to pay to BSNL or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Principal had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Principal and BSNL regarding the claim.

4. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this
Surety Bond shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

5. The Surety further agrees that the BSNL shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the Agreement or to extend the time for the performance contained in the Agreement from any of the powers exercisable by BSNL against the Principal and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Principal or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Principal or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Surety.

6. In case BSNL demands for any money under this Surety Bond, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL CO" payable at New Delhi or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

7. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

1. Our Liability under this Surety Bond shall not exceed
INR ……..**(Rupees: ……. Only).**

2. This Surety Bond shall be valid upto……(Validity date)

3. Further a claim period of **3 (threemonths)** from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before …….. (Date of claim period if any).

4. At the end of expiry of the Validity Date (including claim period), unless an action to enforce the claim under this Surety Bond is initiated before the Court or Tribunal on or before 12 months after the expiry of the Validity Date (including claim period), all your rights under this Surety Bond shall stand extinguished and we shall be relieved and discharged from all our liabilities and obligations under this Surety Bond irrespective of return of original Surety Bond

Place: ……

Date: …….. (Signature of the Surety)
Rubber stamp of the Surety

Authorized Power of Attorney Number: …….

Name of the Surety officer: ……..

Designation: ……

Complete Postal address of Surety: ……
……

Telephone Numbers ……..

Fax numbers ……

Email ID (only official Email ID) ……..

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom/ where the Surety Bond can be got confirmed by BSNL.
……..
……
……

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Ministry of Road Transport and Highways

Surety Bond for Bid Security

1. In consideration of you, _____{Authority}_____ having its office at _____ (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____{Bidder}_____ and having its registered office at _____ (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for _____{Project Name}_____ (hereinafter referred to as "the Project") pursuant to the RFP Document dated _____ issued in respect of the Project and other related documents including without limitation the draft concession/contract agreement (hereinafter collectively referred to as "Bidding Documents"), we _____{Name of the Surety Insurer}_____ having our registered office at _____ and one of its branches at_____ (hereinafter referred to as the "Surety Insurer "), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents

(including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of _____ (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.
3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in
   the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding _____.
4. This Surety Bond shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.
5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, Inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or
   by registered post or by certified e-mail to the Surety Insurer at the address or email set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.
11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.
12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. _____. The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety insurer in accordance with paragraph 9 hereof, on or before _____ [*** (indicate date falling 180 days after the Bid Due Date)].
14. This Surety Bond shall also be operatable at our …….., branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and Delivered by ……..Company

By the hand of Mr./Ms.....its... and authorised official

(Signature of the Authorised Signatory)
(Official Seal)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Ministry of Road Transport and Highways

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF SURETY BOND
[Performance Security/Additional Performance Security]

To
_____{Authority}
_____

WHEREAS_____[name and address of Contractor]_____ (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No. _____Dated_____ for _____{Project Name}_____ (hereinafter called the "Contract").

AND WHEREAS the Contract requires the Contractor to furnish an (Performance Security/Additional Performance Security) for due and faithful performance of its obligations, under and in accordance with the Contract, during the (Construction Period/ Defects Liability Period and Maintenance Period) in a sum of _____Rs. _____ (Rupees…… crore) (the "Surety Bond amount").

AND WHEREAS we,……..through our branch at ..... (the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer herby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the (Construction Period/ Defects Liability Period and Maintenance Period under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of SE, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of

the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Surety Bond shall cease to be in force and effect on _____Unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer & the Authority that the envelope was so posted shall be conclusive.

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

12. This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

13. This Surety Bond shall also be operatable at our_____ branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

14. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and sealed this _____Day of_____2024 _____ at ____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

_____

SIGNED, SEALED AND DELIVERED

For and on behalf of the bank by

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – National Highways and Infrastructure Development Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY BOND FOR BID SECURITY

Surety Bond No…….

Dated :…….

1. In consideration of you, The National Highway & Infrastructure Development Corporation Limited represented by xxxxxxx, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of M/s xxxxxxx (a company registered under Companies Act, 1956/2013) and having its registered office at xxxxxxx (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the "xxxxxxx" Project on EPC basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated xxxxxxx issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we xxxxxxxx (Name of the Surety Insurer") having our registered office at xxxxxxxx and one of its branches at xxxxxxxx (Hereinafter referred to as the "Surety Insurer"), at the request of the Bidder, do hereby in terms of Clause 1.2.10 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. xxxxxxxx (Rupees xxxxxxxx only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. xxxxxxxx (Rupees xxxxxxxx only).

4. This Surety Bond shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Surety Insurer and sent by courier or by certified e-mail to the Surety Insurer at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name Surety Insurer along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

12. The Bank Surety Insurer that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. xxxxxxxx (Rupees xxxxxxxx only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before xxxxxxxx (indicate date falling xxx days after the BID Due Date)].

14. This Surety Bond shall also be operatable at our xxxxxxxx Branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension / renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

15. The Insurance Surety Bond shall be verified from the branch concerned/ specific portal created for this purpose.

Signed and sealed this ……. day of ……., 20…… at ……..

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature) (Name) (Designation) (Code Number) (Address)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – National Highways and Infrastructure Development Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

PERFORMANCE SURETY BOND

To

xxxxxxxxx,

National Highways & Infrastructure Development Corporation Limited,

xxxxxxxxx

Surety Bond No. : xxxxxxx

Date : xxxxxxxx

Amount : xxxxxxxx

Valid Up to : xxxxxxxx

Claim Up to : xxxxxxxx

WHEREAS:

(A) xxxxxxxxxx, xxxxxx Address xxxxxxxxx (hereinafter called the "Contractor") and xxxxxxxx, National Highways & Infrastructure Development Corporation Limited, xxxxxxxxxxxxxx, (hereinafter called the "Authority") have entered into an agreement, Letter of Acceptance (LOA) No. xxxxxxxxxxx (hereinafter called the "Agreement") for the construction of "xxxxxxxxxxxx" subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Contractor to furnish an Performance Security / Additional Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period/ Defects Liability Period and Maintenance Period} (as defined in the Agreement) in a sum of Rs. xxxxxx /- (Rupees xxxxxx Only) (the "Surety Bond Amount").

(C) We, xxxxxx through our branch at xxxxxx (the "Surety Insurer") have agreed to furnish this Surety Insurer Guarantee (hereinafter called the "Surety Bond") by way of Performance Security / Additional Performance Security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, resource, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of General Manager of NHIDCL, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators, or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any change in the constitution of the Contractor and/or the Surety Insurer,

whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Surety Insurer shall not be released from it liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of this rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.

7. Notwithstanding anything contained hereinabove, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Surety Bond shall cease to be in force and effect on xxxxxx Unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

12. This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

13. This Surety Bond shall also be operatable at our xxxxxx Branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

14. The Insurance Surety Bond shall be verified from the branch concerned/ specific portal created for this purpose.

Signed and sealed this xxx day of xxx, xxxx at xxxx.

Authorized Signatory

Name:

Designation:

Employee Code:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – National Hydroelectric Power Corporation

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Format 6.3 A(II)- Format for Insurance Surety Bond for Earnest Money Deposit

Format of Insurance Surety Bond for Earnest Money Deposit

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:_____

(Name of Contract)

To:

(NHPC Limited,

Sector 33, Faridabad,

Haryana 121003)

WHEREAS (name of Bidder) (hereinafter called “the Bidder”) has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called “the Bid”)

KNOW ALL PERSONS by these present that We ..... (name of Insurance Company) of ..... (address of Insurance Company) (hereinafter called “the Surety”), are bound unto NHPC Limited (a Govt. of India Enterprises) (hereinafter called “the Employer”) for the sum of ..... (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.

2. If the Bidder, having been notified of the acceptance of its Bid by the NHPC Ltd. during the period of bid validity.

c) fails or refuses to sign the Contract Agreement when required, or

d) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the NHPC Ltd. up to the above amount upon receipt of its first written demand, without the NHPC Ltd. having to substantiate its demand, provided that in its demand the NHPC Ltd. will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the ..... (name of Insurance Company), utilizing the credit limit of M/s .....(name of contractor) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

_____

in the capacity of

_____

Common Seal of the Insurance Company with complete address including Tel. Nos. / e-Mail Id.

Staff Authority No. of the officer of the Insurance Company /Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EANEST MONEY DEPOSIT

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.

2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.

3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.

4. Stamp paper shall be purchased in the name of Insurance Company issuing the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.

6. Irrevocable, valid and fully enforceable Insurance Surety Bond in favor of the Employer (NHPC Ltd.) issued by any Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in Indian currency (INR) only is acceptable to the NHPC Ltd.

7. Insurance Surety Bond for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the NHPC Ltd. (authority inviting tenders) with a forwarding letter.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – National Hydroelectric Power Corporation

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Format 6.3 B(II) - Format for Insurance Surety Bond for Performance Bank Guarantee

FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date.....

To,

[NHPC Limited,

Sector 33, Faridabad,

Haryana 121003]

Dear Sirs,

In consideration of the ... [NHPC Limited, Sector 33, Faridabad, Haryana 121003]..... (hereinafter referred to as the 'NHPC Ltd.' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s .....[Contractor's Name]..... 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 NHPC Ltd.'s Letter of Acceptance No..... dated..... and the same having been acknowledged by the contractor, for ----------[Contract sum in figures and words] for ……[Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(*).....of the said value of the aforesaid work under the Contract to the NHPC Ltd.

We .....[Name & Address of the Insurance Company].....having its Head Office at.....(hereinafter referred to as the 'Surety, 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 NHPC Ltd., on demand any and all monies payable by the Contractor to the extent of .....(*)..... as aforesaid at any time upto .....(@)..... [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 NHPC Ltd. on the Insurance Company shall be conclusive and binding notwithstanding any difference between the NHPC Ltd. and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the NHPC Ltd. and further agrees that the guarantees herein contained shall continue to be enforceable till the NHPC Ltd. discharges this guarantee or till ……(+)…….. [days/month/year] whichever is earlier.

The NHPC Ltd. shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The NHPC Ltd. 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 forbear to enforce any covenants, contained or implied, in the Contract between the NHPC Ltd. and the Contractor or any other course or remedy or security available to the NHPC Ltd. The Insurance Company shall not be released of its obligations under these presents by any exercise by the NHPC Ltd. 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 NHPC Ltd. or any other indulgence shown by the NHPC Ltd. or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the .....(Name of Insurance Company), utilizing the credit limit of M/s .....(name of contractor) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI) and also agrees that the NHPC Ltd. at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first

instance without proceeding against the Contractor and notwithstanding any security or other guarantee the NHPC Ltd. may have in relation to the Contractor's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed _____(*)____.
ii) This Insurance Surety Bond shall be valid upto _____(+)_____.
iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if NHPC Ltd. serves upon Surety a written claim or demand on or before _____(@)_____

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

WITNESS

.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
.....	.....
(Official Address)	(Designation with Stamp of Insurance Company)/with staff Authority no.

Complete Address of the Insurance Company with Telephone No. and eMail Id.

Notes:

1. (*) This sum shall be as per Clause 3.24 of RfS denominated in the Indian currency.
   (@) This date will be Ninety (90) days beyond the issue of Defects liability Certificate as specified in the Contract.
   (+) This date will be the date of issue of Defects Liability Certificate.
2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.
   In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.
3. Insurance Surety Bond is required to be submitted directly to the NHPC Ltd. by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., eMail Id and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – National Thermal Power Corporation

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond towards Bid Security
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No. .....
Date.....

To
[Employer's Name and Address]

Dear Sirs,
In accordance with Invitation for Bids under your Bid Document No. ....., M/s.....[Bidder's Name] ..... having its Registered/ Head Office at ..... (hereinafter called the 'Bidder') wish to participate in the said bid for [Name of Package] .....

As an irrevocable Insurance Surety Bond against Bid Security for an amount of .....(*) ..... valid for..... days from .....(**)..... required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the ..... [Name & address of the Insurer] .....having our Head Office at ..... (#) ..... guarantee and undertake to pay immediately on demand by NTPC Limited (hereinafter called the 'Employer') the amount of .....(*) .....without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto.....(@) ..... If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ....[Bidder's Name] ..... on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....
(Signature)
.....
(Name)
.....
(Designation with Insurer Stamp)
Authorised Vide
Power of Attorney No.....
Date.....

NOTE: 1. (*) The amount shall be as specified in the SPC.
(**) This shall be the date of opening of Techno-Commercial bids.
(#) Complete mailing address of the Head Office of the Insurer to be given.
(@) This date shall be forty five (45) days after the last date for which the bid is valid.
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon

or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – National Thermal Power Corporation

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond towards Performance Security
(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 the NTPC Limited (Hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Seller's Name] ..... with its Registered /Head Office at ..... (Hereinafter referred to as the 'Seller', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Purchaser's Purchase Order No. ..... dated..... and the same having been unequivocally accepted by the seller, resulting into a Contract bearing No..... dated ....., valued at ..... for ..... and the Seller 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 Employer.

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 Purchaser, on demand any and all amount payable by the Seller to the extent of .....(*) ..... as aforesaid at any time up to .....(@) ..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Seller. Any such demand made by the Purchaser on the Insurer shall be conclusive and binding notwithstanding any difference between the Purchaser and the Seller 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 Purchaser and further agrees that the guarantee herein contained shall be enforceable till the purchaser discharges this guarantee.

The Purchaser 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 performance of the Contract by the Seller 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 Purchaser 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 Seller, 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 Purchaser and the Seller or any other course or remedy or security available to the Purchaser. The Insurer shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the 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 Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Purchaser at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Seller and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Seller's 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 .....[Seller's Name} ..... on whose behalf this Insurance Surety Bond has been given.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

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

WITNESS:

1. .....
(Signature)
.....
(Name)
.....
(Official Address)

.....
(Signature)
.....
(Name)
.....
(Designation with Insurer Stamp)

Authorised Vide Power of
Attorney No.....
Date.....

2.....
(Signature)
.....
(Name)
.....
(Official Address)

Notes : 1. (*) This sum shall be three percent (03%) of the Contract Price.
(@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.
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 Purchaser shall be the Creditor, the Seller 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 should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, the Seller is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Seller is required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – NTPC Renewable Energy Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

2C. Form of Insurance Surety Bond towards Bid Security

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

Insurance Surety Bond No. .....

Date.....

To

NTPC Renewable Energy Limited

NTPC REL Office

4th Floor, NETRA Building

E-3, Ecotech-II, Udyog Vihar, Greater Noida

Gautam Buddha Nagar, Uttar Pradesh, India, PIN – 201306

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. XXXXXXXXXXXX, M/s.....[*Bidder's Name*..…….. having its Registered/ Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said bid for XXXXXXXXXXXXX.

As an irrevocable Insurance Surety Bond against Bid Security for an amount of .....(*)…….. valid for..... days from.....(**)…… required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the ..... *[Name & address of the Insurer]*.....having our Head Office at ..... (#)…….. guarantee and undertake to pay immediately on demand by **NTPC Renewable Energy Limited** *(hereinafter called the 'Employer')* the amount of.....(*)……without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto.....(@)…….. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ....*[Bidder's Name]*.…….. on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp onthis..... day of ..... 20..... at.....

.....

(Signature)

.....

(Name)

.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(Designation with Insurer Stamp)

Authorised Vide Power of Attorney No.....

Date.....

NOTE: 1. (*) The amount shall be as specified in the Bid Data Sheets.

(**) This shall be the date of opening of Techno-Commercial bids.

(#) Complete mailing address of the Head Office of the Insurer to be given.

(@) This date shall be forty-five (45) days after the last date for which the bid is valid.

2 The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3 The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4 The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/estamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5 While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – NTPC Renewable Energy Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form of Insurance Surety Bond towards Performance Security (For First, Second & Third Contract)

(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 the ..... *[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 M/s..... *[Contractor's Name]*..... 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 Employer's Notification of Award No. ..... dated..... and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing

No..... dated....., valued at ..... for ..... 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 Employer.

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 up to .....(@)..... *[days/month/year]* without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the 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 performance of the Contract by the Contractor 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 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 Employer and the Contractor 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 by the Employer of its liberty with reference to the 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.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's 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 .....*[Contractor's Name]*..... on whose behalf this Insurance Surety Bond has been given.

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

WITNESS :

1 ……
(Signature)

……
(Name)

……
(Official Address)

……
(Signature)

……
(Name)

……
(Designation with Insurer Stamp)

Authorised vide Power of Attorney No……

Date…….

2 ……
(Signature)

……
(Name)

……
(Official Address) **Notes :**

1. (*) This sum shall be Ten percent (10%) of the Contract Price.

(@) This date will be ninety (90) days beyond the Defect liability period (for First/ Second Contracts) and ninety (90) days beyond the O&M Period (for Third Contract) as specified in relevant clause of SCC.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

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 Contractor 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 should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/Insurer issuing the Insurance Surety Bond.

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.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – OIL AND NATURAL GAS CORPORATION LTD.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Proforma of Unconditional and Irrevocable Insurance Surety Bond towards Bid Security (For Indian Bidders) BID BOND

Ref. No.....

Insurance Surety Bond No.…….....

Dated ..…….....

To,

Oil & Natural Gas Corporation Ltd.

_____

_____

Dear Sirs,

1. Whereas Oil & Natural Gas Corporation Ltd. incorporated under the Companies Act, 1956, having its registered office at Deen Dayal Urja Bhawan, 5 Nelson Mendela Marg, Vasant Kunj, New Delhi – 110070 - India and one of its offices at _____ (hereinafter called `ONGC' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. _____ _____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid bearing Reference No..... and Bidder having agreed to furnish , as a condition precedent for participation in the said tender, an unconditional and irrevocable Insurance surety Bond of Indian Rupees (in figures)_____ (Indian Rupees (in words)_____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by ONGC which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We (name of Indian Insurance Company) _____, registered under the laws of India having head/registered office at _____ and registered with Insurance Regulatory and Development Authority of India(IRDAI) (hereinafter referred to as "the Insurer" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by ONGC, the amount of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____ only) in aggregate at any time without any demur and recourse, and without ONGC having to substantiate the demand. Any such demand made by ONGC shall be conclusive and binding on the Insurer and the Insurer shall immediately remit the amount to ONGC in the manner provided at para 7 below irrespective of any dispute or difference raised by the Bidder.

3. The Insurer confirms that this Insurance Surety Bond has been issued with observance of appropriate laws of the country of issue i.e. India.

4. The Insurer also agree that this Insurance Surety Bond shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where NIT has been invited.

5. This Insurance Surety Bond shall be irrevocable and shall remain in force upto _____ which includes thirty days after the period of bid validity and any demand/claim in respect thereof should reach the Insurer (through email or registered post or speed post or courier) on of before_____(Indicate date of expiry of claim period which includes minimum one month period from the date of expiry of this Insurance surety Bond).

6. Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is limited to Indian Rs (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

and this Insurance Surety Bond shall remain in force until …….. (indicate the date of expiry of Insurance Surety Bond)

7. All Claims of ONGC (beneficiary) against this Insurance Surety Bond, shall be remitted by the ……..……..(Insurer's name to be inserted) to the following account of ONGC only through electronic transfer of funds, unless otherwise specifically communicated by ONGC:

Beneficiary Account Name: Oil and Natural Gas Corporation Limited
Bank Name: State Bank of India, Address - Corporate Accounts Group-II, 4th and 5th Floor, Redfort Capital Parsvanath Towers, Bhai Veer Singh Marg, Gole Market New Delhi 110 001 FAX No.011- 23745580
Email: agmib.cag2del@sbi.co.in
Bank Account No.: 30523059388
IFSC Code: SBIN0017313
Account holder name ONGC Ltd
Branch Code : 17313
IFSC Code SBIN0017313
Swift Code SBININBB824

8. Any claim under this Insurance Surety Bond must be received by Insurer on or before _____(Indicate date of expiry of claim period which includes minimum one month period from the date of expiry of this Insurance Surety Bond). If no such claim has been received by us on or before the said date, the rights of ONGC under this Insurance Surety Bond will cease. However, if such a claim has been received by us on or before the said date, all the rights of ONGC under this Insurance Surety Bond shall be valid and shall not cease until Insurer has satisfied that claim.

9. The Insurer hereby agrees to waive rights of subrogation against ONGC and its respective directors, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above.

In witness whereof, the Insurer, through its authorised officer, has set its hand and stamp on this ..... day of ..... at .....

(Signature)

Full name, designation and official address (in legible letters) with Insurer's stamp.

Dated ……

Note:
(i) This Insurance Surety Bond/all further communications relating to the Insurance Surety Bond should be forwarded to following address only:
OIL AND NATURAL GAS CORPORATION LTD.
Central Digital IT Procurement Group,
CPD 8th, FLOOR, SCOPE MINAR BUILDING, CORE-IV, SOUTH BLOCK, LAXMI NAGAR, DELHI-92
(i) Insurance Surety Bond, duly executed as per the above format, is to be enclosed with the offer.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – OIL AND NATURAL GAS CORPORATION LTD.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Proforma of Unconditional and Irrevocable Insurance Surety Bond towards Performance Security (For Indian Bidders)

Ref. No._____
Insurance Surety Bond No _____
Dated_____

To,

Oil & Natural Gas Corporation
_____
_____
India

Dear Sirs,

1. In consideration of Oil & Natural Gas Corporation Limited, incorporated under the Companies Act, 1956, having its Registered Office at Deen Dayal Urja Bhawan, 5 Nelson Mendela Marg, Vasant Kunj, New Delhi - 110070, India and one of its offices at _____ (hereinafter referred to as `ONGC', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a contract No. _____ dated _____ (hereinafter called 'the Contract' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____(hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and ONGC having agreed that the Contractor shall furnish to ONGC a performance guarantee (Unconditional Insurance Surety Bond) for Indian Rupees/US$ ..... for the faithful performance of the entire contract.

2. We (name of Indian Insurance Company) _____ registered under the laws of _____ having head/registered office at _____ and registered with Insurance Regulatory and Development Authority of India(IRDAI) (hereinafter referred to as "the Insurer", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing (through email or registered post or speed post or courier) any /all moneys to the extent of Indian Rs. (in figures) _____ (Indian Rupees(in words)_____) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by ONGC on the Insurer by serving a written notice shall be conclusive and binding, without any proof, on the Insurer as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee (Insurance Surety) herein contained shall be unconditional and irrevocable and shall continue to be enforceable until it is discharged by ONGC in writing. This guarantee (Insurance Surety) shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the Insurer.

3. The Insurer also agrees that ONGC at its option shall be entitled to enforce this Guarantee (Unconditional Insurance Surety Bond) against the Insurer in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that ONGC may have in relation to the Contractor's liabilities.

4. The Insurer further agrees that ONGC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in ONGC against the said Contractor(s) and to forbear or enforce

any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of ONGC or any indulgence by ONGC to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Insurer further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of ONGC under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till ONGC discharges this Insurance Surety Bond in writing, whichever is earlier.

6. This Insurance Surety Bond shall not be discharged by any change in our constitution, in the constitution of ONGC or that of the Contractor.

7. The Insurer confirms that this guarantee has been issued with observance of appropriate laws of the country of issue ie. India.

8. The Insurer also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed..

9. Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is limited to Indian Rs (in figures) _____ (Indian Rupees (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of Insurance Surety Bond) _____.

10. All Claims of ONGC (beneficiary) against this Insurance Surety Bond, shall be remitted by the ……..……..(Insurer's name to be inserted) to the following account of ONGC only through electronic transfer of funds, unless otherwise specifically communicated by ONGC:

Beneficiary Account Name: Oil and Natural Gas Corporation Limited
Bank Name: State Bank of India, Address - Corporate Accounts Group-II, 4th and 5th Floor, Redfort Capital Parsvanath Towers, Bhai Veer Singh Marg, Gole Market New Delhi 110 001 FAX No.011- 23745580
Email: agmib.cag2del@sbi.co.in
Bank Account No.: 30523059388
IFSC Code: SBIN0017313
Account holder name ONGC Ltd
Branch Code : 17313
IFSC Code SBIN0017313
Swift Code SBININBB824

11. Any claim under this Insurance Surety Bond must be received by us on or before_____ (Indicate date of expiry of claim period which includes minimum one month period from the the expiry of this Insurance Surety Bond). If no such claim has been received by us on or before the said date, the rights of ONGC under this Insurance Surety Bond will cease. However, if such a claim has been received by Insurer on or before the said date, all the rights of ONGC under this Insurance Surety Bond shall be valid and shall not cease until Insurer has satisfied that claim.

12. The Insurer hereby agrees to waive rights of subrogation against ONGC and its respective directors, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

In witness whereof, the Insurer, through its authorised officer, has set its hand and stamp on this ..... day of ..... at .....

---------- (Signature)

Full name, designation and official address (in legible letters) with Insurer's stamp.

Dated ……

Note:

(ii) This Insurance Surety Bond/all further communications relating to the Insurance Surety Bond should be forwarded to following address only:

OIL AND NATURAL GAS CORPORATION LTD.
Central Digital IT Procurement Group, CPD
8th, FLOOR, SCOPE MINAR BUILDING,
CORE-IV, SOUTH BLOCK, LAXMI NAGAR, DELHI-92

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – SJVN Green Energy Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Bid Security Form- Insurance Surety Bond

(To be stamped in accordance with Stamp Act, if any, of the country of the issuing Insurer)

Insurance Surety Bond No. .....

Date. .....

To,

Dy. General Manager

(Contracts), SJVN Green

Energy Limited

Corporate Headquarter, Shakti Sadan, Shanan,

P.O. Malyana, Shimla –171006 (H.P.)

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. ……. M/s.....having its Registered/ Head Office at ..... (hereinafter called the Bidder') wish to participate in the said bid for **"……..."**

As an irrevocable Insurance Surety Bond against Bid Security for an amount of…….. (*) .....valid upto 45 days after .....(**)……. required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the ..... [Name & address of the Insurer] ..... having our Head Office at .....(#)……. guarantee and undertake to pay immediately on demand by SGEL, The amount of .....(*)..... without any reservation, protest, demand and recourse. Any such demand made by the 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Insurance Surety Bond shall be irrevocable and shall remain valid upto .....@.....If any further extension of this Insurance Surety Bond 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 Insurance Surety Bond is issued.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on Dated this.....day of.....20... .....at.....

WITHNESS

....

(Signature) (Signature)

....

(Name) (Name)

....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(Official Address)

(Designation with Insurer Stamp)

Attorney as per
Power of Attorney
No.....

Date.....

NOTE: 1. (*) The amount shall be as specified in NIT

(**) This shall be the date of expiry of Bids validity

(#) Complete mailing address of the Head Office of the Insurer to be given

(@) This date shall be forty-five (45) days after the last date for which the bid is valid

1) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

2) The Employer shall be the Creditor, the Bidder shall be the principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer

3) The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The stamp paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – SJVN Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT FOR INSURANCE SURETY BOND TOWARDS EARNEST MONEY DEPOSIT

Reference: ……

Insurance Surety Bond No.: .....…

Date: .....

In consideration of the…….[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for [Insert subject of the RfS] of the cumulative capacity of……. MW [Insert cumulative Bid capacity/ Contracted Capacity proposed] for supply of power there from on long term basis, in response to the RfS No. _____dated_____ issued by SJVN Limited (hereinafter referred to as SJVN) and SJVN considering such response to the RfS of[Insert the name of the Bidder] as per the terms of the RfS, the [Insert name & address of Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)] hereby agrees unequivocally, irrevocably and unconditionally to pay to SJVN at [Insert Name of the Place from the address of SJVN] forthwith without demur on demand in writing from SJVN or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees……..[Insert amount not less than that derived on the basis of Rs. ---------- Lakhs per MW of Bid capacity / Contracted Capacity proposed], only, on behalf of M/s_____[Insert name of the Bidder] within 07 working days from the date of receipt of written demand by SJVN.

This guarantee shall be valid and binding on [Insert name of Insurance Company] up to and including ……[insert date of validity in accordance with Clause No. ---------- of this RfS] and shall not be terminable by notice or any change in the constitution of [Insert name of Insurance Company] or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR……(Indian Rupees only). Our Guarantee shall remain in force until…….. [insert date of validity in accordance with Clause No. ---------- of this RfS]. SJVN shall be entitled to invoke this Guarantee till……..[insert date of validity in accordance with Clause No. ---------- of this RfS].

The Guarantor Insurance Company hereby agrees and acknowledges that the SJVN shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Guarantor Insurance Company hereby expressly agrees that it shall not require any proof in addition to the written demand by SJVN, made in any format, raised at the above-mentioned address of the Guarantor Insurance Company, in order to make the said payment to SJVN.

The Guarantor Insurance Company shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by……..[Insert name of the Bidder] and/ or any other person. The Guarantor Insurance Company shall not require SJVN to justify the invocation of this Insurance Surety Bond, nor shall the Guarantor Insurance Company have any recourse against SJVN in respect of any payment made hereunder.

This Insurance Surety Bond shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Insurance Company represents that this Insurance Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Insurance Company in the manner provided herein.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Insurance Company.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

This Insurance Surety Bond shall be a primary obligation of the Insurance Company and accordingly SJVN shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SJVN or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is restricted to INR…….(Indian Rupees…….Only) and it shall remain in force until……..[Date to be inserted on the basis of Clause No. ---------- of this RfS].

We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only if SJVN serves upon us a written claim or demand.

Signature:……..

Name:……..

Power of Attorney No.: …..

For

[Insert Name and Address of the Insurance Company] ……..

Contact Details of the Insurance Company:

E-mail ID of the Insurance Company:

Insurance Company's Stamp and Full Address.

Dated this ……..day of……. , 20…….

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Solar Energy Corporation of India Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT OF INSURANCE SURETY BOND TOWARDS EMD

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT OF INDIA)

Insurance Surety Bond No.:

Date:

To,

Solar Energy Corporation of India Limited,

6th Floor, Plate-B, NBCC Office Block Tower-2,

East Kidwai Nagar, New Delhi - 110 023

Dear Sir,

In accordance with your RfS No. ……dated ……., M/s ……[Insert name of the Bidder] having its Registered/Head Office at…… [Insert address of the bidder] (hereinafter referred to as 'bidder') wish to participate in the said bid for ……..[Insert name of the RfS].

As an irrevocable Insurance Surety Bond against Bid Security for an amount of ..... [Insert amount not less than that derived in line with Clause 16 of the RfS] valid for……[insert date of validity in accordance with Clause No. 16 of this RfS] required to be submitted by the bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the RfS Documents.

We, the…… [Insert name of the Insurer] having our Head Office at ……..[Insert address of the Insurer] guarantee and undertake to pay immediately on demand by Solar Energy Corporation of India Limited (hereinafter referred to as 'SECI') the amount of ..... [Insert amount not less than that derived in line with Clause 16 of the RfS] without any reservation, protest, demand and recourse. Any such demand made by SECI shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto..... [insert date of validity in accordance with Clause No. 16 of this RfS]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ……[Insert name of the Bidder] on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this ..... day of ..... 20..... at .....

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Authorized Vide Power of Attorney PoA No.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Date.....

NOTE:

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

2. SECI shall be the Creditor, the bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of bidder/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Solar Energy Corporation of India Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT OF INDIA)

Insurance Surety Bond No.:

Date:

To

Solar Energy Corporation of India Limited,

6th Floor, Plate-B, NBCC Office Block Tower-2,

East Kidwai Nagar, New Delhi - 110 023

Dear Sir,

In consideration of Solar Energy Corporation of India (which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Insert name of Solar Power Developer]..... with its Registered/Head Office at..... (Hereinafter referred to as the 'Solar Power Developer' or 'SPD', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), the project of capacity of …….MW for supply of power there from on long term basis, in response to the RfS dated…… issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) by issuing Letter of Award No. ……dated…….. and the same having been unequivocally accepted by the SPD, resulting into a Power Purchase Agreement (PPA) to be entered, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s ……. {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable] and the SPD having agreed to provide a Performance Guarantee of the amount up to and not exceeding Indian Rupees ……..[Total Value] only.

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 SECI, on demand any and all amount payable by the SPD to the extent of amount up to and not exceeding Indian Rupees _____ [Total Value] as aforesaid at any time up to ..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the SPD. Any such demand made by SECI on the Insurer shall be conclusive and binding notwithstanding any difference between the SECI and the SPD 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 SECI and further agrees that the guarantee herein contained shall be enforceable till SECI discharges this guarantee.

SECI 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 performance of the Contract by the SPD 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, SECI 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 SPD, 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 Power Purchase Agreement between SECI and SPD or any other course or remedy or security available to SECI. The Insurer shall not be released of its obligations under these presents by any exercise by SECI of its liberty with reference to the 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 SECI or any other indulgence shown by SECI or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

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

Notwithstanding anything contained hereinabove our liability under this Insurance Surety

Bond is restricted to INR …….. (Indian Rupees …… only) 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 .....[SPD's Name] on whose behalf this Insurance Surety Bond has been given.

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

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer stamp)

Authorized Vide Power of Attorney No..... Date.....

WITNESS :

1.....

(Signature)

.....

(Name)

.....

(Official Address)

2. .....

(Signature)

.....

(Name)

.....

(Official Address)

Notes :

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

2. SECI shall be the Creditor, the SPD 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.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of SPD/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Telecommunications Consultants India Ltd

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT FOR INSURANCE SURETY BOND FOR EMD / BID SECURITY

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

(TO BE ISSUED FROM A DELHI BRANCH)

This BOND is made as a deed AMONG the following parties

The "Bidder" as contractor……..(name and address)

The "Surety Insurer" as guarantor (name and address) and "Purchaser" as Telecommunications Consultants India Limited, (TCIL), TCIL Bhawan, Greater Kailash – I, New Delhi – 110048.

Whereas…….(hereinafter called "the Bidder") has submitted its bid dated …… for the ……vide Tendor No. ……dated……..

KNOW ALL MEN by these presents that We…….Of……Having our registered office at……..(hereinafter called the "Surety Insurer") irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents and the RFP Document by the Bidder and are irrevocably and unconditionally bound unto Telecommunications Consultants India Limited (hereinafter called "the Purchaser") to the sum of Rs. ……for which the payment will and truly to be made of the said Purchaser, the Surety Insurer binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or

2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity

i. Fails or refuses to execute the Contract, if required; or

ii. The successful bidder fails to submit performance guarantee / security within the prescribed time.

or

iii. The proceeds of Surety Bond (EMD) shall be payable to TCIL in case of breach of any of the terms and conditions of the tender by the bidder.

We, the Surety Insurer, undertake to immediately and forthwith pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

This Surety Bond will remain in force up to and including THIRTY (30) days after the period of bid validity and any demand in respect thereof should reach the Surety Insurer not later than the specified date/dates. TCIL shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions in the said Bidding Documents or to extend time for submission of the Bids or the bid validity period or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder and the Surety Insurer shall not be released from its liability under these presents by any exercise by the TCIL of the liberty as aforesaid or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or releasing the Surety Insurer from its such liability.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

The parties acknowledge and agree that neither this Surety Bond nor any obligations hereunder are transferable or assignable.

The Surety Insurer declares that this Insurance Surety Bond is issued as per applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

Name & Signature of witness	Signature of the authorized Surety Insurer
Address of witness	Name
	Signed in Capacity of
	Full address of Branch
	Tel No. of Branch
	Fax No. / email of Branch

Notes:

1) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2) The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s).
3) The executing officer of the Surety Bond will indicate his name, designation, and Power of Attorney No. on last page of the Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Telecommunications Consultants India Ltd

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE /

PERFORMANCE SECURITY

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

(TO BE ISSUED BY A DELHI BRANCH)

M/s Telecommunications Consultants India Ltd.,

TCIL Bhawan, Greater Kailash-I

New Delhi 110 048 (INDIA)

Surety Bond No: _____

This BOND is made as a deed AMONG the following parties

The “Supplier” as contractor…….(name and address)

The “Surety Insurer” as guarantor (name and address) and “Purchaser” as Telecommunications Consultants India Limited, (TCIL), TCIL Bhawan, Greater Kailash -I, New Delhi 110048

WHEREAS TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi 110048 (INDIA) (hereinafter referred to as “TCIL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) has accepted the bid of the Supplier in relation to the Tender/RFP/EOI Number……. dated ……..and having entered into an agreement dated ……./ issued Purchase Order with No._____ dated _____ with/on M/s _____ (hereinafter referred to as "The Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials and/or Services as per terms and conditions given in the Agreement dated _____ / Purchase Order No. _____ dated _____ and TCIL having agreed that the Supplier shall furnish to TCIL a Surety Bond for the faithful performance of the entire contract, to the extent of xx% (xx percent) of the value of the Purchase Order / Agreement i.e. for Rs _____.

1. We, _____(“The Surety Insurer”) which shall include OUR successors, administrators and executors irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the said Agreement/PO by the said Supplier and unconditionally and irrevocably undertake to pay forthwith to the TCIL an amount of Rs.*** ** (Rupees mary obligation without any demur, reservation, recourse, contest or protest and without reference to the Supplier, if the Supplier shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Agreement/PO.

2. Hereby, we undertake to pay up to but not exceeding _____ (say _____

Only) upon receipt by us of TCIL’s first written demand accompanied by TCIL’s declaration stating that the amount claims is due by reason of the Supplier having failed to perform as per the Purchase Order / Agreement and despite any contestation on the part of above named supplier. Any such written demand made by the TCIL stating that the supplier is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Agreement/PO shall be final, conclusive and binding on the surety Insurer, notwithstanding any differences between the TCIL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other TCIL.

3. TCIL shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions in the said Agreement/PO or to extend time for fulfillment and compliance with all or any of the terms and conditions contained in the said Agreement/PO by the said supplier or to postpone for any time and from time to time any of powers exercisable

by it against the said supplier and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Agreement/PO, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the TCIL of the liberty with reference to the matters aforesaid or by any change in the constitution of the TCIL or the Supplier or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or releasing the Surety Insurer from its such liability. In the event of extension of time for performance of the contract, the Surety Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition or protest.

4. WE hereby acknowledge and understand that it shall not be necessary for TCIL to proceed against the said supplier before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the TCIL may have obtained from the said supplier or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealized.

5. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of TCIL in writing.

6. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

7. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

8. This Surety Bond will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Surety Bond will become of no effect whatsoever whether returned to us or not.

9. The parties acknowledge and agree that neither this Surety Bond nor any obligations hereunder are transferable or assignable.

10. The Surety Insurer declares that this Insurance Surety Bond is issued as per applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

_____

Authorized Signature

Manager

Seal of Insurer Surety

Contact details

Name & Signature of witness

Address of witness

Signature of the authorized Surety Insurer

Name

Signed in Capacity of

Full address of Branch

Tel No. of Branch

Fax No. / Email of Branch

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Notes:

1) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2) The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s).
3) The executing officer of Surety Bond will indicate his name, designation, and Power of Attorney No. on last page of the Surety Bond

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Uttarakhand Project Development and Construction Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY PERFORMANCE BOND

Bond No .....
Date.....

To,
Uttarakhand Project Development and Construction Corporation Limited (UPDCC),
XXXXXXXX

Dear Sirs,

In consideration of the Uttarakhand Project Development and Construction Corporation Limited (UPDCC), XXXXXXXX (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 M/s XXXXXXXXXXXXXX with its Registered/Head Office at XXXXXXXXXX (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 Employer's Letter of Acceptance No XXXXXXXXX dated XXXXXXXX and the same having been acknowledged by the Contractor, for Rs. XXXXXXXX /- (Rupees XXXXXXXX Only) for "XXXXXXXX" and the Contractor having agreed to provide a Contract Performance Bond for the faithful performance of the entire Contract equivalent to Rs. XXXXXXXX (Rupees XXXXXXXX Only) of the said value of the aforesaid Works under the Contract to the Employer.

We (Name 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 monies payable by the Contractor to the extent of Rs. XXXXXXXX (Rupees XXXXXXXX Only) as aforesaid at any time up to XXXXXXXX without any demur, reservation, contest, recourse or protest and/or without any reference to the 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 Bond during its currency without previous consent of the Employer and further agrees that the Bond herein contained shall continue to be enforceable till the Employer discharges this Bond or till XXXXXXXX whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Bond, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this 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 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 Employer and the Contractor 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 by the Employer 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 the law would, but for this provision have the effect of relieving the Insurer.

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

i) Our liability under this Insurance Surety Performance Bond shall not exceed Rs. XXXXXXXX (Rupees XXXXXXXX Only).

ii) This Insurance Surety Performance Bond shall be valid up to XXXXXXXX.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

iii) We are liable to pay the Bond amount or any part thereof under this Insurance Surty Bond only and only if the Employer serves upon Insurer a written claim or demand on or before XXXXXXXX.

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

WITNESS

(Signature) .....

(Name).....

.....
(Official Address)

(Signature).....

(Name).....

.....
(Designation with Surety Insurer Stamp)

Attorney as per Power of Attorney
No.....
Dated.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Border Roads Organization

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for BID Security

(Refer Clauses 2.20)

To,

_____ [name of Authority]

_____ [address of Authority]

1. In consideration of you, xxxx, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of xxxxx. (a Company registered under Companies Act, 1956/2013) and having its registered office at "xxxxx (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its / their executors, administrators, successors and assigns), for the "xxxxx" (hereinafter referred to as "the project") pursuant to the RFP Document dated xxxxx issued in respect of the Project and other related documents including without limitation the draft contract agreement (hereinafter collectively referred to as "Bidding Documents"), we xxxxx (Name of Surety Insurer), having our registered office at xxxxx (hereinafter referred to as the "Surety Insurer"), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs.xxxxx (Amount in words) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. xxxxx (Amount in words).

4. This Surety Bond shall be irrevocable and remain in full force for a period of xxxxx (in words) days from the BID Due Date inclusive of a claim period of xxxxx days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered mail to the Surety Insurer at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to xxxxx (name of Surety Insurer along with branch address) and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealized.

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs.xxxxx (Amount in words). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before xxxxx.

14. This Surety Bond shall also be opera table at xxxxx from whom, confirmation regarding the issue of this Surety Bond or extension / renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. The Insurance Surety Bond shall be verified from specific portal created for this purpose.

Signed and Delivered by Surety Insurer

Authorized Signatory

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Border Roads Organization

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF PERFORMANCE SURETY BOND

[Performance Security/Additional Performance Security]

To

_____ [name of Authority]

_____ [address of Authority]

WHEREAS _____ [name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No. _____Dated _____ for construction of _____ [name of the Project] (hereinafter called the "Contract").

AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Construction Period/ Defects Liability Period and Maintenance Period} in a sum of Rs….. cr. (Rupees …….…. crore) (the "Bond Amount").

AND WHEREAS we, …….. through our branch at ..... (the "Surety Insurer") have agreed to furnish this Performance Bond (hereinafter called the "Surety Bond") by way of Performance Security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. Contract document, irrevocably, unconditionally and without reservation, guarantee the due and faithful fulfillment and compliance of the terms and conditions of the contract documents by the said contractor and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of **Rs.---------- -- (Rupees ----------Only)** (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the contractor, if the contractor shall fail to fulfil or comply with all or any of the terms and conditions contained in the said bidding documents.

2. Any such written demand made by the Employer stating that the Contractor is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the contract Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amount due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Contractor or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Contractor to fulfil and comply with the terms and conditions contained in the contract Document. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding **Rs.---------- (Rupees ----------Only).**

4. This Surety Bond shall be irrevocable and remain in full force for a period as mentioned in the notification of award and as well as in the contract document (period includes defective liability period + 28 days) or for such extended period as may be mutually agreed between the Employer and the Contractor, and

agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Employer shall be the sole judge to decide as to whether the contractor is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the contract Document and the decision of the Employer that the Contractor is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Contractor or any dispute pending before any Court, Tribunal, arbitrator or any other Authority.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Employer shall be entitled to treat the Surety Insurer as the Principal Debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said contract Document or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said contract Document by the said contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or forbear from enforcing any of the terms and conditions contained in the said contract Document or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

9. We, the Surety Insurer undertakes to make the payment on receipt of Employer's notice of claim on us addressed to ----------and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Employer may have obtained from the said Contractor or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealized.

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Employer in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to **Rs.----------(Rupees----------Only)**. The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before ---.---.---.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

14. This Surety Bond shall also be operatable at our----------branch at----------, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and Delivered by----------General Insurance Company Limited

Signature of the Authorized Signatory

(Official seal)

----------General Insurance Company Limited is registered with IRDAI License No.----------

The stamp duty applicable for the policy as per Indian Stamp Act 1899 has been paid via e-stamping facility.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Gas Authority of India Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To, M/s GAIL (India) Limited _____	Insurance Surety Bond No.	
	Date of Insurance Surety Bond	
	Insurance Surety Bond Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),
In accordance with Tender Document under your reference No _____ M/s. _____ having their Registered / Head Office at _____ (hereinafter called the Tenderer/Bidder), wish to participate in the said tender for _____. As an irrevocable Insurance Surety Bond against Earnest Money Deposit for the amount of _____ is required to be submitted by the Bidder as a condition precedent for participation in the said Tender Document which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____ [Name & address of the Insurer] at _____having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by GAIL (India) Ltd., the amount _____ _____ without any reservation, protest, demur and recourse. Any such demand made by GAIL (India) Ltd., shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Insurance Surety Bond shall be irrevocable and shall remain valid up to _____ [this date should be three (03) months beyond the validity of the bid].If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. _____ on whose behalf this Insurance Surety Bond is issued.

Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) .. . .
. . . . (currency in words only) . . . . .
b) This Insurance Surety Bond shall remain in force upto _____ (this expiry date should be three months beyond the validity of bid) and any extension(s) thereof; and
c) The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of ……(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of GAIL under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the Insurer, through its authorized officer, has set its hand and stamp on this _____day of _____ 20__ at _____.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name ……

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Designation ……..

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)
Designation with Insurer Stamp
E-Mail ID:
Telephone/Mobile No. :
Attorney as per
Power of Attorney No. _____
Date: _____

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ EARNEST MONEY" BY "INSURANCE "

a) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

d) The expiry date should be arrived at in accordance with "ITB CLAUSE 16".

e) The Insurance Surety Bond by bidders will be given from Insurer as specified in "ITB CLAUSE 16".

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Bidder must indicate the full postal address of the Insurer along with the Insurer’s E-mail / Fax / Phone from where the Insurance Surety Bond has been issued at sl.no. 29 of Form F-5.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Gas Authority of India Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s GAIL (India) Limited _____	Insurance Surety Bond No.	
	Date of Insurance Surety Bond	
	Insurance Surety Bond Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),
M/s. _____ having registered office at _____ (herein after called the "Contractor/Supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____dated_____ for GAIL (India) Limited having registered office at 16, Bhikaiji Cama Place, R.K. Puram, New Delhi (herein after called the "GAIL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the CONTRACTOR/SUPPLIER shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Insurance Surety Bond executed by Insurer, undertaking full responsibility to indemnify GAIL (INDIA) LIMITED, in case of default.

The said M/s._____ (herein after called the "insurer" which expression shall wherever the context so require include its successors and assignees) has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee in form of Insurance Surety Bond to GAIL that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to GAIL (INDIA) LIMITED we shall on first demand, pay without demur, contest, protest and/ or without any recourse to the contractor to GAIL in such manner as GAIL may direct, the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this Insurance Surety Bond, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s._____ and such postponement forbearance would not have the effect of releasing the insurer from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer,

tribunal or court or arbitrator or any other authority/forum and any demand made by you to the Insurer shall be conclusive and binding. The Insurer shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the insurer.

4. The Insurance Surety Bond herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency without your previous consent and further agrees that the Insurance Surety Bond shall continue to be enforceable until it is discharged by GAIL in writing. However, if for any reason, the Contractor/Supplier is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the insurer hereby agrees to further extend this Insurance Surety Bond at the instance of the Contractor/Supplier till such time as may be determined by GAIL. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this Insurance Surety Bond is issued.

6. Insurer also agrees that GAIL at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer (as principal debtor) in the first instant, without proceeding against the Contractor/Supplier and notwithstanding any security or other guarantee that GAIL may have in relation to the Contractor/Supplier's liabilities.

7. The amount under the Insurance Surety Bond is payable forthwith without any delay by Insurer upon the written demand raised by GAIL. Any dispute arising out of or in relation to the said Insurance Surety Bond shall be subject to the exclusive jurisdiction of courts at New Delhi.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor/Supplier up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor/Supplier to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this Insurance Surety Bond in your favour under our Memorandum and Articles of Association, and the undersigned has full power to sign and execute documents under the Power of Attorney, dated _____ granted to him by the Insurer.

10. Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .
b) This Insurance Surety Bond shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

11. The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of ……(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of GAIL under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Name ……

Designation ……..

Yours faithfully,

_____

Insurer by its Constituted Attorney
Signature of a person duly
Authorized to sign on behalf of the Insurer

INSTRUCTIONS FOR FURNISHING "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
d) The Insurance Surety Bond by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing Insurer.
e) The Insurance Surety Bond by Bidders will be given from insurer as specified in cl.no. 16 of ITB [Section-III] of Tender Document.
f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond and all future communication relating to the Insurance Surety Bond shall be forwarded to Purchaser.
g) Supplier/Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – NBCC (INDIA) LIMITED

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SECTION- OS

FORMS AND FORMATS

PROFORMA OF SURETY BOND FOR PERFORMANCE GUARANTEE

(Non-Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

NBCC (INDIA) LIMITED,

NBCC Bhawan, Lodhi Road, New Delhi - 110003

In consideration of NBCC (INDIA) LIMITED, having its Registered Office at NBCC, Bhawan, Lodhi Road, New Delhi -110003 (hereinafter called "NBCC") which expression shall unless repugnant to the subject or context include its successors and assigns, having awarded a work order/contract / supply order No. Dated (hereinafter called "the said contract") to M/s. .....having its registered Head Office at (hereinafter called the contractor / supplier) which expression shall unless repugnant to the subject or context includes its successors and assigns at a total price of Rs..... subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the contractor to furnish a Insurance Surety Bond for Rs..... (Rupees..... in words) being .....% of the total value of the contract for proper execution and due fulfilment of the terms and conditions contained in the contract.

We, the, (hereinafter called " Surety Insurer" which expression shall unless repugnant to the subject or context include its successors and assigns) having our registered office at ..... and branch office at ……. hereby unconditionally and irrevocably undertake and guarantee payment to NBCC forthwith on the same day on demand in writing and without protest or demur of any and all moneys payable by the contractor/supplier to NBCC under, in respect or in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by NBCC by reason of any breach by the contractor/supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by NBCC to the Surety Insurer with reference to this Surety Bond up to and aggregate limit of Rs..... (Rupees only) the Surety Insurer hereby agrees with NBCC that:

1. This Surety Bond shall be continuing guarantee and shall remain valid and irrevocable for all claims of NBCC and liabilities of Supplier/Contractor till the date of expiry of Surety Bond i.e The claim period of the Surety Bond shall be for a period of 12 Months after the date of expiry of Surety Bond.

2. NBCC shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by NBCC against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of NBCC or any indulgence by NBCC to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

3. This Surety Bond shall be in addition to any other Surety Bond or security whatsoever NBCC may now or at any time have in relation to the performance of the works/equipment and NBCC shall have full authority to take re-course or to enforce this security in preference to any other Surety Bond or security which the NBCC may have or obtained and no forbearance on the part of NBCC in enforcing or requiring enforcement of any other security shall have the effect of releasing the Surety Insurer from its liability hereunder.

4.This Surety Bond shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to NBCC in terms thereof are paid by the Surety Insurer or till expiry of the Surety Bond including claim period of Surety Bond , whichever is earlier.

5.The Surety Bond in no event be terminable, for any change in the constitution of the Surety Insurer or for any other reasons whatsoever and the liability of the Surety Insurer hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, or agreed with or without knowledge or consent of NBCC, by or between Supplier/ Contractor and the Surety Insurer.

6.The Surety Insurer hereby waives all rights at any time inconsistent with the terms of this Surety Bond and the obligations of the Surety Insurer in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the supplier/contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/contractor stopping or preventing or purporting to stop or prevent any payment by the Surety Insurer to NBCC in terms hereof.

7.The amount stated in any notice of demand addressed by NBCC to the Surety Insurer as liable to be paid to NBCC by the supplier/contractor or as suffered or incurred by NBCC on account of any losses or damages, costs, charges and / or expenses shall as between the Surety Insurer and NBCC be conclusive of the amount so liable to be paid to NBCC or suffered or incurred by NBCC as the case may be and payable by the Surety Insurer to NBCC in terms hereof subject to a maximum of Rs (Rupees …… only).

8.Unless demand or claim under this Surety Bond is made on the Surety Insurer in writing within 12 Months after the date of expiry of the Surety Bond , the Surety Insurer shall be discharged from all liabilities under this Surety Bond there under.

Notwithstanding anything contained herein before our liability under this Surety Bond is restricted to Rs. ..... (Rupees.....only). This Surety Bond will expire on..... Any claim under this Surety Bond must be received by us within 12 Months after the date of expiry.

This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed this ..... day of ..... at....

For and on behalf of Company

WITNESS.

1._____

_____

2._____

_____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – NLC India Limited/ NLC India Green Energy Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

ANNEXURE – I

Form of Insurance Surety Bond towards Delivery of Materials (To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date: To

NLC India Green Energy Limited (NIGEL),

Corporate Office, Block-1

Neyveli-607 801,

Cuddalore Dist, Tamil Nadu, India.

Dear Sirs,

Pursuant to a purchase order No……..with M/s……concluded with you on ……(P.O. date) the aforementioned firm undertook to deliver the following:

S.No	Description	Qty	Value

We, the undersigned (Name & Address of the Insurer) ……having our Head Office at (Local Address) …… herewith assume the Insurance Surety Bond for the fulfillment of the purchase order obligations, in accordance with the stipulations of the above mentioned purchase order entered into by and between you as buyer and M/s. ……as Seller, to the amount of Rs……(Rupees ……only) viz., 3% of the purchase order value and we irrevocably undertake to pay you upon your first demand, without any demur and without referring to any other source, the above sum or part thereof provided you advise us that M/s. ……. have failed to fulfill the terms and conditions of purchase order including the delivery obligations stipulated therein. We also declare that any such demand made on us by you shall be conclusive and binding on us, notwithstanding any difference or dispute between yourself and the seller.

The PURCHASER 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 of performance by the SELLER. The Insurer shall not be released from its liabilities under these presents by any exercise of the PURCHASER of the liberty with reference to the matter aforesaid.

The PURCHASER 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 SELLER 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 purchase order between the PURCHASER and the SELLER or any other course of remedy or security available to the PURCHASER and the insurer shall not be released of its obligations/liabilities under these presents by any exercise by the PURCHASER of his liberty with reference to

the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on the part of PURCHASER or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurance Surety Bond. The insurer further undertakes not to revoke this Insurance Surety Bond during its currency without the previous consent of the PURCHASER.

The PURCHASER shall have the fullest liberty to lodge their claims for encashment of the guaranteed sum in full or in part, in the manner suitable to them. However, payment made for a sum lesser than the guaranteed amount shall not relieve or discharge the insurer from their obligations guaranteed hereunder till the purchase order obligations are fully performed by the SELLER or the Insurance Surety Bond is discharged by the PURCHASER as the case may be and the Insurance Surety Bond shall continue to be in force till such time.

The insurer further agrees that the decision of the PURCHASER as to the failure on the part of the SELLER to fulfill their obligations and/or as to the amount payable by the insurer to the PURCHASER hereunder shall be final, conclusive and binding on the insurer.

The insurer also agrees that the purchaser shall be entitled at his option to enforce this Insurance Surety Bond against the insurer as a principal debtor, in the first instance not withstanding any other security or Insurance Surety Bond that it may have, relating to the SELLER'S liabilities.

This Insurance Surety Bond will not be discharged due to the change in the constitution of the insurer or the SELLER (S).

In accordance with the stipulation of the clause of the instructions appended to the purchase order, this Insurance Surety Bond will become invalid after completion of supplies or as soon as this letter of Insurance Surety Bond has been returned to us, at the latest, however, on……..(here mention the period or due date) unless a claim has been lodged against us under our Insurance Surety Bond until that date. This Insurance Surety Bond shall be extended from time to time for such period as may be desired by M/s……. on whose behalf this Insurance Surety Bond has been given.

In any case, our liability under this Insurance Surety Bond of performance does not exceed Rs. ……

This Insurance Surety Bond deed must be returned to us upon expiration of the period of Insurance Surety Bond.

Witnesses:

1. Signature:
   Name in Block Letters

   Letters

   Occupation

   Signature:
   Name in Block

   Designation Address Staff Code No.

   Banker's Seal

2. Signature
   Name in Block Letters

   Occupation

   Address

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Power Grid Corporation of India Ltd

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form 6c. PERFORMANCE SECURITY FORM (For Insurance Surety Bond)

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

Insurance Surety Bond No.: ……
Date: ……..

NOA/Contract No.....

……..[Name of Contract]……..

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") vide notification of award issued on ..... (insert date of the notification of award)….by you to M/s ..... (Name of Contractor) .....,

(or)

signed on .....(insert date of the Contract)……..between you and M/s ..... (Name of Contractor) ....., having its Principal place of business at……..... (Address of Contractor) ..... and Registered Office at ……....(Registered address of Contractor) ..... ("the Contractor") concerning ……..…….. (Indicate brief scope of work) ..... for the complete execution of the …… (insert name of Package alongwith name of the Project)…….. [Applicable for **Insurance Surety Bond** issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract signed on .....(insert date of the Contract)…..... between you and M/s ..... (Name of Contractor) .....,

(or)

vide notification of award issued on …….(insert date of the notification of award)….. by you to M/s ..... (Name of Contractor) ..... having its Principal place of business at ……..... (Address of Contractor) ..... and Registered Office at ……....(Registered address of Contractor)

..... ("the Contractor") and the Contract ("the Contract") signed on .....(insert date of the Contract)…..... between you and M/s ..... (Name of Associate) ....., having its Principal place of business at ……....(Address of Associate) ..... and Registered Office at ……....(Registered address of Associate)....., the Associate of the Contractor for executing the Facilities concerning ……..…….. (Indicate brief scope of work) ..... for the complete execution of the …… (insert name of Package alongwith name of the Project)…….. [Applicable for **Insurance Surety Bond** to be issued by Contractor against those Contracts awarded to their Associate]

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

By this letter we, the undersigned, ……(insert name & address of the issuing **Insurer**) ……, a **Insurer** (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at ……..(insert address of registered office of the **Insurer**)…….... do hereby irrevocably guarantee payment to you up to …….. i.e., Ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ……. (dd/mm/yy).

We undertake to make payment under this **Insurance Surety Bond** upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

2. This **Insurance Surety Bond** shall be valid upto _____*(validity date)*_____.

3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Insurer _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____ **Note:**

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.

3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

5. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form 6d. PERFORMANCE SECURITY FORM (For Insurance Surety Bond initially valid for 5 Years)

(*TO BE SUBMITTED BY THE CONTRACTOR OPTING FOR SUBMISSION OF PERFORMANCE SECURITY WITH INITIAL VALIDITY OF 5 YEARS IN ACCORDANCE WITH CLAUSE GCC 9.3.1.1)*

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

Insurance Surety Bond No.: .....…
Date: .....……..

NOA/Contract No.....

……..[Name of Contract]……..

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide notification of award issued on ..... (insert date of the notification of award)….by you to M/s ..... (Name of Contractor) .....,

(or)

signed on .....(insert date of the Contract)…..... between you and M/s ..... (Name of Contractor) ....., having its Principal place of business at ……....(Address of Contractor) ..... and Registered Office at ……....(Registered address of Contractor) ..... ("the Contractor") concerning ……..…….. (Indicate brief scope of work) ..... for the complete execution of the …… (insert name of Package alongwith name of the Project)…….. [Applicable for **Insurance Surety Bond** issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract signed on .....(insert date of the Contract)…..... between you and M/s ..... (Name of Contractor) .....,

(or)

vide notification of award issued on …….(insert date of the notification of award)….. by you to M/s ..... (Name of Contractor) ..... having its Principal place of business at ……..... (Address of Contractor) ..... and Registered Office at ……....(Registered address of Contractor) ..... ("the Contractor") and the Contract ("the Contract") signed on .....(insert date of the Contract)…..... between you and M/s ..... (Name of Associate) ....., having its Principal place of business at ……....(Address of Associate) ..... and Registered Office at ……. (Registered address of Associate) ....., the Associate of the Contractor for executing the Facilities concerning ……..…….. (Indicate brief scope of work) ..... for the complete execution of the ……

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(insert name of Package alongwith name of the Project)…….. [Applicable for **Insurance Surety Bond** to be issued by Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned, ……(insert name & address of the issuing **Insurer**) ……, a **Insurer** (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at ……(insert address of registered office of the **Insurer**)……..... do hereby irrevocably guarantee payment to you up to …….. i.e., Ten percent (10%) of the Contract Price until 60 months i.e., upto and inclusive of ……. (dd/mm/yy).

We undertake to make payment under this **Insurance Surety Bond** upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

1. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

2. This **Insurance Surety Bond** shall be valid upto _____*(validity date)*_____.

3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Insurer _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____ **Note:**

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

5. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form 13b. FORM OF EXTENSION OF INSURANCE SURETY BOND

Ref. No..... Dated:.....

To: [Name and address of the Employer]

Dear Sirs,

Sub.: Extension of **Insurance Surety Bond** No. …… …… dated …… for …….., issued to you on behalf of M/s. ……*(insert name of the* Contractor*)* …….. in respect of Contract No. ……. dated …….. for …….. *(insert name of the Package alongwith the Project name)* ……. (hereinafter called original **Insurance Surety Bond**).

At the request of M/s…… *(insert name of the* Contractor*)* …......, We ……*(insert name & address of the **Insurer**)* ……, a **Insurer** organized under the laws of ..... and having its Registered/Head Office at …..……*(insert address of registered office of the **Insurer**)*……..…… do hereby extend our liability under the above-mentioned **Insurance Surety Bond** No. ……..... Dated ...…….. for a further period of ..... Years/Months from ..... to expire on ..... Except as provided above, all other terms and conditions of the original **Insurance Surety Bond** No. ...…….... dated ..... shall remain unaltered and binding.

Please treat this as an integral part of the original **Insurance Surety Bond** to which it would be attached.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal _____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note :

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractors/ Suppliers /Insurer issuing the Insurance Surety Bond.

2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.

3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

5. While getting the Insurance Surety Bond issued, Contractors/ `s are required to ensure compliance to the points mentioned in corresponding Form of Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

28. (c) Performance Security Form (For Insurance Surety Bond) (Applicable in case award is placed by POWERGRID on behalf of SPV)

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

Insurance Surety Bond No.: .....…

Date: .....……..

NOA/Contract No.....

……..[Name of Contract]……..

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide notification of award issued on ..... *(insert date of the notification of award)* ….by M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 ("the Employer"/"POWERGRID") on behalf of ..... (*Name of the SPV*) ..... (hereinafter referred to as 'Owner') to M/s ..... *(Name of Contractor)* .....,

(or)

signed on .....*(insert date of the Contract)* …..... between M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 ("the Employer"/"POWERGRID") on behalf of ..... (*Name of the SPV*) ..... (hereinafter referred to as 'Owner'), and M/s ..... *(Name of Contractor)* ....., having its Principal place of business at ……...(Address of Contractor) ..... and Registered Office at ……..... (Registered address of Contractor) ..... ("the Contractor") concerning .....…... (Indicate brief scope of work) ..... for the complete execution of the …… (insert name of Package alongwith name of the Project) ……..

By this letter we, the undersigned, ……(insert name & address of the issuing **Insurer**) ……, a **Insurer** (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at ……..(insert address of registered office of the **Insurer**)……..... do hereby irrevocably guarantee payment to **the Owner / Employer** up to …….. i.e., Ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ……. (dd/mm/yy).

We undertake to make payment under this **Insurance Surety Bond** upon receipt by us of your first written demand signed by **the Employer's duly authorized officer or the authorized officer of Owner** declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

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

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

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

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

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

This Guarantee may be assigned in the name of the Owner ..... (*Name of the SPV*) ....., your affiliates and in such case, the Owner/ Employer shall inform the Insurer in writing.

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

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

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

2. This **Insurance Surety Bond** shall be valid upto _____*(validity date)*_____.

3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Insurer _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____ **Note:**

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.

3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

5. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

28. (d) Performance Security Form (For Insurance Surety Bond) (Applicable in case award is placed by POWERGRID on behalf of SPV) (To be submitted by the Contractor opting for submission of Performance Security with Initial Validity of 5 Years in accordance with clause GCC 9.3.1.1)

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

Insurance Surety Bond No.: .....…
Date: .....……..

NOA/Contract No.....

……..[Name of Contract]…….

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide notification of award issued on ..... *(insert date of the notification of award)* ….by M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 (“the Employer”/”POWERGRID”) on behalf of ..... (*Name of the SPV*) ..... (hereinafter referred to as ’Owner’) to M/s ..... *(Name of Contractor)* .....,

(or)

signed on .....*(insert date of the Contract)* …..... between M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 (“the Employer”/”POWERGRID”) on behalf of ..... (*Name of the SPV*) ..... (hereinafter referred to as ’Owner’), and M/s ..... *(Name of Contractor)* ....., having its Principal place of business at ……...(Address of Contractor)..... and Registered Office at ……...(Registered address of Contractor) ..... ("the Contractor") concerning ……..…….. (Indicate brief scope of work) ..... for the complete execution of the …… (insert name of Package alongwith name of the Project)……..

By this letter we, the undersigned, ……(insert name & address of the issuing **Insurer**) ……, a **Insurer** (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at ……..(insert address of registered office of the **Insurer**)……..... do hereby irrevocably guarantee payment to **the Owner / Employer** up to …….. i.e., Ten percent (10%) of the Contract Price until 60 months i.e., upto and inclusive of ……. (dd/mm/yy).

We undertake to make payment under this **Insurance Surety Bond** upon receipt by us of your first written demand signed by **the Employer’s duly authorized officer or the authorized officer of Owner** declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

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

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

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

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

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

This Guarantee may be assigned in the name of the Owner ..... (*Name of the SPV*) ....., your affiliates and in such case, the Owner/ Employer shall inform the Insurer in writing.

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

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

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

2. This **Insurance Surety Bond** shall be valid upto _____*(validity date)*_____.

3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.

For and on behalf of the **Insurer**

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Insurer _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.

3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

5. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Rail Vikas Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for BID Security

Surety Bond No._____ Dated:_____

1. In consideration of you, **Rail Vikas Nigam Limited (RVNL)**, having its Corporate office at 1st Floor, August Kranti Bhavan, Bhikaji Cama Place, R. K. Puram, New Delhi - 110066, India which is a Public Sector Enterprise set up as a wholly owned Government Company under the provisions of Section 617 of Companies Act., (hereinafter referred to as the **"Authority",** which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the Bid of _____ (a company registered under Companies Act, 1956/2013) and having its registered office at _____ (hereinafter referred to as the **"Bidder"** which expression shall unless it be repugnant to the subject or context thereof include its/their executers, administrators, successors and assigns), for the _____ (hereinafter referred to as **"the Project"**) pursuant to the RFP document dated _____ issued in respect of the Project and other related documents including without limitation the Draft contract agreement (hereinafter collectively referred to as **"Bidding Documents"**), we, **_____(Name of the Insurance Company)** having our registered office at _____ and one of its branches at _____(hereinafter referred to as the **"Surety Insurer"**), at the request of the bidder, do hereby in terms of Refer Clauses Para 4 of Preamble, Clause 19 of ITB, and Clause 4.2 of GCC of the RFP/Bid document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the bidding documents (including the RFP /Bid document) by the said bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs._____(Rupees_____Only)**(hereinafter referred to as the **"Surety Bond"**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the bidder, if the bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said bidding documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amount due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Document including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Document for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding **Rs_____(Rupees_____Only).**

4. This Surety Bond shall be irrevocable and remain in full force for a period of XXX days from the Bid Due Date and a claim period of XX days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Document including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, arbitrator or any

other Authority.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the Principal Debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Document or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Document or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

9. We, the Surety Insurer undertakes to make the payment on receipt of Authority's notice of claim on us addressed to _____ and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealized.

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to **Rs**_____**(Rupees**_____**Only).** The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before_____**.**

14. This Surety Bond shall also be operatable at our _____ branch at _____, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Signed and Delivered by Name of the Surety Insurer Company

(Signature of the Authorised Signatory)

(Official-Seal)

Name of the Surety Bond Insurer is registered with IRDAI License No._____

The stamp duty applicable for the policy as per Indian Stamp Act 1899 has been paid via e-stamping facility.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Rail Vikas Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF CONTRACT PERFORMANCE SECURITY SURETY BOND

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank).

From:

Name and Address of the INSURANCE COMPANY

.....

To:

CPM/GM, Rail Vikas Nigam Limited
Address: xxxx

for and on behalf of

The Chairman and Managing Director,

Rail Vikas Nigam Limited,

Address: xxxx.

WHEREAS, Rail Vikas Nigam Limited, hereinafter called the Employer, acting through _____ (insert address details) has accepted the bid of _____(name and address of the contractor) hereinafter called the Contractor, for _____(project details) vide Notification of Award No._____dated_____

AND

WHEREAS the contractor is required to furnish Performance Security for the sum of INR ____ (Rupees _____only), in the form of surety bond, being a condition precedent to the signing of the contract agreement.

WHEREAS, _____*[Insert Name of the insurance company]*, with its Branch _____*[Address]* having its Headquarters office at _____*[Address]*, hereinafter called the insurance company acting through _____*[Designation(s) of the authorised person of the Insurance company]*, have, at the request of the contractor agreed to give surety bond for performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We the undersigned _____*[Insert name(s) of authorized representatives of the insurance company]*, being fully authorized to sign and incur

obligations for and on behalf of the insurance company, confirm that the insurance company, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of *INR* _____*(Rupees* _____*only)* as above stated.

2. The Insurance Company undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the insurance company shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank.

3. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the surety bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.

4. The insurance company shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.

5. The Surety Bond shall be unconditional and irrevocable.

6. The Surety bond hereinbefore shall not be affected by any change in the constitution of the insurance company or in the constitution of the Contractor.

7. The insurance company agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this Surety Bond and the insurance company, hereby, waives any requirement for notice of any such change, addition or modification to the insurance company.

8. This surety bond is valid and effective from the date of its issue, which is _____*[insert date of issue]*. The guarantee and our obligations under it will expire on _____. All demands for payment under the guarantee must be received by us on or before that date.

9. The Insurance Company agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the surety bond is released by Employer before the Expiry date.

10. The Insurance Company agrees that its obligation to pay any amount demanded by the Employer before the expiry of this surety bond will continue until the amount demanded has been paid in full.

11. The expressions Insurance Company and Employer herein before used shall include their respective successors and assigns.

12. The Insurance Company hereby undertakes not to revoke the Surety bond during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

13. The Surety Bond shall be in addition to and without prejudice to any other security surety bond (s) of the contractor in favour of the Employer available with the Employer. The Insurer, under this surety bond, shall be deemed as Principal Debtor of the Employer.

Date .....

Place.....

[Signature of Authorised person of Insurance Company

.....

[Name in Block letters]

.....

[Designation]

.....

[P/Attorney] No.

.....

Insurance Company's Seal

[P/Attorney] No .....

Witness:

1. *Signature*

   Name & Address & Seal

2. *Signature*
   Name & address & Seal

Note:

1. All italicized text is for guidance on how to prepare this surety Bond and shall be deleted from the final document.

2. The Surety Bond should be duly attested by Notary public with notarial stamp of appropriate value affixed thereon.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Patratu Vidyut Utpadan Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

APPENDIX 2C: FORMAT OF INSURANCE SURETY BOND FOR EMD BY BIDDING COMPANY

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

Insurance Surety Bond No.……

Date ……..……..…..

To:

Patratu Vidyut Utpadan Nigam Limited

Core 7, SCOPE Complex, Lodhi Road,

New Delhi – 110003 Dear Sirs,

In accordance with Invitation for **Project Proposal** under your Document No. ……**,** M/s ……. having its Registered office/Head Office at …… (hereinafter called the "Bidder") wish to participate in the said bidding for (Name of Package).

As an irrevocable Insurance Surety Bond against Earnest Money Deposit for an amount of …… valid for ……..**……. days from ….(*)….. required to be submitted by the Bidder as a condition precedent for participation in the said bidding which amounts is liable to be forfeited on the happening of any contingencies mentioned in the RFP Documents.

We, the ……. (Name & address of the Insurer) having our Head Office at ……(#) ……. guarantee and undertake to pay immediately on demand by Owner the amount of ……. without any reservation, protest, demand and recourse. Any such demand made by Owner shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to …… (**)…… If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year at a stretch) on receiving instructions from M/s ……..… (Bidder's Name) on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this …….. day of ……20……at ……..

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Authorised Vide

Power of Attorney No.....

Date.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

NOTE:

1. (*) This shall be the date of opening of TECHNO-COMMERCIAL Proposal.

   (**) This shall be 45 days beyond the validity of Project Proposal.

   (#) Complete mailing address of the Head office of the Insurer to be given

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in the State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List enclosed as Appendix 6A. Bidders are required to fill up this Form and enclose the same along with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Vadhvan Port Project Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF PERFORMANCE SECURITY – SURETY BOND

Name of Contract / Contract No.: _____

Name and address of Beneficiary (the "Employer"): _____

We have been informed that _____ [insert name of the Contractor] (hereinafter called the "Principal") is your contractor under such Contract, which require him / her to obtain a Performance Security.

By this Bond,_____ [insert name and address of Contractor] (who is your Contractor under such Contract) as Principal and_____ [insert name and address of Guarantor] as Guarantor are irrevocably held and firmly bound to the Beneficiary in the total amount of _____ [insert in figures and words the maximum amount payable and the currency in which it is payable] (the "Bond Amount") for the due performance of all such Principal's obligations and liabilities under the above named Contract.

[Such Bond Amount shall be reduced by _____ % upon the issue of the Taking-Over Certificate for the whole of the Works under Clause 10 of the Conditions of Contract.] (1)

This Bond shall become effective on the Commencement Date defined in the Contract.

Upon Default by the Principal to perform any contractual obligation, or upon the occurrence of any of the events and circumstances listed in Sub-Clause 15.2.1 of the Conditions of Contract, the Guarantor shall satisfy and discharge the damages sustained by the Beneficiary due to such Default, event or circumstances. (2) However, the total liability of the Guarantor shall not exceed the Bond Amount.

The obligations and liabilities of the Guarantor shall not be discharged by any allowance of time or other indulgence whatsoever by the Beneficiary to the Principal, or by any variation or suspension of the Works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Principal or the Beneficiary, or by any other matters, whether with or without the knowledge or consent of the Guarantor.

Any claim under this Bond must be received by the Guarantor on or before_____ [insert the date six months after the expected expiry of the Defects Notification Period for the Works] (the "Expiry Date"), when this Bond shall expire and shall be returned to the Guarantor.

The benefit of this Bond may be assigned subject to the provisions for assignment of the Contract, and subject to the receipt by the Guarantor of evidence of full compliance with such provisions.

This Bond shall be governed by the law of _____ [insert the law governing the bond] being the same country (or other jurisdiction) as that which governs the Contract. This Bond incorporates and shall be subject to the Uniform Rules for Contract Bonds, published as number 524 by the International Chamber of Commerce, and words used in this Bond shall bear the meanings set out in such Rules.

Whereas this Bond has been issued by the Principal and the Guarantor on _____ [date]

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Signatures for and on behalf of the Principal:

_____	_____
(Signature)	(Signature)
_____	_____
(Name)	(Name)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Ahmedabad Urban Development Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF SURETY BOND
[Performance Security and Additional Performance Security]

The Chairman,

AHMEDABAD URBAN DEVELOPMENT AUTHORITY, Ahmedabad

WHEREAS:

(A) …….. (the "Concessionaire") and the Chairman, AHMEDABAD URBAN DEVELOPMENT AUTHORITY (the "Authority") have entered into a Concession Agreement dated …….. (the "Agreement") whereby the Authority has agreed to ……..(name of the project)…….under the Ahmedabad Urban Development Authority (AUDA) in the State of Gujarat on Hybrid Annuity Mode (HAM) on design, build, operate and transfer ("DBOT Annuity or Hybrid Annuity") basis, subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Rs. ***** cr. (Rupees ***** crore) (the "Surety Bond Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement).

(C) We, ……..through our Branch at …… (the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance Security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer hereby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire's obligations during the Construction Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums upto an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an Officer not below the rank of CEO in the AHMEDABAD URBAN DEVELOPMENT AUTHORITY, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any change in the constitution of the Concessionaire and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force until the earlier of the 1st (first) anniversary of the Appointed Date or compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond, no later than X (XX) months from the date of expiry of this Surety Bond, all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Performance Security shall cease to be in force and effect when the Concessionaire shall expended on Project construction an aggregate sum not less than 30% (thirty per cent) of the Bid Project cost which is deemed to be Rs.*** cr. (Rupees ***** crore) for the purposes of this Surety Bond, and provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security alongwith the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the Performance Security forthwith.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for a period of one year and six months or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

12. This Surety Bond shall also be operatable at our ……Branch at ……., from whom, confirmation regarding the issue of this bond or extension/renewal thereof shall be made available

on demand. In the contingency of this bond being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

13. The Surety Bond is subject to the uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

14. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and sealed this ……. day of……., 2023…… at ……..

SIGNED, SEALED AND DELIVERED

For and on behalf of the SURETY INSURER by:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Airport Authority of India

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

ANNEXURE- 1A (SURETY BOND)

FORM OF "INSURANCE SURETY BOND" AGAINST "EARNEST MONEY DEPOSIT

To, M/s Airports Authority of India _____	**Insurance Surety Bond No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

In accordance with Tender Document under your reference No _____ (Tender ID No.)_____M/s. _____(Name of agency) _____ having their Registered / Head Office at _____ (hereinafter called the Tenderer/Bidder), wish to participate in the said tender for _____Name of work_____

As an irrevocable Insurance Surety Bond against Earnest Money Deposit for the amount of _____ is required to be submitted by the Bidder as a condition precedent for participation in the said Tender Document which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____ [Name & address of the Insurer] at _____having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by Airports Authority of India (AAI), the amount _____ without any reservation, protest, demur and recourse. Any such demand made by AAI, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Insurance Surety Bond shall be irrevocable and shall remain valid up to _____ [this date should be three (XX) months beyond the validity of the bid].If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. _____ on whose behalf this Insurance Surety Bond is issued.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) .. . . (currency in words only) . . . . .

b) This Insurance Surety Bond shall remain in force upto _____ (this expiry date should be XX months beyond the validity of bid) and any extension(s) thereof; and

c) The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of …… (indicate date of expiry of claim period which includes minimum XX months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of AAI under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the Insurer, through its authorized officer, has set its hand and stamp on this _____day of _____ 20__ at _____.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name ……
Designation ……..

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Insurer Stamp

E-Mail ID:
Telephone/Mobile No. :

Attorney as per Power
of Attorney No. _____
Date: _____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond 1 - Airport Authority of India

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Annexure – 1C

PROFORMA OF "INSURANCE SURETY BOND "FOR" PERFORMANCE / SECURITY GUARANTEE"

(ON NON – JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, **M/s Airports Authority of India** **----------**	**Insurance Surety Bond No.**	
	Date of Insurance Surety Bond	
	Insurance Surety Bond Valid Up to (Expiry date)	
	Claim Period up to (Indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp SL No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____having registered office at _____ (herein after called the "Contractor/Supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/awarded the job/work of _____ vide PO/LOA /FOA No._____ dated_____ for AIRPORTS AUTHORITY OF INDIA (AAI) having registered office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi (herein after called the "AAI" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the CONTRACTOR/SUPPLIER shall pay a sum of Rs. _____ (Rupees_____) as full Performance /Security Guarantee in the form therein mentioned. The form of payment of Insurance Surety Bond executed by Insurer, undertaking full responsibility to indemnify AIRPORTS AUTHORITY OF INDIA, in case of default.

The said M/s._____ (herein after called the "insurer" which expression shall wherever the context so require include its successors and assignees) has approached us and at their request and in consideration of the premises we having our office at_____have agreed to give such guarantee as hereinafter mentioned.

1. We _____hereby undertake to give the irrevocable & unconditional guarantee in form of Insurance Surety Bond to AAI that if default shall be made by M/s._____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to AIRPORTS AUTHORITY OF INDIA we shall on first demand, pay without demur, contest, protest and/ or without any recourse to the contractor to AAI in such manner as AAI may direct, the said amount of Rupees_____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this Insurance Surety Bond, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s._____ and to enforce or to forbear from of time being given to the said endorsing any powers or rights or by reason of the time being given to said M/s. _____and such postponement forbearance would not have the effect of releasing the insurer from its obligation under this debt.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

3. Your right to recover the said sum of Rs. _____(Rupees_____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s._____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you to the Insurer shall be conclusive and binding. The Insurer shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the insurer.

4. The Insurance Surety Bond herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency without your previous consent and further agrees that the Insurance Surety Bond shall continue to be enforceable until it is discharged by AAI in writing. However, if for any reason, the Contractor is unable to complete the work within the period stipulated in the order/contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the insurer hereby agrees to further extend this Insurance Surety Bond at the instance of the Contractor till such time as may be determined by AAI. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instruction from M/s._____ (contractor) on whose behalf this Insurance Surety Bond is issued.

6. Insurer also agrees that AAI at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer (as principal debtor) in the first instant, without proceeding against the Contractor and notwithstanding any security or other guarantee that AAI may have in relation to the Contractor liabilities.

7. The amount under the Insurance Surety Bond is payable forthwith without any delay by Insurer upon the written demand raised by AAI. Any dispute arising out of or in relation to the said Insurance Surety Bond shall be subject to the exclusive jurisdiction of courts at New Delhi.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor/Supplier up to a total amount of_____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this Insurance Surety Bond in your favor under our Memorandum and Articles of Association, and the undersigned has full power to sign and execute documents under the Power of Attorney/Board Resolution, dated_____granted to him by the Insurer.

10. Notwithstanding anything contained herein:
    a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) .... (currency in words only) .....

    b) This Insurance Surety Bond shall remain in force upto_____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

c) The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of……..(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of AAI under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name……

Designation……..

Yours faithfully,

_____

Insurer by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Insurer

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond 2 - Airport Authority of India

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

APPENDIX-XI

INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

Issue Date: …….

Insurance Surety Bond No:…….

Amount: INR ……

Valid upto: ……

1. In consideration of the ……, AAI (hereinafter called "AAI") having offered to accept the terms and conditions of the proposed agreement between **M/s……, ……..** [hereinafter called the said contractor(s)] for the work **……** (hereinafter "the said agreement") having agreed to production of a irrevocable Insurance Surety Bond for **Rs. …… (Rupees …… only)** as a security/ guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

   We **……** having our registered office at **……** and one of its branches at **……** (hereinafter referred to as "the Surety Insurer") hereby undertake to pay to the ……, AAI an amount not exceeding **Rs. …… (Rupees …… only).**

2. We **……** do hereby undertake to pay the amounts due to payable under this Guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Surety Insurer shall be conclusive as regards the amount due and payable by the Surety Insurer under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs. …….. (Rupees …….. only)**

3. We, the said Surety Insurer, further undertake to pay the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) In any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

   The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We **……** further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till …… on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

5. We **……** further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against in the said contractor(s) and to forebear and enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Surety Insurer or the contractor(s).

7. We **……..** lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.

8. This guarantee shall be valid upto **……** unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to **Rs. …….. (Rupees …… only)** and unless a claim in writing is lodged within ……. months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Signed and Delivered this …… day of ……., 20 …. at **……..**

Authorized Signatory	**Authorized Signatory**
Place:	**Place:**
Date:	**Date:**
Name:	**Name:**
Designation:	**Designation:**

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Amravati Development Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF BID SECURITY (Insurance Surety Bond)

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:……

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto Amaravati Development Corporation Limited (ADCL) (hereinafter called "the Employer") for the sum of..... (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices.

2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.

(a) fails or refuses to sign the Contract Agreement when required, or

(b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the…….. (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI). This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company.

_____

in the capacity of

_____

Common Seal of the Insurance Company with complete address including Tel. Nos./eMail Id. Staff Authority No. of the officer of the Insurance Company/Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved

by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.

2. The executing officers of the Insurance Surety Bond for Earnest Money Deposit/Bid Security shall clearly indicate in (block letters) their name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.

3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duty signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company

4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.

5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.

6. Insurance Surety and for Bid security/EMD in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Amravati Development Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

(Insurance Surety Bond No……)

Date.....

(Name of the Contract)

To: The Chairperson and Managing Director,

Amaravati Development Corporation Limited,

Vijayawada

Dear Madam,

In consideration of the ....*[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 M/s ..... *[Contractor's Name]* .... 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 Employer's Letter of Acceptance No. ..... dated ..... and the same having been acknowledged by the Contractor, for …… [Contract sum in figures and words] for …….. *[Name of the work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ……..(*)…….. of the said value of the aforesaid work under the Contract to the Employer.

We .....*[Name & Address of the Insurance Company]* ..'..... having its Head Office at ..... (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of ..... (*) ..... as aforesaid at any time upto ..... (@) ..... *[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 Employer on the Insurance Company 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 Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till ……..*[days/month/year]* whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. 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 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 Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer 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 Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the ……(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i. Our liability under this Insurance Surety Bond shall not exceed ……(*)……
ii. This Insurance Surety Bond shall be valid up to ……(+)…….
iii. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before …….@.....

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

WITNESS	Signed for and on behalf of the Insurance Company
1. …….	……..
(Signature)	(Signature)
…….	…….
(Name)	(Name)

Notes:

1. (*) This sum shall be Two and a half percent (2.5%) of the Contract Price denominated in the types and proportions of currencies.
   (@) This date will be ninety (90) days beyond the issue of defect liability period as specified in the Contract.
   (+) This date will be the date of issue of defect liability Certificate.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.
   In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.

4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Environmental and Social (ES) Performance Bond - Amravati Development Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Environmental and Social (ES) Performance Security

FORM OF INSURANCE SURETY BOND

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

(Insurance Surety Bond No……)

Date.....

(Name of the Contract)

To: The Chairperson and Managing Director,

Amaravati Development Corporation Limited,

Vijayawada

Madam,

In consideration of the ....*[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 M/s ..... *[Contractor's Name]* ..... 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 Employer's Letter of Acceptance No. ..... dated ..... and the same having been acknowledged by the Contractor, for …… [Contract sum in figures and words] for …….. *[Name of the work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the Environmental and/or Social (ES) obligation(s) under the Contract, equivalent to ……..(*)…….. of the said value of the aforesaid work under the Contract to the Employer.

We .....*[Name & Address of the Insurance Company]* ..'..... having its Head Office at ..... (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of ..... (*) ..... as aforesaid at any time upto ..... (@) ..... *[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 Employer on the Insurance Company 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 Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till ……..*[days/month/year]* whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. 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 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 Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer 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 Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the ……(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the

Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

iv. Our liability under this Insurance Surety Bond shall not exceed ……(*)……

iv. This Insurance Surety Bond shall be valid up to ……(+)…….

v. vi. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before ……..@.....

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

WITNESS

1. …….

(Signature)

…….

(Name)

Signed for and on behalf of the Insurance Company

……..

(Signature)

……..

(Name)

Notes:

5. (*) This sum shall be zero point one per cent (0.1%) of the Contract Price denominated in the types and proportions of currencies.
   (@) This date will be ninety (90) days beyond the issue of defect liability period as specified in the Contract.
   (+) This date will be the date of issue of defect liability Certificate.
6. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.
7. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
8. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Mobilization Advance Bond – Amaravati Development Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND FOR MOBILIZATION ADVANCE

To The Chairperson and Managing Director, Amaravati Development Corporation Limited, …….. ……..	Bond No. : Date : Amount : Expiry Date : Claim Expiry Date:

WHEARAS:

(A) **M/s. ……..** (the "**Contractor**") and the Employer, **Amaravati Development Corporation Limited,……** (the "Employer") have entered into a Contract Agreement dated **……** (the "**Agreement**") whereby the Employer has agreed to the Contractor undertaking **……,** subject to and in accordance with the provisions of the Agreement.

(B) In accordance with GCC Clause 50 of the Agreement, the Employer shall make to the Contractor an Advance payment (herein after called "Mobilization Advance") not exceeding XX% (XX per cent) value of the contract; and that the Mobilization Advance shall be made in XX [XX] installment subject to the contractor furnishing an irrevocable and unconditional surety bond by an **Insurance Company** for an amount equivalent to 110% (one hundred and ten percent) of such installment to remain effective till the complete and full repayment of the installment of the Mobilization Advance as security for compliance with its obligations in accordance with the Agreement. The amount of first installment of the Mobilization Advance is **Rs. ……/- (Rupees ……only)** and the amount of this Insurance Surety Bond is **Rs. ……/- (Rupees ……only)** (the "**Guarantee Amount**").

(C) We, ……. through our branch at ……. (the "Insurance Company" have agreed to furnish this Surety Bond (hereinafter called the "**Guarantee**") for the Guarantee Amount.

NOW, THEREFORE, the Insurance Company hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1) The Insurance Company hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of Mobilization Advance under and in accordance with the Agreement, and agrees and undertakes to pay to the Employer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Employer shall claim, without the Employer being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

Bond No. :
Date :
Amount : **Rs. ….. /-**
Expiry Date : …… (…. months)
Claim Expiry Date: …… (… months)

A letter from the Employer, under the hand of an Officer not below the rank of Chief Engineer in the **Amaravati Development Corporation Limited,** that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the installment of the Advance payment under and in accordance with the Agreement shall be conclusive, final and binding on the Insurance Company. The Insurance Company further agrees that the Employer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Insurance Company, notwithstanding any differences between the Employer and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

2) In order to give effect to this Insurance Surety Bond, the Employer shall be entitled to act as if the Insurance Company were the principal debtor and any change in the constitution of the Contractor and/or the Insurance Company, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Insurance Company under this Guarantee.

3) It shall not be necessary, and the Insurance Company hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Insurance Company its demand under this Guarantee.

4) The Employer shall have the liberty, without affecting in any manner the liability of the Insurance Company under this Surety Bond, to vary at any time, the terms and conditions of the Mobilization Advance or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Employer, and the Insurance Company shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Insurance Company from its liability and obligation under this Surety Bond and the Insurance Company hereby waives all of its rights under any such law.

Bond No. :
Date :
Amount : **Rs. ….. /-**
Expiry Date : …… (…. months)
Claim Expiry Date: …… (… months)

5) This Insurance Surety Bond is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Employer in respect of or relating to the Mobilization Advance.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

6) Notwithstanding anything contained herein before, the liability of the Insurance Company under this Surety Bond is restricted to the Guarantee Amount and this Guarantee shall valid up to…… and unless a demand or claim in writing is made by the Employer on the Insurance Company under this Guarantee all rights of the Employer under this Insurance Surety Bond shall be forfeited and the Insurance Company shall be relieved from its liabilities hereunder.

7) The Insurance Surety Bond shall cease to be in force and effect on **…….….** unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Insurance Company shall be discharged from its liabilities hereunder.

8) The Insurance Company undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Employer in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Insurance Company.

9) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Insurance Company at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Employer that the envelope was so posted shall be conclusive.

10) This Insurance Surety Bond shall come into force with immediate effect and shall remain in force and effect up to the date……. or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this _____ day of _____ 2025 at _____.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Andhra Pradesh Capital Region Development Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF BID SECURITY (Insurance Surety Bond)

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:……

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto Andhra Pradesh Capital Region Development Authority (APCRDA) (hereinafter called "the Employer") for the sum of..... (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices.

2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.

(a) fails or refuses to sign the Contract Agreement when required, or

(b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the…….. (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company.

_____

in the capacity of

_____

Common Seal of the Insurance Company with complete address including Tel. Nos./eMail Id. Staff Authority No. of the officer of the Insurance Company/Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of

execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.

2. The executing officers of the Insurance Surety Bond for Earnest Money Deposit/Bid Security shall clearly indicate in (block letters) their name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.

3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duty signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company

4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.

5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Ac amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.

6. Insurance Surety and for Bid security/EMD in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Andhra Pradesh Capital Region Development Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

(Insurance Surety Bond No……)

Date.....

(Name of the Contract)

To: The Commissioner,

Andhra Pradesh Capital Region Development Authority,

Lenin Centre, Governorpet,

Vijayawada-520002 (India)

Dear Sir,

In consideration of the ....[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 M/s ..... [Contractor's Name] .... 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 Employer's Letter of Acceptance No. ..... dated ..... and the same having been acknowledged by the Contractor, for …… [Contract sum in figures and words] for …….. [Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ……..(*)…….. of the said value of the aforesaid work under the Contract to the Employer.

We .....[Name & Address of the Insurance Company] ..'..... having its Head Office at ..... (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of ..... (*) ..... as aforesaid at any time upto ..... (@) ..... [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 Employer on the Insurance Company 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 Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till ……..[days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. 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 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 Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer 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 Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the ……(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

vi. Our liability under this Insurance Surety Bond shall not exceed ……(*)……
vii. This Insurance Surety Bond shall be valid up to ……(+)…….
viii. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before …….@.....

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

WITNESS	Signed for and on behalf of the Insurance Company
1. …….	……..
(Signature)	(Signature)
…….	…….
(Name)	(Name)

Notes:

1. (*) This sum shall be Two and a half percent (2.5%) of the Contract Price denominated in the types and proportions of currencies.
   (@) This date will be ninety (90) days beyond the issue of defect liability period as specified in the Contract.
   (+) This date will be the date of issue of defect liability Certificate.
2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.
3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Environmental and Social (ES) Performance Bond - Andhra Pradesh Capital Region Development Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Option 2: FORM OF INSURANCE SURETY BOND
(To be executed on Non-Judicial Stamp Paper of Appropriate value)
(Insurance Surety Bond No……)
Date.....
(Name of the Contract)
To:
The Commissioner,
Andhra Pradesh Capital Region Development Authority,
Lenin Centre, Governorpet,
Vijayawada-520002 (India)
Dear Sir,
In consideration of the ....*[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 M/s ..... *[Contractor's Name]* .... 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 Employer's Letter of Acceptance No. ..... dated ..... and the same having been acknowledged by the Contractor, for …… [Contract sum in figures and words] for …….. *[Name of the work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the Environmental and/or Social (ES) obligation(s) under the Contract, equivalent to ……..(*)…….. of the said value of the aforesaid work under the Contract to the Employer.
We .....*[Name & Address of the Insurance Company]* ..'..... having its Head Office at ..... (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of ..... (*) ..... as aforesaid at any time upto ..... (@) ..... *[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 Employer on the Insurance Company 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 Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till ……..*[days/month/year]* whichever is earlier. The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers 243 TENDERER CHIEF ENGINEER(INFRA-I) APCRDA,VIJAYAWADA 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 Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer 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 Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the ……(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.
iv. Our liability under this Insurance Surety Bond shall not exceed ……(*)……
v. This Insurance Surety Bond shall be valid up to ……(+)…….
vi. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before ……..@.....

Dated this .....day of ..... 20..... at.....
WITNESS Signed for and on behalf of the Insurance Company

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

1. …… ……..
(Signature) (Signature)
…… ……..
(Name) (Name)
Notes:
5. (*) This sum shall be **zero point one per cent (0.1%)** of the Contract Price denominated in the types and proportions of currencies.

(@) This date will be ninety (90) days beyond the issue of defect liability period as specified in the Contract.
(+) This date will be the date of issue of defect liability Certificate.
6. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.
7. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
8. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Mobilization Advance Bond – Andhra Pradesh Capital Region Development Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND FOR MOBILIZATION ADVANCE

To **The Commissioner,** **Andhra Pradesh Capital Region Development Authority, xxxxxxxx** **xxxxxxxx**	Bond No. : Date : Amount : **Rs. ……. /-** Expiry Date : (months) Claim Expiry Date: (months)

WHEARAS:

(A) **M/s. ……..** (the "**Contractor**") and the Employer, **Andhra Pradesh Capital Region Development Authority(APCRDA), ……..** (the "Employer") have entered into a Contract Agreement dated …….. (the "**Agreement**") whereby the Employer has agreed to the Contractor undertaking **"……"**, subject to and in accordance with the provisions of the Agreement.

(B) In accordance with GCC Clause 50 of the Agreement, the Employer shall make to the Contractor an Advance payment (herein after called "Mobilization Advance") not exceeding xx% (xx per cent) value of the contract; and that the Mobilization Advance shall be made in xxx [xxx] installment subject to the contractor furnishing an irrevocable and unconditional surety bond by an **Insurance Company** for an amount equivalent to 110% (one hundred and ten percent) of such installment to remain effective till the complete and full repayment of the installment of the Mobilization Advance as security for compliance with its obligations in accordance with the Agreement. The amount of first installment of the Mobilization Advance is **Rs……./- (Rupees ……..crore)** and the amount of this Insurance Surety Bond is **Rs.** …….. **/- (Rupees …….. only)** (the "**Guarantee Amount**").

(C) We, _____through our branch at……..(the "Insurance Company" have agreed to furnish this Surety Bond (hereinafter called the "**Guarantee**") for the Guarantee Amount.

NOW, THEREFORE, the Insurance Company hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1) The Insurance Company hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of Mobilization Advance under and in accordance with the Agreement, and agrees and undertakes to pay to the Employer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Employer shall claim, without the Employer being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

Bond No. :
Date :
Amount : **Rs. ….. /-**
Expiry Date : …… (…. months)
Claim Expiry Date: …… (… months)

A letter from the Employer, under the hand of an Officer not below the rank of Chief Engineer in the Andhra Pradesh Capital Region Development Authority, that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the installment of the Advance payment under and in accordance with the Agreement shall be conclusive, final and binding on the Insurance Company. The Insurance Company further agrees that the Employer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Insurance Company, notwithstanding any differences between the Employer and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

2) In order to give effect to this Insurance Surety Bond, the Employer shall be entitled to act as if the Insurance Company were the principal debtor and any change in the constitution of the Contractor and/or the Insurance Company, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Insurance Company under this Guarantee.

3) It shall not be necessary, and the Insurance Company hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Insurance Company its demand under this Guarantee.

4) The Employer shall have the liberty, without affecting in any manner the liability of the Insurance Company under this Surety Bond, to vary at any time, the terms and conditions of the Mobilization Advance or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Employer, and the Insurance Company shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Insurance Company from its liability and obligation under this Surety Bond and the Insurance Company hereby waives all of its rights under any such law.

Bond No. :
Date :
Amount : **Rs. ….. /-**
Expiry Date : …… (…. months)
Claim Expiry Date: …… (… months)

5) This Insurance Surety Bond is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Employer in respect of or relating to the Mobilization Advance.

6) Notwithstanding anything contained herein before, the liability of the Insurance Company under this Surety Bond is restricted to the Guarantee Amount and this Guarantee shall valid upto…….. and unless a demand or claim in writing is made by the Employer on the Insurance Company under this Guarantee all rights of the Employer under this Insurance Surety Bond shall be forfeited and the Insurance Company shall be relieved from its liabilities hereunder.

7) The Insurance Surety Bond shall cease to be in force and effect on **……..** unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Insurance Company shall be discharged from its liabilities hereunder.

8) The Insurance Company undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Employer in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Insurance Company.

9) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Insurance Company at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Employer that the envelope was so posted shall be conclusive.

10) This Insurance Surety Bond shall come into force with immediate effect and shall remain in force and effect up to the date……. or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this _____ day of _____ 202.. at _____.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Andhra Pradesh Central Power Distribution Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND – SUBMITTED FOR EARNEST MONEY DEPOSIT (EMD)

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

Insurance Surety Bond No.: …….
Date: ……..

To
Andhra Pradesh Central Power Distribution Corporation Limited (APCPDCL),
xxxxx

Dear Sir / Madam,

In accordance with Request for Selection under your Bid Document No. **xxxx,** having its Registered / Head Office at **xxxx** (hereinafter called the xxxx) wish to participate in the said bid for **xxxx** in Andhra Pradesh Central Power Distribution Corporation Limited (APCPDCL) **xxxx** through competitive bidding process.

As an irrevocable Insurance Surety Bond against Earnest Money Deposit for an amount of **xxxx- (Indian Rupees xxxx)** valid for **xxxx** required to be submitted by **xxxx** as a condition precedent for participation in the said Bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Request for Selection Document.

We, the …….. (Insert Name of the Insurer) having our Head Office at …….. (Insert address of the Insurer) guarantee and undertake to pay immediately on demand by Andhra Pradesh Central Power Distribution Corporation of Limited (hereinafter called the 'Owner') the amount **INR xxxx (Indian Rupees xxxx)** without any reservation, protest, demand and recourse. Any such demand made by the 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Solar Power Developer and/or any right / remedy available to the Supplier in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to **xxxx**. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding **xxxx**) on receiving instructions from **xxxx,** on whose behalf this Insurance Surety Bond is issued.

In witness whereof the Insurer, through its authorized officer, has set its hand and stamp on this ..... day of ..... 20..... at ..... .

Signature
Name
Designation with Insurer Stamp
Authorized Vide Power of Attorney No
Date

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Andhra Pradesh Central Power Distribution Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

PERFORMANCE SURETY BOND

To:
_____
_____

Whereas _____, _____, (hereinafter called "The Contractor") has undertaken, in pursuance of Contract No. _____, Dt: _____ to execute _____ vide NIT No._____.

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Surety Bond by a recognized Surety Insurer for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Performance Surety Bond:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of **Rs.**_____ **(Rupees of** _____ **only)**, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without caveat or argument, any sum or sums within the limits of **Rs.**_____ **(Rupees of** _____ **only)** as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification to the terms of the Contract or the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for a period as per Clause 32 of Section 1 (ITB) i.e. _____ from the date of entering the contract agreement i.e., up to _____.

Signature and seal of the Guaranteer

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Andhra Pradesh Eastern Power Distribution Company Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Format of Insurance Surety Bond for Bid Security

Reference No. ……. ……. Surety Bond No. …….

Dated: …….

To:

……

……..

Dear Sir/ Madam,

WHEREAS…… [Insert name of the Sole Bidder/ Lead Consortium Member] with address ……. [Insert address of Sole Bidder/ Lead Consortium Member] having its registered office at ……. [Insert address of the Sole Bidder/ Lead Consortium Member] (Hereinafter, the "Bidder") wishes to participate in Tender No. [Tender Details] (the "RFP") issued by APEPDCL (hereinafter, the "Utility") for …… .

And WHEREAS a Insurance Surety Bond for [Amount] valid [Date] is required to be submitted by the Bidder along with the RFP.

We, …….[Insert name of the Insurance Company and address of the Branch giving the Guarantee] having our registered office at ..... [Insert address of the registered office of the Insurance Company] hereby give this Surety Bond No. ……. [Surety Bond number] dated ..... [Insert the date of the Guarantee], and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Utility any officer authorized by it in this behalf any amount not exceeding [Amount] to the said Utility on behalf of the Bidder.

We ..... [Insert name of the Insurance Company] also agree that withdrawal of the Bid or part thereof by the Bidder within its validity or non-submission of Performance Security by the Bidder within the stipulated time of the Letter of Award to the Bidder or any violation to the relevant terms stipulated in the RFP would constitute a default on the part of the Bidder and that this Insurance Surety is liable to be invoked and encashed within its validity by the Utility in case of any occurrence of a default on the part of the Bidder and that the amount is liable to be forfeited by the Utility.

This Guarantee shall be valid and binding on this Insurance Company up to and inclusive of ..... [Insert the date of validity of the Surety Bond] and shall not be terminable by notice or by Guarantor change in the constitution of the Insurance Company or the firm of the Bidder Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Bidder and the Utility.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to [Amount]. Our Guarantee shall remain in force till [Date]. Unless demands or claims under this Guarantee are made to us in writing on or before [Date], all rights of the Beneficiary under this Guarantee shall be forfeited, and we shall be released and discharged from all liabilities there under.

[Insert the address of the Insurance Company with complete postal branch code, telephone

[Insert signature of the Insurance Company's Authorized Signatory]

and fax numbers, and official round seal]

Attested

…….

[Signature]

(Notary Public)

Place: ……. Date: …….

INSTRUCTIONS FOR SUBMITTING SURETY BOND

1. Surety Bond to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.

2. The Insurance Surety Bond by Bidder shall be given from the IRDA Approved Insurance Company.

3. The full address along with the Telex/Fax No. and e-mail address of the issuing insurance company to be mentioned.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Andhra Pradesh Eastern Power Distribution Company Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Format of Performance Security

Reference No. ……. ……. Surety Bonds No. …….
Dated:……..
To:
[Utility]
[Address]

Dear Sir/ Madam,

WHEREAS ..... [Insert name of the Sole Bidder/ Lead Consortium Member] with address … .....[Insert address of the Sole Bidder/ Lead Consortium Member] having its registered office at ..... [Insert address of the Sole Bidder/ Lead Consortium Member] (hereinafter, the "Contractor"), subsequent to participation in Tender No. [Tender Details] (the "RFP") issued by [Utility] (hereinafter, the "Beneficiary") for Appointment of SI for Implementation of Unified Revenue Management System, have been issued the Letter of Award as the Selected Bidder. The Selected Bidder was required to incorporate the SI. Further the SI was required to furnish a Performance Security in the form of a Insurance Surety Bonds

And WHEREAS a Insurance Surety Bonds for Rupees [Insert amount in words equivalent] (…….) [Insert amount in figures] valid till… .....[Insert Contract Period] is required to be submitted by the SI as per the terms and conditions of the RFP.

We, ... [Insert Name of the issuer of bond giving the Insurance Surety Bonds (IRDA approved)] having our registered office at …….[Insert address of the registered office of the Insurance Company] hereby give this Insurance Surety Bonds No. …….[Insert Insurance Surety Bonds number] dated …….[Insert the date of the Insurance Surety Bonds], and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Beneficiary any officer authorized by it in this behalf any amount not exceeding Rupees ..... [Insert amount in words] (… .....) [Insert amount in figures] to the said Beneficiary on behalf of the Contractor.

We ..... [Insert name of the Insurance Company] also agree that non-performance, delayed performance or violation of any of the terms and conditions of the contract by SI would constitute a default on the part of the Bidder and that this Insurance Surety Bonds (IRDA approved) is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the SI or the Selected Bidder and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Insurance Company up to and inclusive of ..... [Insert the date of validity of the Insurance Surety Bond] and shall not be terminable by notice or by Guarantor change in the constitution of the Insurance Company or the firm of the Bidder Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Bidder and the Beneficiary.

NOTWITHSTANDING anything contained hereinbefore, our liability under this surety bond is restricted to Rupees [Insert amount in words equivalent]. Our Guarantee shall remain in force till ……. [Insert the contract period]. Unless demands or claims under this Insurance Surety Bond are made to us in writing on or

before… [Insert contract period], all rights of the Beneficiary under this Insurance Surety Bond shall be forfeited, and we shall be released and discharged from all liabilities there under.

[Insert the address of the Insurance Company with complete postal branch code, telephone and fax numbers, and official round seal of the Insurance Company]

Attested:

…[Signature] (Notary Public)

[Insert signature of the Insurance Company's Authorized Signatory]

Place: ……. Date: …….

INSTRUCTIONS FOR SUBMITTING INSURANCE SURETY BOND

1. Insurance Surety Bond to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.
2. The Insurance Surety Bond by Bidder shall be given from IRDA Approved Insurance Company.
3. The full address along with the Telex/Fax No. and e-mail address of the issuing insurance company to be mentioned.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Advance Bond - Andhra Pradesh Eastern Power Distribution Company Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Format of Insurance Surety Bond for Advance payment

Surety Bond No. …… Date..... Contract No.....

……..[Name of Contract]…….

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

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

Whereas, in accordance with the terms of the said Contract, the Employer has agreed to pay or cause to be paid to the Contractor an Advance Payment in the amount of ..... (Amount in figures and words)……

By this letter we, the undersigned, ……(insert name & address of the issuing insurance company) ..... , Insurance Company (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at……(insert address of registered office of the insurance company)..... do hereby irrevocably guarantee repayment of the said amounts upon the first demand of the Employer without cavil or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the said Contract, and in the event of such failure, refuses to repay all or part (as the case may be) of the said advance payment to the Employer.

Provided always that the Insurance Company's obligation shall be limited to an amount equal to the outstanding balance of the advance payment, taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract as evidenced by appropriate payment certificates.

This Guarantee shall remain in full force from the date upon which the said advance payment is received by the Contractor upto …… (XX) days beyond the date on which the entire advance so advanced along with the interest if any due thereon has been fully adjusted in terms of the Contract i.e., up to of ……. (XX) days beyond the date of Completion of the Facilities under the Contract. This Guarantee may be extended from time to time, as may be desired by M/s. …… on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Insurance Company during its period of validity, i.e. up to …… (XX) days beyond the date of Completion of the Facilities by the Employer i.e. up to and inclusive of (dd/mm/yy).

For and on behalf of the Insurance Company

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

[Signature of the authorised signatory(ies)] Signature ……..
Name ……..
Designation ……..
POA Number ……..
Contact Number(s): Tel. …… Mobile …… Fax Number ……..
Email ……
Common Seal of the Insurance Company ……

Witness: Signature ……..
Name ……..
Address ……..
Contact Number(s): Tel. …… Mobile …… Email ……..

Note:
1. For the purpose of executing the Surety Bond, the non-judicial stamp papers of appropriate value shall be purchased in the name of Insurance Company who issues the 'Guarantee'.

2. The Guarantee shall be signed on all the pages by the Authorities indicating their POA nos. and should invariably be witnessed.

3. Surety Bond should be in accordance with the proforma as provided. However, in case the issuing insurance company insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Guarantee [i.e., end paragraph of the Guarantee preceding the signature(s) of the issuing authority(ies) of the Guarantee]:

Quote

"Notwithstanding anything contained herein:

1. Our liability under this Surety Bond shall not exceed (value in figures) [(value in words)].

2. This Surety Bond shall be valid up to (validity date) .

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

Unquote

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Andhra Pradesh Power Generation Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

ANNEXURE – 2

(TO BE STAMPED IN ACCORDANCE WITH INDIAN STAMP ACT)

PROFORMA OF INSURANCE SURETY BOND FOR BID SECURITY

To:

_____

_____

Insurance Surety Bond No……..
Date:
Bond Amount: Rs. …..
Expiry date: …….
Claim Expiry Date…….

1. In consideration of the Andhra Pradesh Power Generation Corporation Limited (An enterprise of the Government of Andhra Pradesh) (hereinafter referred to as 'APGENCO' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Indian Companies Act, 1956 read with subsequent amendments and Act(s) and having its registered office at _____ having agreed to exempt _____ (Name of the Tenderer) having its registered office at _____ (hereinafter called the said Tenderer which term includes Supplier), under the terms and conditions of the Tender Notification No. _____, Dated……, payment of EMD of Rs._____ (Rupees _____ only) is payable part of EMD for the due fulfillment by the said Tenderer/Contractor of the terms and conditions contained in the said Tender for _____ (name of the work), on production of a Surety Bond for Rs._____ (Rupees _____ only). At the request of……. [Tenderer/Contractor] We, ……, (hereinafter referred to as the "Surety Insurer"), having Registered/Head office at ……. and a branch at …… being the Guarantor under this Surety Bond, do hereby irrevocably and unconditionally undertake to forthwith and pay to the APGENCO as our primary obligation without any delay or demur, merely on your first demand and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions of the above tender notification any sum or sums up to a maximum amount but not exceeding Rs._____ (Rupees _____ only)

2. Any such written demand made by the APGENCO stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the APGENCO is disputed by the Bidder or not, merely on the first demand from

the APGENCO stating that the amount claimed is due to the APGENCO by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs._____ (Rupees _____ only).

4. This Surety Bond shall be irrevocable and remain in full force for a period of XXX (XXX) days from the Bid Due Date or for such extended period as may be mutually agreed between the APGENCO and the Bidder and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the APGENCO shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the APGENCO that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the APGENCO and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. In order to give effect to this Surety Bond, the APGENCO shall be entitled to act as if the Surety Insurer were the Principal Debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

7. In order to give full effect to this Surety Bond, the APGENCO shall be entitled to treat the Surety Insurer as the principal debtor. The APGENCO shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the APGENCO, and the Surety insurer shall not be released from its liability under these presents by any exercise by the APGENCO of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the APGENCO or any Indulgence by the APGENCO to the said Bidder or by any change in the constitution of the APGENCO or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to

sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the APGENCO to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the APGENCO may have obtained from the said Bidder and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealized.

11. We, the Surety Insurer further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the APGENCO in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. The Surety Insurer declares that this Insurance Surety Bond is issued by the (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

14. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. _____ (Rupees _____ only). The surety Insurer shall be liable to pay the said amount or any part thereof only if the APGENCO serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before _____ [** (indicate date falling XXX days after the Bid Due Date)].

15. This Surety Bond shall also be operatable at our, branch at, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter immediately and make payment of amounts so demanded under the said invocation.

16. The Insurance Surety Bond shall be verifiable from the specific portal created for this purpose.

In witness where of Signed and sealed this Surety Bond on this _____Day _____(month)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

of 20XX at_____.

SIGNED, SEALED AND DELIVERED
For and on behalf of the Insurance company by:
(Signature of the Authorised Official)
(Name) (Designation) (Code Number)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Andhra Pradesh Power Generation Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND FOR CONTRACT PERFORMANCE GUARANTEE

To:
Chief Engineer
HPC and HYDEL Projects APGENCO,
Vidyut Soudha Gunadala,
Vijayawada-520004
Andhra Pradesh

In consideration of the **Andhra Pradesh Power Generation Corporation Limited** (An enterprise of the Government of Andhra Pradesh) (hereinafter referred to as 'APGENCO' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Indian Companies Act, 1956 read with subsequent amendments and Act(s) and having its registered office at Vidyut Soudha, Gunadala, Vijayawada, Andhra Pradesh, India-520004 has agreed to accept upon request of _____ having its registered office at (hereinafter called the said Contractor) this **Surety Bond** No._____, Dt._____ for making payment without effecting recovery of 5%(Five percent) of the value of Contract towards Performance Security for the satisfactory fulfilment of the Contract/ Agreement/ Purchase Order/Work Order under the terms and conditions of the Contract/ Agreement/Purchase Order/ Work Order No.LOI.No._____made between the APGENCO and _____ for execution of work **"**_____ (herein after called 'the said Contract/ Agreement/Purchase Order/Work Order'),on production of a **Surety Bond** for Rs. _____

AND WHEREAS we,_____(**"Surety Insurer")** through our branch at _____have agreed to furnish this **Surety Bond** by way of Performance Security.

NOW, THEREFORE, the **Surety Insurer** hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The **Surety Insurer** hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the Contract Period/ Warranty period/Defects Liability Period under and in accordance with the Contract, and agrees and undertakes to pay immediately to the APGENCO, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the **Surety Bond** Amount as the APGENCO shall claim, without the APGENCO being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the APGENCO, officer not below the rank of Chief Engineer/APGENCO that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the **Surety Insurer**. The **Surety Insurer** further agrees that the APGENCO shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the **Contractor** is in default shall be final and binding on the **Surety Insurer**, notwithstanding any differences between the APGENCO and the Contractor, or any dispute between them pending before

any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this **Surety Bond**, the APGENCO shall be entitled to act as if the **Surety Insurer** were the Principal Debtor and any/**Change** in the constitution of the Contractor and/or the **Surety Insurer,** whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the **Surety Insurer** under this **Surety Bond**.

4. It shall not be necessary, and the **Surety Insurer** hereby waives any necessity, for the APGENCO to proceed against the Contractor before **presenting** to the **Surety Insurer** its demand under this **Surety Bond**.

5. The APGENCO shall have the liberty, without affecting in any manner the liability of the **Surety Insurer** under this **Surety Bond**, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the APGENCO against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the APGENCO, and the **Surety Insurer** shall not be released from its liability and obligation under these presents by any exercise by the APGENCO of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the APGENCO or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the **Surety Insurer** from its liability and obligation under this **Surety Bond** and the **Surety Insurer** hereby waives all of its rights under any such law.

6. This **Surety Bond** is in addition to and not in substitution of any other **Surety Bond** or security now or which may hereafter be held by the APGENCO in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

7. Notwithstanding anything contained herein before, the liability of the **Surety Insurer** under this **Surety Bond** is restricted to the **Surety Bond** Amount and this **Surety Bond** will remain in force for the period specified below and unless a demand or claim in writing is made by the APGENCO on the **Surety Insurer** under this **Surety Bond** all rights of the APGENCO under this **Surety Bond** shall be forfeited and the **Surety Insurer** shall be relieved from its liabilities hereunder after the date mentioned.

8. The **Surety Bond** shall cease to be in force and effect on _____ Unless a demand or claim under this **Surety Bond** is made in writing before expiry of the Surety Bond, the **Surety Insurer** shall be discharged from its **liabilities** hereunder.

9. The **Surety Insurer** undertakes not to revoke this **Surety Bond** during its currency, except with the previous express consent of the APGENCO in writing, and declares and warrants that it has the power to issue this **Surety Bond** and the **undersigned** has full powers to do so on behalf of the **Surety Insurer**.

10. Any notice by way of request, demand or otherwise hereunder may be sent by courier, registered post or certified e-mail addressed to the **Surety Insurer** at its above referred branch or e-mail set forth herein, which shall be deemed to have been duly **authorized** to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer & the APGENCO that the envelope was so posted shall be conclusive.

11. This **Surety Bond** shall come into force with immediate effect and shall remain in force and effect for up to the date specified above or until it is released earlier by the APGENCO pursuant to the provisions

of the **Contract**.

12. The **Surety Insurer** declares that this Insurance Surety Bond is issued by the ..... (name of Insurance Company) as **per** the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).
13. This Surety Bond shall also be operatable at our _____, branch at _____, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the **contingency** of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter immediately and make payment of amounts so demanded under the said invocation.
14. The Insurance Surety Bond shall be verifiable from the specific portal created for this purpose.

In witness where of Signed and sealed this Surety Bond on this _____Day _____(month) of 2024 at_____.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Insurance company by:

(Signature of the Authorised Official)

(Name) (Designation) (Code Number)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Andhra Pradesh Power Transmission Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT
(To be executed on Non-Judicial Stamp Paper of Appropriate Value)

Insurance Surety Bond No. ……..

Date: _____

(Name of Contract)

To:

APTRANSCO

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above-named Contract (hereinafter called "the Bid").

KNOW ALL PERSONS by these present that We ..... (name of Insurance Company) of ..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto APTRANSCO (a Govt. of India Enterprise) (hereinafter called "the APTRANSCO") for the sum of ..... (amount), for which payment well and truly to be made to APTRANSCO, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder,
   - withdraws or modifies its Bid during the period of bid validity, or
   - adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.

2. If the Bidder, having been notified of the acceptance of its Bid by the APTRANSCO during the period of bid validity.

   - fails or refuses to sign the Contract Agreement when required, or
   - fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the APTRANSCO up to the above amount upon receipt of its first written demand, without the APTRANSCO having to substantiate its demand, provided that in its demand the APTRANSCO will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the ..... (name of Insurance Company), utilizing the credit limit of M/s ..... *(name of BESSD)* as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date XX months from the last date of Bid Submission), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company
……..
in the capacity of ……..
Common Seal of the Insurance Company with complete address including Tel. Nos. / e-Mail Id.
Staff Authority No. of the officer of the Insurance Company /Signatory

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.

2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.

3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.

4. Stamp paper shall be purchased in the name of Insurance Company issuing the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Insurance Company shall be requested independently for verification/ confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.

5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favor of the Transmission Corporation of Andhra Pradesh Limited (APTRANSCO) issued by any Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in Indian currency (INR) only is acceptable to the APTRANSCO

6. Insurance Surety Bond for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the APTRANSCO (authority inviting tenders) with a forwarding letter.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Andhra Pradesh Power Transmission Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

Insurance Surety Bond No. : _____

Date : _____

Name of the Contract : Specification No. _____ - _____

Lr. No. : _____ DT: _____

To:
The Chief Engineer/ Projects,
Vidyut Soudha, Gunadala,
Vijayawada, APTRANSCO

In consideration of the _____**, APTRANSCO** (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 _____ having its Registered Office & Corporate 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 Employer's Letter of Acceptance Lr NO. _____ DT: _____ and the same having been acknowledged by the Contractor, for Rs. _____ (Rupees _____ only) for Specification No._____- _____ and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the Contract, equivalent to Rs._____ (Rupees _____ only) of the said value of the aforesaid work under the Contract to the Employer.

WE _____ having our registered office at _____ and one of its branches _____ (hereinafter called "the Surety"), which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of Rs. _____ (Rupees _____ only) of the as 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 Employer on the Insurance Company 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 Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till _____ [days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. 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 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

Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer 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 or 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 Insurance Company

The Surety declares that this Insurance Surety Bond is issued by the _____ having our registered office at _____ (name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i. Our liability under this Insurance Surety Bond shall not exceed Rs. _____ (Rupees _____ only)

ii. This Insurance Surety Bond shall be valid up to _____

iii. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before _____

The Surety Bond can be confirmed from our following E- confirmation cell Mail IDs and Address:
Email ID:
Address:

WITNESS Signed for and on behalf of the

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - AP- Industrial Corridors Infrastructure Development Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Format of Insurance Surety Bond for BID Security

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:……

(Name of Contract)

To:

(Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above-named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... KNOW ALL

PERSONS by these present that We (name of Insurance Company) of..... (Address of Insurance

Company) (hereinafter called "the Surety"), are bound unto --------- (a Govt. of India Enterprises) (hereinafter called "the Employer") for the sum of..... (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under the Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.
    a. fails or refuses to sign the Contract Agreement when required, or
    b. fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the…….. (name of Insurance Company) as per the applicable rules and regulations of the Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

_____

_____ in the capacity of

_____

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id.

Staff Authority No. of the officer of the Insurance Company/Signatory

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR BID SECURITY

1. Insurance Surety Bond for BID Security should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for BID Security shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for BID Security shall be duty signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Ac amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - AP- Industrial Corridors Infrastructure Development Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE
(To be execute on Non-Judicial Stamp paper of appropriate value)

(Insurance Surety Bond No……)

Date.....

(Name of the Contract)

To:

Dear Sirs,

In consideration of the ....*[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 M/s ..... *[Contractor's Name]* .... 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 Employer's Letter of Acceptance No. ..... dated ..... and the same having been acknowledged by the Contractor, for …… [Contract sum in figures and words] for ……... *[Name of the work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ……..(*)…….. of the said value of the aforesaid work under the Contract to the Employer.

We .....*[Name & Address of the Insurance Company]* ..'..... having its Head Office at ..... (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the

Contractor to the extent of ..... (*) ..... as aforesaid at any time upto ..... (@) .....

[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 Employer on the Insurance Company 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

Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till ……..*[days/month/year]* whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. 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 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 Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer 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 However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

The Surety declares that this Insurance Surety Bond is issued by the ……(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i. Our liability under this Insurance Surety Bond shall not exceed ……(*)…… ii. This Insurance Surety Bond shall be valid up to ……(+)…….

iii. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before ……..@.....

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

WITNESS **Signed for and on behalf of the Insurance Company**

....

(Signature) (Signature)

....

(Name) (Name)

Notes:

1. (*) This sum shall be Two & half percent (2.5%) of the Contract Price denominated in the types and proportions of currencies.
   (@) This date will be thirty (90) days beyond the issue of defect liability period as specified in the Contract.

   (+) This date will be the date of issue of defect liability Certificate.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.
3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Mobilization Advance Bond - AP- Industrial Corridors Infrastructure Development Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND FOR MOBILIZATION ADVANCE

Insurance Surety Bond No :

Date :

Name of the Contract :

Agreement Number :

To:
……
……

(A) **……..**, having its registered/Corporate office at …… (hereinafter called the "Contractor") has executed an agreement no. **…….** Dated **……** (hereinafter called the "Agreement") with the **……..**, (hereinafter called the "Employer") for …… (the "EPC") basis, subject to and in accordance with the provisions of the Agreement.

(B) In accordance with Clause 26.2 of the Agreement, the Employer shall make to the Contractor an interest bearing @Bank Rate + 3% advance payment (herein after called "Advance Payment") equal to 10% (ten per cent) of the Contract Price; and that the Advance Payment shall be made in two installments subject to the Contractor furnishing an irrevocable and unconditional Insurance Surety Bond by Insurance Company for an amount equivalent to 110% (one hundred and ten percent) of such installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {……} installment of the Advance Payment is **Rs…….. (Rupees …… only)** and the amount of this Insurance Surety Bond is **Rs…….. (Rupees ……).** (the "Guarantee Amount").

(C) We, …… Insurance Company through our branch at Address……. (the "Insurance Company") have agreed to furnish this Insurance Surety Bond (hereinafter called the "Guarantee") for the Guarantee Amount.

NOW, THEREFORE, the Insurance Company hereby, unconditionally and irrevocably, guarantees and affirms as follows:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(1) The Insurance Company hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the Employer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Employer shall claim, without the Employer being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein. A letter from the Employer, under the hand of an officer not below the rank of [……], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the instalment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Insurance Company. The Insurance Company further agrees that the Employer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Insurance Company, notwithstanding any differences between the Employer and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Employer or body, or by the discharge of the Contractor for any reason whatsoever.

(2) In order to give effect to this Insurance Surety Bond, the Employer shall be entitled to act as if the Insurance Company were the principal debtor and any change in the constitution of the Contractor and/or the Insurance company, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Insurance Company under this Guarantee.

(3) It shall not be necessary, and the Insurance Company hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Insurance Company its demand under this Guarantee.

(4) The Employer shall have the liberty, without affecting in any manner the liability of the Insurance Company under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/ or the securities available to the Employer, and the Insurance Company shall not be released from its liability and obligation under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Insurance Surety Bond from its liability and obligation under this Guarantee and the Insurance Company hereby waives all of its rights under any such law.

(5) This Insurance Surety Bond is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Employer in respect of or relating to the Advance Payment.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(6) Notwithstanding anything contained herein before, the liability of Insurance Company under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Employer on the Insurance Company under this Guarantee all rights of the Employer under this Insurance Surety Bond shall be forfeited and the Insurance Company shall be relieved from its liabilities hereunder.

(7) The Insurance Surety Bond shall cease to be in force and effect on …… . Unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Insurance Company shall be discharged from its liabilities hereunder.

(8) The Insurance Company undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Employer in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Insurance Company.

(9) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Insurance Company at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Employer that the envelope was so posted shall be conclusive.

(10) This Insurance Surety Bond shall come into force with immediate effect and shall remain in force and effect up to the end of …… or until it is released earlier by the Employer pursuant to the provisions of the Agreement.

The Surety Bond can be confirmed from our following E- confirmation cell Mail

Mail Id's:

Signed and sealed this ……. day of ……. 20…….. at …… SIGNED, SEALED AND DELIVERED

For and on behalf of the Insurance Company :
in the capacity of :

Common Seal of the Insurance Company
with complete address
including Tel. Nos./e-Mail Id. :

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Staff Authority No. of the officer of the Insurance Company/Signatory :

Signed and sealed this ..... day of ..... 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Insurance Company by:

(Signature) (Name) (Designation) (Code Number) (Address)

NOTES:

i The Insurance Surety Bond should contain the name, designation and code number of the officer(s) signing the Insurance Surety bond.

ii The Address, telephone number and other detail of the head of the Insurance Company as well as issuing branch should be mentioned on the covering letter of issuing branch.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Assam Power Distribution Company Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond No. .....

Date: .....

To,

…….

……

Dear Sirs,

In consideration of the Assam Power Distribution Company Limited (Hereinafter referred to as the 'APDCL' 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 'Bidder', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a bid by issue of APDCL's Notification of Award No. ..... dated..... and the same having been unequivocally accepted by the bidder, resulting into a bid bearing No..... dated .....

We _____ 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 APDCL, on demand any and all amount payable by the Bidder to the extent of **Rs. ……. (Rupees ……. Only)** as aforesaid at any time up to **XX months** without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by APDCL on the Insurer shall be conclusive and binding notwithstanding any difference between APDCL and the Bidder 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 Bid, without prior consent of APDCL and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

APDCL may, at its discretion, extend the validity or performance period of the Bid from time to time. Upon such extension, the Insurer shall, upon written request from APDCL, extend the validity of this Insurance Surety Bond correspondingly, without demur or condition, subject to the overall maximum validity period agreed under this Bond.

Any delay, indulgence, or forbearance by APDCL in exercising its rights against the Bidder shall not discharge or reduce the Insurer's obligations under this Bond. However, such extensions or indulgences shall not operate to indefinitely increase the Insurer's liability beyond the total amount specified herein.

APDCL shall have the right, at its option, to invoke this Insurance Surety Bond and recover amounts directly from the Insurer, without first proceeding against the Bidder or any other security, provided that such invocation is made within the validity period of this Bond.

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

Dated this ……. day of …… 20XX at ……..

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Designation with Insurer Stamp)

Authorised Vide Power of

Attorney No.....

Date.....

WITNESS :

1. .....

(Signature)

.....

(Name)

2. .....

(Signature)

.....

(Name)

Notes :

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Bangalore Development Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SECTION 12 : FORMAT OF Surety Bond FOR EARNEST MONEY DEPOSIT

WHEREAS _____ [name of Bidder] (hereinafter called “the Bidder”) has submitted his bid dated _____ [date] for the construction of _____ [name of Contract] (hereinafter called “the Bid”).

KNOWN ALL MEN by these presents that We _____ [name of Insurance Company] of _____ [Name of Country] having our registered office at _____ (hereinafter called “The Insurance Company”) are bound unto _____ [Name of the Employer] (hereinafter called “the Employer”) in the sum of _____ for which payment well and truly to be made to the said Employer the Insurance Company binds himself, his successors and assigns by these presents.
SEALED with the Common Seal of the said Surety Bond this _____ day of _____ 20__.

THE CONDITIONS of the obligation are:
1. If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;
2. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
(i) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders; or
(ii) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by his is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date XXX days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer; notice of which extension(s) to the Insurance Company is hereby waived. Any demand in respect of this Guarantee should reach the Insurance Company not later than the above date.

Date _____ Signature of the Insurance Company_____
Witness _____ Seal _____
_____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Bangalore Development Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SECTION 11 : FORMAT OF Surety Bond FOR SECURITY DEPOSIT

To: _____ [name of Employer]
_____ [Address of Employer]

WHEREAS _____[name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No._____, dated _____ to execute _____ [name of Contract and brief description of Works]
(hereinafter called "the Contract"); AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Surety Bond by a recognized insurance company for the sum specified therein as security for compliance with his obligations in accordance with the Contract;
AND WHEREAS we have agreed to give the Contractor such a Surety Bond;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] Rupees _____ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the Guarantor
Name of Insurance Company _____
Address _____
Date

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Bangalore Electricity Supply Company Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form of Insurance Surety Bond towards Performance Security
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No:
Date:
TO
…….. BESCOM

Dear Sirs,
In consideration of the Bangalore Electricity Supply Company 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 Intent to Award the Contract No…….dated……. and the same having been unequivocally accepted 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 XX% (..... Percent) of the Amount put to tender (Excluding GST) plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 43 of the CC (Conditions of Contract).

We …… [Name & Address of the Insurer]…….having its Head Office at……. (hereinafter referred the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, do hereby guarantee and undertake to pay the Owner, 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 reference to the Contractor. Any such demand made by the Owner on the Insurer 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 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 Owner and further agrees that the guarantee herein contained shall be enforceable till the Owner discharges this guarantee.

The Owner 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 performance of the Contract by the Contractor 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 Owner 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 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 or remedy or security available to the Owner. The Insurer shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the 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, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Owner at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, 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 hereinabove our liability under this Insurance Surety Bond is restricted to ……..* and it shall remain inforce 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.{ Contractor's Name} on whose behalf this Insurance Surety Bond has been given.

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

WITNESS :

1. ....
(Signature) (Signature)
....
(Name) (Name)
.....
(Official Address) (Designation with Insurer Stamp)

Authorised Vide Power of Attorney
No…….
Date……..

2. ……

(Signature)

……....

(Name)

……

(Official Address)

Notes :(*) this sum shall be ……. percent XX% (…….. Percent) of the Amount put to tender (Excluding GST) plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 43 of the CC (Conditions of Contract).

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

2. The Owner shall be the Creditor, the Contractor 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.

3. The Insurance Surety Bond should be on Non-Judicial stamp paper/ e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/ e- stamp paper shall be purchased in the name of Contractor Insurer issuing the Insurance Surety Bond.

4. 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.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Bhabha Atomic Research Centre

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

BID SECURITY

WHERE AS _____ having Registered office at _____ (herein after called "the Bidder") has submitted his bid dated _____for undertaking the work of _____ (herein after called "the Bid")

KNOW ALL PEOPLE by these presents that We…… (Name of Insurer) of ……. (Name of country) having our registered office at……. (herein after called "the Insurer") are bound to _____, acting through _____ for the sum of Rs._____ for which payment will and truly be made to be said BARC _____, the Insurer binds itself, his successors and assigns by these presents.

SEALED with the common seal of the said Insurer this…… day of 20XX.

THE CONDITIONS of this obligation are:

(2) If after Bid opening the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid or makes any modification in the terms and conditions of the tender which are not acceptable to BARC.

OR

(2) If the Bidder having been notified of the acceptance of his Bid by BARC during the period of bid validity.

(b) Fails or refuses to execute the Form of Agreement in accordance with the instructions of Bidders, if required;

OR

(b) Fails to commence the work specified in the tender document in prescribed time.

We …… (Name of Insurer & Branch) undertake to pay BARC up to the above amount upon receipt of their first written demand, without BARC, _____ having to substantiate their demand, provided that in their demand BARC will note that the amount claimed by them is due to them owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____. This date may be extended by _____, BARC, notice of which extension(s) to the Insurer is hereby waived. Any demand in respect of this Guarantee should reach the Insurer not later than the above date.

DATE …… SIGNATURE OF THE INSURER …….

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

WITNESS …….

SEAL ……..

(Signature, name and address)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Bharat Heavy Electricals Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form of Insurance Surety Bond towards Earnest Money Deposit

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

Insurance Surety Bond No…….....

Date……

To

BHARAT HEAVY ELECTRICALS LIMITED

_____

_____

_____

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/ Notice Inviting Tender No _____ (Tender Conditions),M/s. _____ having its registered office at _____ (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of _____ invited by M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at _____.

The Tender Conditions provide that the Tenderer shall pay a sum of Rs _____ (Rupees _____ only) as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Insurance Surety Bond

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Surety Bond against Earnest Money Deposit for an amount of Rs. _____ (Rupees _____ only) is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

We, the _____[Name & address of the Insurer]_____having our Registered Office at _____ (hereinafter referred to as the Insurer) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. _____ (in words Rupees _____ only) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Insurer shall be conclusive as regards the amount due and payable by the Insurer under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only)

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/ Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We _____ Insurer further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

This Bond shall be irrevocable and shall remain in force upto and including_____ and shall be extended from time to time for such period as may be desired by the Employer.

This Bond shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Bond is made on us in writing on or before the _____ we shall be discharged from all liabilities under this Guarantee.

We, _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Insurer under this Guarantee shall not exceed Rs. __ (Rupees _____ only)

b) This Guarantee shall be valid up to _____

c) Unless the Insurer is served a written claim or demand on or before _____ all rights under this bond shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this bond irrespective of whether or not the original Surety bond is returned to the Insurer.

We, _____ , have power to issue this Bond under law and the undersigned as a duly authorized person has full powers to sign this Bond on behalf of the Insurer.

Date…….....……

For and on behalf of

(Name of the Insurer)

Place of Issue……..

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Bharat Heavy Electricals Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form of Insurance Surety Bond towards Performance Security

(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 the ..... *[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 M/s..... *[Contractor's Name]*……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 Employer's Letter of Award No. ..... dated……..and the same having been unequivocally accepted by the contractor, valued at Rs.....(in words) 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 Employer amounting Rs……(in words).

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 R s . . ..(*).....(in words) as aforesaid at any time up to .....(@).....*[days/month/year]* without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive andbinding 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 performance of the Contract by the Contractor for thepurpose 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 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 Employer and the Contractor or any other courseor remedy or security available to the Employer. The Insurer shall not be released of its obligations under thesepresents by any exercise by the Employer of its liberty with reference to the 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 orany 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.

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

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to Rs.....(*)..... (in words) 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 .....*[Contractor's Name}*..... on whose behalf this Insurance Surety Bond has been given.

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

WITNESS :

1. .....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Authorised Vide Power of

Attorney No.....

Date.....

2. .....(Signature)

.....(Name)

.....(Official Address)

Notes : 1. (*) This sum shall be Five percent (05%) of the Contract Price.

(@) This date will be ninety (90) days beyond the Performance Guarantee for Workmanship period as specified in the Contract.

4. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

5. The Employer shall be the Creditor, the Contractor 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.

The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased inthe name of Bidder/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond 2 - Bharat Heavy Electricals Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

PROFORMA OF INSURANCE SURETY BOND TOWARDS EARNEST MONEY DEPOSIT

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

Insurance Surety Bond No. .....

Date.....

To

Bharat Heavy Electricals Limited,
Central Procurement Cell (CPC), 8th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301

Dear Sirs,

In accordance with Invitation for Bids under your Tender Ref. No. ....., M/s..... [Bidder's Name] ..... having its Registered/Head Office at .....(hereinafter called the 'Bidder') wish to participate in the said bid for [Name of Package] ..... as an irrevocable Insurance Surety Bond against Earnest Money Deposit for an amount of ….....(*) ..... valid for .....(**) ..... days from .....(***) ..... required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the ..... [Name & address of the Insurer] ..... having our Head Office at .....(#)..... guarantee and undertake to pay immediately on demand by **Bharat Heavy Electricals Limited** (hereinafter called the 'Employer') the amount of .....(*) ..... without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and remain in full force for a period of .....(**) ..... days from the latest due date of bid opening and a claim period of .....(@).....days. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ..... [Bidder's Name] ..... on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this.....day of..... 20..... at .....

(Signature)
.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(Name)
.....
(Designation with Insurer Stamp)
Authorised Vide Power of Attorney
No.....
Date.....

WITNESS :

1. .....(Signature)
   .....(Name)
   .....(Official Address)

2. .....(Signature)
   .....(Name)
   .....(Official Address)

NOTE :

1. (*) The amount as specified in the Notice inviting Tender (NIT).
   (**) This shall be the duration of Offer Validity Date.

   (***) This shall be the latest date of opening of Techno-Commercial bids.

   (#) Complete mailing address of the Head Office of the Insurer to be given.

   (@) This date shall be expiry of claim period & may be kept 3-6 months beyond the validity date
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state (s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond 2 - Bharat Heavy Electricals Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

PROFORMA OF INSURANCE SURETY BOND TOWARDS PERFORMNCE SECURITY

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

Insurance Surety Bond No.....

Date.....

To,

Bharat Heavy Electricals Limited,
Power Sector Eastern Region,
DJ-9/1, Sector – II, Salt Lake,
Kolkata (W.B.)– 700091

Dear Sirs,

In consideration, to **Bharat Heavy Electricals Limited** (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), for having awarded, **M/s … (Contractor's name) …** having its Registered /Head Office at … (Address) **…** (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 Letter of Award No. **…… dated ...dd/mm/yyyy…** and the same having been unequivocally accepted by the contractor, valued at **Rs. ……..… (Rupees …… only)** and the Contractor having agreed to provide Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract equivalent to **….%** (percent) of the said value of the Contract to the Employer amounting **Rs. …… (Rupees ……..… Only).**

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 in terms of the agreement to provide Security Deposit, to the extent of **Rs …… (Rupees …… Only)** as aforesaid at any time up to **…dd/mm/yyyy… [*#*]** without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the 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 the Insurer 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 **…dd/mm/yyyy… [@*]**.

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 performance of the Contract by the Contractor 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 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 Employer and the Contractor 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 by the Employer of its liberty with reference to the 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.

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

Notwithstanding anything contained herein above our liability under this Insurance Surety Bond is restricted to **Rs. …… (Rupees …… Only)** and it shall remain in force up to and including **...dd/mm/yyyy...** ***[#]*** and shall be extended from time to time for such period, as may be desired by **M/s …(Contractor's name)…** on whose behalf this Insurance Surety Bond has been given.

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

(Signature)
.....
(Name)
.....
(Designation with Insurer Stamp)
Authorised Vide Power of Attorney No.....
Date.....

WITNESS :

1. .....(Signature)
   .....(Name)
   .....(Official Address)

2. .....(Signature)
   .....(Name)
   .....(Official Address)

Notes:

1) **# Validity date**: The validity of Insurance Surety Bond towards Security Deposit shall be till actual completion work (Contract period) + Guarantee Period + 3 months.

2) **@ Date of Expiry of Claim Period**: The Claim period may be kept 3 to 6 months beyond the validity date.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

3) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

4) The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

5) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Retention Money Bond – Bharat Heavy Electricals Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Proforma of Insurance Surety Bond Towards Retention Amount

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

Insurance Surety Bond No.....

Date.....

To,

Bharat Heavy Electricals Limited,

……..

…….

Dear Sirs,

In consideration, to Bharat Heavy Electricals Limited (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), for having awarded, M/s … (Contractor's name) …having 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 Letter of Award No. ……..…..…… dated ...dd/mm/yyyy… and the same having been unequivocally accepted by the contractor, valued at Rs. ……..…..…… (Rupees ……..…..…… only) and the Contractor having agreed to provide Retention Amount for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract equivalent to ….% (percent) of the said value of the Contract to the Employer amounting Rs. ……..…..…… (Rupees ……..…..…… Only).

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 in terms of the agreement to provide Retention amount, to the extent of Rs ……..…..…… (Rupees ……..…..…… Only) as aforesaid at any time up to …dd/mm/yyyy… [#] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the 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 the Insurer 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 …dd/mm/yyyy… [@].

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 performance of the Contract by the Contractor 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 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 Employer and the Contractor 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 by the Employer of its liberty with reference to the 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.

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

Notwithstanding anything contained herein above our liability under this Insurance Surety Bond is restricted to Rs. …….…..…..…… (Rupees ……..…..…..…… Only) and it shall remain in force up to and including ...dd/mm/yyyy... [#] and shall be extended from time to time for such period, as may be desired by M/s …(Contractor's name)… on whose behalf this Insurance Surety Bond has been given.

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

(Signature) .....

(Name) .....

(Designation with Insurer Stamp)

Authorised Vide Power of Attorney No.....

Date.....

WITNESS:

1. .....(Signature)

   .....(Name)

   .....(Official Address)

2. .....(Signature)

   .....(Name)

   .....(Official Address)

Notes:

1) # Validity date: The validity of Insurance Surety Bond towards Retention Amount shall be till actual completion work (Contract period) + 3 months

2) @ Date of Expiry of Claim Period: The Claim period may be kept 3 to 6 months beyond the validity date.

3) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

4) The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

5) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is

executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased inthe name of Bidder/Insurer issuing the Insurance Surety Bond

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid & Performance Bond - Bharat Petroleum Company Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Proforma of Insurance Surety Bond towards Bid Security (EMD) / Performance Security

[To be stamped in accordance with Stamp Act of India]

Insurance Surety Bond No. Date

To

[Bharat Petroleum Corporation Limited]

Dear Sirs,

In accordance with Invitation for Bids under your Tender No. & date…….. M/s……(Bidder Name)……... having its Registered / Head Office at ……(hereinafter called the 'Bidder') wish to participate / have been awarded [as the case may be] in the said tender for …….[Procurement description / Tender Title].

As an irrevocable Insurance Surety Bond against Bid Security (EMD) / Performance Security [as the case may be] for an amount of ……...[EMD/Performance Security amount] and remain in full force for a period of …….days i.e. up to [Validity Date] from the Bid Due Date and with an additional claim period of …….(days) i.e. up to [Claim Period Validity Date] required to be submitted by the Bidder as a condition precedent for participation in the said bid / award of contract [as the case may be] which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents / Contract / LoA.

We, the ……[Name of the Insurer] registered under IRDAI having our Head Office at ……....[Address of the Insurer] guarantee and undertake to pay immediately on demand by Bharat Petroleum Corporation Limited (hereinafter called the 'Beneficiary') the amount of ……[EMD / Performance Security amount] without any reservation, protest, demand and recourse. Any such demand made by the Beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and / or any right / remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to ……..[Claim date]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from M/s……..[Bidder's Name] on whose behalf this Insurance Surety Bond is issued.

The Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Insurer.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Insurer or any absorption, merger or amalgamation of the Bidder or the Insurer with any other person.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on

this.....day of……..20.....at……

……

(Signature)

……

(Name)

……

(Designation with Insurer Stamp)

Contact Details & Address of Surety Insurer for verification:

Name (Official):……

Branch Address:……

Telephone No.:……..

Mobile No:……

E-mail……..

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Advance Bond - Bharat Petroleum Company Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form of Insurance Surety Bond towards Advance

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

Date:

To,

Bharat Petroleum Corporation Limited,

_____

_____

Dear Sir,

Bharat Petroleum Corporation Limited (hereinafter called 'the Company' which expression shall include its successors and assigns) has awarded to M/s. (Name)…… (Constitution)…… (Address)…… (hereinafter referred to as "the Vendor" which expression shall wherever the subject or context so permits include its successors, administrators, representatives and permitted assigns) the job of …….. (Tender title), on terms and conditions as set out in Tender ref no. _____ (hereinafter referred to as the "Contract") for contract value of Rs. _____ (in words) and in terms of the Contract, the Company has agreed to make an advance payment of ……% (….. percent) of the contract value to the Vendor against Insurance Surety Bond to be furnished by the Vendor.

We, the ..... [Name of the Insurer] (hereinafter referred to as "Insurer") registered under IRDAI having our Head Office at.....[Address of the Insurer] guarantee and undertake to pay immediately on demand by the Company the amount of ..... [Advance amount] without any reservation, protest, demand and recourse. Any such demand made by the Company shall be conclusive and binding on us irrespective of any dispute or difference raised by the Vendor and / or any right / remedy available to the Vendor in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to .....[validity date] with an additional claim period up to…….. [XX months after validity date]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from the Vendor on whose behalf this Insurance Surety Bond is issued.

The Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein. The undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Insurer.

The Surety Bond shall not be affected by any change in the constitution or winding up of the Vendor or the Insurer or any absorption, merger or amalgamation of the Vendor or the Insurer with any other person.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Contact Details & Address of Surety Insurer for verification:

Name (Official): ……

Branch Address:……

Telephone No.:…… Mobile No:……

E-mail:……

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Bharat Sanchar Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

BID SECURITY IN FORM OF INSURANCE SURETY BOND

(To be submitted on non-judicial stamp paper of appropriate value)

Insurance Surety Bond for Bid Security

Whereas M/s …… R/o …… …… …… (Hereafter referred to as **Principal**) has approached us for giving a Suretyof Rs. ……/- (hereafter known as the "**Surety Amount**") valid up to …../……/ 20….. (hereafter known as the "**Validity date**") in favour of ……(e.g. DGM BSNL CO, Delhi)(Hereafter referred to as BSNL) for participation in the tender of work of…….. vide tender no. ……

Now at the request of the Principal, We ..... Insurance Company Limited,registered under the Insurance Act, 1938, with its Corporate office, ……and Registered/Head Office …… (the "**Surety**") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & relevant regulatory prescriptions issued and/or amended from time to time , agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said **Principal** of any of terms or conditions contained in the said tender Agreement or by reason of the **Principal**'s failure to honour its bid submitted to perform the said works. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the BSNL in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the "Surety Amount".

3. We, the Surety, undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the **Principal** in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the **Principal** shall have no claim against us for making such payment.

4. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said tender Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said tender Agreement have been fully and properly carried out by the said **Principal** and accordingly discharge this Surety. Unless a demand or claim under this Surety is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this Surety thereafter.

5. We the Surety further agree with the BSNL that the BSNL shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said tender Agreement or to extend time of performance by the said **Principal** from time to time or to postpone for any time or from time to time, any of the powers exercisable by the BSNL against the said **Principal** and to forbear or enforce any of the terms and conditions relating to the said tender agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Principal** or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said **Principal** or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

9. Notwithstanding anything herein contained:
   (a) The liability of the Surety under this Surety bond is restricted to the "**Surety Amount**" and it will remain in force up to its Validity date specified above.
   (b) The Surety shall stand completely discharged and all rights of the BSNL under this Surety shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

10. In case BSNL demands for any money under this Surety Bond, the same shall be paid through Banker's Cheque in favour of "**AO (Cash) BSNL C.O. New Delhi**" payable at New Delhi or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.

11. The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place: ……

Date: ……..

(Signature of the Insurance Company Officer)
Rubber stamp of the Insurance Company

Authorized Power of Attorney Number: ……..
Name of the officer: ……
Designation: ……
Official Email ID:……

Complete Postal address of Insurance Company: ……..
Telephone Numbers ……..
Fax numbers ……

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by BSNL.
……..
……
……
……

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Bharat Sanchar Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Performance Guarantee Surety Bond

(To be submitted on non-judicial stamp paper of appropriate value)

To ,
DGM (MMP) BSNL CO,
Delhi R/o Bharat Sanchar Bhawan,
Harish Chandra Mathura Lane,
Janpath, New Delhi-110001

Surety Bond No : ……
Surety Bond Issue dt : ……
Surety Bond Amt. :INR…….
Bond Valid upto : …….
Bond Claim Period :……..

Dear Sir / Madam,

Whereas ……..(e.g. **AGM (MM)** BSNL CO, Delhi R/o MM cell, Bharat Sanchar Bhawan, Harish Chandra Mathura Lane, Janpath, New Delhi-110001)(hereafter referred to as **BSNL**) has issued an APO/AWO no……..Dated…… awarding the work of …… (the "Agreement") to M/s……., R/o……. (hereafter
referred to as "**Principal**") and BSNL has asked Principal to submit a performance guarantee in favour of …… (e.g. **DGM (MMP)** BSNL CO, Delhi) of INR …… (hereafter referred to as "Bond Amount") valid up to dd.mm.yyyy (hereafter referred to as "Validity Date")

Now at the request of the Principal, We..... Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office, …… and Registered/Head Office …… (the "**Surety**") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDAI Act, 1999 & IRDA Guidelines issued vide Master Circular on General Insurance Business, dated June 11, 2024, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. The Surety do hereby undertake and assure to the BSNL that, if in opinion of BSNL the Principal in any way fails to observe or perform the terms and conditions of the Agreement or commits any breach of its obligations there-under, the Surety shall on demand and without any objection or demur pay to the BSNL such sum or sums up to an aggregate sum of the Bond Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Surety to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Principal to pay to BSNL or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Principal had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Principal and BSNL regarding the claim.

4. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this
Surety Bond shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

5. The Surety further agrees that the BSNL shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the Agreement or to extend the time for the performance contained in the Agreement from any of the powers exercisable by BSNL against the Principal and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Principal or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Principal or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Surety.

6. In case BSNL demands for any money under this Surety Bond, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL CO" payable at New Delhi or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

7. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

1. Our Liability under this Surety Bond shall not exceed
INR ……..**(Rupees: ……. Only).**

2. This Surety Bond shall be valid upto……(Validity date)

3. Further a claim period of **3 (threemonths)** from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before …….. (Date of claim period if any).

4. At the end of expiry of the Validity Date (including claim period), unless an action to enforce the claim under this Surety Bond is initiated before the Court or Tribunal on or before 12 months after the expiry of the Validity Date (including claim period), all your rights under this Surety Bond shall stand extinguished and we shall be relieved and discharged from all our liabilities and obligations under this Surety Bond irrespective of return of original Surety Bond

Place: ……

Date: …….. (Signature of the Surety)
Rubber stamp of the Surety

Authorized Power of Attorney Number: …….

Name of the Surety officer: ……..

Designation: ……

Complete Postal address of Surety: ……
……

Telephone Numbers ……..

Fax numbers ……

Email ID (only official Email ID) ……..

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom/ where the Surety Bond can be got confirmed by BSNL.
……..
……
……

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Mobilization Advance Bond – BSNL

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Format for Mobilization Advance Insurance Surety Bond

(To be submitted on non-judicial stamp paper of appropriate value)

Surety Bond No. : ……

Surety Bond Issue date : ……

Surety Bond Amt. :INR…….

Bond Valid up to : …….

Bond Claim Period :……..

To, DGM (MMP), MM Cell,
BSNL CO, New Delhi
R/o Bharat Sanchar Bhawan,
Harish Chandra Mathura Lane,
Janpath, New Delhi-110001

Dear Sir / Madam,

Whereas AGM (MMP-I) R/o MM cell, Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi-110001 has issued an APO/AWO No. ……..Dated…… for awarding the work of …… (the "Agreement") to M/s……(Insert the name of the Contractor with address, contact person's telephone/mobile number and email address) (hereinafter called the contractor). In consideration of BSNL Corporate office, New Delhi (hereinafter called "BSNL") agreeing to make advance payment of (Insert MABG value in figures and words) to the said contractor which has been unequivocally accepted by the contractor and the contractor having agreed to provide an irrevocable Insurance Surety Bond against the Mobilization Advance, in accordance with the terms and conditions of the said PO, we ..... Insurance Company Limited,registered under the Insurance Act, 1938, with its Corporate office at ……..and Registered/Head Office at …… ("Surety") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, unconditionally agreed to give this Surety Bond in addition to any other Bank Guarantee/Surety Bond provided for the performance of the obligations under the said agreement by the contractor to BSNL in terms of the said agreement, by way of performance guarantee as hereinafter contained:

1. Under the terms of the said PO, BSNL has agreed to pay to the contractor an advance payment of Rs ------(Rupees ----------Only) being …..% of the basic value/total capex value of the said PO, against furnishing of an Irrevocable Mobilization Advance Surety Bond of an amount equal to 110% of the mobilization advance, by the contractor.

2. The surety at the request of the contractor has agreed to give this unconditional and irrevocable Mobilization Advance Surety Bond and agree and undertake not to revoke the same.
3. The Surety, hereby guarantee that the Supplier will duly comply and faithfully perform all their obligations and responsibilities under the said contract failing which we, the Guarantor, do hereby unconditionally undertake to pay to the BSNL ON MERE DEMAND AND WITHOUT ANY DEMUR A ND WITHOUT RECOURSE TO THE SUPPLIER such amount or amounts as the Guarantor may be called upon to pay not exceeding in the aggregate a sum of ---------- (MASB Value in figures and words).
4. The Mobilization Advance Surety Bond shall remain unaffected by liquidation or winding up, dissolution or change of constitution or insolvency of the Supplier but shall in all respects and for all purposes be binding and operative until payment of all monies due to BSNL under the Mobilization Advance Surety Bond are paid.
5. The decision of BSNL that any sum has become payable shall be final and binding on the Surety.
6. The Mobilization Advance Surety Bond shall be governed by the laws of India.
7. We --------(Surety Name), shall on simple demand from BSNL pay immediately to the Purchaser, t he said amount of -------- (Insert MASB value in figures and words) without any demur and without requiring the BSNL to invoke any legal remedy that may be available to them, to compel the Guarantor to pay the Advance Payment amount, even if the Supplier considers such demand of the Purchaser is unjustified.
8. Any notice by way of request, demand or otherwise hereunder may be sent by courier, fax or by post to the Surety on or before the expiry date of the Mobilization Advance Surety Bond. BSNL may lodge request/demand in writing at our branch …….. (Insert specific branch name and full address with telephone/fax numbers) at on or before the expiry of the Mobilization Advance Surety Bond as stated under clause no. 9.
9. We (Surety Name) undertake to pay to BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
10. Our liability under the Mobilization Advance Surety Bond is restricted to a sum of [Insert ABG value in figures and words)and the Mobilization Advance Surety Bond shall remain in force until (d ate) or such extended period as may be required by BSNL & Contractor and unless a claim under the Mobilization Advance Surety Bond is lodged with us within three months from the date of expiry of the Mobilization Advance Surety Bond at our branch i.e. on or before ……(date) or such extended period as the case may be, all your rights under the

Mobilization Advance Surety Bond shall be forfeited and we shall be relieved and discharged from all liabilities under the Mobilization Advance Surety Bond.

11. We (name of the Surety) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till (office/ Department)
12. This guarantee will not be discharged due to the change in the constitution of the Surety or the Contractor(s)/ supplier(s).
13. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this Surety Bond shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
14. The Surety further agrees that the BSNL shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the Agreement or to take any recourse/action thereof or to extend the time for the performance contained in the Agreement from any of the powers exercisable by BSNL against the Principal and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Principal or through any forbearance, act or action or omission on the part of BSNL or any indulgence by BSNL to Principal or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Surety.
15. In case BSNL demands for any money under this Surety Bond, the same shall be paid through Cheque in favour of “AO (Cash) BSNL CO” payable at “New Delhi” or by any other mode such as N EFT/RTGS, etc., as indicated by BSNL in its demand letter.
16. We (name of the Surety)…….. lastly undertake not to revoke this guarantee during its currency except with the previous consent of BSNL in writing.
17. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

1. Our Liability under this Surety Bond shall not exceed ----------(MASB Value).
2. This Surety Bond shall be valid upto……(Validity date)
3. Further a claim period of 3 (three) months from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before …….. (Date of claim period if any).

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

4. At the end of expiry of the Validity Date (including claim period), unless an action to enforce the claim under this Surety Bond is initiated before the Court or Tribunal on or before 12 months aft er the expiry of the Validity Date (including claim period), all your rights under this Surety Bond s hall stand extinguished and we shall be relieved and discharged from all our liabilities and obligations under this Surety Bond irrespective of return of original Surety Bond

Place: ……

Date: …….. (Signature of the Surety)

Rubber stamp of the Surety

Authorized Power of Attorney Number: …….

Name of the Surety officer: ……..

Designation: ……

Complete Postal address of Surety: ……

……

Telephone Numbers ……..

Fax numbers ……

Email ID (only official Email ID) ……..

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom/ where the Surety Bond can be got confirmed by BSNL

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Border Roads Organization

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for BID Security

(Refer Clauses 2.20)

To,

_____ [name of Authority]

_____ [address of Authority]

1. In consideration of you, xxxx, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of xxxxx. (a Company registered under Companies Act, 1956/2013) and having its registered office at "xxxxx (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its / their executors, administrators, successors and assigns), for the "xxxxx" (hereinafter referred to as "the project") pursuant to the RFP Document dated xxxxx issued in respect of the Project and other related documents including without limitation the draft contract agreement (hereinafter collectively referred to as "Bidding Documents"), we xxxxx (Name of Surety Insurer), having our registered office at xxxxx (hereinafter referred to as the "Surety Insurer"), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs.xxxxx (Amount in words) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. xxxxx (Amount in words).

4. This Surety Bond shall be irrevocable and remain in full force for a period of xxxxx (in words) days from the BID Due Date inclusive of a claim period of xxxxx days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered mail to the Surety Insurer at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to xxxxx (name of Surety Insurer along with branch address) and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealized.

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs.xxxxx (Amount in words). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before xxxxx.

14. This Surety Bond shall also be opera table at xxxxx from whom, confirmation regarding the issue of this Surety Bond or extension / renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. The Insurance Surety Bond shall be verified from specific portal created for this purpose.

Signed and Delivered by Surety Insurer

Authorized Signatory

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond 1 – Border Roads Organization

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF PERFORMANCE SURETY BOND

[Performance Security/Additional Performance Security]

To

_____ [name of Authority]

_____ [address of Authority]

WHEREAS _____ [name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No. _____Dated _____ for construction of _____ [name of the Project] (hereinafter called the "Contract").

AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Construction Period/ Defects Liability Period and Maintenance Period} in a sum of Rs….. cr. (Rupees …….…. crore) (the "Bond Amount").

AND WHEREAS we, …….. through our branch at ..... (the "Surety Insurer") have agreed to furnish this Performance Bond (hereinafter called the "Surety Bond") by way of Performance Security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

16. Contract document, irrevocably, unconditionally and without reservation, guarantee the due and faithful fulfillment and compliance of the terms and conditions of the contract documents by the said contractor and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of **Rs.---------- (Rupees ----------Only)** (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the contractor, if the contractor shall fail to fulfil or comply with all or any of the terms and conditions contained in the said bidding documents.

17. Any such written demand made by the Employer stating that the Contractor is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the contract Documents shall be final, conclusive and binding on the Surety Insurer.

18. We, the Surety Insurer, do hereby unconditionally undertake to pay the amount due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Contractor or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Contractor to fulfil and comply with the terms and conditions contained in the contract Document. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding **Rs.---------- (Rupees ----------Only).**

19. This Surety Bond shall be irrevocable and remain in full force for a period as mentioned in the notification of award and as well as in the contract document (period includes defective liability period + 28 days) or for such extended period as may be mutually agreed between the Employer and the Contractor, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

20. We, the Surety Insurer, further agree that the Employer shall be the sole judge to decide as to whether the contractor is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the contract Document and the decision of the Employer that the Contractor is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer

and the Contractor or any dispute pending before any Court, Tribunal, arbitrator or any other Authority.

21. The Surety Bond shall not be affected by any change in the constitution or winding up of the Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the Surety Insurer with any other person.

22. In order to give full effect to this Surety Bond, the Employer shall be entitled to treat the Surety Insurer as the Principal Debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said contract Document or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said contract Document by the said contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or forbear from enforcing any of the terms and conditions contained in the said contract Document or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

23. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

24. We, the Surety Insurer undertakes to make the payment on receipt of Employer's notice of claim on us addressed to ----------and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

25. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Employer may have obtained from the said Contractor or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealized.

26. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Employer in writing.

27. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

28. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to **Rs.----------(Rupees----------Only)**. The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before ---.---.---.

29. This Surety Bond shall also be operatable at our----------branch at----------, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

30. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and Delivered by----------General Insurance Company Limited

Signature of the Authorized Signatory

(Official seal)

----------General Insurance Company Limited is registered with IRDAI License No.----------

The stamp duty applicable for the policy as per Indian Stamp Act 1899 has been paid via e-stamping facility.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond 2 – Border Roads Organization

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Appendix-VII

(See Clauses 2.21)

INSURANCE SURETY BOND

[Performance Security]

To

……

……

WHEREAS **M/s ……** [name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance **LOA No. …… Dated ……** for ……..... (hereinafter called the "Contract").

AND WHEREAS the Contract requires the Contractor to furnish an **Performance Security** for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Construction Period/ Defects Liability Period and Maintenance Period} in a sum of **Rs. …… (Rupees …… Only)** (the "Insurance Surety Bond Amount" 15).

AND WHEREAS we, ...through our branch at (the "**Surety Insurer**") have agreed to furnish this Insurance Surety Bond (hereinafter called the "Insurance Surety Bond") by way of **Performance Security.**

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, Insurance Surety Bonds and affirms as follows:

1. The Surety Insurer hereby unconditionally and irrevocably Insurance Surety Bonds the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Insurance Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of …… that the Contract or has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court,

tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Insurance Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Insurance Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Surety Insurer its demand under this Insurance Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Insurance Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Insurance Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Insurance Surety Bond is in addition to and not in substitution of any other Insurance Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contract or under the Contract.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Insurance Surety Bond is restricted to the Insurance Surety Bond Amount and this Insurance Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Insurance Surety Bond all rights of the Authority under this Insurance Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Insurance Surety Bond shall cease to be in force and effect on **** $. Unless a demand or claim under this Insurance Surety Bond is made in writing before expiry of the Insurance Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.

9. The Surety Insurer undertakes not to revoke this Insurance Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Insurance Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post its shall be deemed to have been given at the time when it ought to have been delivered in due course.

11. This Insurance Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

12. This Insurance Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article15(a) is hereby excluded.

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Surety Insurer by: (Signature)

(Name) (Designation)

(Code Number) (Address)

Guarantee Amount for Performance Security and Additional Performance Security shall be calculated as per Contract.

$ Insert date at least 2 (two) years from the date of issuance of this Guarantee (in accordance with Clause 2.21 of the RFP). The Contractors can submit the BG for periods of two years at one time and keep on renewing the same till the DLP is over if they have problems in getting the BG in one go for the entire DLP of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Bridge And Roof Co. (India) Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND

Performance Security

TO,

BRIDGE AND ROOF CO.(INDIA) LTD.

(A GOVT. OF INDIA ENTERPRISE)

KANKARIA CENTRE, 2/1, RUSSEL STREET,

5TH FLOOR KOLKATA-700071

Dear Sirs,

In consideration of the **……** (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 **……** (hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. / Purchase Order No. / Work Order No. **…….. dated …….** and the same having been acknowledged by the Contractor/Supplier, for **Rs. …….. (Rupees ……. Only)** for **"……..."** and the Contractor/Supplier having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to **Rs. …….. /- (Rupees ……..)** of the said value of the aforesaid work under the Contract to the Employer.

We .....[Name & Address of the Insurance Company] having its Head Office at ..... (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor/Supplier to the extent of **Rs. ……..(Rupees ……..)** as aforesaid at any time upto ..... (@) ..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor/Supplier. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor/Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till ……..[days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor/Supplier. 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 Contractor/Supplier, 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 Employer and the Contractor/Supplier or any other course or remedy or security available to the Employer. The Insurance Company shall not be released of its obligations under these presents by any exercise by the Employer 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 Insurance Company

The Surety declares that this Insurance Surety Bond is issued by the ……..…(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development Authority of India (IRDAI), and also agrees that

the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor/Supplier and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor/Supplier's liabilities

i) Our liability under this Insurance Surety Bond shall not exceed **Rs. ..... (Rupees .....)**

ii) This Insurance Surety Bond shall be valid up to .....(+).....

iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before .....@.....

Signed for and on behalf of the Insurance Company

..... (Signature)

.....(Name)

Designation :----------

Name of the Branch :----------

Email ID of the Branch :----------

Phone No of the Branch :----------

Signed for and on behalf of the Insurance Company

..... (Signature)

.....(Name)

Designation :----------

Name of the Branch :----------

Email ID of the Branch :----------

Phone No of the Branch :----------

Notes:

1. (*) This sum shall be Five percent (5%) of the Contract Price or percent (%) stated in Tender denominated in the types and proportions of currencies. (@) This date will be thirty (90) days beyond the issue of defect liability period as specified in the Contract. (+) This date will be the date of issue of defect liability Certificate.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value; such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor/Supplier) under registered post (A.D.). The Contractor/Supplier can submit an advance copy of Insurance Surety Bond to the Engineer.

4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Advance Bond - Canara Bank

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Format of Insurance Surety Bond towards Advance Payment

Insurance Surety Bond No.:

Date:

To
{Name and Address of Bank}

Dear Sirs,

1. In consideration of Canara Bank (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having agreed to pay a sum of Rs. (Rupees_____Only) as Advance Payment (hereinafter referred to as the 'Advance Payment') to M/S. _____[Name of the Contractor] 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), pursuant to Bank's Purchase Order No. dated which has been unequivocally accepted by the Contractor, resulting into a Contract dated subject to furnishing of an Insurance Surety Bond in favour of the Bank.
2. We, _____ [Name 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 Bank, on a demand raised on or before_____ [mention the last date of claim period], for any and all amount payable by the Contractor to the extent of Rs._____(Rupees _____ Only) [mention the sum for which Insurance Surety Bond is to be issued] towards refund of Advance Payment by reason of any default or defaults on the part of the Contractor in performing the obligations under the Contract upto the expiry date i.e._____ [mention the last date of validity period], without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Bank on the Insurer shall be conclusive and binding notwithstanding any difference between the Bank and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3. This insurance surety bond shall come into force simultaneously with the Bank making the Advance Payment to the Contractor and 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 Bank and further agrees that the guarantee herein contained shall be enforceable till the Bank discharges this Insurance Surety Bond.

4. The Bank 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 performance of the Contract by the Contractor 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 Bank shall have the fullest liberty, without affecting this Insurance Surety Bond, to vary any terms of the contract, 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 forbear to enforce any covenants, contained or implied, in the Contract between the Bank and the Contractor or any other course or remedy or security available to the Bank. The Insurer shall not be released of its obligations under these presents by any exercise by the Bank of its liberty with reference to the 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 Bank or any other indulgence shown by the Bank or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

5. The Insurer also agrees and undertakes that the Bank at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance Without proceeding against the Contractor and notwithstanding any security or other guarantee that the Bank may have in relation to the Contractor's Liabilities.

6. Notwithstanding anything herein contained:
   c) Our liability under this Insurance Surety Bond shall not exceed Rs. _____/- (Rupees_____ only) [mention the sum for which Insurance Surety Bond is to be issued];
   c) This Insurance Surety Bond is valid upto_____[mention the last date of validity period]; and
   c) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if you serve upon us a written claim or demand on or before _____ [mention the last date of claim period].

Dated this _____ day of _____ 20_____ at _____.

_____
(Signature)

_____
(Name)

_____
(Official Address)
(Designation with Insurer Stamp)
Authorised Vide Power of Attorney No._____

Date: _____

WITNESS:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

1. …… (Signature) …….. (Name) …….. (Official Address)	2. …… (Signature) …… (Name) …… (Official Address)

Notes:

1 . The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

2. The Bank shall be the Creditor, the Contractor 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.

3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond 1 - Central Public Works Department

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond for Earnest Money Deposit

To,
Executive Engineer,
CENTRAL PUBLIC WORKS DEPARTMENT, Mumbai

1. Whereas the **Executive Engineer …….(name of the division)……**on behalf of the President of India (hereinafter called **"The Government"**) has invited bids under …….(**NIT No.)…….** dated **…….** for **…….(name of work)……** The Government has further agreed to accept irrevocable Surety Bond for **Rs. ……. (Rupees ……Only)** valid up to **……** as Earnest Money Deposit from **……..(name and address of the contractor)……..** (hereinafter called **"the contractor"**) for compliance of his obligations in accordance with the terms and conditions of the said NIT.

2. We, ... (indicate the name of the insurer) ..... (herein after referred to as **"the insurer"**), hereby undertake to pay to the Government an amount not exceeding **Rs. ……. (Rupees …… Only)** on demand by the Government within 10 days of the demand.

3. We, ... (indicate the name of the Insurer) ..... do here by undertake to pay the amount due and payable under this surety bond without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Insurer shall be conclusive as regards the amount due and payable by the Insurer under this Surety Bond. However, our liability under this surety bond shall be restricted to an amount not exceeding **Rs. ……. (Rupees …….. Only)**.

4. We, ... (indicate the name of the Insurer) ....., further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Surety Bond being absolute and unequivocal. The payment so made by us under this Surety Bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.

5. We, ... (indicate the name of the Insurer) ..... further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We, ... (indicate the name of the Insurer)……further agree that the Government at its option shall be entitled to enforce this Surety Bond against the Insurer as a principal debt or at the first instance without proceeding against the contractor and notwithstanding any security or other surety bond the Government may have in relation to the Contractor's liabilities.

7. This surety bond will not be discharged due to the change in the constitution of the Insurer or the Contractor.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

8. We, ... (indicate the name of the Insurer) ..... undertake not to revoke this surety bond except with the consent of the Government in writing.

9. This Surety Bond shall be valid up to **……..**, unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this surety bond is restricted to **Rs. …… (Rupees ……..Only)** and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this surety bond, all our liabilities under this surety bond shall stand discharged.

Date…….

Witnesses:

1. Signature……

   Name and address

2. Signature……

   Name and address

Authorized signatory
Name
Designation
Staff code no.
Insurer seal

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond 1 - Central Public Works Department

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(Guarantee offered by Insurer to CPWD in connection with the execution of contracts)

Form of Insurance Surety Bond-Performance Guarantee

To
The Executive Engineer (C),
Central Vista Project Division (C) – 5,
CPWD, New Delhi.

I.S.B. No :
I.S.B. Date :
I.S.B. Amount :
I.S.B.Valid Upto :

1. Whereas the Executive Engineer, Central Vista Project Division–6, Sunehri Bagh, New Delhi–110011, CPWD on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number ..... with …….(name and address of contractor)……(hereinafter called "the Contractor") for execution of work …….(project details)……. The Government has further agreed to accept an irrevocable Performance Guarantee for **Rs……/-** (Rupees XXXXX only) valid upto ..... (date) as Performance Guarantee In-lieu of Milestone Withheld from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, ……(name of the Insurance co.)…… (herein after referred to as "the Insurer"), hereby undertake to pay to the Government an amount not exceeding **Rs……/-** (Rupees XXXXX only) on demand by the Government within XX days of the demand.

3. We, ……(name of the Insurance co.)……, do here by undertake to pay the amount due and payable under this Performance guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Insurer shall be conclusive as regards the amount due and payable by the Insurer under this Performance Guarantee. However, our liability under this Performance guarantee shall be restricted to an amount not exceeding **Rs……../-** (Rupees XXXXXX only).

4. We, ……(name of the Insurance co.)……, further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Performance Guarantee being absolute and unequivocal. The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.

5. We, ……(name of the Insurance co.)……, further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions rerating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We, ……(name of the Insurance co.)……, further agree that the Government at its option shall be entitled to enforce this Performance Guarantee against the Insurer as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.

7. This Performance guarantee will not be discharged due to the change in the constitution of the Insurer or the Contractor.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

8. We, ……(name of the Insurance co.)……, undertake not to revoke this Performance guarantee except with the consent of the Government in writing.

9. This Performance Guarantee shall be valid up to ..... unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Performance guarantee is restricted to **Rs……../-** (Rupees XXXXX only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this Performance guarantee, all our liabilities under this Performance guarantee shall stand discharged with us within the date of expiry or extended date of expiry of this Performance guarantee, all our liabilities under this Performance guarantee shall stand discharged.

Date .....

Witnesses:

1. Signature ..... Authorized signatory

Name and address Name

Designation

Staff code no.

2. Signature ..... Insurance Co seal

Name and address

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid/Performance/Advance/RetentionBond 2 - Central Public Works Department

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form of Insurance Surety Bond

ON NON-JUDICIAL STAMP PAPER OF MINIMUM RS. 100

(Guarantee offered by Surety Insurance to CPWD in connection with the execution of contracts)

Form of Insurance Surety Bond for Earnest Money Deposit /Performance Guarantee/Security Deposit/Mobilization Advance/ Refund of milestone withheld amount

1. Whereas the Executive Engineer ..... (name of division) ..... , CPWD on behalf of the President of India (hereinafter called "The Government") has invited bids under ..... (NIT number) ..... dated ..... for ..... (Name of work) ..... The Government has further agreed to accept irrevocable Insurance Surety Bond for Rs. ..... (Rupees only) valid up to..... (Date)*..... as **Earnest Money Deposit** from..... (Name and Address of contractor) ..... (Hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the Executive Engineer ..... (Name of division) ....., CPWD on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number ..... with .....(name and address of the contractor) ..... (hereinafter called "the Contractor") for execution of work ..... (name of work) ..... The Government has further agreed to accept an irrevocable Insurance Surety Bond for Rs. ..... (Rupees ..... only) valid upto ..... (date) ..... **as Performance Guarantee / Security Deposit / Mobilization Advance / Refund of milestone withheld amount** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

2. We, ... (indicate the Name of the Insurer) ..... (herein after referred to as "the Surety Insurance"), hereby undertake to pay to the Government an amount not exceeding Rs .... (Rupees .....only) on demand by the Government within 10 days of the demand.

3. We, ...(indicate the Name of the Insurer) ..... , do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Surety Insurance shall be conclusive as regards the amount due and payable by the Surety Insurance under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees only).

4. We, ... (indicate the Name of the Insurer) ..... , further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Insurance Surety Bond being absolute and unequivocal. The payment so made by us under this Insurance Surety Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. We, ... (indicate the Name of the Insurer) .. .., further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

6. We, ... (indicate the Name of the Insurer) ..... , further agree that the Government at its option shall be entitled to enforce this Guarantee against the Surety Insurance as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.

7. This guarantee will not be discharged due to the change in the constitution of the Surety Insurance or the Contractor.

8. We, ... (indicate the Name of the Insurer) ..... , undertake not to revoke this guarantee except with the consent of the Government in writing.

9. This Insurance Surety Bond shall be valid up to ..... unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. ..... (Rupees ..... only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date:.....

Witnesses:.....

1. Signature.....

Name and address

(Authorized signatory)

Name

Designation

Staff code no.

Surety Insurance seal

2. Signature.....

Name and address

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

*Date to be worked out on the basis of validity period of 180 days.

**in paragraph 1, strike out the portion not applicable. Insurance Surety Bond will be made either for earnest money or for performance guarantee/security deposit/mobilization advance/refund of milestone withheld amount, as the case may be.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Central Railway

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,

Acting through.....,

.....

Railway.

Date:.....

.....

Surety Bond No:..... Issue Date:.....

Amount of Bond:..... Expiry Date:.....

WHEREAS, In consideration of the President of India acting through..... (Designation & address of contract signing authority), ...Railway,....., (hereinafter called "The Railway") having accepted the bid of M/S *XXXXX* hereinafter called the contractor, for the work of *XXX*,' under invitation for bids No *XXXX*, Dated *XXXXX*, Vide Letter of Acceptance

No.....

AND

WHEREAS, the contractor is required to famish Performance Security for the sum of **₹.*XXXX*** (**Rupees *XXXX* Only)**, in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

WHEREAS, we, _____, (Name of insurance company) hereinafter called the Surety, acting through [Designation(s) of the authorised person of the Surety], have, at the request of the **M/s. *XXXX*** contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [Insert name(s) of authorized representatives of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of ***XXXX*** (Rupees ***XXXX*** Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on ***XXXX*** (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned ful1 amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

a. Our liability under this Surety Bond shall not exceed ***XXXX*** (Rupees ***XXXXX*** Only).
b. This Surety Bond shall be valid up to ***XXXX*** (being the date of expiry);
c. Unless the bank is served a written claim or demand on or before ***XXXX*** [date of expiry] all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated_____the day of 20____

15. The Insurance Surety Bond shall be verified by sending mail to [XXXXXXXX].

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters].....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

[Designation with Code No.].....

[P/Attorney] No.

Witness

1.

2.

* * * * *

[Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.]

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Chamundeshwari Electricity Supply Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

ANNEXURE – IIB

Form of Insurance Surety Bond towards EMD

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

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

To

_____

_____

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. _____, _____ having its Registered at _____ (hereinafter called the ' Contractor ') wish to participate in the said bid for _____.

As an irrevocable Insurance Surety Bond against Bid Security for an amount of Rs._____ (Rupees _____ Only) valid for _____ days from _____ (**) required to be submitted by the Contractor as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the _____ having our Head Office at _____ guarantee and undertake to pay immediately on demand by _____, (hereinafter called the '**Owner**') the amount of Rs. _____ (Rupees _____ Only) without any reservation, protest, demand and recourse. Any such demand made by the 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Contractor and/or any right/remedy available to the Contractor in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto _____.(@) If any further extension of this Insurance Surety Bond 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 Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorized officer has set its hand and stamp on this ___ day of _____ 20XX at .....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Authorized Vide Power of Attorney PoA No.....

Date.....

NOTE:

1. (*) The amount shall be as specified in the SPC.

(**) This shall be the last date of bid submission deadline.

(@) This date shall be _____ (XX) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Owner shall be the Creditor, the Contractor 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 should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Contractor /Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Contractors are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Contractors are required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Cochin Port Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Format for Insurance Surety Bond towards Performance Security

[From the Insurance Company duly approved by Insurance Regulatory and Development Authority of India]

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

Insurance Surety Bond No.: Date:

Amount of Insurance Security Bond: Rs…….

Security Bond cover period from ….. to ….. upto claim period……

THIS INSURANCE SURETY BOND executed on …… at …… by…. (Name and Address of t Insurer) (hereinafter called the Insurer, which expression shall unless it be repugnant to the subject or context thereof, include its executors, successors administrators, and assigns;

IN FAVOUR OF

The Board of Trustees of the Cochin Port Authority constituted under the Major Port

Authorities Act, 2021 (hereinafter called the "the Employer" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors, administrators, executors and assigns;

WHEREAS……(Usual wordings used in case of Bank Guarantees)

do-

-do-

In consideration of the Authority having awarded to M/s..... [Contractor's Name]..... 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 Authority's Work Order No…….. Dated……. And the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No..... dated ....., valued at ..... for and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(amount).....% (percent) of the said value of the Contract to the Authority.

We .....[Name & Address of the Insurer] ..... having its Head Office at

…… (hereinafter referred to as the 'Insurer' do hereby guarantee and undertake to pay the Authority, on demand any and all amount payable by the Contractor to the extent of .....(*)..... as aforesaid at any time up to ..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Authority on the Insurer shall be conclusive and binding notwithstanding any difference between the Authority 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 Authority and further agrees that the guarantee herein contained shall be enforceable till the Employer discharges this guarantee.

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 performance of the Contract by the Contractor 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 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 Employer and the Contractor 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 by the Employer of its liberty with reference to the 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.

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

This Surety Bond will not be discharged due to the change in the constitution of the Insurer or the Contractor. It is also hereby agreed that only Courts at Kochi in Kerala shall have exclusive jurisdiction in respect of all matters, including any demands claims, under this Surety Bond.
Notwithstanding anything contained hereinabove:

(b) Our liability under this Insurance Bond shall not exceed Rs…… (Rupees……)

(b) This Insurance Security Bond shall remain in force upto and including ……..and encashable at ……(address of Insurer).

('c) We are liable to pay the Surety Bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before …….(3 months from validity date).

IN WITNESS WHEREOF the Insurer has set its hands hereunto on the day, month and year first hereinabove written.

Dated this ..... day of ..... 20..... at..... WITNESS :

1. ..... .
   ..... .
   (Signature) (Signature)
   ....

   (Name) (Name)
   ....

   (Official Address) (Designation with Insurer Stamp)

   Authorised Vide Power of Attorney No.....Date.....
2. .....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(Signature) .....

(Name) .....

(Official Address)

Notes :

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Convergence Energy Services Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

BID SECURITY FORM (For Insurance Security Bond)
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No……..
Date……

To: (insert Name and Address of Employer)

WHEREAS M/s. . . .. (Insert name of Bidder). . . having its Registered/Head Office at . . (Insert address of the Bidder)…… (Hereinafter called "the Bidder" which expression shall include its successors, administrators, executors and assigns) has submitted its Bid for the performance of the Contract for …… under Specification No.: ……. (Hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE …….. (insert name & address of the Insurer) …… having its Registered/Head Office at ……(insert address of registered office of the Insurer)…… (hereinafter called "the Insurer " which expression shall include its successors, administrators, executors and assigns), are bound unto …….. (insert name of Employer) ……(hereinafter called "the Employer") in the sum of .....(insert amount of Bid Security in figures & words)..... for which payment well and truly to be made to the said Employer, the Insurer binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Insurer this……..day of…….. 20……

THE CONDITIONS of this obligation are:

(6) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
(6) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in the Bid; or
(6) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to terms and conditions of the RfP; or
(6) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants (s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post — bid discussion; or
(6) In the case of a successful Bidder, if the Bidder fails within the specified time limit
(ii) To sign the Contract Agreement, in accordance with Conditions of the Tender, or
(ii) To furnish the required performance security, in accordance with Conditions of the Tender. or
(6) In any other case specifically provided for in ITB.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including (insert date in line with stipulations of the tender) and any demand in respect thereof must reach the Insurer not later than the above date.

Notwithstanding anything contained herein:

1. Our liability under this Insurance Surety Bond shall not exceed _____ (value in figures) _____ (value in words)_____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

2. This Insurance Surety Bond shall be valid upto _____(validity date)_____.
3. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only & only if we receive a written claim or demand on or before_____(validity date)_____

For and on behalf of the Insurer

[Signature of the authorised signatory(ies)]

Signature_____

Name_____
Designation_____

Contact Number(s): Tel._____Mobile _____
Email _____

Common Seal_____

Witness:

Signature_____

Name _____

Address_____

Contact Number(s): Tel._____Mobile_____

Email _____

Note:

l . In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.

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

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Defence Research & Development Organisation

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form of Insurance Surety Bond towards EMD

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

Insurance Surety Bond No .:
Date:

To
_____
_____

Dear Sirs,
In accordance with Invitation for Bids under your Bid Document No. {Tender Reference No.}, _____ M/s {Bidder's Name} having its Registered/Head Office at {address} (hereinafter called the 'Bidder') wish to participate in the said bid for {Tender Title}.

As an irrevocable Insurance Surety Bond against Bid Security for an amount of _____*_____ valid for _____ days from _____ ** required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the {Name of the Insurer} having our Head Office at {address of the Insurer} guarantee and undertake to pay immediately on demand by President of India acting by and through _____ (hereinafter called the 'Owner') the amount of _____*_____ without any reservation, protest, demand and recourse. Any such demand made by the 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto_____@ If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s {Bidder's Name} on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this _____ day of 20_____ at _____

Signature
Name
Designation with Insurer Stamp

Authorized Vide Power of Attorney POA No. _____
Date_____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Department of Mines and Geology

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF INSURANCE SURETY BOND FOR BID SECURITY

Insurance Surety Bond No: _____ Effective Date: _____

To
The Commissioner and Director of Mines & Geology
5th & 6th Floors, Block-B,
Anjaneya Towers, Ibrahimpatnam,
Vijayawada — 521456

1. In consideration of the **Department of Mines and Geology, Andhra Pradesh** (hereinafter referred to as Department which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) having its registered office at **D No. 7-104, 5th & 6th Floors, B-Block, Sri Anjaneya Towers, Ibrahimpatnam, NTR District, AP - 521 456** having agreed to exempt _____ having its registered office at _____ (hereinafter called the Bidder), under the terms and conditions of the Tender Notification No._____, Dated _____, payment of Bid Security of Rs. _____ (Rupees _____ Only) is payable part of Bid Security for the due fulfilment by the said Bidder of the terms and conditions contained in the said Tender for _____ Contract for _____ Sector in the state of _____, on production of a Surety Bond for Rs. _____ (Rupees _____ Only).

2. At the request of _____ We, _____, (hereinafter referred to as the "Surety Insurer") having our registered office at _____ and one of its branches at _____ being the Guarantor under this Surety Bond, do hereby irrevocably and unconditionally undertake to forthwith and pay to the Commissioner and Director of Mines & Geology as our primary obligation without any delay or demur, merely on your first demand and without reference to the Bidder, if the Bidder fail to fulfil or comply with all or any of the terms and conditions of the above tender notification any sum or sums up to a maximum amount but not exceeding Rs. _____ (Rupees _____ Only).

3. Any such written demand made by the Department stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Document shall be final, conclusive and binding on the Surety Insurer.

4. We, the Surety Insurer, do hereby unconditionally undertake to pay immediately the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Department is disputed by the Bidder or not, merely on the first demand from the Department stating that the amount claimed is due to the Department by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted

to an amount not exceeding Rs._____ (Rupees _____ Only).

5. This Surety Bond shall be irrevocable and remain in full force for a period of **xxx (xxx)** days from the Bid Due Date or for such extended period as may be mutually agreed between the Department and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

6. We, the Surety Insurer, further agree that the Department shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set for in the said Tender Documents, and the decision of the Department that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Department and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

7. In order to give effect to this Surety Bond, the Department shall be entitled to act as if the Surety Insurer were the Principal Debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

8. In order to give full effect to this Surety Bond, the Department shall be entitled to treat the Surety Insurer as the principal debtor. The Department shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the Department, and the Surety insurer shall not be released from its liability under these presents by any exercise by the Department of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Department or any Indulgence by the Department to the said Bidder or by any change in the constitution of the Department or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

9. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

10. We undertake to make the payment immediately on receipt of your notice of claim on us addressed to name of Surety insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

11. It shall not be necessary for the Department to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Department may have obtained from the said Bidder and

which shall, at the time when proceedings are taken against the Surety Insurer hereunder be outstanding or unrealized.

12. We, the Surety Insurer further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Department in writing.

13. The Surety insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

14. The Surety Insurer declares that this Insurance Surety Bond is issued by the _____ as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

15. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs._____ (Rupees _____ Only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Department serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before _____.

16. This Surety Bond shall also be operatable at our _____, branch at _____, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter immediately and make payment of amounts so demanded immediately under the said invocation.

- Address of the Branch: _____
- Name of the Contact Person: _____
- Phone No: _____
- Official E-Mail Id: _____

16. The Insurance Surety Bond shall be verifiable from the specific portal created for this purposes _____ (Details of the portal).

17. The Insurance Surety Bond will be payable at _____.

In witness where of Signed and sealed this Surety Bond on this Day _____ of _____ at _____

Signed and Delivered by _____

Authorized Signatory

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Dredging Corporation of India Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT (EMD)

Insurance Surety Bond No:……
Issuing Date: ……
w.e.f date: ……

To
The Dredging Corporation of India Ltd.,
.....
.....

WHERE AS **M/s.....,** a company registered (CIN: ……) under the provisions of the Companies act 2013, having its registered office at …… (hereinafter called "the **Tenderer")** submits its tender no **……..**, dated **……..** for the execution of …….. (hereinafter called "**the Tender**") in favour of **DREDGING CORPORATION OF INDIA LIMITED**, …….. (hereinafter called the **"CORPORATION").**

KNOW ALL MEN by these presents that we**, ICICI Lombard General Insurance Company Ltd, Registered office at …….. (**Hereinafter called "the Surety Insurer") is bound unto the Corporation for the sum of **Rs. ……..** (Rupees **…….** only) for which payment will and truly to be made to the said Corporation, the **Surety Insurer** binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his Tender

(b) during the period of Tender validity specified in the Tender,

or

(b) having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity,

2. fails or refuses to submit the Performance Security /execute the Agreement.

We undertake to pay to the Corporation up-to the above amount upon receipt of his first written demand, without the Corporation having to substantiate his demand, provided that in his demand the Corporation will note that the amount claimed by him is due to him owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

Notwithstanding anything herein contained, our liability under this guarantee is limited to **Rs……..** (Rupees **…….** only) and will remain in force up to date **…….** and any demand in respect thereof must reach the **Surety Insurer** not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the **Surety Insurer** shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated: **….. day** of ……. 20…

For **ICICI Lombard General Insurance Company Ltd**

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Authorised Signatory
Name: ……..
Designation:…….
Authorised vide Power of Attorney…. Dt:……
Employee Code:……..
Email: …….. Phone.no. ……
The ICICI Lombard General Insurance Company Ltd is register with IRDAI Registration no. …….
Date……..

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Eastern Power Distribution Company of Andhra Pradesh Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND TOWARDS EMD

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

Insurance Surety Bond No.: …….
Date: ……..

To
Eastern Power Distribution Company of Andhra Pradesh Limited
xxxxx

Dear Sirs,

In accordance with Request for Selection under your Bid Document No. **xxxx,** having its Registered / Head Office at **xxxx** (hereinafter called the 'Solar Power Developer') wish to participate in the said bid for **xxxx** in Eastern Power Distribution Company of Andhra Pradesh Ltd (APEPDCL) by **xxxx** through competitive bidding process.

As an irrevocable Insurance Surety Bond against Earnest Money Deposit for an amount of **INR xxxx (Indian Rupees xxxx)** valid for **xxxx** required to be submitted by **xxxx** as a condition precedent for participation in the said Bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Request for Selection Document.

We, the …….. (Insert Name of the Insurer) having our Head Office at …….. (Insert address of the Insurer) guarantee and undertake to pay immediately on demand by Eastern Power Distribution Company of Andhra Pradesh Limited (hereinafter called the 'Owner') the amount **INR xxxx (Indian Rupees xxxx)** without any reservation, protest, demand and recourse. Any such demand made by the 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Solar Power Developer and/or any right / remedy available to the Supplier in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to **xxxx** If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from **xxxx,** on whose behalf this Insurance Surety Bond is issued.

In witness whereof the Insurer, through its authorized officer, has set its hand and stamp on this ..... day of ..... 20..... at ..... .

Signature
Name
Designation with Insurer Stamp
Authorized Vide Power of Attorney No
Date

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Eastern Power Distribution Company of Andhra Pradesh Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Performance Security Form -submitted in the form of Insurance Surety Bond

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

Insurance Surety Bond No.
Start Date:

To
The Chief General Manager/EC & Solar,
Eastern Power Distribution Company of Andhra Pradesh Limited
3rd Floor, Corporate Office, Visakhapatnam

Dear Sirs,
In consideration of **THE CHIEF GENERAL MANAGER/EC & SOLAR, EASTERN POWER DISTRIBUTION COMPANY OF ANDHRA PRADESH LIMITED** (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 **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 Employer's Notification of Award No…… the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No....., **dated**……., valued at **Rs**…… and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs…… (…..%) of the said value of the Contract to the Employer.

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 Rs……..as aforesaid at any time up to……..without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer, stating that the Contractor has failed to perform its contractual obligations, 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 (XX) 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 performance of the Contract by the Contractor 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 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 Employer and the Contractor 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 by the Employer of its liberty with reference to the 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. The Insurer also agrees and rider takes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to Rs……..and it shall remain in force up to…… *[XX months from the issuance of LOA]* and including XX days and shall be extended from time to time for such period (not exceeding one year), as may be desired by **M/s**……*[Contractor's Name]* on whose behalf this Insurance Surety Bond has been given.

Dated this …… Day of ……..... , 2025 at …….. .

WITNESS:

1. ……..
……
(Signature) (Signature)

……..
……..
(Name) (Name)

…… ……
(Official Address) (Designation with Insurer Stamp)

Authorised Vide Power of Attorney No. ……
Dated ……

2. ……..
(Signature)

……
(Name)

……
(Official Address)

Notes:

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

2. The Employer shall be the Creditor, the Contractor 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.

3. The Insurance Surety Bond should be on Non-Judicial Stamp Paper / e-Stamp Paper of appropriate value as per Stamp Act prevailing in the state of Andhra Pradesh. The Stamp Paper/e-Stamp Paper shall be purchased in the name of the Contractor / Insurer issuing the Insurance Surety Bond.

4. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in the EMD and PBG clauses of the RfS.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Engineering Projects (India) Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND IN LIEU OF EARNEST MONEY DEPOSIT

To,

Chairman & Managing Director,

Engineering Projects (India) Limited,

(A Govt. of India Enterprise),

……

……

In consideration of Chairman & Managing Director, Engineering Projects (India) Limited, (A Govt. of India Enterprise), …….. (hereinafter called the EPIL) having agreed to accept Insurance Surety Bond of Rs …….. (Rupees XXXXX Only) in lieu of EARNEST MONEY DEPOSIT from ……, having its Registered Office at …… and Corporate Office at …….. (hereinafter called the Bidder, which expression shall include its heirs, successors and assignees) in respect of the Tender for …….

We, ... (Name of surety insurer) having its registered / head office at ..... (hereinafter referred to as the Surety Insurer) do hereby agree and undertake to pay to EPIL without demur or protest an amount not exceeding Rs …….. (Rupees XXXXXXOnly) on demand by EPIL.

We the above said Surety Insurer further agree and undertake to pay the said amount of Rs …….. (Rupees XXXXXX Only) without any demur on demand within XX hours. Any demand made on the Surety Insurer by EPIL shall be conclusive as regards the amount due and payable by the Surety Insurer under this Insurance Surety Bond.

We the above said Surety Insurer further agree that the guarantee herein contained shall be in full force and in effect until DD/MM/YYYY. Unless a demand or claim under this guarantee is made on us in writing on or before DD/MM/YYYY, we shall be discharged from all liabilities under this Insurance Surety Bond thereafter.

We, the above said Surety Insurer, further agree that EPIL shall have full liberty, without our consent and without affecting in any manner our obligation to verify, modify or delete any of the

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

conditions. We, the above said Insurer, lastly undertake not to revoke this Insurance Surety Bond during its currency except with the prior consent of EPIL in writing.

Dated …..day of ……..

For and on behalf of the Surety Insurer

NOTE: on a non-judicial stamp paper of Rs. XXX / - (Rupees XXXX only)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Gas Authority of India Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To, M/s GAIL (India) Limited _____	Insurance Surety Bond No.	
	Date of Insurance Surety Bond	
	Insurance Surety Bond Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),
In accordance with Tender Document under your reference No _____ M/s. _____ having their Registered / Head Office at _____ (hereinafter called the Tenderer/Bidder), wish to participate in the said tender for _____. As an irrevocable Insurance Surety Bond against Earnest Money Deposit for the amount of _____ is required to be submitted by the Bidder as a condition precedent for participation in the said Tender Document which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____ [Name & address of the Insurer] at _____having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by GAIL (India) Ltd., the amount _____ _____ without any reservation, protest, demur and recourse. Any such demand made by GAIL (India) Ltd., shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Insurance Surety Bond shall be irrevocable and shall remain valid up to _____ [this date should be three (03) months beyond the validity of the bid].If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. _____ on whose behalf this Insurance Surety Bond is issued.

Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) .. . .
. . . . (currency in words only) . . . . .
b) This Insurance Surety Bond shall remain in force upto _____ (this expiry date should be three months beyond the validity of bid) and any extension(s) thereof; and
c) The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of ……(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of GAIL under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the Insurer, through its authorized officer, has set its hand and stamp on this _____day of _____ 20__ at _____.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name …….

Designation ……..

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)
Designation with Insurer Stamp
E-Mail ID:
Telephone/Mobile No. :
Attorney as per
Power of Attorney No. _____
Date: _____

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ EARNEST MONEY" BY "INSURANCE "

a) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

d) The expiry date should be arrived at in accordance with "ITB CLAUSE 16".

e) The Insurance Surety Bond by bidders will be given from Insurer as specified in "ITB CLAUSE 16".

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Bidder must indicate the full postal address of the Insurer along with the Insurer’s E-mail / Fax / Phone from where the Insurance Surety Bond has been issued at sl.no. 29 of Form F-5.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Gas Authority of India Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s GAIL (India) Limited _____	Insurance Surety Bond No.	
	Date of Insurance Surety Bond	
	Insurance Surety Bond Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),
M/s. _____ having registered office at _____ (herein after called the "Contractor/Supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____dated_____ for GAIL (India) Limited having registered office at 16, Bhikaiji Cama Place, R.K. Puram, New Delhi (herein after called the "GAIL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the CONTRACTOR/SUPPLIER shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Insurance Surety Bond executed by Insurer, undertaking full responsibility to indemnify GAIL (INDIA) LIMITED, in case of default.

The said M/s._____ (herein after called the "insurer" which expression shall wherever the context so require include its successors and assignees) has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee in form of Insurance Surety Bond to GAIL that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to GAIL (INDIA) LIMITED we shall on first demand, pay without demur, contest, protest and/ or without any recourse to the contractor to GAIL in such manner as GAIL may direct, the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this Insurance Surety Bond, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s._____ and such postponement forbearance would not have the effect of releasing the insurer from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer,

tribunal or court or arbitrator or any other authority/forum and any demand made by you to the Insurer shall be conclusive and binding. The Insurer shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the insurer.

4. The Insurance Surety Bond herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency without your previous consent and further agrees that the Insurance Surety Bond shall continue to be enforceable until it is discharged by GAIL in writing. However, if for any reason, the Contractor/Supplier is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the insurer hereby agrees to further extend this Insurance Surety Bond at the instance of the Contractor/Supplier till such time as may be determined by GAIL. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this Insurance Surety Bond is issued.

6. Insurer also agrees that GAIL at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer (as principal debtor) in the first instant, without proceeding against the Contractor/Supplier and notwithstanding any security or other guarantee that GAIL may have in relation to the Contractor/Supplier's liabilities.

7. The amount under the Insurance Surety Bond is payable forthwith without any delay by Insurer upon the written demand raised by GAIL. Any dispute arising out of or in relation to the said Insurance Surety Bond shall be subject to the exclusive jurisdiction of courts at New Delhi.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor/Supplier up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor/Supplier to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this Insurance Surety Bond in your favour under our Memorandum and Articles of Association, and the undersigned has full power to sign and execute documents under the Power of Attorney, dated _____ granted to him by the Insurer.

10. Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .
b) This Insurance Surety Bond shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

11. The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of ……(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of GAIL under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Name …….

Designation ……..

Yours faithfully,

_____

Insurer by its Constituted Attorney
Signature of a person duly
Authorized to sign on behalf of the Insurer

INSTRUCTIONS FOR FURNISHING "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
d) The Insurance Surety Bond by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing Insurer.
e) The Insurance Surety Bond by Bidders will be given from insurer as specified in cl.no. 16 of ITB [Section-III] of Tender Document.
f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond and all future communication relating to the Insurance Surety Bond shall be forwarded to Purchaser.
g) Supplier/Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Government of Andhra Pradesh, Public Health and Municipal Engineering Department.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF Earnest Money Deposit – Insurance Surety Bond

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Bond Issue Date: ……

Bond Validity Date: ……..

…….(Name of the project)……..

To:

The Superintending Engineer (PH),

…….

…….

WHEREAS M/s. **…….(name of contractor)…….**, having its Registered Office at ……(address)…….. (hereinafter called "the Tenderer ") has submitted its Tender dated _____(date of bid) for the performance of the above named Contract (hereinafter called "the tender")

KNOW ALL PERSONS by these present that We _____ (name of Insurance Company) having its registered office at _____ (address of Insurance Company) and operates through its branch at _____, (hereinafter called "the Surety"), are bound unto **Superintending Engineer (PH), Quality Control Circle, Guntur, Andhra Pradesh** (hereinafter called "the Employer") for the sum of **Rs. ……/- (Rupees XXXXX only)**, for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices.

2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.

(a) fails or refuses to sign the Contract Agreement when required, or

(b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the _____ (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

This Insurance Surety Bond will remain in force up to and including …… (date XX days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

in the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id.

Staff Authority No. of the officer of the Insurance Company/Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

1.Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.

2.The executing officers of the Insurance Surety Bond for Earnest Money Deposit/Bid Security shall clearly indicate in (block letters) their name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.

3.Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duty signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company

4.Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.

5.Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Ac amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.

6.Insurance Surety and for Bid security/EMD in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Government of Andhra Pradesh, Public Health and Municipal Engineering Department

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

(Name of the Contract) (Insurance Surety Bond No…)

Date.....

To:
……
……

Dear Sir,

In consideration of the Public Health and Municipal Engineering Department represented by ……., …….(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 M/s ..... [Contractor's Name] .... 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 Employer's Letter of Acceptance No. ..... dated ..... and the same having been acknowledged by the Contractor, for [Contract sum in figures and words] for …….. [Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the Environmental and/or Social (ES) obligation(s) under the Contract, equivalent to ……..(*)… of the said value of the aforesaid work under the Contract to the Employer.

We .....[Name & Address of the Insurance Company] ..'. having its Head Office at ..... (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of ..... (*)as aforesaid at any time upto ..... (@) [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 Employer on the Insurance Company 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 Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till… [days/month/year] whichever is earlier.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from 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 Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer 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 Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the (name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i. Our liability under this Insurance Surety Bond shall not exceed ……(*)……
ii. This Insurance Surety Bond shall be valid up to …….(+)…….
iii. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before ……..@.....

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

WITNESS
Insurance Company

Signed for and on behalf of the

1. …….

(Signature)

…….

(Name)

……..

(Signature)

……..

(Name)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Notes:

1. (*) This sum shall be …….. (XX%) of the Contract Price denominated in the types and proportions of currencies.

(@)This date will be as indicated in the LOA.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than …… (XX) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAl)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.

4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Advance Bond – Government of Andhra Pradesh, Public Health and Municipal Engineering Department.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND FOR MOBILIZATION ADVANCE

To _____ _____ _____	Bond No. : Date : Amount : Expiry Date : Claim Expiry Date:

WHEARAS:

(A) **M/s. _____** (the "**Contractor**") and the Employer, _____ (the "Employer") have entered into a Contract tentative Agreement dated _____ (the "**Agreement**") whereby the Employer has agreed to the Contractor undertaking _____, subject to and in accordance with the provisions of the Agreement.

(B) In accordance with Agreement Clause 43.3, the Employer shall make to the Contractor an Advance payment (herein after called "Mobilization Advance") up to XX% of contract, subject to the contractor furnishing an irrevocable and unconditional surety bond by an **Insurance Company** for an amount equivalent to XX% (___ percent on Contract Value) of such installment to remain effective till the complete and full repayment of the installment of the Mobilization Advance as security for compliance with its obligations in accordance with the Agreement. The amount of the Mobilization Advance is **Rs. _____ (Rupees _____ only)** and the amount of this Insurance Surety Bond is **Rs._____ (Rupees _____ only)** (the "**Guarantee Amount**").

(C) We, _____**,** a public limited company incorporated in India under the Companies Act, _____, having its registered office at _____ and branch office at _____ (the "**Insurance Company**") have agreed to furnish this Surety Bond (hereinafter called the "**Guarantee**") for the Guarantee Amount.

NOW, THEREFORE, the Insurance Company hereby, unconditionally and irrevocably, guarantees and affirms as follows:

11) The Insurance Company hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of Mobilization Advance under and in accordance with the Agreement, and agrees and undertakes to pay to the Employer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Employer shall claim, without the Employer being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Bond No. :
Date :
Amount :
Expiry Date :
Claim Expiry Date:

11) A letter from the Employer, under the hand of an Officer not below the rank of _____in _____**, that** the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the installment of the Advance payment under and in accordance with the Agreement shall be conclusive, final and binding on the Insurance Company. The Insurance Company further agrees that the Employer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Insurance Company, notwithstanding any differences between the Employer and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

11) In order to give effect to this Insurance Surety Bond, the Employer shall be entitled to act as if the Insurance Company were the principal debtor and any change in the constitution of the Contractor and/or the Insurance Company, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Insurance Company under this Guarantee.

11) It shall not be necessary, and the Insurance Company hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Insurance Company its demand under this Guarantee.

11) The Employer shall have the liberty, without affecting in any manner the liability of the Insurance Company under this Surety Bond, to vary at any time, the terms and conditions of the Mobilization Advance or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Employer, and the Insurance Company shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Insurance Company from its liability and obligation under this Surety Bond and the Insurance Company hereby waives all of its rights under any such law.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Date :
Amount :
Expiry Date :
Claim Expiry Date:

11) This Insurance Surety Bond is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Employer in respect of or relating to the Mobilization Advance.

11) Notwithstanding anything contained herein before, the liability of the Insurance Company under this Surety Bond is restricted to the Guarantee Amount and this Guarantee shall valid up to _____ and unless a demand or claim in writing is made by the Employer on the Insurance Company under this Guarantee all rights of the Employer under this Insurance Surety Bond shall be forfeited and the Insurance Company shall be relieved from its liabilities hereunder.

11) The Insurance Surety Bond shall cease to be in force and effect on _____ unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Insurance Company shall be discharged from its liabilities hereunder.

11) The Insurance Company undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Employer in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Insurance Company.

11) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Insurance Company at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Employer that the envelope was so posted shall be conclusive.

11) This Insurance Surety Bond shall come into force with immediate effect and shall remain in force and effect up to the date _____ or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this _____ day of _____ 2026.

For and On Behalf of _____ Insurance Company Limited

Signature:
Name:
Designation:
Empl. No./ Power of attorney No./Board Resolution No.

E-mail ID: _____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

To verify this bond, please write to:_____

Address: _____ (Head Office)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Retention Bond – Government of Andhra Pradesh, Public Health and Municipal Engineering Department.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF INSURANCE SURETY BOND FOR
Retention Money Security
(To be executed on Non-Judicial Stamp Paper of Appropriate value)

(Name of the Contract) (Insurance Surety Bond No…)

Date.....

To:
……
……..

Dear Sir,

In consideration of the Public Health and Municipal Engineering Department represented by ……., ……(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 M/s ..... [Contractor's Name] .... 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 Employer's Letter of Acceptance No. ..... dated ..... and the same having been acknowledged by the Contractor, for [Contract sum in figures and words] for …….. [Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the Environmental and/or Social (ES) obligation(s) under the Contract, equivalent to ……..(*)… of the said value of the aforesaid work under the Contract to the Employer.

We .....[Name & Address of the Insurance Company] ..'. having its Head Office at ..... (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of ..... (*) as aforesaid at any time upto ..... (@) [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 Employer on the Insurance Company 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 Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till… [days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. 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 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 Employer and the Contractor or any other course or remedy or security available to the Employer.

The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer 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 Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the (name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i. Our liability under this Insurance Surety Bond shall not exceed ……(*)……

ii. This Insurance Surety Bond shall be valid up to …….(+)…….

iii. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before ……..@.....

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

WITNESS Insurance Company	Signed for and on behalf of the
1. …….	……..
(Signature)	(Signature)
…….	……..
(Name)	(Name)

Notes:

1. (*) This sum shall be as against Retention Amount claimed.
(@) This date will be up to Agreement period

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than ……. (XX) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAl)), the law

prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.

4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Greater Bangalore Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for SECURITY DEPOSIT (PERFORMANCE SECURITY)

To

_____

_____

WHEREAS M/s _____, having Registered Office at _____(hereinafter called "the Contractor") has undertaken, in pursuance of LOA. NO _____ Dated _____ to execute _____ (hereinafter called "the Contract").

AND WHEREAS the Contract requires the Contractor to furnish a Security Deposit for due and faithful performance of its obligations, under and in accordance with the Contract, during the (Construction Period/ Defects Liability Period) in a sum of **Rs.**_____ **(Rupees** _____ **Only)** (the "Surety Bond amount"[1]).

AND WHEREAS we, _____ through our branch at _____ (the "Surety Insurer") have agreed to furnish this Surety Bond by way of security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer herby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the [Construction Period/ Defects Liability Period under and in accordance with the Contract, and agrees and undertakes to pay to _____, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank **of** _____**,** that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the

obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Surety Bond shall cease to be in force and effect on _____ from date of this bond, unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

12. We are liable to pay the guaranteed amount or any part thereof under this insurance surety Bond only and only if Employer serve upon Insurance company a written claim or demand on or before _____

13. This surety Bond shall also be operatable at our branch at _____, from whom, confirmation regarding the issue of this surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

The Surety Bond can be confirmed from our following E-confirmation cell Mail IDs and Address:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Email ID: _____

Address: _____

For and on behalf of the Insurance Company : _____

in the capacity of : _____

Common Seal of the Insurance Company
with complete address
including Tel. Nos./e-Mail Id. : _____

Staff Authority No. of the officer of the
Insurance Company/Signatory : _____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Health and Family Welfare Department - Karnataka

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for SECURITY DEPOSIT (PERFORMANCE SECURITY)

To

_____

_____

WHEREAS M/s _____, having Registered Office at _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ Dated: _____ to execute _____ (hereinafter called "the Contract")

AND WHEREAS the Contract requires the Contractor to furnish a Security Deposit for due and faithful performance of its obligations, under and in accordance with the Contract, during the (Construction Period/ Defects Liability Period) in a sum of Rs._____ (Rupees _____ Only) (the "Surety Bond amount"[1]).

AND WHEREAS we, _____ through our branch at _____ (the "Surety Insurer") have agreed to furnish this Surety Bond by way of security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer herby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the [Construction Period/ Defects Liability Period under and in accordance with the Contract, and agrees and undertakes to pay to _____ upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank **of** _____**,** that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to

extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Surety Bond shall cease to be in force and effect on _____ from date of this bond, unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

12. We are liable to pay the guaranteed amount or any part thereof under this insurance surety Bond only and only if Employer serve upon Insurance company a written claim or demand on or before _____

13. This surety Bond shall also be operatable at our branch at _____, from whom, confirmation regarding the issue of this surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

The Surety Bond can be confirmed from our following E-confirmation cell Mail IDs and Address:

Email ID: _____

Address: _____

For and on behalf of the Insurance Company : _____

in the capacity of : _____

Common Seal of the Insurance Company
with complete address
including Tel. Nos./e-Mail Id. : _____

Staff Authority No. of the officer of the
Insurance Company/Signatory : _____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Hindustan Petroleum Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

ANNEXURE 2K: INSURANCE SURETY BOND TOWARDS BID SECURITY (EMD)

INSURANCE SURETY BOND TOWARDS BID SECURITY

(On Non-Judicial stamp Paper of appropriate value)

TO: Hindustan Petroleum Corporation Limited
(Address as applicable)

IN CONSIDERATION OF MESSRS. HINDUSTAN PETROLEUM CORPORATION LIMITED a Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Mumbai-20 (hereinafter called "The Corporation/Creditor" which expression shall include its successor in business and assigns) issued a tender on Messrs. ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at ……..(hereinafter called "the Tenderer/Principal Debtor" which expression shall include its executors, administrators and assigns) against Tender no..... dated ..... (Hereinafter called "the Tender" which expression shall include any amendments/ alterations to "the Tender" issued by "the Corporation/Creditor") for the supply of goods to/execution of work/ providing services for "the Corporation/Creditor " and "the Corporation/Creditor " having agreed not to insist upon immediate payment of Earnest Money for the fulfilment of the said tender in terms thereof on production of an acceptable Surety Bond for an amount of Rs. ..... (Rupees ..... only).

1. We, ... (name of Surety) having office at ....., India (hereinafter referred to as "the Surety" which expression shall include its successors and assigns) at the request and on behalf of "the Tenderer/Principal Debtor" hereby agree to pay to “the Corporation/Creditor” without any demur on first demand an amount not exceeding Rs. ..... (Rupees ..... only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation/Creditor" by reason of non-performance and fulfilment or for any breach on the part of "the Tenderer/Principal Debtor" of any of the terms and conditions of the said "tender". We hereby confirm that “the Corporation/ Creditor” has been recognised as a ‘beneficiary’ of this Surety Bond.
2. We ……(name of Surety) hereby confirm that we are authorised under the law and regulations to enter into this Surety Insurance Contract in favour of “the Corporation/Creditor”.
3. We, ……(name of Surety) further agree that "the Corporation/Creditor" shall be sole judge whether the said "Tenderer/Principal Debtor" has failed to perform or fulfil the said "tender" in terms thereof or committed breach of any of the terms and conditions of the order issued pursuant to the said “Tender” and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation/Creditor" on account thereof and we waive in favour of "the Corporation/Creditor" all the rights and defences to which we as “the Surety” and/or “the Tenderer/Principal Debtor” may be entitled to.
4. We, ……. (name of Surety) further agree that the amount demanded by "the Corporation/Creditor" as such shall be final and binding on "the Surety" as to "the Surety's” liability to pay and the amount demanded and "the Surety" to undertake to pay "the Corporation/Creditor" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Tenderer/Principal Debtor" or any suit or other legal proceedings including arbitration or conciliation pending before any court, tribunal or arbitrator or conciliator(s) relating thereto, our liability under this Bond being absolute and unconditional.
5. We, ... (name of Surety) further agree with "the Corporation/Creditor" that "the Corporation/Creditor" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "tender"/or to extend time of performance by "the Tenderer/Principal Debtor" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation/Creditor" against "the Tenderer/Principal Debtor" and to forbear to enforce any of the terms and conditions relating to "the tender" and we shall not be relieved from our liability by reason of any such variation or extension

being granted to "the Tenderer/Principal Debtor" or for any forbearance, act or omission on the part of "the Corporation/Creditor" or any indulgence by "the Corporation/Creditor" to "the Tenderer/Principal Debtor" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

6. NOTWITHSTANDING anything hereinbefore contained, our liability under this Bond is restricted to ` ..... (Rupees..... only). This Surety Bond shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the opening of “the Tender” with a further claim period of 60 (sixty) days and shall continue to be enforceable till all amounts under this Surety Bond have been paid unless a demand or claim under this Bond is made on us in writing within above said periodical rights of "the Corporation/Creditor" under this bond shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.
7. We, ... (name of Surety) further undertake not to revoke this Bond during its currency except with the previous consent of "the Corporation/Creditor" in Writing.
8. We, ... (name of Surety), further agree that any breach/non-compliance/non-adherence of the terms of the agreement, if any, between “the Tenderer/Principal Debtor” and “the Surety” including but not limited to payment of premium, violation of conditions, claims procedures , shall not in any way affect our obligation under this Bond and we agree to forthwith, on first demand, without protest or demur, pay the amounts so demanded by “the Corporation/Creditor”.
9. We, ... (name of Surety) lastly agree that "the Surety’s” liability under this Bond shall not be affected by any change in the constitution of “the Tenderer/Principal Debtor”.
10. "The Surety " has power to issue this bond in favour of "the Corporation/Creditor" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Tenderer/Principal Debtor" and "the Surety " in this regard.

IN WITNESS WHEREOF the Surety has executed this document on this .....day of ..... For ..... Surety (by its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Surety”)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Hindustan Petroleum Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

ANNEXURE 2L: INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

INSURANCE SURETY BOND TOWARDS PERFORMANCE OF THE OBLIGATIONS OF SUPPLIER/CONTRACTOR

(On Non-Judicial stamp Paper of appropriate value)

TO: Hindustan Petroleum Corporation Limited
(Address as applicable)

IN CONSIDERATION OF THE HINDUSTAN PETROLEUM CORPORATION LTD. A Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Mumbai- 400 020 (hereinafter called "the Corporation/Creditor" which expression shall include its successors and assigns) having awarded to M/s..... a partnership firm/sole proprietor business/a company registered under the Companies Act,1956 having its office at (hereinafter referred to as "the Supplier/Principal Debtor" which expression shall wherever the subject or context so permits includes its successors and assigns) a supply contract in terms inter alia, of "the Corporation's/Creditor's" order No. .....dated…….and the General procurement conditions of "the Corporation/Creditor" and upon the condition of "the Supplier's/Principal Debtor's" furnishing security for the performance of "the Supplier's/Principal Debtor's" obligations and/or discharge of "the Supplier's/Principal Debtor's" liability under and/or in connection with the said supply contract upto a sum of Rs…… (Rupees……) amounting to 10% (ten percent) of the total contract value.

We ……Surety having its office at……(hereinafter referred to as "the Surety" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to "the Corporation/Creditor" in rupees forthwith on demand in writing and without protest or demur of any and all moneys anywise payable by "the Supplier/Principal Debtor" to "the Corporation/Creditor" under, in respect of or in connection with the said supply contract inclusive of all "the Corporation's/Creditor's" losses and damage and costs, (inclusive between attorney and client) charges, and expenses and other moneys anywise payable in respect of the above as specified in any notice of demand made by "the Corporation/Creditor" to "the Surety" with reference to this Insurance Surety Bond upto and aggregate limit of Rs……(Rupees……) and "the Surety" hereby agrees with "the Corporation/Creditor" that:

1. This Insurance Surety Bond shall be a continuing and shall remain valid and irrevocable for all claims of "the Corporation/ Creditor" and liabilities of "the Supplier/Principal Debtor" arising upto and until midnight of……
2. This Insurance Surety Bond shall be in addition to any other guarantee or security whatsoever that "the Corporation/Creditor" may now or any time anywise have in relation to "the Supplier's/Principal Debtor's obligation/liabilities under and/or connection with the said supply contract, and "the Corporation/Creditor" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation/Creditor" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Surety" from its full liability hereunder.
3. "The Corporation/Creditor" shall be at liberty without reference to "the Surety" and without affecting the full liability of "the Surety" hereunder to take any other security in respect of "the Supplier's/Principal Debtor's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the Supplier/Principal Debtor" of the said supply contract or to grant time and/or indulgence to "the Supplier/Principal Debtor" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the Supplier/Principal Debtor" under the said supply contract and/or the remedies of "the Corporation/Creditor" under any other security(ies) now or hereafter held by "the Corporation/Creditor" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the Supplier/Principal Debtor" or release of forbearance whatsoever shall have the effect of releasing "the Surety" from its full liability to "the Corporation/Creditor" hereunder or of prejudicing rights of "the Corporation/Creditor" against "the Surety".
4. This Insurance Surety Bond shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the Supplier/Principal Debtor" but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to "the

Corporation/Creditor" in terms hereof

5. "The Surety" hereby waives all rights at any time inconsistent with the terms of this Insurance Surety Bond and the obligations of "the Surety" in terms hereof shall not be anywise affected or suspended by reason of any dispute having been raised by "the Suppliers/Principal Debtors" (whether or not pending before any arbitrator, conciliator(s), officer, tribunal or court) or any denial of liability by "the Supplier/Principal Debtor" or any other order of communication whatsoever by "the Supplier/Principal Debtor" stopping or preventing or purporting to stop or prevent any payment by "the Surety" to "the Corporation/Creditor" in terms hereof.

6. The amount stated in any notice of demand addressed by "the Corporation/Creditor" to "the Surety" as liable to be paid to "the Corporation/Creditor" by "the Supplier/Principal Debtor" or as suffered or incurred by "the Corporation/Creditor" on account of any losses or damages or costs, charges/and/or expenses shall be as between "the Surety" and "the Corporation/Creditor" be conclusive of the amount so liable to be paid to "the Corporation/Creditor" or suffered or incurred by "the Corporation/Creditor", as the case may be, and payable by "the Surety" to "the Corporation/Creditor", in terms hereof.

7. Notwithstanding anything contained herein above:
   a. Our liability under this Insurance Surety Bond shall not exceed Rs .....
   b. This Insurance Surety Bond shall be valid up to and including _ _ _ _ _ (date); and
   c. We are liable to pay the Insurance Surety Bond amount or any part thereof under this Insurance Surety Bond only and only if you serve upon us a written claim or demand on or before the expiry of 30 days from the date of expiry of this Insurance Surety Bond.

8. "The Surety" has power to issue this Insurance Surety in favour of "the Corporation/Creditor" in terms of the documents and/or the agreement/contract or MOU entered into between "the Supplier/Principal Debtor" and "the Surety" in this regard.

IN WITNESS WHEREOF the Surety has executed this document on this ..... day of ..... For ..... Surety (by its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Surety")

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

ANNEXURE 2M: COMPOSITE INSURANCE SURETY BOND FOR SECURITY DEPOSIT/RETENTION MONEY/ PERFORMANCE SECURITY

INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY

(On Non-Judicial stamp Paper of appropriate value)

TO: Hindustan Petroleum Corporation Limited

(Address as applicable)

IN CONSIDERATION OF HINDUSTAN PETROLEUM CORPORATION LIMITED, a Government Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Church gate, Mumbai- 400020 hereinafter called "the Corporation/Creditor" (which expression shall include its successors in business and assigns) having placed an order on M/s..... a sole proprietor business/a company registered under the Companies Act, 1956 having its office at (hereinafter called "the Supplier/Principal Debtor", which expression shall include its executors, administrators and permitted assigns) vide order No. ..... dated……. (hereinafter called "the Order" which expression shall include any amendments/alterations to "the Order" issued by "the Corporation/Creditor ") for the supply of goods to/execution of work/ providing services for "the Corporation/Creditor " and "the Corporation/Creditor " having agreed:
a) not to insist upon immediate payment of Security deposit for the fulfilment and performance of the said Order and agreed to accept Insurance Surety Bond in lieu thereof;
b) not to deduct retention money from the bills of “the Supplier/Principal Debtor” and accept a Insurance Surety Bond in lieu thereof;
c) that "the Supplier/Principal Debtor" shall furnish a security in the form of Insurance Surety Bond for the performance of "the Supplier's/Principal Debtor’s" obligations and/or discharge of "the Supplier's/ Principal Debtor’s" liability in connection with the said "order"; and "the Corporation/Creditor " having agreed with "the Supplier/Principal Debtor " to accept Insurance Surety Bond for the security deposit, retention money and performance guarantee;

1. We, ……. Surety having its office at ……..(hereinafter referred to as "the Surety" which expression shall include its successors and assigns) at the request and on behalf of "the Supplier/Principal Debtor", hereby unconditionally and irrevocably agree to pay to "the Corporation/Creditor" without any demur, on first demand, an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation/Creditor" by reason of non-performance and fulfilment or for any breach on the part of "the Supplier/Principal Debtor" of any of the terms and conditions of the said "Order".
2. We, ... Surety further agree that "the Corporation/Creditor" shall be the Sole Judge as to whether the said "Supplier/Principal Debtor" has failed to perform or fulfil the said "Order" in terms thereof or committed breach of any terms and conditions of "the Order" and the extent of the loss, damage, cost, charges and expenses suffered or incurred or which would be suffered or incurred by "the Corporation/Creditor" on account thereof and we waive in favour of "the Corporation/Creditor" all the rights and defences to which, we as “the Surety” and/or "the Supplier/Principal Debtor " may be entitled to.
3. We, ...Surety further agree that the amount demanded by "the Corporation/Creditor " as such shall be final and binding on "the Surety" as to "the Surety's liability to pay and the amount demanded and "the S urety" undertake to pay "the Corporation/Creditor " the amount so demanded, on first demand and without any demur, notwithstanding any dispute raised by "the Supplier/Principal Debtor" or the pendency of any suit or other legal proceedings including arbitration or conciliation pending before any court, tribunal or arbitrator or conciliator(s) relating thereto, our liability under this Bond being absolute , unconditional and irrevocable.
4. We, ... Surety further agree with "the Corporation/Creditor " that "the Corporation/Creditor " shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said "Order" or to extend time of performance by "the Supplier/Principal Debtor" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation/ Creditor " against "the

Supplier/Principal Debtor " and to forbear to enforce any of the terms and conditions relating to "the Order" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Supplier/Principal Debtor " or for any forbearance, act or omission on the part of "the Corporation/Creditor " or any indulgence by "the Corporation/Creditor " to "the Supplier/Principal Debtor " or by any such matter or things whatsoever, which, under the law relating to sureties, would, but for this provision, have the effect of relieving us.

5. However, it has been agreed between "the Supplier/Principal Debtor" and "the Corporation/ Creditor " that there shall be one Insurance Surety Bond for the security deposit and performance guarantee/Retention Money @ ……..% of the Contract Value, valid till the end of the defect liability period as per the terms of the P.O. ……dated…….. This Insurance Surety Bond shall be irrevocable and remain in full force for a period of 3 months after completion of defect liability period and shall continue to be enforceable till all amounts under this Insurance Surety Bond have been paid.
6. Notwithstanding anything contained herein above:
    a. Our liability under this Insurance Surety Bond shall not exceed Rs.....
    b. This Insurance Surety Bond shall be valid up to and including……. (date); and
    c. We are liable to pay the Bond amount or any part thereof under this Insurance Surety Bond only and only if you serve upon us a written claim or demand on or before the expiry of 60 days from the date of expiry of this Insurance Surety Bond.
7. This Insurance Surety Bond may be invoked in parts and our liability shall remain for the entire value/ balance value of the bond till its expiry.
8. We, ... Surety further undertakes not to revoke this Insurance Surety Bond during its currency except with the previous consent of "the Corporation/Creditor " in writing.
9. We, ... Surety lastly agree that "the Surety's" liability under this Insurance Surety Bond shall not be affected by any change in the constitution of "the Supplier/Principal Debtor ".

IN WITNESS WHEREOF the Surety has executed this document on this ..... day of ..... For ..... Surety (by its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Surety")

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – HLL Infra Tech Services Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form of Insurance Surety Bond towards Performance Security

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

Insurance Surety Bond No. .....
Date.....
I.S.B. Amount: Rs……..
I.S.B. Valid Upto: ……

To
[Employer's Name and Address]

Dear Sirs,

1. In consideration of the HLL Infra Tech Services Limited for _____ (name of work) which expression shall include his successor and assignees, (herein after called HITES) having awarded to---------- having its Office at ……and Registered Office at ---------- (hereinafter referred to as "the said Contractor (s)", which expression shall include his successor and assignees) for the work of _____ Contract No. / LOA No.----------in terms interalia, of the and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract up to a sum of Rs.----------Rupees ----------) amounting to 5% of the total Contract value.

2. As an irrevocable Insurance Surety Bond against Performance Security/Guarantee for an amount of ..... (*)..... valid for..... days from .....(**)..... required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

3. We, the ..... [Name & address of the Insurer] .....having our Head Office at ..... (#) ..... guarantee and undertake to pay immediately on demand by ……., HLL Infra Tech Services Limited, ……. (hereinafter called the 'HITES') the amount of .....(*).....without any reservation, protest, demand and recourse. Any such demand made by the 'HITES' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

4. We, ……(name of the Insurance co.)……, further undertake to pay the HLL Infratech Services Limited any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Guarantee being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

liability for payment there under and the contractor shall have no claim against us for making such payment.

5. We, ……(name of the Insurance co.)……, further agree that the HLL Infratech Services Limited shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We, ……(name of the Insurance co.)……, further agree that the HLL Infratech Services Limited at its option shall be entitled to enforce this Guarantee against the Insurer as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the HLL Infratech Services Limited may have in relation to the Contractor's liabilities.

7. This guarantee will not be discharged due to the change in the constitution of the Insurer or the Contractor.

8. We, ……(name of the Insurance co.)……, undertake not to revoke this guarantee except with the consent of the receipt of email from …….. with a confirmation letter (on letter head of HITES Limited) from the authorized signatory of HITES Limited.

9. This Guarantee shall be valid up to …… unless extended on demand by the HLL Infratech Services Limited. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to **Rs. ……../-** (**Rupees …….only**) and unless a claim in writing /email is lodged with us within the date of expiry or extended date of expiry of this Performance Guarantee, all our liabilities under this guarantee shall stand discharged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....
(Signature)
.....
(Name with Staff code no)
.....
(Designation with Insurer Stamp)
Authorised Vide Power of Attorney No.....
Date.....

Date .....
Witnesses:
1. Signature .....
Name and address

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

.

2. Signature ..... seal

Name and address

NOTE: 1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

2. The HITES shall be the Creditor, the Bidder shall be the principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

4. While getting the Insurance Surety Bond issued, contractor is required to ensure compliance to the points mentioned in Form of Insurance Surety Bond Verification Check List enclosed. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

HLL INFRA TECH SERVICES LIMITED (HITES)

INSURANCE SURETY BOND VERFICATION CHECKLIST

1. Insurance Surety Bond No.
2. Issuing Insurer
3. Amount of Insurance Surety Bond
4. Nature of Insurance Surety Bond & No. of Pages
5. Validity of Insurance Surety Bond
6. Package Description
7. Party & Contracts Ref. Name, Address, Tel, Fax, e-mail, Contract No. Package Name
8. Insurer Reference Name, Address, Tel. Fax, E-mail

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – HPCL Renewable & Green Energy Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND TOWARDS COMPOSITE PERFORMANCE SECURITY

(On Non-Judicial stamp Paper of appropriate value)

TO:

HPCL Renewable & Green Energy Limited

……..

……..

IN CONSIDERATION OF HPCL RENEWABLE & GREEN ENERGY LIMITED, Government Company registered under the Companies Act, 1956, having its registered office at …….hereinafter called "the Corporation/Creditor" (which expression shall include its successors in business and assigns) having placed an order on **……**a company registered under the Companies Act, 1956 having its office at …… (hereinafter called "the Supplier/Principal Debtor", which expression shall include its executors, administrators and permitted assigns) vide order No…….dated …… (hereinafter called "the Order" which expression shall include any amendments/alterations to "the Order" issued by "the Corporation/Creditor ") for the supply of goods to/execution of work/ providing services for "the Corporation/Creditor " and "the Corporation/Creditor " having agreed:

a) not to insist upon immediate payment of Security deposit for the fulfilment and performance of the said Order and agreed to accept Insurance Surety Bond in lieu thereof;
b) not to deduct retention money from the bills of "the Supplier/Principal Debtor" and accept a Insurance Surety Bond in lieu thereof;
c) that "the Supplier/Principal Debtor" shall furnish a security in the form of Insurance Surety Bond for the performance of "the Supplier's/Principal Debtor's" obligations and/or discharge of "the Supplier's/ Principal Debtor's" liability in connection with the said "order"; and "the Corporation/Creditor " having agreed with "the Supplier/Principal Debtor " to accept Insurance Surety Bond for the security deposit, retention money and performance guarantee;

1. We, …… Surety having its office at ……..(hereinafter referred to as "the Surety" which expression shall include its successors and assigns) at the request and on behalf of "the Supplier/Principal Debtor", hereby unconditionally and irrevocably agree to pay to "the Corporation/Creditor" without any demur, on first demand, an amount not exceeding **Rs. ……../-** (Rupees XXXX only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation/Creditor" by reason of non-performance and fulfilment or for any breach on the part of "the Supplier/Principal Debtor" of any of the terms and conditions of the said "Order".

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

2. We, ... Surety further agree that "the Corporation/Creditor" shall be the Sole Judge as to whether the said "Supplier/Principal Debtor" has failed to perform or fulfil the said "Order" in terms thereof or committed breach of any terms and conditions of "the Order" and the extent of the loss, damage, cost, charges and expenses suffered or incurred or which would be suffered or incurred by "the Corporation/Creditor" on account thereof and we waive in favour of "the Corporation/Creditor" all the rights and defences to which, we as "the Surety" and/or "the Supplier/Principal Debtor " may be entitled to.

3. We, ...Surety further agree that the amount demanded by "the Corporation/Creditor " as such shall be final and binding on "the Surety" as to "the Surety's liability to pay and the amount demanded and "the S u r e t y " undertake to pay "the Corporation/Creditor " the amount so demanded, on first demand and without any demur, notwithstanding any dispute raised by "the Supplier/Principal Debtor" or the pendency of any suit or other legal proceedings including arbitration or conciliation pending before any court, tribunal or arbitrator or conciliator(s) relating thereto, our liability under this Bond being absolute, unconditional and irrevocable.

4. We, ... Surety further agree with "the Corporation/Creditor " that "the Corporation/Creditor " shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said "Order" or to extend time of performance by "the Supplier/Principal Debtor" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation/ Creditor " against "the Supplier/Principal Debtor " and to forbear to enforce any of the terms and conditions relating to "the Order" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Supplier/Principal Debtor " or for any forbearance, act or omission on the part of "the Corporation/Creditor " or any indulgence by "the Corporation/Creditor " to "the Supplier/Principal Debtor " or by any such matter or things whatsoever, which, under the law relating to sureties, would, but for this provision, have the effect of relieving us.

5. However, it has been agreed between "the Supplier/Principal Debtor" and "the Corporation/ Creditor " that there shall be one Insurance Surety Bond for the security deposit and performance guarantee/Retention Money @ X% of the Contract Value, valid till the end of the defect liability period as per the terms of the P.O. ..... dated ..... This Insurance Surety Bond shall be irrevocable and remain in full force for a period of X months after completion of defect liability period and shall continue to be enforceable till all amounts under this Insurance Surety Bond have been paid.

6. Notwithstanding anything contained herein above:
   I. Our liability under this Insurance Surety Bond shall not exceed Rs. ...../-
   II. This Insurance Surety Bond shall be valid up to and including DD/MM/YYY (date); and
   III. We are liable to pay the Bond amount or any part thereof under this Insurance Surety Bond only and only if you serve upon us a written claim or demand on or before the expiry of XX days from the date of expiry of this Insurance Surety Bond.

7. This Insurance Surety Bond may be invoked in parts and our liability shall remain for the entire value/ balance value of the bond till its expiry.

8. We, ... Surety further undertakes not to revoke this Insurance Surety Bond during its currency except with the previous consent of "the Corporation/Creditor " in

writing.

9. We, ... Surety lastly agree that "the Surety's" liability under this Insurance Surety Bond shall not be affected by any change in the constitution of "the Supplier/Principal Debtor ".

IN WITNESS WHEREOF the Surety has executed this document on this ..... day of ..... For ..... Surety (by its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Surety")

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Indian Institute of Technology Bombay

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form of Earnest Money Deposit – Insurance Surety Bond
(On non-judicial stamp paper)

To,
The Registrar,
Indian Institute of Technology Bombay,
Mumbai, Maharashtra

1. Whereas the Dean (IPS), Indian Institute of Technology Bombay (herein after called the Dean (IPS)) on behalf of Indian Institute of Technology Bombay (herein after called the IITB) has invited bids under NIT number……..Dated: …… for ……..name of the project…….. IITB has further agreed to accept irrevocable Insurance Surety Bond for **Rs. XXXX/- (Rupees XXXX only)** valid up to …… (date)*… as Earnest Money Deposit from …… (name and address of contractor) (hereinafter called "the Contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

2. We, …… (indicate the name of the Insurer)……. (herein after referred to as "the Insurer"), hereby undertake to pay to the IITB an amount not exceeding **Rs. XXXX/- (Rupees XXXX only)** on demand by the IITB within 10 days of the demand.

3. We, ……(indicate the name of the Insurer)……..., do here by undertake to pay the amount due and payable under this Insurance Surety Bond without any demur, merely on a demand from the IITB stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Insurer shall be conclusive as regards the amount due and payable by the Insurer under this Insurance Surety Bond. However, our liability under this Insurance Surety Bond shall be restricted to an amount not exceeding **Rs. XXXX/- (Rupees XXXX only).**

4. We, …… (indicate the name of the Insurer)……., further undertake to pay the IITB any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Insurance Surety Bond being absolute and unequivocal. The payment so made by us under this Insurance Surety Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. We, …… (indicate the name of the Insurer)……., further agree that the IITB shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the IITB against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the IITB or any indulgence by the IITB to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We, …… (indicate the name of the Insurer)…….. , further agree that the IITB at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other Guarantee the IITB may have in relation to the Contractor's liabilities.

7. This Insurance Surety Bond will not be discharged due to the change in the constitution of the Insurer or the Contractor.

8. We, …… (indicate the name of the Insurer)……., undertake not to revoke this Insurance Surety Bond except with the consent of the IITB in writing.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

9. This Insurance Surety Bond shall be valid up to …… unless extended on demand by the IITB. Notwithstanding anything mentioned above, our liability against this Insurance Surety Bond is restricted to **Rs. XXXX/- (Rupees XXXX only)** and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this Insurance Surety Bond, all our liabilities under this Insurance Surety Bond shall stand discharged.

Date .....
Witnesses:

1. Signature…… .....
   Authorized signatory
   Name and address Name
   Designation
   Staff Code no.

2. Signature ……. .....
   Insurer seal
   Name and address

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Indian Oil Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(THIS FORMAT IS FOR MATERIALS SECTION)
FORM OF INSURANCE SURETY BOND IN LIEU OF EARNEST MONEY DEPOSIT

SURETY BOND NO:
DATED:

VALID UPTO:

To,

Indian Oil Corporation Limited (Refineries Division)

[Address]

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd. {Address}……., hereinafter called the "Corporation", which expression shall include its successors and assigns) having agreed interalia to consider the tender of (Name), (Constitution) (Address) (hereinafter or referred to as the "Tenderer" which expression shall wherever the subject context so permits include its successors and assigns) for supply of materials to be awarded under Tender No. _____upon the Tenderer furnishing an undertaking from the Surety Insurer as hereinafter appearing in lieu of payment of the Earnest Money.

We _____(name of Surety Insurer) a body corporate registered / constituted under the laws of Insurance Regulatory and Development Authority of India (IRDAI) and having a branch at [branch address] (hereinafter called "the Surety Insurer" which expression shall include its successors and assigns), at the request of the Tenderer and with the intent to bind the Surety Insurer and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the Corporation at New Delhi forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Tenderer, all sums payable by the Tenderer as and by way of Earnest Money to the Corporation, for an amount of Rs. _____

(Rupees_____) only.

AND THE Surety Insurer DOTH HEREBY FURTHER AGREE AS FOLLOWS:

1. The amount stated by the Corporation in any demand, claim or notice made or given with reference to this Surety Bond shall as between the Surety Insurer and the Corporation for the purpose of this Surety Bond be conclusive of the amount payable by the Surety Insurer to the Corporation hereunder.

2. This Surety Bond shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or by any change in the legal constitution of the Surety Insurer or the Corporation.

3. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Surety Insurer either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Surety Insurer mentioned in the Surety Bond.

4. Notwithstanding anything to the contrary contained herein above:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

i. The Surety Insurer's liability under this Surety Bond shall not exceed Rs. _____ (Rupees_____ only).

ii. This Surety Bond shall remain in force upto (fill in date) and any extension(s) thereof; and

iii. The Surety Insurer shall be released and discharged from all liability under this Surety Bond unless a written claim or demand is issued to the Surety Insurer on or before the midnight of and if extended, the date of expiry of the last extension of this Surety Bond.

5. Our Surety Bond will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.

6. The Surety Insurer doth hereby declare that Shri [designation] is authorised to sign this Surety Bond on behalf of the Surety Insurer and to bind the Surety Insurer thereby.

Yours faithfully,

Signature:

Name & Designation:_____

Name of the Branch:

xxxx

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(Marketing Division)

Annexure-1

FORMAT OF INSURANCE SURETY BONDS FOR EARNEST MONEY DEPOSIT

1. In consideration of the Indian Oil Corporation Limited (hereinafter called 'The Corporation' which expression shall include its successors and assigns) having agreed to accept from, (name of the tenderer) (hereinafter called 'the said tenderer' which expression shall include its successors and assigns) Earnest money in the form of Insurance Surety Bond (ISB), under the terms and conditions of tender No.,_____dated In connection with _(mention the details of the tender) (hereinafter called "the said tender"), for the due observance by the said tenderer of the stipulation to keep the offer open for acceptance for a period of
days from the date of the opening of the tender and other stipulations of the tender we, (indicate the name of the Insurer). Registered under the Insurance Act, 1938, hereinafter referred to as 'Surety' which expression shall include its successors and assigns, at the request of (mention the name of the tenderer) do hereby undertake to pay on demand to the Corporation an amount not exceeding Rs in the event of the said tenderer having incurred forfeiture of earnest money as aforesaid or for the breach of any of the terms or conditions or the stipulations of the said tender and/ or the contract if awarded including but not limited to non- performance of the contract caused due to revision in price/ pricing basis after close of
the pricing part of the tender under an order of the Corporation.

2. We, (indicate the name of the Insurer) do hereby unconditionally and irrevocably undertake to pay the amounts due and payable under this ISB without any demur, protest, or proof or satisfaction or condition and without reference to the tenderer, merely on demand from the Corporation stating that the amount claimed is due by way of forfeiture of earnest money or any loss or damage caused to or suffered or would be caused to or suffered *by* the Corporation by reason of breach by the said tenderer any of the terms or conditions or stipulations perform the stipulations of the said tender. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this ISB. However, our liability under this ISB shall be restricted to an amount not exceeding Rs. _

3. We (indicate the name of the Insurer) undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or Tribunal or arbitrator relating thereto our liability under this
present being absolute and unequivocal. The payment so made by the Surety under this bond shall be a valid discharge of our liability for payment there under and the tenderer shall have no claim against us for making such payment.

4. We_(indicate the name of the Insurer) further agree that the Corporation shall be entitled

to invoke the ISB in part, provided that the amount of the invocation shall not exceed the aggregate value of the ISB at any given time. Such partial invocation can be made multiple times, and the Surety shall pay the Corporation the amounts requested, subject to the total sum not exceeding the aggregate value of the ISB. The remaining amount of the ISB shall continue to be valid until the full amount of the ISB has been invoked or the ISB is otherwise discharged in accordance with the terms herein."

5. It shall not be necessary for the Corporation to proceed against the Tenderer before proceeding against the Surety and the ISB herein contained shall be enforceable against the Surety as Principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Tenderer to the Corporation and notwithstanding that any such security shall at the time when claim is made against the Surety or proceedings taken against the Surety hereunder, be outstanding or unrealized.

6. The amount stated by the Corporation in any demand, claim or notice made with reference to the ISB, as between the Surety and the Corporation for the purpose of these Presents, be conclusive of the amount payable by the Surety to the Corporation hereunder.

7. We (indicate the name of the Insurer) further agree that the ISB herein contained shall remain in full force and effect during the period that would be taken for the performance of the terms, conditions or stipulation of the said tender and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said tender/ contract have been fully paid and its claims satisfied or discharged or till the Corporation certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tender and accordingly discharge this ISB. Unless a demand or claim under this ISB is made on us in writing a letter / e-Mail / on or before (expiry date) we shall be discharged from all liability under this ISB thereafter.

8. We (indicate the name of the Insurer) further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender or to extend time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said tender and shall not be
relieved from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.

9. This ISB shall not be determined or discharged or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitution of the Surety or Corporation.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

10. We, (indicate the name of the Insurer) lastly undertake not to revoke / amend this ISB during its currency except with the previous consent of the Corporation in writing.

11. Notwithstanding anything contained herein above,

a. The liability of the Surety under this ISB shall not exceed the amount of Rs. …….. (Rupees..... only)

b. This ISB is valid up to--------- irrespective of whether or not the original ISB returned to us.

c. We are liable to pay the ISB amount or any part thereof under this ISB only and if we receive from the Corporation a written claim or demand on or before (Expiry date) or the date of expiry of any extension
(s) thereof if this ISB has been extended

Dated the day of__ 20
For
(Indicate the name of Insurer)

Place : Date :

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Indian Oil Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(THIS FORMAT IS FOR MATERIALS SECTION)
PROFORMA OF INSURANCE SURETY BOND (PERFORMANCE)

To

Indian Oil Corporation Ltd.[Address]

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd. (hereinafter called the "Corporation" which expression shall include its successors and assigns) having awarded to [Name], [Constitution] [Address] (hereinafter referred to as the "Supplier" which expression shall wherever the subject or context so permits include its successors and assigns) a Supply Contract in terms interalia, of the Corporation(s) Purchase Order No. [ ] dated ..... (hereinafter referred to as the "Contract") upon the condition of the Supplier's furnishing security in lieu of cash deposit for the Performance of the Supplier's obligations and/or discharge of the Supplier's liabilities under and/or in connection with the said Supply Contract up to a sum of Rs […….] [Rupees] only amounting to…..% (percent) of the total contract value.

We…….(name of Surety Insurer) a body corporate registered/constituted under the laws of Insurance Regulatory and Development Authority of India (IRDAI) and having a branch at [branch address] (hereinafter called "the Surety Insurer" which expression shall include its successors and assigns) with the intent to bind the Surety Insurer and its successors and assigns, hereby undertake to pay the Corporation at New Delhi on first demand in writing without protest or demur or proof or satisfaction or condition and without reference to the Supplier, any and all amounts from time to time demanded by the Corporation from the Surety Insurer with reference to this Surety Bond up to an aggregate limit of Rs. […….] only or [Rupees].

AND THE Surety Insurer DOTH HEREBY FURTHER AGREE AS FOLLOWS:

1. This Surety Bond shall be in addition to any other guarantee or surety bond or any other security whatsoever that the Corporation may now or at any time anywise have in relation to the Supplier's obligations and/or liabilities under and/or in connection with the Contract and the Corporation shall have full authority to take recourse to or reinforce this Surety Bond in preference to the other guarantee(s) or security(ies) or Surety Bond at its discretion, and no failure on the part of the Corporation in enforcing or requiring enforcement of any other guarantee or surety bond or security shall have the effect of releasing the Surety Insurer from its full liability hereunder.

2. The Corporation shall be at liberty without reference to the Surety Insurer and without affecting the full liability of the Surety Insurer hereunder to take any other security in respect of the Supplier's obligation(s) and/or liability(ies) under/or in connection with the Contract and/or to vary the terms vis-a-vis the Supplier of the Contract and/or to grant time and/or indulgence to the Supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to release or to forebear from enforcement of all or any of the obligations of the Supplier under the Contract and/or the remedies of the Corporation under any other guarantee(s) or security(ies) or surety bond now or hereafter held by the Corporation and no such dealing(s), variation(s), reduction(s) or other indulgence(s) or arrangement(s) with the Supplier or release or forbearance whatsoever shall have the effect of releasing the Surety Insurer from its full liability to the Corporation hereunder or of prejudicing the rights of the Corporation against the Surety Insurer.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

3. This Surety Bond shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Supplier or any change in the legal constitution of the Surety Insurer or of the Corporation.

4. The Surety Insurer hereby waives all rights at any time inconsistent with the terms of this Surety Bond and the obligations of the Surety Insurer in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the Supplier (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Supplier or any other order or communication whatsoever by the Supplier stopping or preventing or purporting to stop or prevent any payment by the Surety Insurer to the Corporation in terms hereof.

5. Notwithstanding anything to the contrary contained herein above:

   a) The Surety Insurer's liability under this Guarantee/ Undertaking shall not exceed (currency in figures) . . . . . (currency in words only)

   b) This Surety Bond shall remain in force upto (here put the entire period required for the performance of the Contract and the defect liability period plus X (X) months) and any extension(s) thereof; and

   c) The Surety Insurer shall be released and discharged from all liability under this Surety Bond unless a written claim or demand is issued to the Surety Insurer on or before_____ and if extended, the date of expiry of the last extension of this Surety Bond.

6. Our Surety Bond will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.

7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Surety Insurer either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Surety Insurer mentioned in the Surety Bond.

8. The Surety Insurer doth hereby declare that Mr. [name & designation of the person authorised to sign on behalf of the Surety Insurer] is authorised to sign this Surety Bond on behalf of the Surety Insurer and to bind the Surety Insurer thereby.

Yours faithfully,
(Authorised Signature)
NAME & DESIGNATION
NAME OF THE Surety Insurer

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(THIS FORMAT IS FOR CONTRACTS SECTION)
FORM OF INSURANCE SURETY BOND IN LIEU OF SECURITY DEPOSIT/INITIAL SECURITY DEPOSIT

SURETY BOND NO:_____
DATED:____
VALID UPTO:_____

To,
INDIAN OIL CORPORATION LIMITED (Refineries Division)
_____

Dear Sirs,
In consideration of Indian Oil Corporation Limited (Refineries Division) assigns), having (hereinafter called "the corporation" which expression shall include its successors and awarded certain work for and relative to ……..(Name of the Project/Work) to_____ (Name and address of the contractor) hereinafter called "the Contractor" which expression shall include its successors and assigns), upon certain terms and conditions inter-alia mentioned in the Corporation's Letter of Accerptance No. ……dated……..read with the relative Tender Documents (hereinafter collectively called "the contract", which expression shall include any formal contract entered into between the Corporation and the Contractor in supersession of the said Letter of Acceptance and all amendments and/or modifications in the contract) inclusive of the condition that the Corporation may accept a Surety Bond of an Insurer registered under Insurance Regulatory and Development Authority of India (IRDAI) in India in lieu of payment of the Initial Security Deposit/Security Deposit as provided for in General Conditions of Contract forming part of the said Tender Documents:

We_____ (name of Surety Insurer) a body corporate registered/constituted under the laws of Insurance Regulatory and Development Authority of India (IRDAI) and having a branch at [branch address] (hereinafter called "the Surety Insurer" which expression shall include its successors and assigns), at the request of the Contractor and with the intent to bind the Surety Insurer and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay to the Corporation at New Delhi forthwith on first demand without protest or demur or proof or satisfaction and without reference to this guarantee up to an aggregate limit of Rs. _____(Rupees only). AND the Surety Insurer doth hereby further agrees as follows:-

i) This Surety Bond shall be a continuing Bond and shall remain valid and irrevocable for all claims of the Corporation upon the Surety Insurer made up to the midnight of_____ provided that the Surety Insurer shall upon the written request of the Corporation made upon the Surety Insurer at any time within X (X) months from the said date extend the validity of the Surety Bond by a further X (X) months so as to enable claims to be made under this Bond by a further X (X) months from the said date with the intent that the validity of this Bond shall automatically stand extended by a further X (X) months upon such request by the Corporation.

ii) The Corporation shall have the fullest liberty without reference to the Surety Insurer and without affecting in any way the liability of the Surety Insurer under this Surety Bond, at any time and/or from time to time to amend or vary the Contract and/or any of the terms and conditions thereof or relative to the said Initial Security Deposit/Security Deposit or to extend time for performance of the said Contract in whole or part or to postpone for any time and/or from time to time any of the obligations of the Contractor and/or the powers or remedies exercisable by the Corporation against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract or the said Initial Security Deposit/Security Deposit or the securities available to the Corporation or any of them and the Surety Insurer shall not be released from its

liability under these presents and the liability of the Surety Insurer hereunder shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Contractor or of any indulgence by the Corporation to the Contractors or of any other act, matter or thing whatsoever which under the law relating to sureties or otherwise which could but for the provision have the effect of releasing the Surety Insurer from its liability hereunder or any part thereof and the Surety Insurer hereby specifically waives any and all contrary rights whatsoever.

iii) The obligations of the Surety Insurer to the Corporation hereunder shall be as principal to principal and shall be wholly independent of the contract and it shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer notwithstanding the existence of any other Bond or security for any indebtedness of the Contractor to the Corporation (including relative to the said Security Deposit) and notwithstanding that any such undertaking or security shall at the time when claim is made against the Surety Insurer or proceedings taken against the Surety Insurer hereunder, be outstanding or unrealised.

iv) The amount stated by the Corporation in any demand, claim or notice made with reference to this guarantee shall as between the Surety Insurer and the Corporation for the purpose of these presents be conclusive of the amount payable by the Surety Insurer to the Corporation hereunder.

v) The liability of the Surety Insurer to the Corporation under this Bond shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Corporation, the Contractor and the Surety Insurer and/or the Surety Insurer and the Corporation or otherwise howsoever touching or affecting these presents for the liability of the Contractor to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Surety Insurer not to pay or for any cause withhold or defer payment to the Corporation under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Corporation in terms hereof.

vi) The Surety Insurer shall not revoke this undertaking during its currency except with the previous consent of the Corporation in writing and also agrees that any change in the constitution of the Contractor or the Surety Insurer or the Corporation shall not discharge the Surety Insurer's liability hereunder.

vii) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Surety Insurer either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Surety Insurer mentioned in the Surety Bond.

viii) Notwithstanding anything to the contrary contained herein above:

(a) Surety Insurer's liability under this Surety Bond shall not exceed (amount in figures & words);
(b) This *Surety Bond* shall remain in force upto_____ and any extension(s) thereof; and
(c) The Surety Insurer shall be released and discharged from all liability under this Surety Bond unless a written claim or demand is issued to the Surety Insurer on or before_____ or the date of expiry of any extension(s) thereof if this Bond has been extended

ix) The Surety Insurer doth hereby declare that Shri (Name of the person signing on behalf of the Surety Insurer) who is (his designation), is authorised to sign this Bond on behalf of the Surety Insurer and to bind the Surety Insurer hereby

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Dated this_____ day of_____200__.

Yours faithfully,
Signature : _____
Name & Designation:___
Name of the Branch:_____

Dated: _____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(THIS FORMAT IS FOR REFINERIES DIVISION)
FORM OF INSURANCE SURETY BOND IN LIEU OF SECURITY DEPOSIT

Indian Oil Corporation Limited
(Refineries Division)

Dear sir,

In consideration of Indian Oil Corporation Limited (Refineries Division) (hereinafter called the Corporation which expression shall include its successors and assigns) having awarded certain Work for and relative to the installation of a (Name of Project) at of the Corporation to (Name &

address of Contractor) (hereinafter called the "CONTRACTOR") upon certain terms and conditions mentioned in the Corporation's Letter of Acceptance No. …….. Dated …… read with the CONTRACTOR's bid and the relative Bid Documents (hereinafter collectively called the "Contract" which expression shall include any formal Contract entered into between the Corporation and the CONTRACTOR in supersession of the said Letter of Acceptance and all amendments and/or modifications in the Contract) inclusive of the condition that the Contractor shall cause to be furnished a Surety Bond from an Insurer registered under Insurance Regulatory and Development Authority of India (IRDAI) (which includes the Indian Branch of a foreign Insurer acceptable to the Corporation) as hereinafter appearing in lieu of payment of Security deposit.

We _____(name of Surety Insurer) a body corporate registered/constituted under the laws of Insurance Regulatory and Development Authority of India (IRDAI) and having a branch at [Indian branch address with IRDAI Registration] (hereinafter called the "Surety Insurer" which expression shall include its successors and assigns) with the intent to bind the Surety Insurer and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay the Corporation at New Delhi on first demand in writing without protest or demur or proof of condition any and all amounts from time to time demanded by the Corporation from the Surety Insurer with reference to this Surety Bond up to an aggregate limit of Indian Rupees (Rupees ..... only).

AND the Surety Insurer doth hereby further agree as follow:

i. The Surety Bond herein contained shall remain in full force and effect during the entire period that would be taken for the performance for the Contract and until the claims of the Corporation relative thereto are satisfied and/or discharged and the Corporation accordingly discharges this Surety Bond subject, however, that the Corporation shall have no claim under this Surety Bond after midnight of ..... YYYY, unless a notice of the claim under this Bond has been served on the Surety Insurer before the expiry of the said date, in which event the same shall be valid notwithstanding that the same is enforced after the expiry of the said date, provided that the Surety Insurer shall upon the written request of the Corporation made at any time within X (_) months after the expiry of the said date extend this Surety Bond for a further X (_) months from the said date within which the Corporation may make a demand.

   The claim period for Surety Bond shall be X (_) months from the date of expiry of Surety bond. During such claim period the Corporation shall have the right to give notice to the surety provider to honor / encash the irrevocable, unconditional Surety Bond.

ii. The Corporation shall have the fullest liberty without reference to the Surety Insurer and without affecting in any way the liability of the Surety Insurer under this Surety Bond, at any time and/or from time to time anywise to vary the Contract and/or any of the terms and conditions thereof or relative to

the Security deposit or to extend time of performance of the Contract in whole or part or to postpone for any time and/or from time to time any of the obligations of the CONTRACTOR and/or the power(s) exercisable by the Corporation against the CONTRACTOR and either to enforce or forbear from enforcing any of the terms and conditions of or governing the Contract or the Security deposit or the securities available to the Corporation or any of them and the Surety Insurer shall not be released from its liability under these presents and the liability of the Surety Insurer shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the CONTRACTOR or any or all the matters aforesaid or by reason of time being given to the CONTRACTOR or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the CONTRACTOR or of any other act, matter or thing whatsoever which under the law relating to sureties could but for this provision, have the effect of releasing the Surety Insurer from its liability hereunder or any part thereof and the Surety Insurer doth hereby specifically waive any and all contrary rights.

iii. The obligations of the Surety Insurer to the Corporation hereunder shall be as principal to principal and shall be wholly independent of the contract and it shall not be necessary for the Corporation to proceed against the CONTRACTOR before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer notwithstanding the existence of any other security for any indebtedness of the CONTRACTOR to the Corporation (including relative to the security deposit) and notwithstanding that any such security shall at the time when claim is made against the Surety Insurer or proceeding taken against the Surety Insurer hereunder, be outstanding or unrealised.

iv. The amount stated by the Corporation in any demand, claim or notice as due to the Corporation from the CONTRACTOR shall as between the Surety Insurer and the Corporation for the purpose of these presents be conclusive of the amount payable by the Surety Insurer to the Corporation hereunder.

v. The liability of the Surety Insurer to the Corporation under this Surety Bond shall remain in full force and effect notwithstanding the existence of any difference or dispute between the CONTRACTOR and the Corporation, the CONTRACTOR and the Surety Insurer and/or the Surety Insurer and the Corporation, or otherwise howsoever touching or affecting these presents or the liability of the CONTRACTOR to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the CONTRACTOR or any other person to the Surety Insurer not to pay or for any cause withhold or defer payment to the Corporation, under these presents, with the intent that notwithstanding the existence of such difference, dispute or instructions, the Surety Insurer shall be and remain liable to make payment to the Corporation in terms hereof.

vi. The Surety Insurer shall not revoke this Surety Bond during its currency except with the previous consent of the Corporation in writing and also agrees that any change in the constitution of the CONTRACTOR or of the Surety Insurer or of the Corporation shall not discharge the Surety Insurer's liability hereunder.

vii. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Surety Insurer either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Surety Insurer mentioned in the Surety Bond.

viii. Notwithstanding anything to the contrary contained herein above:

a) The Surety Insurer's liability under this Surety Bond shall not exceed (currency in figures) . . . . (Currency in words only) ..... ;

b) This Surety Bond shall remain in force upto _____and any extension(s) thereof; and

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

c) The Surety Insurer shall be released and discharged from all liability under this Surety Bond unless a written claim or demand is issued to the Surety Insurer on or before _____ and if extended, the date of expiry of the last extension of this Surety Bond.

ix. Our Surety bond will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.

x. The Surety Insurer doth hereby declare that Shri …… (Name and Designation of the person) is authorised to sign this Surety Bond on behalf of the Surety Insurer and to bind the Surety Insurer thereby.

Dated : _____day of _____ 20

Yours faithfully,

For_____

Signature

Name and designation

Name of the Branch

NOTES:

(1) This Surety Bond is not to be witnessed

(2) This Surety Bond is required to be stamped as an agreement according to the stamp duty prescribed either in the State in which it is executed or at New Delhi, whichever is higher.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Annexure-2

FORMAT OF INSURANCE SURETY BOND FOR SECURITY DEPOSIT

1. In consideration of the Indian Oil Corporation Limited having its Registered Office at (hereinafter called "The Corporation" which expression shall include its successors and assigns) having agreed to exempt (hereinafter called "The said Contractor(s) / Supplier(s) / Seller(s)" which expression shall include its successors and assigns) from the demand under the terms and conditions of an Agreement dated made between _____and _for (hereinafter called "The said Agreement"), of Security Deposit for the due fulfillment by the said Contractor(s) / Supplier(s) / Seller(s) of the terms and conditions contained in the said Agreement, on production of a Insurance Surety Bond (ISB) for (Rupees only), we (indicate the name of the Insurer), registered under the Insurance Act, 1938 (hereinafter referred to as "Surety" which expression shall include its successors and assigns) at the request of Contractor(s) / Supplier(s) / Seller(s) do hereby undertake to pay to the Corporation an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said Contractor(s) / Supplier(s) / Seller(s), of any of the terms or conditions contained in the said Agreement.

2. We (indicate the name of the Insurer) do hereby unconditionally and irrevocably undertake to pay the amounts due and payable under this ISB without any demur, protest or proof or satisfaction or condition and without reference to the Contractor(s) / Supplier(s) / Seller(s), merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said Contractor(s) / Supplier(s) / Seller(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) / Supplier(s) / Seller (s) failure to perform the said Agreement. Any such demand made on the Surety shall be conclusive as regards the amount due and this ISB shall be restricted to an amount not exceeding Rs.

3. The obligation of the Surety to the Corporation shall be as Principal to Principal and shall be wholly independent of the agreement and it shall not be necessary for the Corporation to proceed against the Contractor (s) / Supplier(s) / Seller(s) before proceeding against the Surety and the ISB herein contained shall be enforceable against the Surety notwithstanding the existence of any other Bond or security for any indebtedness of the Contractor (s) / Supplier(s) / Seller(s) to the Corporation (including relative to the said Security Deposit) and notwithstanding that any such undertaking or security shall at the time when claim is made against the Surety or proceedings taken against the Surety hereunder, be outstanding or unrealized.

4. The amount stated by the Corporation in any demand, claim or notice made with reference to the ISB, as between the Surety and the Corporation for the purpose

of these Presents, be conclusive of the amount payable by the Surety to the Corporation hereunder.

5. This ISB shall not be determined or discharged or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Contractor(s) / Supplier(s) / Seller(s) or any change in the legal constitution of the Surety or the Corporation.
6. We (indicate the name of the Insurer) undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) / Seller(s) in any suit or proceeding pending before any court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by the Surety under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) / Seller(s) shall have no claim against us for making such payment.
7. We _____(indicate the name of the Insurer) further agree that the Corporation shall be entitled to invoke the ISB in part, provided that the amount of the invocation shall not exceed the aggregate value of the ISB at any given time. Such partial invocation can be made multiple times, and the Surety shall pay the Corporation the amounts requested, subject to the total sum not exceeding the aggregate value of the ISB. The remaining amount of the ISB shall continue to be valid until the full amount of the ISB has been invoked or the ISB is otherwise discharged in accordance with the terms herein."

8. We, _____(indicate the name of the Insurer) further agree that the ISB herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _office / department at _certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) / Supplier(s) / Seller(s) and accordingly discharge this ISB. Unless a demand or claim under this ISB is made on us in writing a letter / e-Mail on or before _(expiry date) we shall be discharged
from all liability under this ISB thereafter.

9. We, (Indicate the name of Insurer) further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) / Supplier(s) / Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said Contractor(s) / Supplier(s) / Seller(s) and to forbear or enforce any of the terms

and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) / Supplier(s) / Seller(s) or forbearance, act or omission on the part of the Corporation or any Indulgence by the Corporation to the said Contractor(s) / Supplier(s) / Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.

10. We, (Indicate the name of Insurer) lastly undertake not to revoke / amend this ISB during its currency except with the previous consent of the Corporation in writing.

11. Notwithstanding anything contained herein above,

    a. The liability of the Surety under this ISB shall not exceed the amount of Rs. (Rupees _only),
    b. This ISB shall be valid up to _(Expiry Date) irrespective of whether or not the original ISB returned to us.
    c. We are liable to pay the ISB amount or any part thereof under this ISB only and if we receive from the Corporation a written claim or demand on or before (Expiry date) or the date of expiry of any extension
    (s) thereof if this ISB has been extended.

Dated the day of __ 20
For
(Indicate the name of Insurer)

Place : Date :

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Indian Railways

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,

Acting through.....,

Railway

Date:_____

Surety Bond No: _____ Issue Date: _____

Amount of Bond: _____ Expiry Date: _____

WHEREAS, In consideration of the President of India acting through _____ (Designation & address of contract signing authority), ……..... Railway, ……..... (hereinafter called "The Railway"') having accepted the bid of M/s ……. hereinafter called the contractor, for the work of XXXX under invitation for bids No XXXX Dated XXXXX, Vide Letter of Acceptance No.....

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of (Rupees XXXX Only), in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

WHEREAS, we……., (Name of insurance company) hereinafter called the Surety, acting through {Designation(s) of the authorised person of the Surety}, have, at the request of the M/s. XXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that We, the undersigned {Insert name(s) of authorized representatives* of the Surety}, being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXX (Rupees XXXX Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [insert date of issue] The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes Bot to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents

a. Our liability under this Surety Bond shall not exceed XXXX (Rupees XXXXX only).

b. This Surety Bond shall be valid up to XXXX (being the date of expiry);

c. Unless the bank is served a written claim or demand on or before XXXX {date of expiry} all rights under this Bond shall be forfeited and the Surety shalt be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated …….. the day of YYYY.

15. The Insurance Surety Bond shall be verified by sending mail to {_____}

Place_____

Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness:

1.

2.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Retention Bond - Indian Railways

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF INSURANCE SURETY BOND

Retention Money Surety

Name of the issuer of surety bond:

President of India,
Acting through ..... ,
.....
Railway.

Beneficiary: ..... Railway
Date: ..... .

Surety Bond No: ..... Issue Date: ..... .
Amount of Bond: ..... Expiry Date: .....

WHEREAS, In consideration of the President of India acting through .....(Designation & address of contract signing authority), ... Railway, ..., (hereinafter called "The Railway") having accepted the bid of M/S XXXXX hereinafter called the contractor, for the work of XXX under invitation for bids No XXXX Dated XXXXX, Vide Letter of Acceptance No.

AND

WHEREAS, the contractor is required to furnish Retention Money Security for the sum of Rs.XXXX (Rupees XXXX Only), in the form of Surety Bond, being a condition precedent to the signing of the contract agreement

WHEREAS, we,_____, (Name of insurance company) hereinafter called the Surety, acting through [Designation(s) of the authorised person of the Surety], have, at the request of the M/s. XXXX contractor, agreed to give Bond for retention money security/ additional retention money security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX (Rupees XXXX Only) as above stated.

2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before

any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Railway of Surety.

3. On payment of any amount less than the aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.

4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.

5. The Surety Bond shall be unconditional and irrevocable.

6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.

7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.

8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.

9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.

10. Th Surety agrees that its obligation to pay any amount demanded by the Railway before expiry of this Bond will continue until the amount demanded has been paid in full.

11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.

13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, Inter alia, the failure of

the Bidder to keep its Bid open during the Bid Validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

14. The Bond shall be in addition to and without prejudice to any other Surety Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

a. Our liability under htis Surety Bond shall not exceed XXXX (Rupees XXXX Only)
b. This Surety Bond shall be valid up XXXX (being the date of expiry);
c. Unless the Surety is served a written claim or demand on or before XXXXX all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety Bond is returned to the Surety.

Dated the _____ day of 20___

15. The Insurance Surety Bond shall be verified by sending mail to _____

Witness

1.

2.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Indian Strategic Petroleum Reserves Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

APPENDIX–IV

Surety Bond for Bid Security

(Refer Clauses 2.1.5 and 2.25.1)

B.G. No. Dated:

1. In consideration of you, ……, having its office at ……. , (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ……(a company registered under the Companies Act, 1956/2013) and having its registered office at …… (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the …….. Project on DBFOT basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft Concession Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Surety Insurer) having our registered office at …… and one of its branches at ..... (hereinafter referred to as the "Surety Insurer"), at the request of the Bidder, do hereby in terms of Clause 2.1.5 read with Clause 2.1.6 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ……. (Indian Rupees ..... only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. ……. (Indian Rupees ..... only).

4. This Surety Bond shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Surety Insurer and sent by courier or by registered mail to the Surety Insurer at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Surety Insurer along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the guarantee herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to INR …… crore (Indian Rupees ..... crore only).

The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before [… (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by .....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

By the hand of Mr./Ms ……., its …….. and authorised official.

(Signature of the Authorised Signatory)
(Official Seal)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Indian Strategic Petroleum Reserves Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SCHEDULE F

PERFORMANCE SECURITY

WHEREAS:

(A) ……., (the "**Concessionaire**") and the [_____] represented by the Secretary, Indian Strategic Petroleum Reserves Limited ("**Authority**") and having its principal offices at …… have entered into a Concession Agreement dated …… (the "**Agreement**") whereby the Authority has agreed to the Concessionaire undertaking the development, operation, maintenance and management of the Project at …….. in ……subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of [Rs. cr. (Rupees crore)] (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the period of _____ year from the Appointed Date.

(C) We (the "Surety Insurer"), ……. through our Branch at ……. have agreed to furnish this Surety Bond by way of Performance Security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in due and faithful performance of all or any of the Concessionaire's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an Officer not below the rank of a CEO & MD or equivalent, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Concessionaire, or any dispute

between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any change in the constitution of the Concessionaire and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Guarantee Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond, no later than [6 (six) months] from the date of expiry of this Surety Bond, all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Performance Security shall cease to be in force and effect after expiry of a period of [6 (six)] months from the Project COD, and provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory' auditor of the Concessionaire, the Authority shall release the Performance Security forthwith.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof fonhwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for a period of [_____] from the date hereof or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this .....day of …….. 20……. at ……

SIGNED, SEALED AND DELIVERED

For and on behalf of the SURETY INSURER by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

(i) The Surety Bond should contain the name, designation and code number of the officer(s) signing the Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(ii) The address, telephone number and other details of the Head Office of the Surety Insurer as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - IndianOil NTPC Green Energy Private Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

7B. Form of Insurance Surety Bond towards Bid Security

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

Insurance Surety Bond No. .....

Date.....

To

IndianOil NTPC Green Energy Private Limited (INGEL).

…….

…….

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. ……. M/s.....[Bidder's Name]..... having its Registered/Head Office at ..... (hereinafter called the 'Bidder') wish to participate in the said bid for …….(project details)……

As an irrevocable Insurance Surety Bond against Bid Security for an amount of ..... (*)..... valid for..... days from .....(**)..... required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the ..... [Name & address of the Insurer]

.....having our Head Office at ..... (#) ..... guarantee and undertake to pay immediately on demand by IndianOil NTPC Green Energy Private Limited (hereinafter called the 'Employer') the amount of .....(*).....without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid

upto.....(@)..... If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ....[Bidder's Name]..... on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on

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

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Authorised Vide

Power of Attorney No.....

Date.....

NOTE : 1. (*) The amount shall be as specified in the SPC.

(**) This shall be the date of opening of Techno-Commercial bids.

(#) Complete mailing address of the Head Office of the Insurer to be given.

(@) This date shall be forty five (45) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

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 guarantee.

5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Extension of Bond - IndianOil NTPC Green Energy Private Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Annexure-08

FORM OF EXTENSION OF INSURANCE SURETY BOND

(On Non-judicial stamp paper of same value on which original BG was executed)

Ref. No.: Date:

To,

IndianOil NTPC Green Energy Private Limited,

……

……..

Dear Sirs,

Subject: Extension of Surety Bond No. ……. dated …….. for …… [indicate value of Surety Bond]…….. favouring yourselves expiring on …….. on account of M/s ……(Name of Bidder)……in respect of Contract for …… (Insert Package name)……, (hereinafter called original Surety Bond)

At the request of M/s …….. we …….. Insurance branch office at ……. and having its Head Office at ……. do hereby extend our liability under the above mentioned Surety Bond No. ……. dated ……. for a further period of ……. year/months from _____ to expire on …….

Except as provided above, all other terms and conditions of original Surety Bond No.…… dated ……. shall remain unaltered and binding.

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

Signature …….

Name …….

Designation ……...

Authorised Vide

Power of Attorney No. ……...

Dated …….. SEAL OF INSURANCE COMPANY

Note:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

1. @ The extension of the Insurance Surety Bond should be forwarded to the Unit/ Project/Corporate Centre, from where the extension has been sought.

2. Minimum extension of any Insurance Surety Bond (other than that for Bid Security) should be three months along with 90 days of claim period from the revised date of expiry.

3. The extension of Insurance Surety Bond should be 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 guarantee

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - IndianOil NTPC Green Energy Private Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Annexure-9B

Form of Insurance Surety Bond towards Performance Security

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

Insurance Surety Bond No. .....

Date.....

To,

IndianOil NTPC Green Energy Private Limited (INGEL).

……

……

Dear Sirs,

In consideration of the IndianOil NTPC Green Energy Private Limited (Hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Seller's

Name]..... with its Registered /Head Office at ..... (Hereinafter referred to as the 'Seller', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Purchaser's Purchase Order No. ..... dated..... and the same having been unequivocally accepted by the seller, resulting into a Contract bearing No..... dated ....., valued at ..... for ..... and the Seller 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 Employer.

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 Purchaser, on demand any and all amount payable by the Seller to the extent of .....(*)..... as aforesaid at any time up to .....(@)..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Seller. Any such demand made by the Purchaser on the Insurer shall be conclusive and binding notwithstanding any difference between the Purchaser and the Seller 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 Purchaser and further agrees that the guarantee herein contained shall be enforceable till the purchaser discharges this guarantee.

The Purchaser 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 performance of the Contract by the Seller 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 Purchaser 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 Seller, 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 Purchaser and the Seller or any other course or remedy or security available to the Purchaser. The Insurer shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the 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 Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Purchaser at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Seller and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Seller's liabilities.8

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 .....[Seller's Name}..... on whose behalf this Insurance Surety Bond has been given.

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

WITNESS :

1. .....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Authorised Vide Power of

Attorney No.....

Date.....

2. .....

(Signature)

.....

(Name)

.....

(Official Address)

Notes :

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

1. (*) This sum shall be three percent (03%) of the Contract Price.

(@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.

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 Purchaser shall be the Creditor, the Seller 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 guarantee.

5. While getting the Insurance Surety Bond issued, the Seller is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Seller is required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond 1 - Indira Gandhi Nahar Project

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond for Performance Security

Beneficiary: _____

Date: _____

Insurance Surety Bond No.: _____

Guarantor:_____, a company incorporated under the Companies Act, 2013 and having its Registered Office at _____and _____[hereinafter referred as **"Surety Insurer"**]

We have been informed that _____**,** _____(hereinafter called **"the Applicant"**) has been issued a _____ by the Beneficiary, for the execution of the Project titled **"** **"** (hereinafter called **"the Contract"**).

Furthermore, we understand that, according to the conditions of the Contract, a insurance surety bond as performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of **Rs.** _____ (**Rupees** _____), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This Insurance Surety bond shall expire, no later than the **Date (**_____ **)** and any demand for payment under it must be received by us at this office indicated above on or before that date.

This insurance surety bond is subject to the Uniform Rules for insurance surety bond as Demand Guarantee (URDG) 2010 Revision, ICC Publication No. 458, except that the supporting statement under Article 15(a) is hereby excluded.

_____

Name:

Designation:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond 2 - Indira Gandhi Nahar Project

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond Number –……. Start Date of The Bond – ……..

End Date of The Bond –……

To
……
……

Whereas the …… (here-in-after called "the Department") having entered into an Contract Agreement No. …….. dated ……. With……., …… (herein after called the "Contractor") for ……....., (herein after called "the said Agreement") under which the contractor(s) …….. have applied to furnish Insurance Surety Bond to makeup the full performance security.

1. In consideration of the …… having made such a stipulation in agreement. We, …….. , having its registered office address at …….. here-in-after referred to as the "Surety Insurer" at the request of ……., contractor(s), do hereby undertake to pay to the Department an amount not exceeding Rs. …… (Rupees …….. Only) on demand.
2. We ……., do hereby undertake to pay Rs. ……. (Rupees …….. Only) under this Insurance Surety Bond without any demur or delay, merely on a demand from the Department. Any such demand made on the Surety Insurer by the Department shall be conclusive and payable by the Surety Insurer under this Insurance Surety Bond. The Insurance Surety Bond shall be completely at the disposal of the Department and We, …….., bound ourselves with all directions given by Department regarding this Insurance Surety Bond. However, our liability under this Insurance Surety Bond shall be restricted to an amount not exceeding Rs. ……. (Rupees ……. Only).
3. We, …… , undertake to pay to the Department any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We, …….., further agree that the Insurance Surety Bond herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue enforceable till all the dues of the Department under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Department certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this Insurance Surety Bond.
5. We, …….., further agree with the Department that the Department shall have the fullest liberty without our consent and without affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance act of omission on the part of the

Department or any indulgence by the Department to the said contractor or by any such matter or thing whatsoever which would but for this provision, have effect of so reliving us.

6. The liability of us, ……., under this Insurance Surety Bond will not be discharged due to the change in the constitution of the Surety Insurer or the Contractor(s).
7. We, ……., lastly undertake not to revoke this Insurance Surety Bond except with the previous consent of the Department in writing.
8. This Insurance Surety Bond shall remain valid and in full effect, until it is decided to be discharged by the Department. Notwithstanding anything mentioned above, our liability against this Insurance Surety Bond is restricted to Rs……. (Rupees …… Only)
9. It shall not be necessary for the State Department to proceed against the contractor before proceeding against the Surety Insurer and the Insurance Surety Bond herein contained shall be enforceable against the Surety Insurer notwithstanding any security which the State Department may have obtained or obtain from the contractor.
10. The Insurance Surety Bond shall be payable at the headquarters of the Division, or the nearest District Headquarters (payable on demand at the office of the ……). If the last date of expiry of the Insurance Surety Bond happens to be a holiday of the Surety Insurer, the Insurance Surety Bond shall expire on the close of the next working day.
11. The liability of the Surety Insurer under this Insurance Surety Bond shall remain valid and enforceable notwithstanding any fraud, misrepresentation, or suppression of facts by the Contractor and shall not be affected by any dispute between the Department and the Contractor.
12. Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to **Rs.** …….. (Rupees ……..Only) and it shall remain in force upto and including **……**

Dated …….day of ……., 20XX

For and on behalf of ……

Signature & Designation

THE ABOVE GUARANTEE IS ACCEPTED BY THE DEPARTMENT OF THE STATE OF …….

For and on behalf of the …….

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Inland Waterways Authority of India

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond towards Bid Security

Insurance Surety Bond No: _____ **Date:** _____

Name of Work: _____
Tender Ref no: _____

To
_____
_____

Dear Sir,

In accordance with Invitation for Bids under your Bid Document No._____, **M/s**_____, a company registered (CIN:_____) under the Companies act 2013 by the Laws of India having its Registered/Head Office at _____ (hereinafter called the 'Supplier') wish to participate in the said bid for _____ by Inland Waterways Authority Of India, _____ hereinafter called the "CORPORATION".

As an irrevocable Insurance Surety Bond against Bid Security for an amount of **Rs.** _____ **(Rupees** _____**)** valid for XX days from **(date)** required to be submitted by the Supplier as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, _____ (Insurer name), having our Head Office at _____(address) guarantee and undertake to pay immediately on demand by Inland Waterways Authority Of India,(hereinafter called the 'Authority') the amount of **Rs.** _____ **(Rupees** _____**)** without any reservation, protest, demand and recourse. Any such demand made by the 'Authority' stating that the contractor has defaulted under the terms and conditions of the contract shall be conclusive and binding on us irrespective of any dispute or difference raised by the Supplier and/or any right/remedy available to the supplier in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to _____ (**due date).** If any further extension of this Insurance Surety Bond 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 Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this _____(**Issued Date) 20XX at**_____**.**

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Authorized Signatory

Name:

Designation:

Address:.....
Tel. Nos.: .....
Employee Code: .....
Email Id: .....
Authorised Vide Power of Attorney POA No.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Ircon International Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

ANNEXURE-IXA

INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

Ref: (Surety Bond No. and Date)

To
IRCON INTERNATIONAL LIMITED,
_____
_____

Surety Bond No:.....,
Amount of Bond:.....,

Issue Date:.....,
Expiry Date:.....,

WHEREAS, **M/s** _____, _____ [name of Bidder] (hereinafter called "the Bidder") intends to submit his bid for the work of _____ under invitation of Bid notice No. _____ **dated** _____ (hereinafter called "The Bid")

AND

WHEREAS, it has been stipulated by IRCON INTERNATIONAL LIMITED acting through _____, _____ (Name, Designation and Address of the Tender Inviting Authority) (hereinafter called "The IRCON") in the Bid Document that the Bidder shall furnish to the IRCON surety bond for the sum of **Rs._____ (Rupees _____ only)** as Earnest Money Deposit/Bid Security as a precondition of submission of the bid.

WHEREAS, we,....., (Name of insurance company) hereinafter called "The Surety ", acting through....., [Name, Designation and Address of the authorized person of the Surety}, have, at the request of **M/s** _____, _____ bidder, agreed to give Bond for Earnest Money Deposit/Bid Security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned....., [Insert name(s) of authorized representative of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably bond to pay the IRCON the full amount in the sum of **Rs._____ (Rupees _____ only)** as above stated.

2. The Surety undertakes to immediately pay on presentation of demand by the IRCON any amount up to and including aforementioned full amount without any demur, reservation, recourse, contest or protest. Any such demand made by the IRCON on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or the Surety.

3. On payment of any amount less than aforementioned full amount, as per demand of the IRCON, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the IRCON.

4. The Surety shall pay the amount as demanded immediately on presentation of the demand by IRCON without any reference to the Bidder and without the IRCON being required to prove or to show grounds or give reasons for its demand or the amount demanded.

5. The Surety Bond shall be unconditional and irrevocable.

6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Bidder/IRCON or winding up of the Bidder/IRCON or the Surety or any absorption, merger or amalgamation of the Bidder/IRCON or the Surety with any other party or entity.

7. The Surety agrees that no change, addition, modifications to the terms of the Bid Documents or to any documents, which have been or may be made between the IRCON and the Bidder, will in any way release the surety from the liability

and obligation under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.

8. This Bond is valid and effective from the date of its issue which is……., [insert date of issue]. The Bond and our obligations under it will expire on _____ (Expiry Date, a date XX days after the last date for submission of Bids as stated in the Notice Inviting Bids/Tenders or as extended by the IRCON through corrigendum 's /addendums to the bid documents). All demands for payment under the Bond must be received by us on or before that date.

9.The Surety agrees that the IRCONs right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the IRCON or the Bond is released by IRCON before the Expiry date.

10. The Surety agrees that its obligation to pay any amount demanded by the IRCON before the expiry of this Bond will continue until the amount demanded has been paid in full.

11. The expressions Surety, Bidder and IRCON herein before used shall include their respective successors, administrators and assigns.

12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the IRCON. This Bond is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 except that the supporting statement under Article 15(a) is hereby excluded.

13. We, the Surety, further agree that the IRCON shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the IRCON that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the IRCON and the Bidder or any dispute pending before any Court tribunal, arbitrator or any other authority or by the discharge of the Bidder for any reason whatsoever .

14. The IRCON shall have the fullest liberty without affecting in any way the liability of the surety under this surety bond from time to time to vary any of the terms and conditions contained in the said bidding documents or to extend time for submission of the bids or the bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said bidding documents by the said bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said bidding documents or the securities available to the IRCON, and the Surety shall not be released from its liability under these presents-by any exercise . by the IRCON of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the IRCON or any indulgence by the IRCON to the said Bidder.

15. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the Bidder in favour of the IRCON available with the IRCON. The Surety, under this Bond, shall be deemed as Principal Debtor of the IRCON.

16. This Surety Bond shall also be operable at our....., branch at New Delhi, from whom confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

17. Any notice by way of request, demand or otherwise hereunder may be sent by post (courier or registered post) or by authorized e-mail addressed to the Surety at its above referred branches, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof fo1thwith and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the IRCON that the envelope was so posted shall be conclusive.

Dated the day of 20….

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Place ....

Surety's Seal and authorized signature(s)
[Name in Block letters].
[Designation with Code No.]
[P/Attorney] No.

Witness

1.

2.

The Insurance Surety Bond Shall be verified by sending mail to:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Ircon International Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

To IRCON INTERNATIONAL LIMITED

Acting through.... . . .

(Project Incharge & Address of the Project), …….

Date:…….

Surety Bond No: . ……. Issue Date: . . .

Amount of Bond: . ……. Expiry Date: . . . . . .

WHEREAS, In consideration of IRCON INTERNATIONAL LIMITED acting through …….(Name, Designation and Address of the Project Incharge), (hereinafter called "The IRCON") having accepted the bid of M/S XXXXX (hereinafter called "the Contractor"), for the work of "XXX" Vide Letter of Acceptance No. . . . . Dated…….

AND

WHEREAS, the Contractor is required to furnish Performance Security for the sum of ₹XXXXXXX(Rupees XXXXXX Only), in the form of Surety Bond, being a condition precedent to the signing of the Contract Agreement.

WHEREAS, we, _____, (Name of insurance company) (hereinafter called "The Surety"), acting through [Name, Designation and Address of the authorized person of the Surety], have, at the request of M/S.XXXX, the Contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [Insert name(s) of authorized representative of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably bond to pay the IRCON the full amount in the sum of ₹XXXXXXX(Rupees XXXXXXXXX Only) as above stated.

2. The Surety undertakes to immediately pay on presentation of demand by the IRCON any amount up to and including aforementioned full amount without any demur, reservation, recourse, contest or protest. Any such demand made by the IRCON on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Contractor or the Surety.

3. On payment of any amount, less than aforementioned full amount, as per demand of the IRCON, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the IRCON.

4. The Surety shall pay the amount as demanded immediately on presentation of the demand by IRCON without any reference to the Contractor and without the IRCON being required to prove or to show grounds or give reasons for its demand or the amount demanded.

5. The Surety Bond shall be unconditional and irrevocable.

6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor/IRCON or winding up of the Contractor/IRCON or the Surety or any absorption, merger or amalgamation of the Contractor/IRCON or Surety with any other party or entity.

7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the IRCON and the Contractor, will in any way release the surety from the liability and obligation under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.

8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on XXXX (Expiry Date, a date XX days from the date of completion of the work). All demands for payment under the Bond must be received by us on or before that date.

9. The Surety agrees that the IRCON's right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the IRCON or the Bond is released by IRCON before the Expiry date.

10. The Surety agrees that its obligation to pay any amount demanded by the IRCON before the expiry of this Bond will continue until the amount demanded has been paid in full.

11. The expressions Surety, Contractor and IRCON hereinbefore used shall include their respective successors, administrators and assigns.

12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the IRCON. This Bond is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 except that the supporting statement under Article 15(a) is hereby excluded.

13. We, the Surety , further agree that the IRCON shall be the sole judge to decide as to whether the Contractor is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Contract Documents and the decision of the IRCON that the Contractor is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the IRCON and the Contractor or any dispute pending before any Court, tribunal, arbitrator or any other authority or by the discharge of the Contractor for any reason whatsoever

14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the Contractor in favour of the IRCON available with the IRCON. The Surety, under this Bond, shall be deemed as Principal Debtor of the IRCON.

15. This Surety Bond shall also be operable at our …….. , branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder

claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation

16. Any notice by way of request, demand or otherwise hereunder may be sent by post (courier or registered post) or by authorized e-mail addressed to the Surety at its above referred branches, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the IRCON that the envelope was so posted shall be conclusive.

Dated the day of 20-- Place…. . . . . .

Surety's Seal and authorized signature(s)
[Name in Block letters] . [Designation with Code No.]
. . . . . [P/Attorney] No.

Witness

1.

2.

[Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.]

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Jaipur Vidyut Vitran Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Annexure-B

Proforma of Insurance Surety Bond for BID Security (Insurance Surety Bond in lieu of 100% of earnest money on non-judicial stamp paper of Rajasthan Govt. [calculated at the applicable rate as per the Rajasthan Stamp Act.]

The Superintending Engineer (RDSS)
Jaipur Vidhyut Vitran Nigam Limited
Old Power House Premises, Near Ram Mandir,
Jaipur-302006

Insurance Surety Bond NO._____

DATE----------

AMOUNT----------

DATE OF VALIDITY----------

Including additional validity----------

THIS DEED OF **Surety Bond** is made this day _____ of _____ of the year _____ between the Superintending Engineer (RDSS), Jaipur Vidyut Vitran Nigam Limited (which expression shall unless excluded by or repugnant to the context includes his successors, assigns and his authorized representatives, (hereinafter called "The Owner") of the one part and the _____, having its Head office at _____hereinafter called "**The Insurer**" (which expression shall unless excluded by or repugnant to the context includes its successors and assigns) of the other part.

Whereas ……[name of the Bidder] (hereinafter called "the Bidder"), having their/its Registered/Head office at _____, has submitted its bid against the TN _____ dated …… for the …… [name of Package].

AND WHEREAS as per the terms of the specification it was provided that the bidder should furnish a **Insurance Surety Bond** equivalent to _____% of the total Earnest money of Rs_____(Rupees_____) to protect the owner against the risk of bidder's conduct (to execute the contract documents and performance security etc.)

AND WHEREAS at the request of the bidder the Insurance Company has agreed to execute these presents.

NOW THIS INDENTURE WITNESS AND IT IS HEREBY AGREED AND DECLARED by the and between the parties hereto as follows:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

1. KNOW ALL PEOPLE by these present that We…… [name of Insurance Company] are bound unto…….. [name of Purchaser] in the sum of Rs.* _____ for which payment well and truly to be made to the said owner, the Insurance Company binds itself, its successors, assigns and his authorized representatives by these presents. Sealed with the Common Seal of the said Insurance Company this _____day of _____ 200_____

2. THE CONDITIONS of this obligation are:

    1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Form; or
    2. If the bidder refuses to accept the correction of error in his Bid; or
    3. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:

        (a) fails or refuses to execute the Contract agreement, if required; or

        (b) fails or refuses to furnish the performance security, in accordance with the General Conditions of Contract.

3. We undertake to pay to the owner up to the above amount upon receipt of its first written demand, without the owner having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three conditions, specifying the occurred condition or conditions.

4. The decision of the SUPERINTENDING ENGINEER (RDSS), JAIPUR VIDYUT VITRAN NIGAM LIMITED, JAIPUR shall be final whether breach has been committed on the right to demand the amount of guarantee from us, which has accrued to the Owner.

5. This **Surety Bond** shall not cease or determine, if the owner grants time or indulgence or vary the terms of the bid with the bidder without our consent or knowledge.

6. The **Surety Bond** herein contained shall not be affected by any change in the constitution of the bidder/Insurance Company.

7. We, _____(Name of Insurance Company) further undertake not to evoke this **Surety Bond** during its currency except with the previous consent of the SUPERINTENDING ENGINEER (RDSS), JAIPUR VIDYUT VITRAN NIGAM LIMITED, JAIPUR.

8. All disputes arising under the said **Surety Bond** between the Insurance Company and the Nigam or between the bidder and the Nigam pertaining to the **Surety Bond** shall be subject to the jurisdiction of Courts in Jaipur, Rajasthan alone.

9. This **Surety Bond** will remain in force up to and including ---------- after the date of the opening of bids, i.e. upto _____, with a further additional validity period of 120 days i.e upto---------- and any demand in respect thereof should reach the _____ (mention the branch of the Insurance Company

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

situated in Jaipur at which the claim is payable) Insurance Company not later than the above date.

For and on behalf of the Insurance Company:-

Witness:-

1. 2.

(Name, Designation, Signature with full name & address of the Insurance Company, telephone no. & e-mail id)

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT/BID SECURITY

1. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duty signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid under the seal of the Insurance Company.
2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear on stamp paper. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.
3. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
4. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued and Insurance Surety for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Jaipur Vidyut Vitran Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Annexure-A
FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE
(To be execute on Non-Judicial Stamp paper of appropriate value)
(Insurance Surety Bond No…..……)

Date……....

The Superintending Engineer (RDSS),
Jaipur Vidhyut Vitran Nigam Limited,
Old Power House Premises, Near Ram Mandir,
Jaipur-302006

Amount--------
Validity---------

Dear Sir,

1. In consideration of the Jaipur Vidyut Vitran Nigam Limited (hereinafter referred to "Owner" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the one part having awarded to M/S ……..…… *[Contractor's Name]* 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), of the other part, a Contract by issue of Owner's work order/ Letter of Acceptance No. …… dated…….and the same having been acknowledged by the Contractor, for Rs. …… [Contract sum in figures and words] for …… *[Name of the work]* and the Contractor having agreed to provide a Surety Bond for the faithful performance of the entire Contract equivalent to Rs. ……. (……. % of the total contract value of Rupees_____) by way of security for execution of work as per the said contract, so as to make it meet the surety/guarantee and requirements of the contract.

2. We ……..*[Name & Address of the Insurance Company]* having its Head Office at …… (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee/provide surety and undertake to pay The Superintending Engineer (RDSS), Jaipur Vidyut Vitran Nigam Limited, Jaipur on demand any and all monies/amounts/sums payable by the Contractor to the extent of Rs..... as aforesaid at any time up to …… (Validity of Bond) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by The Superintending Engineer (RDSS), Jaipur Vidhyut Vitran Nigam Limited, Jaipur on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Nigam and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee/surety bond during its currency without previous consent of The Superintending Engineer (RDSS), Jaipur Vidhyut Vitran Nigam Limited, Jaipur and further agrees that the Surety Bond herein contained shall continue to be enforceable till all the obligations to the Jaipur Vidyut Vitran Nigam Limited under or by force of the contract have been fully and properly discharged by the said contractor, subject however, to the conditions that the Jaipur Vidyut Vitran Nigam Limited will have no right under this Surety Bond after 60 days

beyond the date of completion of all contractual obligations, provided further that if any claim arises by virtue of this Surety Bond before the aforesaid date, the same shall be enforceable against the insurance company notwithstanding the fact that the same is enforced after the aforesaid date.

3. The *Insurance Company* hereby provides surety/guarantees to The Superintending Engineer (RDSS), Jaipur Vidyut Vitran Nigam Limited, the fulfillment by the contractor of the various obligations imposed on him under the aforesaid contract including the obligations of the contractor to timely supply materials of the good quality, design, workmanship and execution of work and the *Insurance Company* further provides surety/guarantees to the Jaipur Vidyut Vitran Nigam Limited that the contractor shall substitute and supply any material & execute the work free of cost that may be required due to defects arising from faulty material, design, workmanship and execution of work and the *Insurance Company* undertakes to indemnify and keep The Superintending Engineer (RDSS), Jaipur Vidyut Vitran Nigam Limited indemnified to the extent of Rs……..(Rupees……) against any loss or damage that may be caused to or suffered by the Jaipur Vidhyut Vitran Nigam Limited by reason of any failure by the contractor to timely supply materials of good quality, design, workmanship and execution of the work as aforesaid and further undertake to pay to The Superintending Engineer (RDSS), Jaipur Vidyut Vitran Nigam Limited, Jaipur on demand a sum not exceeding Rs…….. (Rupees……) in the event of the contractor failing or neglecting to perform and discharge the aforesaid duties and obligations on their part to be observed and performed under the said contract.

4. The decision of The Superintending Engineer (RDSS), Jaipur Vidyut Vitran Nigam Limited, Jaipur as to whether the contractor has failed or neglected to perform or discharge his duties and obligations as aforesaid and as to the amount payable to The Superintending Engineer (RDSS), Jaipur Vidyut Vitran Nigam Limited, Jaipur by the Insurance Company herein shall be final and binding on the *Insurance Company*.

5. The Jaipur Vidyut Vitran Nigam Limited (JVVNL) shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this Surety Bond from time to time to extend the time for performance of the obligations under the said Contract by the Contractor for the purpose of which, the surety shall be liable to extend the validity of the present insurance surety bond without and demur, condition, protest and the surety shall at no point in time have an option of revoking the same. The JVVNL shall have the fullest liberty, without affecting this surety bond/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 forbear to enforce any covenants, contained or implied, in the Contract between the JVVNL and the Contractor or any other course or remedy or security available to the JVVNL. The Insurance company shall not be released of its obligations under these presents by any exercise by the JVVNL 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 JVVNL or any other indulgence shown by the JVVNL or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

6. The surety bond herein contained shall not be affected by any change in the constitution of the contractor or the *Insurance Company*.

7. The Superintending Engineer (RDSS) includes any other officer exercising the powers of Superintending Engineer (RDSS), Jaipur Vidyut Vitran Nigam Limited, Jaipur.

8. All disputes arising under the said surety bond, between the Insurance company and the Nigam or between the contractor and the Nigam pertaining to this surety bond, shall be subject to the jurisdiction of Courts, only at Jaipur in Rajasthan alone.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

9. Notwithstanding anything contained herein before, the *Insurance Company* liability under this surety bond is restricted to Rs. _____ (Rupees _____) and the surety bond shall remain in force up to _____ (Validity of Bond). Unless demand or claim in writing is presented on the _____ (mention the branch of the Insurance company situated in Jaipur at which the claim is payable) on or before……. (Validity of Bond), the *Insurance Company* shall be released and discharged from all liabilities thereunder. However the validity of the surety bond shall be extended as and when required by the Jaipur Vidhyut Vitran Nigam Limited.

10. **The Surety declares that this Insurance Surety Bond is issued by the (name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and** also agrees that the JVVNL at its option shall be entitled to enforce this surety bond against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the JVVNL may have in relation to the Contractor's liabilities.

    (i) Our liability under this Insurance Surety Bond shall not exceed Rs. ……..(*Rupees……).
    (ii) This Insurance Surety Bond shall be valid up to …….(Validity date).
    (iii) We are liable to pay the bond amount/guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before ……..(Validity date) at……..(mention the branch of the Insurance company situated in Jaipur at which the claim is payable)

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

WITNESS	**Signed for and on behalf of the Insurance Company**
……	……..
(Signature)	(Signature)
……...	
……	
(Name)	(Name)

Notes:-

- (*) This sum shall be----------—of the Contract Price.
- Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear on stamp paper. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

- The insurer should be registered with the Insurance Regulatory and Development Authority of India (IRDA) for transacting the business of issuing Insurance Surety Bonds.

The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Karnataka Industrial Areas Development Board

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form of Insurance Surety Bond towards EMD

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

Insurance Surety Bond No.:

Date:

To,
The Chief Executive Officer & Executive Member
KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD
#49, East Wing, 4th 5th Floor, Khanija Bhavan Race Course Road
Bengaluru-560 001

Dear Sir's,
In accordance with Invitation for Bids under your Bid Document No. ……..(Tender Reference No.), M/s …….(Contractor's Name) having its Registered/ Head Office at …….(address) (hereinafter called the Contractor') wish to participate in the said bid for ……..(Tender Title).

As an irrevocable Insurance Surety Bond against Bid Security for an amount of …..(*) .....valid for days (**) from ……(**) required to be submitted by the Contractor as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the……..(Name of the Insurer) having our Head Office at ……..(address of the Insurer) guarantee and undertake to pay immediately on demand by Karnataka Industrial Areas Development Board, (herein after called the 'Owner') the amount of……..(*)…… without any reservation, protest, demand and recourse. Any such demand made by the 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Contractor and/or any right/remedy available to the Contractor in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto .....(@) If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s……. {Contractor 's Name} on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorized officer has set its hand and stamp on this…….day of 20..... at…….

……..
(Signature)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

……..
(Name)
…….
(Designation with Insurer Stamp)

Authorized via Power of Attorney PoA No. …….

Date……

NOTE:

1. (*)The amount shall be as specified in the SPC.

(**)This shall be the last date of bid submission deadline.

(@)This date shall be Forty Five (45) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time

3. The Owner shall be the Creditor, the Contractor 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 should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher The Staryp Paper/e- stamp paper shall be purchased in the name of Contractor/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Contractors are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Contractors are required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Security - Karnataka Industrial Areas Development Board (Engineering Procurement and Construction)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for SECURITY DEPOSIT (PERFORMANCE SECURITY).

To,
CEO & EM, **Karnataka Industrial Areas Development Board (KIADB)**
49, East Wing , 4th& 5th Floor, Khanija Bhavan, Race Course Road,
Bengaluru – 560 001

WHEREAS ……..(name of contractor)…….and having its registered office at ……(address)……(hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No…… Dated……. for construction of the ……(name of contract)…….. (hereinafter called the "Contract").

AND WHEREAS the Contract requires the Contractor to furnish a Security Deposit for due and faithful performance of its obligations, under and in accordance with the Contract, during the (Construction Period/ Defects Liability Period) in a sum of Rs …… (Rupees ……..only) (the "Surety Bond amount"[1]).

AND WHEREAS we, …… through our branch at …….. (the "Surety Insurer") have agreed to furnish this Surety Bond by way of security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer herby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the [Construction Period/ Defects Liability Period under and in accordance with the Contract, and agrees and undertakes to pay to **CEO & EM**, **Karnataka Industrial Areas Development Board (KIADB) Bengaluru**, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank **of Chief Engineer-1,** that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Surety Bond shall cease to be in force and effect on …….. from date of this bond, Unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

12. We are liable to pay the guaranteed amount or any part thereof under this insurance surety Bond only and only if Employer serve upon Insurance company a written claim or demand on or before …….

13. This surety Bond shall also be operatable at our branch at …….., from whom, confirmation regarding the issue of this surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Security - Karnataka Power Transmission Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

ANNEXURE – IIB

Form of Insurance Surety Bond towards EMD

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

Insurance Surety Bond No.: .....

Date: .....

To

_____

_____

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. ……., M/s …….. having its Registered at …… (hereinafter called the 'Contractor') wish to participate in the said bid for ……..

As an irrevocable Insurance Surety Bond against Bid Security for an amount of Rs…… (*) …… Rupees only valid for XX days from …… (**) required to be submitted by the Contractor as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the ……. having our Head Office at …….***{address of the Insurer}*** guarantee and undertake to pay immediately on demand by **Karnataka Power Transmission Corporation Limited**, (hereinafter called the **'Owner'**) the amount of Rs. …….. (*) …… Rupees only without any reservation, protest, demand and recourse. Any such demand made by the 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Contractor and/or any right/remedy available to the Contractor in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto …… (@). If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

exceeding one year) on receiving instructions from M/s …….. on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorized officer has set its hand and stamp on this ..... day of ..... 20..... at .....

.....
.....(Signature)

.....
.....(Name)

.....
.....(Designation with Insurer Stamp)

Authorized Vide Power of Attorney PoA No.....

Date.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Karnataka Renewable Energy Development Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form of Insurance Surety Bond towards Performance Security

Insurance Surety Bond No:

Date:

To,

Karnataka Renewable Energy Development Limited

_____

_____

Dear Sirs,

In consideration of the …….. having registered office at …….. (hereinafter referred to as 'selected Battery Energy Storage System Developer') submitting the response to RfS inter alia for …… of the capacity of……., at ……..., in response to the RfS dated…… issued by Karnataka Renewable Energy Development Limited (hereinafter referred to as KREDL) and KREDL considering such response to the RfS of ……(which expression shall unless repugnant to the context or meaning there of include its executers, administrators, successors and assignees) and selecting the Project of the Battery Energy Storage System Developer (BESSD) and issuing Letter of Award No. …….. Dated…… to ……as per terms of RfS and the same having been unequivocally accepted by the selected BESSD resulting in a Battery Energy Storage Purchase Agreement (BESPA) to be entered into, for procurement of capacity from a Project Company, M/s …… and BESSD having agreed to provide Contract Performance Security for the faithful Performance of the entire Contract equivalent to Rs……../Project (Rupees…….Only/Project) i.e Rs…….. (Rupees …… only) for project capacity of ……..MW, prior to signing of BESPA inline with clause no…… of the RfS and its amendments.

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 Owner, on demand any and all amount payable by the Contractor to the extent of Rs. …… (Rupees …… only) as aforesaid at any time upto…….without any condition, demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Owner on the Insurer 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 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 Owner and further agrees that the guarantee herein contained shall be enforceable till the Owner discharges this guarantee.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

The Owner 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 performance of the Contract by the Contractor 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 Owner 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 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 or remedy or security available to the Owner. The Insurer shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the 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, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Owner at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, 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 hereinabove our liability under this Insurance Surety Bond is restricted to Rs. …….. (Rupees ……only) and it shall remain inforce 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. ……..on whose behalf this Insurance Surety Bond has been given.

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

……

(Signature)

……..

(Name)

……

(Designation with Insurer Stamp)

Authorised Vide Power of Attorney

Date.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

WITNESS:

1) .....

(Signature)

(Name)

(Official Address)

2) .....

(Signature)

(Name)

(Official Address)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Notes:

The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI)

The Owner shall be the Creditor, the Contractor 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.

The Insurance Surety Bond should be on Non-Judicial stamp paper/ e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Contractor Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Konkan LNG Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT F-2B

PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To, M/s KONKAN LNG LIMITED _____	Insurance Surety Bond No.	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

In accordance with Tender Document under your reference No _____ M/s. _____ having their Registered / Head Office at _____ (hereinafter called the
Tenderer/Bidder), wish to participate in the said tender for
_____
As an irrevocable Insurance Surety Bond against Earnest Money Deposit for the amount of _____ is required to be submitted by the Bidder as a condition precedent for participation in the said Tender Document which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____ [Name & address of the Insurer] at _____having our Head Office
_____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by Konkan LNG Ltd., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by Konkan LNG Ltd., shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Insurance Surety Bond shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. _____ on whose behalf this Insurance Surety Bond is issued.

Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) ……. (currency in words only) …….

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

b) This Insurance Surety Bond shall remain in force upto _____ (this expiry date should be two months beyond the validity of bid) and any extension(s) thereof; and

c) The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of …….. (indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of Konkan LNG Ltd. under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the Insurer, through its authorized officer, has set its hand and stamp on this _____day of _____ 20__ at _____.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name …….

Designation ……..

WITNESS:

(SIGNATURE) (SIGNATURE)

(NAME) (NAME)

Designation with Insurer Stamp

E-Mail ID:

Telephone/Mobile No. :

(OFFICIAL ADDRESS) Attorney as per

Power of Attorney No. _____

Date: _____

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ EARNEST MONEY" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

d) The expiry date should be arrived at in accordance with "ITB: Clause-xx".

e) The Insurance Surety Bond by bidders will be given from Insurer as specified in "ITB: Clause-xx".

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Bidder must indicate the full postal address of the Insurer along with the Insurer's E-mail / Fax /
Phone from where the Insurance Surety Bond has been issued at sl.no.2 of Form F-5.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Konkan LNG Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s KONKAN LNG LIMITED _____	Insurance Surety Bond No.	
	Date of Insurance Surety Bond	
	Insurance Surety Bond Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____
having registered office at _____ (herein after called the "Contractor/Supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____dated_____ for Konkan LNG Limited having registered office at 16, Bhikaiji Cama Place, R.K. Puram, New Delhi (herein after called the "KLL" which expression shall wherever the context so require include its successors and assignees).
The Contract conditions provide that the CONTRACTOR/SUPPLIER shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Insurance Surety Bond executed by Insurer, undertaking full responsibility to indemnify Konkan LNG Limited, in case of default.

The said M/s._____ (herein after called the "insurer" which expression shall wherever the context so require include its successors and assignees) has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee in form of Insurance Surety Bond to KLL that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to Konkan LNG Limited we shall on first demand, pay without demur, contest, protest and/ or without any recourse to the contractor to KLL in such manner as KLL may direct, the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this Insurance Surety Bond, to postpone for any time or from time to time the exercise of any of the

powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s._____ and such postponement forbearance would not have the effect of releasing the insurer from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you to the Insurer shall be conclusive and binding. The Insurer shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the insurer.
4. The Insurance Surety Bond herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency without your previous consent and further agrees that the Insurance Surety Bond shall continue to be enforceable until it is discharged by KLL in writing. However, if for any reason, the Contractor/Supplier is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the insurer hereby agrees to further extend this Insurance Surety Bond at the instance of the Contractor/Supplier till such time as may be determined by KLL. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this Insurance Surety Bond is issued.
6. Insurer also agrees that KLL at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer (as principal debtor) in the first instant, without proceeding against the Contractor/Supplier and notwithstanding any security or other guarantee that KLL may have in relation to the Contractor/Supplier's liabilities.
7. The amount under the Insurance Surety Bond is payable forthwith without any delay by Insurer upon the written demand raised by KLL. Any dispute arising out of or in relation to the said Insurance Surety Bond shall be subject to the exclusive jurisdiction of courts at New Delhi.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor/Supplier up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor/Supplier to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid,

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this Insurance Surety Bond in your favor under our Memorandum and Articles of Association, and the undersigned has full power to sign and execute documents under the Power of Attorney, dated _____ granted to him by the Insurer.
10. Notwithstanding anything contained herein:

    a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .

    b) This Insurance Surety Bond shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

11. The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of ……..(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of KLL under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name …….....

Designation ……

Yours faithfully,

.....

Insurer by its Constituted Attorney

Signature of a person duly authorized to sign on behalf of the Insurer.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Konkan Railway Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(Bid Security)

Insurance Surety Bond

(On non-judicial stamp paper, which should be in the name of the Insurance Company)

Name of the Surety Insurer: ----------

President of India,
Acting through ..... Railway,
Beneficiary: .... Railway

Date: .....

Insurance Surety Bond No.: Date: ---------

In consideration of the President of India acting through----- (Designation & address of Contract Signing Authority), ... Railway, ..., ... (hereinafter called "The Railway") having invited the bid for .....through Notice inviting tender (NIT) No ....., We have been informed that . . . .{Insert name of the Bidder]..... (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid")

WHEREAS, the Bidder is required to furnish Bid Security for the sum of Rs ..... (..... Only) in the form of Insurance Surety Bond, according to conditions of Bid.

AND

WHEREAS, ...[Insert Name of the Surety Insurer], with its Branch .....[Insert Address] having its Headquarters office at..... [Insert Address], hereinafter called the Surety Insurer, acting through .....[Insert Name and Designation of the authorised persons of the Surety Insurer], have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

KNOW ALL MEN that by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Surety Insurer], being fully authorized to sign and incur obligations for and on behalf of the Surety Insurer, confirm that the Surety Insurer, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of Rs..... (..... Only) as above stated.

The Surety Insurer undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety Insurer shall be final, conclusive

and binding, absolute and unequivocal on the Surety Insurer notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Surety Insurer.

The Surety Insurer shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.

The guarantee hereinbefore shall not be affected by any change in the constitution of the Surety Insurer or in the constitution of the Bidder.

The Surety Insurer agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Surety Insurer from the liability under this guarantee; and the Surety Insurer, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

This guarantee will remain valid and effective from.....[insert date of issue] till …… Any demand in respect of this Insurance Surety Bond should reach the Surety Insurer within the validity period of Bid Security.

The Insurance Surety Bond is unconditional and irrevocable.

The expressions Surety Insurer and Railway herein before used shall include their respective successors and assigns.

The Surety Insurer hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This Insurance Surety Bond is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

The Insurance Surety Bond shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Surety Insurer, under this Surety, shall be deemed as Principal Debtor of the Railway.

Date .....

Place .....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Insurer's Seal and authorized signature(s)

[Name in Block letters] .....
[Designation No.].....with Code [P/Attorney] No.

Surety Insurer's Seal
[Pf Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Konkan Railway Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Appendix-14

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,
Acting through **Konkan Railway Corporation Limited**
Railway.

Surety Bond No: .....
Issue Date. .....
Amount of Bond: **Rs ..... (Rupees ..... Only)**
Expiry Date: .....

WHEREAS, In consideration of the President of India acting through **……. Konkan Railway Corporation Limited, ……..** (Designation & address of contract signing authority), Railway, (hereinafter called "The Railway") having accepted the bid of**……** with its Registered Office at **……** (hereinafter called the contractor) for the work of **……** under invitation for bids No …….. Date: ……., Vide Letter of Acceptance No **…… Dated ……..**

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of **Rs …… (Rupees …… Only),** in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

WHEREAS, Date: we, ---------- (Name of insurance company) hereinafter called the Surety, acting through [Designation(s) of the authorized person of the Surety], have, at the request of the …….. contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. **KNOW ALL MEN** by these present that I/We, the undersigned……. [Insert name(s) of authorized representatives of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of **Rs …… (Rupees …… Only),** as above stated.

2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.

4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.

5. The Surety Bond shall be unconditional and irrevocable.

6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.

7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.

8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on **……..** demands for payment under the Bond must be received by us on or before that date.

9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.

10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.

11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.

12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.

13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.

14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Notwithstanding anything to the contrary contained in these presents,

a. Our liability under this Surety Bond shall not exceed **Rs …… (Rupees …….. Only),**

b. This Surety Bond shall be valid up to **……** .

c. Unless the Surety is served a written claim or demand on or before **……** [date of expiry] all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the ……day of ……. 20…..

15. The Insurance Surety Bond shall be verified by sending mail to …….

Place.

Surety's Seal and authorized signature(s)
[Name in Block letters] .....
[Designation with Code No.] .....
[P/Attorney] No.

Witness

1.

2.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Land Port Authority of India

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

To	I.S.B. No :
Land Ports Authority of India	I.S.B. Date :
Ministry of Home Affairs, Dept. of Border Management, 1st	I.S.B. Amount : Rs.
Floor, Lok Nayak Bhawan, New Delhi – 110 003.	I.S.B. Valid Upto :

1. Whereas the **LAND PORTS AUTHORITY OF INDIA**, Ministry of Home Affairs, Dept. of Border Management, 1st Floor, Lok Nayak Bhawan, New Delhi – 110 003 on behalf of the Chairman, Land Ports Authority of India has entered into an Agreement bearing LOA number ..... with M/s ……., (hereinafter called "the Contractor") for execution of work ……. The Government has further agreed to accept an irrevocable Performance Guarantee for Rs. …… (Rupees …… only) valid up to …… as Performance Guarantee Withheld from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, ……. (name of the Insurance co.) (herein after referred to as "the Insurer"), hereby undertake to pay to the Government an amount not exceeding Rs. ..... (Rupees ……only) on demand by the Government within XX days of the demand.

3. We, …… (name of the Insurance co.), do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Insurer shall be conclusive as regards the amount due and payable by the Insurer under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ……. (Rupees ……. only).

4. We, …… (name of the Insurance co.), further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending On Non-Judicial stamp paper of minimum Rs…… before any Court or Tribunal, our liability under this Guarantee being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.

5. We, …… (name of the Insurance co.), further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our

liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We, …… (name of the Insurance co.), further agree that the Government at its option shall be entitled to enforce this Guarantee against the Insurer as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.

7. This guarantee will not be discharged due to the change in the constitution of the Insurer or the Contractor.

8. We, …… (name of the Insurance co.), undertake not to revoke this guarantee except with the consent of the Government in writing.

9. This Guarantee shall be valid up to …… unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. …… (Rupees …… only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this Performance guarantee, all our liabilities under this guarantee shall stand discharged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date .....

Witnesses:

1. Signature ..... Authorized signatory

   Name and address Name

   Designation

   Staff code no.

2. Signature ..... Insurance Co seal
   Name and address

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Maharashtra Energy Development Agency

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND TOWARDS EMD

Insurance Surety Bond No.: Date:

To,

_____,
Maharashtra Energy Development Agency (MEDA),
_____
_____

Dear Sir,

In accordance with your RfS No. _____ dated _____, **M/s**_____ having its Registered/Head Office at _____ (hereinafter referred to as 'Bidder') wish to participate in the said bid for _____.

As an irrevocable Insurance Surety Bond against Bid Security for an amount of **INR_____ (Indian Rupees _____ Only)** valid for _____ required to be submitted by the bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the RfS Documents.

We, the _____ guarantee and undertake to pay immediately on demand by Maharashtra Energy Development Agency (hereinafter referred to as 'MEDA') the amount of **INR _____ (Indian Rupees _____ Only)** without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by MEDA shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unequivocal, unconditional as well as irrevocable and shall remain valid up to _____. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from **M/s** _____ on whose behalf this Insurance Surety Bond is issued.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

The Insurer hereby agrees and acknowledges that the MEDA shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by MEDA, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to MEDA.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by **M/s**_____ and/ or any other person. The Insurer shall not require MEDA to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against MEDA in respect of any payment made hereunder.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

This Insurance Surety Bond shall be a primary obligation of the Insurer and accordingly MEDA shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by MEDA or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this ..... day of **_____, 20___** at _____.

.....
(Signature)
.....
(Name)
.....
(Designation with Insurer Stamp)

Power of Attorney

No.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Date.....

Email id of the Branch for confirmation of this Bond: …….

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Maharashtra Housing and Area Development Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY BOND IN LIEU OF

(1) INITIAL SECURITY DEPOSIT
(2) PERFORMANCE SECURITY DEPOSIT &
(3) ADDITIONAL PERFORMANCE SECURITY DEPOSIT

We, ……., (Hereinafter called "the Surety") having our office at ……do hereby undertake to indemnify Maharashtra Housing And Area Development Authority, Mumbai and pay to the Executive Engineer, Maharashtra Housing And Area Development Authority, Mumbai (herein after called "the Executive Engineer, MHADA") in following manner:

To pay on demand at once to the said Executive Engineer, MHADA and on behalf of M**/S** ……., (herein after called the "Developer") a sum of ……., way of making good the loss or damage caused would be caused to, or suffered by Maharashtra Housing and Area Development Authority, Mumbai. By reasons of any breach by the said Developer of any of the terms & conditions contained in the Development Agreement bearing ……., for any time during the performance by the said Developer concerning the Development work and /or in the event of any loss or damages arising out of the said Development work and / or failure of the Developer to carry out the said work at any time per conditions of the Development Agreement impacting the overall performance by the Developer to the entire satisfaction of the Executive Engineer, whose decision shall be final and legally binding and this arrangement shall not be considered as a variation of the Development Agreement or debar the Executive Engineer in enforcing his other rights or remedies under the Development Agreement.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Maharashtra Housing And Area Development Authority , Mumbai shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said Development Agreement, to extend the time of performance by the said Developer from time to time or to postpone for a time any of the powers exercisable by the Maharashtra Housing And Area Development Authority, Mumbai against the said Developer and to forebear or enforce any of the terms and conditions relating to the said Development Agreement and we shall not be relieved from our liability by reasons of any such variation(s) or extension(s) being granted to the said Developer or for any such matter or things whatsoever which under the law relating to sureties would not for this provision have effect or so relieving us.

We are submitting a surety bond of Rs…… dated ……..for a period of one year, and we hereby undertake to renew the said surety bond annually up to…….

We lastly undertake not to revoke this Surety Bond during it currency except with previous consent of Maharashtra Housing and Area Development Authority, Mumbai in writing.

Dated ……, on this …… day of …… 202

Signature and address of the Surety

Signature of Developer

Executive Engineer,
Maharashtra Housing and Area Development
Authority, Mumbai

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Maharashtra Industrial Township Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE
(To be execute on Non-Judicial Stamp paper of appropriate value)

(Insurance Surety Bond No……)
Date.....
To
……. (name of the authority)
…….. [address of Authority]

WHEREAS ……..……[name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of letter of Acceptance (LOA) No……Dated……. for construction of …… [name of the Project] (hereinafter called the "contract").

AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Construction Period/ Defects liability Period and Operation and Maintenance Period) in a sum of Rs ….(Rupees…… crore) (the "Surety Bond amount").

AND WHEREAS we, ... through our …… branch at…… (the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer herby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the Construction Period/ Defects liability Period and Operation & Maintenance Period' under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, Such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for Its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an Officer of Maharashtra Industrial Township Limited, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority Shall be the sole Judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity for the Authority to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Surety Bond shall cease to be in force and effect on…… Unless a demand or claim under this Surety Bond is made in writing with the Surety Insurance Branch in Mumbai as state above within further one year from the date of expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

10. Any notice by way of request, demand or otherwise hereunder may be sent by post or submitted personally addressed to the Surety Insurer at its above referred branch or by email to the official email id of the …….. branch or authorised official of the Surety Insurer, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered In due course of post and in proving such notice, When given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. The Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified In paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

Signed and sealed this..... Day of ....., 25 .....at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Insurance Company by:
(Signature)
(Name)
(Designation)
(Code Number)
(Address)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Maharashtra State Electricity Distribution Company Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

APPENDIX – IV

Insurance Surety Bond for Bid Security

Insurance Surety Bond No.

Date:

To
Maharashtra State Electricity Distribution Co. Ltd.
_____

_____

Dear Sir,

In accordance with your RFP No. _____ dated _____, M/s _____ having its Registered/Head Office at _____ (hereinafter referred to as 'bidder') wish to participate in the said bid for _____.

As an irrevocable Insurance Surety Bond against Bid Security for an amount of INR _____ (Indian Rupees _____ only) valid for _____ of this RFP required to be submitted by the bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the RFP Documents.

We, the …… [Insert name of the 'Insurer'] having our Head Office at ……..[Insert address of the Insurer] guarantee and undertake to pay immediately on demand by MSEDCL Limited (hereinafter referred to as 'Procurer') the amount of INR _____ (Indian Rupees _____ only) without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by Procurer shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unequivocal, unconditional as well as irrevocable and shall remain valid upto _____. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from M/s _____ on whose behalf this Insurance Surety Bond is issued.

The Insurer hereby agrees and acknowledges that the Procurer shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by Procurer, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to Procurer. The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by M/s _____ and/ or any other person. The Insurer shall not require Procurer to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against Procurer in respect of any payment made hereunder.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

This Insurance Surety Bond shall be a primary obligation of the Insurer and accordingly Procurer shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by Procurers or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this ..... day of ..... 20..... at .....

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Power of Attorney No.....

Date.....

Email id of the Branch for confirmation of this Bond: …….

NOTE:

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

2. Procurer shall be the Creditor, the bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of bidder/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Mangalore Electricity Supply Company Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form of Insurance Surety Bond towards Performance Security
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No:
Date:

To
……..,
MESCOM,
……

Dear Sirs,

In consideration of the ……., 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 there of, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Intent No: …….. and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No: …….. valued at Rs. …….. (Rupees …….. Only) for …….. and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract equivalent to XX% (…….. Percent) of the contract Value as per Clause 40.0 of Section-II, Instruction of Bidders of Bid Document.

We, the …… having our Registered Office at …… and one of its branches 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 Owner, on demand any and all amount payable by the Contractor to the extent of Rs. …… (Rupees …….. Only) for …… portion as aforesaid at any time upto …….. without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Owner on the Insurer 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 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 Owner and further agrees that the guarantee herein contained shall be enforceable till the Owner discharges this guarantee.

The Owner 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 performance of the Contract by the Contractor 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 Owner 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 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 or remedy or security available to the Owner. The Insurer shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the 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, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Owner at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, 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 hereinabove our liability under this Insurance Surety Bond is restricted to Rs. …….. (Rupees …….. Only) and it shall remain inforce 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. ……., on whose behalf this Insurance Surety Bond has been given.

Dated this ……. day of ……. 20……
at……

WITNESS :

a. ……

……

(Signature) (Signature)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

.....

.....
.....

(Name)

.....

(Name)

.....
.....

(Official Address)
Insurer Stamp) Authorised Vide
No.....

(Designation with
Power of Attorney

Date.....
.....

b. .....

(Signature)

.....

(Name)

.....

(Official Address)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Mazgaon Dock Shipbuilders Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

APPENDIX - 1

PROFORMA OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND FOR BID BOND / EMI)

(On Non-Judicial stamp paper of value Rs. 500/-. However, the value of stamp paper to be confirmed from Legal Department, MDL.)

Ref. No. .....

Insurance Surety Bond No. .....
Dated:.....

1. IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMTED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having agreed to accept the Earnest Money Deposit (EMD) of Rs……(Rupees……..only) in the form of an unconditional and irrevocable Insurance Surety Bond OSB) from Messers .....a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the tenderer" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) for participating in the Tender no..... dated..... (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., We,……..Surety Insurer having office at ……..(hereinafter referred to as "the Surety" which expression shall includes its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs……. (Rupees …….. only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non-performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

2. We……. the Surety further agree that the Company shall be sole judge whether the said tenderer has failed to perform or fulfil the said tender in terms thereof or committed breach of any terms and conditions of the tender the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company all the rights and defences to which we as sureties may be entitled to.

3. We……. the Surety further agree that the amount demanded by the Company as such shall be final and binding on the Surety as to the Surety's liability to pay and the amount demanded and the Surety undertake to pay the Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the tenderer or any suit or other legal proceedings including arbitration pending before any Court, tribunal or arbitrator relating thereto, our liability under this Bond being absolute and unconditional.

4. We……. the Surety further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender/or to extend

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

time of performance by the tenderer from time to time or to postpone for any time to time any of the powers exercisable by the Company against the tenderer and to forbear to enforce any of the terms and conditions relating to the tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the tenderer or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the tenderer or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We…….. the Surety further undertake not to revoke this Bond during its currency except with the previous consent of the Company in writing.

6. We……Surety also agree that the Surety's liability under this Bond shall not be affected by any change in the constitution of the tenderer or dissolution or winding up of the business of the tenderer.

7. Notwithstanding anything contained herein above:
   (i) Our liability under this Bond shall not exceed Rs…….
   (ii) This Surety Bond shall be valid upto and including……; and
   (iii) We are liable to pay the Bond amount or any part thereof under this Surety only and only if you serve upon us a written claim or demand on or before (validity + ---weeks from the date of expiry of this Bond).

8. This Bond shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Surety has executed this document on this……day of ……

For…….

(Signature of a person authorised to sign on behalf of "the Surety")

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Mazgaon Dock Shipbuilders Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

APPENDIX -2

PROFORMA OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(ILLUSTRATIVE FORMAT)
(On Non-Judicial stamp paper of value Rs.500/-, However, the value of stamp paper to be confirmed from Legal Department, MDL.)

I. IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMTED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers .....a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept an unconditional and irrevocable Insurance Surety Bond in lieu of Performance Security payable under the said order for the fulfilment and performance of the said order, We,…… Surety Insurer having office at……

(hereinafter referred to as "the Surety" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs…….. (Rupees.....,...only) being 5% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfilment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

2. We……..the Surety further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as surety may be entitled to.

3. We…….. the Surety further agree that the amount demanded by the Purchaser as such shall be final and binding on the Surety as to the Surety's liability to pay and the amount demanded and the Surety undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this Bond being absolute and unconditional.

4. We…… the Surety further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or co extend time of performance by the Supplier from time to time or to postpone for any time to time

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

any of the powers exercisable by the Purchaser against the Contractor/ Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We…… the Surety further undertake not to revoke this Bond during its currency except with the previous consent of the Purchaser in writing.

6. We,…….. the Surety also agree that the Surety's liability under this Bond shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution or winding up of the business of the contractor/ supplier.

7. Notwithstanding anything contained herein above:
   (i) Our liability under this Bond shall not exceed Rs.....
   (ii) This Surety Bond shall be valid upto and including…… and
   (iii) We are liable to pay the Bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before . . . . (validity + 4 weeks from the date of expiry of this Bond).

8. This Bond shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Surety has executed this document on this.....day of

.....

For ..... Surety

(by its constituted attorney)
(Signature of a person authorised to
sign on behalf of "the Surety")

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - MECON Ltd

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

PROFORMA OF PERFORMANCE BOND

(To be submitted on Non-Judicial Stamp Paper worth Rs. xxx purchased in the name of issuing Insurer)

No. ..... Date : .....

MECON Limited,

15th Floor, North Tower, SCOPE Minar

Laxmi nagar District Centre,

Delhi-110092

Dear Sir,

In consideration of your agreeing to accept the Security deposit cum performance Surety bond of Rs. …… (Rupees…… only) furnishable to you by M/s …….. (hereinafter referred to as Contractor) in terms of the Contract No.……dated……. For supply/ construction …… of ……. Required for …..… (hereinafter referred to as the 'Contract') in the form of a Performance surety bond in the manner hereinafter contained we Branch (Insurer Name) having registered office at ……., and local office at……. do hereby covenant and agree with you as follows.

1. Whereas under the terms of the said Contact, the contractor is required to furnish a SD cum Performance Bond for…..... (indicate the amount in Rs Only) valid upto ..... With a claim period upto..... towards the due fulfillment of the terms and conditions during the agreed time

   period or extension. Accordingly We..... (indicate the name of the Insurer) do hereby undertake to pay to MECON Ltd. an amount not exceeding ……..(indicate the amount in Rs./ Foreign Currency) on the failure of Contractor in performance or/and completion of their obligations as per the terms and conditions of the Contract Or breach or breaches on the part of the Contractor of any of the terms of the terms and conditions contained in the said Contract, we shall forthwith on demand and without any protest demur pay to you such sum or sums not exceeding in total the said sum of Rs…… (Rupees.....only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default or defaults on the part of the Contractor in case of failure to extend the validity of BG as desired by beneficiary MECON Ltd. from time to time.

2. We ……(Name of the Insurer), further undertake to extend the validity of this Performance Bond beyond the period prescribed in clause 1 or as extended from

time to time, for such further period as may be required in writing before the expiry of this Performance Bond and upon such extension(s), all terms and conditions of this shall remain in full force till the expiry of this extended period(s).

3. We, ……(Name of the Insurer) do hereby unreservedly, irrevocably undertake to pay the amounts due and payable under this Performance Bond without any demur, merely on demand from MECON Ltd. immediately on receipt of such demand. Any such demand made on the Insurer shall be conclusive as regards the amount due and payable by the Insurer under this Performance Bond, as to whether the contractor has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof will be binding on us and we shall not be entitled to ask you to establish your claim or
claims or damages or losses suffered by you but will pay the amount demanded by you under this Performance Bond forthwith on your demand without any protest or demur. However, our liability under this Performance Bond shall be restricted to an amount not exceeding……. (indicate the amount in Rs).

4. We undertake to pay to MECON Ltd. an amount not exceeding …….(indicate the amount in Rs) so demanded notwithstanding of any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this Performance Bond being absolute and unequivocal.

5. We ……(Name of the Insurer) further agree that the Performance Bond herein contained shall remain in full force and effect, during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of MECON Ltd. under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till MECON Ltd. certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Performance Bond.

6. We……(Name of the Insurer) further agree with Mecon Ltd that MECON Ltd. shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by MECON against the said contractor and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation extension being granted to the said Contractor or for any forbearance, act or omission on the part of MECON Ltd. or any indulgence by MECON Ltd. to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

7. We……..(Name of the Insurer) lastly undertake not to revoke this Performance Bond during its currency except with the previous consent of MECON Ltd. in writing and agree that any change in the constitution of the said contactor(s)/Supplier(s) or the said Insurer or by the winding up, dissolution, insolvency or death as the case may be of the contractor shall not discharge the Insurer of its liability under this deed.

8. In order to give full effect to the Performance Bond herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Performance Bond by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provision of this Performance Bond.

9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special courier/registered post/ speed post /email (…email id or Insurer…) / fax to us or our local address as aforesaid and if sent by special courier / registered post/ speed post, it shall be deemed to have given when the same has been posted.

10. This Performance Bond shall not be affected by change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
11. We have power to issue this Surety **Insurance** in your favour under the memorandum and articles of association of the Insurance Company and the undersigned has full power to execute this Surety under the power of attorney/**Board Resolution** granted to them by the Insurance Company.

12. Beneficiary may take confirmation for the details and genuineness of the BG from our local branch at Delhi at…… (Address).

13. We.....(Name of the Insurer) agree that any claim due and arising under this Performance Bond shall also be enforceable against our local branch.....(address of local branch .....at

    Delhi having E-mail id (.....@.....) and shall honour demand immediately on receipt of demand.

SIGNED AND DELIVERED

For and on behalf of above named Insurer

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

For and on behalf of (Insurer's Name)

Address .....

.....

OR

Annexure-I

INSURANCE SURETY BOND FOR PERFORMANCE SURETY

Surety Bond No. : _____
Bond Start Date: _____

To,
MECON Limited,
_____
_____
_____

Dear Sirs,

In consideration of the **MECON LIMITED** [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 _____**(name of the contracter)**____ with its Registered/Head Office at _____**,** (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include it successors administrators, executors and assigns), a Contract by issue of Mecon Ltd's Letter of Acceptance No. _____ **Dated** _____and the same having been Acknowledged by the Contractor, for **INR** _____**/- (Indian Rupees** _____**Only)** for **"**_____**(name of the project)**_____**"** and the Contractor having agreed to provide a Contract Performance Surety for the faithful performance of the entire Contract equivalent to **INR** _____ **(Indian Rupees** _____**Only)** of the said value of the aforesaid work under the Contract to the Mecon Ltd.

1. Whereas under the terms of the said Contract, the contractor is required to furnish a SD cum Performance Surety Bond for **INR** _____ **(Indian Rupees** _____ **Only) valid up to** _____. With a claim period up to _____towards the due fulfillment of the terms and conditions during the agreed time period or extension. Accordingly, We _____**Name of the Insurance Company**_____having our registered office at _____**(address)**_____(Hereinafter refer to as Surety insurer) do hereby undertake to pay to **Mecon Ltd** an amount not exceeding **INR** _____**(Indian Rupees** _____**Only)** on the failure of Contractor in performance or/ and completion of their obligations as per the terms and conditions of the Contract Or breach or breaches on the part of the Contractor of any of the terms of the terms and conditions contained in the said Contract, we shall forthwith on demand and without any protest or demur pay to you such sum or sums not exceeding in total the said sum of **INR** _____ **(Indian Rupees** _____ **Only)** as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default or defaults on the part of the Contractor as desired by beneficiary **Mecon Ltd** from time to time.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

2. We _____**(Name of the Insurance Company)**__, further undertake to extend the validity of this Surety Bond beyond the period prescribed in clause 1 or as extended from time to time, for such further period as may be required in writing before the expiry of this Surety Bond and upon such extension(s), all terms and conditions of this shall remain in full force till the expiry of this extended period(s).

3. We, _____**(name of the Insurance company)**_____do hereby unreservedly, irrevocably undertake to pay the amounts due and payable under this Surety without any demur, merely on demand from Mecon Ltd immediately on receipt of such demand. Any such demand made on the Insurance Company shall be conclusive as regards the amount due and payable by the Insurance Company under this Surety, as to whether the contractor has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims or damages or losses suffered by you but will pay the amount demanded by you under this Surety forthwith on your demand without any protest or demur. However, our liability under this Surety shall be restricted to an amount not exceeding **INR** _____**(Indian Rupees** _____**Only)**.

4. We undertake to pay to Mecon Ltd an amount not exceeding **INR** _____**(Indian Rupees** _____**Only)** so demanded notwithstanding of any dispute or disputes raised by the contractor(s)/ supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this Surety being absolute and unequivocal unless prohibited by law from doing so.

5. We _____**(Name of the Insurance Company)**____ further agree that the Surety herein contained shall remain in full force and effect, during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of Mecon Ltd under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till Mecon Ltd certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Surety.

6. We _____**(Name of the Insurance Company)**_____ further agree with Mecon Ltd that Mecon Ltd shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by Mecon against the said contractor and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation/ extension being granted to the said Contractor or for any forbearance, act or omission on the part of Mecon Ltd or any indulgence by Mecon Ltd to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. We _____**(Name of the Insurance Company)**_____lastly undertake not to revoke this Surety during its Currency except with the previous consent of Mecon Ltd in writing and agree that any change in the constitution of the said contactor(s)/ Supplier(s) or the said Insurance Company or by the winding up, dissolution, insolvency or death as the case maybe of the contractor shall not discharge the Insurance Company of its liability under this deed.

8. In order to give full effect to the Surety herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor as

aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provision of this Surety.

9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by registered post/ or email (_**email id**_____) to us or our local address as aforesaid and if sent by registered post, it shall be deemed to have given when the same has been posted. It may also be handed over to the insurance company by sending representative of MECON Limited in person.

10. This Surety shall not be affected by change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

11. We have power to issue this Surety in your favour under the memorandum and articles of association of the Insurance Company and the undersigned has full power to execute this Surety under the power of attorney/Board Resolution granted to them by the Insurance Company.

12. Beneficiary may take confirmation for the details and genuineness of the insurance surety bond from our local branch at _____(branch address)_____.

13. We _____**(Name of the Insurance Company)**_____agree that any claim due and arising under this Surety shall also be enforceable against our local branch _____ (address of local branch at ____ having E-mail id (email id) and shall honour demand immediately on receipt of demand.

The Surety declares that this Insurance Surety Bond is issued by _____(Name of the Insurance Company)_____as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Mecon Ltd at its option shall be entitled to enforce this Surety against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other Surety the Mecon Ltd may have in relation to the Contractor's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed **INR** _____ **(Indian Rupees** _____**Only)**

ii) This Insurance Surety Bond shall be valid up to _____

iii) We are liable to pay the Surety amount or any part thereof under this Insurance Surety Bond only and only if Mecon Ltd serve upon Insurance Company a written claim or demand on or before _____

Signed and sealed this _____ day of _____, 20____at _____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Military Engineer Services

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Performance Security (Insurance Surety Bonds)

1. In consideration of the President of India Acting Through …… (hereinafter called "The Government") having agreed to exempt …… having it's office at …… in the state of …… (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No**. …….** made between **…… and ……** for (hereinafter called "the said Agreement"), of Performance Security Bond for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Surety Bond for Rs. …….. (Rupees …….. Only), we, ……, a Insurance Company incorporated under the Laws of IRDA act 19…… and having Registered Office at …….. (hereinafter called to as 'the Surety Insurer) do hereby undertake to pay to the Government an amount not exceeding Rs. …… (Rupees …….. Only), against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.

2. We **……..**, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor's (s) failure to perform the said Agreement. Any such demand made on the Surety Insurer shall be conclusive as regards the amount due and payable by the Surety Insurer under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. …… (Rupees …….. Only).

3. We **……..**, further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the due of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till **……** certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made to us in writing on

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

or before the **……..** we shall be discharged from all liability under this guarantee thereafter.

4. We **……..**, further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor (s) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We **……..**, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

6 Notwithstanding what is stated herein above:

c) Our liability under this guarantee shall not exceed Rs. …… (Rupees …… Only).

c) This guarantee shall remain valid until **……..**; **and**

c) We are liable to pay the guaranteed amount or any part under this Insurance Surety Bond only, and only if you serve upon us a written demand or a claim in writing at **……..**, **address: ……..**on or before **……..** .

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Ministry of Power

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

ANNEXURE 14 A - FORMAT OF THE SURETY BOND FOR BID SECURITY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the .....[Insert name of the Bidder] submitting the Bid inter alia for establishing the Inter-State transmission system for _____ [Name of Project] on build, own, operate and transfer basis, in response to the RFP dated _____ issued by _____[Name of BPC], and the Bid Process Coordinator (hereinafter referred to as BPC) agreeing to consider such Bid of ..... [Insert the name of the Bidder] as per the terms of the RFP, the [Insert name of Surety Insurer issuing the surety bond and address of Head Office] (hereinafter referred to as "Surety Insurer") hereby agrees unequivocally, irrevocably and unconditionally to pay to _____[Name of BPC] or its authorized representative at _____[Address of BPC] forthwith on demand in writing from _____[Name of BPC] or any representative authorized by it in this behalf, any amount up to and not exceeding Rupees _____ Only (Rs _____ Crore) (the “Surety Bond”),on behalf of M/s.....[Insert name of the Bidder].

This surety bond shall be valid and binding on the Surety Insurer up to and including ..... [Date to be inserted on the basis of Clause 2.11 of this RFP] and shall not be terminable by notice or any change in the constitution of the Surety Insurer or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Surety Bond is restricted to Rupees _____ Only (Rs ____ Crore). The Surety Bond shall remain in force until ..... [Date to be inserted on the basis of Clause 2.11 of this RFP]. _____ [Name of BPC] or its authorized representative shall be entitled to invoke this Surety bond until ..... [Insert Date, which is one hundred eighty (180) days after the date in the preceding sentence]. The Surety Insurer hereby expressly agrees that it shall not require any proof except for the written demand from _____ [Name of BPC] or its authorized representative, made in any format, raised at the above mentioned address of the Surety Insurer, in order to make the said payment to _____ [Name of BPC] or its authorized representative.

The Surety Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Surety Insurer shall not require _____ [Name of BPC] or its authorized representative to justify the invocation of this surety bond, nor shall the Surety Insurer have any recourse against _____ [Name of BPC] or its authorized representative in respect of any payment made hereunder.

This Surety Bond shall be interpreted in accordance with the laws of India.

The Surety Insurer represents that this Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Surety Insurer in the manner provided herein.

This Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Surety Insurer.

This Surety Bond shall be a primary obligation of the Surety Insurer and accordingly _____[Name of BPC] or its authorized representative shall not be obliged before enforcing this

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by _____[Name of BPC] or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

Notwithstanding anything contained hereinabove, our liability under this surety bond is restricted to Rupees _____ Only (Rs ____ Crore) and it shall remain in force until …… [Date to be inserted on the basis of Clause 2.11 of RFP], with an additional claim period of one hundred eighty (180) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Surety Bond only if _____ [Name of BPC] or its authorized representative serves upon us a written claim or demand.

In witness where of:

Signature……

Name: ……

Power of attorney No/ Employee No. as applicable.: ……...

For:

…… [Insert Name of the Surety-Insurance Company]

Banker's Seal and Full Address, including mailing address of the Head Office Notes:

1. The Stamp Paper should be in the name of the Executing Insurance Company.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Ministry of Road Transport and Highways

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for Bid Security

(Refer Clause 2.20)

S.B. No. Dated:

1. In consideration of you, _____{Authority}_____ having its office at _____ (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____{Bidder}_____ and having its registered office at _____ (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for _____{Project Name}_____ (hereinafter referred to as "the Project") pursuant to the RFP Document dated _____ issued in respect of the Project and other related documents including without limitation the draft concession/contract agreement (hereinafter collectively referred to as "Bidding Documents"), we _____{Name of the Surety Insurer}_____ having our registered office at _____ and one of its branches at_____ (hereinafter referred to as the "Surety Insurer "), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of _____ (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.
3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in
the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding _____.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

4. This Surety Bond shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.
5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, Inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or email set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.
12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. _____. The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety insurer in accordance with paragraph 9 hereof, on or before _____ [*** (indicate date falling 180 days after the Bid Due Date)].
14. This Surety Bond shall also be operatable at our …….., branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and Delivered by ……..Company

By the hand of Mr./Ms.....its... and authorised official

(Signature of the Authorised Signatory)
(Official Seal)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Ministry of Road Transport and Highways

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF SURETY BOND
[Performance Security/Additional Performance Security]
(See Clauses 2.21)

To
_____{Authority}
_____

WHEREAS_____[name and address of
Contractor]_____ (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No. _____Dated_____ for _____{Project Name}_____ (hereinafter called the "Contract").

AND WHEREAS the Contract requires the Contractor to furnish an (Performance Security/Additional Performance Security) for due and faithful performance of its obligations, under and in accordance with the Contract, during the (Construction Period/ Defects Liability Period and Maintenance Period) in a sum of _____Rs. _____ (Rupees…… crore) (the "Surety Bond amount").

AND WHEREAS we,……..through our branch at ..... (the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer herby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the (Construction Period/ Defects Liability Period and Maintenance Period under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of __, in the -____ that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute

between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.
4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.
6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.
8. The Surety Bond shall cease to be in force and effect on _____Unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer & the Authority that the envelope was so posted shall be conclusive.
11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.
12. This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.
13. This Surety Bond shall also be operatable at our_____ branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
14. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and sealed this _____Day of_____2024 _____ at ____

_____

SIGNED, SEALED AND DELIVERED

For and on behalf of the bank by

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Mobilization Advance Bond – Ministry of Road Transport and Highways

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Ministry of road Transport & Highway

Form for Insurance Surety Bond for Advance Payment

……., (Authority)

WHEREAS:

(A) [Name and address of contractor] (hereinafter called the "Contractor") has executed an agreement (hereinafter called the "Agreement") with the [name and address of the authority], (hereinafter called the "Authority") for the construction of the section of [National Highway No. **] on Engineering, Procurement and Construction (the "EPC") basis, subject to and in accordance with the provisions of the Agreement

(B) In accordance with Clause 19.2 of the Agreement, the Authority shall make to the Contractor an interest bearing @Bank Rate + 3% advance payment (herein after called "Advance Payment") equal to 10% (ten per cent) of the Contract Price; and that the Advance Payment shall be made in two installments subject to the Contractor furnishing an irrevocable and unconditional Insurance Surety Bond by Insurance Company for an amount equivalent to 110% (one hundred and ten percent) of such installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/ second} installment of the Advance Payment is Rs. …….cr. (Rupees ……crore) and the amount of this Insurance Surety Bond is Rs. ……cr. (Rupees crore) (the "Guarantee Amount") $.

(C) We, …….through our branch at…(the "Insurance Company" have agreed to furnish this Insurance Surety Bond (hereinafter called the "Guarantee") for the Guarantee Amount.

NOW, THEREFORE, the Insurance Company hereby, unconditionally and irrevocably, guarantees and affirms as follows:

(1) The Insurance Company hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the authority, upon its mere first written demand, and without

any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

A letter from the Authority, under the hand of an officer not below the rank of [General Manager in the National Highways Authority of India], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the instalment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Insurance Company.

The Insurance Company further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Insurance Company, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

(2) In order to give effect to this Insurance Surety Bond, the Authority shall be entitled to act as if the Insurance Company were the principal debtor and any change in the constitution of the Contractor and/or the Insurance company, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Insurance Company under this Guarantee.

(3) It shall not be necessary, and the Insurance Company hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Insurance Company its demand under this Guarantee.

(4) The Authority shall have the liberty, without affecting in any manner the liability of the Insurance Company under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear

from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Insurance Company shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Insurance Surety Bond from its liability and obligation under this Guarantee and the Insurance Company hereby waives all of its rights under any such law.

(5) This Insurance Surety Bond is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Advance Payment.

(6) Notwithstanding anything contained herein before, the liability of Insurance Company under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Insurance Company under this Guarantee all rights of the Authority under this Insurance Surety Bond shall be forfeited and the Insurance Company shall be relieved from its liabilities hereunder,

(7) The Insurance Surety Bond shall cease to be in force and effect on ****$ Unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Insurance Company shall be discharged from its liabilities hereunder.

(8) The Insurance Company undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Insurance Company.

(9) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Insurance Company at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the

envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

(10) This Insurance Surety Bond shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this……. day of 20…….. at

SIGNED, SEALED AND DELIVERED
For and on behalf of the Insurance Company by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

(i) The Insurance Surety Bond should contain the name, designation and code number of the officer(s) signing the Insurance Surety bond.

(ii) The Address, telephone number and other detail of the head of the Insurance Company as well as issuing branch should be mentioned on the covering letter of issuing branch.

$ Insert a date being 90 (ninety) days after the end of one year from the date of payment of the Advance payment to the Contractor (in accordance with Clause 19.2 of the Agreement)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - MoRTH (HAM)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Annexure II of Schedule F
(See Clauses 9.1)
FORM OF SURETY BOND
[Performance Security/Additional Performance Security]

The, (Authority)
_____
____

WHEREAS:

(A) …….. (the “Concessionaire”) and the _____having its office at _____ (the "Authority") have entered into a concession agreement dated (the "Agreement") whereby the Authority has agreed to the Concessionaire undertaking _____ on **Hybrid Annuity Mode**, subject to and in accordance with the provision of the agreement

(B) The agreement requires the Concessionaire to furnish a performance security to the Authority in a sum of Rs *** Crore (Rupees *** Crore) (the "Surety Bond Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement)

(C) We, _____through our branch at ..... (the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer hereby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire's obligations during the Construction Period under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of ___in the _____, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations Concessionaire is in default shall be final, and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any change in the constitution of the Concessionaire

and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity. for the Authority to proceed against the Concessionaire before presenting to the Surety Insurer its demand under this Surety Bond.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.
6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force until the earlier of the 1st (first) anniversary of the Appointed Date or compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond, no later than 6 (six) months from the date of expiry of this Surety Bond, all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect when the Concessionaire shall have expended on Project construction an aggregate sum not less than 30% (thirty per cent) of the Bid Project cost which is deemed to be Rs. ** cr. (Rupees *** crore) for the purposes of this Surety Bond, and provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security alongwith the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority, shall release the Performance Security forthwith.
9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants on behalf of the Surety Insurer.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for a period of **one year and six months** or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
12. This Surety Bond shall also be operatable at our Branch at Mumbai, from whom, confirmation regarding the issue of this bond or extension/renewal thereof shall be made available on demand in the contingency of this bond been invoked and payment thereunder claimed, the said branch shall accept such invocation on letter and make payment of amounts so demanded under the said invocation.
13. This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed and sealed this XX day of XXXX, XXXX at Mumbai.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Surety Insurer by: **ICICI Lombard General Insurance Company Ltd.**

Name: XXXXX
Designation: XXXXXX
Employee ID : XXXXXX
Email XXXXXXXXXXX

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Mumbai Port Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

Insurance Surety Bond No.....

Date:.....

Name of the Contract: .....

To:
.....
.....

WHEREAS .....*(name of Bidder)*..... (hereinafter called "the Bidder") has submitted its Bid dated .....*(date of bid)*..... for the performance of the above named Contract (hereinafter called "the Bid").

KNOW ALL PERSONS by these present that We ..... *(name of Insurance Company)*..... of .....*(address of Insurance Company)*..... (hereinafter called "the Surety"), are bound unto The Board of Mumbai Port Authority (hereinafter called "the Employer") for the sum of ₹..... (Rupees ..... Only), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.

(b) fails or refuses to sign the Contract Agreement when required, or

(b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the .....*(name of Insurance Company)* ..... as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

This Insurance Surety Bond will remain in force up to ..... and including (date XX days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company _____

in the capacity of

Common Seal of the Insurance Company with complete address including

Tel. Nos./e-Mail Id.

Staff Authority No. of the officer of the Insurance Company/Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EANEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duty signed/initiated by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in

the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.

5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Ac amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Mumbai Port Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE

Insurance Surety Bond No.....

Date:.....
(Name of Contract)

To:
(Name and address of Employer)

Dear Sirs,

In consideration of the ....[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 M/s.... [Contractor's Name] ..... 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 Employer's Letter of Acceptance No. ..... dated ..... and the same having been acknowledged by the Contractor, for ..... [Contract sum in figures and words] for ..... [Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to.....(*) of the said value of the aforesaid work under the Contract to the Employer.

We .....[Name & Address of the Insurance Company] ..' having its Head Office at..... (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of ..... (*) ..... as aforesaid at any time upto ..... (@) ..... [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 Employer on the Insurance Company 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 Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till .....[days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. 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 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 Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer 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 Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the ……(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed ……(*)……

ii) This Insurance Surety Bond shall be valid up to……(+)…….

iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before ……@……

Dated this ……day of …… 20……

at……

WITNESS

Signed for and on behalf of the Insurance Company

……	……
(Signature)	(Signature)
……	……
(Name)	(Name)

Notes:

1. (*) This sum shall be Five percent (5%) of the Contract Price denominated in the types and proportions of currencies.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(@) This date will be thirty (90) days beyond the issue of defect liability period as specified in the Contract.

(+) This date will be the date of issue of defect liability Certificate.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution /issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.

4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – National Highways and Infrastructure Development Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY BOND FOR BID SECURITY

Surety Bond No……

Dated :…….

16. In consideration of you, The National Highway & Infrastructure Development Corporation Limited represented by xxxxxxx, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of M/s xxxxxxx (a company registered under Companies Act, 1956/2013) and having its registered office at xxxxxxx (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the "xxxxxxx" Project on EPC basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated xxxxxxx issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we xxxxxxxx (Name of the Surety Insurer") having our registered office at xxxxxxxx and one of its branches at xxxxxxxx (Hereinafter referred to as the "Surety Insurer"), at the request of the Bidder, do hereby in terms of Clause 1.2.10 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. xxxxxxxx (Rupees xxxxxxxx only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

17. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

18. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. xxxxxxxx (Rupees xxxxxxxx only).

19. This Surety Bond shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and

agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

20. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

21. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

22. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

23. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Surety Insurer and sent by courier or by certified e-mail to the Surety Insurer at the address set forth herein.

24. We undertake to make the payment on receipt of your notice of claim on us addressed to [name Surety Insurer along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

25. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

26. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

27. The Bank Surety Insurer that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

28. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. xxxxxxxx (Rupees xxxxxxxx only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before xxxxxxxx (indicate date falling xxx days after the BID Due Date)].

29. This Surety Bond shall also be operatable at our xxxxxxxx Branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension / renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

30. The Insurance Surety Bond shall be verified from the branch concerned/ specific portal created for this purpose.

Signed and sealed this ……. day of ……., 20…… at ……..

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature) (Name) (Designation) (Code Number) (Address)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – National Highways and Infrastructure Development Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

PERFORMANCE SURETY BOND

To

xxxxxxxxx,

National Highways & Infrastructure Development Corporation Limited,

xxxxxxxxx

Surety Bond No. : xxxxxxx

Date : xxxxxxxx

Amount : xxxxxxxx

Valid Up to : xxxxxxxx

Claim Up to : xxxxxxxx

WHEREAS:

(A) xxxxxxxxxx, xxxxxx Address xxxxxxxxx (hereinafter called the "Contractor") and xxxxxxxx, National Highways & Infrastructure Development Corporation Limited, xxxxxxxxxxxxx, (hereinafter called the "Authority") have entered into an agreement, Letter of Acceptance (LOA) No. xxxxxxxxxx (hereinafter called the "Agreement") for the construction of "xxxxxxxxxxx" subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Contractor to furnish an Performance Security / Additional Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period/ Defects Liability Period and Maintenance Period} (as defined in the Agreement) in a sum of Rs. xxxxx /- (Rupees xxxxx Only) (the "Surety Bond Amount").

(C) We, xxxxx through our branch at xxxxx (the "Surety Insurer") have agreed to furnish this Surety Insurer Guarantee (hereinafter called the "Surety Bond") by way of Performance Security / Additional Performance Security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

15. The Surety Insurer hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, resource, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

16. A letter from the Authority, under the hand of an officer not below the rank of General Manager of NHIDCL, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall

be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators, or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

17. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

18. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Surety Bond.

19. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Surety Insurer shall not be released from it liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of this rights under any such law.

20. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.

21. Notwithstanding anything contained hereinabove, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

22. The Surety Bond shall cease to be in force and effect on xxxxxx Unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.

23. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

24. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

25. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

26. This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

27. This Surety Bond shall also be operatable at our xxxxxx Branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

28. The Insurance Surety Bond shall be verified from the branch concerned/ specific portal created for this purpose.

Signed and sealed this xxx day of xxx, xxxx at xxxx.

Authorized Signatory

Name:

Designation:

Employee Code:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Mobilization Advance Bond – National Highways and Infrastructure Development Corporation of India Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form for Insurance Surety Bond for Advance Payment

To,

The Managing Director,

National Highways and Infrastructure Development Corporation of India Limited,

……..

WHEREAS:

(A) [Name and address of contractor] (hereinafter called the "Contractor") has executed an agreement (hereinafter called the "Agreement") with the [name and address of the authority], (hereinafter called the "Authority") for the construction of the ***** section of [National Highway No. **] on Engineering, Procurement and Construction (the "EPC") basis, subject to and in accordance with the provisions of the Agreement.

(B) In accordance with Clause 19.2 of the Agreement, the Authority shall make to the Contractor an interest bearing @Bank Rate + 3% advance payment (hereinafter called "Advance Payment") equal to 10% (ten per cent) of the Contract Price; and that the Advance Payment shall be made in two installments subject to the Contractor fumishing an irrevocable and unconditional Insurance Surety Bond by Insurance Company for an amount equivalent to 110% (one hundred and ten percent) of such installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of (first/second) installment of the Advance Payment is Rs…….cr. (Rupees……. crore) and the amount of this Insurance Surety Bond is Rs. …….cr. (Rupees ……. crore) (the "Guarantee Amount") $

(C) We…... through our branch at …….(the "Insurance Company" have agreed to furnish this Insurance Surety Bond (hereinafter called the "Guarantee") for the Guarantee Amount.

NOW, THEREFORE, the Insurance Company hereby, unconditionally and irrevocably, guarantees and affirms as follows:

(1) The Insurance Company hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to

the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein. A letter from the Authority, under the hand of an officer not below the rank of General Manager in the National Highways and Infrastructure Development Corporation of India Limited that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the instalment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Insurance Company.

The Insurance Company further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Insurance Company, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

(2) In order to give effect to this Insurance Surety Bond, the Authority shall be entitled to act as if the Insurance Company were the principal debtor and any change in the constitution of the Contractor and/or the Insurance Company, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Insurance Company under this Guarantee.

(3) It shall not be necessary, and the Insurance Company hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Insurance Company its demand under this Guarantee.

(4) The Authority shall have the liberty, without affecting in any manner the liability of the Insurance Company under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Insurance Company shall not be released from its liability and obligation under these presents by any exercise by

the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Insurance Surety Bond from its liability and obligation under this Guarantee and the Insurance Company hereby waives all of its rights under any such law.

(5) This Insurance Surety Bond is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Advance Payment.

(6) Notwithstanding anything contained herein before, the liability of Insurance Company under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Insurance Company under this Guarantee all rights of the Authority under this Insurance Surety Bond shall be forfeited and the Insurance Company shall be relieved from its liabilities hereunder.

(7) The Insurance Surety Bond shall cease to be in force and effect on Unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Insurance Company shall be discharged from its liabilities hereunder.

(8) The Insurance Company undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Insurance Company.

(9) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Insurance Company at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

(10) This Insurance Surety Bond shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this……..day of ……20……...at……..

SIGNED, SEALED AND DELIVERED

_____

For and on behalf of the Insurance Company by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

(i) The Insurance Surety Bond should contain the name, designation and code number of the officer(s) signing the Insurance Surety Bond.

(ii) The address, telephone number and other detail of the head of the Insurance Company as well as issuing branch should be mentioned on the covering letter of issuing branch.

$ Insert a date being 90 (ninety) days after the end of one year from the date of payment of the Advance payment to the Contractor (in accordance with Clause 19.2 of the Agreement)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - National Highways Authority of India (Engineering Procurement and Construction)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for Bid Security

1. In consideration of you, _____, having its office at _____, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____and having its registered office at_____ (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the _____Project on EPC basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession/contract agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Surety Insurer) having our registered office at_____ and one of its branches at _____(hereinafter referred to as the "Surety Insurer "), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs._____(Rupees_____ only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. _____(Rupees_____only).

4. This Surety Bond shall be irrevocable and remain in full force for a period of xxxx (xxxx) days from the Bid Due Date and a claim period of xxxx (xxxx) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us,

notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. _____ Crore (Rupees _____crore only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before [*** (indicate date falling xxxx days after the Bid Due Date)].

14. This Surety Bond shall also be operatable at our _____ branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

hereunder claimed, the said branch shall accept such Invocation letter and make payment of amounts so demanded under the said invocation.

15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - National Highways Authority of India (Build-Operate-Transfer)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for Bid Security

1. In consideration of you, _____ , having its office at _____, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____(a Company registered under Companies Act, 1956/2013) and having its registered office at _____(and acting on behalf of Its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the _____ on DBFOT basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated_____issued in respect of the Project and other related documents including without limitation the draft Concession Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Surety Insurer) having our registered office at _____ and one of its branches at _____(hereinafter referred to as the "Surety Insurer "), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs._____ Crores (Rupees _____ only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents Including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. _____ Crores (Rupees _____ only).

4. This Surety Bond shall be irrevocable and remain in full force for a period of xxxx (xxxx) days from the Bid Due Date and a claim period of xxxx (xxxx) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the sand Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any Indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the Law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Surety Insurer and sent by courier or by registered mail to the Surety Insurer at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Band herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. _____ Crore (Rupees _____ crore only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before [*** (indicate date falling xxxx days after the Bid Due Date)].

14. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - National Highways Authority of India (Hybrid Annuity Mode)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for Bid Security

1. In consideration of you, _____, having its office at _____, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____(a Company registered under Companies Act, 1956/2013) and having its registered office at _____ (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the _____(Name of the Project _____) (hereinafter referred to as "the Project") pursuant to the RFP Document dated _____ issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Surety Insurer) having our registered office at _____ and one of its branches at _____(hereinafter referred to as the Surety Insurer "), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. _____ (Rupees_____ only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents Including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. _____ (Rupees _____only).

4. This Surety Bond shall be irrevocable and remain in full force for a period of xxxx (xxxx) days from the Bid Due Date and a claim period of xxxx (xxxx) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole Judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

11. We, the Surety Insurer further undertake not to revoke this Surety Bond during Its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. _____Crore (Rupees _____crore only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before [*** (indicate date falling xxxx days after the Bid Due Date)].

14. This Surety Bond shall also be operatable at our _____branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - National Highways Authority of India (Engineering Procurement and Construction)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for Performance Security

To,

_____(name of the authority)

_____[address of Authority]

WHEREAS _____[name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No._____ Dated _____for construction of _____[name of the Project] (hereinafter called the "Contract").

AND WHEREAS the Contract requires the Contractor to furnish an (Performance Security/Additional Performance Security) for due and faithful performance of its obligations, under and in accordance with the Contract, during the (Construction Period/ Defects Liability Period and Maintenance Period) in a sum of Rs_____cr. (Rupees_____ crore) (the "Surety Bond amount"[1]).

AND WHEREAS we, _____ through our branch at _____ (the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer herby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the [Construction Period/ Defects Liability Period and Maintenance Period under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of [Superintending Engineer of Ministry of Road Transport & Highways or General Manager, NHAI], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to

extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph & below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Surety Bond shall cease to be in force and effect on _____, Unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

12. This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - National Highways Authority of India (Build-Operate-Transfer)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for Performance Security

To,

_____(name of the authority)

_____[address of Authority]

WHEREAS:

(A) _____(the "Concessionaire") and the Chairman, National Highways Authority of India (the "Authority") have entered into a concession agreement dated _____ (the "Agreement") whereby the Authority has agreed to the Concessionaire undertaking [Four-Laning of the_____ section of National Highway No. **] on design, build, finance, operate and transfer ("DBFOT") basis, subject to and in accordance with the provision of the Agreement.

(B) The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Rs _____Crore (Rupees _____ Crore) (the "Surety Bond Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement)

(C) We, _____ through our branch at _____ (the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows.

1. The Surety Insurer herby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire's obligations during the Construction Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of General Manger in the National Highways Authority of India, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Concessionatre, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any change in the constitution of the Concessionaire and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waves any necessity, for the Authority to proceed against the Concessionaire before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waves all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Band will remain in force until the earlier of the 1 (first) anniversary of the Appointed Date or compliance of the conditions specified In paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond, no later than 6 (six) months from the date of expiry of this Surety Bond, all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Performance Security shall cease to be in force and effect when the Concessionaire shall have expended on Project construction an aggregate sum not less than 20% (twenty per cent) of the Total Project cost which is deemed to be Rs. _____cr. (Rupees _____crore) for the purposes of this Surety Bond, and provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security alongwith the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the Performance Security forthwith.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for a period of one year and six months or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - National Highways Authority of India (Hybrid Annuity Mode)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for Performance Security

To

_____(name of the authority)

_____[address of Authority]

WHEREAS:

(A) _____ (the "Concessionaire") and the Chairman, National Highways Authority of India (the "Authority") have entered into a concession agreement dated _____(the "Agreement") whereby the Authority has agreed to the Concessionaire undertaking development and operation of _____ on Hybrid Annuity Mode, subject to and in accordance with the provision of the agreement

(B) The agreement requires the Concessionaire to furnish a performance security to the Authority in a sum of Rs _____ Crore (Rupees _____ Crore) (the " Surety Bond Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement)

(C) We, _____through our branch at _____ (the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows.

1. The Surety Insurer herby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire's obligations during the Construction Period under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of General Manger in the National Highways Authority of India, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction, Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any change in the constitution of the Concessionaire and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the Ilberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force until the earlier of the 1st (first) anniversary of the Appointed Date or compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond, no later than 6 (six) months from the date of expiry of this Surety Bond, all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Performance Security shall cease to be in force and effect when the Concessionaire shall have expended on Project construction an aggregate sum not less than 30% (thirty per cent) of the Bid Project cost which is deemed to be Rs. _____ cr. (Rupees _____crore) for the purposes of this Surety Bond, and provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security alongwith the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the Performance Security forthwith.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for a period of one year and six months or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

12. This Surety Bond shall also be operatable at our Branch at New Delhi, from whom, confirmation regarding the issue of this bond or extension/renewal thereof shall be made available on demand in the contingency of this bond been invoked and payment thereunder claimed, the said branch shall accept such invocation on letter and make payment of amounts so demanded under the said invocation.

13. This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - National Highways Authority of India (TOLL)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(Format of Surety Bond)

To National Highways Authority of India

1. In consideration of "National Highways Authority of India (NHAI)" (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s Having its office at …….. (Hereinafter referred to as the "Contractor" which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Client's Letter of Acceptance No……tap…… dated ……. and the same having been unequivocally accepted by the Contractor, resulting in a Contract valued at Rs...../- (Rupees ……) excluding Service Tax for "....." (Hereinafter called the "Surety Bond Amount"), and the Contractor having agreed to furnish a Surety Bond to the Client as "Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs..... ..../-(Rupees).

2. We, ……..having registered office at …… and branch at .... a body registered/constituted under the …… (hereinafter referred to as the Surety 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 Client immediately on demand, without any deductions, set-off or counterclaim whatsoever, any or, all money payable by the Contractor to the extent of Rs…… (Rupees……) as aforesaid at any time upto without any demur, reservation, contest, recourse, cavil, arguments or protest and/or without any reference to or enquiry from the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. Any such demand made by the client on the Surety Insurer shall be conclusive and binding notwithstanding any difference between the Client and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Surety Bond herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this Surety Bond.

3. The Client shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond, from time to time to vary or to extend the time for performance of the contract by the Contractor. The Client shall have the fullest liberty without affecting this 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 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 Client and the Contractor any other course or remedy or security available to the Client. The Surety Insurer shall not be relieved of its obligations under these presents by any exercise by the Client 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 Client or any other indulgence shown by the Client or by any

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Surety Insurer.

4. The Surety Insurer also agrees that the Client at its option shall be entitled to enforce this Surety Bond against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other Surety Bond that the Client may have in relation to the Contractor's liabilities.

5. Any demand shall be deemed to be served, if delivered by hand, when left at the property address for service; and if given or made by pre-paid registered post or facsimile transmission, on receipt.

6. Any waivers, extensions of time or other forbearance given or variations required under the Contract or any invalidity, unenforceability or illegality of the whole or any part of the contract or rights or any Party thereto or amendment or other modifications of the Contract, or any other fact, circumstances, provision of statute of law which might entitle the Surety Insurer to be released in whole or in part from its undertaking, whether in the knowledge of the Surety Insurer or not or whether notified to the Surety Insurer or not, shall not in any way release the Surety Insurer from its obligations under this Surety Bond.

7. "The Surety Bond shall also be operatable at our……. branch at ……[*], from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation"

8. [*] This is the city of concerned Regional Office of NHAI under whose jurisdiction the Fee Plaza comes"

9. This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded. Notwithstanding anything contained herein,

a) Our liability under this Surety Bond is limited to Rs……(Rupees ……) and it shall remain in force up to and including and shall be extended from time to time for such period as may be desired by the client in whose favor this Surety Bond has been issued.

b) This Surety Bond shall be valid up to …….

c) We are liable to pay the Surety Bond amount or any part thereof under this Surety Bond Only and only if your serve upon as a written claim or demand on or before (date of expiry of surety bond).

(Signature of the Authorised official)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(Name & Designation with Surety Insurer's Stamp)

NOTE:

(iii) The surety bond(s) contains the name, designation and code number of the officer(s) signing the surety bond (s)

(iii) (ii) The address, telephone no. and other details of the Head Office of the Surety Insurer as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

(iii) (iii) The Surety Bond for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the IRDAI in this regard).

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Mobilization Advance Bond – National Highways Authority of India

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form for Insurance Surety Bond for Advance Payment

……,

Ministry of Road Transport Highways Transport Bhawan, New Delhi

WHEREAS:

(A) [Name and address of contractor] (hereinafter called the "Contractor") has executed an agreement (hereinafter called the "Agreement") with the [name and address of the authority], (hereinafter called the "Authority") for the construction of the section of [National Highway No. **] on Engineering, Procurement and Construction (the "EPC") basis, subject to and in accordance with the provisions of the Agreement

(B) In accordance with Clause 19.2 of the Agreement, the Authority shall make to the Contractor an interest bearing @Bank Rate + 3% advance payment (herein after called "Advance Payment") equal to 10% (ten per cent) of the Contract Price; and that the Advance Payment shall be made in two installments subject to the Contractor furnishing an irrevocable and unconditional Insurance Surety Bond by Insurance Company for an amount equivalent to 110% (one hundred and ten percent) of such installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/ second} installment of the Advance Payment is Rs. …….cr. (Rupees ……crore) and the amount of this Insurance Surety Bond is Rs. ……cr. (Rupees crore) (the "Guarantee Amount") $.

(C) We, …….through our branch at…(the "Insurance Company" have agreed to furnish this Insurance Surety Bond (hereinafter called the "Guarantee") for the Guarantee Amount.

NOW, THEREFORE, the Insurance Company hereby, unconditionally and irrevocably, guarantees and affirms as follows:

(1) The Insurance Company hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee

Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein. A letter from the Authority, under the hand of an officer not below the rank of [General Manager in the National Highways Authority of India], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the instalment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Insurance Company.

The Insurance Company further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Insurance Company, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

(2) In order to give effect to this Insurance Surety Bond, the Authority shall be entitled to act as if the Insurance Company were the principal debtor and any change in the constitution of the Contractor and/or the Insurance company, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Insurance Company under this Guarantee.

(3) It shall not be necessary, and the Insurance Company hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Insurance Company its demand under this Guarantee.

(4) The Authority shall have the liberty, without affecting in any manner the liability of the Insurance Company under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Insurance Company shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of

time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Insurance Surety Bond from its liability and obligation under this Guarantee and the Insurance Company hereby waives all of its rights under any such law.

(5) This Insurance Surety Bond is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Advance Payment.

(6) Notwithstanding anything contained herein before, the liability of Insurance Company under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Insurance Company under this Guarantee all rights of the Authority under this Insurance Surety Bond shall be forfeited and the Insurance Company shall be relieved from its liabilities hereunder,

(7) The Insurance Surety Bond shall cease to be in force and effect on ****$ Unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Insurance Company shall be discharged from its liabilities hereunder.

(8) The Insurance Company undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Insurance Company.

(9) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Insurance Company at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

(10) This Insurance Surety Bond shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 8 above

or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this…….day of.....20……..at.....

SIGNED, SEALED AND DELIVERED
For and on behalf of the Insurance Company by:
(Signature)
(Name)
(Designation)
(Code
Number)
(Address)
NOTES:

(i) The Insurance Surety Bond should contain the name, designation and code number of the officer(s) signing the Insurance Surety bond.

(ii) The Address, telephone number and other detail of the head of the Insurance Company as well as issuing branch should be mentioned on the covering letter of issuing branch.

$ Insert a date being 90 (ninety) days after the end of one year from the date of payment of the Advance payment to the Contractor (in accordance with Clause 19.2 of the Agreement).

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - National Highways Logistics Management Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

APPENDIX VIII
Surety Bond Format as Bid Security
(Refer Clauses 2.1.6 and 2.20.1)

1. In consideration of you, National Highways Logistics Management Limited, having its office at 2nd Floor, D-21, Corporate Park, Dwarka, Sector-21, New Delhi, Delhi – 110077, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of …… (a Company registered under companies Act, 1956/2013) and having its registered office at ……
New Delhi (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for "**xxxx"** (hereinafter referred to as "the Project") pursuant to the RFP Document dated …… issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Surety Issuer) having our registered office at …… and one of its branches at …….. (hereinafter referred to as the "Surety Issuer"), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of xxxx (hereinafter referred to as the "Surety
Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surty Insurer shall be conclusive as regards amount due and payable by the Surty Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding of xxxx

4. This Surety Bond shall be irrevocable and remain in full force for a period of xxxx days from the BID Due Date and a claim period of 60 (sixty) days or for such extended

period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surty Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Surety Insurer and sent by courier or by registered mail or by certified e-mail to the Surety Insurer at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Surety Insurer along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted of xxxx The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before *** (indicate date falling xxxx after the BID Due Date).

14. This Surety Bond shall also be operatable at our…….. Branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension / renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. The Insurance Security Bond shall be verified from the specific portal created for this purpose.

Signed and Delivered by ……..Surety Insurer
By the hand of Mr./Ms ……., its…….. and authorised official

(Signature of the Authorised Signatory)

(Official Seal)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - National Highways Logistics Management Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Annexure II of
Schedule F
(See Clause 9.1) FORM
OF SURETY BOND
[Performance Security/Additional Performance Security]

The Chief Operating Officer,
National Highways Logistics Management Limited
2nd Floor, D-21, Corporate Park, Dwarka, Sector-21,
New Delhi, Delhi – 110077

WHEREAS:

(A) (the "Concessionaire") and the CEO, National Highways Logistics Management Limited (the "Authority") have entered into a concession agreement dated (the "Agreement") whereby the Authority has agreed to the Concessionaire Undertaking Development, Operation and Maintenance of Ropeway from SDA Parking (Near Zeberwan Park) to Shankaracharya Temple in the Union Territory of Jammu and Kashmir on Hybrid Annuity Mode, subject to and in accordance with the provision of the agreement

(B) The agreement requires the Concessionaire to furnish a performance security to the Authority in a sum of Rs *** Crore (Rupees *** Crore) (the "Surety Bond Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement)

(C) We, _____through our branch at ..... (the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer hereby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire's obligations during the Construction Period under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of Chief Operating Officer in the National Highways Logistics Management Limited, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Concessionaire, or any

dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any change in the constitution of the Concessionaire and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity. for the Authority to proceed against the Concessionaire before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force until the earlier of the 1st (first) anniversary of the Appointed Date or compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond, no later than 6 (six) months from the date of expiry of this Surety Bond, all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Performance Security shall cease to be in force and effect when the Concessionaire shall have expended on Project construction an aggregate sum not less than 30% (thirty per cent) of the Bid Project cost which is deemed to be Rs. ** cr. (Rupees *** crore) for the purposes of this Surety Bond, and provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security alongwith the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority, shall release the Performance Security forthwith.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for a period of one year and six months or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

12. This Surety Bond shall also be operatable at our Branch at New Delhi, from whom, confirmation regarding the issue of this bond or extension/renewal thereof shall be made available on demand in the contingency of this bond been invoked and payment thereunder claimed, the said branch shall accept such invocation on letter and make payment of amounts so demanded under the said invocation.

13. This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed and sealed this..... Day of ..... 23.....at.

SIGNED, SEALED AND DELIVERED

For and on behalf of the surety insurer by:

(Signature)
(Name)
(Address)
(Designation)
(Code Number

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – National Hydroelectric Power Corporation

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Format 6.3 A(II)- Format for Insurance Surety Bond for Earnest Money Deposit

Format of Insurance Surety Bond for Earnest Money Deposit

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:_____

(Name of Contract)

To:

(NHPC Limited,

Sector 33, Faridabad,

Haryana 121003)

WHEREAS (name of Bidder) (hereinafter called “the Bidder”) has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called “the Bid”)

KNOW ALL PERSONS by these present that We ..... (name of Insurance Company) of ..... (address of Insurance Company) (hereinafter called “the Surety”), are bound unto NHPC Limited (a Govt. of India Enterprises) (hereinafter called “the Employer”) for the sum of ..... (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.

2. If the Bidder, having been notified of the acceptance of its Bid by the NHPC Ltd. during the period of bid validity.

c) fails or refuses to sign the Contract Agreement when required, or

d) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the NHPC Ltd. up to the above amount upon receipt of its first written demand, without the NHPC Ltd. having to substantiate its demand, provided that in its demand the NHPC Ltd. will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the ..... (name of Insurance Company), utilizing the credit limit of M/s .....(name of contractor) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

_____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

in the capacity of

_____

Common Seal of the Insurance Company with complete address including Tel. Nos. / e-Mail Id.

Staff Authority No. of the officer of the Insurance Company /Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EANEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.

2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.

3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.

4. Stamp paper shall be purchased in the name of Insurance Company issuing the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.

6. Irrevocable, valid and fully enforceable Insurance Surety Bond in favor of the Employer (NHPC Ltd.) issued by any Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in Indian currency (INR) only is acceptable to the NHPC Ltd.

7. Insurance Surety Bond for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the NHPC Ltd. (authority inviting tenders) with a forwarding letter.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – National Hydroelectric Power Corporation

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Format 6.3 B(II) - Format for Insurance Surety Bond for Performance Bank Guarantee

FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date.....

To,

[NHPC Limited,

Sector 33, Faridabad,

Haryana 121003]

Dear Sirs,

In consideration of the ... [NHPC Limited, Sector 33, Faridabad, Haryana 121003]..... (hereinafter referred to as the 'NHPC Ltd.' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s .....[Contractor's Name]..... 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 NHPC Ltd.'s Letter of Acceptance No..... dated..... and the same having been acknowledged by the contractor, for ----------[Contract sum in figures and words] for ……[Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(*).....of the said value of the aforesaid work under the Contract to the NHPC Ltd.

We .....[Name & Address of the Insurance Company].....having its Head Office at.....(hereinafter referred to as the 'Surety, 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 NHPC Ltd., on demand any and all monies payable by the Contractor to the extent of .....(*)..... as aforesaid at any time upto .....(@)..... [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 NHPC Ltd. on the Insurance Company shall be conclusive and binding notwithstanding any difference between the NHPC Ltd. and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the NHPC Ltd. and further agrees that the guarantees herein contained shall continue to be enforceable till the NHPC Ltd. discharges this guarantee or till ……(+)…….. [days/month/year] whichever is earlier.

The NHPC Ltd. shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The NHPC Ltd. 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 forbear to enforce any covenants, contained or implied, in the Contract between

the NHPC Ltd. and the Contractor or any other course or remedy or security available to the NHPC Ltd. The Insurance Company shall not be released of its obligations under these presents by any exercise by the NHPC Ltd. 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 NHPC Ltd. or any other indulgence shown by the NHPC Ltd. or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the .....(Name of Insurance Company), utilizing the credit limit of M/s .....(name of contractor) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI) and also agrees that the NHPC Ltd. at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the NHPC Ltd. may have in relation to the Contractor's liabilities.

iv) Our liability under this Insurance Surety Bond shall not exceed _____(*)____.
v) This Insurance Surety Bond shall be valid upto _____(+)_____.
vi) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if NHPC Ltd. serves upon Surety a written claim or demand on or before _____(@)_____

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

WITNESS

.....
.....

(Signature) (Signature)

.....
.....

(Name) (Name)

.....
.....

(Official Address) (Designation with Stamp of Insurance Company)/with staff Authority no.

Complete Address of the Insurance Company with Telephone No. and eMail Id.

Notes:

5. (*) This sum shall be as per Clause 3.24 of RfS denominated in the Indian currency.
   (@) This date will be Ninety (90) days beyond the issue of Defects liability Certificate as specified in the Contract.
   (+) This date will be the date of issue of Defects Liability Certificate.
6. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance

Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

7. Insurance Surety Bond is required to be submitted directly to the NHPC Ltd. by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
8. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., eMail Id and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – National Projects Construction Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

BID BOND

National Projects Construction Corporation Limited,

(Address as mentioned in Notice Inviting Tender)

In consideration of National Projects Construction Corporation Limited, having its Registered Office at _____ (hereinafter called "NPCC" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No _____ and M/s _____ having its Registered Head Office at _____ (Hereinafter called the "TENDERER") is to participate in the said tender for _____. Whereas NPCC, as a special case, has agreed to accept an irrevocable and unconditional Bid Bond Guarantee for an amount of Rs._____ valid up to _____ from the tenderer in lieu of Cash Deposit of Rs. _____ required to be made by the tenderer, as a condition precedent for participation in the said tender. We the…..... (hereinafter called the "SURETY INSURER") having its Registered, Office at…..…… and branch office at ……. do hereby unconditionally and irrevocably undertake to pay to NPCC immediately on demand in writing and without demur/protest any amount but not exceeding Rs. _____. Any such demand made by NPCC shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the tenderer.

Any change in the constitution of the tenderer or the SURETY INSURER shall not discharge our liability under the guarantee.

We, the……., lastly undertake not to revoke this guarantee during its currency without the prior consent of NPCC in writing and this guarantee shall remain valid upto _____. Unless a claim is made within three months from the date of expiry i.e.,

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

_____. (_____ after the date of expiry), we shall be relieved of our liability under this guarantee thereafter.

FOR AND ON BEHALF
OF ……..

PLACE:
DATED:

WITNESS.

1
2

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – National Thermal Power Corporation

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond towards Bid Security
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No. .....
Date.....

To
[Employer's Name and Address]

Dear Sirs,
In accordance with Invitation for Bids under your Bid Document No. ....., M/s.....[Bidder's Name] ..... having its Registered/ Head Office at ..... (hereinafter called the 'Bidder') wish to participate in the said bid for [Name of Package] .....

As an irrevocable Insurance Surety Bond against Bid Security for an amount of .....(*) ..... valid for..... days from .....(**)..... required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the ..... [Name & address of the Insurer] .....having our Head Office at ..... (#) ..... guarantee and undertake to pay immediately on demand by NTPC Limited (hereinafter called the 'Employer') the amount of .....(*) .....without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto.....(@) ..... If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ....[Bidder's Name] ..... on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....
(Signature)
.....
(Name)
.....
(Designation with Insurer Stamp)
Authorised Vide Power of Attorney No.....
Date.....

NOTE: 1. (*) The amount shall be as specified in the SPC.
(**) This shall be the date of opening of Techno-Commercial bids.
(#) Complete mailing address of the Head Office of the Insurer to be given.
(@) This date shall be forty five (45) days after the last date for which the bid is valid.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – National Thermal Power Corporation

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond towards Performance Security
(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 the NTPC Limited (Hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Seller's Name] ..... with its Registered /Head Office at ..... (Hereinafter referred to as the 'Seller', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Purchaser's Purchase Order No. ..... dated..... and the same having been unequivocally accepted by the seller, resulting into a Contract bearing No..... dated ....., valued at ..... for ..... and the Seller 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 Employer.

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 Purchaser, on demand any and all amount payable by the Seller to the extent of .....(*) ..... as aforesaid at any time up to .....(@) ..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Seller. Any such demand made by the Purchaser on the Insurer shall be conclusive and binding notwithstanding any difference between the Purchaser and the Seller 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 Purchaser and further agrees that the guarantee herein contained shall be enforceable till the purchaser discharges this guarantee.

The Purchaser 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 performance of the Contract by the Seller 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 Purchaser 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 Seller, 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 Purchaser and the Seller or any other course or remedy or security available to the Purchaser. The Insurer shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the 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 Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

The Insurer also agrees and undertakes that the Purchaser at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Seller and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Seller's 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 .....[Seller's Name} ..... on whose behalf this Insurance Surety Bond has been given.

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

WITNESS:

1. .....
.....
(Signature) (Signature)
.....
..... (Name)
(Name)
.....
..... (Official Address)
(Designation with Insurer Stamp)

Authorised Vide Power of Attorney
No.....
Date.....
..

2.....
(Signature)
.....
(Name)
.....
(Official Address)

Notes : 1. (*) This sum shall be three percent (03%) of the Contract Price.
(@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.
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 Purchaser shall be the Creditor, the Seller 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 should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, the Seller is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Seller is required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – NBCC (INDIA) LIMITED

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SECTION- OS

FORMS AND FORMATS

PROFORMA OF SURETY BOND FOR PERFORMANCE GUARANTEE

(Non-Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

NBCC (INDIA) LIMITED,

NBCC Bhawan, Lodhi Road, New Delhi - 110003

In consideration of NBCC (INDIA) LIMITED, having its Registered Office at NBCC, Bhawan, Lodhi Road, New Delhi -110003 (hereinafter called "NBCC") which expression shall unless repugnant to the subject or context include its successors and assigns, having awarded a work order/contract / supply order No. Dated (hereinafter called "the said contract") to M/s. .....having its registered Head Office at (hereinafter called the contractor / supplier) which expression shall unless repugnant to the subject or context includes its successors and assigns at a total price of Rs..... subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the contractor to furnish a Insurance Surety Bond for Rs..... (Rupees..... in words) being .....% of the total value of the contract for proper execution and due fulfilment of the terms and conditions contained in the contract.

We, the, (hereinafter called " Surety Insurer" which expression shall unless repugnant to the subject or context include its successors and assigns) having our registered office at ..... and branch office at ……. hereby unconditionally and irrevocably undertake and guarantee payment to NBCC forthwith on the same day on demand in writing and without protest or demur of any and all moneys payable by the contractor/supplier to NBCC under, in respect or in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by NBCC by reason of any breach by the contractor/supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by NBCC to the Surety Insurer with reference to this Surety Bond up to and aggregate limit of Rs..... (Rupees only) the Surety Insurer hereby agrees with NBCC that:

1. This Surety Bond shall be continuing guarantee and shall remain valid and irrevocable for all claims of NBCC and liabilities of Supplier/Contractor till the date of expiry of Surety Bond i.e The claim period of the Surety Bond shall be for a period of 12 Months after the date of expiry of Surety Bond.

2. NBCC shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by NBCC against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of NBCC or any indulgence by NBCC to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

3. This Surety Bond shall be in addition to any other Surety Bond or security whatsoever NBCC may now or at any time have in relation to the performance of the works/equipment and NBCC shall have full authority to take re-course or to enforce this security in preference to any other Surety Bond or security which the NBCC may have or obtained and no forbearance on the part of NBCC in enforcing or requiring enforcement of any other security shall have the effect of releasing the Surety Insurer from its liability hereunder.

4.This Surety Bond shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to NBCC in terms thereof are paid by the Surety Insurer or till expiry of the Surety Bond including claim period of Surety Bond , whichever is earlier.

5.The Surety Bond in no event be terminable, for any change in the constitution of the Surety Insurer or for any other reasons whatsoever and the liability of the Surety Insurer hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, or agreed with or without knowledge or consent of NBCC, by or between Supplier/ Contractor and the Surety Insurer.

6.The Surety Insurer hereby waives all rights at any time inconsistent with the terms of this Surety Bond and the obligations of the Surety Insurer in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the supplier/contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/contractor stopping or preventing or purporting to stop or prevent any payment by the Surety Insurer to NBCC in terms hereof.

7.The amount stated in any notice of demand addressed by NBCC to the Surety Insurer as liable to be paid to NBCC by the supplier/contractor or as suffered or incurred by NBCC on account of any losses or damages, costs, charges and / or expenses shall as between the Surety Insurer and NBCC be conclusive of the amount so liable to be paid to NBCC or suffered or incurred by NBCC as the case may be and payable by the Surety Insurer to NBCC in terms hereof subject to a maximum of Rs (Rupees …… only).

8.Unless demand or claim under this Surety Bond is made on the Surety Insurer in writing within 12 Months after the date of expiry of the Surety Bond , the Surety Insurer shall be discharged from all liabilities under this Surety Bond there under.

Notwithstanding anything contained herein before our liability under this Surety Bond is restricted to Rs. ..... (Rupees.....only). This Surety Bond will expire on..... Any claim under this Surety Bond must be received by us within 12 Months after the date of expiry.

This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed this ..... day of ..... at....

For and on behalf of Company

WITNESS.

1._____

2._____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – New and Renewable Energy Dev Corp of Andhra Pradesh Ltd

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND – SUBMITTED FOR EARNEST MONEY DEPOSIT

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

Insurance Surety Bond No.: …….
Start Date: ……..

To

_____
_____

Dear Sir/Madam,

In accordance with Request for Selection (RfS) under RfS No. ……. (Insert RfS No. here) of the New and Renewable Energy Development Corporation of Andhra Pradesh Limited (Hereinafter referred to as 'NREDCAP/ Tender Inviting Authority/ Authorized Representative'), M/s ……. (Insert EPC Contractor/ RTS Vendor name here) having its Registered/Head Office at …….. (Insert address here) (Hereinafter referred to as the 'EPC Contractor/ RTS Vendor') wish to participate in the said bid for …….. (Project Name).

As an irrevocable Insurance Surety Bond against Earnest Money Deposit (EMD) for an amount of ..... (Insert the amount as stipulated in the RfS) valid till …… (Insert date 240 days from the last date of Bid submission) required to be submitted by the RTS Vendor as a condition precedent for participation in the said Bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Request for Selection (RfS) Document.

We, …….. (Insert Name of the Insurer) having our Head Office at …….. (Insert address of the Insurer) guarantee and undertake to pay immediately on demand by New and Renewable Energy Development Corporation Limited (NREDCAP) (hereinafter called the 'Employer') the amount of ..... (Insert the amount as stipulated in the RfS) without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the RTS Vendor and/or any right/remedy available to the RTS Vendor in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to..... (Insert date 60 days after the Bid Validity). If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s …….. (Insert RTS Vendor Name) on whose behalf this Insurance Surety Bond is issued.

The Insurer hereby agrees and acknowledges that the NREDCAP shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by NREDCAP, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to NREDCAP.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [Insert name of the Bidder] and/ or any other person. The Insurer shall not require NREDCAP to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against NREDCAP in respect of any payment made hereunder.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

This Insurance Surety Bond shall be a primary obligation of the Insurer and accordingly NREDCAP shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by NREDCAP or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

In witness whereof the Insurer, through its authorized officer, has set its hand and stamp on this ..... day of ..... 20..... at ..... .

……..
(Signature)

……..
(Name)

……
(Designation with Insurer Stamp)

Authorised Vide Power of Attorney No.: ……

Date: …….

Email id of the Branch for confirmation of this Bond: ……..

Notes:

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

2. The Employer shall be the Creditor, the RTS Vendor 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.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

3. The Insurance Surety Bond should be on Non-Judicial Stamp Paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state of Andhra Pradesh. The Stamp Paper/e-stamp paper shall be purchased in the name of RTS Vendor/Insurer issuing the Insurance Surety Bond.

4. While getting the Insurance Surety Bond issued, RTS Vendor is required to ensure compliance to the points mentioned in Form of Bank Guarantee enclosed in this Section of Bidding Documents. Further, Contractors are required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – New and Renewable Energy Dev Corp of Andhra Pradesh Ltd

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT FOR INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY

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

Insurance Surety Bond No.: ……..

Date: ……..

To
……. (DISCOM Name & Address)
…….
…….

Dear Sir,

In consideration of ..... (here after referred as APDISCOM 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 'EPC Contractor/ RTS Vendor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), the Project of capacity of …… MWp for ……. (Project Name), in response to the RfS No. ……. dated……, issued by New and Renewable Energy Development Corporation of Andhra Pradesh (hereinafter referred to as the 'NREDCAP', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) by issuing Letter of Award No. …… dated ……. and the same having been unequivocally accepted by the EPC Contractor/ RTS Vendor, resulting into a Contract Agreement and the EPC Contractor/ RTS Vendor having agreed to provide a Performance Guarantee of the amount up to and not exceeding Indian Rupees …… [Total Value] only.

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 APDISCOM unequivocally, irrevocably and unconditionally, on demand any and all amount to the extent of amount up to and not exceeding Indian Rupees _____ [Total Value] on behalf of M/s _____ [Insert name of the selected EPC Contractor/ RTS Vendor] at any time up to ..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the EPC Contractor/ RTS Vendor.

Any such demand made by APDISCOM on the Insurer shall be conclusive and binding notwithstanding
any difference between the APDISCOM and the EPC Contractor/ RTS Vendor 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 APDISCOM and further agrees that the guarantee herein contained shall be enforceable till APDISCOM discharges this guarantee.

APDISCOM 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 performance of the Contract by the EPC Contractor/ RTS Vendor 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, APDISCOM 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 EPC Contractor/ RTS Vendor, 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 Agreement between APDISCOM and EPC Contractor/ RTS Vendor or any other course or remedy or security available to APDISCOM.

The Insurer shall not be released of its obligations under these presents by any exercise by APDISCOM of its liberty with reference to the 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 APDISCOM or any other indulgence shown by APDISCOM or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

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

The Insurer hereby agrees and acknowledges that the APDISCOM shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by APDISCOM, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to APDISCOM.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [Insert name of the EPC Contractor/ RTS Vendor] and/ or any other person. The Insurer shall not require APDISCOM to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against APDISCOM in respect of any payment made hereunder.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

The Insurer acknowledges that this Insurance Surety Bond is not personal to APDISCOM and may be assigned, in whole or in part, (whether absolutely or by way of security) by APDISCOM to any entity to whom APDISCOM is entitled to assign its rights and obligations under the RfS.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to INR ……. (Indian Rupees …… only) and it shall remain in force up to and including ..... and shall be extended from time to time for such period, as may be desired by M/s .....[EPC Contractor/ RTS Vendor's Name] on whose behalf this Insurance Surety Bond has been given.

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

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer stamp)

Email id of the Branch for confirmation of this Bond: ……

Power of Attorney No. .....

Date.....

Witness:

1. .....
(Signature)

.....
(Name)

.....
(Official Address)

2. .....
(Signature)

.....
(Name)

.....
(Official Address)

Notes:
1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

2. APDISCOM shall be the Creditor, the EPC Contractor/ RTS Vendor 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.

3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of EPC Contractor/ RTS Vendor/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – New Mangalore Port Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

PERFORMANCE SECURITY BOND

1. In consideration of the Board of Members of New Mangalore Port Authority, ……, incorporated by the Major Port Authority Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board Members of the Port of New Mangalore Port Authority, its successors and assigns) having agreed to exempt ……., a company registered (CIN: ……) under the provisions of the Companies act 2013, having its registered office at …… (hereinafter called the Bidder/s) from the demand under the terms and conditions of the Contract, vide …… Work Order No ……., Dt ……made between the BIDDERS and the Board for execution of "……." covered under Tender No. ……., dated: …… (hereinafter called "the said contract) for the payment of Performance Guarantee in cash or Lodgement of Government Promissory Loan Notes for the due fulfilment by the said BIDDERS of the terms and conditions of the said Contract, on production of an Insurance Surety Bond for ₹ …… (Rupees …… only) we, ICICI Lombard…… (hereinafter referred to as "Surety Insurer") at the request of the BIDDERS do hereby undertake to pay to ……., New Mangalore Port Authority an amount not exceeding ₹ ……. (Rupees …… only) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the BIDDERS of any of the terms and conditions of the said contract.

2. We, ICICI Lombard……. (Name of Surety Insurer) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the BIDDERS of any of the terms and conditions of the said contract or by reason of the BIDDERS failure to perform the said contract. Any such demand made on the Surety Insurer shall be conclusive as

regards the amount due and payable by the Surety Insurer under this Guarantee However, our liability under this guarantee shall be restricted to any amount not exceeding ₹ ……. (Rupees …….. only).

3. We, ICICI Lombard……. (Name of Surety Insurer) undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.

4. We, ICICI Lombard……. (Name of Surety Insurer) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the ……. Department of New Mangalore port Authority certifies that the terms and conditions of the said contract have been fully and properly carried out by the said BIDDERS and accordingly discharge this guarantee
   PROVIDED HOWEVER that the Surety Insurer shall be at the request of the Board but at the cost of the BIDDERS, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We ICICI Lombard……. (Name of Surety Bond) further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said BIDDERS from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said BIDDERS and to forebear or enforce any of the terms

and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the BIDDERS or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the BIDDERS or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Surety Insurer or the Bidder(s).

Notwithstanding anything to the contrary contained in any law for the time being in force or surety insurer practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be attained by the Surety Insurer. Any invocation of guarantee can be made only by the beneficiary directly

It is also hereby agreed that the Courts in …….. would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

6. We ICICI Lombard…….. (Name of Surety Insurer) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

7. “Notwithstanding anything contained herein:

c) Our liability under this Insurance Surety Bond shall not exceed ₹ ……. (Rupees …… only)
c) This Insurance Surety Bond shall be valid up to _____; and
c) We are liable to pay the guarantee amount or any part thereof under this Insurance Surety Bond only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).”

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Date _____day of _____ 2025

For, ICICI Lombard…….

(Name)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – NICDIT Zaheerabad Industrial Smart City Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Format of Insurance Surety Bond for Bid Security

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:.....

(Name of Contract)

To:

(Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above-named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of ..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto ..... (a Govt. of India Enterprises) (hereinafter called "the Employer") for the sum of ..... (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.
    a. fails or refuses to sign the Contract Agreement when required, or
    b. fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to

the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the. ..... (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance
Company

_____

_____

in the capacity of

_____

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id. Staff Authority No. of the officer of the Insurance Company/Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR BID SECURITY

1. Insurance Surety Bond for Bid Security should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Bid Security shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

3. Each page of the Insurance Surety Bond for Bid Security shall be duty signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance
   Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Signature block. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety Bond for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – NICDIT Zaheerabad Industrial Smart City Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

ANNEXURE-B

SURETY BOND

To : _____ (Name of the Employer)

_____ (Address of the Employer)

Whereas _____ (Name & Address of the Contractor)
(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____dated _____ to execute _____ [Name of Contract brief description of Works] (hereinafter called "the Contract").

WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an insurance surety bond issued by an insurance company regulated by IRDAI for the sum specified therein as security for compliance with his obligations in accordance with the Contract "

WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee] 1 _____ [in words], such sum being payable in the types proportions of currencies in which the Contract Price is payable, we undertake to pay you, upon your first written demand ;without cavel or argument, any sum or ;sums within the limits of _____ [amount of guarantee]1 as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demand the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of the Contract documents which may be made between you and the Contractor in any way release us from any liability under this guarantee, we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until XX days from the date of expiry of the Defects Liability period

Signature seal of the Guarantor _____

Name of Insurance company _____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Address _____

Date _____

1. An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalanced Bids, if any denominated in Indian Rupees.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – NLC India Limited/ NLC India Green Energy Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

ANNEXURE – G

Format of Insurance Surety Bond Towards Bid Security

(Non-Judicial Stamp Paper/e- stamp paper of appropriate value as per stamp Act)

Insurance Surety Bond No…… Date…….

Ref: Tender No:

To
General Manager/Contracts,
Corporate Office, Block-1,
Neyveli - 607 801, Cuddalore Dist., Tamil Nadu, India.

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. **……** M/s. **……** having its Registered/ Head Office at **……** (hereinafter called the 'Bidder') wish to participate in the said bid for ……..

As an irrevocable Insurance Surety Bond against Bid Security for an amount of Rs……. (Rupees ……. Only) valid for **……** days from …….. required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the …… (Name & address of the Insurer)…….....having our Head Office at ……(#)..... guarantee and undertake to pay immediately on demand by NLC India Limited(NLCIL) hereinafter called the 'Employer'/'Purchaser') the amount without any reservation, protest, demand and recourse. Any such demand made by the 'Employer'/'Purchaser' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto ..... (@)..... if any further extension of this Insurance Surety Bond 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 Insurance Surety Bond is issued.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

In witness whereof the Insurer, through its authorised officer has set its hand and stamp on this ….. day of ……..20 ……. at ……

Signature :
Name:
Designation with Issuer Stamp:
Authorised vide Power of Attorney No……..
Date……

NOTE:
1) (*) The amount shall be as specified in the Bid Data Sheets.
(**) This shall be the date of opening of Techno-Commercial bids.
(#) Complete mailing address of the Head Office of the Insurer to be given.
(@) This date shall be forty-five (45) days after the last date for which the bid is valid.

2) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/ e- stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5) While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – NLC India Limited/ NLC India Green Energy Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

ANNEXURE – I

Form of Insurance Surety Bond towards Delivery of Materials (To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date:

To

NLC India Green Energy Limited (NIGEL),

Corporate Office, Block-1

Neyveli-607 801,

Cuddalore Dist, Tamil Nadu, India.

Dear Sirs,

Pursuant to a purchase order No……..with M/s……concluded with you on ……(P.O. date) the aforementioned firm undertook to deliver the following:

S.No	Description	Qty	Value

We, the undersigned (Name & Address of the Insurer) ……having our Head Office at (Local Address) …… herewith assume the Insurance Surety Bond for the fulfillment of the purchase order obligations, in accordance with the stipulations of the above mentioned purchase order entered into by and between you as buyer and M/s. ……as Seller, to the amount of Rs……(Rupees ……only) viz., 3% of the purchase order value and we irrevocably undertake to pay you upon your first demand, without any demur and without referring to any other source, the above sum or part thereof provided you advise us that M/s. …… have failed to fulfill the terms and conditions of purchase order including the delivery obligations stipulated therein. We also declare that any such demand made on us by you shall be conclusive and binding on us, notwithstanding any difference or dispute between yourself and the seller.

The PURCHASER 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 of performance by the SELLER. The Insurer shall not be released from its liabilities under these presents by any exercise of the PURCHASER of the liberty with reference to the matter aforesaid.

The PURCHASER 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 SELLER 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 purchase order between the PURCHASER and the SELLER or any other course of remedy or security available to the PURCHASER and the insurer shall not be released of its obligations/liabilities under these presents by any exercise by the PURCHASER of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on the part of PURCHASER or any other indulgence shown by the Purchaser or by

any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurance Surety Bond. The insurer further undertakes not to revoke this Insurance Surety Bond during its currency without the previous consent of the PURCHASER.

The PURCHASER shall have the fullest liberty to lodge their claims for encashment of the guaranteed sum in full or in part, in the manner suitable to them. However, payment made for a sum lesser than the guaranteed amount shall not relieve or discharge the insurer from their obligations guaranteed hereunder till the purchase order obligations are fully performed by the SELLER or the Insurance Surety Bond is discharged by the PURCHASER as the case may be and the Insurance Surety Bond shall continue to be in force till such time.

The insurer further agrees that the decision of the PURCHASER as to the failure on the part of the SELLER to fulfill their obligations and/or as to the amount payable by the insurer to the PURCHASER hereunder shall be final, conclusive and binding on the insurer.

The insurer also agrees that the purchaser shall be entitled at his option to enforce this Insurance Surety Bond against the insurer as a principal debtor, in the first instance not withstanding any other security or Insurance Surety Bond that it may have, relating to the SELLER'S liabilities.

This Insurance Surety Bond will not be discharged due to the change in the constitution of the insurer or the SELLER (S).

In accordance with the stipulation of the clause of the instructions appended to the purchase order, this Insurance Surety Bond will become invalid after completion of supplies or as soon as this letter of Insurance Surety Bond has been returned to us, at the latest, however, on……..(here mention the period or due date) unless a claim has been lodged against us under our Insurance Surety Bond until that date. This Insurance Surety Bond shall be extended from time to time for such period as may be desired by M/s……. on whose behalf this Insurance Surety Bond has been given.

In any case, our liability under this Insurance Surety Bond of performance does not exceed Rs. ……

This Insurance Surety Bond deed must be returned to us upon expiration of the period of Insurance Surety Bond.

Witnesses:

3. Signature:
   Name in Block Letters

Signature:
Name in Block Letters

Occupation

Designation

Address

4. Signature
   Name in Block Letters

   Occupation

   Address

****

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - NLC India Renewables Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

ANNEXURE – I Format of Insurance Surety Bond Towards Bid Security

(Non-Judicial Stamp Paper/e- stamp paper of appropriate value as per stamp Act)

Insurance Surety Bond No……

Date…….

Ref: Tender No:

To NLC India Renewables Limited(NIRL)

Corporate Office, Block-1,

Neyveli - 607 801, Cuddalore Dist., Tamil Nadu, India.

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. ……
M/s…….. [Bidder's Name]…….having its Registered/ Head Office at (hereinafter called the 'Bidder') wish to participate in the said bid for…….
……..

As an irrevocable Insurance Surety Bond against Bid Security for an amount of ……(*)……..valid for.....days from…… ……..(**) …… required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the …… (Name & address of the Insurer) ……..having our Head Office at ……(#)..... guarantee and undertake to pay immediately on demand by NLC India Renewables Limited(NIRL) hereinafter called the 'Employer'/'Purchaser') the amount without any reservation, protest, demand and recourse. Any such demand made by the 'Employer'/'Purchaser' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof. This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto..... (@)..... if any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ……(Bidder „s Name)…….on whose behalf this Insurance Surety Bond is issued.

In witness whereof the Insurer, through its authorised officer has set its hand and stamp on this ….. day of ……..2025 …….. at ……

Signature :

Name :

Designation with Insurer Stamp :

Authorised vide Power of Attorney: No…….. Date……

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

NOTE:

1) (*) The amount shall be as specified in the Bid Data Sheets.

(**) This shall be the date of opening of Techno-Commercial bids.

(#) Complete mailing address of the Head Office of the Insurer to be given.

(@) This date shall be forty-five (45) days after the last date for which the bid is valid.

2) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5) While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

****

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - NLC India Renewables Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form of Insurance Surety Bond towards Performance Security

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

Insurance Surety Bond No.: _____

Date: _____

To

_____

_____

Dear Sirs,

1.0 In consideration of the NLC India Renewables Limited (Hereinafter referred to as the 'Owner'/Purchaser/Client which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s[Consultant'sName]..... with its Registered/Head Office at ..... (Hereinafter referred to as the 'Consultant/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 Purchase Order /Work order No .....dated and the same having been unequivocally accepted by the consultant/Contractor resulting into a Contract/Work order bearing No..... dated ....., valued at ..... for.....and the consultant having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(*)% (XX percent) of the said value of the Contract to the Owner.

2.0 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 Owner/purchaser, on demand any and all amount payable by the consultant to the extent of .....(*)..... as aforesaid at any time up to ..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the Owner on the Insurer shall be conclusive and binding notwithstanding any difference between the Owner and the consultant 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 Owner and further agrees that the guarantee herein contained shall be enforceable till the Owner discharges this guarantee.

3.0 The Owner 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 performance of the Contract by the Consultant 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 Owner 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 consultant, 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 consultant or any other course or remedy or security available to the Owner.

4.0 The Insurer shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the 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, but for this provision, have the effect of relieving the Insurer.

5.0 The Insurer also agrees and undertakes that the Owner at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the consultant and notwithstanding any security or other guarantee that the Owner may have in relation to the Consultant's liabilities.

6.0 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 .....{Consultant's Name} on whose behalf this Insurance Surety Bond has been given.

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

WITNESS:

1. .....
(Signature)
.....
(Name)
.....
(Official Address)

2. .....
(Signature)
.....
(Name)
.....
(Official Address)

2. .....
(Signature)
.....
(Name)
.....
(Designation with Insurer Stamp)

Authorized Vide Power of Attorney
No.....
Date.....

Notes:

1. (*) This sum shall be ___ percent (XX%) of the Contract Price.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

3. The Owner shall be the Creditor, the Consultant 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 should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Consultant/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, the Consultant is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Consultant is required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - NTPC Green Energy Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

7B. Form of Insurance Surety Bond towards Bid Security
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.
.....
Date.....

To

NTPC Green Energy Limited .
Contract Services, 4th Floor,

NTPC Energy Technology Research Alliance Complex,

E-3, Ecotech-II, Udyog Vihar, Greater Noida,

Gautam Budh Nagar, U.P PIN-201306

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. **……**M/s..... [Bidder's Name] ..... having its Registered/Head Office at ..... (hereinafter called the 'Bidder') wish to participate in the said bid for **……(project details)……**

As an irrevocable Insurance Surety Bond against Bid Security for an amount of .....(*)..... valid for..... days from.....(**)..... required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the ..... [Name & address of the Insurer] .....having our Head Office at ..... (#) ..... guarantee and undertake to pay immediately on demand by **NTPC Green Energy Limited** (hereinafter called the 'Employer') the amount of .....(*).....without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto.....(@)..... If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ....[Bidder's Name]..... on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this ..... day of ..... 20 ..... at.....

.....
(Signature)
.....
(Name)
.....
(Designation with Insurer Stamp)

Authorised Vide Power of Attorney No.....

Date.....

NOTE : 1. (*) The amount shall be as specified in the SPC.
(**) This shall be the date of opening of Techno-Commercial bids.
(#) Complete mailing address of the Head Office of the Insurer to be given.
(@) This date shall be forty five (45) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

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 guarantee.

5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - NTPC Green Energy Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

9B. Form of Insurance Surety Bond towards Performance Security
(For First, Second and Third Contract)

(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 the ..... *[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 M/s..... *[Contractor's Name]*..... 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 Employers Notification of Award No. ..... dated..... and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No..... dated....., valued at ..... for ..... 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 Employer.

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 up to .....(@)..... *[days/month/year]* without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the 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 performance of the Contract by the Contractor 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 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 Employer and the Contractor 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 by the Employer of its liberty with reference to the 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.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractors 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 .....*[Contractor's Name]*..... on whose behalf this Insurance Surety Bond has been given.

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

WITNESS :

1 ....

(Signature) (Signature)

....

(Name) (Name)

....

(Official Address) (Designation with Insurer Stamp)

Authorised vide Power of Attorney No.....

Date.....

2 .....

(Signature)

.....

(Name)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

……

(Official Address)

Notes :

1. (*) This sum shall be Ten percent (5%) of the Contract Price.

   (@) This date will be ninety (90) days beyond the Supply Completion period (for First/ Second Contracts) as specified in relevant clause of SPC.

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 Contractor 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 should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/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/ / Payment on Order Instrument Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - NTPC Rajasthan Green Energy Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

2B. Form of Insurance Surety Bond towards Bid Security (Rev 01)

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

Insurance Surety Bond No. ….....
Date.....

To
NTPC Rajasthan Green Energy Limited
_____
_____

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No _____.

M/s _____ having its Registered/Head Office at _____ (hereinafter called the 'Bidder') wish to participate in the said bid for _____.

As an irrevocable Insurance Surety Bond against Bid Security for an amount of INR _____/- (Indian Rupees _____only), valid for XXX days from DD/MM/YYYY required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the ..... *[Name & address of the Insurer]* .....having our Head Office at..... (#) ..... guarantee and undertake to pay immediately on demand by Rajasthan Green Energy Limited *(hereinafter called the 'Employer')* the amount of INR _____/- (Indian Rupees _____only) without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto DD/MM/YYYY.If any further extension of this Insurance Surety Bond 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 Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....
.....

(Signature)
.....

(Name)
.....
(Designation with Insurer Stamp)

Authorised Vide
Power of Attorney No.....
Date.....

NOTE: 1. (*) The amount shall be as specified in the Bid Data Sheets. (**) This shall be the date of opening of Techno-Commercial bids.
(#) Complete mailing address of the Head Office of the Insurer to be given.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(@) This date shall be forty five (45) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – NTPC Renewable Energy Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

2C. Form of Insurance Surety Bond towards Bid Security

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

Insurance Surety Bond No. .....

Date.....

To

NTPC Renewable Energy Limited

NTPC REL Office

4th Floor, NETRA Building

E-3, Ecotech-II, Udyog Vihar, Greater Noida

Gautam Buddha Nagar, Uttar Pradesh, India, PIN – 201306

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. XXXXXXXXXXXX, M/s.....[*Bidder's Name*..…….. having its Registered/ Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said bid for XXXXXXXXXXXXX.

As an irrevocable Insurance Surety Bond against Bid Security for an amount of .....(*)……. valid for..... days from.....(**)…… required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the ..... *[Name & address of the Insurer]*.....having our Head Office at ..... (#)……. guarantee and undertake to pay immediately on demand by **NTPC Renewable Energy Limited** *(hereinafter called the 'Employer')* the amount of.....(*)……without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto.....(@)……. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ....*[Bidder's Name]*..……. on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp onthis..... day of ..... 20..... at.....

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Authorised Vide Power of Attorney

No.....

Date.....

NOTE: 1. (*) The amount shall be as specified in the Bid Data Sheets.

(**) This shall be the date of opening of Techno-Commercial bids.

(#) Complete mailing address of the Head Office of the Insurer to be given.

(@) This date shall be forty-five (45) days after the last date for which the bid is valid.

6 The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

7 The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

8 The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/estamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

9 While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – NTPC Renewable Energy Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form of Insurance Surety Bond towards Performance Security (For First, Second & Third Contract)

(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 the ..... *[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 M/s..... *[Contractor's Name]*..... 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 Employer's Notification of Award No. ..... dated..... and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing

No..... dated....., valued at ..... for ..... 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 Employer.

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 up to .....(@)..... *[days/month/year]* without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the 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 performance of the Contract by the Contractor 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 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 Employer and the Contractor 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 by the Employer of its liberty with reference to the 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.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's 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 .....*[Contractor's Name]*..... on whose behalf this Insurance Surety Bond has been given.

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

WITNESS :

3 ……
(Signature)

……
(Name)

……
(Official Address)

……
(Signature)

……
(Name)

……
(Designation with Insurer Stamp)

Authorised vide Power of Attorney No……

Date……

4 ……
(Signature)

……
(Name)

……
(Official Address) **Notes :**

1. (*) This sum shall be Ten percent (10%) of the Contract Price.

(@) This date will be ninety (90) days beyond the Defect liability period (for First/ Second Contracts) and ninety (90) days beyond the O&M Period (for Third Contract) as specified in relevant clause of SCC.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

3. The Employer shall be the Creditor, the Contractor 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 should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/Insurer issuing the Insurance Surety Bond.

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.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – NTPC Vidyut Vyapar Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

2a. Form of Insurance Surety Bond towards Bid Security

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

Insurance Surety Bond No……..

Date……....

To,

NTPC Limited, (CS)

6th Floor, Engineering Office Complex,

Plot A-BA, Sector 24, Noida-201301,

Distt. Gautam Budh Nagar,

State of U.P., India

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No……., M/s …… having its Registered/Head Office at …… (hereafter called the 'Bidder) wish to participate in the said bid for EPC PACKAGE FOR ……..PROJECT.

As of an irrevocable Insurance Surety Bond against Bid Security for an amount of ……(*)……. valid for 225 days from ……..(**)……required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the…… [Name & address of the Insurer] ……having our Head Office at ……(#)…… guarantee and undertake to pay immediately on demand by NTPC VIDYUT VYAPAR NIGAM Limited (hereafter called the Employer') the amount of ……(*)…… without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto ……..(@)……If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s…….. [Bidder's Name]…….. on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this…… day of 20……. At…….

(Signature)

(Name)

(Designation with Insurer Stamp)

Authorised Vide Power of Attorney No.

Date.

NOTE:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

1. (*) The amount shall be as specified in the Bid Data Sheets,
   (**) This shall be the date of opening of Techno-commercial bids.

   (#) Complete mailing address of the Head Office of the Insurer to be given.

   (@) This date shall be forty five (45) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – NTPC Vidyut Vyapar Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form of Insurance Surety Bond towards Performance Security

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

Insurance Surety Bond No. .....

Date.....

To,

[BIA's Name & Address]

Dear Sirs,

In consideration of the ..... [BIA's Name] (Hereinafter referred to as the 'BIA' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Contractor's Name] ..... 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 BIA's Notification of Award No. ..... dated..... and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No..... dated....., valued at ..... for 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 BIA.

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 BIA, on demand any and all amount payable by the Contractor to the extent of .....(*) as aforesaid at any time up to.....(@) .....[days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the BIA on the Insurer shall be conclusive and binding notwithstanding any difference between the BIA 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 BIA and further agrees that the guarantee herein contained shall be enforceable till ninety (XX) days after expiry of its validity.

The BIA 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 performance of the Contract by the Contractor 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 BIA 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 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 BIA and the Contractor or any other course or remedy or security available to the BIA. The Insurer shall not be released of its obligations under these presents by any exercise by the BIA of its liberty with reference to the 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 BIA or any other indulgence shown by the BIA or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

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

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

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 .....[Contractor's Name} ..... on whose behalf this Insurance Surety Bond has been given.

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

WITNESS:

1. ....

(Signature) (Signature)

....

(Name) (Name)

....

(Official Address) (Designation

With Bank Stamp)

Authorized Vide Power of Attorney No.....

2.

.....

(Signature)

Date.....

(Name) .....

(Official Address) .....

Notes: 1. (*) This sum shall be three percent (XX%) of the Contract Price.

(@) This date will be ninety (XX) days beyond the Defect liability period as specified in the Contract.

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 BIA shall be the Creditor, the Contractor 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 should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

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.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Advance Bond – Nuclear Power Corporation of India Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

ADVANCE PAYMENT

Insurance Surety Bond No. _____

Dated _____

NUCLEAR POWER CORPORATION OF INDIA LIMITED

_____

_____

(D) WHEREAS on or about the _____day of 20___ M/S_____ a Company registered under the Companies Act 1956 and having its registered office at (hereinafter referred to as 'The Contractor') entered into an agreement bearing No. _____(hereinafter referred to as 'The Contract'), with Nuclear Power Corporation of India Limited (A Government of India Enterprise) acting through Executive Director, Contracts Material Management (hereinafter referred to as (Purchaser) for _____ (hereinafter referred to as 'The Equipment').

(D) AND WHEREAS under the terms & conditions of the contract an amount of Rs. _____ (Rupees_____only) representing _____ per cent advance payment out of a contract value of Rs_____ (Rupees _____ only) as per Clause No._____ of the Contract is to be paid by the Purchaser to the Contractor.

(D) AND WHEREAS the Purchaser has agreed in pursuance of the said terms and conditions of the contract to make an advance payment of Rs. _____ (Rupees _____ only) to the Contractor on the Contractor furnishing an irrevocable and unconditional Insurance Surety Bond by Insurance Company in the manner herein contained.

(D) We, _____ through our branch at_____ (hereinafter referred to as "The Insurance Company"), have agreed to furnish this Insurance Surety Bond (hereinafter called the "Guarantee") for the Guarantee Amount.

NOW, THEREFORE, the Insurance Company hereby, unconditionally and irrevocably guarantees and affirms as follows:

1. NOW WE, the _____ (the "Insurance Company") in consideration of the purchaser having agreed to pay to the contractor an advance payment of Rs._____ (Rupees _____ only) do hereby agree and undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of a sum not exceeding the said sum of Rs._____ (Rupees _____ only) against any damage or loss that may be suffered by the Purchaser by reason of non-fulfilment of any of the terms and conditions of the contract by the Contractor.
2. We,_____(the "Insurance Company") hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid amount due and payable under this guarantee, and agrees and undertakes to pay to the Purchaser, merely on demand from on behalf of Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Contractor (s) of any of the terms and conditions contained in the said agreement or by reason of the Contractor (sys failure to perform the said agreement, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Purchaser shall claim, without the Purchaser being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein. Any such demand made on the Insurance Company shall be conclusive, final and binding on the Insurance Company as regards the amount due and payable by Insurance company under this guarantee. However, our liability under this guarantee, shall be restricted to- an amount not exceeding Rs._____ (Rupees _____ only).

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

3. The Insurance Company further agrees that the decision of the Purchaser as to whether the Contractor has committed breach of any such terms and conditions of the contract or not and as to the amount of damages or loss assessed by the said Purchaser as damage or loss suffered by the Purchaser on account of such breach shall be final and binding on us.
4. The Insurance company declares that this insurance surety bond is issued by the _____ (the "Insurance Company") as per the applicable rules and regulations of insurance regulatory development authority of India(IRDA), and also agrees that the purchaser as its option shall be entitled to enforce this surety against the insurance company as a principal debtor, in the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the purchaser may have in relation to the Contractor's liabilities.
5. We undertake to pay to the Purchaser any money so demanded not withstanding any dispute or disputes raised by the Contractor (s) in any suit or proceeding pending before any Court or Tribunal, Arbitrators or any other body relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor (s) shall have no claim against us for making such payment.
6. In order to give effect to this Insurance Surety Bond, the Purchaser shall be entitled to act as if the Insurance Company were the principal debtor and any change in the constitution of the Contractor and/or the Insurance Company shall not in any way or manner affect the liability or obligation of the Insurance Company under this Guarantee.
7. It shall not be necessary, and the Insurance Company hereby waives any necessity, for the Purchaser to proceed against the Contractor before presenting to the Insurance Company its demand under this Guarantee.
8. WE_____ (the Insurance Company) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extent time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor and to forbear or enforce any of the terms and conditions relating the said agreement and we shall not be relieved form our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of relieving us.
9. This Insurance Surety Bond is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Purchaser in respect of or relating to the Advance Payment.
10. Notwithstanding anything contained herein before, the liability of the Insurance Company under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 11 below and unless a demand or claim in writing is made by the Purchaser on the Insurance Company under this Guarantee, all rights of the Purchaser under this Insurance Surety Bond shall be forfeited and the Insurance Company shall be relieved from its liabilities hereunder.
11. The Insurance Surety Bond shall cease to be in force and effect on_____. Unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Insurance Company shall be discharged from its liabilities hereunder.
12. The Insurance Company undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Purchaser in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Insurance Company.
13. Any notice by way of request, demand or otherwise hereunder shall be sent by Courier/post/ email addressed to the Insurance Company at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at that time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Purchaser that the envelope was so posted shall be conclusive.
14. Notwithstanding anything contrary contained in any law for the time being in force or Insurance Industry practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained

by the Insurance Company. Any invocation of the guarantee can be made only by the beneficiary directly.

15. This Insurance Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 11 above or until it is released earlier by the Purchaser pursuant to the provisions of the Contract.
Signed and sealed this _____day of ……20…….. at……..

SIGNED, SEALED AND DELIVERED
For and on behalf of Insurance Company by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address) (Email)
Notes:

(i) The Insurance Surety Bond should contain the name, designation and code number of the officer(s) signing the Insurance Surety Bond.

(ii) The Address, telephone number, email ID and other detail of the head of the Insurance Company as well as issuing branch should be mentioned on the covering letter of issuing branch.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Numaligarh Refinery Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

PROFORMA FOR SURETY BOND FOR BID SECURITY / EARNEST MONEY DEPOSIT

(***To be executed on non-judicial stamp paper of appropriate value***)

Ref…… Surety Bond No…….

To,

Chief General Manager (Commercial)
Numaligarh Refinery Limited,
Pankagrant, PO: Numaligarh Refinery Project,
Dist-Golaghat (Assam), India, PIN-
785699

Dear Sir (s)

In consideration of you, Numaligarh Refinery Limited, having its office at [122A, G.S. Road, Christianbasti Guwahati -781005] (hereinafter referred to as the "**NRL**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [***insert name of the Bidder***] having its registered office at [***insert address of the Bidder***] (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns) in relation to [***insert Tender Name***] pursuant to Bidding Documents bearing Reference Number [***insert Tender number***] (hereinafter collectively referred to as "**Bidding Documents**"), we [***insert name of the insurer***] having our registered office at [***insert registered address of the insurer***] and one of its branches at [***insert relevant branch address of the insurer***] (hereinafter referred to as the "**Surety Insurer**" which expression shall include its successors and assigns), at the request of the Bidder, do hereby in terms of the Bidding Documents, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents by the said Bidder and unconditionally and irrevocably undertake to pay NRL forthwith on first demand without any demur, reservation, recourse, contest, protest or proof or satisfaction or condition and without reference to the Bidder, an amount of Rs. [***insert amount***] (hereinafter referred to as the "**Surety Bond**") as and by way of [Bid Security/ EMD] as our primary obligation if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. This Surety Bond shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by the NRL on the Surety Insurer until the NRL discharges this Surety Bond subject, however, that the NRL shall have no claims under this Surety Bond after [***insert time and date including at least eight months from the final bid submission date, plus three months' claim period***] or any written extension(s) thereof.

2. In order to give full effect to this Surety Bond, NRL shall be entitled to treat the Surety Insurer as the principal debtor. NRL shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acknowledgement of Letter of Acceptance by the Bidder

or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to NRL, and the Surety Insurer shall not be released from its liability under these presents by any exercise by NRL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of NRL or any indulgence by NRL to the said Bidder or by any change in the constitution of NRL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

3. It shall not be necessary for the NRL to proceed against the Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Bidder to the NRL and notwithstanding that any such security shall at the time when claim is made against the Surety Insurer or proceedings taken against the Surety Insurer hereunder, be outstanding or unrealized.

4. The amount stated by the NRL in any demand, claim or notice made with reference to this Surety Bond shall as between the Surety Insurer and the NRL for the purpose of this Surety Bond be final, conclusive and binding of the amount payable by the Surety Insurer to the NRL hereunder.

5. The liability of the Surety Insurer to the NRL under this Surety Bond shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Bidder and the NRL, the Bidder and the Surety Insurer and/or the Surety Insurer and the NRL or otherwise howsoever related to this Surety Bond or the liability of the Bidder to the NRL, and notwithstanding the existence of any instructions or purported instructions by the Bidder or any other person to the Surety Insurer not to pay or for any cause withhold or defer payment to the NRL under this Surety Bond, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Surety Insurer shall be and remain liable to make payment to the NRL in terms thereof.

6. We, the Surety Insurer, further agree that NRL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of NRL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between NRL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

7. This Surety Bond shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Bidder or any change in the legal constitution of the Surety Insurer or the NRL.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Surety Insurer and sent by courier or by registered mail or via email to the Surety Insurer at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us, addressed to name of Surety Insurer *along with branch address* and delivered at our above branch and/or via email to: [***insert email ID***] which shall be deemed to have been duly authorized to receive the said notice of claim.

10. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of NRL in writing.

11. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

12. This Surety Bond issued by the us is in full compliance with applicable laws including the guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI), as amended from time to time.

13. This Surety Bond is for the benefit of NRL and its successors and assigns. This Surety Bond is binding not only on the Surety Insurer, but also on the Surety Insurer's successors and permitted assigns. The Surety Insurer shall not assign its rights and obligations hereunder to any person, insurer, company or other entity except as permitted by NRL in writing.

14. Notwithstanding anything contained herein: (i) The Surety Insurer's liability under this Surety Bond shall not exceed [***insert amount of Bid Security/ EMD***]; (ii) This Surety Bond shall remain in force until [***insert***]; (iii) this Surety Bond shall have additional claim period of [***three***] months thereafter; and (iv) the Surety Insurer is liable to pay the Surety Bond amount or any part thereof under this Surety Bond only if NRL serves upon the Surety Insurer a written claim or demand upon the Surety Insurer or any branch thereof on or before the aforesaid claim period.

Signed and sealed this [●] day of [●], [●] at [●].

SIGNED, SEALED AND DELIVERED

For and on behalf of the Surety Insurer by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

----------o----------o----------o----------o----------

Instructions: -

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(a) The surety bond shall be from a Surety Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

(b) The surety bond should contain the name, designation and code number of the officer(s) signing the surety bond.

(c) The address, telephone number, E-mail and other details of the head office of the surety insurer as well as of issuing branch should be mentioned on the covering letter of issuing branch. The letter may also include any web portal link, from where the Surety Bond can be confirmed by the Company.

(d) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Numaligarh Refinery Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

PROFORMA OF SURETY BOND FOR CONTRACT PERFORMANCE SECURITY

(To be executed on non-judicial stamp paper of appropriate value)

Ref..... Guarantee No.....

To,

……

……

Dear Sir (s),

In consideration of you, Numaligarh Refinery Limited, having its office at …… (hereinafter referred to as the "**NRL**", which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having awarded the Contract to **……..** having its registered office at …… (hereinafter referred to as the "**Contractor**", which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns) in relation to **……** pursuant to the Contract Agreement bearing Reference Number **……. *Dated* ……..** (hereinafter collectively referred to as "**Contract Documents**"), we [***insert name of the Guarantor***] having our registered office at [***insert registered address of the Guarantor***] and one of its branches at [***insert relevant branch address of the Guarantor***] (hereinafter referred to as the "**Guarantor**", which expression shall include its successors and assigns), at the request of the Contractor, do hereby irrevocably, unconditionally, and without reservation guarantee the due and faithful performance, discharge, and compliance of all terms, conditions, and obligations under the Contract Documents by the said Contractor and unconditionally undertake to pay NRL forthwith on first demand without any demur, reservation, recourse, contest, protest, or proof of satisfaction or condition, and without reference to the Contractor, an amount of **Rs. …… (Rupees …….. only)** (hereinafter referred to as the "**Guarantee Amount**") as our primary obligation if the Contractor shall fail to perform, discharge, or comply with any of the terms, conditions, or obligations contained in the said Contract Documents.

NOW, THEREFORE, the Guarantor hereby unconditionally and irrevocably guarantees and affirms as follows:

1. This Performance Guarantee (hereinafter referred to as the "**Guarantee**") shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by the NRL on the Guarantor until the NRL discharges this Guarantee, subject however that the NRL shall have no claims under this Guarantee after **……..** or any written extension(s) thereof.

2. In order to give full effect to this Guarantee, NRL shall be entitled to treat the Guarantor as the principal debtor. NRL shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee from time to time to vary any of the terms and conditions

contained in the said Contract Documents or to extend time for performance of the Contract or the validity period of the Performance Guarantee or the period for compliance with any obligations by the Contractor or to postpone for any

time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Contract Documents or the securities available to NRL, and the Guarantor shall not be released from its liability under these presents by any exercise by NRL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of NRL or any indulgence by NRL to the said Contractor or by any change in the constitution of NRL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to Guarantee would but for this provision have the effect of releasing the Guarantor from its such liability.

3. It shall not be necessary for the NRL to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against the Guarantor as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Contractor to the NRL and notwithstanding that any such security shall at the time when claim is made against the Guarantor or proceedings taken against the Guarantor hereunder, be outstanding or unrealized.

4. The amount stated by the NRL in any demand, claim or notice made with reference to this Guarantee shall as between the Guarantor and the NRL for the purpose of this Guarantee be final, conclusive and binding of the amount payable by the Guarantor to the NRL hereunder.

5. The liability of the Guarantor to the NRL under this Guarantee shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the NRL, the Contractor and the Guarantor and/or the Guarantor and the NRL or otherwise howsoever related to this Guarantee or the liability of the Contractor to the NRL, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Guarantor not to pay or for any cause withhold or defer payment to the NRL under this Guarantee, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Guarantor shall be and remain liable to make payment to the NRL in terms thereof.

6. We, the Guarantor, further agree that NRL shall be the sole judge to decide as to whether the Contractor is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the aforesaid Contract Documents and the decision of NRL that the Contractor is in default as aforesaid shall be final and binding on us, notwithstanding any differences between NRL and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

7. This Guarantee shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Contractor or any change in the legal constitution of the Guarantor or the NRL.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Guarantor and sent by courier or by registered mail or via email to the Guarantor at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Guarantor along with branch address and delivered at our above branch and/or via email to: [***insert email ID***] which shall be deemed to have been duly authorized to receive the said notice of claim.

10. We, the Guarantor, further undertake not to revoke this Guarantee during its currency except with the previous express consent of NRL in writing.

11. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Guarantor.

12. This Guarantee issued by us is in full compliance with applicable laws of India, as amended from time to time.

13. This Guarantee is for the benefit of NRL and its successors and assigns. This Guarantee is binding not only on the Guarantor, but also on the Guarantor's successors and permitted assigns. The Guarantor shall not assign its rights and obligations hereunder to any person, insurer, company or other entity except as permitted by NRL in writing.

14. Notwithstanding anything herein:
    - **a.** The Guarantor's liability under this Guarantee shall not exceed Rs. **……**
    - b. This Guarantee shall remain in force until ……..
    - c. This Guarantee shall have additional claim period of [***XX***] months thereafter; and
    - d. The Guarantor is liable to pay the Guarantee Amount or any part thereof under this Guarantee only if NRL serves upon the Guarantor a written claim or demand upon the Guarantor or any branch thereof on or before the aforesaid claim period.

Signed and sealed this [●] day of [●], [●] at [●].

SIGNED, SEALED, AND DELIVERED

For and on behalf of the Guarantor by:

(Signature) (Name)

(Designation) (Code Number) (Address)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

o o o o

Instructions: -

(d) The surety bond shall be from a Surety Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

(d) The surety bond should contain the name, designation and code number of the officer(s) signing the surety bond.

(d) The address, telephone number, E-mail and other details of the head office of the surety insurer as well as of issuing branch should be mentioned on the covering letter of issuing branch. The letter may also include any web portal link, from where the Surety Bond can be confirmed by the Company.

(d) The Insurance Surety Bond should be on Non- Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Odisha Power Generation Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND TOWARDS BID SECURITY

Insurance Surety Bond No.....

Date.....

To:
Odisha Power Generation Corporation Limited
Zone-A, 7th Floor, Fortune Towers, Chandrasekharpur
Bhubaneswar, Odisha, INDIA, PIN-751023

Dear Sirs,

In accordance with NIT/Invitation for Bids under your Bid Document No. _____, M/s _____ having its Registered/Head Office at _____ (hereafter called the 'Bidder') wish to participate in the said bid for _____[Name of Contract/Work/Package]_____.

As an irrevocable Insurance Surety Bond against Bid Security for an amount of _____(*)_____ valid for _____ days from _____(**)_____ is required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the _____[Name & address of the Insurer]_____ having our Head Office at _____(#)_____ guarantee and undertake to pay immediately on demand by _____[Name of the Employer/Owner]_____ (hereafter called the 'Employer'/'Owner') the amount of _____(*)_____ without any reservation, protest, demand, demur and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to _____(@)_____. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s _____[Bidder's Name]_____ on whose behalf this Insurance Surety Bond is issued.

In witness whereof the Insurer, through its authorised officer, has set its hand and stamp on this _____ day of _____ 20 _____ at _____.

.....
(Signature)
.....
(Name)
.....
(Designation with Insurer Stamp)

Authorised Vide
Power of Attorney No.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Date.....

NOTE:

1. (*) The amount shall be as specified in the RFP/Bid Data Sheets.
   (**) This shall be the date of opening of Techno-Commercial bids.
   (#) Complete mailing address of the Head Office of the Insurer to be given.
   (@) This date shall be ninety (90) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in RFP

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – OIL AND NATURAL GAS CORPORATION LTD.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Proforma of Unconditional and Irrevocable Insurance Surety Bond towards Bid Security (For Indian Bidders) BID BOND

Ref. No.....

Insurance Surety Bond No.…….....

Dated ..…….....

To,

Oil & Natural Gas Corporation Ltd.

_____

_____

Dear Sirs,

1. Whereas Oil & Natural Gas Corporation Ltd. incorporated under the Companies Act, 1956, having its registered office at Deen Dayal Urja Bhawan, 5 Nelson Mendela Marg, Vasant Kunj, New Delhi – 110070 - India and one of its offices at _____ (hereinafter called `ONGC' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. _____ _____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid bearing Reference No..... and Bidder having agreed to furnish , as a condition precedent for participation in the said tender, an unconditional and irrevocable Insurance surety Bond of Indian Rupees (in figures)_____ (Indian Rupees (in words)_____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by ONGC which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We (name of Indian Insurance Company) _____, registered under the laws of India having head/registered office at _____ and registered with Insurance Regulatory and Development Authority of India(IRDAI) (hereinafter referred to as "the Insurer" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by ONGC, the amount of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____ only) in aggregate at any time without any demur and recourse, and without ONGC having to substantiate the demand. Any such demand made by ONGC shall be conclusive and binding on the Insurer and the Insurer shall immediately remit the amount to ONGC in the manner provided at para 7 below irrespective of any dispute or difference raised by the Bidder.

3. The Insurer confirms that this Insurance Surety Bond has been issued with observance of appropriate laws of the country of issue i.e. India.

4. The Insurer also agree that this Insurance Surety Bond shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where NIT has been invited.

5. This Insurance Surety Bond shall be irrevocable and shall remain in force upto _____ which includes thirty days after the period of bid validity and any demand/claim in respect thereof should reach the Insurer (through email or registered post or speed post or courier) on of before_____(Indicate date of expiry of claim period which includes minimum one month period from the date of expiry of this Insurance surety Bond).

6. Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is limited to Indian Rs (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

and this Insurance Surety Bond shall remain in force until …….. (indicate the date of expiry of Insurance Surety Bond)

7. All Claims of ONGC (beneficiary) against this Insurance Surety Bond, shall be remitted by the ……..……..(Insurer's name to be inserted) to the following account of ONGC only through electronic transfer of funds, unless otherwise specifically communicated by ONGC:

Beneficiary Account Name: Oil and Natural Gas Corporation Limited
Bank Name: State Bank of India, Address - Corporate Accounts Group-II, 4th and 5th Floor, Redfort Capital Parsvanath Towers, Bhai Veer Singh Marg, Gole Market New Delhi 110 001 FAX No.011- 23745580
Email: agmib.cag2del@sbi.co.in
Bank Account No.: 30523059388
IFSC Code: SBIN0017313
Account holder name ONGC Ltd
Branch Code : 17313
IFSC Code SBIN0017313
Swift Code SBININBB824

8. Any claim under this Insurance Surety Bond must be received by Insurer on or before _____(Indicate date of expiry of claim period which includes minimum one month period from the date of expiry of this Insurance Surety Bond). If no such claim has been received by us on or before the said date, the rights of ONGC under this Insurance Surety Bond will cease. However, if such a claim has been received by us on or before the said date, all the rights of ONGC under this Insurance Surety Bond shall be valid and shall not cease until Insurer has satisfied that claim.

9. The Insurer hereby agrees to waive rights of subrogation against ONGC and its respective directors, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above.

In witness whereof, the Insurer, through its authorised officer, has set its hand and stamp on this ..... day of ..... at .....

(Signature)

Full name, designation and official address (in legible letters) with Insurer's stamp.

Dated ……

Note:
(i) This Insurance Surety Bond/all further communications relating to the Insurance Surety Bond should be forwarded to following address only:
OIL AND NATURAL GAS CORPORATION LTD.
Central Digital IT Procurement Group,
CPD 8th, FLOOR, SCOPE MINAR BUILDING, CORE-IV, SOUTH BLOCK, LAXMI NAGAR, DELHI-92
(i) Insurance Surety Bond, duly executed as per the above format, is to be enclosed with the offer.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – OIL AND NATURAL GAS CORPORATION LTD.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Proforma of Unconditional and Irrevocable Insurance Surety Bond towards Performance Security (For Indian Bidders)

Ref. No._____
Insurance Surety Bond No _____
Dated_____

To,

Oil & Natural Gas Corporation
_____
_____
India

Dear Sirs,

1. In consideration of Oil & Natural Gas Corporation Limited, incorporated under the Companies Act, 1956, having its Registered Office at Deen Dayal Urja Bhawan, 5 Nelson Mendela Marg, Vasant Kunj, New Delhi - 110070, India and one of its offices at _____ (hereinafter referred to as `ONGC', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a contract No. _____ dated _____ (hereinafter called 'the Contract' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____(hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and ONGC having agreed that the Contractor shall furnish to ONGC a performance guarantee (Unconditional Insurance Surety Bond) for Indian Rupees/US$ ..... for the faithful performance of the entire contract.

2. We (name of Indian Insurance Company) _____ registered under the laws of _____ having head/registered office at _____ and registered with Insurance Regulatory and Development Authority of India(IRDAI) (hereinafter referred to as "the Insurer", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing (through email or registered post or speed post or courier) any /all moneys to the extent of Indian Rs. (in figures) _____ (Indian Rupees(in words)_____) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by ONGC on the Insurer by serving a written notice shall be conclusive and binding, without any proof, on the Insurer as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee (Insurance Surety) herein contained shall be unconditional and irrevocable and shall continue to be enforceable until it is discharged by ONGC in writing. This guarantee (Insurance Surety) shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the Insurer.

3. The Insurer also agrees that ONGC at its option shall be entitled to enforce this Guarantee (Unconditional Insurance Surety Bond) against the Insurer in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that ONGC may have in relation to the Contractor's liabilities.

4. The Insurer further agrees that ONGC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in ONGC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our

liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of ONGC or any indulgence by ONGC to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Insurer further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of ONGC under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till ONGC discharges this Insurance Surety Bond in writing, whichever is earlier.

6. This Insurance Surety Bond shall not be discharged by any change in our constitution, in the constitution of ONGC or that of the Contractor.

7. The Insurer confirms that this guarantee has been issued with observance of appropriate laws of the country of issue ie. India.

8. The Insurer also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed..

9. Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is limited to Indian Rs (in figures) _____ (Indian Rupees (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of Insurance Surety Bond) _____.

10. All Claims of ONGC (beneficiary) against this Insurance Surety Bond, shall be remitted by the ……..……..(Insurer's name to be inserted) to the following account of ONGC only through electronic transfer of funds, unless otherwise specifically communicated by ONGC:

Beneficiary Account Name: Oil and Natural Gas Corporation Limited
Bank Name: State Bank of India, Address - Corporate Accounts Group-II, 4th and 5th Floor, Redfort Capital Parsvanath Towers, Bhai Veer Singh Marg, Gole Market New Delhi 110 001 FAX No.011- 23745580
Email: agmib.cag2del@sbi.co.in
Bank Account No.: 30523059388
IFSC Code: SBIN0017313
Account holder name ONGC Ltd
Branch Code : 17313
IFSC Code SBIN0017313
Swift Code SBININBB824

11. Any claim under this Insurance Surety Bond must be received by us on or before_____ (Indicate date of expiry of claim period which includes minimum one month period from the the expiry of this Insurance Surety Bond). If no such claim has been received by us on or before the said date, the rights of ONGC under this Insurance Surety Bond will cease. However, if such a claim has been received by Insurer on or before the said date, all the rights of ONGC under this Insurance Surety Bond shall be valid and shall not cease until Insurer has satisfied that claim.

12. The Insurer hereby agrees to waive rights of subrogation against ONGC and its respective directors, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above.

In witness whereof, the Insurer, through its authorised officer, has set its hand and stamp on this ..... day of ..... at .....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

---------- (Signature)

Full name, designation and official address (in legible letters) with Insurer's stamp.

Dated ……

Note:

(ii) This Insurance Surety Bond/all further communications relating to the Insurance Surety Bond should be forwarded to following address only:

OIL AND NATURAL GAS CORPORATION LTD.
Central Digital IT Procurement Group, CPD
8th, FLOOR, SCOPE MINAR BUILDING,
CORE-IV, SOUTH BLOCK, LAXMI NAGAR, DELHI-92

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - OIL INDIA LIMITED

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

PROFORMA-G (S)

PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To **M/s OIL INDIA LIMITED,** **CONTRACTS DEPARTMENT,** **DULIAJAN, ASSAM, INDIA,** **PIN-786602**	**Insurance Surety Bond (ISB) No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender No. _____ KNOW ALL MEN BY these presents that we _____ (Name & address of the "Insurer") _____ having our registered office at _____ (hereinafter called " Insurer "), its successors and assignees, unconditionally and irrevocably undertake to pay forthwith to the Company an amount of Rs. .....(Rupees ..... only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the conditions mentioned below or referred in the Tender document in this regards.

Any such written demand made by the Company stating that the Bidder is in default of the due and faithful fulfilment and compliance with the aforesaid conditions shall be final, conclusive and binding on the Surety Insurer

SEALED with the said Insurer this ___ day of _____ 20_____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surely Insurer with any other person.

2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.

3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

4. Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .

b) This Insurance Surety Bond shall remain in force upto _____ and any extension(s) thereof; and

c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of ……(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this _____day of _____ 20__ at _____.

Witness:

.....
.....
(Signature)

.....
.....
(Name)
.....
.....
(Designation & official address)

Issuing Authority:

(Signature of the Authorised Signatory)

(Name)

(Designation with Insurer Stamp)

Authorised Vide
Power of Attorney No.....
Date.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Company shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the “Forwarding Letter” of the Tender.

e) The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Bidder must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Bidder must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - OIL INDIA LIMITED

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

PROFORMA-I (S)

PROFORMA OF "INSURANCE SURETY BOND" FOR "PERFORMANCE SECURITY"

(To be stamped in accordance with the Stamp Act)

To **M/s OIL INDIA LIMITED,** **CONTRACTS DEPARTMENT,** **DULIAJAN, ASSAM, INDIA,** **PIN-786602**	**Insurance Surety Bond (ISB) No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

WHEREAS, (Name and address of Contractor) _____ (hereinafter called "Contractor") had undertaken, in pursuance of Contact No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an Insurance Surety Bond (ISB) as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Insurer) have agreed to give the Contractor such an Insurance Surety Bond; NOW THEREFORE we hereby affirm that we are Insurer on behalf of the Contractor, up to a total of (Amount of ISB in figures) _____ (in words_____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we, undertake to pay you, upon your first written demand and without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this ISB, and we hereby waive notice of such change, addition or modification.
NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

5. The Surety Bond shall not be affected by any change in the constitution or winding up of the ~~Bidder~~ Contractor or the Surety Insurer or any absorption, merger or amalgamation of the ~~Bidder~~ Contractor or the Surely Insurer with any other person.

6. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.

7. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

8. Notwithstanding anything contained herein:

   a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

b) This Insurance Surety Bond shall remain in force upto _____ and any extension(s) thereof; and

c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of ……(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this _____day of _____ 20__ at _____.

Witness:

.....
.....
(Signature)

.....
.....
(Name)

.....
.....
(Designation & official address)

Issuing Authority:

(Signature of the Authorised Signatory)

(Name)

(Designation with Insurer Stamp)

Authorised Vide
Power of Attorney No.....
Date.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSTRUCTIONS FOR FURNISHING "PERFORMANCE SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

i) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

j) The Company shall be the Creditor, the ~~Bidder~~ Contractor 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.

k) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of ~~Bidder~~ Contractor /Insurer issuing the Insurance Surety Bond.

l) The expiry date and values should be arrived at in accordance with instructions provided in the “Forwarding Letter” of the Tender.

m) The Insurance Surety Bond by ~~Bidders~~ Contractors will be given from Insurer as specified in the Tender.

n) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

o) ~~Bidder~~ Contractor must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.

p) ~~Bidder~~ Contractor must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Paradip Port Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form – VIII A: Insurance Surety Bond (For Bid Security/EMD)

Insurance Surety Bond No. Date:
Bond w.e.f date: .....
Valid upto date: .....

From:
.....
Name and Address of the Insurer

Tender No. .....
Work Title: .....

To
.....,
.....,
Paradip Port Authority,
.....

This DEED OF GUARANTEE executed at ..... by ....., ... (Name of the Surety Insurer/Guarantor) having its Head/Registered Office at ..... (Hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

In favour of

The Board of Directors of PPA (Paradip Port Authority) having its office at ..... which expression shall unless it is repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

WHEREAS, M/s ....., a company registered (CIN: .....) under the provisions of the Companies act 2013**,** having its registered office at ..... (hereinafter called "the BIDDER" which expression shall unless it be repugnant to the subject or context of thereof include its executors, administrators, successors and assigns; is submitting the bid for ..... *Tender No..... dt ..... .*

WHEREAS PPA has sought an unconditional and irrevocable Insurance Surety Bond for an amount of Rs. ..... (Rupees ..... only) by way of Security for participation in the tender.

NOW THIS DEED WITNESSETH that in consideration of the premises, we, _____, Surety Insurer hereby guarantees as follows:

i) The bidder shall participate in the tender and shall perform the contract of for Tender no. ..... dt. ..... for ..... in accordance with the bid documents.
i) We, the Guarantor, shall without demur, pay to the PPA an amount not exceeding Rs..... (Rupees ..... only) within ..... (XX) days of receipt of a written demand thereof from the PPA stating that the Successful Bidder has failed to enter into a Contract or to furnish Performance Guarantee as per terms of the Contracts, in respect of which the decision of the Board shall be final and legally binding.
i) The above payment shall be made by us without any reference to the Bidder/Contractor or any other person and irrespective of whether the claim of the Company is disputed by the Bidder/Contractor or not.

i) The EMD in the form of Insurance Surety Bonds, Fixed Deposit Receipt shall be valid and shall remain in force XX days beyond the validity of tender i.e. XXX days from the last date of submission of tender, inclusive of the date (i.e.……..).

i) In order to give effect to this Guarantee, PPA shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Tender/Contract.

i) This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under the guarantee are duly discharged.

i) The Guarantor has power to issue this guarantee, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under the Insurance Surety Bond.

i) It is also hereby agreed that the courts in …… shall have exclusive jurisdiction in respect of claims, if any, under this guarantee.

i) Notwithstanding anything contained herein:

c) Our liability under this Insurance Surety Bond shall not exceed Rs. ……. (Rupees …… only).

c) This Insurance Surety Bond shall be valid up to ……; and

c) We are liable to pay the guarantee amount or any part thereof under this Surety Insurer guarantee only and only if you serve upon us a written claim or demand on or before …… (date of expiry of guarantee).

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first herein above written.

Date:

Place:

(Signature of Authorized person of Insurer)

(Name in Block letters)

(Designation)

(Address, email, phone)……

Insurer's Seal:

Authorization No:

Witness:

1. Name : Signature

Address : Seal

2. Name : Signature

Address : Seal:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Patratu Vidyut Utpadan Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

APPENDIX 2C: FORMAT OF INSURANCE SURETY BOND FOR EMD BY BIDDING COMPANY

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

Insurance Surety Bond No.……

Date ……..……..…..

To:

Patratu Vidyut Utpadan Nigam Limited

Core 7, SCOPE Complex, Lodhi Road,

New Delhi – 110003 Dear Sirs,

In accordance with Invitation for **Project Proposal** under your Document No. ……**,** M/s …… having its Registered office/Head Office at …… (hereinafter called the "Bidder") wish to participate in the said bidding for (Name of Package).

As an irrevocable Insurance Surety Bond against Earnest Money Deposit for an amount of …… valid for ……..**……. days from ….(*)….. required to be submitted by the Bidder as a condition precedent for participation in the said bidding which amounts is liable to be forfeited on the happening of any contingencies mentioned in the RFP Documents.

We, the ……. (Name & address of the Insurer) having our Head Office at ……(#) …… guarantee and undertake to pay immediately on demand by Owner the amount of …… without any reservation, protest, demand and recourse. Any such demand made by Owner shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to …… (**)..…… If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year at a stretch) on receiving instructions from M/s ……..… (Bidder's Name) on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this …….. day of ……20……at ……..

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Authorised Vide Power of Attorney No.....

Date.....

NOTE:

6. (*) This shall be the date of opening of TECHNO-COMMERCIAL Proposal.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(**) This shall be 45 days beyond the validity of Project Proposal.

(#) Complete mailing address of the Head office of the Insurer to be given

7. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

8. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

9. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in the State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

10. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List enclosed as Appendix 6A. Bidders are required to fill up this Form and enclose the same along with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Power Grid Corporation of India Ltd

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form 6c. PERFORMANCE SECURITY FORM (For Insurance Surety Bond)

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

Insurance Surety Bond No.: .....
Date: .....

NOA/Contract No.....

……..[Name of Contract]…….

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") vide notification of award issued on ..... (insert date of the notification of award)….by you to M/s ..... (Name of Contractor) .....,

(or)

signed on .....(insert date of the Contract)……..between you and M/s ..... (Name of Contractor) ....., having its Principal place of business at……..... (Address of Contractor) ..... and Registered Office at ……...(Registered address of Contractor) ..... ("the Contractor") concerning ……..... (Indicate brief scope of work) ..... for the complete execution of the …… (insert name of Package alongwith name of the Project)…….. [Applicable for **Insurance Surety Bond** issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract signed on .....(insert date of the Contract)…..... between you and M/s ..... (Name of Contractor) .....,

(or)

vide notification of award issued on …….(insert date of the notification of award)….. by you to M/s ..... (Name of Contractor) ..... having its Principal place of business at ……..... (Address of Contractor) ..... and Registered Office at ……...(Registered address of Contractor)

..... ("the Contractor") and the Contract ("the Contract") signed on .....(insert date of the Contract)…..... between you and M/s ..... (Name of Associate) ....., having its Principal place of business at ……...(Address of Associate) ..... and Registered Office at ……...(Registered address of Associate)....., the Associate of the Contractor for executing the Facilities concerning ……..... (Indicate brief scope of work) ..... for the complete execution of the …… (insert name of Package alongwith name of the Project)…….. [Applicable for **Insurance Surety Bond** to be issued by Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned, ……(insert name & address of the issuing **Insurer**) ……, a **Insurer** (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at …..…….(insert address of registered office of the **Insurer**)……..... do hereby irrevocably guarantee payment to you up to

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

…….. i.e., Ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ……. (dd/mm/yy).

We undertake to make payment under this **Insurance Surety Bond** upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

4. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

5. This **Insurance Surety Bond** shall be valid upto _____*(validity date)*_____.

6. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Insurer _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

6. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where
the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

7. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.

8. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

9. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

10. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form 6d. PERFORMANCE SECURITY FORM (For Insurance Surety Bond initially valid for 5 Years)

(TO BE SUBMITTED BY THE CONTRACTOR OPTING FOR SUBMISSION OF PERFORMANCE SECURITY WITH INITIAL VALIDITY OF 5 YEARS IN ACCORDANCE WITH CLAUSE GCC 9.3.1.1)

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

Insurance Surety Bond No.: .....…
Date: .....……..

NOA/Contract No.....

……..[Name of Contract]…….

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide notification of award issued on ..... (insert date of the notification of award)….by you to M/s ..... (Name of Contractor) .....,

(or)

signed on .....(insert date of the Contract)…..... between you and M/s ..... (Name of Contractor) ....., having its Principal place of business at ……....(Address of Contractor) ..... and Registered Office at ……....(Registered address of Contractor) ..... ("the Contractor") concerning ……..…….. (Indicate brief scope of work) ..... for the complete execution of the …… (insert name of Package alongwith name of the Project)…….. [Applicable for **Insurance Surety Bond** issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract signed on .....(insert date of the Contract)…..... between you and M/s ..... (Name of Contractor) .....,

(or)

vide notification of award issued on …….(insert date of the notification of award)….. by you to M/s ..... (Name of Contractor) ..... having its Principal place of business at …….... (Address of Contractor) ..... and Registered Office at ……....(Registered address of Contractor) ..... ("the Contractor") and the Contract ("the Contract") signed on .....(insert date of the Contract)…..... between you and M/s ..... (Name of Associate) ....., having its Principal place of business at ……....(Address of Associate) ..... and Registered Office at ……. (Registered address of Associate) ....., the Associate of the Contractor for executing the Facilities concerning ……..…….. (Indicate brief scope of work) ..... for the complete execution of the …… (insert name of Package alongwith name of the Project)…….. [Applicable for **Insurance Surety Bond** to be issued by Contractor against those Contracts awarded to their Associate]

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

By this letter we, the undersigned, ……(insert name & address of the issuing **Insurer**) ……, a **Insurer** (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at …..……(insert address of registered office of the **Insurer**)……..... do hereby irrevocably guarantee payment to you up to …….. i.e., Ten percent (10%) of the Contract Price until 60 months i.e., upto and inclusive of …… (dd/mm/yy).

We undertake to make payment under this **Insurance Surety Bond** upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

4. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

5. This **Insurance Surety Bond** shall be valid upto _____*(validity date)*_____.

6. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Insurer _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

6. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

7. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.

8. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

9. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

10. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form 13b. FORM OF EXTENSION OF INSURANCE SURETY BOND

Ref. No..... Dated:.....

To: [Name and address of the Employer]

Dear Sirs,

Sub.: Extension of **Insurance Surety Bond** No. …… ……. dated …… for ……., issued to you on behalf of M/s. ……*(insert name of the* Contractor*)* ……... in respect of Contract No. ……. dated …….. for …….. *(insert name of the Package alongwith the Project name)* ……. (hereinafter called original **Insurance Surety Bond**).

At the request of M/s…… *(insert name of the* Contractor*)* ……., We ……*(insert name & address of the **Insurer**)* ……, a **Insurer** organized under the laws of ..... and having its Registered/Head Office at ……*(insert address of registered office of the **Insurer**)*……..…… do hereby extend our liability under the above-mentioned **Insurance Surety Bond** No. ……..... Dated ...…….. for a further period of ..... Years/Months from ..... to expire on ..... Except as provided above, all other terms and conditions of the original **Insurance Surety Bond** No. ....…….... dated ..... shall remain unaltered and binding.

Please treat this as an integral part of the original **Insurance Surety Bond** to which it would be attached.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal _____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note :

6. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractors/ Suppliers /Insurer issuing the Insurance Surety Bond.

7. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.

8. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

9. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

10. While getting the Insurance Surety Bond issued, Contractors/ `s are required to ensure compliance to the points mentioned in corresponding Form of Insurance Surety Bond.

28. (c) Performance Security Form (For Insurance Surety Bond) (Applicable in case award is placed by POWERGRID on behalf of SPV)

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

Insurance Surety Bond No.: .....…

Date: .....……...

NOA/Contract No.....

……..[Name of Contract]…….

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide notification of award issued on ..... *(insert date of the notification of award)* ….by M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 ("the Employer"/"POWERGRID") on behalf of ..... (*Name of the SPV*) ..... (hereinafter referred to as 'Owner'') to M/s ..... *(Name of Contractor)* .....,

(or)

signed on .....*(insert date of the Contract)* …..... between M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 ("the Employer"/"POWERGRID") on behalf of ..... (*Name of the SPV*) ..... (hereinafter referred to as 'Owner'), and M/s ..... *(Name of Contractor)* ....., having its Principal place of business at ……...(Address of Contractor) ..... and Registered Office at ……..... (Registered address of Contractor) ..... ("the Contractor") concerning .....….. (Indicate brief scope of work) ..... for the complete execution of the …… (insert name of Package alongwith name of the Project) ……..

By this letter we, the undersigned, ……(insert name & address of the issuing **Insurer**) ……, a **Insurer** (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at …..……..(insert address of registered office of the **Insurer**)……..... do hereby irrevocably guarantee payment to **the Owner / Employer** up to …….. i.e., Ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ……. (dd/mm/yy).

We undertake to make payment under this **Insurance Surety Bond** upon receipt by us of your first written demand signed by **the Employer's duly authorized officer or the authorized officer of Owner** declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

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

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

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

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

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

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

This Guarantee may be assigned in the name of the Owner ..... (*Name of the SPV*) ....., your affiliates and in such case, the Owner/ Employer shall inform the Insurer in writing.

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

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

Notwithstanding anything contained herein:

4. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

5. This **Insurance Surety Bond** shall be valid upto _____*(validity date)*_____.

6. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Common Seal of the Insurer _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

6. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

7. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.

8. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

9. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

10. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

28. (d) Performance Security Form (For Insurance Surety Bond) (Applicable in case award is placed by POWERGRID on behalf of SPV) (To be submitted by the Contractor opting for submission of Performance Security with Initial Validity of 5 Years in accordance with clause GCC 9.3.1.1)

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

Insurance Surety Bond No.: .....….
Date: .....……..

NOA/Contract No.....

……..[Name of Contract]…….

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide notification of award issued on ..... *(insert date of the notification of award)* ….by M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 ("the Employer"/"POWERGRID") on behalf of ..... (*Name of the SPV*) ..... (hereinafter referred to as 'Owner') to M/s ..... *(Name of Contractor)* .....,

(or)

signed on .....*(insert date of the Contract)* …..... between M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 ("the Employer"/"POWERGRID") on behalf of ..... (*Name of the SPV*) ..... (hereinafter referred to as 'Owner'), and M/s ..... *(Name of Contractor)* ....., having its Principal place of business at ……....(Address of Contractor)..... and Registered Office at ……....(Registered address of Contractor) ..... ("the Contractor") concerning ……..... (Indicate brief scope of work) ..... for the complete execution of the …… (insert name of Package alongwith name of the Project)……..

By this letter we, the undersigned, ……(insert name & address of the issuing **Insurer**) ……, a **Insurer** (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at …..……(insert address of registered office of the **Insurer**)……..... do hereby irrevocably guarantee payment to **the Owner / Employer** up to …….. i.e., Ten percent (10%) of the Contract Price <u>until 60 months</u> i.e., upto and inclusive of …… (dd/mm/yy).

We undertake to make payment under this **Insurance Surety Bond** upon receipt by us of your first written demand signed by **the Employer's duly authorized officer or the authorized officer of Owner** declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

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

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

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

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

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

This Guarantee may be assigned in the name of the Owner ..... (*Name of the SPV*) ....., your affiliates and in such case, the Owner/ Employer shall inform the Insurer in writing.

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

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

Notwithstanding anything contained herein:

4. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

5. This **Insurance Surety Bond** shall be valid upto _____*(validity date)*_____.

6. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature_____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Insurer _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

6. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

7. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.

8. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

9. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

10. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Retention Bond – Power Grid Corporation of India Ltd

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SECURITY FORM (For Insurance Surety Bond)

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

Insurance Surety Bond No.: ……
Date: ……..

NOA/Contract No……..

……[Name of Contract]……

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") vide notification of award issued on ……(insert date of the notification of award)……. by you to M/S ……. (Name of Contractor)……,

(or)

signed on ……..(insert date of the Contract)……..between you and M/s …… (Name of Contractor) ……,

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

By this letter we, the undersigned, ……. (insert name & address of the issuing Insurer) ……., an Insurer (which expression shall include its successors, administrators, executors and assigns) organized under the laws of …….. and having its Registered/Head Office at …….. (insert address of registered office of the Insurer)…….. do hereby irrevocably guarantee payment to you up to INR …….. i.e., ……. (…..%) of the …… for the …….. payable on …….. and furnishing of necessary certificate from Employer's / Owner's representative, as per the Payment Terms of the Contract, for a period of …… year/ month from the issue date i.e., upto and inclusive of …….. (dd/mm/yy).

We undertake to make payment under this **Insurance Surety Bond** upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract i.e. for failure to complete the erection of the supplied towers and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

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

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

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

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

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

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed ……. (value in figures)……
[…….. (value in words) ……].

2. This **Insurance Surety Bond** shall be valid upto ……(validity date)…… .

3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before ……..(validity date)…… .

For and on behalf of the Insurer

[Signature of the autlhorised signatory(ies)]

Signature……..
Name……..
Designation……

Contact Number(s): Tel. …… Mobile ……..
Fax Number ……..
Email……..
Common Seal of the Insurer ……..

Witness:
Signature……
Name……..
Address……
Contact Number(s): Tel. …… Mobile ……..

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Email……..

Note:

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/Insurer issuing the Insurance Surety Bond.

2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.

3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

4. The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

5. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Prasar Bharati

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

PROFORMA OF INSURANCE SECURITY BOND FOR BID BOND

Surety Bond No.
Reference:
Dated: _____

To
PRASAR BHARATI
_____ [Address of the Procuring Authority]

Whereas, having its head office at _____ (hereinafter called "the Organisation", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors, and assignees) has floated Tender No. _____ and M/s_____, having its registered/head office at _____(hereinafter called "the Bidder", which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors, and assignees), have submitted their bid in response thereto.

And whereas the Bidder has agreed, as a condition precedent for participation in the said tender, to furnish an unconditional and irrevocable insurance surety bond of Rs. _____ (Rupees_____Only), for the due performance of the Bidder's obligations under the conditions of the Notice Inviting Tender (NIT) and other terms and conditions contained in the tender documents.

We, the undersigned, **[Name of the Insurance Company]**, a company incorporated under the laws of India and having its registered office at (hereinafter referred to as "the Surety", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, and assignees), hereby issue this Surety Bond on behalf of the Bidder and irrevocably undertake to pay the Organisation, on first written demand and without any demur or reference to the Bidder, an amount not exceeding Rs. _____(Rupees_____ Only).

1. This Surety Bond guarantees the following obligations:
    - That the Bidder shall keep their bid open and valid for a period of **XXX** days i.e., from _____ to _____ or any extension thereof, and shall not withdraw or modify the bid in a manner not acceptable to the Organisation.
    - That the Bidder, if awarded the contract, shall execute the agreement and furnish the required performance security within the stipulated timeframe in the form prescribed by the Organisation.

2. We, as Surety, hereby irrevocably undertake to pay the Organisation on first demand without protest or demur, and without reference to the Bidder, the said amount of Rs._____ (Rupees_____ Only), or part thereof, as may be demanded by the Organisation, in the event of:
    - Withdrawal or modification of the bid in violation of the tender conditions,
    - Failure of the Bidder to sign the contract or furnish performance security within the stipulated period.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

3. The Surety hereby waives all rights of objection or defence under any applicable laws relating to sureties. The Organisation's written declaration as to any default on the part of the Bidder shall be binding and conclusive on the Surety.

4. The Surety acknowledges and agrees that its obligations under this bond are independent of the obligations of the Bidder and may be enforced without requiring the Organisation to first proceed against the Bidder.

5. This Surety Bond shall be irrevocable and shall remain valid for a period of **XX** days beyond the bid validity period i.e., up to ____ (indicate date), unless extended further in writing by the Organisation.

Any claim under this bond must be received by us on or before **XX** days after expiry of the bond validity, i.e., up to_____. If no such claim is received within this period, the Surety's obligations under this bond shall automatically cease.

6. This Surety Bond shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of courts located in _____ (mention place of Tendering Authority).

7. This bond shall remain unaffected by any change in the constitution of the Organisation, the Bidder, or the Surety. The obligations of the Surety shall not be impaired or discharged by any indulgence or concession granted by the Organisation to the Bidder. In witness whereof, the Surety has executed this Surety Bond through its authorized signatory under proper authority on this____ day of___, at_____.

8. All Claims against this **Insurance Surety Bond**, shall be remitted by the …….. (Insurer's name to be inserted) to the following account of Prasar Bharati only through electronic transfer of funds, unless otherwise specifically communicated by Prasar Bharati :

1) Beneficiary Account Name:
2) Bank Name
3) Bank Account Number:
4) IFSC Code:

For and on behalf of

[Insurance Company Name]

(Seal of the Company)

Signature:
Name (in Block Letters): _____ Designation:_____ Date:_____

Witness No. 1
Signature: _____ Name: _____ Address:_____

Witness No. 2
Signature:_____ Name:_____ Address:_____

Note:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

- Ensure the Surety Bond is executed on a valid insurance policy bond paper/stamp paper as per applicable Stamp Act.
- The Insurance Company must be registered with IRDAI and authorized to issue bid security/contract surety insurance as per the latest government guidelines.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Prasar Bharati

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

PROFORMA FOR INSURANCE SECURITY BOND FOR PERFORMANCE SECURITY

(To be stamped as per the Indian Stamp Act and executed by an IRDAI-licensed Insurer)

Insurance Bond No.:
Date of Issue:

To
PRASAR BHARATI
_____

_____

1. In consideration of _____ having its head office at _____ (hereinafter referred to as the “Organisation”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), having entered into a Contract dated _____, bearing No._____, dated_____ (hereinafter called 'the Contract' which expression shall include all the amendments thereto) with M/s ___, having its registered office at _____ (hereinafter referred to as the "Contractor", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and assigns), and the Contractor having unequivocally accepted the contract for a total value of Rs._____ (Rupees_____only), the Contractor is required to furnish a Performance Security to the Organisation to the extent of ___(___ %) of the contract value, i.e., Rs._____ (Rupees _____ only).

2. We, _____ (name of the Insurer), a company registered and licensed under the Insurance Regulatory and Development Authority of India (IRDAI) under registration number _____, having its registered office at _____ (hereinafter referred to as the “Insurer”), hereby issue this Insurance Security Bond irrevocably and do hereby gurantee and undertake to pay Prasar Bharati on first written demand and without demur, protest, or contest, and or without reference to the Contractor any amount or amounts not exceeding in aggregate Rs._____ (Rupees_____only), if the Contractor fails to fulfill its contractual obligations as specified in the said Contract.

3. The Organisation shall have the absolute right, without notice to or consent of the Contractor, to invoke this Insurance Bond and claim the full or partial amount at any time during the validity of this bond. Any such demand made by the Organisation shall be binding on the Insurer as to the amount and validity of the claim.

4. This Bond shall remain valid until _____ (expiry date) and shall be automatically extended in the event the Organisation grants an extension of time for performance under the said Contract. The Insurer shall not revoke this bond during its currency without the prior written consent of the Organisation.

5. The Organisation shall have full liberty, without affecting this bond, to vary the terms of the Contract or grant extensions of time for the performance thereof. The liability of the Insurer shall not be affected or discharged by such variations or extensions or by any forbearance, indulgence or waiver by the Organisation.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

6. This bond shall not be affected by the insolvency, winding up, dissolution, or liquidation of the Contractor. The liability of the Insurer under this bond shall be absolute and unequivocal.

7. Notwithstanding anything contained herein, the maximum liability of the Insurer under this Bond shall be Rs._____ (Rupees_____ only), and it shall remain in full force up to and including **XX** days after the expiry of the warranty/performance period or such extended period as may be instructed in writing by M/s _____, on whose behalf this bond has been issued. Any claim under this bond must be received by the Insurer on or before one year from the said expiry date. If no claim is received within that period, all rights of the Organisation under this bond shall cease.

8. This Bond is issued subject to the approval and in accordance with the applicable IRDAI guidelines and Indian laws. It shall be governed by and construed in accordance with Indian law and subject to the exclusive jurisdiction of the courts at _____.

9. All Claims against this **Insurance Surety Bond**, shall be remitted by the ……..(Insurer's name to be inserted) to the following account of Prasar Bharati only through electronic transfer of funds, unless otherwise specifically communicated by Prasar Bharati :

1) Beneficiary Account Name:
2) Bank Name
3) Bank Account Number:
4) IFSC Code:

IN WITNESS WHEREOF, this Insurance Security Bond has been executed by the authorized signatory of the Insurer on this _____day of_____***, 202x*** at _____.

For and on behalf of the Insurer:
Signature:
Name:
Designation:
Stamp/Seal of the Insurer

Witnesses:
1. Signature:
   Name:
   Address:

   - 2. Signature:
   - Name:
   - Address:
   -

Notes:

- This bond must be executed on non-judicial stamp paper as per applicable laws.
- The Insurer must be licensed by IRDAI and authorized to issue such bonds.
- A copy of the IRDAI registration and authority letter must be annexed.

- Ensure all fields such as contract details, bond amount, expiry date, and contractor's name are filled accurately.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Public Health Engineer Department Govt of Rajasthan

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

MODEL OF THE SECURITY DEPOSIT /

PERFORMANCE SECURITY INSURANCE SURETY BOND

(To be issued by Insurer registered with the Insurance Regulatory and Development Authority of India (IRDAI))

To
The Governor of the State of Rajasthan
Through Additional Chief Engineer
PHED Project, Region Udaipur (Rajasthan)
RMV ROAD GULAB BAGH
NEAR BY HOTAL FLOWREANCE
UDAIPUR-313001

Whereas the Governor of the State of Rajasthan through Additional Chief Engineer PHED Project Region Udaipur (here-in-after called "the Department") having entered into an Work Order No…….. dated ……, issued to …….., having its Corporate & Communication Office at …….., (herein after called the contractor) for …… - NIT no. …….., herein after called "the said Agreement" under which the contractor(s) ……., have applied to furnish Insurance Surety Bond to makeup the full performance security.

1. In consideration of the Governor of State of Rajasthan having made such a stipulation in agreement. We _____ (indicate name of the "Surety Insurer"), here-in-after referred to as the "Surety Insurer" at the request of …….., contractor(s), do hereby undertake to pay to the Department an amount not exceeding Rs…… Crores (Rupees …….. only) on demand.

2. We _____ (indicate the name of Surety Insurer), do hereby undertake to pay Rs……. Crores (Rupees …… only) under this Insurance Surety Bond without any demur or delay, merely on a demand from the Department. Any such demand made on the Surety Insurer by the Department shall be conclusive and payable by the Surety Insurer under this Insurance Surety Bond. The Insurance Surety Bond shall be completely at the disposal of the Department and We _____ (indicate the name of Surety Insurer), bound ourselves with all directions given by Department regarding this Insurance Surety Bond. However, our liability under this Insurance Surety Bond shall be restricted to an amount not exceeding Rs…… Crores (Rupees ……. only).

3. We _____ (indicate the name of Surety Insurer), undertake to pay to the Department any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We _____(indicate the name of Surety Insurer) further agree that the Insurance Surety Bond herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue enforceable till all the dues of the Department under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Department certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

5. We _____(indicate the name of Surety Insurer) further agree with the Department that the Department shall have the fullest liberty without our consent and without affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance act of omission on the part of the Department or any indulgence by the Department to the said contractor or by any such matter or thing whatsoever which would but for this provision, have effect of so reliving us.

6. The liability of us _____(indicate the name of Surety Insurer), under this Insurance Surety Bond will not be discharged due to the change in the constitution of the Surety Insurer or the Contractor(s).

7. We _____(indicate the name of Surety Insurer), lastly undertake not to revoke this Insurance Surety Bond except with the previous consent of the Department in writing.

8. This Insurance Surety Bond shall remain valid and in full effect, until it is decided to be discharged by the Department. Notwithstanding anything mentioned above, our liability against this Insurance Surety Bond is restricted to Rs……. Crores (Rupees …… only).

9. It shall not be necessary for the State Department to proceed against the contractor before proceeding against the Surety Insurer and the Insurance Surety Bond herein contained shall be enforceable against the Surety Insurer notwithstanding any security which the State Department may have obtained or obtain from the contractor.

10. The Insurance Surety Bond shall be payable at the headquarters of the Division, or the nearest District Headquarters. If the last date of expiry of the Insurance Surety Bond happens to be a holiday of the Surety Insurer, the Insurance Surety Bond shall expire on the close of the next working day.

We_____(name of Surety Insurer) registered with IRDAI having license no _____.

Dated _____day of _____ .

For and on behalf of the Surety Insurer (indicate the Surety Insurer)

Signature & Designation

The above Guarantee is accepted by the Department of the State of Rajasthan

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

For and on behalf of the Governor of State of Rajasthan

Signature

Note:

- Insurance Surety Bond to be made on stamp paper purchased by the Surety Insurer only.
- This PS Surety Bond will be valid for …….. from the date of issue
- This PS Surety Bond shall be payable in ……..

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Public Works Department-Rajasthan

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

APPENDIX - X
Surety Bond format as Performance Security/Additional Performance Security

To,

_____

_____

WHEREAS _____ [name and address of Contractor] (here after called the "Contractor") has under taken, in pursuance of Letter of Acceptance (LOA) No. _____ Dated _____ for construction of_____ [name of the Project] (hereinafter called the "Contract").

AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Construction Period/ Defects Liability Period and Maintenance Period} in a sum of Rs…..... cr. (Rupees ……..….. crore) (the "Guarantee Amount"[15]).

AND WHEREAS we, …….through our branch at ..... (the "Surety Insurer") have agreed to furnish this Surety Bond (hereinafter called the "Surety Bond") by way of Performance Security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The **Surety Insurer** hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified there in.

2. A letter from the Authority, under the hand of an officer not below the rank of [Superintending Engineer of Ministry of Road Transport & Highways], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

[15] Surety Bond Amount for Performance Security and Additional Performance Security shall be calculated as per Contract.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.
4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contract or before presenting to the Surety Insurer its demand under this Surety Bond.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period

for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities share under.
8. The Surety Bond shall cease to be in force and effect on ****$. Unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities share under.
9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.
12. This Surety Bond is subject to the Uniform Rules for Demand Surety Bonds (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is here by excluded.
    Signed and sealed this ……. day of ……., 20…… at ……..

SIGNED, SEALED AND DELIVERED

For and on behalf of the Insurance Company by: (Signature)

(Name) (Designation) (Code Number) (Address)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

$Insert date at least 2 (two) years from the date of issuance of this Surety Bond (in accordance with Clause 2.21 of the RFP).The Contractors can submit the Surety Bond for periods of two years at one time and keep on renewing the same till the DLP is over if they have problems in getting the Surety Bond in one go for the entire DLP.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Pune Metropolitan Region Development Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT FOR INSURANCE SURETY BOND
[Performance Security]

To,
The Metropolitan Commissioner & Chief Executive Officer,
PMRDA, Aundh,
Pune – 411 067

Dear Sirs,

In consideration of the **Metropolitan Commissioner & Chief Executive Officer, PMRDA, Aundh, Pune – 411 067** [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 …… (hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Tender Notice No. …… and the same having been acknowledged by the Contractor/Supplier, for **Rs. ……** [Contract sum in figures and words] for **Name of Work: ……** and the Contractor/Supplier having agreed to provide an Additional Performance Security for the faithful performance of the entire Contract equivalent to **……..** of the said value of the aforesaid work under the Contract to the Employer.

We .....[Name & Address of the Insurance Company] ..... having its Head Office at .....(hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor/Supplier to the extent of **……** as aforesaid at any time upto ..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor/Supplier. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor/Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till ……. [days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor/Supplier. 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 Contractor/Supplier, 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 Employer and the Contractor/Supplier or any other course or remedy or security available to the Employer. The Insurance Company shall not be released of its obligations under these presents by any exercise by the Employer 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 Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the ……(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development Authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor/Supplier and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor/Supplier's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed **……...**
ii) This Insurance Surety Bond shall be valid up to …….
iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before …….....

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

WITNESS **Signed for and on behalf of the Insurance Company**

1. ..... (Signature) ..... (Signature)
..... (Name) .....(Name)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Punjab National Bank

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Format of Insurance Surety Bond for Earnest Money Deposit

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No..... Date:……

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto Punjab National Bank (a Govt. of India Undertaking) (hereinafter called "the Employer") for the sum of..... (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.

If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.

(a)fails or refuses to sign the Contract Agreement when required, or

(b)fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the…….. (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

in the capacity of

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id. Staff Authority No. of the officer of the Insurance Company/Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EANEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.

2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.

3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duty signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.

4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date ‘Notice Inviting Tender’, not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sign. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of ‘Insurance Surety Bond’

5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.

6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Rail Infrastructure Development Company (Karnataka) Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Performance Bond

Beneficiary: ----------

Date: ----------

PERFORMANCE GUARANTEE No.: ----------

Guarantor: ----------

By this Bond _____ as Principal (hereinafter called 'the Contractor') and _____ as Surety (hereinafter called the Surety) are held and firmly bound unto _____ as Oblige (hereinafter called the Employer) in the amount of _____, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the ____ day of _____, 20 , for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a Bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price" as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

(3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this ____ day of _____ 20 .

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SIGNED ON_____ on behalf of _____
By _____ in the capacity of _____
In the presence of _____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Rail Vikas Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond for BID Security

Surety Bond No._____ Dated:_____

16. In consideration of you, **Rail Vikas Nigam Limited (RVNL)**, having its Corporate office at 1st Floor, August Kranti Bhavan, Bhikaji Cama Place, R. K. Puram, New Delhi - 110066, India which is a Public Sector Enterprise set up as a wholly owned Government Company under the provisions of Section 617 of Companies Act., (hereinafter referred to as the **"Authority",** which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the Bid of _____ (a company registered under Companies Act, 1956/2013) and having its registered office at _____ (hereinafter referred to as the **"Bidder"** which expression shall unless it be repugnant to the subject or context thereof include its/their executers, administrators, successors and assigns), for the _____ (hereinafter referred to as **"the Project"**) pursuant to the RFP document dated _____ issued in respect of the Project and other related documents including without limitation the Draft contract agreement (hereinafter collectively referred to as **"Bidding Documents"**), we, **_____(Name of the Insurance Company)** having our registered office at _____ and one of its branches at _____(hereinafter referred to as the **"Surety Insurer"**), at the request of the bidder, do hereby in terms of Refer Clauses Para 4 of Preamble, Clause 19 of ITB, and Clause 4.2 of GCC of the RFP/Bid document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the bidding documents (including the RFP /Bid document) by the said bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs._____(Rupees_____Only)**(hereinafter referred to as the **"Surety Bond"**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the bidder, if the bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said bidding documents.

17. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

18. We, the Surety Insurer, do hereby unconditionally undertake to pay the amount due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Document including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Document for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding **Rs_____(Rupees_____Only).**

19. This Surety Bond shall be irrevocable and remain in full force for a period of XXX days from the Bid Due Date and a claim period of XX days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

20. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Document including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, arbitrator or any other Authority.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

21. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

22. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the Principal Debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Document or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Document or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

23. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

24. We, the Surety Insurer undertakes to make the payment on receipt of Authority's notice of claim on us addressed to _____ and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

25. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealized.

26. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

27. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

28. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to **Rs**_____**(Rupees**_____**Only).** The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before_____**.**

29. This Surety Bond shall also be operatable at our _____ branch at _____, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

30. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and Delivered by Name of the Surety Insurer Company

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(Signature of the Authorised Signatory)

(Official-Seal)

Name of the Surety Bond Insurer is registered with IRDAI License No._____

The stamp duty applicable for the policy as per Indian Stamp Act 1899 has been paid via e-stamping facility.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Rail Vikas Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF CONTRACT PERFORMANCE SECURITY SURETY BOND

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank).

From:

Name and Address of the INSURANCE COMPANY

.....

To:

CPM/GM, Rail Vikas Nigam Limited
Address: xxxx

for and on behalf of

The Chairman and Managing Director,

Rail Vikas Nigam Limited,

Address: xxxx.

WHEREAS, Rail Vikas Nigam Limited, hereinafter called the Employer, acting through _____ (insert address details) has accepted the bid of _____(name and address of the contractor) hereinafter called the Contractor, for _____(project details) vide Notification of Award No._____dated_____

AND

WHEREAS the contractor is required to furnish Performance Security for the sum of INR ____ (Rupees _____only), in the form of surety bond, being a condition precedent to the signing of the contract agreement.

WHEREAS, _____*[Insert Name of the insurance company]*, with its Branch _____*[Address]* having its Headquarters office at _____*[Address]*, hereinafter called the insurance company acting through _____*[Designation(s) of the authorised person of the Insurance company]*, have, at the request of the contractor agreed to give surety bond for performance security as hereinafter contained:

14. KNOW ALL MEN by these present that I/We the undersigned _____*[Insert name(s) of authorized representatives of the insurance company]*, being fully authorized to sign and incur obligations for and on behalf of the insurance company, confirm that the insurance company, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of *INR* _____*(Rupees* _____*only)* as above stated.

15. The Insurance Company undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the insurance company shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank.

16. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the surety bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.

17. The insurance company shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.

18. The Surety Bond shall be unconditional and irrevocable.

19. The Surety bond hereinbefore shall not be affected by any change in the constitution of the insurance company or in the constitution of the Contractor.

20. The insurance company agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this Surety Bond and the insurance company, hereby, waives any requirement for notice of any such change, addition or modification to the insurance company.

21. This surety bond is valid and effective from the date of its issue, which is _____*[insert date of issue]*. The guarantee and our obligations under it will expire on _____. All demands for payment under the guarantee must be received by us on or before that date.

22. The Insurance Company agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the surety bond is released by Employer before the Expiry date.

23. The Insurance Company agrees that its obligation to pay any amount demanded by the Employer before the expiry of this surety bond will continue until the amount demanded has been paid in full.

24. The expressions Insurance Company and Employer herein before used shall include their respective successors and assigns.

25. The Insurance Company hereby undertakes not to revoke the Surety bond during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

26. The Surety Bond shall be in addition to and without prejudice to any other security surety bond (s) of the contractor in favour of the Employer available with the Employer. The Insurer, under this surety bond, shall be deemed as Principal Debtor of the Employer.

Date .....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Place.....

[Signature of Authorised person of Insurance Company

.....

[Name in Block letters]

.....

[Designation]

.....

[P/Attorney] No.

.....

Insurance Company's Seal

[P/Attorney] No.....

Witness:

1. *Signature*
   Name & Address & Seal
2. *Signature*
   Name & address & Seal

Note:

3. All italicized text is for guidance on how to prepare this surety Bond and shall be deleted from the final document.

4. The Surety Bond should be duly attested by Notary public with notarial stamp of appropriate value affixed thereon.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond 2 - Rail Vikas Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Annexure A
FORM OF SURETY BOND
[Performance Security/Additional Performance Security]
(Refer Clauses – Clause 41 of ITB and Clause 4.2 of GCC)

From :

Name & Address of the Bank/Insurance Company
_____
_____

To
CPM/GM. RVNL (PIU Name and address)

For and on behalf of
The Chairman and Managing Director,n
Rail Vikas Nigam Limited,
1st Floor, August Kranti Bhawan,
Bhikaji Cama Place, R.K.Puram,
New Delhi-110 066

WHEREAS Rail Vikas Nigam Limited [Insert Designation and address of the Employer's Representative] (hereinafter referred to as the `Employer' or `RVNL') has accepted the bid of [Insert Name and Address of the Contractor], (hereafter called the `Contractor') for the work of [Insert Name of Work], vide Notification of Award No. [Insert Notification of Award No.]

AND

WHEREAS the Contract requires the Contractor to furnish (Performance Security/Additional Performance Security) for due and faithful performance of its obligations, under and in accordance with the Contract, during the (Construction Period/ Defects Liability Period and Maintenance Period) in a sum of Rs.....cr. (Rupees…… crore) (the "Surety Bond amount").

AND

WHEREAS we,……..through our branch at ..... (hereinafter referred to as the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security. NOW, THEREFORE, the **Surety Insurer** hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The **Surety Insurer** herby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the (Construction Period/ Defects Liability Period and Maintenance Period) under and in accordance with the Contract, and agrees and undertakes to pay to the Employer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Employer shall claim, without the Employer being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Employer, under the hand of an officer not below the rank of CPM/GM, RVNL, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the RVNL shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Employer and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Employer or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Employer shall be entitled to act as if the **Surety Insurer** were the principal debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the **Surety Insurer** under this Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

4. It shall not be necessary, and the **Surety Insurer** hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Employer shall have the liberty, without affecting in any manner the liability of the **Surety Insurer** under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Employer, and the **Surety Insurer** shall not be released from its liability and obligation under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the **Surety Insurer** from its liability and obligation under this Surety Bond and the **Surety Insurer** hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Employer in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Employer on the **Surety Insurer** under this Surety Bond all rights of the Employer under this Surety Bond shall be forfeited and the **Surety Insurer** shall be relieved from its liabilities hereunder.

8. The Surety Bond shall cease to be in force and effect on *****6 Unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the **Surety Insurer** shall be discharged from its liabilities hereunder.

9. The **Surety Insurer** undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Employer in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the **Surety Insurer** at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer & the Employer that the envelope was so posted shall be conclusive.

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Employer pursuant to the provisions of the Contract.

12. This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed and sealed this……..Day of……..,25……at…… SIGNED, SEALED AND DELIVERED

For and on behalf of the Surety Insurer by:

(Signature)

(Name) (Designation) (Code Number) (Address)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Rajasthan Rajya Vidyut Prasaran Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SCHEDULE-V

Proforma of Insurance Surety Bond for BID Security

(Insurance Surety Bond in lieu of 100% of earnest money on non-judicial stamp paper of Rajasthan Govt. [calculated at the applicable rate as per the Rajasthan Stamp Act.]

The Chief Engineer (PP&D),
Rajasthan Rajya Vidyut Prasaran
Nigam Limited,
Vidyut Bhawan, Janpath,
Jyoti Nagar, Jaipur-302005

Insurance Surety Bond
NO._____
DATE---------- AMOUNT----------

DATE OF VALIDITY----------
Including additional validity---------

THIS DEED OF **Surety Bond** is made this day _____ of _____ of the year _____ between the Chief Engineer (PP&D), Rajasthan Rajya VidyutPrasaran Nigam Limited (which expression shall unless excluded by or repugnant to the context includes his successors, assigns and his authorized representatives, hereinafter called “The Owner”) of the one part and the _____, having its Head office at _____hereinafter called "**The Insurer** " (which expression shall unless excluded by or repugnant to the context includes its successors and assigns) of the other part.

Whereas .....[name of the Bidder] (hereinafter called “the Bidder”), having their/its Registered/Head office at _____, has submitted its bid dated ..... [date of submission of bid] for the supply of..... [name of material].

AND WHEREAS as per the terms of the specification it was provided that the bidder should furnish a **Insurance Surety Bond** equivalent to _____% of the total Earnest money of Rs_____(Rupees_____) to protect the owner against the risk of bidder’s conduct (to execute the contract documents and performance security etc.)

AND WHEREAS at the request of the bidder the Insurance Company has agreed to execute these presents.

NOW THIS INDENTURE WITNESS AND IT IS HEREBY AGREED AND DECLARED by the and between the parties hereto as follows:

1 KNOW ALL PEOPLE by these present that We..... [name of Insurance Company] are bound unto..... [name of Purchaser] in the sum of Rs.*_____ for which payment well and truly to be made to the said owner, the Insurance Company binds itself, its successors, assigns and his authorized representatives by

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

these presents. Sealed with the Common Seal of the said Insurance Company this _____ day of _____ 20_____

2 THE CONDITIONS of this obligation are:

1 If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Form; or
2 If the bidder refuses to accept the correction of error in his Bid; or
3 If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:

(a) fails or refuses to execute the Contract agreement, if required; or

(b) fails or refuses to furnish the performance security, in accordance with the General Conditions of Contract.

3. We undertake to pay to the owner up to the above amount upon receipt of its first written demand, without the owner having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three conditions, specifying the occurred condition or conditions.

4. The decision of the CHIEF ENGINEER (PP&D), RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM, JAIPUR shall be final whether breach has been committed on the right to demand the amount of guarantee from us, which has accrued to the Owner.

5. This **Surety Bond** shall not cease or determine, if the owner grants time or indulgence or vary the terms of the bid with the bidder without our consent or knowledge.

6. The **Surety Bond** herein contained shall not be affected by any change in the constitution of the bidder.

7. We, _____ further undertake not to evoke this **Surety Bond** during its currency except with the previous consent of the CHIEF ENGINEER (PP&D), RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM, JAIPUR.

8. All disputes arising under the said **Surety Bond** between the Insurance Company and the Nigam or between the bidder and the Nigam pertaining to the **Surety Bond** shall be subject to the jurisdiction of Courts in Jaipur, Rajasthan alone.

9. This **Surety Bond** will remain in force up to and including ---------- after the date of the opening of bids, i.e. upto _____, with a further additional validity period of 120 days i.e upto--------- and any demand in respect thereof should reach the _____ (mention the branch of the Insurance Company situated in Jaipur at which the claim is payable) Insurance Company not later than the above date.

For and on behalf of the Insurance Company:-

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Witness:-

1. 2.
Name
Designation
Signature with full name & address of the Insurance Company
Telephone no. & e-mail id

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EANEST MONEY DEPOSIT

1. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duty signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid under the seal of the Insurance Company.
2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.
3. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Ac amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
4. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued and Insurance Surety for Bid security in original shall be submitted along with the
Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety
Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Rajasthan Rajya Vidyut Prasaran Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Schedule-T

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE

GUARANTEE

(To be execute on Non-Judicial Stamp paper of appropriate value)

(Insurance Surety Bond No… .....)

Date.....

The Chief Engineer (PP&D) Amount--------

Rajasthan Rajya Vidyut Prasaran Nigam Limited Validity--------

Vidyut Bhawan, Janpath,

Jyoti Nagar, Jaipur-302005

Dear Sir,

1. ..... In consideration of the Rajasthan Rajya Vidyut Prasaran Nigam Limited (hereinafter referred to "Owner" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the one part having awarded to M/s ..... *[Contractor's Name]* 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), of the other part, a Contract by issue of Owner's work order/ Letter of Acceptance No. ..... dated…….and the same having been acknowledged by the Contractor, for Rs. …… [Contract sum in figures and words] for ..... *[Name of the work]* and the Contractor having agreed to provide a Surety Bond for the faithful performance of the entire Contract equivalent to Rs. ..... (……% of the total contract value of Rupees_____) by way of security for execution of work as per the said contract, so as to make it meet the surety/guarantee and requirements of the contract.

2. We .....*[Name & Address of the Insurance Company]* having its Head Office at ..... (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee/provide surety and undertake to pay the Chief Engineer (PP&D), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., on demand any and all monies payable by the Contractor to the extent of Rs..... as aforesaid at any time up to ..... (Validity of Bond) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Chief Engineer (PP&D), RRVPNL on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Nigam and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee/surety bond during its currency without previous consent of the Chief Engineer (PP&D),RRVPNL and further agrees that the Surety Bond herein contained shall continue to be enforceable till all the obligations to the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. under or by force of the contract have been fully and properly discharged by the said contractor, subject however, to

the conditions that the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. will have no right under this Surety Bond after 60 days beyond the date of completion of all contractual obligations, provided further that if any claim arises by virtue of this Surety Bond before the aforesaid date, the same shall be enforceable against the insurance company notwithstanding the fact that the same is enforced after the aforesaid date.

3. The *Insurance Company* hereby provides surety/guarantees to the Chief Engineer (PP&D), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., the fulfillment by the contractor of the various obligations imposed on him under the aforesaid contract including the obligations of the contractor to timely supply materials of the good quality, design, workmanship and execution of work and the *Insurance Company* further provides surety/guarantees to the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. that the contractor shall substitute and supply any material & execute the work free of cost that may be required due to defects arising from faulty material, design, workmanship and execution of work and the *Insurance Company* undertakes to indemnify and keep the Chief Engineer (PP&D), Rajasthan Rajya Vidyut Prasaran Nigam Ltd. indemnified to the extent of Rs……(Rupees……) against any loss or damage that may be caused to or suffered by the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. by reason of any failure by the contractor to timely supply materials of good quality, design, workmanship and execution of the work as aforesaid and further undertake to pay to the Chief Engineer (PP&D), Rajasthan Rajya Vidyut Prasaran Nigam Ltd. on demand a sum not exceeding Rs……. (Rupees……..) in the event of the contractor failing or neglecting to perform and discharge the aforesaid duties and obligations on their part to be observed and performed under the said contract.

4. The decision of the Chief Engineer (PP&D), Rajasthan Rajya Vidyut Prasaran Nigam Ltd. as to whether the contractor has failed or neglected to perform or discharge his duties and obligations as aforesaid and as to the amount payable to the Chief Engineer (PP&D), Rajasthan Rajya Vidyut Prasaran Nigam Ltd. by the *Insurance Company* herein shall be final and binding on the *Insurance Company*.

5. The RRVPNL shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this Surety Bond from time to time to extend the time for performance of the obligations under the said Contract by the Contractor for the purpose of which, the surety shall be liable to extend the validity of the present insurance surety bond without and demur, condition, protest and the surety shall at no point in time have an option of revoking the same. The RRVPNL shall have the fullest liberty, without affecting this surety bond/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 forbear to enforce any covenants, contained or implied, in the Contract between the RRVPNL and the Contractor or any other course or remedy or security available to the RRVPNL. The Insurance company shall not be released of its obligations under these presents by any exercise by the RRVPNL 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 RRVPNL or any other indulgence shown by the RRVPNL or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

6. The surety bond herein contained shall not be affected by any change in the constitution of the contractor or the *Insurance Company*.

7. The Chief Engineer includes Additional Chief Engineer and any other officer exercising the powers of Chief Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Limited., Jaipur.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

8. All disputes arising under the said surety bond, between the Insurance company and the Nigam or between the contractor and the Nigam pertaining to this surety bond, shall be subject to the jurisdiction of Courts, only at Jaipur in Rajasthan alone.

9. Notwithstanding anything contained herein before, the *Insurance Company* liability under this surety bond is restricted to Rs. _____ (Rupees _____) and the surety bond shall remain in force up to _____(Validity of Bond). Unless demand or claim in writing is presented on the _____ (mention the branch of the Insurance company situated in Jaipur at which the claim is payable) on or before…….(Validity of Bond), the *Insurance Company* shall be released and discharged from all liabilities thereunder. However the validity of the surety bond shall be extended as and when required by the Rajasthan Rajya Vidyut Prasaran Nigam Limited.

10. ……**The Surety declares that this Insurance Surety Bond is issued by the** …… **(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and** also agrees that the RRVPNL at its option shall be entitled to enforce this surety bond against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the RRVPNL may have in relation to the Contractor's liabilities.

(i) ……Our liability under this Insurance Surety Bond shall not exceed Rs. ……(*Rupees……).
(ii) ……This Insurance Surety Bond shall be valid up to ……(Validity date).
(iii) ……We are liable to pay the bond amount/guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before ……(Validity date) at……(mention the branch of the Insurance company situated in Jaipur at which the claim is payable)

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

WITNESS	**Signed for and on behalf of the Insurance Company**
.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)

Notes:-

- (*) This sum shall be----------of the Contract Price.
- Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

- The insurer should be registered with the Insurance Regulatory and Development Authority of India(IRDA) for transacting the business of issuing Insurance Surety Bonds.
- The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Rajasthan Rajya Vidyut Utpadan Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Annexure-Q6A

PERFORMA OF INSURANCE SURETY BOND AGAINST BID SECURITY (EMD)
(to be uploaded with Amendments)

Insurance Surety Bond No.
Date-

To,
xxxx

Dear Sir,
In accordance with your **xxxx** having its registered/ head office at **xxxx** (*Insert address of the bidder*) (Herein after called the "Bidder") wish to participate in the said Bid for **"xxxx"** *(subject/detail of work*).

As an irrevocable Insurance Surety Bond against Bid Security for an amount of **xxxx** (in words **xxxx**)(insert EMD *amount*) valid for **xxxx**.(*insert date of validity*) required to be submitted by the Bidder as a condition precedent for participation in the said Bid which amount is liable to be forfeited on the happening of any contingencies as mentioned in the Bidding Document.

We, the…… (*Insert name& branch address of the Insurer)* having our Head Office at……(*Insert address of the head office*) guarantees & undertake to pay immediately the amount of **xxxx** (insert EMD *amount)* on demand by Rajasthan Rajya Vidyut Utpadan Nigam Limited (hereinafter called "Owner") without any reservation, protest, demand and recourse. Any such demand made by Owner shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and /or any right/ remedy available to the bidder in terms of thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to **xxxx** (*Insert date of validity*), and a claim period of 30 days from this date i.e. up to **xxxx** If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (*not exceeding one year*) on receiving instructions from Owner.
In witness whereof the Insurer, through its authorized officer, has set its hand and stamp on this day……of ……..20……..

Signature: _____
Name: _____
Designation with Insurer Stamp:_____

Authorized Vide Power of Attorney No: _____
Date: _____

Note: **INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EANEST MONEY DEPOSIT**

1. The Insurance Surety Bond shall be from an insurer registered with IRDAI for transacting of business of issuing Insurance Surety Bond.

2. RVUN shall be the creditor, the bidder shall be the principal debtor and Insurance company/ Insurer shall be the Surety in respect of Insurance Surety Bond to be issued by the Insurer.

3. Insurance Surety Bond should be on non-judicial stamp paper of required rate as per stamp duty act of GoR or as per the stamp duty made applicable by GoR time to

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Rajasthan Rajya Vidyut Utpadan Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND AGAINST PERFORMANCE GUARANTEE

To,
The Chief Engineer (NPP)
Rajasthan Rajya Vidyut Utpadan Nigam Ltd.

Dear sir,

In consideration of the **…….** Regd. Office at …….. (hereinafter referred to as 'selected Battery Energy Storage System Developer') submitting the response to RfS inter alia for **……..**, in response to the …….. issued by Rajasthan Vidyut Utpadan Nigam Limited (hereinafter referred to as RVUNL) and RVUNL considering such response to the RfS of **…….** (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of …….. and issuing Letter of Award No. **……. Dated …….** to **…….** and the same having been unequivocally accepted by the BESSD, resulting into work contract agreement to be entered for offering Battery Energy Storage System on long term basis, **…….** having agreed to provide a Performance Guarantee of the amount up to and not exceeding Indian Rupees ……..(Rupees ……).

We…….(Name & address of the Insurer)…….having its registered office at …….(hereinafter referred to as the 'Insurer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby guarantee and undertake to pay Chief Engineer (NPP), RVUN , Jaipur on demand any and all amount payable by contractor to the extent of amount up to and not exceeding Indian Rupees ……..(Rupees …… Only) as aforesaid at any time up to …… without any condition, demur,, reservation, contest, recourse, or protest and/or without any reference to the contractor. Any such demand made by Chief Engineer (NPP), RVUN, Jaipur on the Insurer shall be conclusive and binding notwithstanding any difference between the RVUNL and contractor or any dispute pending before any court, 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 RVUNL and further agrees that the guarantee herein contained shall be enforceable till RVUNL discharges this guarantee.

RVUNL shall have the fullest liberty, without affecting in anyway the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the contract by the RVUNL for the purpose of which, the Insurer shall be liable to extend the validity of the presence Insurance Surety Bond without any demur, condition, protest and the Insurer shall act no point in time have an option of revoking the same RVUNL 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 RVUNL, 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 work contract agreement between RVUNL and contractor or any other course or remedy or security available to RVUNL. The insurer shall not be released of its obligations under these presence by any

exercise by RVUNL of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omissions or commission on the part of RVUNL or any other indulgence shown by RVUNL or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

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

Notwithstanding anything, contained herein our liability under this Insurance Surety Bond is restricted to INR …… (Rupees ……. Only) and it shall remain in force up to and including ……. and shall be extended from time to time for such period, as may be desired by RVUNL on whose favour this Insurance Surety Bond has been given.

Dated this…… day of……20……at…….

…….
(Signature)
…….
(Name)
…….
Designation with Insurer stamp

Authorized vide power of Attorney No……..
Date :……
Witness:
1. …….
(Name &Signature)……
(Official Address) …….
2. …….
(Name &Signature)……
(Official Address) …….

Note-

1. The Insurance Surety Bond shall be from an insurer registered with IRDAI for transacting of business of issuing Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

2. RVUN shall be the creditor, the bidder shall be the principal debtor and Insurance company/ Insurer shall be the Surety in respect of Insurance Surety Bond to be issued by the Insurer.

3. Insurance Surety Bond should be on non-judicial stamp paper of required rate as per stamp duty act of GoR or as per the stamp duty made applicable by GoR time to time, to ensure the execution of the contract as per respective clauses.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Rajasthan State Health Society

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY BOND

PERFORMANCE SECURITY

Surety Bond No. _____ Date:

To

_____
Rajasthan State Health Society

M/s. _____ having its registered office at _____ (the "**Concessionaire**") and the _____, **Rajasthan State Health Society** (the "**Authority**") have entered into a Concession Agreement dated _____ (the "**Agreement**") whereby the Authority has agreed to the Concessionaire undertaking **_____** subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of **Rs. _____ /- (Rupees _____Only)** (the "**Surety Bond Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement).

(B) We, _____ **,** (the "**Surety Insurer**") have agreed to furnish this Surety Bond by way of Performance Security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer hereby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire's obligations during the Construction Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums upto an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

Contd….2.

2. A letter from the Authority, under the hand of an Officer not below the rank of _____ in the **Rajasthan State Health Society**, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Surety Insurer, notwithstanding any

differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any change in the constitution of the Concessionaire and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and / or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

Contd….3.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force until the earlier of the _____ of the Appointed Date or compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond, no later than ____ (____) months from the date of expiry of this Surety Bond, all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Performance Security shall cease to be in force and effect when the Concessionaire shall have expended on Project construction an aggregate sum not less than ….% (…….) of the Bid Project cost which is deemed to be **Rs._____ /- (Rupees _____ only)** for the purposes of this Surety Bond, and provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the Performance Security forthwith.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the

previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for a period of _____ or until it is released earlier by the Authority pursuant to the provisions of the Agreement. The Bond will be valid till _____including claim period.

12. This Surety Bond shall also be operatable at our **_____ Branch at _____,** from whom, confirmation regarding the issue of this Bond or extension/ renewal thereof shall be made available on demand. In the contingency of this bond being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Contd….4.

13. The Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

14. The Surety Bond shall cover all the liabilities arising out of the contract from the date of commencement of the contract.

Signed and sealed this _____ day of _____, 20___ at _____.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Rajasthan State Road Development & Construct

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

APPENDIX - X
Surety Bond format as Performance Security
(Refer Clauses 2.21)

To,

_____
_____

WHEREAS **M/s _____, and having its registered office at** _____ [name and address of Contractor] (here after called the "Contractor") has under taken, in pursuance of Letter of Acceptance (LOA) No. **…….. Dated ……** for _____ [name of the Project] (hereinafter called the "Contract").

AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Construction Period/ Defects Liability Period and Maintenance Period} in a sum of **Rs……../- (Rupees …….. only)**) (the "**Guarantee Amount**").

AND WHEREAS we, ……..through our branch at..... (the "**Surety Insurer**") have agreed to furnish this Surety Bond (hereinafter called the **"Surety Bond**") by way of Performance Security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The **Surety Insurer** hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified there in.

2. A letter from the Authority, under the hand of an officer not below the rank of _____, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. Insurer were the principal debtor and any change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contract or before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities share under.

8. The Surety Bond shall cease to be in force and effect on ****$. Unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities share under.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

12. This Surety Bond is subject to the Uniform Rules for Demand Surety Bonds (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is here by excluded.

Signed and sealed this ……. day of ……., 20…… at ……..

SIGNED, SEALED AND DELIVERED
For and on behalf of the Insurance Company by: (Signature)
(Name) (Designation) (Code Number) (Address)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - REC Power Development and Consultancy Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

THE SURETY BOND FOR BID SECURITY

In consideration of the ..... [Insert name of the Bidder] submitting the Bid inter alia for establishing the Inter-State transmission system for _____ [Name of Project] on build, own, operate and transfer basis, in response to the RFP dated _____ issued by _____ [Name of BPC], and the Bid Process Coordinator (hereinafter referred to as BPC) agreeing to consider such Bid of ..... [Insert the name of the Bidder] as per the terms of the RFP, the _____ [Insert name of Surety Insurer issuing the surety bond and address of Head Office] (hereinafter referred to as "Surety Insurer") hereby agrees unequivocally, irrevocably and unconditionally to pay to _____ [Name of BPC] or its authorized representative at _____ [Address of BPC] forthwith on demand in writing from _____ [Name of BPC] or any representative authorized by it in this behalf, any amount up to and not exceeding Rupees _____ Only (Rs _____ Crore) (the "Surety Bond"), on behalf of M/s _____ [Insert name of the Bidder].

This surety bond shall be valid and binding on the Surety Insurer up to and including **.....** [Date to be inserted on the basis of Clause 2.11 of this RFP] and shall not be terminable by notice or any change in the constitution of the Surety Insurer or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Surety Bond is restricted to Rupees _____Only (Rs _____ Crore). The Surety Bond shall remain in force until **.....** [Date to be inserted on the basis of Clause 2.11 of this RFP]. _____ [Name of BPC] or its authorized representative shall be entitled to invoke this Surety bond until_____ [Insert Date, which is one hundred eighty (180) days after the date in the preceding sentence]. The Surety Insurer hereby expressly agrees that it shall not require any proof except for the written demand from _____ [Name of BPC] or its authorized representative, made in any format, raised at the above mentioned address of the Surety Insurer, in order to make the said payment to _____ [Name of BPC] or its authorized representative.

The Surety Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Surety Insurer shall not require _____ [Name of BPC] or its authorized representative to justify the invocation of this surety bond, nor shall the Surety Insurer have any recourse against _____ [Name of BPC] or its authorized representative in respect of any payment made hereunder.

This Surety Bond shall be interpreted in accordance with the laws of India.

The Surety Insurer represents that this Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Surety Insurer in the manner provided herein.

This Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Surety Insurer.

This Surety Bond shall be a primary obligation of the Surety Insurer and accordingly _____ [Name of BPC] or its authorized representative shall not be obliged before enforcing this Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by _____[Name of BPC] or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations

contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

Notwithstanding anything contained hereinabove, our liability under this surety bond is restricted to Rupees _____ Only (Rs _____ Crore) and it shall remain in force until …… [Date to be inserted on the basis of Clause 2.11 of RFP], with an additional claim period of one hundred eighty (180) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Surety Bond only if _____ [Name of BPC] or its authorized representative serves upon us a written claim or demand.

In witness where of:

Signature.....

Name: .....

Power of attorney No/ Employee No. as applicable.:

For:

.....[Insert Name of the Surety-Insurance Company]
Insurer's Seal and Full Address, including mailing address of the Head Office

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Roads & Buildings Department, Government of Andhra Pradesh

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond format as Bid Security

1. In consideration of you, the ……, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of …….. (a Company registered under Companies Act.1956/2013) and having its registered office at ……. (and acting on behalf of its JV) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the _ _ _ _ National Highway (hereinafter referred to as "the Project") pursuant to the RFP Document dated ……. Issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we *(Name of Surety Insurer)* having our registered office at……..and one of its branches at …… (hereinafter referred to as the "Surety Insurer"), at the request of the Bidder, do hereby in terms of Clause 16 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs…….. Crore (Rupees ……only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs……..Crore (Rupees……..only).

4. This Surety Bond shall be irrevocable and remain in full force for a period of XXX (…….) days from the Bid Due Date inclusive of a claim period of XX (……) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bills or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Surety Insurer along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs……Crore (Rupees……..only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before [*** (indicate date falling XXX days after the BID Due Date)].

14. This Surety Bond shall also be operatable at our …….. Branch at ……, from whom, confirmation regarding the issue of this Surety Bond or extension I renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Signed and Delivered by ……. Surety Insurer

By the hand of Mr./Ms ……., its …….. and authorized official.

(Signature of the Authorised Signatory)

(Official-Seal

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Roads & Buildings Department, Government of Andhra Pradesh

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF Insurance Surety Bond

[Performance Security/Additional Performance Security]

To

……..

……..

WHEREAS [name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No.----------Dated_____for construction of [name of the Project] (hereinafter called the "Contract").

AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Construction Period/ Defects Liability Period and Maintenance Period} in a sum of Rs….. cr. (Rupees …….. crore) (the "Surety Bond Amount").

AND WHEREAS we, …… through our branch at ……. (the "Surety Insurer") have agreed to furnish this Surety Bond (hereinafter called the "Surety Bond") by way of Performance Security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, Surety Bonds and affirms as follows:

(1) The Surety Insurer hereby unconditionally and irrevocably Surety Bonds the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

(2) A letter from the Authority, under the hand of an officer not below the rank of ……., that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

(3) In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

(4) It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.

(5) The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the

Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

(6) This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

(7) Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

(8) The Surety Bond shall cease to be in force and effect on ****. Unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.

The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

(9) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

(10) This Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

(11) This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed and sealed this ……. day of …... 20…… at …….

SIGNED, SEALED AND DELIVERED

For and on behalf of the Surety Insurer by:

(Signature)

(Name)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(Designation)

(Code Number)

(Address

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Ropeways and Rapid Transport System Development Corporation H.P. Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Format of Insurance Surety Bond for Earnest Money Deposit

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:……

Name of Contract: XXXXXXXXXXXX

To:

xxxxxxxxx,
Ropeways and Rapid Transport System Development Corporation H.P. Limited,
xxxxxxxxx,
xxxxxxxxx

WHEREAS **xxxxxxxxxxx having its Registered/Head Office at xxxxxxxxxxxx** (hereinafter called "the Bidder") has submitted its Bid dated (xxxxxxxxx) for the performance of the above named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of.....KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto **Ropeways and Rapid Transport System Development Corporation H.P. Limited,** (Owned by the Government of Himachal Pradesh) (hereinafter called "the Authority") for the sum of **INR xxxxxxxx/- (Indian Rupees xxxxxxxxx only),** for which payment well and truly to be made to the said Authority, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Authority during the period of bid validity.

   (a) fails or refuses to sign the Contract Agreement when required, or

   (b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the…….. (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including **xxxxxxxxxxx** (date XX days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

in the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id.

Staff Authority No. of the officer of the Insurance Company/Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EANEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.

2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.

3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duty signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company

4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non- confirmation of which may lead to rejection of 'Insurance Surety Bond'.

5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Authority (Name of Authority) issued by any Insurance Company registered under insurance Ac amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Authority.

6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Authority (authority inviting tenders) with forwarding letter

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Mobilisation Advance Bond – Rural Water Supply & Sanitation Department, Andhra Pradesh

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND FOR MOBILIZATION ADVANCE

To ---------- ----------	Bond No. : Date : Amount : **Rs.**_____ Expiry Date : _____ Claim Expiry Date : _____

WHEARAS:

(A) **M/s.** _____ (the "**Contractor**") and the Employer, _____ (the "Employer") have entered into a Contract Agreement dated _____ (the "**Agreement**") whereby the Employer has agreed to the Contractor undertaking _____, subject to and in accordance with the provisions of the Agreement.

(B) In accordance with Agreement Clause 43.3, the Employer shall make to the Contractor an Advance payment (herein after called "Mobilization Advance") not exceeding XX% (____ per cent) value of the contract; and that the Mobilization Advance shall be made in XX [_____] installment subject to the contractor furnishing an irrevocable and unconditional surety bond by an **Insurance Company** for an amount equivalent to XX% (_____ percent) of such installment to remain effective till the complete and full repayment of the installment of the Mobilization Advance as security for compliance with its obligations in accordance with the Agreement. The amount of the Mobilization Advance is **Rs.**_____ **(Rupees** _____ **only)** and the amount of this Insurance Surety Bond is **Rs.**_____ **(Rupees** _____ **Only)** (the "**Guarantee Amount**").

(C) We, _____**,** a public limited company incorporated in India under the Companies Act, _____, having its registered office at _____ and branch office at _____ (the "**Insurance Company**") have agreed to furnish this Surety Bond (hereinafter called the "**Guarantee**") for the Guarantee Amount.

NOW, THEREFORE, the Insurance Company hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1) The Insurance Company hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of Mobilization Advance under and in accordance with the Agreement, and agrees and undertakes to pay to the Employer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Employer shall claim, without the Employer being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2) A letter from the Employer, under the hand of an Officer not below the rank of _____ in the _____, that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the installment of the Advance payment under and in accordance with the Agreement shall be conclusive, final and binding on the Insurance Company. The Insurance Company further agrees that the Employer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Insurance Company, notwithstanding any differences between the Employer and the Contractor, or any dispute between them pending before any court,

tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3) In order to give effect to this Insurance Surety Bond, the Employer shall be entitled to act as if the Insurance Company were the principal debtor and any change in the constitution of the Contractor and/or the Insurance Company, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Insurance Company under this Guarantee.

4) It shall not be necessary, and the Insurance Company hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Insurance Company its demand under this Guarantee.

5) The Employer shall have the liberty, without affecting in any manner the liability of the Insurance Company under this Surety Bond, to vary at any time, the terms and conditions of the Mobilization Advance or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Employer, and the Insurance Company shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Insurance Company from its liability and obligation under this Surety Bond and the Insurance Company hereby waives all of its rights under any such law.

6) This Insurance Surety Bond is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Employer in respect of or relating to the Mobilization Advance.

7) Notwithstanding anything contained herein before, the liability of the Insurance Company under this Surety Bond is restricted to the Guarantee Amount and this Guarantee shall valid up to _____ and unless a demand or claim in writing is made by the Employer on the Insurance Company under this Guarantee all rights of the Employer under this Insurance Surety Bond shall be forfeited and the Insurance Company shall be relieved from its liabilities hereunder.

8) The Insurance Surety Bond shall cease to be in force and effect on _____ unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Insurance Company shall be discharged from its liabilities hereunder.

9) The Insurance Company undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Employer in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Insurance Company.

10) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Insurance Company at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Employer that the envelope was so posted shall be conclusive.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

11) This Insurance Surety Bond shall come into force with immediate effect and shall remain in force and effect up to the date _____ or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this _____ day of _____ 20_____.

For and On Behalf of _____ Insurance Company Limited

Signature:
Name:
Designation:
Empl. No./ Power of attorney No./Board Resolution No.

E-mail ID: _____

To verify this bond, please write to:_____
Address: _____ (Head Office)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – SJVN Green Energy Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Bid Security Form- Insurance Surety Bond

(To be stamped in accordance with Stamp Act, if any, of the country of the issuing Insurer)

Insurance Surety Bond No. .....

Date. .....

To,

Dy. General Manager

(Contracts), SJVN Green

Energy Limited

Corporate Headquarter, Shakti Sadan, Shanan,

P.O. Malyana, Shimla –171006 (H.P.)

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. …… M/s.....having its Registered/ Head Office at ..... (hereinafter called the Bidder') wish to participate in the said bid for **"……..."**

As an irrevocable Insurance Surety Bond against Bid Security for an amount of…….. (*) .....valid upto 45 days after .....(**)……. required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the ..... [Name & address of the Insurer] ..... having our Head Office at .....(#)……. guarantee and undertake to pay immediately on demand by SGEL, The amount of .....(*)..... without any reservation, protest, demand and recourse. Any such demand made by the 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Insurance Surety Bond shall be irrevocable and shall remain valid upto .....@.....If any further extension of this Insurance Surety Bond 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 Insurance Surety Bond is issued.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on Dated this.....day of.....20... .....at.....

WITHNESS

....

(Signature) (Signature)

....

(Name) (Name)

....

(Official Address) (Designation with Insurer Stamp)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Attorney as per

Power of Attorney

No.....

Date.....

NOTE: 1. (*) The amount shall be as specified in NIT

(**) This shall be the date of expiry of Bids validity

(#) Complete mailing address of the Head Office of the Insurer to be given

(@) This date shall be forty-five (45) days after the last date for which the bid is valid

1) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

2) The Employer shall be the Creditor, the Bidder shall be the principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer

3) The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The stamp paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – SJVN Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT FOR INSURANCE SURETY BOND TOWARDS EARNEST MONEY DEPOSIT

Reference: ……

Insurance Surety Bond No.: .....…

Date: .....

In consideration of the……[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for [Insert subject of the RfS] of the cumulative capacity of……. MW [Insert cumulative Bid capacity/ Contracted Capacity proposed] for supply of power there from on long term basis, in response to the RfS No. _____dated_____ issued by SJVN Limited (hereinafter referred to as SJVN) and SJVN considering such response to the RfS of[Insert the name of the Bidder] as per the terms of the RfS, the [Insert name & address of Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)] hereby agrees unequivocally, irrevocably and unconditionally to pay to SJVN at [Insert Name of the Place from the address of SJVN] forthwith without demur on demand in writing from SJVN or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees……..[Insert amount not less than that derived on the basis of Rs. ---------- Lakhs per MW of Bid capacity / Contracted Capacity proposed], only, on behalf of M/s_____[Insert name of the Bidder] within 07 working days from the date of receipt of written demand by SJVN.

This guarantee shall be valid and binding on [Insert name of Insurance Company] up to and including ……[insert date of validity in accordance with Clause No. ---------- of this RfS] and shall not be terminable by notice or any change in the constitution of [Insert name of Insurance Company] or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR……(Indian Rupees only). Our Guarantee shall remain in force until…….... [insert date of validity in accordance with Clause No. ---------- of this RfS]. SJVN shall be entitled to invoke this Guarantee till……..[insert date of validity in accordance with Clause No. ---------- of this RfS].

The Guarantor Insurance Company hereby agrees and acknowledges that the SJVN shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Guarantor Insurance Company hereby expressly agrees that it shall not require any proof in addition to the written demand by SJVN, made in any format, raised at the above-mentioned address of the Guarantor Insurance Company, in order to make the said payment to SJVN.

The Guarantor Insurance Company shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by……..[Insert name of the Bidder] and/ or any other person. The Guarantor Insurance Company shall not require SJVN to justify the invocation of this Insurance Surety Bond, nor shall the Guarantor Insurance Company have any recourse against SJVN in respect of any payment made hereunder.

This Insurance Surety Bond shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Insurance Company represents that this Insurance Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Insurance Company in the manner provided herein.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Insurance Company.

This Insurance Surety Bond shall be a primary obligation of the Insurance Company and accordingly SJVN shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SJVN or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is restricted to INR……(Indian Rupees…….Only) and it shall remain in force until……..[Date to be inserted on the basis of Clause No. ---------- of this RfS].

We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only if SJVN serves upon us a written claim or demand.

Signature:……..

Name:……..

Power of Attorney No.: …..

For

[Insert Name and Address of the Insurance Company] ……..

Contact Details of the Insurance Company:

E-mail ID of the Insurance Company:

Insurance Company's Stamp and Full Address.

Dated this ……..day of……. , 20…….

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - SJVN Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT FOR INSURANCE SURETY BOND IN LIEU OF PERFORMANCE BANK GUARANTEE (PBG)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference: ……..……
Insurance Surety Bond No.: .....….
Date: .....……...

To,
SJVN Limited,
……
……..

In consideration of the……[Insert name of the Bidder] (hereinafter referred to as 'selected Battery Energy Storage Developer' or 'BESSD') submitting the response to RfS inter alia for …… [Insert title of the RfS] of the capacity of……MW/MWh, at ……[Insert name of the place], for supply of power there from on long term basis, in response to the RfS dated…… issued by SJVN Limited (hereinafter referred to as SJVN) and SJVN considering such response to the RfS of……..[Insert name of the Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the BESSD and issuing Letter of Award No. ……to……..(Insert Name of selected Battery Energy Storage Developer) as per terms of RfS and the same having been accepted by the selected BESSD resulting in a Battery Energy Storage Purchase Agreement (BESPA) to be entered into, for purchase of Power [from selected Battery Energy Storage Developer or a Project Company, M/s……{a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the…… [Insert name & address of Insurance Company (the Insurer) registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)] here by agrees unequivocally, irrevocably and unconditionally to pay to SJVN at ……. [Insert Name of the Place from the address of the SJVN] forthwith without demure on demand in writing from SJVN or any Officer authorized by it in this behalf, any amount up to and not exceeding Indian Rupees…… [Total Value] only, on behalf of M/s…….. [Insert name of the selected Battery Energy Storage Developer /Project Company]

This guarantee shall be valid and binding on the Insurer up to and including……and shall not be terminable by notice or any change in the constitution of the Insurer or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR…….. (Indian Rupees…….. Only).

Our Guarantee shall remain in force until……. SJVN shall be entitled to invoke this Guarantee till …….

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

The Insurer hereby agrees and acknowledges that SJVN shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by SJVN, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to SJVN.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by…… [Insert name of the selected Battery Energy Storage Developer / Project Company as applicable] and/ or any other person. The Insurer shall not require SJVN to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SJVN in respect of any payment made hereunder.

This Insurance Surety Bond shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Insurer represents that this Insurance Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Insurer in the manner provided herein.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

This Insurance Surety Bond shall be a primary obligation of the Insurer and accordingly SJVN shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral proceedings against the selected Battery Energy Storage Developer / Project Company, to make any claim against or any demand on the selected Battery Energy Storage Developer / Project Company or to give any notice to the selected Battery Energy Storage Developer / Project Company or to enforce any security held by SJVN or to exercise, levy or enforce any distress, diligence or other process against the selected Battery Energy Storage Developer / Project Company, diligence or other process against the selected Battery Energy Storage Developer / Project Company.

The Insurer acknowledges that this Insurance Surety Bond is not personal to SJVN and may be assigned, in whole or in part, (whether absolutely or by way of security) by SJVN to any entity to whom SJVN is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is restricted to INR ……..(Indian Rupees……..Only) and it shall remain in force until ..... We are liable to pay the Surety amount or any part thereof under this Insurance Surety Bond only if SJVN serves upon us a written claim or demand.

Signature: ……
Name:
Power of Attorney No.:

For
……. [Insert Name and Address of the Insurer]
Contact Details of the Insurer:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

E-mail ID of the Insurer:
Insurer's Stamp and Full Address. Dated this……..…day of ……., 20……...
Witness:
1.
…….
Signature
Name and Address
2.……
Signature
Name and Address

Notes:
The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Insurer issuing the Insurance Surety Bond.

SJVN shall be the Creditor, the PSPD 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.

The Insurance Surety Bond shall be executed by an Insurance Company/Insurer registered under the Insurance Act, 1938, or as amended from time to time, and approved by the Insurance Regulatory and Development Authority of India (IRDAI). The Insurance Surety Bond shall be in accordance with the guidelines issued by the IRDAI.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond 1 – Solar Energy Corporation of India Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT OF INSURANCE SURETY BOND TOWARDS EMD

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT OF INDIA)

Insurance Surety Bond No.:

Date:

To,

Solar Energy Corporation of India Limited,

6th Floor, Plate-B, NBCC Office Block Tower-2,

East Kidwai Nagar, New Delhi - 110 023

Dear Sir,

In accordance with your RfS No. ……dated ……., M/s ……[Insert name of the Bidder] having its Registered/Head Office at…… [Insert address of the bidder] (hereinafter referred to as 'bidder') wish to participate in the said bid for ……..[Insert name of the RfS].

As an irrevocable Insurance Surety Bond against Bid Security for an amount of ..... [Insert amount not less than that derived in line with Clause 16 of the RfS] valid for……[insert date of validity in accordance with Clause No. 16 of this RfS] required to be submitted by the bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the RfS Documents.

We, the…… [Insert name of the Insurer] having our Head Office at ……..[Insert address of the Insurer] guarantee and undertake to pay immediately on demand by Solar Energy Corporation of India Limited (hereinafter referred to as 'SECI') the amount of ..... [Insert amount not less than that derived in line with Clause 16 of the RfS] without any reservation, protest, demand and recourse. Any such demand made by SECI shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto..... [insert date of validity in accordance with Clause No. 16 of this RfS]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ……[Insert name of the Bidder] on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this ..... day of ..... 20..... at .....

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Authorized Vide Power of Attorney PoA No.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Date.....

NOTE:

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

2. SECI shall be the Creditor, the bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of bidder/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond 2 – Solar Energy Corporation of India Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT OF INSURANCE SURETY BOND TOWARDS EMD

(To be stamped in accordance with stamp act of India)

Insurance Surety Bond No.:
Date:

To,
Solar Energy Corporation of India Limited,
……
……

Dear Sir,

In accordance with your RfS No. ……dated ……., M/s ……[Insert name of the Bidder] having its Registered/Head Office at…….. [Insert address of the bidder] (hereinafter referred to as 'bidder') wish to participate in the said bid for ……..[Insert name of the RfS].

As an irrevocable Insurance Surety Bond against Bid Security for an amount of ..... [Insert amount not less than that derived in line with Clause 16 of the RfS] valid for ……[insert date of validity in accordance with Clause No. 16 of this RfS] required to be submitted by the bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the RfS Documents.

We, the…… [Insert name of the 'Insurer'] having our Head Office at ……..[Insert address of the Insurer] guarantee and undertake to pay immediately on demand by Solar Energy Corporation of India Limited (hereinafter referred to as 'SECI') the amount of ..... [Insert amount not less than that derived in line with Clause 16 of the RfS] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by SECI shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unequivocal, unconditional as well as irrevocable and shall remain valid upto..... [insert date of validity in accordance with Clause No. 16 of this RfS]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from M/s ……[Insert name of the Bidder] on whose behalf this Insurance Surety Bond is issued.

The Insurer hereby agrees and acknowledges that the SECI shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to SECI.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [Insert name of the Bidder] and/ or any other person. The Insurer shall not require SECI to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SECI in respect of any payment made hereunder. SECI shall be entitled to

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

invoke this Bond till _____ [Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 16 of this RfS].

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

This Insurance Surety Bond shall be a primary obligation of the Insurer and accordingly SECI shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this..... day of ..... 20..... at .....

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Power of Attorney No.....

Date.....

Email id of the Branch for confirmation of this Bond: …….

NOTE:

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

2. SECI shall be the Creditor, the bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of bidder/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond 3 – Solar Energy Corporation of India Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond No. .....
Date.....

To
Solar Energy Corporation of India Limited

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. ……, M/s. …….. having its Registered/Head Office at …… (hereinafter called the 'Supplier') wish to participate in the said bid for …….

As an irrevocable Insurance Surety Bond against Bid Security for an amount of Rs. …… (Rupees …… Only) valid for …… days from …… required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the ……..{Name of the Insurer}…… having our Head Office at ……{address of the Insurer}…… guarantee and undertake to pay immediately on demand by SECI (hereinafter called the 'Owner') the amount of Rs. …….. (Rupees …….. Only) without any reservation, protest, demand and recourse. Any such demand made by the 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Supplier and/or any right/remedy available to the supplier in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto ……. If any further extension of this Insurance Surety Bond 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 Insurance Surety Bond is issued.

The Insurer hereby agrees and acknowledges that the SECI shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to SECI.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by M/s. …….. and/ or any other person. The Insurer shall not require SECI to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SECI in respect of any payment made hereunder. SECI shall be entitled to invoke this Bond till ……..

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

This Insurance Surety Bond shall be a primary obligation of the Insurer and accordingly SECI shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this..... day of.....20.....at.....

(Signature)
.....
(Name)
.....
(Designation with Insurer Stamp)
Authorised Vide Power of Attorney No.....
Date.....

NOTE: 1. (*) The amount shall be as specified in the Bid Data Sheets.

(**) This shall be the date of opening of Techno-Commercial bids.

(@) This date shall be …….. (XX) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e stamp paper shall be purchased in the name of Supplier/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidder required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond 1 – Solar Energy Corporation of India Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT OF INDIA)

Insurance Surety Bond No.:

Date:

To

Solar Energy Corporation of India Limited,

6th Floor, Plate-B, NBCC Office Block Tower-2,

East Kidwai Nagar, New Delhi - 110 023

Dear Sir,

In consideration of Solar Energy Corporation of India (which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Insert name of Solar Power Developer]..... with its Registered/Head Office at..... (Hereinafter referred to as the 'Solar Power Developer' or 'SPD', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), the project of capacity of …….MW for supply of power there from on long term basis, in response to the RfS dated…… issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) by issuing Letter of Award No. ……dated…….. and the same having been unequivocally accepted by the SPD, resulting into a Power Purchase Agreement (PPA) to be entered, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s …… {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable] and the SPD having agreed to provide a Performance Guarantee of the amount up to and not exceeding Indian Rupees ……..[Total Value] only.

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 SECI, on demand any and all amount payable by the SPD to the extent of amount up to and not exceeding Indian Rupees _____ [Total Value] as aforesaid at any time up to ..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the SPD. Any such demand made by SECI on the Insurer shall be conclusive and binding notwithstanding any difference between the SECI and the SPD 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 SECI and further agrees that the guarantee herein contained shall be enforceable till SECI discharges this guarantee.

SECI 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 performance of the Contract by the SPD 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, SECI 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 SPD, 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 Power Purchase Agreement between SECI and SPD or any other course or remedy or security available to SECI. The Insurer shall not be released of its obligations under these presents by any exercise by SECI of its liberty with reference to the 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 SECI or any other indulgence shown by SECI or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

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

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to INR …….. (Indian Rupees …… only) 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 .....[SPD's Name] on whose behalf this Insurance Surety Bond has been given.

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

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer stamp)

Authorized Vide Power of Attorney No..... Date.....

WITNESS :

1.....

(Signature)

.....

(Name)

.....

(Official Address)

2. .....

(Signature)

.....

(Name)

.....

(Official Address)

Notes :

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

2. SECI shall be the Creditor, the SPD 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.

3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of SPD/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond 2 – Solar Energy Corporation of India Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond No. .....
Date.....

To

Solar Energy Corporation of India Limited

Dear Sirs,

In consideration of the SECI (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..... [Supplier's Name]..... with its Registered/Head Office at ..... (Hereinafter referred to as the 'Supplier', 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 Purchase Order No..... dated. And the same having been unequivocally accepted by the Supplier, resulting into a Contract bearing No..... dated ....., valued at ..... for and the Supplier 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 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 Owner, on demand any and all amount payable by the Supplier to the extent of .....(*)..... as aforesaid at any time up to ..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Supplier. Any such demand made by the Owner on the Insurer shall be conclusive and binding notwithstanding any difference between the Owner and the Supplier 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 Owner and further agrees that the guarantee herein contained shall be enforceable till the Owner discharges this guarantee.

The Owner 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 performance of the Contract by the Supplier 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 Owner 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 Supplier, 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 Supplier or any other course or remedy or security available to the Owner. The Insurer shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the 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, but for this provision, have the effect of relieving the Insurer.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

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

The Insurer hereby agrees and acknowledges that the SECI shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to SECI.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [Insert name of the Bidder] and/ or any other person. The Insurer shall not require SECI to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SECI in respect of any payment made hereunder. SECI shall be entitled to invoke this Bond till _____ [Insert a date which is at least 30 days beyond the expiry of the validity period].

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

The Insurer acknowledges that this Insurance Surety Bond is not personal to SECI and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom SECI is entitled to assign its rights and obligations under the tender.

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 .....{Supplier's Name} on whose behalf this Insurance Surety Bond has been given.

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

WITNESS :

1. ....

.

(Signature) (Signature)

....

(Name) (Name)

....

(Designation with Insurer Stamp)

Authorised Vide Power of Attorney No.....

Date.....

.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Notes :

1. (*) This sum shall be …… percent (XX%) of the Contract Price.

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 Owner shall be the Creditor, the Supplier 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 should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e stamp paper shall be purchased in the name of Supplier/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, the Supplier is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Supplier is required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - South Eastern Railway

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,

Acting through CE/Con/I/GRC, South Eastern Railway.

Date:

Surety Bond No:_____ Issue Date:_____

Amount of Bond:_____ Expiry Date:_____

WHEREAS, In consideration of the President of India acting through CE/Con/I/GRC (Designation & address of contract signing authority)_____Railway,_____ (hereinafter called "The Railway") having accepted the bid of M/s_____ hereinafter called the contractor, for the work of _____ under invitation for bids No._____ Dated_____, Vide Letter of Acceptance No._____

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of Rs._____(Rupees._____ Only), in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

SB No. Date:

WHEREAS, we, ----------, (Name of insurance company) hereinafter called the Surety, acting through [Designation(s) of the authorised person of the Surety], have, at the request of the M/s._____contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

KNOW ALL MEN by these present that I/We, the undersigned [Insert name(s) of authoized representatives of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of Rs._____ (Rupees_____ Only) as above stated.

The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.

On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.

The Surety Bond shall be unconditional and irrevocable.

The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.

The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.

This Bond is valid and effective from the date of its issue, which is [insert date of issue].

The Bond and our obligations under it will expire on _____ (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.

The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.

The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.

The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.

The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.

We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.

The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

Our liability under this Surety Bond shall not exceed Rs. _____(Rupees_____Only).

This Surety Bond shall be valid up to _____(being the date of expiry);

Unless the bank is served a written claim or demand on or before _____(date of expiry) all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated_____ the day of 2025

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

The Insurance Surety Bond shall be verified by sending mail to _____

Place_____ [Name in Block letters]_____

[Designation with Code No.]_____

[P/Attorney] No.

Witness

1.

2.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Southern Power Distribution Company of Andhra Pradesh Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND – SUBMITTED FOR EARNEST MONEY DEPOSIT (EMD)

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

Insurance Surety Bond No.: …….
Start Date: ……..

To
The Chief General Manager / Projects & IT,
Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL),
_____
_____

Dear Sir/Madam,

In accordance with Request for Selection (RfS) under RfS No. _____ of the Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL), _____ having its Registered / Head Office at _____(Hereinafter referred to as the 'Solar Power Developer' for the Development of _____in _____ by _____Scheme through competitive bidding process.

As an irrevocable Insurance Surety Bond against Earnest Money Deposit (EMD) for an amount of **INR XXXXX/- (Indian Rupees XXXXXX)** valid till (XX Days) required to be submitted by the Solar Power Developer (SPD) as a condition precedent for participation in the said Bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Request for Selection (RfS) Document.

We, …….. (Insert Name of the Insurer) having our Head Office at …….. (Insert address of the Insurer) guarantee and undertake to pay immediately on demand by Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCP) (hereinafter called the 'Employer') the amount of **INR XXXXX/- (Indian Rupees XXXXXX only)** without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Solar Power Developer (SPD) and/or any right / remedy available to the SPD in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to (XX Days). If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding XX year) on receiving instructions from _____**,** on whose behalf this Insurance Surety Bond is issued.

In witness whereof the Insurer, through its authorized officer, has set its hand and stamp on this ..... day of ..... 20..... at ..... .

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Southern Power Distribution Company of Andhra Pradesh Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond

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

Insurance Surety Bond No.: .....
Start Date: .....

To
The Chief General Manager / Projects & IT,
Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL),
Corporate Office, 19-13-65/A Tiruchanoor Road, Tirupati,
Tirupati District, Andhra Pradesh – 517 503, India.

Dear Sirs,

In consideration of the Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL) (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 xxxxxxxxxxxxxxxxxx**,** with its Registered Office at xxxxxxxxxxxxxxxxx (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 Employer's Notification of Award No. xxxxxxxxxxxxxxxx and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No. ..... dated ....., valued at INR ..... and the Contractor having agreed to provide a Contract Performance Surety Bond for the faithful performance of the entire Contract equivalent to xxxxxxxxxxxx/- (Rupees xxxxxxxxxxx Only) of the said value of the Contract to the Employer.

We, ... (Insert Name and Address of the Insurer) having its Head Office at ..... (Insert Head Office address of Insurer) (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 INR xxxxxxxxxxxx/- (Rupees xxxxxxxxxxxxx Only) as aforesaid at any time up to *xx Months (Insert date of expiry here in DD/MM/YYYY format)* without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer, stating that the Contractor has failed to perform its contractual obligations, 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 90 (Ninety) 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 performance of the Contract by the Contractor 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 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 Employer and the Contractor 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 by the Employer of its liberty with reference to the 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.

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

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to INR xxxxxxxxxxx /- (Rupees xxxxxxxxxxx Only) and it shall remain in force up to (Insert xx months from issuance of LOA date) and including xx (xxxxxxx) days and shall be extended from time to time for such period (not exceeding one year), as may be desired prior to xxx months of this Insurance Surety Bond expiry by M/s. xxxxxxxxxxx on whose behalf this Insurance Surety Bond has been given.

Dated this ..... Day of ....., 2025 at .....

Signature

Name

Official Address

Designation with Insurer Stamp

Dated
Witness 1

Signature

Name

Dated
Witness 2

Signature

Name

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - State Industries Promotion Corporation of Tamil Nadu Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(Name of the Contract)

To:

Dear Sirs,

In consideration of the .... [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 M/s [Contractor's Name] 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 Employer's Letter of Acceptance No. and the same having been acknowledged by the Contractor, for dated [Contract sum in figures and words] for [Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(*)..... of the said value of the aforesaid work under the Contract to the Employer.

We ..... [Name & Address of the Insurance Company] ..'..... having its Head Office at .(hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of as aforesaid at any time upto (@) ....[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 Employer on the Insurance Company 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 Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till... [days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. 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 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 Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer 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 However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i. Our liability under this Insurance Surety Bond shall not exceed

ii. This Insurance Surety Bond shall be valid up to .(+).

iii. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Dated this .....day of

WITNESS

Signed for and on behalf of the

Insurance Company

(Signature) (Signature)

(Name) (Name)

Notes:

1. This sum shall be Two & half percent (2.5%) of the Contract Price denominated in the types and proportions of currencies. (@) This date will be thirty (90) days beyond the issue of defect liability period as specified in the Contract.

(+) This date will be the date of issue of defect liability Certificate.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp.

Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.

4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Syama Prasad Mookerjee Port

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

ANNEXURE- VIII

Proforma of Unconditional and Irrevocable Insurance Surety Bond towards Bid Security
BID BOND

Ref. No. …….
Insurance Surety Bond No. ……
Dated ……..
To,
Syama Prasad Mookerjee Port, Kolkata
Haldia Dock Complex
[Address of tender Inviting Authority mentioned in tender]

_____

_____

Sirs,

Whereas Syama Prasad Mookerjee Port, Kolkata, a permanent body having perpetual succession and a common seal constituted under The Major Port Authorities Act 2021 having its registered office at ..... and one of its offices at _____ (address of the Tender Inviting Authority) called "SMPK,HDC" which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees)has floated a Tender No. _____ and M/s _____ having Head / Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid bearing Reference No ..... and Bidder having agreed to furnish, as a condition precedent for participation in the said tender, an unconditional and irrevocable Insurance surety Bond of Indian Rupees (in figures) _____ (Indian Rupees (in words) _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by "SMPK, HDC" which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

We (name of Indian Insurance Company) _____, registered under the laws of India having head / registered office at _____ and registered with Insurance Regulatory and Development Authority of India (IRDAI) (herein after referred to as "the Insurer" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by any official of "SMPK, HDC', the amount of Indian Rs. _____ (in figures)(Indian Rupees (in words) _____ only) in aggregate at any time without any demur and recourse, and without "SMPK, HDC" having to substantiate the demand. Any such demand made by any official of "SMPK, HDC" shall be conclusive and binding on the Insurer and the Insurer shall immediately remit the amount to "SMPK, HDC" in the manner provided at para 7 below irrespective of any dispute or difference raised by the Bidder.

The Insurer confirms that this Insurance Surety Bond has been issued with observance of appropriate laws of the country of issue i.e. India.

The Insurer also agree that this Insurance Surety Bond shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of High Court at Calcutta.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

This Insurance Surety Bond shall be irrevocable and shall remain in force upto _____ (which includes XX (XX) days after the period of bid validity) and any demand/claim in respect thereof should reach the Insurer (through email or registered post or speed post or courier) on or before _____ (Indicate date of expiry of claim period which includes minimum ..... period from the date of expiry of this Insurance surety Bond).

Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is limited to Indian Rs (in figures) _____ (Indian Rupees in words) _____ only) and this Insurance Surety Bond shall remain in force until …….. (indicate the date of expiry of Insurance Surety Bond).

All Caims of "SMPK, HDC" (beneficiary) against this Insurance Surety Bond, shall be remitted by the…… (Insurer's name to be inserted) to the following account of "SMPK,HDC' only through electronic transfer of funds, unless otherwise specifically communicated by "SMPK,HDC':

Beneficiary Account Name: .....
Bank Name: .....
Branch: .....
Bank Account Number: .....
IFSC Code: .....

Any claim under this Insurance Surety Bond must be received by Insurer on or before _____ (Indicate date of expiry of claim period which includes minimum ..... period from the date of expiry of this Insurance Surety Bond). If no such claim has been received by us on or before the said date, the rights of "SMPK, HDC" under this Insurance Surety Bond will cease. However, if such a claim has been received by us on or before the said date, all the rights of "SMPK, HDC' under this Insurance Surety Bond shall be valid and shall not cease until Insurer has satisfied that claim.

The Insurer hereby agrees to waive rights of subrogation against "SMPK, HDC" and its respective Board Members, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above.

In witness whereof, the Insurer, through its authorized officer, has set its hand and stamp on this day of..... at…….

……
(Signature)

Full name, designation and official address (in legible letters) with Insurer’s stamp,

Dated …….

Note:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

This Insurance Surety Bond / all further communications relating to the Insurance Surety Bonds should be forwarded to _____ (Insert the address of the tender inviting Authority mentioned in the Tender) only. Insurance Surety Bond, duly executed as per the above format, is to be enclosed with the offer.

INSTRUCTIONS FOR FURNISHING UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND TOWARDS BID SECURITY

The Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

The Insurance Surety Bond by Indian Bidders will be given on non- judicial stamp paper/e-stamp paper as per stamp duty applicable at the place where Insurer is issuing the Insurance Surety Bond.

The non-judicial stamp paper/franking receipt should be either in name of the Insurer issuing the Insurance Surety Bond or the bidder. Insurance Surety Bond is not applicable for Foreign Bidders.

Insurance Surety Bond can be submitted only if a bidder/contractor is required to submit Bid Security/Bid Bond in Indian Currency only.

The expiry date as mentioned in clause 5 & 6 should be arrived at by adding 45 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.

The expiry of claim period as mentioned in clause 5 & 8 should be arrived at by adding one month period from the date of expiry of the Insurance surety Bond.

A letter from the issuing Insurer of the Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Tender Inviting Authority at its address as well as email as mentioned in NIT/Tender document, should be attached with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Telangana Power Generation Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

(To be executed on Non-Judicial Stamp Paper of Appropriate Value)

Insurance Surety Bond No. …….

Date: _____

(Name of Contract)

To:

TGGENCO

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above-named Contract (hereinafter called "the Bid").

KNOW ALL PERSONS by these present that We ……. (name of Insurance Company) of ……. (address of Insurance Company) (hereinafter called "the Surety"), are bound unto TGGENCO(a Govt. of India Enterprise) (hereinafter called "the TGGENCO") for the sum of ……. (amount),

for which payment well and truly to be made to TGGENCO, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder,
    a. withdraws or modifies its Bid during the period of bid validity, or
    b. adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the TGGENCO during the period of bid validity.
3. fails or refuses to sign the Contract Agreement when required, or
4. fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the TGGENCO up to the above amount upon receipt of its first written demand, without the TGGENCO having to substantiate its demand, provided that in its demand the TGGENCO will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the ……. (name of Insurance Company), utilizing the credit limit of M/s ……. (name of BESSD) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India ((IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 12 months from the last date of Bid Submission), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company …….. in the capacity of ……..
Common Seal of the Insurance Company with complete address including Tel. Nos. / e-Mail Id.

Staff Authority No. of the officer of the Insurance Company /Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian

Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.

2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.
4. Stamp paper shall be purchased in the name of Insurance Company issuing the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Insurance Company shall be requested independently for verification/ confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favor of the(Telangana Power Generation Corporation Limited) TGGENCO issued by any Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in Indian currency (INR) only is acceptable to the TGGENCO.
6. Insurance Surety Bond for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the TGGENCO(authority inviting tenders) with a forwarding letter.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Telecommunications Consultants India Ltd

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT FOR INSURANCE SURETY BOND FOR EMD / BID SECURITY

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

(TO BE ISSUED FROM A DELHI BRANCH)

This BOND is made as a deed AMONG the following parties

The "Bidder" as contractor……..(name and address)

The "Surety Insurer" as guarantor (name and address) and "Purchaser" as Telecommunications Consultants India Limited, (TCIL), TCIL Bhawan, Greater Kailash – I, New Delhi – 110048.

Whereas……(hereinafter called "the Bidder") has submitted its bid dated …… for the ……vide Tendor No. ……dated……..

KNOW ALL MEN by these presents that We……Of……Having our registered office at……..(hereinafter called the "Surety Insurer") irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents and the RFP Document by the Bidder and are irrevocably and unconditionally bound unto Telecommunications Consultants India Limited (hereinafter called "the Purchaser") to the sum of Rs. ……for which the payment will and truly to be made of the said Purchaser, the Surety Insurer binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or

2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity

i. Fails or refuses to execute the Contract, if required; or

ii. The successful bidder fails to submit performance guarantee / security within the prescribed time.

or

iii. The proceeds of Surety Bond (EMD) shall be payable to TCIL in case of breach of any of the terms and conditions of the tender by the bidder.

We, the Surety Insurer, undertake to immediately and forthwith pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

This Surety Bond will remain in force up to and including THIRTY (30) days after the period of bid validity and any demand in respect thereof should reach the Surety Insurer not later than the specified date/dates. TCIL shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions in the said Bidding Documents or to extend time for submission of the Bids or the bid validity period or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder and the Surety Insurer shall not be released from its liability under these presents by any exercise by the TCIL of the liberty as aforesaid or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or releasing the Surety Insurer from its such liability.

The parties acknowledge and agree that neither this Surety Bond nor any obligations hereunder are transferable or assignable.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

The Surety Insurer declares that this Insurance Surety Bond is issued as per applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

Name & Signature of witness	Signature of the authorized Surety Insurer
Address of witness	Name
	Signed in Capacity of
	Full address of Branch
	Tel No. of Branch
	Fax No. / email of Branch

Notes:

4) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
5) The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s).
6) The executing officer of the Surety Bond will indicate his name, designation, and Power of Attorney No. on last page of the Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Telecommunications Consultants India Ltd

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE /

PERFORMANCE SECURITY

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

(TO BE ISSUED BY A DELHI BRANCH)

M/s Telecommunications Consultants India Ltd.,

TCIL Bhawan, Greater Kailash-I

New Delhi 110 048 (INDIA)

Surety Bond No: _____

This BOND is made as a deed AMONG the following parties

The "Supplier" as contractor……(name and address)

The "Surety Insurer" as guarantor (name and address) and "Purchaser" as Telecommunications Consultants India Limited, (TCIL), TCIL Bhawan, Greater Kailash -I, New Delhi 110048

WHEREAS TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi 110048 (INDIA) (hereinafter referred to as "TCIL" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) has accepted the bid of the Supplier in relation to the Tender/RFP/EOI Number……. dated ……and having entered into an agreement dated ……/ issued Purchase Order with No._____ dated _____ with/on M/s _____ (hereinafter referred to as "The Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials and/or Services as per terms and conditions given in the Agreement dated _____ / Purchase Order No. _____ dated _____ and TCIL having agreed that the Supplier shall furnish to TCIL a Surety Bond for the faithful performance of the entire contract, to the extent of xx% (xx percent) of the value of the Purchase Order / Agreement i.e. for Rs _____.

1. We, _____("The Surety Insurer") which shall include OUR successors, administrators and executors irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the said Agreement/PO by the said Supplier and unconditionally and irrevocably undertake to pay forthwith to the TCIL an amount of Rs.*** ** (Rupees mary obligation without any demur, reservation, recourse, contest or protest and without reference to the Supplier, if the Supplier shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Agreement/PO.

2. Hereby, we undertake to pay up to but not exceeding _____ (say _____

Only) upon receipt by us of TCIL's first written demand accompanied by TCIL's declaration stating that the amount claims is due by reason of the Supplier having failed to perform as per the Purchase Order / Agreement and despite any contestation on the part of above named supplier. Any such written demand made by the TCIL stating that the supplier is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Agreement/PO shall be final, conclusive and binding on the surety Insurer, notwithstanding any differences between the TCIL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other TCIL.

3. TCIL shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions in the said Agreement/PO or to extend time for fulfillment and compliance with all or any of the terms and conditions contained in the said Agreement/PO by the said supplier or to postpone for any time and from time to time any of powers exercisable

by it against the said supplier and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Agreement/PO, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the TCIL of the liberty with reference to the matters aforesaid or by any change in the constitution of the TCIL or the Supplier or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or releasing the Surety Insurer from its such liability. In the event of extension of time for performance of the contract, the Surety Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition or protest.

4. WE hereby acknowledge and understand that it shall not be necessary for TCIL to proceed against the said supplier before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the TCIL may have obtained from the said supplier or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealized.

5. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of TCIL in writing.

6. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

7. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

8. This Surety Bond will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Surety Bond will become of no effect whatsoever whether returned to us or not.

9. The parties acknowledge and agree that neither this Surety Bond nor any obligations hereunder are transferable or assignable.

10. The Surety Insurer declares that this Insurance Surety Bond is issued as per applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

_____

Authorized Signature

Manager

Seal of Insurer Surety

Contact details

Name & Signature of witness

Address of witness

Signature of the authorized Surety Insurer

Name

Signed in Capacity of

Full address of Branch

Tel No. of Branch

Fax No. / Email of Branch

Notes:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

4) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
5) The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s).
6) The executing officer of Surety Bond will indicate his name, designation, and Power of Attorney No. on last page of the Surety Bond

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – THDC India Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond for Earnest Money Deposit

Insurance Surety Bond No: _____

Date: _____

Name of Contract:

To:
_____
_____

WHEREAS _____, having its registered office at _____; and corporate office at _____ (hereinafter called "the Bidder") has submitted its Bid dated _____ for the performance of the above named Contract (hereinafter called "the Bid").

KNOW ALL PERSONS by these present that We_____ (name of Insurance Company) of _____ (address of Insurance Company) (hereinafter called "the Surety"), are bound unto THDC India Limited (a Mini Ratna Govt. PSU) (hereinafter called "the Employer") for the sum of Rs. _____ (Rupees _____ Only) for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.

2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.

   b) fails or refuses to sign the Contract Agreement when required, or
   b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The right of the Corporation to recover the said amount of **Rs.** _____ **(Rupees** _____ **Only)** from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____, having its registered office at _____**;** and corporate office at _____ (Tenderer) and/or that any dispute or disputes are pending before any authority/office tribunal or arbitrator (s) etc.

The Surety declares that this Insurance Surety Bond is issued by the _____ (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 45 days after the period of bid validity) i.e. up to _____, and any demand in respect thereof must reach the Surety not later than the above date. This insurance surety bond shall be irrevocable.

For and on behalf of the Insurance Company

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

_____

in the capacity of

_____

Seal of the Insurance Company with complete address including Tel. Nos. / e-Mail Id.
Staff Authority No. of the officer of the Insurance Company /Signatory

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - The Kerala Industrial Corridor Development Corporation

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond for BID Security Guarantee
(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....
Date:……

Name of Contract: "…….".

To,
The Managing Director,
The Kerala Industrial Corridor Development Corporation Limited,
……..
……..

In consideration of SPV, The Kerala Industrial Corridor Development Corporation, represented by Managing Director having its office in Kerala, (hereinafter referred to as the Employer, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of **……(name of the contractor)…….**and having its registered office at **……(Address of the contractor)……**(hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for **……(project details)……."** Project (hereinafter referred to as "the Project") pursuant to the RFQ cum RFP Document dated ……issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we ---------- (Name & Address of the Insurance Company) having our registered office at ……and one of its branches at ……..(hereinafter referred to as the "Surety"), at the request of the Bidder, do hereby in terms of Clause 1.2.5 of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFQ cum RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of **Rs……/- (Rupees ……only)** (hereinafter referred to as the "Surety") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

We .....[Name & Address of the Insurance Company] ..... having its Head Office at .....(hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of ..... (*) ..... as aforesaid at any time upto ..... (@) .....[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 Employer on the Insurance Company 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 Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till ……..[days/month/year] whichever is earlier.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. 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 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 Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer 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 However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the ……(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i. Our liability under this Insurance Surety Bond shall not exceed ……(*)……
ii. This Insurance Surety Bond shall be valid up to ……(+)…….
iii. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before ……..@.....

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

WITNESS

Signed for and on behalf of the Insurance

Company

....
(Signature) (Signature)
....
(Name) (Name)

Notes:
1. (*) This sum shall be Rs. XXXXXXX denominated in the types and proportions of currencies. (@) This date will be two hundred and forty (240) days from the bid due date.
(+) This date will be the date of issue of defect liability Certificate.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.

4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - The Kerala Industrial Corridor Development Corporation

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE

(To be execute on Non-Judicial Stamp paper of appropriate value)

(Insurance Surety Bond No……)

Date.....

(Name of the Contract)

To:

Dear Sirs,

In consideration of the ….[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 M/s ..... [Contractor's Name] .... 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 Employer's Letter of Acceptance No.

..... dated ..... and the same having been acknowledged by the Contractor, for …… [Contract sum in figures and words] for …….. [Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ……..(*)…….. of the said value of the aforesaid work under the Contract to the Employer.

We .....[Name & Address of the Insurance Company] ..'..... having its Head Office at ..... (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of .....(*) ..... as aforesaid at any time upto ..... (@) .....[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 Employer on the Insurance Company 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 Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till ……..[days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. 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 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 Employer and the Contractor or any other course or remedy or security available to

the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer 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 However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the ……(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i. Our liability under this Insurance Surety Bond shall not exceed ……(*)……

ii. This Insurance Surety Bond shall be valid up to ……(+)…….

iii. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before ……..@.....

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

WITNESS	Signed for and on behalf of the Insurance Company
.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)

Notes:

1. (*) This sum shall be Two & half percent (2.5%) of the Contract Price denominated in the types and proportions of currencies. (@) This date will be thirty (90) days beyond the issue of defect liability period as specified in the Contract.

(+) This date will be the date of issue of defect liability Certificate.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp.

Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - U P Jal Nigam

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

[Bid Security – HAM]

To,
THE SUPERINTENDING ENGINEER
CIRCLE OFFICE, U.P. JAL NIGAM (RURAL),
4/4 SANJAY PLACE, AGRA

S.B. No.: _____
Dated: _____

1. In consideration of you, **THE SUPERINTENDING ENGINEER, CIRCLE OFFICE, U.P. JAL NIGAM (RURAL), 4/4 SANJAY PLACE, AGRA** (hereinafter referred to as the "Owner", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ (Leader Member) having office at _____ jointly with _____(Other Member) *(hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns)*, for "_____**"** *[Name of the Project]* on Hybrid Annuity Model (hereinafter referred to as "the Project") pursuant to the RFP document dated **DD-MM-YYYY** issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we _____ *[Name of the Surety Insurer]* having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Surety Insurer"), at the request of the Bidder, do hereby in terms of Clause 15 of the Bidding Documents, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Owner and amount of **Rs._____/- (Rupees XXXX Only)** (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Owner stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Owner is disputed by the Bidder or not, merely on the first demand from the Owner stating that the amount claimed is due to the Owner by reason

of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including the following: a. failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. b. if the said Bidder, having been notified of the acceptance on its Bid by the Owner during the period of Bid Validity; (i) fails to sign the Form of Concession Agreement in accordance with and when required by Clause 31; or (ii) fails to provide the performance security to the Owner in accordance with and when required by Clause 16. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding **Rs._____/- (Rupees XXXXX Only).**

4. This Surety Bond shall be irrevocable and remain in full force for a period of **XX (XXXXX) days** beyond the Bid Validity Period and a claim period of **XX (XXXX) days** or for such extended period as may be mutually agreed between the Owner and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amount under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Owner shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Owner that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Owner and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Owner.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation or the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Owner shall be entitled to treat the Surety Insurer as the principal debtor. The Owner shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid Validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Owner, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Owner of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Owner or any indulgence by the Owner to the said Bidder or by any change in the constitution of the Owner or its absorption, merger or amalgamation with any other person or any other matter or thing

whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Owner to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Owner may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Owner in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to **Rs._____/- (Rupees XXXXXX Only).** The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Owner serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before _____ [indicate date falling 45 days beyond the bid validity period].

14. This Surety Bond shall also be operatable at our _____ branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose (portal address…….).

Signed Delivered by …… Company
By the hand of Mr./Ms……, its …… and authorized official.
(Signature of the Authorised Signatory)
(official seal)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Notes:

i. The Insurance Surety Bond should contain the name, designation and code number of the Authorised Signatory signing the Insurance Surety Bond.

ii. The Address, telephone number, email ID and other details of the head office of the Insurance Company as well as issuing branch should be mentioned on the covering letter of issuing branch.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - U P Jal Nigam

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

ANNEXURE 4: FORM OF PERFORMANCE SECURITY

FORM OF PERFORMANCE SECURITY

[Insurer's Name, and Address of Issuing Branch or Office]

Beneficiary:_[Name and Address of Owner]

Date:

PERFORMANCE GUARANTEE NO.: ____

We have been informed that [name of Operator] (hereinafter called "the Bidder") has entered into Contract No. [reference number of the contract] dated_____ with you, concerning a contract to design, build, operate and transfer STP, New/Replace Outfall/Interceptor sewer Line Pumping Stations, all appurtenant structures and allied works in the city of Aligarh (hereinafter called "the Contract") [, with _____ [name of the Nominated STP Sub-Contractor] (hereinafter called "the Sub-Contractor") being nominated by the Bidder as the Sub-Contractor for STP construction and operation and maintenance.]30 .

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the [Bidder/Sub-Contractor][1], we___[name of Insurance Company] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] (___) [amount in words], upon receipt by us of your first demand in writing accompanied by a written statement stating that the [Bidder/Sub-Contractor][2] is in breach of its obligations under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the earlier of:

(a) six months after the End Date, as defined in the Contract; or

(b) six months after the date of termination of the Contract pursuant to its terms. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758 except that the supporting statement under Article 15(a) is hereby excluded.

Yours truly,

[Name of Insurance Company]

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Unique Identification Authority of India

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Annexure XXVII
Form of Insurance Surety Bond towards EMD
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:
Date:

To
xxxxx

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document xxxx Dated: xxxx, **xxxx** having its Registered/Head Office at **xxxx** (hereinafter called the 'Supplier') wish to participate in the said bid for **xxxxx"**

As an irrevocable Insurance Surety Bond against Bid Security for an amount of **xxxx (amount in words)** valid for **xxxx** from **xxxx** required to be submitted by the Supplier as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the {Name of the Insurer} having our Head Office at {address of the Insurer} guarantee and undertake to pay immediately on demand by UIDAI (hereinafter called the 'Owner') the amount of .....(*)..... without any reservation, protest, demand and recourse. Any such demand made by the 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Supplier and/or any right/remedy available to the supplier in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto **xxxx** If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s {Supplier's Name} on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this ..... day of ..... 20..... at .....

.....
(Signature)
.....
(Name)
.....
(Designation with Insurer Stamp)
Authorised Vide Power of Attorney PoA No.....
Date.....

NOTE:
(*) The amount shall be as specified in the INR.
(**) This shall be the last date of bid submission deadline.
1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
2. The Owner shall be the Creditor, the Supplier 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.
3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Supplier/Insurer issuing the Insurance Surety Bond.
4. While getting the Insurance Surety Bond issued, Suppliers are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Suppliers are required to fill up this Form and enclose the same with the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - UP New and Renewable Energy Development Agency

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT OF INSURANCE SURETY BOND TOWARDS EMD
(To be stamped in accordance with stamp act of India)

Insurance Surety Bond No.:
Date:

To,

UP New and Renewable Energy Development Agency

In accordance with your RfS No. ……dated ……., M/s ……[Insert name of the Bidder] having its Registered/Head Office at…….. [Insert address of the bidder] (hereinafter referred to as 'bidder') wish to participate in the said bid for ……..[Insert name of the RfS].

As an irrevocable Insurance Surety Bond against Bid Security for an amount of ..... [Insert amount not less than that derived in line with Clause 13.0 of the RfS] valid for……[insert date of validity in accordance with Clause No.13.0 of this RfS] required to be submitted by the bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the RfS Documents.

We, the…….. [Insert name of the 'Insurer'] having our Head Office at ……..[Insert address of the Insurer] guarantee and undertake to pay immediately on demand by Uttar Pradesh New & Renewable Energy Development Agency (hereinafter referred to as 'UPNEDA') the amount of ..... [Insert amount not less than that derived in line with Clause 13.0 of the RfS] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by SECI shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unequivocal, unconditional as well as irrevocable and shall remain valid upto..... [insert date of validity in accordance with Clause No. 13.0 of this RfS]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from M/s ……[Insert name of the Bidder] on whose behalf this Insurance Surety Bond is issued.

The Insurer hereby agrees and acknowledges that the UPNEDA shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by UPNEDA, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to UPNEDA.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [Insert name of the Bidder] and/ or any other person.

The Insurer shall not require UPNEDA to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against UPNEDA in respect of any payment made hereunder.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer. This Insurance Surety Bond shall be a primary obligation of the Insurer and accordingly UPNEDA shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by UPNEDA or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this

..... day of ..... 20..... at .....

.....

(Signature) .....

(Name) ..... (Designation with Insurer Stamp)

Power of Attorney No.....

Date.....

Email id of the Branch for confirmation of this Bond: …….

NOTE: 1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

2. SECI shall be the Creditor, the bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of bidder/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - UP New and Renewable Energy Development Agency

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY
(To be stamped in accordance with stamp act of India)

Insurance Surety Bond No.:

Date:

To Uttar Pradesh Power Corporation Ltd

In consideration of Uttar Pradesh New and Renewable Energy Development Agency (hereinafter referred to as 'UPNEDA' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Insert name of

Solar Power Developer]..... with its Registered/Head Office at..... (Hereinafter referred to as the 'Solar Power Developer' or 'SPD', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), the Project of capacity of ….. MW for supply of power there from on long term basis, in response to the RfS No. ……. dated……, issued by UPNEDA by issuing Letter of Award No. ……dated…….. and the same having been unequivocally accepted by the SPD, resulting into a Power Purchase Agreement (PPA) to be entered, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s ……. {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable] and the SPD having agreed to provide a Performance Guarantee of the amount up to and not exceeding Indian Rupees ……..[Total Value] only.

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 UPPCL unequivocally, irrevocably and unconditionally, on demand any and all amount to the extent of amount up to and not exceeding Indian Rupees _____ [Total Value] on behalf of M/s _____ [Insert name of the selected

SPD] at any time up to ..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the SPD. Any such demand made by UPPCL on the Insurer shall be conclusive and binding notwithstanding any difference between the UPPCL and the SPD 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 UPPCL and further agrees that the guarantee herein contained shall be enforceable till UPPCL discharges this guarantee.

UPPCL 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 performance of the Contract by the SPD 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, UPPCL 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 SPD, 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 Power Purchase Agreement between UPPCL and SPD or any other course or remedy or security available to UPPCL.

The Insurer shall not be released of its obligations under these presents by any exercise by UPPCL of its liberty with reference to the 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 UPPCL or any other indulgence shown by UPPCL or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

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

The Insurer hereby agrees and acknowledges that the UPPCL I shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit

The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by UPPCL, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to UPPCL.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [Insert name of the SPD] and/ or any other person. The Insurer shall not require UPPCL to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against UPPCL in respect of any payment made hereunder.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

The Insurer acknowledges that this Insurance Surety Bond is not personal to UPPCL and may be assigned, in whole or in part, (whether absolutely or by way of security) by UPPCL to any entity to whom UPPCL is entitled to assign its rights and obligations under the RfS.

The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by UPPCL, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to UPPCL .

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [Insert name of the SPD] and/ or any other person. The Insurer shall not require UPPCL to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against UPPCL in respect of any payment made hereunder.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer. The Insurer acknowledges that this Insurance Surety Bond is not personal to UPPCL and may be assigned, in whole or in part, (whether absolutely or by way of security) by UPPCL to any entity to whom UPPCL is entitled to assign its rights and obligations under the RfS.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to INR …….. (Indian Rupees …… only) and it shall remain in force up to and including ..... and shall be extended from time to time for such period, as may be desired by M/s .....[SPD's Name] on whose behalf this Insurance Surety Bond has been given.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this

..... day of ..... 20..... at ....

(Signature) .....

(Name) ..... (Designation with Insurer Stamp) Power of Attorney No.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Date.....

Email id of the Branch for confirmation of this Bond: ……

WITNESS :

1.....

Signature) .....

(Name) .....

(Official Address)

2. .....

(Signature) .....

. (Name) .....

(Official Address)

Notes : 1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

2.UPPCL I shall be the Creditor, the SPD 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

3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher.

The Stamp Paper/e-stamp paper shall be purchased in the name of SPD/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Uttarakhand Project Development and Construction Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY PERFORMANCE BOND

Bond No .....
Date.....

To,
Uttarakhand Project Development and Construction Corporation Limited (UPDCC),
XXXXXXXX

Dear Sirs,

In consideration of the Uttarakhand Project Development and Construction Corporation Limited (UPDCC), XXXXXXXX (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 M/s XXXXXXXXXXXXXX with its Registered/Head Office at XXXXXXXXXX (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 Employer's Letter of Acceptance No XXXXXXXXXX dated XXXXXXXX and the same having been acknowledged by the Contractor, for Rs. XXXXXXXX /- (Rupees XXXXXXXX Only) for "XXXXXXXX" and the Contractor having agreed to provide a Contract Performance Bond for the faithful performance of the entire Contract equivalent to Rs. XXXXXXXX (Rupees XXXXXXXX Only) of the said value of the aforesaid Works under the Contract to the Employer.

We (Name 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 monies payable by the Contractor to the extent of Rs. XXXXXXXX (Rupees XXXXXXXX Only) as aforesaid at any time up to XXXXXXXX without any demur, reservation, contest, recourse or protest and/or without any reference to the 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 Bond during its currency without previous consent of the Employer and further agrees that the Bond herein contained shall continue to be enforceable till the Employer discharges this Bond or till XXXXXXXX whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Bond, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this 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 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 Employer and the Contractor 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 by the Employer 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 the law would, but for this provision have the effect of relieving the Insurer.

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

iv) Our liability under this Insurance Surety Performance Bond shall not exceed Rs. XXXXXXXX (Rupees XXXXXXXX Only).

v) This Insurance Surety Performance Bond shall be valid up to XXXXXXXX.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

vi) We are liable to pay the Bond amount or any part thereof under this Insurance Surty Bond only and only if the Employer serves upon Insurer a written claim or demand on or before XXXXXXXX.

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

WITNESS

(Signature) .....

(Name).....

.....
(Official Address)

(Signature).....

(Name).....

.....
(Designation with Surety Insurer Stamp)

Attorney as per Power of Attorney
No.....
Dated.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Vadhvan Port Project Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond Format as Bid Security
(Refer Clauses 2.1.6 and 2.20.1)

1. In consideration of you, Vadhvan Port Project Limited, having its office at ……., (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of …… (a Company registered under companies Act, 1956/2013) and having its registered office at …… (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for…… (hereinafter referred to as "the Project") pursuant to the RFP Document dated …… issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Surety Issuer) having our registered office at …… and one of its branches at …….. (hereinafter referred to as the "Surety Issuer"), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. …….. (Rupees …….. only) plus GST, (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs…….. (Rupees …….. only), plus GST.

4. This Surety Bond shall be irrevocable and remain in full force for a period of XX (XX) days from the BID Due Date and a claim period of XX (XX) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Surety Insurer along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. …… (Rupees …….. only) plus GST, The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before *** (indicate date falling XX days after the BID Due Date).

14. This Surety Bond shall also be operatable at our…… Branch at ……, from whom, confirmation regarding the issue of this Surety Bond or extension / renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Signed and Delivered by ……..Surety Insurer
By the hand of Mr./Ms ……., its……. and authorised official

(Signature of the Authorised Signatory)

(Official Seal)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Vadhvan Port Project Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORM OF PERFORMANCE SECURITY – SURETY BOND

Name of Contract / Contract No.: _____

Name and address of Beneficiary (the "Employer"): _____

We have been informed that _____ [insert name of the Contractor] (hereinafter called the "Principal") is your contractor under such Contract, which require him / her to obtain a Performance Security.

By this Bond,_____ [insert name and address of Contractor] (who is your Contractor under such Contract) as Principal and_____ [insert name and address of Guarantor] as Guarantor are irrevocably held and firmly bound to the Beneficiary in the total amount of _____ [insert in figures and words the maximum amount payable and the currency in which it is payable] (the "Bond Amount") for the due performance of all such Principal's obligations and liabilities under the above named Contract.

[Such Bond Amount shall be reduced by _____ % upon the issue of the Taking-Over Certificate for the whole of the Works under Clause 10 of the Conditions of Contract.] (1)

This Bond shall become effective on the Commencement Date defined in the Contract.

Upon Default by the Principal to perform any contractual obligation, or upon the occurrence of any of the events and circumstances listed in Sub-Clause 15.2.1 of the Conditions of Contract, the Guarantor shall satisfy and discharge the damages sustained by the Beneficiary due to such Default, event or circumstances. (2) However, the total liability of the Guarantor shall not exceed the Bond Amount.

The obligations and liabilities of the Guarantor shall not be discharged by any allowance of time or other indulgence whatsoever by the Beneficiary to the Principal, or by any variation or suspension of the Works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Principal or the Beneficiary, or by any other matters, whether with or without the knowledge or consent of the Guarantor.

Any claim under this Bond must be received by the Guarantor on or before_____ [insert the date six months after the expected expiry of the Defects Notification Period for the Works] (the "Expiry Date"), when this Bond shall expire and shall be returned to the Guarantor.

The benefit of this Bond may be assigned subject to the provisions for assignment of the Contract, and subject to the receipt by the Guarantor of evidence of full compliance with such provisions.

This Bond shall be governed by the law of _____ [insert the law governing the bond] being the same country (or other jurisdiction) as that which governs the Contract. This Bond incorporates and shall be subject to the Uniform Rules for Contract Bonds, published as number 524 by the International Chamber of Commerce, and words used in this Bond shall bear the meanings set out in such Rules.

Whereas this Bond has been issued by the Principal and the Guarantor on _____ [date]

Signatures for and on behalf of the Principal:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

_____	_____
(Signature)	(Signature)
_____	_____
(Name)	(Name)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – VOC Port Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Bond Format as Bid Security

1. In consideration of you, V. O. Chidambaranar Port Authority, having its office at …… (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of …… (a Company registered under companies Act, 1956/2013) and having its registered office at …… (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for …… (hereinafter referred to as "the Project") pursuant to the RFP Document dated …… issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we …… (Name of the Surety Issuer) having our registered office at …… and one of its branches at …….. (hereinafter referred to as the "Surety Issuer"), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs…….. (Rupees…….only including GST) hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs…… (Rupees …….. only including GST). This Surety Bond shall be irrevocable and remain in full force for a period of XXX (……) days from the BID Due Date and a claim period of XX (……..) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

4. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

5. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

6. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Surety Insurer along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

10. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

11. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

12. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs…… (Rupees ……. only including GST). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before *** (indicate date falling XXX days after the BID Due Date).

13. This Surety Bond shall also be operatable at our…….. Branch at ……, from whom, confirmation regarding the issue of this Surety Bond or extension / renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

14. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Signed and Delivered by ……..Surety Insurer

By the hand of Mr./Ms ……., its……. and authorised official

(Signature of the Authorised Signatory)

(Official Seal)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – VOC Port Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY

Insurance Surety Bond No. **Date:**

To
……

……

Amount of Insurance Security Bond: Rs……
Security Bond cover period from…….to…….. up to claim period ……..

THIS INSURANCE SURETY BOND executed on……..at …….. by ……..(Name and Address of the Insurer) (hereinafter called **"the Insurer",** which expression shall unless it be repugnant to the subject or context thereof, include its executors, successors administrators, and assigns;

IN FAVOUR OF
The Authority Members of the VOC Port Authority are constituted under the Major Port Authorities Act, 2021 (hereinafter called **"the Authority"** which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors, administrators, executors and assigns;

WHEREAS ……. (Usual wordings used in case of ……)
WHEREAS…….. – do-
WHEREAS…… -do-

In consideration of the Authority having awarded to M/s **……** a company registered (CIN:……..) under the Companies Act 2013 by the laws of India with its Registered Office ……..(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 Authority's Work Order No …… dated …… and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No…….. dated ....., valued at **Rs ……** (Inc. GST) for and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to **Rs. ……..** (Rupees …… Only (amount)) XX% of the said value of the Contract to the Authority.

We .....[Name & Address of the Insurer] ..... having its Head Office at ..... (hereinafter referred to as the 'Insurer' do hereby guarantee and undertake to pay the Authority, on demand any and all amount payable by the Contractor to the extent of .....(*)..... as aforesaid at any time up to ..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Authority on the Insurer stating that the contractor has defaulted under the

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

terms and conditions of the contract shall be conclusive and binding notwithstanding any difference between the Authority 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 Authority and further agrees that the guarantee herein contained shall be enforceable till the Authority discharges this guarantee.

The Authority 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 performance of the Contract by the Contractor 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 Authority 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 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 Authority and the Contractor or any other course or remedy or security available to the Authority.

The Insurer shall not be released of its obligations under these presents by any exercise by the Authority of its liberty with reference to the 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 Authority or any other indulgence shown by the Authority or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

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

This Surety Bond will not be discharged due to the change in the constitution of the Insurer or the Contractor. It is also hereby agreed that only Court at ……. shall have exclusive jurisdiction in respect of all matters, including any demands, claims, under this Surety Bond.
Notwithstanding anything contained hereinabove:

a) Our liability under this Insurance Surety Bond shall not exceed **Rs. ……** (Rupees …… Only)

b) This Insurance Security Bond shall remain in force upto and including..... and encash able at ……..(address of Insurer) ……

c) We are liable to pay the Surety Bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before …… (3 months, from validity date.)

IN WITNESS WHEREOF the Insurer has set its hands hereunto on the day, month and year first hereinabove written.

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

WITNESS :

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

1. ..... .
(Signature) (Signature)
....
(Name) (Name)
....
(Official Address) (Designation with Insurer Stamp)
Authorised Vide Power of Attorney No.....Date.....

2. .....
(Signature) .....
(Name) .....
(Official Address)

Notes:

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

2. The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher**.**

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - WAPCOS Ltd

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND TOWARDS EARNEST MONEY DEPOSIT (EMD)

Reference: …… Insurance Surety Bond No.: …… Date: .....

To
WAPCOS Limited,
_____

In consideration of the _____ (hereinafter referred to as 'Bidder') submitting the response to NIT inter alia for [Insert Number and subject of the NIT], in response to the NIT No. _____ Dated _____ issued by WAPCOS Limited (hereinafter referred to as WAPCOS) and WAPCOS considering such response to the NIT of _____ having its Registered/Head Office at_____ as per the terms of the NIT, the _____, _____, hereby agrees unequivocally, irrevocably and unconditionally to pay to WAPCOS at **WAPCOS Ltd.,** _____ forthwith without demur on demand in writing from WAPCOS or any Officer authorized by it in this behalf, any amount upto and not exceeding INR _____ (Rupees _____ only), on behalf of _____ within XX working days from the date of receipt of written demand by WAPCOS.

This guarantee shall be valid and binding on _____ having _____ and one of its branches at _____ up to and including _____ and shall not be terminable by notice or any change in the constitution of _____ or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (Rupees _____ only). Our Guarantee shall remain in force until _____. WAPCOS shall be entitled to invoke this Guarantee till _____.

The Guarantor Insurance Company hereby agrees and acknowledges that the WAPCOS shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Guarantor Insurance Company hereby expressly agrees that it shall not require any proof in addition to the written demand by WAPCOS, raised at the above-mentioned address of the Guarantor Insurance Company, in order to make the said payment to WAPCOS.

The Guarantor Insurance Company shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ and/ or any other person. The Guarantor Insurance Company shall not require WAPCOS to justify the invocation of this Insurance Surety Bond, nor shall the Guarantor Insurance Company have any recourse against WAPCOS in respect of any payment made hereunder.

This Insurance Surety Bond shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

The Guarantor Insurance Company represents that this Insurance Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Insurance Company in the manner provided herein.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Insurance Company.

This Insurance Surety Bond shall be a primary obligation of the Insurance Company and accordingly WAPCOS shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by WAPCOS or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is restricted to INR _____ (Rupees _____only) and it shall remain in force until _____.

We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only if WAPCOS serves upon us a written claim or demand.

Signature:……..

Name: _____

Power of Attorney No.: _____

For

_____

_____

Contact Details of the Insurance Company: _____

E-mail ID of the Insurance Company: _____

Insurance Company's Stamp and Full Address:

Dated this ……..day of…… , 20……..

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - WAPCOS Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

PROFORMA OF SURETY BOND FOR PERFORMANCE GUARANTEE
(Non-Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

To,
WAPCOS Ltd.,
……
……

In consideration of **WAPCOS Ltd.,** (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 ……**,** …… (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 Employer's Notification of Award/Intent No. …… dt. …… and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs…… (Rupees …… only) for …… (hereinafter called "the contract") and the Contractor having agreed to provide a Contract Performance Security for the faithful performance of the entire contract equivalent to **Rs…… (Rupees …… only)**.

WHEREAS, the terms and conditions of the contract require the contractor to furnish a Insurance Surety Bond for **Rs…… (Rupees …… only)** being ……% of the total value of the contract for proper execution and due fulfilment of the terms and conditions contained in the contract.

We, the....., (hereinafter called "Surety Insurer") which expression shall unless repugnant to the subject or context include its successors and assigns) having our registered office at …… and branch office at .....hereby unconditionally and irrevocably undertake and guarantee payment to WAPCOS Limited forthwith on the same day on demand in writing and without protest or demur of any and all moneys payable by the contractor/supplier to WAPCOS Limited under, in respect or in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by WAPCOS Limited by reason of any breach by the contractor/supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by WAPCOS Limited to the Surety Insurer with reference to this Surety Bond up to and aggregate limit of **Rs…… (Rupees …… only)** the Surety Insurer hereby agrees with WAPCOS Limited that:

1. This Surety Bond shall be continuing guarantee and shall remain valid and irrevocable for all claims of WAPCOS Limited and liabilities of Supplier/Contractor till the date of expiry of Surety Bond i.e. ……. The claim period of the Surety Bond shall be for a period of XX Months after the date of expiry of Surety Bond.

2. WAPCOS Limited shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by WAPCOS Limited against

the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of WAPCOS Limited or any indulgence by WAPCOS Limited to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

3. This Surety Bond shall be in addition to any other Surety Bond or security whatsoever WAPCOS Limited may now or at any time have in relation to the performance of the works/equipment and WAPCOS Limited shall have full authority to take re-course or to enforce this security in preference to any other Surety Bond or security which the WAPCOS Limited may have or obtained and no forbearance on the part of WAPCOS Limited in enforcing or requiring enforcement of any other security shall have the effect of releasing the Surety Insurer from its liability hereunder.

4. This Surety Bond shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to WAPCOS Limited in terms thereof are paid by the Surety Insurer or till expiry of the Surety Bond including claim period of Surety Bond, whichever is earlier.

5. The Surety Bond in no event be terminable, for any change in the constitution of the Surety Insurer or for any other reasons whatsoever and the liability of the Surety Insurer hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, or agreed with or without knowledge or consent of WAPCOS Limited, by or between Supplier/ Contractor and the Surety Insurer.

6. The Surety Insurer hereby waives all rights at any time inconsistent with the terms of this Surety Bond and the obligations of the Surety Insurer in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the supplier/contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/contractor stopping or preventing or purporting to stop or prevent any payment by the Surety Insurer to WAPCOS Limited in terms hereof.

7. The amount stated in any notice of demand addressed by WAPCOS Limited to the Surety Insurer as liable to be paid to WAPCOS Limited by the supplier/ contractor or as suffered or incurred by WAPCOS Limited on account of any losses or damages, costs, charges and / or expenses shall as between the Surety Insurer and WAPCOS Limited be conclusive of the amount so liable to be paid to WAPCOS Limited or suffered or incurred by WAPCOS Limited as the case may be and payable by the Surety Insurer to WAPCOS Limited in terms hereof subject to a maximum of **Rs…….. (Rupees …… only)**.

8. Unless demand or claim under this Surety Bond is made on the Surety Insurer in writing within XX Months after the date of expiry of the Surety Bond, the Surety Insurer shall be discharged from all liabilities under this Surety Bond there under.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Notwithstanding anything contained herein before our liability under this Surety Bond is restricted to **Rs…… (Rupees ……. only)**. This Surety Bond will expire on..... Any claim under this Surety Bond must be received by us within XX Months after the date of expiry.

This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed this ..... day of ..... at…….

WITNESS.

For and on behalf of Company

1._____
_____
_____

2._____
_____

ATTESTED BY (NOTARY PUBLIC)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Water Resources Department, Rajasthan

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Form of Bid Security

[*Insert Guarantor letterhead*]

Beneficiary: [*Insert its name and address*]

IFB No.: [*Insert number of Invitation for Bids*]

Date: [*Insert date of issue*]

BID GUARANTEE No.: [*Insert guarantee reference number*]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [*insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof*] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of [*insert description of contract*].

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [*insert amount in words*] ([*insert amount in figures*]) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary's bidding document.

This guarantee shall expire and be returned to us: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____

[*signature(s)*]

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Water Resources Department, Rajasthan

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Performance Security

[*Insert Guarantor letterhead*]

Beneficiary: [*Insert name and Address of the Employer*]

Date: [*Insert date of issue*]

Performance Guarantee No.: [*Insert guarantee reference number*]

Guarantor: [*Insert name and address of place of issue, unless indicated in the letterhead*]

We have been informed that [*insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture*] (hereinafter called "the Applicant") has entered into Contract No. [*insert reference number of the contract*] dated [*insert date*] with the Beneficiary, for the execution of [*insert name of the contract and brief description of the Works*] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [*insert amount in figures*] ([*insert amount in words*]), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This guarantee shall expire and be returned to us, no later than the *[insert the day*] day of *[insert month], [insert year]*, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[*signature(s)*]

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Advance Bond - Water Resources Department, Rajasthan

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Advance Payment Security

[*Insert Guarantor letterhead*]

Beneficiary: [*Insert name and Address of the Employer*]

Date: [*Insert date of issue*]

Advance Payment Guarantee No.: [*Insert guarantee reference number*]

Guarantor: [*Insert name and address of place of issue, unless indicated in the letterhead*]

We have been informed that [*insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture*] (hereinafter called "the Applicant") has entered into Contract No. [*insert reference number of the contract*] dated [*insert date of the contract*] with the Beneficiary, for the execution of [*insert name of contract and brief description of Works*] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [*insert amount in figures*] ([*insert amount in words*]) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [*insert amount in figures*] ([*insert amount in words*]) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number [*insert number*] at [*insert name and address of Applicant's bank*].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire and be returned to us, at the latest, upon our receipt of a copy of the interim payment certificate indicating that -------- (XX) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the [*insert day*] day of [*insert month*], [*insert year*], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[*signature(s)*]

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Retention Bond - Water Resources Department, Rajasthan

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Retention Money Security

[*Insert Guarantor letterhead*]

Beneficiary: [*Insert name and Address of the Employer*]

Date: [*Insert date of issue*]

Retention Money Guarantee No.: [*Insert guarantee reference number*]

Guarantor: [*Insert name and address of place of issue, unless indicated in the letterhead*]

We have been informed that [*insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture*] (hereinafter called "the Applicant") has entered into Contract No. [*insert reference number of the contract*] dated [*insert date of the contract*] with the Beneficiary, for the execution of [*insert name of contract and brief description of* Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [*insert amount in figures*] ([*insert amount in words*]) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or show grounds for its demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number [*insert account's number*] at [*insert name and address of Applicant's bank*].

This guarantee shall expire and be returned to us no later than the [*insert day*] day of [*insert month*], [*insert year*], and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[*signature(s)*]

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Mobilization Advance Bond - Ahmedabad Urban Development Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Annexure I of Schedule F (See Clause 23.8)
Format for Surety Bond for Mobilization Advance

……

AHMEDABAD URBAN DEVELOPMENT AUTHORITY,

……..

WHEREAS:

(A) …….. (the "Concessionaire") and ……., AHMEDABAD URBAN DEVELOPMENT AUTHORITY (the "Authority") have entered into a Concession Agreement dated …….. (the "Agreement") whereby the Authority has agreed to the Concessionaire undertaking …….. on Hybrid Annuity Mode (HAM) or design, build, operate and transfer ("DBOT Annuity or Hybrid Annuity") basis, subject to and in accordance with the provisions of the Agreement.

(B) In accordance with Clause ….. of the Agreement, the Authority shall make to the Concessionaire an interest bearing (@ average of one year MCLR of top 5 Scheduled Commercial Banks)+(XX% compounded annually) advance payment (herein after called "Mobilization Advance") not exceeding XX% (……. per cent) of the Bid Project Cost (Surety Bond Amount); and that the Mobilization Advance shall be made in [one/two] installment(s) subject to the concessionaire furnishing an irrevocable and unconditional Surety Bond for an amount equivalent to XXX% (…….. percent) of such installment to remain effective till the complete and full payment of the installment of the Mobilization Advance as security for compliance with its obligations in accordance with the Agreement. The amount of {first/second} installment of the Mobilization Advance is Rs…….. (Rupees …… only) and the amount of this Surety Bond is Rs……. Cr. (Rupees …… only) (the "Surety Bond Amount")•

(C) We, ……..through our branch at…….. (the "Surety Insurer") have agreed to furnish this Surety Bond (hereinafter called the "Surety Bond") for the Surety Bond Amount.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of Mobilization Advance under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums upto an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an Officer not below the rank of …… in the AHMEDABAD URBAN DEVELOPMENT AUTHORITY, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations for the repayment of the installment of the Mobilization Advance under and in accordance with the Agreement shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its

obligations during and under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. The Surety Insurer further also agrees that the Authority at its option shall be entitled to in enforce this Surety Bond against the Surety Insurer as principal debtor, in the first instance without proceeding against the Concessionaire and notwithstanding any security or other guarantee that the Authority may have in relation to the Concessionaire's liability.

4. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any change in the constitution of the Concessionaire and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

5. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Surety Insurer its demand under this Surety Bond.

6. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Mobilization Advance or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Security will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Surety Bond shall cease to be in force and effect on …… unless a demand or claim under this Surety Bond is made in writing on or before the aforesaid date, the Surety Insurer shall be discharged from its liabilities hereunder.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Surety Insurer at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

12. This Surety Bond shall be operatable at our ..... Branch at Ahmedabad, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

13. The Surety Bond is subject to the Uniform Rules for Demand Guarantee (URDG) 2010 Revision ICC Publication No. 758 except that the supporting statement under Article (15a) is hereby excluded.

14. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the SURET

SURERby:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

(i) The Surety Insurer should contain the name, designation and code number of the officer(s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Surety Insurer as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond 2 - Airport Authority of India

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

ANNEXURE- 12A (SURETY BOND)

FORM OF "INSURANCE SURETY BOND" AGAINST "EARNEST MONEY DEPOSIT
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:
Date:
Name of Work:

To,
AIRPORTS AUTHORITY OF INDIA _____
AIRPORT

WHEREAS THIS SURETY BOND AGREEMENT is executed at .....this ..... day of .....20.....

BETWEEN
a. M/s. ..... (Name of the Bidder) having its Registered/Head Office at ..... (Hereinafter called "the Bidder" which expression shall include its successors, administrators, executors and assigns);

AND

b. .....(Name and Address of Insurer) having its registered office at .....(hereinafter called "the Insurer" which expression shall include its successors, administrators, executors and assigns)

AND

c. Airports Authority of India, a Statutory Body constituted under the Airports Authority of India Act, 1994 having its Central Headquarters at ..... (hereinafter called the "AAI");

Dear Sirs,
In accordance with Invitation for Bids under your Bid Document No..... {Tender Reference No.}, dated..... M/s ..... {Agency's Name} having its Registered/Head Office at ..... {address}(hereinafter called the 'Agency') wish to participate in the said bid for ..... {Tender Title).

As an irrevocable Insurance Surety Bond against Bid Security for an amount of .....(*)..... valid for ..... days from ..... (**) required to be submitted by the Supplier as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents/NIT No.....

We, the ..... {Name of the Insurer} having our Head Office at ..... {address of the Insurer} guarantee and undertake to pay truly AND immediately on demand by Airports Authority of India (hereinafter called the 'Owner') and its successors and assigns by these presents the amount of.....(*) ..... on first written demand, without any DEMUR, reservation, protest, demand and recourse, the insurer binds itself, its successors and assigns by these presents. Any such demand made by the 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Agency and/or any right/remedy available to the Agency in terms thereof.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

THE CONDITIONS of this obligation are:
(1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or

(2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him; or

(3) In the case of a successful Bidder, if the Bidder fails or refuses within the specified time limit
1. To execute the Contract Agreement, or
2. To furnish the required performance security/guarantee within the prescribed time.
3. The proceeds of Surety Bond (EMD) shall be payable to Owner in case of breach of any of the terms and conditions of the tender by the bidder.

WE undertake to pay to the Owner up to the above amount upon receipt of its first written demand, without the Owner having to substantiate its demand, and that in its demand the Owner/may note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

The Surety Bond shall not be affected by any change in the constitution or winding up, any absorption merger or amalgamation of any of the parties to this surety bond, with any other person.

In the event that the obligations of Owner of this Surety Bond are assigned or novated to a third party, the Surety agrees that this Bond shall remain in full force and effect and shall be deemed to apply to the new principal as if originally named herein, provided that the Surety's liability shall not be increased or extended beyond the original terms of this Bond.

This Surety Bond shall be governed by Indian Law and is to be construed in accordance with Indian Law in all its respects. Each hereby agrees to submit to the jurisdiction of the Courts at (#), and to comply with all the requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of the Courts at (#)

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to.....(@) If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ..... {**Agency's Name**} on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this ..... day of ..... 20..... at .....

.....
(Signature)
.....
(Name)
(Designation with insurer Stamp and Complete Address,
Telephone and Email of the Authorized Signatory)
Authorized Vide Power of Attorney PoA No.....

WITNESSES:
(i) Name & Signature
(ii) Name & Signature

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

Date.....

INSTRUCTIONS FOR FURNISHING "EARNEST MONEY DEPOSIT" BY "INSURANCE SURETY BOND"

1. (*) The amount shall be equivalent to EMD amount specified in the tender.
(**) This shall be the last date of bid submission deadline.
(@) This date shall be …… (XX) days after the last date for which the bid is valid.
(#) This shall be the place where the tender is floated by AAI.

2. The Insurance Surety Bond shall be from an Insurer, registered under the Insurance Act, 1938 as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Owner shall be the Creditor, the Supplier shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the lnsurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond shall be executed on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Supplier/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Suppliers are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Suppliers are required to fill up this Form and enclose the same with the Insurance Surety Bond.

6. Each page of Insurance Surety Bond for EMD shall be duly singed / initialed by the executing officers and the last page shall be signed in full by the duly authorized signatory of Insurance Company alongwith two witnesses.

7. Bidder must indicate the full postal address of the Insurer along with the Insurer's E-mail / Fax / Phone from where the Insurance Surety Bond has been issued.

8. Bidder shall submit attached cover letter (Annexure) while submitting Earnest Money Deposit.

9. AAI shall independently verify the genunity of the Insurance surety bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Bengal Gas Company Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

FORMAT F-2C

PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To, M/s Bengal Gas Company Limited …….. ……	**Insurance Surety Bond No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum …… months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

In accordance with Tender Document under your reference No. **……..., M/s. ……..** having their Registered / Head Office at **……** (hereinafter called the Tenderer/Bidder), wish to participate in the said tender for ……..

As an irrevocable Insurance Surety Bond against Earnest Money Deposit for the amount of **Rs. ……. (Rupees …….. Only)** is required to be submitted by the bidder as a condition precedent for participation in the said Tender Document which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____[Name & address of the Insurer] at_____having our Head Office (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by Bengal Gas Company Limited (BGCL), the amount **Rs. …… (Rupees …… Only)** without any reservation, protest, demur and recourse. Any such demand made by Bengal Gas Company Limited, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Insurance Surety Bond shall be irrevocable and shall remain valid up to **……..** [this date should be …….. (XX) months beyond the validity of the bid].If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from Bidder **M/s. ……..** on whose behalf this Insurance Surety Bond is issued.

Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) **Rs. ……..** (currency in words only) **(Rupees …….. Only).**

b) This Insurance Surety Bond shall remain in force upto **……..** (this expiry date of Insurance Surety Bond should be …….. months beyond the validity of bid) and any extension(s) thereof; and

c) The insurer shall be released and discharged from all liability under this Insurance Surety Bond unless

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V02202425 CIN : L67200MH2000PLC129408

a written claim or demand is issued to the insurer on or before the midnight of **……** (indicate date of expiry of claim period which includes minimum ……. months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of Bengal Gas Company Limited (BGCL) under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this ____day of ___20 at

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name …….
Designation ……..

WITNESS:

1.

(SIGNATURE) (SIGNATURE)

(NAME)

Designation with Insurer Stamp

(NAME) E-Mail ID:

Telephone/Mobile No. :

Attorney as per

Power of Attorney No. Date:

2. (SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ EARNEST MONEY" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

d) The expiry date should be arrived at in accordance with "ITB: Clause-16.1".

e) The Insurance Surety Bond by bidders will be given from Insurer as specified in "ITB: Clause-16.3".

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Bidder must indicate the full postal address of the Insurer along with the Insurer 's E- mail / Fax / Phone from where the Insurance Surety Bond has been issued.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH INSURANCE SURETY BOND

1	**INSURANCE SURETY BOND NO**	**:**				
2	**VENDOR NAME / VENDOR CODE**	**:**	**NAME**			
			VENDOR CODE			
			VENDOR EMAIL ID			
			VENDOR MOBILE NO			
3	**INSURANCE SURETY BOND AMOUNT**	**:**				
4	**TENDER NO**	**:**				
5	**NATURE OF INSURANCE SURETY BOND**	**:**				
	(Please Tick (√) Whichever is Applicable		**PERFORMANCE INSURANCE SURETY BOND**	**SECURITY DEPOSIT**	**EMD**	**ADVANCE**
6	**INSURER DETAILS**					
		(A)	**EMAIL ID :**			
		(B)	**ADDRESS :**			
		(C)	**PHONE NO :**			

SURETY INSURANCE

Bid Bond - Bharat Coal Gasification and Chemicals Limited

PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To, M/s BHARAT COAL GASIFICATION AND CHEMICAL LTD (BCGCL), [A JV of CIL and BHEL] Lakahnpur,Jharsuguda, Odisha	**Insurance Surety Bond (ISB) No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum ….. months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

In accordance with Tender Document under your reference No _____ M/s. _____ having their Registered / Head Office at _____ (hereinafter called the Tenderer/Bidder), wish to participate in the said tender for _____.

As an irrevocable Insurance Surety Bond against Earnest Money Deposit for the amount of _____ is required to be submitted by the Bidder as a condition precedent for participation in the said Tender Document which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____ at _____having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by BHARAT COAL GASIFICATION AND CHEMICAL LTD., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by BHARAT COAL GASIFICATION AND CHEMICAL LTD., shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Insurance Surety Bond shall be irrevocable and shall remain valid up to _____ [this date should be XX days beyond the validity of the bid].If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. _____ on whose behalf this Insurance Surety Bond is issued.

Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . .

b) This Insurance Surety Bond shall remain in force upto _____ (this expiry date should be XX days beyond the validity of bid) and any extension(s) thereof;

and

c) The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of ……(indicate date of expiry of claim period which includes minimum …… months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of BHARAT COAL GASIFICATION AND CHEMICAL LTD., under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the Insurer, through its authorized officer, has set its hand and stamp on this _____day of _____ 20__ at _____.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name …….
Designation ……..

WITNESS:

(SIGNATURE)	(SIGNATURE)
(NAME)	(NAME)
	Designation with Insurer Stamp
	E-Mail ID:
	Telephone/Mobile No. :
(OFFICIAL ADDRESS)	Attorney as per
	Power of Attorney No. _____
	Date: _____

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ EARNEST MONEY" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

d) The expiry date should be arrived at in accordance with "ITB: Clause-9.1.3".

e) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser / Owner at its address as mentioned at "ITB".

f) Bidder must indicate the full postal address of the Insurer along with the Insurer’s E-mail / Fax / Phone from where the Insurance Surety Bond has been issued in the format given below-

MATTER TO BE M ENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH INSURANCE SURETY BOND

1 INSURANCE SURETY BOND NO :

2 VENDOR NAME :

3 INSURANCE SURETY BOND AMOUNT :

4 TENDER NO. / DLOA No. (WHICHEVER IS APPLICABLE) :

5 NATURE OF INSURANCE SURETY BOND :

(Please Tick (√)

Whichever is Applicable **CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT**

EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

6 INSURER DETAILS **(A) NAME OF THE CONTACT PERSON**

(B) EMAIL ID :

(C) ADDRESS :

(D) PHONE NO

SURETY INSURANCE

Performance Bond - Bharat Coal Gasification and Chemicals Limited

PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s BHARAT COAL GASIFICATION AND CHEMICAL LTD (BCGCL), [A JV of CIL and BHEL] Lakahnpur,Jharsuguda, Odisha	**Insurance Surety Bond (ISB) No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum …… months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "Contractor/Supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide DLOA/FOA/GeM Contract No. _____dated_____ for BHARAT COAL GASIFICATION AND CHEMICAL LTD having registered office at _____ (herein after called the "BCGCL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the CONTRACTOR/SUPPLIER shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Insurance Surety Bond executed by Insurer, undertaking full responsibility to indemnify BHARAT COAL GASIFICATION AND CHEMICAL LTD, in case of default.

The said M/s._____ (herein after called the "insurer" which expression shall wherever the context so require include its successors and assignees) has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee in form of Insurance Surety Bond to BHARAT COAL GASIFICATION AND CHEMICAL LTD that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to BHARAT COAL GASIFICATION AND CHEMICAL LTD we shall on first demand, pay without demur, contest, protest and/ or without any recourse to the contractor to BHARAT COAL GASIFICATION AND CHEMICAL LTD in such manner as BHARAT COAL GASIFICATION AND CHEMICAL LTD may direct, the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this Insurance Surety Bond, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s._____

and such postponement forbearance would not have the effect of releasing the insurer from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you to the Insurer shall be conclusive and binding. The Insurer shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the insurer.

4. The Insurance Surety Bond herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency without your previous consent and further agrees that the Insurance Surety Bond shall continue to be enforceable until it is discharged by BHARAT COAL GASIFICATION AND CHEMICAL LTD in writing. However, if for any reason, the Contractor/Supplier is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the insurer hereby agrees to further extend this Insurance Surety Bond at the instance of the Contractor/Supplier till such time as may be determined by BHARAT COAL GASIFICATION AND CHEMICAL LTD. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this Insurance Surety Bond is issued.

6. Insurer also agrees that BHARAT COAL GASIFICATION AND CHEMICAL LTD at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer (as principal debtor) in the first instant, without proceeding against the Contractor/Supplier and notwithstanding any security or other guarantee that BHARAT COAL GASIFICATION AND CHEMICAL LTD may have in relation to the Contractor/Supplier's liabilities.

7. The amount under the Insurance Surety Bond is payable forthwith without any delay by Insurer upon the written demand raised by BHARAT COAL GASIFICATION AND CHEMICAL LTD. Any dispute arising out of or in relation to the said Insurance Surety Bond shall be subject to the exclusive jurisdiction of courts at _____.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor/Supplier up to a total amount of _____(amount of guarantees in words and figures) and w e undertake to pay you, upon y our first written demand declaring the Contractor/Supplier to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this Insurance Surety Bond in your favor under our Memorandum and Articles of Association, and the undersigned has full power to sign and execute documents under the Power of Attorney, dated _____ granted to him by the Insurer.

10. Notwithstanding anything contained herein:
a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .
b) This Insurance Surety Bond shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

11. The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of ……(indicate date of expiry of claim period which includes minimum ……. months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of BHARAT COAL GASIFICATION AND CHEMICAL LTD under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name …….
Designation ……..

Yours faithfully,

_____
Insurer by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Insurer

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be pur chased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
d) The Insurance Surety Bond by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing Insurer.
e) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond and all future communication relating to the Insurance Surety Bond shall be forwarded to Purchaser.
f) Supplier/Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH INSURANCE SURETY BOND

1 INSURANCE SURETY BOND NO :

2 VENDOR NAME :

3 INSURANCE SURETY BOND AMOUNT :

4 TENDER NO. / DLOA No. (WHICHEVER IS APPLICABLE) :

5 NATURE OF INSURANCE SURETY BOND :

(Please Tick (√)

Whichever is Applicable **CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT**

EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

6 INSURER DETAILS **(A) NAME OF THE CONTACT PERSON**

(B) EMAIL ID :

(C) ADDRESS :

(D) PHONE NO

SURETY INSURANCE

Performance Bond - Chamundeshwari Electricity Supply Corporation Limited

ANNEXURE-III(C)

Insurance Surety Bond towards Performance Security

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

Insurance Surety Bond No:

Date:

To

.....

.....

Dear Sirs,

In consideration of the Chamundeshwari Electricity Supply 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 Intent to Award the Contract No…… …. dated…… and the same having been unequivocally accepted 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 XX% (…….Percent) of the Amount put to tender (Excluding GST) plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 43 of the CC (Conditions of Contract).

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 Owner, on demand any and all amount payable by the Contractor to the extent of .....(*) ..... as aforesaid at any time up to.....[days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Owner on the Insurer 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 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 Owner and further agrees that the guarantee herein contained shall be enforceable till the Owner discharges this guarantee.

The Owner 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 performance of the Contract by the Contractor 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 Owner 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 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 or remedy or security available to the Owner. The Insurer shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the 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, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Owner at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, 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 hereinabove our liability under this Insurance Surety Bond 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.{ Contractor's Name}on whose behalf this Insurance Surety Bond has been given.

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

.....

(Signature)

.....

(Name)

....

(Official Address) (Designation with Insurer Stamp)

Authorised Vide Power of Attorney No.....

Date.....

WITNESS :

1. .....

(Signature)

.....

(Name)

2. .....

(Signature)

.....

(Name)

.....

(Official Address)

Notes :(*) This sum shall be ……. percent (XX%) of the Amount Put to Tender.

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

2. The Owner shall be the Creditor; the Contractor 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.

3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Contractor Insurer issuing the Insurance Surety Bond.

4. 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.

SURETY INSURANCE

Bid Bond - City and Industrial Development Corporation of Maharashtra Limited

Appendix VII Insurance Surety Bond for Bid Security

(Refer Clauses 1.2.5 and 2.1.6)

Ref. No. Dated:

1. In consideration of you, **********, having its office at **********, (hereinafter referred to as the "**Authority**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a Company registered under Companies Act, 1956/ 2013) and having its registered office at …… (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/ their executors administrators, successors and assigns), for the …….. (hereinafter referred to as the "**Project**") pursuant to the RFP Document dated _____ issued in respect of the Project and other related documents including without limitation the draft C&D Agreement (hereinafter collectively referred to as "**Bidding Documents**"), we _____(Name of the Insurance Company) having our registered office at and one of its branches at _____ (hereinafter referred to as the "Surety Insurer"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of INR ********** Crore (Indian Rupees ********** Only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR …….. (Indian Rupees ……..Only).

4. This Guarantee shall be irrevocable and remain in full force for a period of XXX (……..) days from the Bid Due Date inclusive of a claim period of XX (……..) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority .

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority , and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Surety Insurer and sent by courier or by registered mail to the Surety Insurer at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the guarantee herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

11. We, the Surety Insurer, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Guarantee shall be restricted to INR ********** Crore (Indian Rupees ********** Only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before ***** (indicate date falling XXX days after the Bid Due Date).

14. This guarantee shall also be operatable at our branch at……., from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency

of this guarantee being invoked and payment hereunder claimed, the said branch shall accept such invitation letter and make payment of amounts so demanded under the said invocation.

Signed and Delivered by …….. Insurance Company

By the hand of Mr./Ms,
its …….. and authorized official.
(Signature of the Authorised Signatory)
(Official Seal)

SURETY INSURANCE

Bid Bond - Cochin Port Authority

Format of Insurance Surety Bond towards Earnest Money Deposit [EMD]

[From the Insurance Company duly approved by Insurance Regulatory and Development Authority of India]

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

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

To ,
……..
Cochin Port Authority,
……

Dear Sir,

In accordance with Invitation for Bids under your NIT NO: **……., Dtd……**, **M/s** ……. having its **Registered Office at …… & Head Office at ……** (hereinafter called the 'Supplier') wish to participate in the said bid for **……**

As an irrevocable Insurance Surety Bond against Bid Security for an amount of **Rs …… (Rupees …….. Only)** valid for days from **……** (**) required to be submitted by the Supplier as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the **……** having our Head Office at _____ guarantee and undertake to pay immediately on demand by Cochin Port Authority (hereinafter called the 'Authority') the amount of **Rs …… (Rupees …….. Only)** without any reservation, protest, demand and recourse. Any such demand made by the 'Authority' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Supplier and/or any right/remedy available to the supplier in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto **……** (@). If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s **(Supplier's Name)** on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this ..... day of ..... 20..... at .....

.....
(Signature)

.....
(Name)
.....
(Designation with Insurer Stamp)
Authorised Vide Power of Attorney PoA No.....
Date.....

NOTE:
1. (*) The amount as specified in the EMD column of Tender document.
(**) This shall be the last date of bid submission deadline.
(@) This date shall be …… (XX) days after the last date for which the bid is valid.
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Authority shall be the Creditor, the Supplier 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 should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Supplier/Insurer issuing the Insurance Surety Bond.

SURETY INSURANCE

Bid Bond - Energy Efficiency Services Limited

BID SECURITY FORM (For Insurance Surety Bond)

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

Insurance Surety Bond No.: .....

Date: .....

To: (insert Name and Address of Employer)

WHEREAS M/s. …. (Insert name of Bidder)…… having its Registered/Head Office at ….. (Insert address of the Bidder) …….. (Hereinafter called "the Bidder" which expression shall include its successors, administrators, executors and assigns) has submitted its Bid for the performance of the Contract for '……', under Specification No.: …….. (Hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE …….. (insert name & address of the Insurer) …… having its Registered/Head Office at ……..(insert address of registered office of the Insurer)…….. (hereinafter called "the Insurer " which expression shall include its successors, administrators, executors and assigns), are bound unto ……(insert name of Employer)….. (hereinafter called "the Employer") in the sum of .....(insert amount of Bid Security in figures & words)..... ..... for which payment well and truly to be made to the said Employer, the Insurer binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Insurer this ..... day of ..... 20....

THE CONDITIONS of this obligation are:

(1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or

(2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in the Bid; or

(3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to terms and conditions of the RfP; or

(4) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants (s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post 3 bid discussion; or

(5) In the case of a successful Bidder, if the Bidder fails within the specified time limit (i) To sign the Contract Agreement, in accordance with Conditions of the Tender, or (ii) To furnish the required performance security, in accordance with Conditions of the Tender.

or

(6) In any other case specifically provided for in ITB.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including …….. (insert date in line with stipulations of the tender)……., and any demand in respect thereof must reach the Insurer not later than the above date.

Notwithstanding anything contained herein:

1. Our liability under this Insurance Surety Bond shall not exceed _____ (value in figures)_____ [_____ (value in words)_____].

2. This Insurance Surety Bond shall be valid upto _____(validity date)_____.

3. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only & only if we receive a written claim or demand on or before _____ (validity date)_____

For and on behalf of the Insurer

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

SURETY INSURANCE

Performance Bond - Energy Efficiency Services Limited

PERFORMANCE SECURITY FORM (For Insurance Surety Bond)

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

Insurance Surety Bond No.: .....

Date: .....

NOA/Contract No.....

……..[Name of Contract]…….

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide notification of award issued on ..... (insert date of the notification of award)….by you to M/s ..... (Name of Contractor) .....,

(or)

signed on .....(insert date of the Contract)…..... between you and M/s ..... (Name of Contractor) .....,

having its Principal place of business at ……..(Address of Contractor) ..... and Registered Office at ……..(Registered address of Contractor) ..... ("the Contractor") concerning ……. (Indicate brief scope of work) ..... for the complete execution of the …… (insert name of Package alongwith name of the Project)…….. [Applicable for Insurance Surety Bond issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract

signed on .....(insert date of the Contract)…..... between you and M/s ..... (Name of Contractor) .....,

(or)

vide notification of award issued on …….(insert date of the notification of award)….. by you to M/s ..... (Name of Contractor) .....

having its Principal place of business at ……..(Address of Contractor) ..... and Registered Office at ……..(Registered address of Contractor) ..... ("the Contractor") and the Contract ("the Contract") signed on .....(insert date of the Contract)…..... between you and M/s ..... (Name of Associate) ....., having its Principal place of business at ……..(Address of Associate) ..... and Registered Office at ……..(Registered address of Associate) ....., the Associate of the Contractor for executing the Facilities concerning ……. (Indicate brief scope of work) ..... for the complete execution of the …… (insert name of Package alongwith name of the Project)…….. [Applicable for Insurance Surety Bond to be issued by Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned, ……(insert name & address of the issuing Insurer) ……, a Insurer (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at ……(insert address of registered office of the Insurer)…….. do hereby irrevocably guarantee payment to you up to …….. i.e., …… percent (XX%) of the Contract Price until ……. (XX) days beyond the Defect Liability Period i.e., upto and inclusive of ……. (dd/mm/yy).

We undertake to make payment under this Insurance Surety Bond upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Insurance Surety Bond shall not exceed _____ (value in figures)_____ [_____ (value in words)_____].

2. This Insurance Surety Bond shall be valid upto _____(validity date)_____.

3. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only & only if we receive a written claim or demand on or before _____ (validity date) _____.

For and on behalf of the Insurer

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

Email _____

Common Seal of the Insurer _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

Email _____

Note:

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.

3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

5. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

SURETY INSURANCE

Performance Bond - Engineering Projects (India) Ltd

Appendix N-4

PERFORMANCE GUARANTEE IN THE FORM OF INSURANCE SURETY BOND

…….
Engineering Projects (India) Ltd.,
(A Govt. of India Enterprise),
……..

Dear Sir,

In consideration of the ……, Engineering Projects (India) Ltd., (A Govt. of India Enterprise), …….. (hereinafter called '**EPI**' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of contract vide LOA No. [dt ___] issued to M/s. [**Name of Contractor**] (hereinafter referred to as the **Contractor,** which expression shall unless repugnant to the subject or context includes its successors and assigns) in connection with [**Name of Project**] (hereinafter called the **Contract**) to accept a Performance Security Insurance Surety Bond as herein provided for ₹ [**Amount of Performance Security both in figures and in words**] in lieu of:

a) The Performance Security to be made by the said Contractor for the due fulfillment by the said Contractors of the terms and conditions contained in the said Contract, and

b) Fulfillment of the conditions of the said Contract by furnishing a security for the performance of the works in accordance with conditions of the said Contract.

1. We, [**Name of Surety Insurer**] (hereinafter referred to as the **Surety Insurer** which expression shall unless repugnant to the subject or context includes its successors and assigns) and having our registered office at [**Address of Insurer**] do hereby unconditionally and irrevocably undertake and agree to indemnify and keep indemnified EPI from time to time to the extent of ₹ [**Amount of Performance Security both in figures and in words**] only against any loss, damages, costs, charges and expenses caused to or suffered by or that may be caused or suffered by EPI by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said Contract and or any amount becoming due for nonperformance and / or penalty as assessed by EPI and to unconditionally pay the amount claimed by EPI on demand and without demur and protest.

2. We the said Surety Insurer further agree that the insurance surety bond therein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of EPI under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till EPI certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contract and accordingly discharge this surety bond subject, however, that EPI shall have no claim under this surety bond after XX months from the

date of expiry of the Surety bond unless a notice of the claim under this surety bond has been served on the Surety Insurer before the expiry of the said period of XX months.

3. EPI shall have the fullest liberty without affecting in any way the liability of the said Surety insurer under this surety bond or indemnity from time to time to vary any of the terms and conditions of the said Contract to extend time to performance of the said Contract or to postpone for any time and from time to time any power's exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or securities available to EPI and the said Surety Insurer shall not be released from its liability under these presents by any exercise by EPI of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the said Surety Insurer from its such liability.

4. We, the said Surety Insurer, further agree that EPI shall be the sole judge of and as to whether the said Contractor has committed any beach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost , charges and expenses caused to or suffered by or that may be caused to or suffered by EPI on account thereof and the decision of EPI that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by EPI from time to time shall be final and binding on the Surety Insurer.

5. This surety bond shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the EPI and liabilities of the said Contractor arising up to and until midnight of [**Date of Validity of Performance Security as per tender conditions**], subject to claim period as mentioned in para 12.

6. This surety bond shall be in addition to any other guarantee or security whatsoever that EPI may now or any time anywise may have in relation to the said Contractor's obligation / liabilities under and / or in connection with the said Contract and EPI shall have full authority to take recourse to or enforce this surety bond in preference to any other guarantee or security which EPI may have or obtain and there shall be no forbearance on the part of EPI IN ENFORCING OR REQUIRING ENFORCEMENT OF ANY OTHER SECURITY AND shall not have the effect of releasing the Surety Insurer from its full liability hereunder:

7. EPI shall be at liberty without reference to the Surety Insurer and without effecting the full liability of the Surety Insurer hereunder to take any other security in respect of the said Contractor's obligations and / or liabilities under or in connection with the said Contract.

8. This surety bond shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the said Contractor but shall in all respects and for all purposes be binding and operative until payment of all moneys paid to EPI in terms thereof.

9. The Surety Insurer hereby waives all rights at any time inconsistent with the terms of this surety bond and the obligations of the said Surety Insurer in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the said Contractor (whether or not pending before any arbitrator, tribunal or court) of any denial or liability by the

said Contractor stopping or preventing or purporting to stop or prevent any payment by the said Surety Insurer to EPI in terms hereof. The amount stated in any notice of demand addressed by EPI to the Surety Insurer as liable to be paid to EPI by the Contractor on account of any losses or damages or costs, charges and / or expenses shall as between the Surety Insurer and EPI be conclusive evidence of the amount so liable to be paid to EPI or suffered or incurred by EPI as the case may be and payable by the Surety Insurer to EPI in terms hereof. We, the Surety Insurer further undertake that we shall pay forthwith the amount stated in the notice of demand to EPI without demur and protest.

10. We, the Surety Insurer undertake not to revoke this surety bond during its currency except with the consent of EPI in writing and agree that any change in the constitution of the said Contractor shall not discharge our liabilities hereunder.

11. It shall not be necessary for EPI to proceed against the said Contractor before proceeding against the Surety Insurer and the surety bond herein contained shall be enforceable against the Surety Insurer notwithstanding any security which EPI may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said Surety Insurer hereunder be outstanding or unrealized.

12. Our liability under this Surety Bond shall be restrict to ₹ [**Amount of Performance Security both in figures and in words**] and this Surety Bond shall remain in force until midnight of [**Date of Validity of Performance Security as per tender conditions**] unless a claim to enforce this surety bond is filled with us within ……. months from [**Date of Validity of Performance Security as per tender conditions**] (which is date of expiry of this surety bond), we shall be discharged from all liabilities under this surety bond thereafter.

Dated

Signed by [**Name of Surety Insurer**]

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Engineers India Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

FORMAT OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND TOWARDS CONTRACT PERFORMANCE SECURITY

Beneficiary: Engineers India Limited

Insurance Surety Bond No.[.....] (hereinafter referred to as the "Surety Bond")

THIS SURETY BOND is executed on this [.....insert day] day of [.....insert month and year] at [.....insert place] by [.....INSERT NAME OF INSURANCE COMPANY], a company registered under the Insurance Act, 1938 and licensed by the Insurance Regulatory and Development Authority of India (IRDA) to carry on the business of general insurance in India, having its head/registered office at [.....insert address], (hereinafter referred to as the "Insurer", which expression shall unless it is repugnant to the subject or context thereof Include successors and assigns).

IN FAVOUR OF:

ENGINEERS INDIA LIMITED, a public limited company incorporated under the Indian Companies Act, 1956, having its registered office at [.....], (hereinafter referred to as the "EIL", which expression shall unless it is repugnant to the subject or context thereof include successors and assigns).

WHEREAS

I. EIL has entered into a Contract vide Purchase Order/Letter of Acceptance / Fax of Acceptance no..... dated..... (the "Contract") with..... [Insert name of Contractor] (the "Contractor") having its registered office at ..... (the "Contractor", which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns), for the project.

II. In terms of the Contract, the Contractor is required to furnish to EIL, an unconditional, irrevocable, on demand Surety Bond for an amount ..... [insert amount in figures & words] (the "Bond Amount") which is equal to .....% of the Contract Price, as security for due and punctual performance/discharge of the Contractor's obligations under the Contract.

III. At the request of Contractor, the Insurer has agreed to provide an unconditional, irrevocable and on-demand Surety Bond, for the due and punctual performance/discharge by the Contractor of its obligations under the Contract during the Contract Validity Period.

NOW THEREFORE THIS BOND WITNESSETH AS FOLLOWS:

1. The Insurer hereby irrevocably and unconditionally guarantees and secures (as primary obligor and not merely as Insurer) to EIL (as beneficiary) the payment in full of all amounts at any time that may be due, owing or payable to EIL from the Contractor for the failure of the Contractor to duly and punctually perform all of its obligations under the Contract (the "Bond Obligation"), without any demur, reservation, protest or recourse, immediately on receipt of a demand from EIL.

The Insurer further agrees that this Surety Bond does not limit the number of claims that may be made by EIL against the Insurer up to the value of Bond Amount.

Payment made hereunder shall be made free and clear of and without any deductions so that EIL receives the full Bond Amount due hereunder.

2. The Insurer's liability under this Surety Bond shall not exceed..... (Bond Amount in figures & words) and this Surety Bond shall be valid upto .....(expiry date). Insurer is liable to pay to EIL the demanded amount only upon receipt of written claim or demand from EIL on or before ……. (not less than XX months from expiry date).

3. The Insurer shall, pay to EIL sums not exceeding the Bond Amount, within XX (……) Business Days of receipt of a written demand from EIL stating that the Contractor has failed to meet its performance obligations under the Contract. The Insurer shall not be required to go into the veracity of any breach or failure on the part of the Contractor or status /stage of the contract or validity of demand so made by EIL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Contractor or any other Person. The Insurer's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. The obligations of the Insurer herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Contractor or any sanctions on the Contractor or any change in ownership of the Contractor, or the pendency of any suit or other legal proceedings including arbitration or conciliation pending before any court, tribunal or arbitrator or conciliator(s) relating thereto or any purported assignment by the Contractor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a Insurer or a surety.

Further, this Surety Bond is in no way conditional upon any requirement that EIL first attempt to procure the Bond Amount from the Contractor, or any other Person, or resort to any other means of obtaining payment of the Bond Amount, prior to make any recourse to this Surety Bond.

5. EIL shall be entitled to treat the Insurer as the principal debtor. The obligations of the Insurer under this Surety Bond shall not be affected by any act, omission, matter or thing which would reduce, release or prejudice the Insurer from any of the Bond Amount or prejudice or diminish the Bond Amount in whole or in part, including (whether or not known to it, or EIL):

(a) any time or waiver granted to, the Contractor or any other Person;

(b) any incapacity or lack of powers, of the Contractor or any other Person;

(c) any variation of the Contract

(d) any unenforceability or illegality or invalidity of any obligation of any Person under the Contract or of the Insurer under this Surety Bond or of any Person under any other document or Surety Bond, to the extent that each obligation under this Surety Bond shall remain in full force as a separate, continuing

and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability or illegality or invalidity;

(e) the partial or entire release of any Insurer or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Contractor's obligations during the Contract Period; or by any extension, waiver, or amendment whatsoever which may release the Insurer or

(f) any part performance of the Contract by the Contractor or by any failure by EIL to timely pay or perform any of its obligations under the Contract.

6. If, and to the extent that, for any reason the Contractor enters or threatens to enter into any proceedings in bankruptcy or reorganization or otherwise, or if, for any other reason whatsoever, the performance or payment by the Contractor of the Bond Amount becomes or may reasonably be expected to become impossible, then the Bond Amount shall be promptly paid by the insurer to EIL on demand.

7. The Insurer further represents and warrants to EIL that:

(a) it has the power to execute, deliver and perform the terms and provisions of this Surety Bond and has taken all necessary action to authorize the execution, delivery and performance by it of this Surety Bond;

(b) No actions / omissions of the Insurer shall affect the legality, validity, binding effect or enforceability of this Surety Bond.

(c) the Insurer has duly executed and delivered this Surety Bond, and this Surety Bond constitutes its legal, valid and binding obligation enforceable in accordance with its terms

8. If any one or more of the provisions contained in this Surety Bond are or become invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Insurer shall enter into good faith negotiations with EIL to replace the invalid or unenforceable provision.

9. The Insurer further agrees that to fulfill the Contractor's liability during the contract period, if requested by the Contractor in writing, the insurer shall issue Amendment to this Surety Bond, as and when required, incorporating the extended date of validity and/or other amendment.

10. Any notice, request, demand or claim or other communication to be given or made under this Surety Bond shall be in writing addressed to the Insurer and may be transmitted to the insurer either by post or by email address as set opposite its signature hereunder. The Insurer shall pay the amount

immediately upon receipt of such written demand from EIL which suffices all requirements for payment to EIL under this Surety Bond.

11. This Surety Bond shall be governed by, and construed in accordance with, the laws of India. The Insurer irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Surety Bond may be brought in the courts in Delhi.

12. Neither party shall assign or transfer any or all parts of its interest herein to any other person without express written consent of the other party.

13. All related parties have agreed to the terms and conditions of this Insurance Surety Bond which conform with the principle of utmost good faith.

IN WITNESS WHEREOF the Insurer has set its hand hereunto on the day, month and year first hereinabove written.

Signed and delivered by its constituted attorney
(Signature of a person authorized to sign on behalf of the Insurer) insert
name of Insurance Company] Insurer by hand

Name:

Designation;

Address:

Email:

INSTRUCTIONS FOR FURNISHING UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND TOWARDS SECURITY DEPOSIT

1. The Unconditional Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) registered with Insurance Regulatory and Development Authority of India (IRDAI).

2. The Insurance Surety Bond by Indian Bidders will be given on non-judicial stamp paper of appropriate value to be purchased in the name of the issuing insurance Company.

3. Insurance Surety Bond is not applicable for Foreign Bidders.

4. Insurance Surety Bond required to submit in Indian Currency only.

5. Matter to be mentioned in covering letter to be submitted by vendor along with insurance surety bond.

1	Insurance Surety Bond No	

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

2	Insurance Surety Bond Amount			
3	Date of execution of Insurance Surety Bond			
	Expiry date of Insurance Surety bond			
5	Expiry date of claim period of Insurance Surety			
6	Bidder Name			
7	Tender No.			
8	Nature of Insurance Surety Bond	Earnest Money Deposit/ Security Deposit		
	Insurer Details	A	Insurer Name:	
		B	Address:	
		C	Email Id:	
		D	Phone No:	

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - GAIL Mangalore Petrochemicals Ltd.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

FORMAT F-2A

PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"

(To be stamped in accordance with the Stamp Act)

M/s. GAIL Mangalore Petrochemicals Ltd. _____	**Insurance Surety Bond No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum ……. months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

In accordance with Tender Document under your reference No_____ M/s._____having their Registered / Head Office at _____(hereinafter called the Tenderer/Bidder), wish to participate in the said tender for_____

As an irrevocable Insurance Surety Bond against Earnest Money Deposit for the amount of_____ is required to be submitted by the Bidder as a condition precedent for participation in the said Tender Document which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____[Name & address of the Insurer] at _____having our Head Offic (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by GAIL Mangalore Petrochemical Ltd., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by GAIL Mangalore Petrochemicals Ltd., shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

This Insurance Surety Bond shall be irrevocable and shall remain valid up to _____[this date should be _____ (XX) months beyond the validity of the bid].If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from Bidder M/s._____on whose behalf this Insurance Surety Bond is issued.

Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .

b) This Insurance Surety Bond shall remain in force upto _____ (this expiry date should be _____ months beyond the validity of bid) and any extension(s) thereof; and

c) The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of ……(indicate date of expiry of claim period which includes minimum …….. months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of GMPL under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the Insurer, through its authorized officer, has set its hand and stamp on this

day of _____20__at _____.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name

Designation

WITNESS

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SIGNATURE

SIGNATURE

Designation with Insurer Stamp

E-Mail ID:

Telephone/Mobile No. :

(OFFICIAL ADDRESS)

Attorney as per Power of Attorney No.

Date:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Government of Odisha – Department of Water Resources

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT (APS)

[Ref: - Clause 20.1.1 of Section – II, Volume – I of Bid Identification No. - 09ML/2024-25]

Insurance Surety Bond No:

Issued Date:

Effective Date:

Date of Validity: *(XX months from the date of issue of ISB)*

Claim Expiry Date: *(XX months from the date of issue of ISB)*

Amount: Rs…….

WHEREAS M/s. ……, a company registered under the Companies Act, 1956 having its Registered / Head Office at …….. (hereinafter called "the Contractor") has to undertake a contract, in pursuance of Letter of acceptance No. Lr No. ……., dated …… of …… to execute the work of …….. (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an Insurance Surety Bond from _____ (Name of Insurance Company) operates under guidelines of Insurance Regulatory and Development Authority of India (IRDAI) having registered Office at _____ through its branch _____ at …….. for the sum specified therein as additional performance Security, for compliance with his obligations in accordance with the Contract;

AND WHEREAS we, _____, have agreed to give the Contractor such an Insurance Surety Bond;

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

NOW THEREFORE we hereby affirm that we are the surety insurer/Guarantor and responsible to you, on behalf of the Contractor, up to a total of **Rs…… [Rupees ……Only]**, such sum being payable and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs…… [Rupees …… Only]**, as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Surety Bond/Guarantee, and we hereby waive notice of any such change, addition or modification.

This Surety Bond shall be valid up to _____ day of _____ 20XX i.e. up to XX (……..) months beyond the date of expiry of completion period.

We _____ *(Name of Insurance Company)* hereby also undertake to have the signature of Official issuing this Surety Bond verified from Local Branch of the Insurance Company in ……, _____ *(address of Local Branch)* for due authentication.

Our_____ branch at …….. *(Name & Address of the branch)* is liable to pay the Surety Bond amount depending on the filing of claim and any part thereof under this Insurance Surety Bond only and only if it is served upon us by the employer at our ……. Branch, a written claim or demand and received by us at our …….. branch on or before Dt. _____ otherwise Insurance Company shall be discharged of all liabilities under this guarantee thereafter.

For and on behalf of the _____ Insurance Company Limited,

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Signature of the authorized signatory(ies)] Signature

Name:

Designation:

Contact Number(s): Tel.

Mobile:

Email:

Common Seal of the Insurer:

To verify this bond, please write to: _____ (e-mail ID)

Address : _____ (Head Office)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Gurugram Metropolitan Development Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

APPENDIX - X
Surety Bond for Bid Security
(Refer Clause 2.11.2)

S.B. No. **Dated:**

1. In consideration of you, **Gurugram Metropolitan Development Authority (GMDA)**, having its office at ……., (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of…….. and having its registered office at **……..** (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for **……** (hereinafter referred to as "the Project") pursuant to the RFP Document dated **……..** issued in respect of the Project and other related documents including without limitation the draft concession/contract agreement (hereinafter collectively referred to as "Bidding Documents"), we …….(Name of the Surety Insurer) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the "Surety Insurer "), at the request of the Bidder, do hereby in terms of Clause … read with Clause ……. of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs. ……. (…… only)** (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond.

However, our liability under this Surety Bond shall be restricted to an amount not exceeding **Rs. ……. (……only).**

4. This Surety Bond shall be irrevocable and remain in full force for a period of XXX (……..) days from the Bid Due Date inclusive of a claim period of XX (……..) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, Inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or and dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to **Rs. ……. (…….. only)** The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety insurer in accordance with paragraph 9 hereof, on or before **……..** [*** (indicate date falling XXX days after the Bid Due Date)].

14. This Surety Bond shall also be operatable at our ……., branch at Gurugram, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and Delivered by ..... Company

By the hand of Mr./Ms.....its ... and authorised official

(Signature of the Authorised Signatory)
(Official Seal)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond 2 - Health and Family Welfare Department – Karnataka

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY BOND FOR PERFORMANCE SECURITY DEPOSIT

To:
……..
H&FWD,
……..

WHEREAS **M/s. ……** (hereinafter called "the Contractor") has submitted his Performance Security Deposit for **……** Letter of Intent No. **……** **Dt: ……** (hereinafter called "the Contract")

WHERES, it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Surety Bond Authorized by Insurance Regulatory and Development Authority of India for an amount of **Rs. …… (Rupees …… Only)** as security for compliance with his obligations in accordance With the Contract we …… have agreed to give the Contractor such a Surety Bond;

NOW THEREFORE We **……** having our registered office at **……**, (hereinafter called "the Insurer") are bound unto …….. (hereinafter called "the Employer") in the sum of **Rs. …… (Rupees …… Only)** for which payment well and truly to be made to the said Employer the Surety Bond itself, his successors and assigns by these presents.

WE **……** We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

We ……, further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Surety Bond and we hereby waive notice of any such change, addition or modification.

NOTWITHSTANDING anything contained herein above: -

1. Our liability under this guarantee shall not exceed **Rs. …… (Rupees …… Only)**

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

2. The Surety shall be valid up to ……..

3. We are liable to pay the Surety amount or any part thereof under this Surety bond only and only if you serve upon us written claim or demand on or before ……..

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - HPOIL Gas Private Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND TOWARDS BID SECURITY

(On Non-Judicial stamp Paper of appropriate value)

TO:
HPOIL GAS PRIVATE LIMITED
……..
(Address as applicable)

IN CONSIDERATION OF MESSRS. HPOIL GAS PRIVATE LIMITED Company registered under the Companies Act, 2013, having its registered office at …… (hereinafter called "The Corporation/Creditor" which expression shall include its successor in business and assigns) issued a tender on Messrs ……. a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956/ 2013 having its office at ……. (hereinafter called "the Tenderer/Principal Debtor" which expression shall include its executors, administrators and assigns) against Tender no. …….. dated …….. (Hereinafter called "the Tender" which expression shall include any amendments/ alterations to "the Tender" issued by "the Corporation/Creditor") for the supply of goods to/execution of work/ providing services for "the Corporation/Creditor " and "the Corporation/Creditor " having agreed not to insist upon immediate payment of Earnest Money for the fulfilment of the said tender in terms thereof on production of an acceptable Surety Bond for an amount of Rs. …….. (Rupees …… only).

1. We, ... (name of Surety) having office at ....., (hereinafter referred to as "the Surety" which expression shall include its successors and assigns) at the request and on behalf of "the Tenderer/Principal Debtor" hereby agree to pay to “the Corporation/Creditor” without any demur on first demand an amount not exceeding Rs ……. (Rupees …… only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation/Creditor" by reason of non-performance and fulfilment or for any breach on the part of "the Tenderer/Principal Debtor" of any of the terms and conditions of the said "tender". We hereby confirm that “the Corporation/ Creditor” has been recognised as a ‘beneficiary’ of this Surety Bond

2. We (name of Surety) hereby confirm that we are authorised under the law and regulations to enter into this Surety Insurance Contract in favour of “the Corporation/Creditor”.

3. We, …….(name of Surety) further agree that "the Corporation/Creditor" shall be sole judge whether the said "Tenderer/Principal Debtor" has failed to perform or fulfil the said "tender" in terms thereof or committed breach of any of the terms and conditions of the order issued pursuant to the said “Tender” and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation/Creditor" on account thereof and we waive in favour of "the Corporation/Creditor" all the rights and defences to which we as “the Surety” and/or “the Tenderer/Principal Debtor” may be entitled to.

4. We, ……(name of Surety) further agree that the amount demanded by "the Corporation/Creditor" as such shall be final and binding on "the Surety" as to "the Surety's” liability to pay and the amount demanded and "the Surety" to undertake to pay "the

Corporation/Creditor" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Tenderer/Principal Debtor" or any suit or other legal proceedings including arbitration or conciliation pending before any court, tribunal or arbitrator or conciliator(s) relating thereto, our liability under this Bond being absolute and unconditional.

5. We, ... (name of Surety) further agree with "the Corporation/Creditor" that "the Corporation/Creditor" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "tender"/or to extend time of performance by "the Tenderer/Principal Debtor" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation/Creditor" against "the Tenderer/Principal Debtor" and to forbear to enforce any of the terms and conditions relating to "the tender" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Tenderer/Principal Debtor" or for any forbearance, act or omission on the part of "the Corporation/Creditor" or any indulgence by "the Corporation/Creditor" to "the Tenderer/Principal Debtor" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

6. NOTWITHSTANDING anything hereinbefore contained, our liability under this Bond is restricted to Rs ……. (Rupees …….. only). This Surety Bond shall be irrevocable and remain in full force for a period of XXX (…….) days from the opening of “the Tender” with a further claim period of XX (……) days and shall continue to be enforceable till all amounts under this Surety Bond have been paid unless a demand or claim under this Bond is made on us in writing within above said periodical rights of "the Corporation/Creditor" under this bond shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

7. We, (name of Surety) further undertake not to revoke this Bond during its currency except with the previous consent of "the Corporation/Creditor" in Writing.

8. We, ... (name of Surety), further agree that any breach/non-compliance/non-adherence of the terms of the agreement, if any, between “the Tenderer/Principal Debtor” and “the Surety” including but not limited to payment of premium, violation of conditions, claims procedures , shall not in any way affect our obligation under this Bond and we agree to forthwith, on first demand, without protest or demur, pay the amounts so demanded by “the Corporation/Creditor”.

9. We, (name of Surety) lastly agree that "the Surety’s” liability under this Bond shall not be affected by any change in the constitution of “the Tenderer/Principal Debtor”.

10. "The Surety" has power to issue this bond in favour of "the Corporation/Creditor" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Tenderer/Principal Debtor" and "the Surety" in this regard.

IN WITNESS WHEREOF the Surety has executed this document on this ..... day of .....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

For Surety (by its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Surety")

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - IIT Bombay

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond

I.S. B. No.
Issued Date :
Effective Date :
Date of Validity :
Amount : Rs. ……

To,

……,
Indian Institute of Technology Bombay,
……..
……..

1. Whereas the ……., on behalf of Indian Institute of Technology Bombay (herein after called the IITB) has invited bids under **NIT NO. …… Dated: ……** for **……** IITB has further agreed to accept irrevocable Insurance Surety Bond for **Rs…… (Rupees …… Only)** valid up to _____as **Performance Guarantee** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement from **M/s ……, having Regd. Office at ……** (hereinafter called "the Contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

2. We, _____, having our registered office at _____ and having a branch at _____ (herein after referred to as "the Surety Insurer"), hereby undertake to pay to the IITB an amount not exceeding for **Rs…… (Rupees …… Only)** on demand by the IITB within XX days of the demand.

3. We, _____, do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the IITB stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Surety Insurer shall be conclusive as regards the amount due and payable by the Surety Insurer under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding for **Rs……. (Rupees ……. Only)**.

4. We, _____further undertake to pay the IITB any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Insurance Surety Bond being absolute and unequivocal. The payment so made by us under this Insurance Surety Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

5. We, _____, further agree that the IITB shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the IITB against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the IITB or any indulgence by the IITB to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We, _____, further agree that the IITB at its option shall be entitled to enforce this Guarantee against the Surety Insurer as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the IITB may have in relation to the Contractor's liabilities.

7. This guarantee will not be discharged due to the change in the constitution of the Surety Insurer or the Contractor.

8. We, _____, undertake not to revoke this guarantee except with the consent of the IITB in writing.

9. This Insurance Surety Bond shall be valid up to _____ unless extended on demand by the IITB. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to for **Rs……. (Rupees ……Only)** and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Dated the ……. day of …… 20XX

Signature of Surety Insurer
Name :
Designation
Emp. Code :
Contact Details :
Email:

_____ is registered with IRDA License No._____

Witness :

1) Signature
Name
Address :

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

2) **Signature**
Name
Address :

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Mobilization Advance Bond - IndianAI, Digital India Corporation

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Advance Bond

Form of Insurance Surety Bond towards Advance

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

Date:

To,
IndiaAI, Digital India Corporation,

……..

Dear Sir,

Ministry (hereinafter called 'the Company' which expression shall include its successors and assigns) has awarded to M/s. …… (Constitution) a listed public limited company (Address) with its Registered / Head Office at …… (hereinafter referred to as "the Vendor" which expression shall wherever the subject or context so permits include its successors, administrators, representatives and permitted assigns) the job of …….. (Tender title), on terms and conditions as set out in Tender/ Ref no./ Purchase Order No. …….. Dated …… (hereinafter referred to as the "Contract") for contract value of Rs. …… (Rupees …… only) and in terms of the Contract, the Company has agreed to make an advance payment of XX% (…….. percent) of the contract value to the Vendor against Insurance Surety Bond to be furnished by the Vendor.

We, the ..... [Name of the Insurer] (hereinafter referred to as "Insurer") registered under IRDAI having our Head Office at.....[Address of the Insurer] guarantee and undertake to pay immediately on demand by the Company the amount upto Rs …….. (Rupees …… only) [Advance amount] without any reservation, protest, demand and recourse. Any such demand made by the Company shall be conclusive and binding on us irrespective of any dispute or difference raised by the Vendor and / or any right / remedy available to the Vendor in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to …… [validity date] with an additional claim period up to …….. [XX months after validity date]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from the Vendor on whose behalf this Insurance Surety Bond is issued.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

This Bond is issued solely for securing the XX% advance payment of Rs …… (Rupees ……. only) released under the Contract and shall be invoked only in case of default in adjustment or recovery of such advance.

The liability of the Insurer under this Bond shall in no event exceed the amount of Rs …… (Rupees …….. only) .

The liability under this Bond shall stand reduced to the extent of recovery/adjustment of the advance from running bills under the Purchase Order no ……. Dated …….

The Company shall notify the Vendor of the default prior to invocation. The vendor shall have a period of XX days from receipt of such notice to cure the default to the satisfaction of the ministry, failing which the company shall be entitled to invoke the bond.

This bond shall be governed by laws of India, with jurisdiction at …….

The Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein. The undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Insurer.

The Surety Bond shall not be affected by any change in the constitution or winding up of the Vendor or the Insurer or any absorption, merger or amalgamation of the Vendor or the Insurer with any other person.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....

(Signature)

.....

(Name)

.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

(Designation with Insurer Stamp)

Contact Details & Address of Surety Insurer for verification:

Name (Official): ……

Branch Address:……

Telephone No.:…… Mobile

No:…….

E-mail:……..

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond 2 - Ircon International Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

ANNEXURE-VIII(A)
(Ref. Sub-clause 9.1 c) of Instructions to Tenderers at Page 14)
Format of Insurance Surety Bond for Earnest Money Deposit
(To be executed on Non-Judicial Stamp Paper of Appropriate value)
(Refer Clauses 9.1(C) of ITT)

Insurance Surety Bond No.....
Date:.....
(Name of Contract)

To:
(Name and address of Tender Inviting Authority i.e. IRCON)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above-named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto IRCON International Limited (IRCON), having its office at ....., (hereinafter referred to as the "IRCON", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) for the sum of. (amount), for which payment well and truly to be made to IRCON, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:
1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corruptor collusive or coercive or fraudulent practices or defaults under Integrity Pact.

2. If the Bidder, having been notified of the acceptance of its Bid by IRCON during the period of bid validity.

(a) fails or refuses to sign the Contract Agreement when required, or
(b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to IRCON up to the above amount upon receipt of its first written demand, without IRCON having to substantiate its demand, provided that in its demand IRCON will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the... ..... (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date XX days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

For and on behalf of the Insurance Company
in the capacity of
Common Seal of the Insurance Company with complete address including
Tel. Nos./e- Mail Id. Staff Authority No. of the officer of the Insurance
Company/Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR BID SECURITY

1. Insurance Surety Bond for Bid Security should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Bid Security shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.

2. The executing officers of the Insurance Surety Bond for Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.

3. Each page of the Insurance Surety Bond for Bid Security shall be duty signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company

4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.

5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of IRCON INTERNATIONAL LIMITED issued by any Insurance Company registered under insurance Ac amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian
currency (INR) only is acceptable to IRCON.

6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to IRCON (authority inviting tenders) with forwarding letter.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Karnataka Housing Board

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY BOND FOR PERFORMANCE SECURITY DEPOSIT

To:
……,
Karnataka Housing Board,
……..

WHEREAS **M/s. ……** (hereinafter called "the Contractor") has submitted his Performance Security Deposit for **……** Letter of Acceptance No. **…….. Dt:……** (hereinafter called "the Contract")

WHERES, it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Surety Bond Authorized by Insurance Regulatory and Development Authority of India for an amount of Rs…….. as security for compliance with his obligations in accordance With the Contract we …….. have agreed to give the Contractor such a Surety Bond;

NOW THEREFORE We **……** having our registered office at **……**, (hereinafter called "the Insurer") are bound unto …… (hereinafter called "the Employer") in the sum of **Rs. ……. (Rupees …… Only)** for which payment well and truly to be made to the said Employer the Surety Bond itself, his successors and assigns by these presents.

WE **……** We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

We ……., further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Surety Bond and we hereby waive notice of any such change, addition or modification.

NOTWITHSTANDING anything contained herein above: -

4. Our liability under this guarantee shall not exceed **Rs. …… (Rupees …… Only)**
5. The Surety shall be valid up to ……

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

6. We are liable to pay the Surety amount or any part thereof under this Surety bond only and only if you serve upon us written claim or demand on or before …….

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Mobilization Advance Bond - Karnataka Industrial Areas Development Board

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

7b. Surety Bond Form for Advance Payment

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

Insurance Surety Bond No.: .....

Date: .....

LOA/ Contract No: ……., Dated: ……..

Name of Contract : ……..

To,

…….

KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD

……..

……..

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide Letter of Acceptance issued on vide No: ……., Dated: …….., by **KIADB to ……..**

having its Principal place of business/Registered Office at …….. ("the Contractor") concerning the …… The above scope of work is for the complete execution of the project.

Whereas, in accordance with the terms of the said Contract, the Employer has agreed to pay or cause to be paid to the Contractor an Advance Payment against furnishing of an **Advance Payment Security** for an amount of **INR …… (Indian Rupees …….. Only),** being XX% value of the contract on placement of purchase orders for electrical equipment supplying including for all items value of the contract on as provided in contract as per clause no.1.2.1 as the said advance to the contractor.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

By this letter we, the undersigned, …….. having our Registered Office at …….. and one of its branches at …….. do hereby irrevocably guarantee repayment of **INR …… (Indian Rupees …….. Only)** upon the first demand of the Employer without cavil or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the said Contract for reasons whatsoever.

Provided always that the **Insurer's** obligation shall be limited to the amount of this **Insurance Surety Bond** or an amount equal to the outstanding balance of the Advance Payment and the accrued interest on the Advance Payment, taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract, as certified by you.

This **Bond** shall remain in full force from the date upon which the said Advance Payment is received by the Contractor up to …….. beyond the date on which the entire Advance Payment along with the accrued interest if any due thereon has been fully adjusted in terms of the Contract i.e., up to …… beyond the date of Completion of the Facilities under the Contract. This **Bond** may be extended from time to time, as may be desired by **M/s……,** on whose behalf this **Bond** has been issued.

Any claims to be made under this **Bond** must be received by the **Insurer** during its period of validity, i.e. upto …… beyond the date of Completion of the Facilities by the Employer i.e. upto and inclusive of **……**

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed **INR ……. (Indian Rupees ……. Only).**
2. This **Insurance Surety Bond** shall be valid upto **…….**
3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before **…….**

For and on behalf of the Insurer

[*Signature of the authorised signatory(ies)*]

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Signature

Name :

Designation :

Contact Number(s)-

Tel. :

Mobile :

Fax Number :

E-mail :

Common Seal of the Insurer

Witness:

Signature

Name :

Designation :

Contact Number(s)-

Tel. :

Mobile :

E-mail :

Note:

1. **The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/Insurer issuing the Insurance Surety Bond.**
2. The **Insurance Surety Bond** shall be signed on all the pages by the **Insurer** Authorities and should invariably be witnessed.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

3. **The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.**
4. **The Employer shall be the Creditor; the Contractor 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.**

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Karnataka Power Transmission Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

ANNEXURE-III(C)

Form of Insurance Surety Bond towards Performance Security

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

Insurance Surety Bond No:
Date:

To
…….
KPTCL, …….

Dear Sirs,

In consideration of the **Karnataka Power Transmission 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 Intent to Award the Contract No……..dated……** and the same having been unequivocally accepted 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 XX% (…….Percent) of the **Amount put to tender (Excluding GST)** plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 43 of the CC (Conditions of Contract).

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 Owner, 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 reference to the Contractor. Any such demand made by the Owner on the Insurer 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 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 Owner and further agrees that the guarantee herein contained shall be enforceable till the Owner discharges this guarantee.

The Owner 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 performance of the Contract by the Contractor 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 Owner 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 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 or remedy or security available to the Owner. The Insurer shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the 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, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Owner at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, 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 hereinabove our liability under this Insurance Surety Bond is restricted to .....(*) and it shall remain inforce 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.{**Contractor's Name**}on whose behalf this Insurance Surety Bond has been given.

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

WITNESS :

1).....
(Signature)
.....
(Name)
.....
(Official Address)

.....
(Signature)
.....
(Name)
.....
(Designation with Insurer Stamp) Authorised Vide Power of Attorney
No.....
Date.....

2).....
(Signature)
.....
(Name)
.....
(Official Address)

Notes :(*) This sum shall be XX% (..... Percent) of the Amount put to tender (Excluding GST) plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 43 of the CC (Conditions of Contract).

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

1.The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

2.The Owner shall be the Creditor, the Contractor 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.

3.The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Contractor Insurer issuing the Insurance Surety Bond.

4.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.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Madhya Pradesh Jal Nigam

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

ANNEX 3
FORM 2
FORMAT OF INSURANCE SURETY BOND
(Refer to Clause 8 and Clause 15)

Insurance Surety Bond No. …….
Date: _____

(Name of Contract)

To:
…….
Madhya Pradesh Jal Nigam,
……

Dear Sirs,

In consideration of the ... [Madhya Pradesh Jal Nigam, ……].... (hereinafter referred to as 'MPJN.' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s .....[Developer's Name]..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Developer', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of MPJN's LOA No..... dated..... and the same having been acknowledged by the Developer, for ----------[Contract sum in figures and words] for ……[Name of the work] and the Developer having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(*).....of the said value of the aforesaid work under the Contract to MPJN.

We .....[Name & Address of the Insurance Company].....having its Head Office at.....(hereinafter referred to as the 'Surety', 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 MPJN, on demand any and all monies payable by the Developer to the extent of .....(*)..... as aforesaid at any time upto ..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Developer. Any such demand made by MPJN on the Insurance Company shall be conclusive and binding notwithstanding any difference between MPJN and the Developer or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of MPJN and further agrees that the guarantees herein contained shall continue to be enforceable till MPJN discharges this guarantee or till …….. [days/month/year] whichever is earlier.

MPJN shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the Developer. MPJN 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

Developer, 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 MPJN and the Developer or any other course or remedy or security available to MPJN. The Insurance Company shall not be released of its obligations under these presents by any exercise by MPJN 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 RfP for Development of 60 MW Wind Power Project commission on the part of MPJN or any other indulgence shown by MPJN or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the .....(Name of Insurance Company), utilizing the credit limit of M/s .....(name of Developer) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI) and also agrees that MPJN at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee MPJN may have in relation to the Developer's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed _____(*)____.
ii) This Insurance Surety Bond shall be valid upto _____.
iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if MPJN serves upon Surety a written claim or demand on or before _____.

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

WITNESS

.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
.....	.....
(Official Address)	(Designation with Stamp of Insurance Company)/with staff Authority no.

Complete Address of the Insurance Company with Telephone No. and e-Mail Id.

Notes:

1. (*) This sum shall be as per Clause 8 of RfP denominated in the Indian currency.
2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than .....(X) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp, in case of physical Stamp Paper. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the RfP for ……. Insurance Surety Bond shall get confirmed through any Indian Scheduled / Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to MPJN by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Developer can submit an advance copy of Insurance Surety Bond to MPJN.

4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch / Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Madras Export Processing Zone Special Economic Zone Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

ANNEXURE –III

FORMAT FOR INSURANCE SURETY BOND TOWARDS EARNEST MONEY DEPOSIT (EMD)

(To be submitted on non-judicial stamp paper of Rs. ……)

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

To,

…….

MEPZ, ……

Dear Sir,

In accordance with Invitation for Bids under your Bid Document No. ……, M/s. ……. (Bidder's Name) having its Registered/Head Office at …… (address) (hereinafter called 'the Bidder') wish to participate in the said bid for …….. (Name of the Project). As an irrevocable Insurance Surety Bond against Bid Security for an amount of Rs. ……..(*)..... valid for ……. days from ..... (**) required to be submitted by the bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the (Name of the Insurer) having our Head Office at (address of the Insurer) guarantee and undertake to pay immediately on demand by MSEZA, (hereinafter called 'the Authority') the amount of Rs…… (*) ..... without any reservation, protest, demand and recourse. Any such demand made by the Authority stating that the Bidder has defaulted under the terms and conditions of the contract, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to.....(@) If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s. ……. (Bidder's Name) on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this ..... day of ..... 20..... at ....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Authorised Vide Power of Attorney PoA No.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Date.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Maha Mumbai Metro Operation Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

PROFORMA OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY

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

Insurance Surety Bond No.: _____

Date: _____

To,

Maha Mumbai Metro Operation Corporation Limited (MMMOCL)

[Insert Address]

Dear Sirs,

1. This deed of Insurance Surety Bond made this _____ day of _____ (Month & Year) between [Name & Address of the Insurer] having its Head Office at _____ (hereinafter called the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) of the one part, and Maha Mumbai Metro Operation Corporation Limited (MMMOCL) (hereinafter called 'the Employer', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the other part.
2. Whereas the Employer has awarded the contract _____ (Hereinafter called the 'Contract') to _____ [Name of the Contractor] (hereinafter called the 'Contractor').
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs._____ (Rupees _____ Only).
4. Now we the undersigned [Name & Address of the Insurer], being fully authorized to sign and to incur obligations for and on behalf of and in the name of (Full name of Insurer), hereby declare that the said Insurer will guarantee the Employer the full amount of Rs._____ (Rupees _____ Only) as stated above.

5. After the Contractor has signed the aforementioned Contract with the Employer, the Insurer is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Insurer will deliver the money required by the Employer immediately on demand without delay and demur and without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Insurer the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Insurer shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. The details of Employer's bank are as under:

   A/C Name: _____
   A/C No.: _____
   IFSC Code: _____
   MICR Code: _____
   Bank Name: _____
   Branch: _____
   The Insurance Surety Bond shall be payable at any branch in _____ and shall be valid for a period as specified in Clause 7 below.

7. This Insurance Surety Bond is valid till the initial period for which this Bond will be valid, which must be at least ____ years and ____ months from the date of issue of Letter of Acceptance. The validity of this Insurance Surety Bond towards Security Deposit shall be till _____. The claim period shall be XX (_____) to XX (_____) months beyond the validity date.

8. At any time during the period in which this Insurance Surety Bond is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5 above, it is understood that the Insurer

will extend this Insurance Surety Bond under the same conditions for the required time on demand by the Employer and at the cost of the Contractor. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency or any period extended under the Contract, without prior consent of the Employer.

9. The Guarantee hereinbefore contained shall not be affected by any change in the constitution of the Insurer or of the Contractor.

10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the Insurer of their liability under this deed. 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 performance of the Contract by the Contractor, and the Insurer shall at no point in time have an option of revoking the same.

11. The expressions "the Employer", "the Insurer", and "the Contractor" hereinbefore used shall include their respective successors and assigns. The Employer shall be the Creditor, the Contractor shall be the Principal Debtor, and the Insurance Company/Insurer shall be the Surety.

12. Notwithstanding anything contained herein:

    1) Our liability under this Insurance Surety Bond shall not exceed Rs._____ (Rupees _____ Only)

    (i) This Insurance Surety Bond shall be valid up to _____ (Date) and payable at _____.

    (ii) We are liable to pay the guarantee amount or part thereof under this Insurance Surety Bond only & only if you serve upon us a written claim or demand on or before _____ .

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

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

In witness whereof I/We of the Insurer have signed and sealed this Insurance Surety Bond on the day of _____ (Month & Year), being herewith duly authorized.

For and on behalf of the Insurer

_____

(Signature)

_____

(Name)

_____

(Designation with Insurer Stamp)

Authorised Vide Power of Attorney No.: _____ Date: _____

Signed, sealed and delivered for and on behalf of the Insurer by the above named in the presence of:

Witness 1:

_____

(Signature)

_____

(Name)

_____

(Official Address)

Witness 2:

_____

(Signature)

_____

(Name)

_____

(Official Address)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Maharashtra Metro Rail Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond for Performance Security

APPENDIX-09

Name of the issuer of Surety Bond -

To,
Maharashtra Metro Rail Corporation Limited,
……..

Surety Bond No -
Issue Date:
Amount of Bond:
Expiry Date:

WHEREAS, Maharashtra Metro Rail Corporation Limited (hereinafter called The Employer") having accepted the bid of …….. (hereinafter called "the Concessionaire") for the work of ……..
AND
WHEREAS, the Concessionaire is required to furnish Performance Security for the sum Rs……., in the form of Surety Bond, being a condition precedent to the signing of the Concession Agreement.
AND
WHEREAS, we, Name & Regd. Address if insurance co to be incorporated being a registered Insurance Company authorized by Insurance Regulatory and Development Authority of India hereinafter called the Surety, acting through Branch address of Insurance company to be incorporated, have, at the request of Concessionaire Name to be incorporated the agreed to give Bond for performance security as hereinafter contained.

1. KNOW ALL MEN by these present that I/We, the undersigned _____ (Name & Designation of signatory to be incorporated) being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Maharashtra Metro Rail Corporation Limited the full amount in the sum of INR …….. (In Words- Rupees …….. only) as above stated.

2. The Surety undertakes to pay immediately, upon presentation of a written demand by the Employer, any amount up to and including the full bond amount without any demur reservation, recourse, or dispute Any such demand made by the Employer on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.

3. Upon partial payment of the amount demanded by the Employer, the Bond shall remain valid for the balance amount until fully discharged or until the expiry of the Bond. i.e the aforementioned full amount less the payment made to the Employer.

4. The Surety shall pay the amount as demanded immediately on presentation of the demand by the Employer without any reference to the Concessionaire and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.

5. The Surety Bond shall be unconditional and irrevocable.

6. The Band hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Concessionaire

7. The Surely agrees that no change, addition, modifications to the terms of the Concession Agreement or to any documents, which have been or may be made between the Employer and the Concessionaire, will in any way release us from the liability under this Bond, and the surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety

8. This Bond is valid and effective from the date of its issue, which is DD/MM/YYYY (Issuance date to be incorporated). The Bond and our obligations under it will expire on ……. All demands for payment under the Bond must be received by us on or before that date.

9.The Surety agrees that the Employer has the right to demand payment of the aforementioned full amount in one or more instances, up to the total bond amount until the bond is fully discharged or the validity period expires

10. The Surety agrees that its obligation to pay any amount demanded by the Employer before the expiry of this Bond will continue until the amount demanded has been paid in full

11. The expressions Surety and the Employer hereinbefore used shall include their respective successors, administrators and assigns

12. The Surety undertakes that this Bond shall remain irrevocable and binding throughout its validity period unless explicitly revoked with prior written consent of the Employer. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.

13. We, the Surety Insurer, further agree that the Employer shall be the sole judge to decide as to whether the Concessionaires in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Concession document and the decision of the Employer that the Concessionaire is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Concessionaire or any dispute pending before any court, tribunal, arbitrator or any authority

14.The Employer shall have the fullest liberty, without affecting in any way the liability of the Surety Insurer under this guarantee, from time to time to extend the time for performance of the Concession by

the Concessionaire. 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 Concessionaire, 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 Concession between the Employer and the Concessionaire or any other course or remedy or security available to the Employer The Surety Insurer shall not be released of its obligation under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance of other acts of omission or commission on part of the Employer's 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 Surely Insurer.

15. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the Concessionaire in favour of the Employer available with the Employer The Surety, under this Bond, shall be deemed as Principal Debtor of the Employer

16. This Surety Bond shall be governed by and construed in accordance with the laws of India Any dispute arising out of or in connection with this Bond shall be subject to the jurisdiction of courts in Pune, Maharashtra

Notwithstanding anything to the contrary contained in these presents,

a. Our liability under this Surety Bond shall not exceed Rs. ……..
b. This Surety Bond shall be valid up to ……
c. Unless the Surety is served a written claim or demand on or before …… all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

17. The Insurance Surety Bond shall be verified by sending mail to …….

Date: -
Place: -

Surety's Seal and authorized signature (s)

Witness
1.
2.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Maharashtra State Electricity Distribution Company Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

PERFORMANCE SECURITY FORM

Insurance Surety Bond No. …… Date.....

Contract No.....

……..[Name of Contract]…….

To: [Name and address of Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") signed on .....(insert date of the Contract)…..... between M/s. XXXXX (Name of Employer), having its Registered Office at XXXXX (Registered Address of employer) ("the Employer"/" XXXXX (Name of Employer)") on behalf of XXXX (Name of owner) (hereinafter referred to as 'XXXX (Short Name of Owner)' / 'Owner'), and M/s ..... (Name of Contractor) ....., having its Principal place of business at ……...(Address of Contractor)..... and Registered Office at ……...(Registered address of Contractor) ..... ("the Contractor") concerning …….....….. (Indicate brief scope of work) ..... for the complete execution of the …… (insert name of Package along with name of the Project)…….. [Applicable for Insurance Surety Bonds issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract signed on .....(insert date of the Contract)…..... between M/s. XXXXX (Name of Employer), having its Registered Office at XXXXX (Registered Address of employer) ("the Employer"/" XXXXX (Name of Employer)") on behalf of XXXX (Name of owner) (hereinafter referred to as 'XXXX (Short Name of Owner)' / 'Owner'), and M/s ..... (Name of Contractor) ....., having its Principal place of business at ……...(Address of Contractor) ..... and Registered Office at ……...(Registered address of Contractor) ..... ("the Contractor") and the Contract ("the Contract") signed on .....(insert date of the Contract)…..... between XXXXX (Name of Employer) on behalf of Owner and M/s ..... (Name of Associate) ....., having its Principal place of business at ……...(Address of Associate) ..... and Registered Office at ……...(Registered address of Associate) ....., the Associate of the Contractor for executing the Facilities concerning …….....….. (Indicate brief scope of work) ..... for the complete execution of the …… (insert name of Package along with name of the Project)…….. [Applicable for Insurance Surety Bonds to be issued by Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned, ……(insert name & address of the issuing Insurance Company) ……, an Insurance Company (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at …..…….(insert address of registered office of the Insurance Company)……..... do hereby irrevocably guarantee payment to the Employer up to …….. i.e., …….. percent (XX%) of the Contract Price until …….. (XX) days beyond the Defect Liability Period i.e., upto and inclusive of ……. (dd/mm/yy).

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

We undertake to make payment under this Insurance Surety Bond upon receipt by us of your first written demand signed by the Employer duly authorized officer or the authorized officer of Owner declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

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

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

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Insurance Surety Bond shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to the Employer shall equal the sums guaranteed hereunder, whichever is the earlier.

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

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

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

For and on behalf of the Insurance Company

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

email _____

Common Seal of the Insurance Company_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note :

1. For the purpose of executing the Insurance Surety Bond, the non-judicial stamp papers of appropriate value shall be purchased in the name of Insurance Company who issues the 'Insurance Surety Bond'.

2. The Insurance Surety Bond shall be signed on all the pages by the Insurance Company Authorities indicating their POA nos. and should invariably be witnessed.

3. The Insurance Surety Bond should be in accordance with the proforma as provided. However, in case the issuing Insurance Company insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Insurance Surety Bond [i.e., end paragraph of the Insurance Surety Bond preceding the signature(s) of the issuing authority(ies) of the Insurance Surety Bond]:

Quote

"Notwithstanding anything contained herein:

1. Our liability under this Insurance Surety Bond shall not exceed _____ (value in figures)_____ [_____ (value in words)_____].

2. This Insurance Surety Bond shall be valid upto _____(validity date)_____.

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

Unquote

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Mumbai Metro Rail Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE

1. In consideration of the **Mumbai Metro Rail Corporation Limited** (hereinafter called "the Employer") having agreed to exempt **M/s. ……..** having its Registered office at …….. (hereinafter called "the Contractor" from the demand, under the terms and conditions of an Agreement / LOA dated …… made between the Employer and M/s. ……. for ……. (hereinafter called "the Agreement"), of Insurance Surety Bond for the due fulfillment by the Contractor of the terms and conditions contained in the said Agreement, on production of a Insurance Surety Bond for **Rs…….. (Rupees ……. Only)**.

We, _____ (hereinafter referred to as "Surety Insurer") at the request of M/s. …… do hereby undertake to pay to the Employer an amount of not exceeding **Rs……. (Rupees …… Only)** against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reasons of any breach by the Contractor of any of the terms and conditions contained in the said Agreement.

2. We, _____ (indicate name of the Surety Insurer) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage to or would be caused to or suffered by the Employer by reason of breach by the Contractor of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor's failure or repudiation to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Surety Insurer under this Insurance Surety Bond. However, our liability under this Insurance Surety Bond shall be restricted to an amount not exceeding **Rs……. (Rupees ……. Only).**

3. We undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, _____ (indicate name of the Surety Insurer) further agree that the Insurance Surety Bond herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or the Employer has certified that the terms and conditions of the said Agreement have been fully and properly carried out by the Contractor and accordingly discharges this Insurance Surety Bond. Unless a demand or claim under this Insurance Surety Bond is made on to us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ (indicate name of the Surety Insurer) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the Contractor or for any forbearance, act or commission on the part of the Employer or any indulgence by the Employer to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

6. Notwithstanding anything contained herein above, this Insurance Surety Bond is limited to **Rs…… (Rupees …… Only)** shall remain in force until _____ All claims hereunder must be presented to the Surety Insurer, not after the said date, all your right under the said Insurance Surety Bond shall be forfeited and we shall be discharged from all liabilities under this Insurance Surety Bond thereafter.

7. This Insurance Surety Bond will not be discharged due to the change in the constitution of the Surety Insurer or the Contractor.

8. We, _____ (indicate name of the Surety Insurer) lastly undertake not to revoke this Insurance Surety Bond during its currency.

Dated _____Day of _____ 20XX

For _____ Insurance Limited
(Indicate the name of the Surety Insurer)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Mobilization Advance Bond - National High Speed Rail Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond for Advance Payment Security

Beneficiary:

National High-Speed Rail Corporation Limited

……

……..

Date:

Advance Payment Surety Bond No: XXXXXX

This surety bond ("**Surety Bond**") executed at _____ by

_____ (Name of Insurance Company) having its Registered office at _____ and registered with the Insurance Regulatory and Development Authority of India under registration number …… (hereinafter referred to as the "**Surety**") which expression shall unless it be repugnant to the subject or context thereof include its administrators, successors and permitted assigns;

in favour of

NATIONAL HIGH-SPEED RAIL CORPORATION LIMITED, a public limited company with its corporate office at …… (hereinafter referred to as the "**Beneficiary**") which expression shall unless it be repugnant to the subject or context thereof include its administrators, successors and assigns.

WHEREAS

(A) We, the SURETY abovenamed have been informed that **M/s. ……** (**the "Contractor"**) having its office **…….** has entered into Contract with the Beneficiary Vide **LOA No.: ……. Dated: ……..**, (hereinafter called "**the Contract**") for the execution of specified works / supply of goods and services as specified therein.

(B) We further understand that, according to the conditions of the Contract, an advance payment in the sum Rs. …… (…….. Only) ("**Advance Payment**") is to be made to the Contractor by the Beneficiary against an advance payment surety bond.

(C) At the request of the Contractor, we as SURETY, have agreed to guarantee the application of the Advance Payment by the Contractor in the performance of its obligations under the Contract upon the terms and conditions of this Surety Bond being these presents.

NOW THIS SURETY BOND WITNESSTH

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

We, …….. the SURETY abovenamed for valuable consideration and premium received, the receipt and sufficiency of which is hereby acknowledged, do hereby unconditionally, absolutely and irrevocably undertake to the Beneficiary as follows:

(1) to pay immediately on first demand by the Beneficiary without protest, demur, or proof and without reference to the Contract and irrespective of and notwithstanding the existence of any dispute, whatsoever between the Contractor and the Beneficiary any sum or sums, in aggregate upto Rs. …….. (…….. Only) that the Beneficiary demands.

(2) that this Surety Bond shall constitute an independent contract between the Surety and the Beneficiary and shall not in any way be affected by any dispute or difference between the Contractor and the Beneficiary.

(3) The Beneficiary shall have a right to invoke this Surety Bond in part or in full, on one or more occasions, as it may deem fit.

(4) The liability of the Surety under this Surety Bond Amount may be reduced by the value of the works executed by the Contractor (as determined in accordance with the Contract) in each case as evidenced by a certificate issued by the Beneficiary to the Surety.

(5) This Surety bond shall expire, upon the Beneficiary advising us that no advance payments remain outstanding to the Contractor or on the …….. whichever is earlier. Consequently, any demand for payment under this Surety bond must be received by us at this office on or before such date.

(6) It shall not be necessary for the Beneficiary to proceed against the Contractor before proceeding against the Surety and the Surety Bond herein contained shall be enforceable against the Surety, notwithstanding any other security which the Beneficiary may have obtained from the Contractor is outstanding or unrealized.

(7) In order to give full effect to this Surety Bond, the Beneficiary shall be entitled to treat the Surety as the principal debtor and the obligations of the Surety shall not be affected by any variations in the terms and conditions of the Contract or other documents or by extension of time of performance of any obligations by the Contractor or any postponement for any time of the powers exercisable by the Beneficiary against the Contractor or forebear or enforce any of the terms and conditions relating to non-compliance of the Contract by the Contractor and we shall not be relieved from our obligations by reason of any variation or extension being granted to the Contractor or forbearance or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the Contractor to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

(8) We as Surety shall not revoke this Surety Bond during its currency except with the previous consent of the Beneficiary in writing and agree that any change in the constitution of the Beneficiary, Contractor or the Surety shall not discharge our liability hereunder.

(9) The Contractor having requested the execution of this Surety Bond by the Surety undertakes with the Surety (without limitation of any other rights and remedies of the Beneficiary or the Surety

against the Contractor) to apply the Advance Payment in discharge of the obligations on its part set out in the Contract.

(10) The Surety may not assign or transfer any rights or obligations of the Surety under this Surety Bond.

(11) This Surety Bond shall be a contract of guarantee under Section 126 of the Indian Contract Act, 1872.

(12) This Surety Bond shall be governed by and construed in accordance with the laws of India. The courts at ……. shall have exclusive jurisdiction to entertain any dispute arising out of or in connection with this Surety Bond.

(13) The Surety shall be liable to pay the Surety bond amount if the Beneficiary serves upon a written claim or demand at the office specified below:
[Surety's Office Address & Email Id for Service of Claims]

---

(14) Notwithstanding anything contained herein,

(a) The liability of the Surety under this Surety Bond shall not exceed Rs. ……. (…….Only)

(b) This Surety Bond shall be valid up to …….

(c) The Surety shall be liable to pay the Surety bond amount or any part thereof under this Surety Bond only if the Beneficiary serves upon us a written claim or demand on or before ……[3] at our office specified below:
…….
…….

(15) The Surety has power to issue this Surety Bond and the undersigned is duly authorized to execute this Surety Bond.

IN WITNESS WHEREOF the Surety has set its hands hereunto on the day, month and year first hereinabove written.

SIGNED AND DELIVERED by ……., as SURETY, by
the hand of its authorized official.

Name : ……..

[3] date which is XX months after date mentioned at (b) above

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Title : ……..

(Signature)

[To be executed on adequate stamp paper and must be notarized}

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Retention Bond - National Highways Authority of India

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY BOND - WITHDRAWAL OF RETENTION MONEY

……..
National Highways Authority of India
……..

WHEREAS:

(A) **M/s. ……..**, …….. (hereinafter called the "**Contractor**") has executed an agreement (hereinafter called the "Agreement") with the National Highways Authority of India, ……., (hereinafter called the "**Authority**") for **……..**, subject to and in accordance with the provisions of the Agreement.

(B) In accordance with the requirements of the Contract Agreement, the Contractor shall furnish Security for the due and faithful performance of its obligations under the Contract during the Defects Liability Period and Maintenance Period for a sum of Rs. …….. (Rupees ……..only). Alternatively, the Contractor may provide a Surety Bond for an equivalent amount as Security towards the above obligations.

(C) AND WHEREAS we…….. through our branch at …….. (the "Surety Insurer") have agreed to furnish this Surety Bond by way of retention money release for the amount of **Rs…….. (Rupees …….. only)** (the "Surety Bond Amount").

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer hereby unconditionally and irrevocably undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of […….], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for under and in accordance with the Agreement shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise,

shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Retention Money and any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Retention Money.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Surety Bond shall remain valid for a period of XXX (……..) days from the date of issue of the bond, i.e., up to ……., after which it shall cease to be in force and effect.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

12. This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed and sealed this…… Day of ……., 2026 at ……..

SIGNED, SEALED AND DELIVERED

For and on behalf of the bank by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond 2 - National Hydroelectric Power Corporation

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

ATTACHMENT – 1(A)
Format of Insurance Surety Bond for Earnest Money Deposit
(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....
Date…

Name of Contract : ……

To
……..,
NHPC Ltd,
……..

WHEREAS M/s…… (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated …….. (date of bid) for the performance of the above named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We..... (Name of Insurance Company) of .....(address of Insurance Company) (hereinafter called "the Surety"), are bound unto NHPC Limited (a Govt. of India Enterprises) for the sum of Rs ……. (amount), for which payment well and truly to be made to NHPC Ltd., the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts Corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.

2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the Period of bid validity.
   a) Fails or refuses to sign the Contract Agreement when required, or
   b) Fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand
The Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or Conditions.

The Surety declares that this Insurance Surety Bond is issued by the..... (Name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date XX days after the

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

period of bid validity), i.e. …… and any demand in respect thereof must reach the Surety not later than the above date.

Notwithstanding anything contained hereinabove:

I. Our liability under this Insurance Surety Bond shall not exceed Rs ……..
II. This Insurance Surety Bond shall be valid up to …….
III. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serves upon Surety a written claim or demand on or before …….

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

WITNESSES

(Signature)..... (Signature).....

(Name)..... (Name).....

(Official Address)..... (Official Address).....

(Designation with Stamp of Insurance Company)/with staff Authority no.)
Complete Address of the Insurance Company with Telephone No. and e-Mail Id.

For and on behalf of the Insurance Company

_____

in the capacity of

_____

Common Seal of the Insurance Company with complete address including Tel. Nos. / e-Mail Id.
Staff Authority No. of the officer of the Insurance Company /Signatory

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - National Small Industries Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

ANNEXURE-II (B)

Format for EMD in Form of Insurance Surety Bond

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name

of issuing Insurance Company)

Insurance Surety Bond for EMD

Whereas M/s _____ R/o _____ (Hereafter referred to as Bidder) has approached us for giving a Surety of Rs. _____/- (hereafter known as the "Surety Amount") valid up to ____/_____/20____ (Hereafter known as the "Validity date") in favour of the National Small Industries Corporation Ltd., _____ (Hereafter referred to as NSIC/ Facilitator) for participation in the RFP No. _____ dated _____ floated by NSIC on behalf of Ministry of Micro, Small & Medium Enterprises, Government of India for Selection of Vendor for Supply of Toolkits for Goldsmith (Sonar) Trade under PM Vishwakarma Scheme.

Now, at the request of the Bidder, we _____ Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office, _____ and Registered/ Head Office _____ (the "Surety") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

1. We, the Surety, do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Surety without any demur, protest, merely on a demand from the NSIC stating that the amount claimed is due to the bidder withdrawal or amendment in its bid or impairing or derogating from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or if the successful bidder failed to accept the Letter of Award or to submit Performance Security & sign the contract/ agreement in accordance with the relevant provisions of the RFP or if bidder fails to submit additional documents/information sought by NSIC or violates the Code of Integrity for Public Procurement as contained in the RFP. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the NSIC in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the "Surety Amount".

2. We, the Surety, undertake to pay to the NSIC any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Bidder shall have no claim against us for making such payment.

3. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the performance of the said RFP and that it shall continue to be enforceable until NSIC certifies that the terms and conditions of the said RFP have been fully and properly

carried out by the said Bidder and accordingly discharge this Surety. Unless a demand or claim under this Surety is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this Surety thereafter.

4. We the Surety further agree with the NSIC that the NSIC shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said tender Agreement or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time, any of the powers exercisable by the NSIC against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said tender and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder or for any forbearance, act or omission on the part of the NSIC or any indulgence by the NSIC to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This Surety Bond shall be continuing surety and shall not be discharged by any change in the constitution of the Surety, or in the constitution of the Bidder or NSIC/ Facilitator.

6. We lastly undertake not to revoke this Surety during its currency except with the previous consent of the NSIC/ Facilitator in writing.

7. Notwithstanding anything herein contained:

a) The liability of the Surety under this Surety bond is restricted to the “Surety Amount”, and it will remain in force up to its Validity date specified above.

b) The Surety shall stand completely discharged and all rights of the NSIC under this Surety shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

8. In case NSIC demands for any money under this Surety Bond through written claim or demand, the same shall be paid through NEFT/RTGS to NSIC’s Bank Account No……. under written intimation to NSIC.

The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place: _____ (Signature of the Insurance Company Officer)

Date: _____ Rubber stamp of the Insurance Company

Authorised Power of Attorney Number: _____

Name of the officer: _____
Designation: _____
Official Email ID: _____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Complete Postal address of Insurance Company: _____
Telephone Numbers _____
Fax numbers _____
Name, Address, contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by NSIC.

_____

_____

_____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond 2 - National Thermal Power Corporation

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond towards Performance Security

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

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

To,

NTPC Limited

……

Dear Sirs,

In consideration of the **NTPC Limited** (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 **…….** (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 Employer's Notification of Award No. …… dated ……. and the same having been unequivocally accepted by the contractor, having agreed to provide a Contract Insurance Surety Bond towards Performance Security for the faithful performance of the entire Contract equivalent to **……** (…… Only) of the said value of the Contract to the Employer.

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 INR **……** (……. Only) as aforesaid at any time up to …….. without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the 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 **…… (XX) 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 performance of the Contract by the Contractor. The Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, or protest and shall at no point in time have an option of revoking the same. The Employer shall also have the fullest liberty to postpone the exercise of any powers or rights against the Contractor and to enforce or forbear any covenants contained in the Contract.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

The Insurer shall not be released of its obligations by any exercise by the Employer of its liberty or by reason of any other act or forbearance or omission on the part of the Employer. The Insurer also agrees and undertakes that the Employer shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety in the first instance without proceeding against the Contractor.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to INR **……** (…… Only)as aforesaid at any time up to ……. and shall be extended from time to time for such period (not exceeding one year), as may be desired by **……** on whose behalf this Insurance Surety Bond has been given.

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

WITNESS:

1. ..... (Signature)

..... (Name)

..... (Official Address)

2. ..... (Signature)

..... (Name)

..... (Official Address)

FOR THE INSURER:

(Signature) .....

(Name) .....

(Designation with Insurer Stamp) .....

Authorised Vide Power of Attorney No.: ..... **Date:** .....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Mobilization Advance Bond - National Thermal Power Corporation

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

ANNEXURE-XA

Form of Insurance Surety Bond for Advance Payment (Supply-FOB/Ex-Works)

Insurance Surety Bond No. .....
Date.....

To,
NTPC Limited
……..
……..

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 M/s.....[Contractor's Name]..... 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 Employer's Notification of Award No. ..... dated ..... and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No. .....dated..... valued at ..... for .....[Name of Contract] .....(hereinafter called the 'Contract') and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting ..... (in words and figures) as an Advance against Guarantee to be furnished by the Contractor.

We.....[Name and 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, immediately on demand any or, all monies payable by the Contractor to the extent of .....[advance amount]..... as aforesaid at any time upto .....(@)..... without any demur, reservation, contest, recourse or protest and/ or without any reference to the 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 guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till …… (XX) 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 guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. 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 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 Employer and the Contractor 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 by the Employer 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.

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

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to .....[advance amount]..... 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.....[Contractor's Name]..... on whose behalf this guarantee has been given.

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

(Signature).....
(Name).....
(Designation with Insurer Stamp)
.....
(Official e-mail ID)
Authorized Vide Power of Attorney
No.....
Dated.....

Notes: 1. (@) This date shall be ……. (XX) days beyond the date of Completion of the last Facilities covered under the package.

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 Contractor 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 guarantee.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

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.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Mobilization Advance Bond - NLC India Renewables Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Annexure
Format for Insurance Surety Bond for Advance Payment
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No: ……..
Date……..
LOA/Contract No……..

To
NLC India Renewables Limited,
……..
……

Dear Sirs,

We refer to the Contract ("the Contract")

vide Letter of Award issued on …….. (insert date of the notification of award)....by you to M/S…… (Name of Contractor) the contractor (which expression shall unless the repugnant to the context or meaning thereof, including its successors, administrators, representatives and assignees)

(or)

signed on (insert date of the Contract) between you and M/S ……..(Name of Contractor) having its principal place of business at…….. (Registered Address of Contractor) ……. ("the Contractor" which expression shall unless the repugnant to the context or meaning thereof, including its successors, administrators, representatives and assignees)

concerning …… (indicate brief scope of work) for the complete execution of the ……. (insert name of the package along with name of the project)……..

Whereas, in accordance with the terms of the said Contract, "NIRL - the Purchaser" (which expression shall unless the repugnant to the context or meaning thereof, including its successors, administrators, representatives and assignees) has agreed to pay or cause to be paid to the Contractor an Advance Payment against furnishing of an Advance Payment Guarantee for an amount of……. (Amount in figures and words) ……..which is equal to XXX% (……. percent) of the amount of Advance Plus {amount of GST reimbursable on Advance as per the Proforma invoice, if applicable}].

By this letter we, the undersigned …… (insert name and address of the insurer) "the Insurer" (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ……..and having its registered/ Head office at …… (insert address of registered office of the Insurer) do hereby irrevocably guarantee repayment of ……..(Amount of the Insurance Surety Bond in figures and words)

…….upon the first demand of the Purchaser without caval or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the said Contract for reasons whatsoever.

Provided always that the Insurer's obligation shall be limited to the amount of this Insurance Surety Bond or an amount equal to the outstanding balance of the Advance Payment and the accrued interest on the Advance Payment, taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract, as certified by you.

This Bond shall remain in full force from the date upon which the said Advance Payment is received by the Contractor up to …… (XX) days beyond the date on which the entire Advance Payment along with the accrued interest if any due thereon has been fully adjusted in terms of the Contract i.e., up to …….. (XX) days beyond the date of Completion of the Facilities under the Contract. This Bond shall be extended from time to time, as may be desired by M/S…… on whose behalf this Bond has been issued.

Any claims to be made under this Bond must be received by the Insurer during its period of validity, i.e. upto …….. (XX) days beyond the date of Completion of the Facilities by the purchaser i.e. upto and inclusive of.....(dd/mm/yy).

Notwithstanding anything contained herein:

1. Our liability under this Insurance Surety Bond shall not exceed …….. (value in figures) […….(value in words)…….].

2. This Insurance Surety Bond shall be valid upto……. (validity date)
3. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only & only if we receive a written claim or demand on or before ……..(validity date)…….

For and on behalf of the Insurer

Signature
Name
Designation
Contact Number(s):
Tel.Mobile
Fax Number
Email
Common Seal of the Insurer

Witness 1:
Signature

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Name
Address
Contact Number(s) Tel.Mobile email

Witness 2:
Signature
Name
Address
Contact Number(s): Tel.Mobile email

Note:

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/Insurer issuing the Insurance Surety Bond.
2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.
3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
4. The purchaser shall be the creditor, the contractor shall be the principal debtor and the insurance company/insurer shall be the surety in respect of the insurance surety bond to be issued by the insurer.
5. For the purpose of verification/confirmation of this Insurance Surety Bond by the Employer, the Insurer shall indicate two official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Insurer forwarding the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Odisha Power Transmission Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND FOR BID SECURITY

Insurance Surety Bond No.: .....
Date: .....

Bid Document having Specification No.: ……..

To:

……
Odisha Power Transmission Corporation Limited
……

We refer to the Bid Document having Specification No.: …… (herein after referred to as the **"Bid Document"**) of Odisha Power Transmission Corporation Limited (herein after referred to as '**you**' or '**OPTCL**').

Whereas, ……. having its Principal place of business at **……** (hereinafter referred to as **"Bidder/ Contractor**") has participated in the aforesaid tender issued by OPTCL for the ……. .

Whereas, **Clause XX of Section XX (*Instructions to Bidder)* of the Bid Document** stipulates that, at the time of bid submission, the Bidder/contractor shall furnish a Bid Security towards Earnest Money Deposit in the amount specified in the Bid Data Sheet;

Now, therefore, in compliance with the said **Clause XX of Section XX, of the Bid Document** the Bidder/Contractor has approached this Insurer for execution of this Insurance Surety Bond as Bid security towards the Earnest Money Deposit(**"EMD"**) for the afore said tender.

By this Insurance surety Bond we, the undersigned, ……*(insert name & address of the* **Insurer** *)* ……, a Insurer organized under the laws of India and having its Registered/Head Office at ……*(insert address of registered office of the* **Insurer***)* do hereby irrevocably guarantee payment to you up to i.e., ……. percent (XX%) of the estimated Contract value i.e ., **Rs. ……. (Rupees …… Only).**

We undertake to make payment under this **Insurance Surety Bond** upon receipt of OPTCL first written demand signed by its duly authorized officer declaring the Bidder/ Contractor to be in default under the **Bid Document** and without any condition, demur, reservation, contest, protest, cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or

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

Any such demand made by the OPTCL on the Insurer shall be conclusive and binding notwithstanding any difference between OPTCL and the Bidder/Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

Further, in accordance with **Sub- Clause XX of Section XX (*Instructions to Bidder*) of the Bid Document**, i.e. forfeiture of Bid security (EMD), we hereby undertake to make payment to OPTCL upon the occurrence of the following events:

a. if the Bidder/ Contractor withdraws its bid during the period of bid validity specified by the Bidder/Contractor in the Bid Form; or

b. In case the Bidder/Contractor does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in **Attachment-Declaration** of the Bid; or

c. If the Bidder/Contractor does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to **ITB Sub-Clause XX**; or

d. If, as per the requirement of Qualification Requirements the Bidder/Contractor is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant (s) within ten days from the date of intimation of post – bid discussion; or

Furthermore, if the Bidder/Contractor is declared as the successful bidder, then, in addition to the aforesaid events, payments under this Bond shall also be payable to OPTCL upon the occurrence of the following events:

e. If the Bidder/ Contractor fails to sign the Contract Agreement, in accordance with **Clause XX of Section XX (Instructions to Bidder) of the Bid Document,** or

f. If the Bidder/ Contractor fails to furnish the required performance security (ies), in accordance with **Clause XX of Section XX (Instructions to Bidder) of the Bid Document** and/or to keep the bid security valid as per the requirement of **Sub-clause XX of Section XX (Instructions to Bidder) of the Bid Document**.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

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

This Insurance Surety Bond shall remain in full force and effect from the date of its issuance until the expiry of the bid validity period.

Provided that, if the Bidder/Contractor is declared the successful bidder, this Insurance Surety Bond shall continue to remain valid until the Bidder/Contractor has executed the Contract and furnished the Performance Security in accordance with **Clauses XX XX of Section XX (Instructions to Bidder) of the Bid Document** (i.e. within XX from the Letter of Award)- and in any case not later than XX days from the date of Letter of Award.

The validity of this Bond shall be extended from time to time, as required, for such additional periods as may be stipulated by OPTCL, provided that each extension shall not exceed …….. (XX) year at a time.

Failure of the Bidder/Contractor to comply with the requirements of **Clause XX or Clause XX of Section XX (Instructions to Bidder) of the Bid Document** shall constitute sufficient grounds for forfeiture of the bid security under this Insurance Surety Bond by OPTCL.

Our liability under this **Insurance Surety Bond** shall become null and void immediately upon its expiry i.e within XX days from the date of Letter of Award, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

If the Bidder/Contractor is not declared the successful bidders, this Insurance Surety Bond will become null and void immediately within ***…….. (XX)*** days after the expiration of the bid validity period as per **Sub clause XX of the Instruction to Bidder of the Bid Document**.

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

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

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed **Rs. …… (Rupees …… Only)**
2. This **Insurance Surety Bond** shall be valid upto ……..
3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only C only if we receive a written claim or demand on or before **……**

For and on behalf of the **Insurer**

[*Signature of the authorised*

signatory(ies)] Signature _____

Name_____

Designation_____

Contact Number(s): Tel. _____Mobile _____

Fax Number_____
email _____

Common Seal of the Insurer _____

Witness
: Signature_____

Name_____

Address _____

Contact Number(s): Tel. _____Mobile _____
email _____

Note:

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/estamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/estamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities/ Insurer and should invariably be witnessed.

3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by _____as amended from time to time.

4. The Employer/Purchaser shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

5. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - PFC Consulting

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

ANNEXURE 14 A - FORMAT OF THE SURETY BOND

FOR BID SECURITY FORMAT OF THE SURETY BOND

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the .....[Insert name of the Bidder] submitting the Bid inter alia for establishing the Inter-State transmission system for _____[Name of Project] on ……. basis, in response to the RFP dated _____ issued by _____[Name of BPC], and the Bid Process Coordinator (hereinafter referred to as BPC) agreeing to consider such Bid of ……. [Insert the name of the Bidder] as per the terms of the RFP, the [Insert name of Surety Insurer issuing the surety bond and address of Head Office] (hereinafter referred to as "Surety Insurer") hereby agrees unequivocally, irrevocably and unconditionally to pay to _____[Name of BPC] or its authorized representative at _____[Address of BPC] forthwith on demand in writing from_____[Name of BPC] or any representative authorized by it in this behalf, any amount up to and not exceeding Rupees _____ Only (Rs _____ Crore) (the "Surety Bond"),on behalf of M/s…….[Insert name of the Bidder].

This surety bond shall be valid and binding on the Surety Insurer up to and including……. [Date to be inserted on the basis of Clause 2.11 of this RFP] and shall not be terminable by notice or any change in the constitution of the Surety Insurer or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Surety Bond is restricted to Rupees _____ Only (Rs ____ Crore). The Surety Bond shall remain in force until ……..[Date to be inserted on the basis of Clause 2.11 of this RFP]. _____ [Name of BPC] or its authorized representative shall be entitled to invoke this Surety bond until …… [Insert Date, which is ……. (XXX) days after the date in the preceding sentence]. The Surety Insurer hereby expressly agrees that it shall not require any proof except for the written demand from _____ [Name of BPC] or its authorized representative, made in any format, raised at the above mentioned address of the Surety Insurer, in order to make the said payment to _____ [Name of BPC] or its authorized representative.

The Surety Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Surety Insurer shall not require _____ [Name of BPC] or its authorized representative to justify the invocation of this surety bond, nor shall the Surety Insurer have any recourse against _____ [Name of BPC] or its authorized representative in respect of any payment made hereunder.

This Surety Bond shall be interpreted in accordance with the laws of India.

The Surety Insurer represents that this Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Surety Insurer in the manner provided herein.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

This Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Surety Insurer.

This Surety Bond shall be a primary obligation of the Surety Insurer and accordingly _____[Name of BPC] or its authorized representative shall not be obliged before enforcing this Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by _____[Name of BPC] or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

Notwithstanding anything contained hereinabove, our liability under this surety bond is restricted to Rupees _____ Only (Rs ____ Crore) and it shall remain in force until …… [Date to be inserted on the basis of Clause 2.11 of RFP], with an additional claim period of ……. (XXX) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Surety Bond only if _____ [Name of BPC] or its authorized representative serves upon us a written claim or demand.

In witness where of:

Signature……..

Name: ……

Power of attorney No/ Employee No. as applicable.: ……...

For:

…… [Insert Name of the Surety-Insurance Company]

Insurer's Seal and Full Address, including mailing address of the Head Office

Notes:

1. The Stamp Paper should be in the name of the Executing Insurance Company.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Power Department, Government of Sikkim

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

ANNEXURE 2

Insurance Surety Bond for Performance Security

Insurance Surety Bond No.: _____ **Date: _____**

Name of Contract:

_____

_____

To:

…….

Power Department,

Government of Sikkim,

…….

…….

Dear Sirs,

In consideration of the Government of Sikkim, Power Department, …….. (hereinafter referred to as 'GOS.' 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 Office at …… (hereinafter referred to as the 'Developer', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of GOS's LOI No. ……. dated …… and the same having been acknowledged by the Developer, for …… and the Developer having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. …….. (Indian Rupees …….. only) of the said value of the aforesaid work under the Contract to GOS.

We ……[Name & Address of the Insurance Company].....having its Head Office at.....(hereinafter referred to as the 'Surety', 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 GOS, on demand any and all monies payable by the Developer to the extent of Rs…… (Indian Rupees …….. only) as aforesaid at any time upto XX Months without any demur, reservation, contest, recourse or protest and/or without any reference to the Developer. Any such demand made by GOS on the Insurance Company shall be conclusive and binding notwithstanding any difference between GOS and the Developer or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of GOS and further agrees that the guarantees herein contained shall continue to be enforceable till GOS discharges this guarantee or till XX Months whichever is earlier.

GOS shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the Developer. GOS 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 Developer, 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 GOS and the Developer or any other course or remedy or security available to GOS. The Insurance Company shall not be released of its obligations under these presents by any exercise by GOS 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 GOS or any other indulgence shown by GOS or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the .....(Name of Insurance Company), utilizing the credit limit of M/s. …… as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI) and also agrees that GOS at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee GOS may have in relation to the Developer's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed Rs. …….. (Indian Rupees …….. only).
ii) This Insurance Surety Bond shall be valid upto XX Months.
iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if GOS serves upon Surety a written claim or demand on or before XX Months.

Dated this ……. day of ……., 20XX at .....

WITNESS

.....

(Signature).....
(Name)

(Signature) .....
(Name)
....
(Official Address)
(Designation with Stamp of
Insurance Company)/with staff Authority no.
Complete Address of the Insurance Company with Telephone No. and e-Mail Id.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Mobilization Advance Bond - Power Grid Corporation of India Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Surety Bond Form for Advance Payment
(To be stamped in accordance with Stamp Act of India)

(For the purpose of verification/confirmation of this Insurance Surety Bond by the Purchaser, the Insurer shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Insurer forwarding the Insurance Surety Bond.)

Insurance Surety Bond No.: .....
Date: .....

NOA/Contract No……
Name of Contract: …… Specification No.: ……

To:
Power Grid Corporation of India Limited
……..

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") …….. Specification No.: …….. vide notification of award/Contract Order issued on ..... (*insert date of the notification of award/ Contract Order)* by you to …….. , having its Principal place of business at …….. and Registered Office at …….. ("the Supplier") concerning …….. for the complete execution of the ……..

Whereas, in accordance with the terms of the said Contract, the Purchaser has agreed to pay or cause to be paid to the Supplier an interest bearing Advance Payment against furnishing of an irrevocable Insurance Surety Bond for an amount of Rs. …….. (*Rupees……Only*) which is equal to XXX% (…….. percent) of the amount of Advance.

By this letter we, the undersigned, ……*(insert name & address of the issuing Insurer)* ……, an Insurer (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at ……*(insert address of registered office of the Insurer)*..... do hereby irrevocably guarantee repayment of Rs. …….. *(Rupees …….. Only)* upon the first demand of the Purchaser without cavil or argument in the event that the Supplier fails to commence or fulfill its obligations under the terms of the said Contract for reasons whatsoever.

Provided always that the Insurer's obligation shall be limited to the amount of this Insurance Surety Bond or an amount equal to the outstanding balance of the Advance Payment and the accrued interest on the Advance Payment, taking into account such amounts, which have been repaid by the Supplier from time to time in accordance with the terms of payment of the said Contract, as certified by you.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

This Bond shall remain in full force from the date upon which the said Advance Payment is received by the Supplier up to …….. (XX) days beyond the date on which the entire Advance Payment along with the accrued interest if any due thereon has been fully adjusted in terms of the Contract i.e., up to …….. (XX) days beyond the completion of delivery of the Goods under the Contract. This Bond may be extended from time to time, as may be desired by …….. on whose behalf this Bond has been issued.

Any claims to be made under this Bond must be received by the Insurer during its period of validity, i.e. upto …….. (XX) days beyond the completion of delivery of the Goods i.e. upto and inclusive of …….. *(dd/mm/yy)*.

Notwithstanding anything contained herein:

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

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

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

email _____

Common Seal of the Insurer _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Purchaser/Insurer issuing the Insurance Surety Bond.

2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.

3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

4. The Purchaser shall be the Creditor, the Supplier 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.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond – Public Works Department

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond for Earnest Money Deposit

SURETY BOND NO. :
SURETY BOND AMOUNT :
ISSUE DATE :
EXPIRY DATE :

1. Whereas the **……..** on behalf of the President of India (hereafter called "The Government") has invited bids under NIT number **……..** for **……..** (name of work). The Government has further agreed to accept irrevocable **Surety Bond** for **Rs. …….. (Rupees …….. Only)** valid upto..... (date) as **Earnest Money Deposit** from **M/s ……..** and having its registered office at **……..** (name and address of contractor) (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

2. We the **Surety Insurer** (herein after referred to as "the **Surety Insurer** "), hereby undertake to pay to the Government an amount not exceeding **Rs. …….. (Rupees …….. Only)** on demand by the Government within XX days of the demand.

3. We **Surety Insurer** do here by undertake to pay the amount due and payable under this **Surety Bond** without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the **Surety Insurer** shall be conclusive as regards the amount due and payable by the **Surety Insurer** under this **Surety Bond**. However, our liability under this **Surety Bond** shall be restricted to an amount not exceeding **Rs. …….. (Rupees …….. Only)**

4. We the **Surety Insurer**, further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this **Surety Bond** being absolute and unequivocal. The payment so made by us under this **Surety Bond** shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. We the **Surety Insurer**, further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any

such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We the **Surety Insurer**, further agree that the Government at its option shall be entitled to enforce this **Surety Bond** against the **Surety Insurer** as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other **Surety Bond** the Government may have in relation to the Contractor's liabilities.

7. This **Surety Bond** will not be discharged due to the change in the constitution of the **Surety Insurer** or the Contractor.

8. We the **Surety Insurer**, undertake not to revoke this **Surety Bond** except with the consent of the Government in writing.

9. This **Surety Bond** shall be valid up to ..... unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this **Surety Bond** is restricted to **Rs. …… (Rupees …… Only)** and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this **Surety Bond**, all our liabilities. under this **Surety Bond** shall stand discharged.

Date
Witnesses:

1. Signature……..
Name and address

2. Signature……..
Name and address

Authorized signatory
Name
Designation
Staff code no.
seal

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond 2 – Public Works Department

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

FORM OF SURETY BOND
[Performance Security]

To,
…… P.W. D
……

A. WHEREAS **M/s. ……..** [name and address of Contractor] (hereinafter called the "Contractor") and ……, P.W. D……, (hereinafter called the "Authority") have entered into an agreement (hereinafter called the "Agreement") for **……** (the "EPC") basis, subject to and in accordance with the provisions of the Agreement.

B. The Agreement requires the Contractor to furnish an (Performance Security) for due and faithful performance of its obligations, under and in accordance with the Agreement, during the (Construction Period/ Defects Liability Period and Maintenance Period) (as defined in the Agreement) in a sum of **Rs. ……... (Rupees …….. only)** (the "Surety Bond amount").

C. We,.....through our branch at ..... (the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security.

NOW, THEREFORE, the **Surety Insurer** hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The **Surety Insurer** herby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the (Construction Period/Defects Liability Period and Maintenance Period under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the **Surety Bond** Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of **……..,** that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the **Surety Insurer**. The **Surety Insurer** further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the **Surety Insurer**, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this **Surety Bond,** the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the **Surety Insurer** under this **Surety Bond.**

4. It shall not be necessary, and the **Surety Insurer** hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the **Surety Insurer** its demand under this **Surety Bond.**

5. The Authority shall have the liberty, without affecting in any manner the liability of the **Surety Insurer** under this **Surety Bond,** to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the **Surety Insurer** shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the **Surety Insurer** from its liability and obligation under this **Surety Bond** and the Surety Insurer hereby waives all of its rights under any such law.

6. This **Surety Bond** is in addition to and not in substitution of any other **Surety Bond** or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the **Surety Insurer** under this Surety Bond is restricted to the **Surety Bond** Amount and this **Surety Bond** will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this **Surety Bond** shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The **Surety Bond** shall cease to be in force and effect on (**…….) /** Unless a demand or claim under this **Surety Bond** is made in writing before expiry of the **Surety Bond,** the **Surety Insurer** shall be discharged from its liabilities hereunder.

9. The Surety Insurer undertakes not to revoke this **Surety Bond** during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this **Surety Bond** and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the **Surety Insurer** at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

11. This **Surety Bond** shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement

12. This Surety Bond shall also be operatable at our Branch **at ……..,** from whom, confirmation regarding the issue of this Surety Bond or extension / renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

13. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and sealed this XX th day of …… 20XX at ……..

(insert date atleast XX (…….) years from the date of issuance of this Surety Bond (in accordance with Clause 7.2 of the Agreement). The Contractors can submit the Surety Bond for periods of …….. years at one time and keep on renewing the same till the DLP is over if they have problems in getting the Surety Bond in one go for the entire DLP.

SIGNED, SEALED AND DELIVERED

For and on behalf of the insurance company by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Punjab State Power Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SCHEDULE 1C: INSURANCE SURETY BOND
(To be stamped in accordance with stamp act of India)

Insurance Surety Bond No.:
Date:

To
Punjab State Power Corporation Limited.
……..

Dear Sir,

In consideration of Punjab State Power Corporation Limited (which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Insert name of BESSD]..... with its Registered/Head Office at..... (Hereinafter referred to as the 'Battery Energy Storage System Developer' or 'BESSD', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), the project of capacity of …….MW/……. MWh for procurement of capacity there from, in response to the RfS dated…… issued by Punjab State Power Corporation Limited (hereinafter referred to as PSPCL) by issuing Letter of Award No. ……dated…… and the same having been unequivocally accepted by the BESSD, resulting into a Battery Energy Storage Purchase Agreement (BESPA) to be entered, procurement of capacity [from BESSD or a Project Company, M/s ……. {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable] and the BESSD having agreed to provide a Performance Guarantee of the amount up to and not exceeding Indian Rupees ……..[Total Value] only.

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 Punjab State Power Corporation Limited (PSPCL), on demand any and all amount payable by the BESSD to the extent of amount up to and not exceeding Indian Rupees _____ [Total Value] as aforesaid at any time up to ..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the BESSD. Any such demand made by PSPCL on the Insurer shall be conclusive and binding notwithstanding any difference between the PSPCL and the BESSD 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 PSPCL and further agrees that the guarantee herein contained shall be enforceable till PSPCL discharges this guarantee.

PSPCL 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 performance of the Contract by the BESSD 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, PSPCL 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 BESSD, 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 BESPA between PSPCL and BESSD or any other course or remedy or security available to PSPCL. The Insurer shall not be released of its obligations under these presents by any exercise by PSPCL of its liberty with reference to the 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 PSPCL or any other indulgence shown by PSPCL or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer. The Insurer also agrees and undertakes that PSPCL at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the BESSD and notwithstanding any security or other guarantee that PSPCL may have in relation to the BESSD's liabilities.

The Insurer hereby agrees and acknowledges that the PSPCL shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by PSPCL, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to PSPCL.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [Insert name of the BESSD] and/or any other person. The Insurer shall not require PSPCL to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against PSPCL in respect of any payment made hereunder.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

The Insurer acknowledges that this Insurance Surety Bond is not personal to PSPCL and may be assigned, in whole or in part, (whether absolutely or by way of security) by PSPCL to any entity to whom PSPCL is entitled to assign its rights and obligations under the RfS.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to INR …….. (Indian Rupees …… only) and it shall remain in force up to and including ..... [Insert a date which is at least of the validity period on the basis of Clause No. 19 of this RfS]and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....[BESSD's Name] on whose behalf this Insurance Surety Bond has been given. PSPCL shall be entitled to invoke this Surety Bond till _____ [Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 19 of this RfS].

Dated this ..... day of ..... 20..... at.....
.....
(Signature)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

.....
(Name)
.....
(Designation with Insurer stamp)

Email id of the Branch for confirmation of this Bond: …….
Authorized Vide Power of Attorney No.....
Date.....

WITNESS :
1..... (Signature)
..... (Name)
..... (Official Address)
2. ..... (Signature)
..... (Name)
..... (Official Address)

Notes :
1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

2. PSPCL shall be the Creditor, the BESSD 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.

3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of BESSD/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – Railtel Corporation of India limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond for Performance Security

Railtel Corporation of India limited

(Address)

Date: ……

Name of the issuer of surety bond

Surety Bond No: …….. Issue Date:……..

Amount of Bond: …….. Expiry Date:……

WHEREAS:

(A) ---------- (name and address of contractor) (herein after called the contractor) and (name and address of RCIL) have entered into an agreement (herein after called the "agreement") for the ---------- (name of work) subject to and in accordance with the provision of the agreement.

(B) The agreement requires the contractor to furnish a Performance Security for due and faithful performance of its obligation, under and in accordance with the agreement/ contract/ Purchase order, during the (project duration/ warranty period/ AMC period) (as defined in the contract/ agreement) in as sum of Rs.----------) (Rupees ---------- crore only) (The SURETY BOND Amount).

(C) We, ---------- through our branch at----------(surety Insurer) have agreed to furnish the guarantee (herein after called the surety Bond) by way of Performance Guarantee.

WHEREAS, we……, (Name of insurance company) hereinafter called the Surety, acting through [Designation(s) of the authorised person of the Surety), have, at the request of the M/s. XXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [Insert name(s) of authorized representatives of the Surety), being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX (Rupees XXXX Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the RailTel any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the RailTel on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the contractor or Bank.

3. On payment of any amount less than aforementioned full amount, as per demand of the RailTel, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the RailTel.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by RailTel without any reference to the contractor and without the RailTel being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the RailTel and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [insert date of issue). The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the RailTel or the Bond is released by RailTel before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the RailTel before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and RailTel hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the RailTel. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the RailTel shall be the sole judge to decide as to whether the contractor is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFP Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the RailTel and the contractor or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addi□on to and without prejudice to any other security Bond(s) of the contractor in favour of the RailTel available with the RailTel. The Surety, under this Bond, shall be deemed as Principal Debtor of the RailTel.

Notwithstanding anything to the contrary contained in these presents,

a. Our liability under this Surety Bond shall not exceed XXXX (Rupees XXXXX Only).
b. This Surety Bond shall be valid up to XXXX (being the date of expiry);
c. Unless the Insurance Company is served a written claim or demand on or before XXXX (date of expiry) all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Dated the day of 2024

15. The Insurance Surety Bond shall be verified by sending mail to …….

Place…….

Insurer's Seal and authorized signature(s)
[Name in Block letters]
……..
[Designation with Code No.)……
[P/Attorney] No.

Witness
1.
2.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Rajasthan Solar Park Development Company Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

FORMAT-6.3C - FORMAT OF INSURANCE SURETY BOND
TOWARDS EMD
(To be stamped in accordance with stamp act of India)

Insurance Surety Bond No.:
Date:

To,
Rajasthan Solar Park Development Company Limited
(Government of Rajasthan Undertaking)
……..
……

Dear Sir,

In accordance with your RfS No. **……** dated **……** M/s **……** having its Registered/Head Office at **……** (hereinafter referred to as 'Bidder(s)') wish to participate in the said bid for …… [Insert name of the RfS].

As an irrevocable Insurance Surety Bond against Bid Security for an amount of **Rs……** (**Rupees …… Only.**)[Insert amount not less than that derived in line with Clause 14 of the RfS] valid for **……**[insert date of validity in accordance with Clause 14 of the RfS] required to be submitted by the Bidder(s) as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bid Documents.

We, the_____ . [Insert name of the 'Insurer'] having our Head Office at_____ [Insert address of the Insurer] guarantee and undertake to pay immediately on demand by Rajasthan Solar Park Development Company Limited (hereinafter referred to as RSDCL') the amount of **Rs……** (**Rupees …… Only.**) [Insert amount not less than that derived in line with Clause 14 of the RfS] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Bidder(s). Any such demand made by RSDCL shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder(s) and/or any right/remedy available to the Bidder(s) in terms thereof.

This Insurance Surety Bond shall be unequivocal, unconditional as well as irrevocable and shall remain valid upto. **……** [insert date of validity in accordance with Clause 14 of the RfS]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from M/s **……** [Insert name of the Bidder(s)] on whose behalf this Insurance Surety Bond is issued.

The Insurer hereby agrees and acknowledges that the RSDCL shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit. The Insurer hereby expressly agrees that

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

it shall not require any proof in addition to the written demand by RSDCL, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to RSDCL.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by …… _[Insert name of the Bidder(s)] and/ or any other person. The Insurer shall not require RSDCL to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against RSDCL in respect of any payment made hereunder. RSDCL shall be entitled to invoke this bond till …… [Insert a date which is at least XX (……) days beyond the expiry of the validation period on the basis of Clause 14 of the RfS]

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

This Insurance Surety Bond shall be a primary obligation of the Insurer and accordingly RSDCL shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral proceedings against the Bidder(s), to make any claim against or any demand on the Bidder(s) or to give any notice to the Bidder(s) or to enforce any security held by RSDCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder(s).

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this _____day of _____20 _____at _____

_____
(Signature)

_____
(Name)

(Designation with Insurer Stamp)

Power of Attorney No.....

Date.....

Email id of the Branch for confirmation of this Bond: _____

NOTE:

1. The Insurance Surety Bond shall be from an Insurer as per guideline(s) issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

2. RSDCL shall be the Creditor, the Bidder(s) 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.
3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e stamp paper shall be purchased in the name of Bidder(s)/Insurer issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Rajasthan State Highways Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

FORM OF INSURANCE SURETY BOND

for Bid Security

S.B. No. Dated:

1. In consideration of you, Rajasthan State Highways Authority, having its office at ……., (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ……..and having its registered office at ……(and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the (hereinafter referred to as "the Project") pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft concession/contract agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Surety Insurer) having our registered office at..... and one of its branches at..... (hereinafter referred to as the "Surety Insurer "), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs…… (Rupees ……. only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs……. (Rupees ……. only).

4. This Surety Bond shall be irrevocable and remain in full force for a period of XXX (……..) days from the Bid Due Date inclusive of a claim period of XX (……..) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the

Bidding Documents including, Inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs…… (Rupees …….. only)The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety insurer in accordance with paragraph 9 hereof, on or before [*** (indicate date falling XXX days after the Bid Due Date)].

14. This Surety Bond shall also be operatable at our ……., branch at……., from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and Delivered by ……..Company

By the hand of Mr./Ms.....its... and authorised official

(Signature of the Authorised Signatory)

(Official Seal)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Rajasthan State Highways Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

APPENDIX- X

(See Clauses 2.21)

FORM OF INSURANCE SURETY BOND

[Performance Security/Additional Performance Security]

To

…….. RSHA

……

WHEREAS_____[name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No. _____Dated_____for …… (hereinafter called the "Contract").

AND WHEREAS the Contract requires the Contractor to furnish an (Performance Security/Additional Performance Security) for due and faithful performance of its obligations, under and in accordance with the Contract, during the (Construction Period/ Defects Liability Period and Maintenance Period) in a sum of Rs.....cr. (Rupees…… crore) (the "Surety Bond amount").

AND WHEREAS we,…….through our branch at …….. (the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer herby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the (Construction Period/ Defects Liability Period and Maintenance Period under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of……., RSHA, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer,

whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

7. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Surety Bond shall cease to be in force and effect on ****16 Unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer & the Authority that the envelope was so posted shall be conclusive.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

12. This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

13. This Surety Bond shall also be operatable at our ……., branch at……., from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

14. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and sealed this……..Day of……..,23……at……

SIGNED, SEALED AND DELIVERED

For and on behalf of the bank by:

(Signature)
(Name)
(Designation)
(Code Number)

16 insert date atleast XX (……) years from the date of issuance of this Surety Bond (in accordance with Clause 2.21 of the RFP). The Contractors can submit the Surety Bond for periods of …….. years at one time and keep on renewing the same till the DLP is over if they have problems in getting the Surety Bond in one go for the entire DLP.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - REC Power Development and Consultancy Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Annex-3
ANNEXURE 15A to the RfP
SCHEDULE 8A of TSA
(ISB for CPG)

FORMAT FOR SURETY INSURANCE CONTRACT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.

Foreign entities submitting Bids are required to follow the applicable law of India)

In consideration of the ..... [Insert name of the SPV or Selected Bidder on behalf of SPV or Lead Member in case of the Consortium, with address] (hereinafter referred to as the 'Principal Debtor' for the purposes of this Surety Insurance Contract as provided in Section 126 of the Indian Contract Act, 1872) having been selected to undertake the Transmission Project on the terms and conditions contained in the Transmission Service Agreement dated ...../ to be executed as per the Model Transmission Service Agreement provided along with the Request for Proposal ('RFP') and other RFP Project Documents, subject to the condition of providing a Surety Insurance Contract guaranteeing/insuring the due performance of the obligations under the Transmission Service Agreement, to the ..... [herein after referred to as the Nodal Agency], the [Insert name and address of the Insurance Company issuing the Surety Insurance Contract and address of the head office] (hereinafter referred to as "Surety") hereby agrees unequivocally, irrevocably, absolutely and unconditionally, without demur, to pay to the Nodal Agency at _ _ _ _ _ [Insert Place and Address of the Nodal Agency indicated in Transmission Service Agreement, or to the designated Bank Account of the Nodal Agency, namely.....] forthwith on demand in writing from the Nodal Agency, or any Officer authorized by it in this behalf, intimated to the Surety at the address mentioned above, any amount as may be decided by the Nodal Agency not exceeding Rupees .....Crores (Rs.....) only [Insert the amount of the Surety Insurance Contract]

The Surety hereby acknowledges, accepts and confirms that the Surety has received from the Principal Debtor, by way of premium the entire consideration for the Surety to execute, in favour of the Nodal Agency, this Surety Insurance Contract, as extended by the Surety from time to time and assuming the obligation to pay to the Nodal Agency the amount in terms hereof, without any requirement for payment of any other consideration to the Surety by the Principal Debtor, or otherwise.

This Surety Insurance Contract shall be valid and binding on the Surety, as the principal obligation of the Surety to pay on demand by the Nodal Agency, and shall not be terminable by notice or any change in the constitution of the Surety or the term of the Transmission Service Agreement or by any other reasons whatsoever and the liability hereunder of the Surety shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed (with or without the knowledge or consent of the Surety) by or between the Principal Debtor and the Nodal Agency.

The liability of the Surety under this Surety Insurance Contract is restricted to Rupees ..... Crores (Rs.....) only. The Surety Insurance Contract shall remain in force until [Insert the date of validity of the Surety Insurance Contract]. The Nodal Agency shall be entitled to invoke this Surety Insurance Contract up to ..... (XXX) days after the last date of the validity of this Surety Insurance Contract.

The Surety hereby expressly agrees that it shall not require any proof except for the written demand from the Nodal Agency, containing the statement that the contractor has failed to meet its contractual obligations raised at the above mentioned address of the Surety (address of Surety office should be a place in NCR only) and the Surety shall pay the amount without reference to the Principal Debtor.

Any such demand made by the Nodal Agency on the Surety shall be conclusive and binding not withstanding any difference between the Nodal Agency and the Principal Debtor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Nodal Agency and further agrees that the Surety Insurance Contract herein contained shall continue to be enforceable till the Nodal Agency discharges this contract or till the expiry of tenor (including Claim period) whichever is earlier.

The Surety shall make payment hereunder within ..... (XX) working days on first demand without restriction or conditions and notwithstanding any objection by the Principal Debtor, namely, ... [Insert name of SPV], or..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person. The Surety shall not require the Nodal Agency to justify the invocation of this Surety Insurance Contract, nor shall the Surety have any recourse against the Nodal Agency in respect of any payment made hereunder.

This SURETY INSURANCE CONTRACT shall be interpreted in accordance with the laws of India.

This SURETY INSURANCE CONTRACT is being executed by the Surety in terms of the IRDAI (Surety Insurance Contract) Guidelines, 2022 and the Surety hereby acknowledges, accepts and confirms that this Surety Insurance Contract shall be a Contract of Guarantee as provided under Section 126 of the Indian Contract Act, 1872 and further shall be covered by Section 14(3)(b) of the Insolvency and Bankruptcy Code, 2016 (as amended) shall be enforceable as such.

The Surety represents that this Surety Insurance Contract has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Surety in the manner provided herein.

This SURETY INSURANCE CONTRACT shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Surety.
In order to give effect to this surety Bond, the Nodal Agency shall be entitled to act as if the surety insurer were the principal debtor and any change in the constitution of the contractor and/or the surety insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the surety insurer under this surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

This SURETY INSURANCE CONTRACT shall be a primary obligation of the Surety as a Principal to pay on demand by the Nodal Agency and the Nodal Agency shall not be obliged before enforcing this Surety Insurance Contract to take any action in any court or arbitral proceedings against the Principal Debtor, namely, …… [Insert name of SPV], or … …[Insert name of the Selected Bidder], or.....[Insert name of the TSP] and/or any other person, as the case may be, to make any claim against or any demand on the Principal Debtor, namely, ... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or..... [Insert name of the TSP] and/or any other person, as the case may be, or to give any notice to Principal Debtor, namely..... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be, or to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the Principal Debtor, namely, ... [Insert name of SPV], or ..... [Insert name of the Selected Bidder], or ..... [Insert name of the TSP] and/or any other person, as the case may be.

The Surety acknowledges that this Surety Insurance Contract is not personal to the Nodal Agency and may be assigned, in whole or in part, (whether absolutely or by way of security) by Nodal Agency to any entity to whom the Nodal Agency is entitled to assign its rights and obligations under the Transmission Service Agreement Provided that any such assignment shall be in compliance with the relevant provisions of the Insurance Act 1938

The Surety hereby agrees and acknowledges that the Nodal Agency shall have a right to invoke this Surety Insurance Contract either in part or in full, as it may deem fit. In case of invocation of this Surety Insurance Contract in part, besides making payment for the part of Surety Insurance Contract invoked, surety at the request of nodal agency shall amend the value of Surety Insurance Contract to the extent of balance amount.

The Surety undertakes not to revoke this Surety Contract during its currency, except with the previous express consent of the Nodal Agency in writing and declares and warrants that it has the power to issue this Surety Contract and the undersigned has full powers to do so on behalf of the Surety

In witness where of:
Signature.....
Name: .....
Power of attorney No/ Employee No. as applicable.: ……

For:
. ..... [Insert Name of the Surety-Insurance Company]
Insurer's Seal and Full Address, including mailing address of the Head Office

Notes:
1. The Stamp Paper should be in the name of the Executing Insurance Company.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - RITES Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

FORM OF SURETY BOND

[PERFORMANCE SECURY / ADDIONAL PERFORMANCE SECURITY]

From

Name & Address of the Insurance Company

Surety Bond No: ……

Start (Issue) Date: ……

Amount of Bond: ……..

Expiry Date: ……..

Claim Filling expiry: ……..

To

……..

RITES LTD,

……

WHEREAS, In consideration of the Employer M/s. RITES LIMITED having agreed under the terms and condition of contract made vide this letter of Acceptance (LOA) No.- ……, Dated:…….. has accepted the bid of M/S …… having its office at ……, (hereafter called the `Contractor') for the work of E-Open Tender No:……., dated: …… (Tender ID: ……) for the work of …….. .

AND WHEREAS the Contract requires the Contractor to furnish (Performance Security / Additional Performance Security) for due and faithful performance of its obligations, under and in accordance with the Contract, during the (Construction Period/Defects Liability Period and Maintenance Period) in a sum of Rs. ……. (Rupees …….. only) (the "Surety Bond amount").

AND WHERE AS we,……. (Insurance Company Name) through our Head office/branch at (Address) ……. (herein after referred to as the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer herby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the (Construction Period/Defects Liability Period and Maintenance Period under and in accordance with the Contract, and agrees and undertakes to pay to the Employer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Surety Bond Amount as the Employer shall claim, without the Employer being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Employer, under the hand of an officer not below the rank of ……., RITES LTD, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the RITES LTD, shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Employer and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Employer or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Surety Bond, the Employer shall be entitled to act as if the Surety Insurer were the principal debtor and any/ Change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Employer shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, he terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Employer, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Employer in respect of or relating to the Contractor for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

7. Notwithstanding anything contained herein before, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a Demand or claim in writing is made by the Employer on the Surety Insurer under this Surety Bond all rights of the Employer under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

8. The Surety Bond shall cease to be in force and effect on ……. Unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

9. The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Employer in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post , it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer & the Employer that the envelope was so posted shall be conclusive.

11. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Employer pursuant to the provisions of the Contract.

12. This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed and sealed this……..Day……..,26……at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Surety Insurer by:

(Signature)

(Name) (Designation)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond 2 - SJVN Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Insurance Surety Bond No.:
Date:

To,
SJVN Limited
……..

Dear Sir,
In consideration of …….. (hereinafter referred to as SJVN, 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 …… (Here in after referred to as the 'Solar Power Developer' or 'SPD', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), the project of capacity of **…….** for supply of power there from on long term basis, in response to the RfS dated **……** issued by SJVN by issuing Letter of Award No. **…….. dated …….** and the same having been unequivocally accepted by the SPD, resulting into a Power Purchase Agreement (PPA) to be entered, for purchase of Power from selected Solar Power Developer or a Project Company, **M/s ……** {a Special Purpose Vehicle (SPV) formed for this purpose} and the SPD having agreed to provide a Performance Guarantee of the amount up to and not exceeding INR **…….** (Indian Rupees **……. only**)

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 SJVN unequivocally, irrevocably and unconditionally, on demand any and all amount to the extent of amount up to and not exceeding Indian Rupees INR **……** (Indian Rupees **……. only**) on behalf of **M/s ……** at any time up to **……** without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the SPD. Any such demand made by SJVN on the Insurer shall be conclusive and binding notwithstanding any difference between the SJVN and the SPD 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 SJVN and further agrees that the guarantee herein contained shall be enforceable till SJVN discharges this guarantee.

SJVN 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 performance of the Contract by the SPD 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, SJVN 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 SPD, 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 Power Purchase Agreement between SJVN and SPD or any other course or remedy or security available to SJVN. The Insurer shall not be released of its obligations under these presents by any exercise by SJVN of its liberty with reference to the 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 SJVN

or any other indulgence shown by SJVN or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

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

The Insurer hereby agrees and acknowledges that the SJVN shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by SJVN, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to SJVN.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by **M/s ……..** and/ or any other person. The Insurer shall not require SJVN to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SJVN in respect of any payment made hereunder.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

The Insurer acknowledges that this Insurance Surety Bond is not personal to SJVN and may be assigned, in whole or in part, (whether absolutely or by way of security) by SJVN to any entity to whom SJVN is entitled to assign its rights and obligations under the RfS.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to INR **…….** (Indian Rupees **…….. only**) 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 ……** on whose behalf this Insurance Surety Bond has been given.

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

Signature)
.....
(Name)
.....
(Designation with Insurer stamp)
Email id of the Branch for confirmation of this Bond: …….

Authorized Vide Power of Attorney No.....
Date.....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

WITNESS :
1.
.....
(Signature)
.....
(Name)
.....
(Official Address)
2.
.....
(Signature)
.....
(Name)
.....
(Official Address)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Telangana Trade Promotion Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

FORM OF BID SECURITY (Insurance Surety Bond)
(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....
Date …….

Name of Contract: …….

To:
Telangana Trade Promotion Corporation Limited (TGTPC)
(Govt of Telangana Undertaking)
……
……..

WHEREAS , …….. (hereinafter called "the Bidder") has submitted its Bid dated …… for the performance of the above named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We …… (hereinafter called "the Surety"), are bound unto Telangana Trade Promotion Corporation Limited (hereinafter called "the Employer") for the sum of Rs …….. (Rupees ……. only) for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices.

2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.

(a) fails or refuses to sign the Contract Agreement when required, or

(b) fails or refuses to submit the performance security in accordance with the Tender Documents.

c. This Surety Bond shall be irrevocable and remain in full force for a period of XXX (……..) days from the Bid Due Date …… inclusive of a claim period of XX (……) days.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by ……..as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date XXX days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of ICICI Lombard General Insurance Company Ltd.
in the capacity of xxxxx

Common Seal of the Insurance Company with complete address including Tel. Nos./eMail Id. Staff Authority No. of the officer of the Insurance Company/Signatory

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Tripura State Electricity Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Form 3C

Surety Bond for BID Security

Dated: ……..

1. In consideration of you, **Tripura State Electricity Corporation Limited (TSECL)** (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of **M/s ……** (a company registered under Companies Act, 1956/2013) and having its registered office at **……..** ~~(~~and acting on behalf of its Consortium~~)~~ (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the **……..** (hereinafter referred to as "the Project") pursuant to the RFP Document dated **……** issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we**……** (Name of the Surety Insurer") having our registered office at …… and one of its branches at …….. (hereinafter referred to as the "Surety Insurer"), at the request of the Bidder, do hereby in terms of Clause 1.2.10 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs. …….. (Rupees …… Only)** (hereinafter referred to as the "Surety Bond")") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding **Rs. …….. (Rupees …… Only)** This Surety Bond shall be irrevocable and remain in full force for a period of XXX (……) days from the BID Due Date inclusive of a claim period of XX (……) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

4. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

5. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

6. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Surety Insurer and sent by courier or by certified email to the Surety Insurer at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name Surety Insurer along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

10. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

11. The Bank Surety Insurer that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

12. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to **Rs. …….. (Rupees …….. Only)** The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before …….. (indicate date falling XXX days after the BID Due Date)].

13. This Surety Bond shall also be operatable at our…….. Branch at ……., from whom, confirmation regarding the issue of this Surety Bond or extension / renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

14. The Insurance Surety Bond shall be verified from the branch concerned/ specific portal created for this purpose.

Signed and sealed this ……. day of ……., 20…… at …….. SIGNED, SEALED AND DELIVERED
For and on behalf of the Bank by:
(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

(i) The Surety Bond should contain the name, designation and code number of the officer(s) signing the Surety Bond.

(ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Uttarakhand Peyjal Nigam

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

To
……..
Uttarakhand Peyjal Nigam
……

WHEREAS …….. having its registered office at …… (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. …….. dated ……. and LOA letter No …… Dated ……. for the work of …… (Hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an insurance surety bond by a recognized Insurance company for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS We _____, a Company Incorporated Under The Companies Act, 1956 And Carrying On insurance businesses Under The Insurance Regulation Act, And Having Its Registered Office At ……. and branch office at **……** have agreed to give the Contractor such a surety bond.

NOW THEREFORE We _____, a Company Incorporated Under The Companies Act, 1956 And Carrying On Insurance Business Under The insurance Regulation Act, And Having Its Registered Office At …… and branch office at **……** (Hereinafter Referred as the "Insurance Company " which expression shall unless repugnant to context or meaning thereof, include its successors or assigns in business) hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs ……. (Rupees …….. only), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs ……. (Rupees …… only) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this surety bond, and we hereby waive notice of any such change, addition or modification.

This surety bond shall be valid until ……..

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Date .....

Witnesses:

1.Signature……

Name and address

2. Signature ……..

Name and address

Authorized signatory

Name

Designation

Staff code no.

Insurance Company

Address

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Uttarakhand Project Development and Construction Corporation Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

BID SECURITY TOWARDS INSURANCE SURETY BOND (EMD)

To,
……
UPDCC Ltd. ……

Request for Bids No: ……..
Date: ……
BID InSurety SURETY BOND No.: _____
Insurer name: _____

We have been informed that **……..**, having its registered office at ……., (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for **……..**, Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Insurer, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of **Rs…….. (Rupees ……Only)** upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or
(b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's Bidding document.

This surety bond will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, if required, the Environmental and Social (ES) Performance Security, issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; i.e. Expiry Date: ……

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this_____ day of_____ 20_____at _____

(Signature)

……

(Name)

……

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

(Designation with Insurer Stamp)
Authorised Vide Power of Attorney
No.....
Date.....

WITNESS:
1. .....(Signature)
.....(Name)
.....(Official Address)
2. .....(Signature)
.....(Name)
.....(Official Address

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Vadodara Gas Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s VADODARA GAS LIMITED _____	Insurance Surety Bond No.	
	Date of Insurance Surety Bond	
	Insurance Surety Bond Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the “Contractor/Supplier” which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____dated_____ for VADODARA GAS LIMITED having registered office at _____ (herein after called the “VADODARA GAS LIMITED” which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the CONTRACTOR/SUPPLIER shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Insurance Surety Bond executed by Insurer, undertaking full responsibility to indemnify VADODARA GAS LIMITED, in case of default.

The said M/s._____ (herein after called the “insurer” which expression shall wherever the context so require include its successors and assignees) has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee in form of Insurance Surety Bond to VADODARA GAS LIMITED that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to VADODARA GAS LIMITED we shall on first demand, pay without demur, contest, protest and/ or without any recourse to the contractor to VADODARA GAS LIMITED in such manner as VADODARA GAS LIMITED may direct, the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this Insurance Surety Bond, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s._____ and such postponement forbearance would not have the effect of releasing the insurer from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal

and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you to the Insurer shall be conclusive and binding. The Insurer shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the insurer.

4. The Insurance Surety Bond herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency without your previous consent and further agrees that the Insurance Surety Bond shall continue to be enforceable until it is discharged by VADODARA GAS LIMITED in writing. However, if for any reason, the Contractor/Supplier is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the insurer hereby agrees to further extend this Insurance Surety Bond at the instance of the Contractor/Supplier till such time as may be determined by VADODARA GAS LIMITED . If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this Insurance Surety Bond is issued.

6. Insurer also agrees that VADODARA GAS LIMITED at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer (as principal debtor) in the first instant, without proceeding against the Contractor/Supplier and notwithstanding any security or other guarantee that VADODARA GAS LIMITED may have in relation to the Contractor/Supplier's liabilities.

7. The amount under the Insurance Surety Bond is payable forthwith without any delay by Insurer upon the written demand raised by VADODARA GAS LIMITED. Any dispute arising out of or in relation to the said Insurance Surety Bond shall be subject to the exclusive jurisdiction of courts at _____.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor/Supplier up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor/Supplier to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this Insurance Surety Bond in your favour under our Memorandum and Articles of Association, and the undersigned has full power to sign and execute documents under the Power of Attorney, dated _____ granted to him by the Insurer.

10. Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .
b) This Insurance Surety Bond shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

11. The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of ……(indicate

date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of VADODARA GAS LIMITED under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name …….

Designation ……..

Yours faithfully,

_____
Insurer by its Constituted Attorney
Signature of a person duly
Authorized to sign on behalf of the Insurer

INSTRUCTIONS FOR FURNISHING "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

d) The Insurance Surety Bond by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing Insurer.

e) The Insurance Surety Bond by Bidders will be given from insurer as specified in cl.no. 16 of ITB [Section-III] of Tender Document.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond and all future communication relating to the Insurance Surety Bond shall be forwarded to Purchaser.

g) Supplier/Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Visvesvaraya Jala Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE

(Insurance Surety Bond No……)
Date.....

Name of the Contract: ……

To:
…….
VJNL
……..

Dear Sirs,

1. In consideration of …….., VJNL, …… a Government of Karnataka Enterprise, incorporated under the Companies Act, 2013, having its registered office at …… and one of its Executing Offices at ……. (hereinafter referred to as the 'VJNL' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assignees) having awarded to …… with its Registered 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 permitted assignees), a Contract by issue of Employer's Letter of Acceptance No. …… Dated:…….. and the same having been acknowledged by the Contractor, for Rs. …… [Rupees ……. only] for …….. and the Contractor having agreed to provide an unconditional and irrevocable Insurance Surety Bond of Rs. …….. (Rupees ……. only) for the faithful performance of the entire Contract equivalent to XX% of Rs. ……. of the said value of the aforesaid work under the Contract to the VJNL.

2. We …… , an Insurance Company registered under the laws of India having its Registered Office at …… and one of its branches at …… registered with Insurance Regulatory and Development Authority of India (IRDAI) (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing (through email or registered post or speed post or courier) to VJNL, any and all monies payable by the Contractor to the extent of Rs. …… (Rupees …… only) as aforesaid at any time upto …… (@) …… *[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 VJNL on the 'Surety' /Insurance Company shall be conclusive and binding notwithstanding any difference between the VJNL and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. The Surety undertakes herein contained shall be unconditional and irrevocable and shall continue to be enforceable until it is discharged by VJNL in writing. This guarantee (Insurance Surety) shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the 'Surety'.

3. The 'Surety' also agrees that VJNL at its option shall be entitled to enforce this Guarantee (Unconditional Insurance Surety Bond) against the Surety in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that VJNL may have in relation to the Contractor's liabilities.

4. The VJNL shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The VJNL 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 forbear to enforce any covenants, contained or implied, in the Contract between the VJNL and the Contractor or any other course or remedy or security available to the VJNL. The Insurance company shall not be released of its obligations under these presents by any exercise by the VJNL 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 VJNL or any other indulgence shown by the VJNL or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

5. The 'Surety' further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of VJNL under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till VJNL discharges this Insurance Surety Bond in writing, whichever is earlier.

6. This Insurance Surety Bond shall not be discharged by any change in our constitution, in the constitution of VJNL or that of the Contractor.

7. The 'Surety' confirms that this guarantee has been issued with observance of appropriate laws of the country of issue i.e., India.

8. The 'Surety' also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the Contract has been entered into.

9. The Surety declares that this Insurance Surety Bond is issued by the …… as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the VJNL at its option shall be entitled to enforce this Guarantee against the Surety as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the VJNL may have in relation to the Contractor's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed Rs. …… (Rupees …… only).

ii) This Insurance Surety Bond shall be valid up to ..... (@) ..... *[days/month/year]*

iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if VJNL serve upon Insurance Company a written claim or demand on or before ..... (@) ..... *[days/month/year]*

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

10. All Claims of VJNL (beneficiary) against this Insurance Surety Bond, shall be remitted by the …… to the following account of VJNL only through electronic transfer of funds, unless otherwise specifically communicated by VJNL:

1) Beneficiary Account Name:
2) Bank Name:
3) Bank Account Number:
4) IFSC Code:

11. Any claim under this Insurance Surety Bond must be received by us on or before..... (@) ..... *[days/month/year]* (Indicate date of expiry of claim period which includes minimum ..... period from the expiry of this Insurance Surety Bond). If no such claim has been received by us on or before the said date, the rights of VJNL under this Insurance Surety Bond will cease. However, if such a claim has been received by Surety on or before the said date, all the rights of VJNL under this Insurance Surety Bond shall be valid and shall not cease until Surety has satisfied that claim.

12. The Surety hereby agrees to waive rights of subrogation against VJNL and its respective directors, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above.

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

WITNESS

1. .....
(Signature)

.....
(Name)

Signed for and on behalf of the Insurance Company

.....
(Signature)

.....
(Name)

Note:

(i) *This Insurance Surety Bond/all further communications relating to the Insurance Surety Bond should be forwarded to …… (Insert the address of the tender inviting work centre) only*

INSTRUCTIONS FOR FURNISHING UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND TOWARDS PERFORMANCE GUARANTEE

1. The Unconditional Insurance Surety Bond shall be from an Indian Insurance Company (Surety) registered with Insurance Regulatory and Development Authority of India (IRDAI).

2. The Insurance Surety Bond by Indian Bidders will be given on non-judicial stamp paper /franking receipt as per stamp duty applicable where Surety is issuing the Insurance Surety Bond.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

The non-judicial stamp paper/franking receipt should be either in name of the Surety issuing the Insurance Surety Bond or the Contractor

3. Insurance Surety Bond can be submitted only if a bidder/contractor is required to submit Performance Security/ Security Deposit in Indian Currency only.

4. The expiry date as mentioned should be arrived at by adding ____days to the contract completion date (including defect liability period and maintenance period), unless otherwise specified in the bidding documents / NIT / Contract Agreement.

6. The expiry of claim period should be arrived at by adding …….. period from the date of expiry of the Insurance surety Bond.

7. A letter from the issuing Surety of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the VJNL at its address as well as email as mentioned in NIT/Tender document, should be attached with the Insurance Surety Bond.

8. Matter to be mentioned in covering letter to be submitted by vendor along with insurance surety bond

Insurance Surety Bond No.
Date of Execution of Insurance Surety Bond
Expiry date of Insurance Surety Bond
Expiry date of claim period of Insurance Surety
Contractor Name
Insurance Surety Bond Amount in INR
Tender No.
Nature of Insurance Surety Bond
Insurer / Surety details – Name, Address, email id, Phone No.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Retention Bond - Visvesvaraya Jala Nigam Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

(Insurance Surety Bond No.....)

Date.....

To:

…….

Visvesvaraya Jala Nigam Limited,

……

Dear Sirs,

1. In consideration of the Visvesvaraya Jala Nigam Ltd., a Government of Karnataka Enterprise, incorporated under the Companies Act, 2013, having its registered office at ……. and one of its Executing Offices at ……., (hereinafter referred to as the 'VJNL' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assignees) having awarded to ……. 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 permitted assignees), a Contract by issue of Employer's Letter of Acceptance No. ……., dated …… and the same having been acknowledged by the Contractor, for Rs ……. (Rupees……only) for …….. and the Contractor having agreed to provide an unconditional and irrevocable Insurance Surety Bond of Indian Rupees ……. (Rupees …… only) towards Security Deposit for faithful performance of the entire Contract equivalent to XX% of the said value of the aforesaid work under the Contract to the VJNL.

2. We .....[Name & Address of the Insurance Company] ..... , registered under the laws of India having its Head Office/Registered Office at ..... and registered with Insurance Regulatory and Development Authority of India (IRDAI) (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing (through email or registered post or speed post or courier) to VJNL, any and all monies payable by the Contractor to the extent of Rupees ……. (Rupees …… only) as aforesaid at any time upto ……. [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the performance to the Contractor. Any such demand made by the VJNL on the 'Surety' /Insurance Company shall be conclusive and binding notwithstanding any difference between the VJNL and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. The Surety undertakes herein contained shall be unconditional and irrevocable and shall continue to be enforceable until it is discharged by VJNL in writing. This guarantee (Insurance Surety) shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the 'Surety'.

3. The 'Surety' also agrees that VJNL at its option shall be entitled to enforce this Guarantee (Unconditional Insurance Surety Bond) against the Surety in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that VJNL may have in relation to the Contractor's liabilities.

4. The VJNL shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The VJNL 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 forbear to enforce any covenants, contained or implied, in the Contract between the VJNL and the Contractor or any other course or remedy or security available to the VJNL. The Insurance company shall not be released of its obligations under these presents by any exercise by the VJNL 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 VJNL or any other indulgence shown by the VJNL or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

5. The 'Surety' further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of VJNL under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till VJNL discharges this Insurance Surety Bond in writing, whichever is earlier.

6. This Insurance Surety Bond shall not be discharged by any change in our constitution, in the constitution of VJNL or that of the Contractor.

7. The 'Surety' confirms that this guarantee has been issued with observance of appropriate laws of the country of issue i.e., India.

8. The 'Surety' also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the Contract has been entered into.

9. The Surety declares that this Insurance Surety Bond is issued by the .....(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the VJNL at its option shall be entitled to enforce this Guarantee against the Surety as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the VJNL may have in relation to the Contractor's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed Rupees ..... (Rupees ..... only)

ii) This Insurance Surety Bond shall be valid up to .....

iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if VJNL serve upon Insurance Company a written claim or demand on or before .....@.....

10. All Claims of VJNL (beneficiary) against this Insurance Surety Bond, shall be remitted by the .....(Surety's name to be inserted) to the following account of VJNL only through electronic transfer of funds, unless otherwise specifically communicated by VJNL:

1) Beneficiary Account Name:

2) Bank Name:

3) Bank Account Number:

4) IFSC Code:

11. Any claim under this Insurance Surety Bond must be received by us on or before _____ (Indicate date of expiry of claim period which includes minimum ..... period from the expiry of this Insurance Surety Bond). If no such claim has been received by us on or before the said date, the rights of VJNL under this Insurance Surety Bond will cease. However, if such a claim has been received by Surety on or before the said date, all the rights of VJNL under this Insurance Surety Bond shall be valid and shall not cease until Surety has satisfied that claim.

12. The Surety hereby agrees to waive rights of subrogation against VJNL and its respective directors, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above.

Dated this .....day of .....

20..... at.....

Signed for and on behalf of the Insurance Company

WITNESS

1.

(Signature)..... (Signature) .....

(Name) ..... (Name) .....

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond 2 - VOC Port Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

FORMAT OF INSURANCE SURETYBOND FOR EARNEST MONEY DEPOSIT

Insurance Surety Bond No: ……

Bond Start Date: …….

(Name of Contract)

Tender No.: ……..

To:

V.O. CHIDAMBARANAR PORT AUTHORITY

……..

WHEREAS **……** (hereinafter called "the Bidder") has submitted its Bid dated **……** (date of bid) for the performance of the above-named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We_____of

KNOW ALL PERSONS by these present that We ……. (here in after called "the Surety"),are bound unto V.O. CHIDAMBARANAR PORT AUTHORITY (through ……), ……having its registered address at ……..(hereinafter called "the Employer") (here in after called "the Employer")for the sum of Rs ……. (Rs …….Only),for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity. (a) fails or refuses to sign the Contract Agreement when required, or (b)fails or refuses to submit the performance security in accordance with the Tender Documents. We

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand theEmployer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

3. The Surety declares that this Insurance Surety Bond is issued by **.....** as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

4. This Insurance Surety Bond will remain in force up to and including **.....** (date XX days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

5. This Surety Bond shall remain valid up to **.....** (date) or as may be extended by the Employer in writing.

IN WITNESS WHERE OF, the Surety has herein to set its hand through its Authorized Signatory under the common seal on the day, month and year first above written.

Signed and sealed this on ……..

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond – VOC Port Authority

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY

Insurance Surety Bond No. **Date:**

To
……

……

Amount of Insurance Security Bond: Rs……
Security Bond cover period from…….to…….. up to claim period ……..

THIS INSURANCE SURETY BOND executed on……..at …….. by ……..(Name and Address of the Insurer) (hereinafter called **"the Insurer",** which expression shall unless it be repugnant to the subject or context thereof, include its executors, successors administrators, and assigns;

IN FAVOUR OF
The Authority Members of the VOC Port Authority are constituted under the Major Port Authorities Act, 2021 (hereinafter called **"the Authority"** which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors, administrators, executors and assigns;

WHEREAS ……. (Usual wordings used in case of ……)
WHEREAS…….. – do-
WHEREAS…… -do-

In consideration of the Authority having awarded to M/s **……** a company registered (CIN:……) under the Companies Act 2013 by the laws of India with its Registered Office ……..(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 Authority's Work Order No …… dated …… and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No…….. dated ....., valued at **Rs ……** (Inc. GST) for and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to **Rs. ……..** (Rupees …… Only (amount)) XX% of the said value of the Contract to the Authority.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

We .....[Name & Address of the Insurer] ..... having its Head Office at ..... (hereinafter referred to as the 'Insurer' do hereby guarantee and undertake to pay the Authority, on demand any and all amount payable by the Contractor to the extent of .....(*)..... as aforesaid at any time up to ..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Authority on the Insurer stating that the contractor has defaulted under the terms and conditions of the contract shall be conclusive and binding notwithstanding any difference between the Authority 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 Authority and further agrees that the guarantee herein contained shall be enforceable till the Authority discharges this guarantee.

The Authority 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 performance of the Contract by the Contractor 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 Authority 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 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 Authority and the Contractor or any other course or remedy or security available to the Authority.

The Insurer shall not be released of its obligations under these presents by any exercise by the Authority of its liberty with reference to the 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 Authority or any other indulgence shown by the Authority or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

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

This Surety Bond will not be discharged due to the change in the constitution of the Insurer or the Contractor. It is also hereby agreed that only Court at ……. shall have exclusive jurisdiction in respect of all matters, including any demands, claims, under this Surety Bond.
Notwithstanding anything contained hereinabove:

d) Our liability under this Insurance Surety Bond shall not exceed **Rs. ……** (Rupees …….. Only)

e) This Insurance Security Bond shall remain in force upto and including..... and encash able at ……..(address of Insurer) ……

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

f) We are liable to pay the Surety Bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before …… (3 months, from validity date.)

IN WITNESS WHEREOF the Insurer has set its hands hereunto on the day, month and year first hereinabove written.

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

WITNESS :
1. ..... .
(Signature) (Signature)
....
(Name) (Name)
....
(Official Address) (Designation with Insurer Stamp)
Authorised Vide Power of Attorney No.....Date.....

2. .....
(Signature) .....
(Name) .....
(Official Address)

Notes:

3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

4. The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - WAPCOS Ltd

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND TOWARDS EARNEST MONEY DEPOSIT (EMD)

Reference: …… Insurance Surety Bond No.: ..... Date: .....

To
WAPCOS Limited,
_____

In consideration of the _____ (hereinafter referred to as 'Bidder') submitting the response to NIT inter alia for [Insert Number and subject of the NIT], in response to the NIT No. _____ Dated _____ issued by WAPCOS Limited (hereinafter referred to as WAPCOS) and WAPCOS considering such response to the NIT of _____ having its Registered/Head Office at_____ as per the terms of the NIT, the _____, _____, hereby agrees unequivocally, irrevocably and unconditionally to pay to WAPCOS at **WAPCOS Ltd.,** _____ forthwith without demur on demand in writing from WAPCOS or any Officer authorized by it in this behalf, any amount upto and not exceeding INR _____ (Rupees _____ only), on behalf of _____ within XX working days from the date of receipt of written demand by WAPCOS.

This guarantee shall be valid and binding on _____ having _____ and one of its branches at _____ up to and including _____ and shall not be terminable by notice or any change in the constitution of _____ or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (Rupees _____ only). Our Guarantee shall remain in force until _____. WAPCOS shall be entitled to invoke this Guarantee till _____.

The Guarantor Insurance Company hereby agrees and acknowledges that the WAPCOS shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Guarantor Insurance Company hereby expressly agrees that it shall not require any proof in addition to the written demand by WAPCOS, raised at the above-mentioned address of the Guarantor Insurance Company, in order to make the said payment to WAPCOS.

The Guarantor Insurance Company shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ and/ or any other person. The Guarantor Insurance Company shall not require WAPCOS to justify the invocation of this Insurance

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Surety Bond, nor shall the Guarantor Insurance Company have any recourse against WAPCOS in respect of any payment made hereunder.

This Insurance Surety Bond shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Insurance Company represents that this Insurance Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Insurance Company in the manner provided herein.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Insurance Company.

This Insurance Surety Bond shall be a primary obligation of the Insurance Company and accordingly WAPCOS shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by WAPCOS or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is restricted to INR _____ (Rupees _____only) and it shall remain in force until _____.

We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only if WAPCOS serves upon us a written claim or demand.

Signature:……..

Name: _____

Power of Attorney No.: _____

For

_____

_____

Contact Details of the Insurance Company: _____

E-mail ID of the Insurance Company: _____

Insurance Company's Stamp and Full Address:

Dated this ……..day of……. , 20…….

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - WAPCOS Limited

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

PROFORMA OF SURETY BOND FOR PERFORMANCE GUARANTEE
(Non-Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

To,
WAPCOS Ltd.,
…….
…….

In consideration of **WAPCOS Ltd.,** (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 ……**,** ……. (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 Employer's Notification of Award/Intent No. ……. dt. ……. and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs…… (Rupees …….. only) for …….. (hereinafter called "the contract") and the Contractor having agreed to provide a Contract Performance Security for the faithful performance of the entire contract equivalent to **Rs……. (Rupees ……. only)**.

WHEREAS, the terms and conditions of the contract require the contractor to furnish a Insurance Surety Bond for **Rs…….. (Rupees …….. only)** being ……% of the total value of the contract for proper execution and due fulfilment of the terms and conditions contained in the contract.

We, the....., (hereinafter called "Surety Insurer") which expression shall unless repugnant to the subject or context include its successors and assigns) having our registered office at …….. and branch office at .....hereby unconditionally and irrevocably undertake and guarantee payment to WAPCOS Limited forthwith on the same day on demand in writing and without protest or demur of any and all moneys payable by the contractor/supplier to WAPCOS Limited under, in respect or in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by WAPCOS Limited by reason of any breach by the contractor/supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by WAPCOS Limited to the Surety Insurer with reference to this Surety Bond up to and aggregate limit of **Rs…… (Rupees …….. only)** the Surety Insurer hereby agrees with WAPCOS Limited that:

1. This Surety Bond shall be continuing guarantee and shall remain valid and irrevocable for all claims of WAPCOS Limited and liabilities of Supplier/Contractor till the date of expiry of Surety Bond i.e.

……. The claim period of the Surety Bond shall be for a period of XX Months after the date of expiry of Surety Bond.

2. WAPCOS Limited shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by WAPCOS Limited against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of WAPCOS Limited or any indulgence by WAPCOS Limited to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

3. This Surety Bond shall be in addition to any other Surety Bond or security whatsoever WAPCOS Limited may now or at any time have in relation to the performance of the works/equipment and WAPCOS Limited shall have full authority to take re-course or to enforce this security in preference to any other Surety Bond or security which the WAPCOS Limited may have or obtained and no forbearance on the part of WAPCOS Limited in enforcing or requiring enforcement of any other security shall have the effect of releasing the Surety Insurer from its liability hereunder.

4. This Surety Bond shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to WAPCOS Limited in terms thereof are paid by the Surety Insurer or till expiry of the Surety Bond including claim period of Surety Bond, whichever is earlier.

5. The Surety Bond in no event be terminable, for any change in the constitution of the Surety Insurer or for any other reasons whatsoever and the liability of the Surety Insurer hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, or agreed with or without knowledge or consent of WAPCOS Limited, by or between Supplier/ Contractor and the Surety Insurer.

6. The Surety Insurer hereby waives all rights at any time inconsistent with the terms of this Surety Bond and the obligations of the Surety Insurer in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the supplier/contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/contractor stopping or preventing or purporting to stop or prevent any payment by the Surety Insurer to WAPCOS Limited in terms hereof.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

7. The amount stated in any notice of demand addressed by WAPCOS Limited to the Surety Insurer as liable to be paid to WAPCOS Limited by the supplier/ contractor or as suffered or incurred by WAPCOS Limited on account of any losses or damages, costs, charges and / or expenses shall as between the Surety Insurer and WAPCOS Limited be conclusive of the amount so liable to be paid to WAPCOS Limited or suffered or incurred by WAPCOS Limited as the case may be and payable by the Surety Insurer to WAPCOS Limited in terms hereof subject to a maximum of **Rs……. (Rupees …… only)**.

8. Unless demand or claim under this Surety Bond is made on the Surety Insurer in writing within XX Months after the date of expiry of the Surety Bond, the Surety Insurer shall be discharged from all liabilities under this Surety Bond there under.

Notwithstanding anything contained herein before our liability under this Surety Bond is restricted to **Rs……. (Rupees …… only)**. This Surety Bond will expire on..... Any claim under this Surety Bond must be received by us within XX Months after the date of expiry.

This Surety Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed this ..... day of ..... at…….

WITNESS.

For and on behalf of Company

1._____
_____
_____

2._____
_____

ATTESTED BY (NOTARY PUBLIC)

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Water Resources Department, Government of Andhra Pradesh

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Surety Bond for Bid Security

S.B. No. **Dated:**

1. In consideration of you, …….. behalf of **Water Resources Department, Government of Andhra Pradesh** having its office at …… (hereinafter referred to as the "Tender inviting Authority which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of **M/s ……..,** and having its registered office at …… (and acting on behalf of its Joint Venture/Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns),for the work of **……** (hereinafter referred to as "the Project") pursuant to the Tender Notice No. **……..** issued in respect of the Project and other related documents including without limitation the draft contract agreement (hereinafter collectively referred to as "Bidding Documents"), we ----------(Name of the Surety Insurer) having our registered office at..... and one of its branches at.....(hereinafter referred to as the "Surety Insurer "), at the request of the Bidder, do hereby in terms of Clause XX of NIT read with Relevant EMD Clauses of the Tender Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the tender Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Tender inviting Authority an amount of **Rs……. (Rupees …… only)** (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Tender inviting Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the tender inviting Authority is disputed by the Bidder or not, merely on the first demand from the tender inviting Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding **Rs. …… (Rupees …… only)**

4. This Surety Bond shall be irrevocable and remain in full force for a period of XXX **(……..) day**s from the Bid Due Date and a claim period of XX (……..) days i.e…….. or for such extended period as may be mutually agreed between the tender inviting Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the tender inviting Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the tender inviting Authority shall be entitled to treat the Surety Insurer as the principal debtor. The tender inviting Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the tender inviting Authority, and the Surety insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the tender inviting Authority or any Indulgence by the tender inviting Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

11. We, the Surety Insurer further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to **Rs. ……. (Rupees …… only)**. The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before ……

Signed and Delivered by …… Company
By the hand of Mr./Ms....., its..... and authorized official

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - *Water Resources Department,* Chhattisgarh

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

INSURANCE SURETY BOND
(IN LIEU OF EARNEST MONEY DEPOSIT)

To,
…….
Water Resources Department,
(Chhattisgarh)

Subject: Insurance Surety Bond towards Earnest Money Deposit (EMD) for the work of …….

Bond No.: ……
Amount Guaranteed: Rs……..
Date of Issue: ……
Validity Up to: …….
Claim Period Up to: ……

WHEREAS, the Water Resources Department, Government of Chhattisgarh (hereinafter referred to as "the Department"), has invited bids through NIT No. …… for execution of the above-mentioned work and ……., having registered office at ……. (hereinafter referred to as "the Tenderer") has submitted its bid and is required to furnish Earnest Money Deposit (EMD) amounting to Rs. …… (Rupees……..).

AND WHEREAS, at the request of the Tenderer, we …… Insurance Company, duly authorized and licensed under applicable laws to issue Surety Insurance Bonds, hereby execute this unconditional, irrevocable and on-demand Insurance Surety Bond in favour of the Department.

NOW THEREFORE, WE HEREBY AGREE AND UNDERTAKE AS FOLLOWS:

1. We irrevocably and unconditionally undertake to pay to the Department, forthwith upon first written demand, any amount not exceeding **Rs. …….. (Rupees……..)** without demur, protest, objection, investigation, proof of loss or reference to the Tenderer.

2. This Bond shall operate as an independent and primary obligation of the Insurer and shall be enforceable as if the Insurer were the principal obligor.

3. The Department shall be the sole judge regarding occurrence of any event giving rise to forfeiture of Earnest Money Deposit.

4. The Department shall be entitled to invoke this Bond in the event of:
(a) Withdrawal, modification or alteration of bid during validity period;

(b) Failure to accept Letter of Acceptance;
(c) Failure to execute Contract Agreement;
(d) Failure to furnish Performance Security;
(e) Submission of false, forged or misleading information / documents;
(f) Any breach of tender conditions resulting in forfeiture of Earnest Money Deposit.

5. Any written demand made by the Department shall be conclusive evidence of liability and shall be binding upon the Insurer.

6. The Insurer shall make payment within ……. (XX) days from receipt of demand.

7. The Department shall not be required to establish actual loss or damage before invocation of this Bond.

8. The Department shall not be required to proceed first against the Tenderer before invoking this Bond.

9. This Bond shall remain valid throughout the bid validity / Construction period and the claim period prescribed under the tender.

10. Any demand made within the validity period or claim period shall remain enforceable notwithstanding expiry of the Bond thereafter.

11. Extension of bid validity, amendment of tender conditions, change in scope, postponement of dates or any indulgence granted to the Tenderer shall not discharge the Insurer from liability.

12. The liability of the Insurer shall not be affected by:
(a) Any dispute between Department and Tenderer;
(b) Arbitration proceedings;
(c) Court proceedings;
(d) Insolvency, bankruptcy, liquidation or reorganization of Tenderer;
(e) Change in constitution, ownership or management of Tenderer or Insurer.

13. The Insurer shall not revoke this Bond during its currency without prior written consent of the Department.

14. This Bond is payable on demand and without proof of actual loss or damage.

15. The maximum liability of the Insurer under this Bond shall not exceed **Rs. ……. (Rupees……).**

16. Finality of Department's Determination

The Insurer expressly agrees that any determination, certification, assessment, finding or decision made by the **……., Water Resources Department, Government of Chhattisgarh** or any officer authorized by the Department regarding occurrence of default, forfeiture of Earnest Money Deposit, invocation of this Bond or amount payable hereunder shall be final, conclusive and binding upon the Insurer for the purpose of payment under this Bond.

17. Pay First, Argue Later

The Insurer shall first make payment of the amount demanded by the Department and thereafter, if so advised, pursue its remedies against the Tenderer.

No dispute, arbitration, litigation, counterclaim or proceeding shall affect or delay payment under this Bond.

18. No Injunction or Stay

The Insurer shall neither seek nor support any injunction, stay order, restraint order or interim relief against invocation or payment under this Bond.

Any proceedings initiated by the Tenderer shall not affect the obligation of the Insurer to honour the Department's demand.

19. Branch Liability Clause

The Branch specified herein shall be fully authorized to receive and honour invocation of this Bond.

No internal approval requirement of the Head Office, Regional Office or any authority of the Insurer shall constitute a valid ground for refusal or delay of payment.

20. Electronic Invocation Clause

The Department may invoke this Bond through:

(a) Physical Letter;
(b) Registered Post;
(c) Speed Post;
(d) Official E-mail;
(e) Digitally Signed Communication;
(f) Any electronic mode recognized under the Information Technology Act, 2000. Such invocation shall be deemed valid, sufficient and legally binding upon the Insurer.

21. Branch for Invocation

Branch Name: _____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Branch Code: _____
E-mail: _____
Phone: _____

22. Interest on Delayed Payment
In case payment is not made within …….. (X) days from receipt of invocation, the Insurer shall be liable to pay interest at ……. from the date of invocation till actual payment.

23. Governing Law and Jurisdiction
This Bond shall be governed by the laws of India.
The Courts at **……** and the High Court of Chhattisgarh at ……shall have exclusive jurisdiction over matters arising from this Bond.

IN WITNESS WHEREOF, the Insurer has executed this Bond on this **……. day of …… 20XX.**

For and on behalf of the Insurance Company
(Authorized Signatory)
Name: _____
Designation: _____
Seal & Signature: _____

Witness No.- 1
Name: _____
Address: _____
Signature: _____

Witness No.- 2
Name: _____
Address: _____
Signature: _____

Contactor: **Seal & Sign:** _____

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Bid Bond - Water Resources Department, Rajasthan

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Form of Bid Security

[*Insert Guarantor letterhead*]

Beneficiary: [*Insert its name and address*]

IFB No.: [*Insert number of Invitation for Bids*]

Date: [*Insert date of issue*]

BID GUARANTEE No.: [*Insert guarantee reference number*]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [*insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof*] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of [*insert description of contract*].

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [*insert amount in words*] ([*insert amount in figures*]) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary's bidding document.

This guarantee shall expire and be returned to us: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____

[*signature(s)*]

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Performance Bond - Water Resources Department, Rajasthan

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Performance Security

[*Insert Guarantor letterhead*]

Beneficiary: [*Insert name and Address of the Employer*]

Date: [*Insert date of issue*]

Performance Guarantee No.: [*Insert guarantee reference number*]

Guarantor: [*Insert name and address of place of issue, unless indicated in the letterhead*]

We have been informed that [*insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture*] (hereinafter called "the Applicant") has entered into Contract No. [*insert reference number of the contract*] dated [*insert date*] with the Beneficiary, for the execution of [*insert name of the contract and brief description of the Works*] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [*insert amount in figures*] ([*insert amount in words*]), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This guarantee shall expire and be returned to us, no later than the *[insert the day*] day of *[insert month]*, *[insert year]*, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[*signature(s)*]

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Advance Bond - Water Resources Department, Rajasthan

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Advance Payment Security

[*Insert Guarantor letterhead*]

Beneficiary: [*Insert name and Address of the Employer*]

Date: [*Insert date of issue*]

Advance Payment Guarantee No.: [*Insert guarantee reference number*]

Guarantor: [*Insert name and address of place of issue, unless indicated in the letterhead*]

We have been informed that [*insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture*] (hereinafter called "the Applicant") has entered into Contract No. [*insert reference number of the contract*] dated [*insert date of the contract*] with the Beneficiary, for the execution of [*insert name of contract and brief description of Works*] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [*insert amount in figures*] ([*insert amount in words*]) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [*insert amount in figures*] ([*insert amount in words*]) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number [*insert number*] at [*insert name and address of Applicant's bank*].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire and be returned to us, at the

latest, upon our receipt of a copy of the interim payment certificate indicating that -------- (XX) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the [*insert day*] day of [*insert month*], [*insert year*], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[*signature(s)*]

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

SURETY INSURANCE

Retention Bond - Water Resources Department, Rajasthan

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

Retention Money Security

[*Insert Guarantor letterhead*]

Beneficiary: [*Insert name and Address of the Employer*]

Date: [*Insert date of issue*]

Retention Money Guarantee No.: [*Insert guarantee reference number*]

Guarantor: [*Insert name and address of place of issue, unless indicated in the letterhead*]

We have been informed that [*insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture*] (hereinafter called "the Applicant") has entered into Contract No. [*insert reference number of the contract*] dated [*insert date of the contract*] with the Beneficiary, for the execution of [*insert name of contract and brief description of* Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [*insert amount in figures*] ([*insert amount in words*]) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or show grounds for its demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number [*insert account's number*] at [*insert name and address of Applicant's bank*].

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

This guarantee shall expire and be returned to us no later than the [*insert day*] day of [*insert month*], [*insert year*], and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[*signature(s)*]

ICICI Lombard General Insurance Company Ltd.
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,Prabhadevi,Mumbai - 400 025.
UIN IRDAN115CPSU0003V01202425 CIN : L67200MH2000PLC129408

ARBITRATION CLAUSE

"The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996."

GRIEVANCES

In case you are aggrieved in any way, you should do the following:

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDAI Grievance Call Centre(IGCC) at their toll free no. 1800 4254 732 / 155255.

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: https://irdai.gov.in , or on the Company's website at www.icicilombard.com.

The updated ombudsman details are mentioned below:

Sr no.	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	AHMEDABAD Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2	BENGALURU Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
3	BHOPAL Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh.
4	BHUBANESHWAR	Odisha.

	Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email:bimalokpal.bhubaneswar@cioins.co.in	
5	CHANDIGARH Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territory of Jammu & Kashmir, Ladakh & Chandigarh.
6	CHENNAI Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
7	DELHI Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & following District of Haryana – Gurugram, Faridabad, Sonepat and Bahadurgarh
8	ERNAKULAM Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Puducherry.
9	GUWAHATI Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	HYDERABAD	Andhra Pradesh,

	Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Telangana, Yanam and Part of Territory of Puducherry.
11	JAIPUR Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363/2740798 Email: Bimalokpal.jaipur@cioins.co.in	Rajasthan.
12	KOLKATA Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
13	LUCKNOW Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
14	MUMBAI Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region Excluding (Navi Mumbai & Thane).
15	NOIDA Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah,

	4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur
16	PATNA Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
17	PUNE Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).
18	THANE Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West) Thane - 400604 Email: bimalokpal.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai M/East, M/West, N, S and T

The updated details of Insurance Ombudsman are available on IRDAI website: https://irdai.gov.in, on the website of General Insurance Council: www.generalinsurancecouncil.org.in, website of the Company www.icicilombard.com or from any of the offices of the Company.