CONTRACT NO. 2015/RSF/1101/3(OP-226) GROUP-3

CONTRACT FOR PROCUREMENT OF SOLAR PHOTO VOLTAIC MODULES OF 500 KWP (MANUFACTURE, SUPPLY, INSTALLATION,TESTING, COMMISSIONING AND MAINTENANCE)

TO BE INSTALLED EACH AT FIVE MAJOR STATIONS OF INDIAN RAILWAY

PLACED ON

M/S TATA POWER SOLAR SYSTEM LTD,

PLOT NO-78, ELECTRONIC CITY PHASE I

HOSUR ROAD, BANGALORE

KARNATAKA-560 100

16 .12.2015

INDEX

CLAUSE	HEADING
1.	INTRODUCTION
2.	PURCHASER
3.	NAME & ADDRESS OF THE CONTRACTOR
4.	DESCRIPTION OF ITEMS, SPECIFICATION AND QUANTITY
5.	PRICES
6.	SALES TAXES/VAT
7.	CENVAT
8.	OPTION CLAUSE
9.	DELIVERY
10.	LIQUIDATED DAMAGES
11.	PAYMENT
12.	WARRANTY
13.	ANNUAL MAINTENANCE CONTRACT (AMC)
14.	TESTING AND INSPECTION
15	LOADING AND UNLOADING OF HEAVY MATERIALS
16	CONSIGNEES
17	PERFORMANCE BANK GUARANTEE
18	WARRANTY BANK GUARANTEE
19	CONTRACTOR'S RESPONSIBILITY
20	MONTHLY PROGRESS REPORT
21	ARBITRATION
22	LAWS GOVERNING THE CONTRACT
23	JURISDICTION OF COURTS
24	NOTICES
25	GENERAL
26	OTHER TERMS & CONDITIONS

Annexures:

I	Locations of Solar Photo Voltaic Modules
II	List Of Consignee with contact details
III	Proforma for Warranty Bank Guarantee

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.2015/RSF/1101/3(OP-226)GROUP-3 New Delhi, dated,16.12.15

M/s Tata Power Solar System Ltd,
Plot No-78, Electronic City Phase I
Hosur Road,
Bangalore
Karnataka-560 100

Dear Sirs,

Sub : Contract for Supply, Installation, Testing, Commissioning and Maintenance **of 500 KWp Solar Photo Voltaic Modules without battery backup** to be installed each at five major stations of Indian Railways as per RDSO's specification No. RDSO/PE/SPEC/PS/0092-2008 (Rev.0) Amendment '5' to be read with Annexure Technical.

Ref : i) Your offer No.nil dt.15.10.2014.
ii) Your Final Negotiated offer No. TPS/OP226 dated 11.08.2015.
iii) This office letter of even No dated 30.09.2015(Letter of Acceptance).

With reference to Ministry of Railway's Tender, your offer thereto, and Acceptance letter of even number dt.30.09.2015, referred above it is hereby advised that the President of India is pleased to place an order on you as detailed hereunder. The terms and conditions governing the supply of Solar Photo Voltaic Modules (Manufacture, supply, installation, testing, commissioning and maintenance) to be installed each at five major stations of Indian Railways as per RDSO's specification No. RDSO/PE/SPEC/PS/0092-2008 (Rev.0) Amendment '5' to be read with Annexure Technical along with 2 years of warranty period will be followed by 3 years under AMC after expiry of the warranty period is set forth hereinafter in this contract called Contract No. 2015/RSF/1101/3(OP-226)GROUP-3 dated 16.12.2015 and the said terms and conditions shall supersede the corresponding provisions, if any, in the Bid Documents and your offer.

2.	Purchaser	:	The President of India.
3.	Name & address of the Contractor	:	M/s Tata Power Solar System Ltd, Plot No-78, Electronic City Phase I Hosur Road, Bangalore Karnataka-560 100

4.0 **Description of Items, Specification and Quantity**

	Brief Description of Stores	Specification	Quantity
1.	Supply, Installation, Testing, Commissioning and Maintenance of **500 KWp** Solar Photo Voltaic Modules *without* battery backup	RDSO/PE/SPEC/PS/0092-2008 (Rev.0) Amendment '5' to be read with Annexure Technical	5(Five)

4.1 Locations of Solar Photo Voltaic Modules is mentioned in Annexure-I

5. **Price**

5.1 Cost of Supply (Table-1)

S.No.	Description	Per Solar Photo Voltaic Modules FOR Destination Price in Rs.	Freight Per unit (in Rs.)	Qty	Total FOR Destination Price including Taxes/duties (in Rupees)
1.	**Cost of Supply of 500 KWp Solar Photo Voltaic Modules *without* battery backup**				
	(a) For Sub Group T Delhi	Rs.3,29,31,145.00 Inclusive of CST	812843.00	1	3,37,43,988.00 (Three crore thirty seven lakh forty three thousand nine hundred and eighty eight only)
	(b) For Sub Group U Rajasthan	Rs.3,29,31,145.00 Inclusive of CST	963332.00	1	3,38,94,477.00 (Three crore thirty eight lakh ninety four thousand four hundred and seventy seven only)
	(c) For Sub Group V Andhra Pradesh	Rs.3,29,31,145.00 Inclusive of CST	346253.00	1	3,32,77,398.00 (Three crore thirty two lakh seventy seven thousand three hundred and ninety

					eight only)
	(d) For Sub Group W Maharashtra	Rs.3,29,31,145.00 Inclusive of CST	556984.00	1	3,34,88,129.00 (Three crore thirty four lakh eighty eight thousand one hundred and twenty nine only)
	(e) For Sub Group X West Bengal	Rs.3,29,31,145.00 Inclusive of CST	933237.00	1	3,38,64,382.00 (Three crore thirty eight lakh sixty four thousand three hundred and eighty two only)
2.	Other levies, Packing, and Insurance Charges	Included in the FOR Destination Price			
				Total cost for supply	Rs.16,82,68,374.00 (Sixteen crore eighty two lakh sixty eight thousand three hundred and seventy four only)

5.2 **Cost of Installation and Commissioning (Table-2)**

S.No.	Description	Per Solar Photo Voltaic Modules Price in Rs.	Service Tax @12.36%	Qty	Total Cost of installation and commissioning including Taxes/duties (in Rupees)
1.	**Cost of Installation and Commissioning of 500 KWp Solar Photo Voltaic Modules without battery backup**				
	(a) For Sub Group T Delhi	Rs.39,88,951.00	493034.00	1	44,81,985.00 (Forty four lakh eighty one thousand

					nine hundred and eighty five only)
	(b) For Sub Group U Rajasthan	Rs.39,88,795.00	493015.00	1	44,81,810.00 (Forty four lakh eighty one thousand eight hundred and ten only)
	(c) For Sub Group V Andhra Pradesh	Rs.36,13,076.00	446576.00	1	40,59,652.00 (Forty lakh fifty nine thousand six hundred and fifty two only)
	(d) For Sub Group W Maharashtra	Rs.36,12,871.00	446551.00	1	40,59,422.00 (Forty lakh fifty nine thousand four hundred and twenty two only)
	(e) For Sub Group X West Bengal	Rs.43,65,141.00	539531.00	1	49,04,672.00 (Forty nine lakh four thousand six hundred and seventy two only)
Total cost Installation and Commissioning					**2,19,87,542.00 (Two crore nineteen lakh eighty seven thousand five hundred and forty two only)**

5.3 **Cost of AMC (Table-3)**

S.No.	Consignee	Year	AMC Charges per unit year wise inclusive of serive tax @12.36% (in Rupees)	All Inclusive AMC Cost inclusive of serive tax @12.36% (in Rupees)

1.	Sub Group T (Delhi) Qty-1	1	276521.33	276521.33
		2	295607.92	295607.92
		3	310996.75	310996.75
2.	Sub Station U (Rajasthan) Qty-1	1	276521.33	276521.33
		2	295607.92	295607.92
		3	310996.75	310996.75
3.	Sub Group V (Andhra Pradesh) Qty-1	1	276521.33	276521.33
		2	295607.92	295607.92
		3	310996.75	310996.75
4.	Sub Group W (Maharastra) Qty-1	1	276521.33	276521.33
		2	295607.92	295607.92
		3	310996.75	310996.75
5.	Sub Group X (West Bengal) Qty-1	1	276521.33	276521.33
		2	295607.92	295607.92
		3	310996.75	310996.75
			Total	**Rs.44,15,630.00(Forty four lakh fifteen thousand six hundred thirty only)**

5.4 Grand Total Cost

Total FOR destination cost of 05 no. Solar Photo Voltaic Modules after including Installation and Commissioning, AMC charges for 3 years (after two years warranty) including all taxes and duties **i.e Cost of Table-1 + Cost of Table-2+ Cost of Table-3**	**=Rs.168268374.00 +21987542.00+4415630.00** **= Rs.19,46,71,546.00 (Nineteen crore forty six lakh seventy one thousand five hundred and forty six only)**

Note-(i) It may be pertinent to mention that as per clause 0117 of IRS condition of contract "Supply order" means an order for supply of stores and includes an order for performance of service.

(ii)) Initial 2 years of warranty period will be followed by 3 years under AMC after expiry of the warranty period. During warranty period of two years no payment will be given.

(iii) The rates are inclusive of Taxes & Duties for manufacture, supply, installation and commissioning of Solar photo Voltaic Modules at various offices and stations on Indian Railway as per tender description and specification. This shall also include cost of structural stability as mentioned at Para 7.0 of RDSO specification and cost of 2 years comprehensive warranty.

6.0 **Sales Tax/VAT:**

ST/VAT depends upon the place (State) of dispatch and not on the place (State) of receipt. All statutory taxes including ST i.e VAT and duties are to be paid against the requisite declaration/document.

7.0 **CENVAT:**

Firm has indicated in their offer that all CENVAT benefits have been taken into account and no additional CENVAT benefits are accruable to the Purchaser. They have further given declaration to pass on such additional duties as set-offs as may become applicable in future in compliance to clause 2.7.5 of Instruction to bidders of tender document.

8. **Option Clause:**

Purchaser reserves the right to vary the quantity mentioned in the contract by plus/minus 30% (Thirty percent) of ordered quantity during the currency of the contract.

9. **Delivery**

Delivery, installation and commissioning should be completed within nine months from the award of the contract

10. **Liquidated damages**

10.1 In case of failure on the part of contractor to arrange supplies as per the delivery schedule/installments fixed in advance, save force majeure conditions or delays attributable to the purchaser, the purchaser reserves the right to levy "liquidated damages" which shall be levied as under:

10.2 Liquidated Damages and not by way of penalty, a sum equivalent to 2% (two percent) of the price of any stores (including elements of taxes, duties freight etc.) which the contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, subject to a maximum of ten percent of value of the delayed supplies. For the purpose of "liquidated damages" the date of commissioning of Solar Photo Voltaic Module will be considered as delivery period.

10.3 Delivery Terms: FOR/Destination.

11. **Payment**:

11.1 The payment shall be made by FA&CAO of the Northern Railway. The payment terms are as under:

a) The payment shall be made by FA&CAO/NR. The payment will be made in stages as per supply.

b) Payment for 1st unit of each type of Solar PV module will be made after prototype testing by RDSO at site. For remaining quantity the following payment terms may be followed.

(i) 60% payment excluding AMC after receipt of Solar PV modules at site by consignee against submission of BG of equivalent amount & after submission of "Acceptance test" & Routine tests as per clause C of "Annexure-technical".

(ii) 40% payment excluding AMC after successful erection, testing, and commissioning at site after certification of the consignee after submitting of bank guarantee of 10% value of the stores supplied and commissioned towards warranty.

(iii) The above BG for 60% payment will be released after successful erection, testing and commissioning of solar PV modules and issue of Commissioning certification by Sr.DEE/DEE/Dy.CEE in-charge of site.

c) Payment of AMC charges will be made on six monthly basis

12. **Warranty**:

The warranty period of goods will start after successful commissioning of Solar Photo Voltaic Modules at site. The warranty period shall be two years from the date of commissioning of the Solar Photo Voltaic Module.

12.1 The Contractor shall be responsible for any damage to equipment provided in the Solar Photo Voltaic Module, due to defective design, materials, workmanship for a period of 24 months from the date of commissioning of Solar Photo Voltaic Module.

12.2 The period of warrantee will be extendable in case of recurring problems of defective design, material or manufacturing. The Contractor shall warrant that everything to be furnished hereunder shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with established and accepted standards of material of the type ordered and in full conformity with specifications and drawings. The Contractor's liability in this respect of any complaints, defects and /or claim shall be limited to furnishing and installation of replacement parts, free of any charge. The warranty clause in commercial agreement, if any, shall prevail.

12.3 The Contractor shall be responsible for carrying out all the modifications at his cost on any part of the equipment during the period of warranty required for satisfactory operation of the equipment as per technical specification. For any technical decision the final authority from the purchaser's side is RDSO.

12.4 All the replacements and repairs, that the purchaser shall call upon, the Contractor to deliver or perform under this warranty shall be delivered and Performed by the Contractor promptly and satisfactory.

12.5 The warranty period would cover comprehensive maintenance inclusive of all spares, material and labor cost.

12.6 During warranty period, in case the Solar Photo Voltaic Modules become non-functional due to any manufacturing defect, then the Solar Photo Voltaic Module would be considered under breakdown and the Contractor would be required to rectify the defects.

12.7 The consignee shall ensure that the records of breakdown are maintained on a shift basis.

13. **Annual Maintenance Contract (AMC):**

13.1 2 years of warranty period will be followed by 3 years of AMC after expiry of the warranty period. AMC agreement shall be entered with individual Zonal Railways before expiry of the warranty period as per the accepted rate mentioned in Table B of clause 5 above. The scope of AMC will be as per the relevant clauses of bid document and RDSO technical specification no. RDSO/PE/SPEC/PS/0092-2008 (Rev.0) Amendment '5' to be read with Annexure Technical.

13.2 The consignees must communicate their option to enter into AMC at least 30 days prior to expiry of warranty. The AMC agreement must be signed within six months prior to the date of expiry of warranty.

13.3 Payment of AMC charges will be made on six month basis.

13.4 The AMC for the Solar Photo Voltaic Modules will be comprehensive and cleaning of panels and tightening of connections shall be carried out at least once in three months or as per the requirement to meet desired performance parameters. In any case inferior performance of equipment shall not be attributed to non-clearing/non-availability of water by Railway. For maintenance of PCU, one set of essential spares shall be kept ready/aside.

14. **Testing and Inspection**

Testing & Inspection shall be as per Technical Specification as per which Type test will be either done by RDSO or certified copies of Type Test Certificates in lieu of actual Tests if conducted by accredited testing Agency/Lab will be accepted. Acceptance tests will be conducted by Consignee for regular supplies. However prototype testing/acceptance test of 1st unit each of 2x50 KWp and 45 KWp will be carried out by RDSO at site inspection.

15. **Loading and unloading of heavy materials**:

The contractor shall make his own arrangements for loading or unloading of all materials at his depot or at worksites. Railway may facilitate the contractor whenever required.

16. **Consignees**:

The consignee will be Sr.DEE(G) /DEE(G)/Dy.CEE/G (if the installation are for Indian Railways Zonal HQs), Director/EE, RDSO in charge of the site where solar photo voltaic modules is to be commissioned as mentioned in Annexure-**II.**

17. **Performance Bank Guarantee**

17.1 The contractor has furnished a Performance Bank Guarantee No. 009GT02152870007 dated 14.10.2015 issued by HDFC Bank Ltd, Municipal No.8/24, Richmind Road, Corporation Division No.61, Bangalore 560025 for Rs.20 lakhs (Rupees twenty lakhs only) valid upto 14.07.2017. On the Performance and completion of the contract in all respects the Performance Guarantee Bond will be returned to the Contractor without any interest. In case furnishing of an acceptable Performance Guarantee Bond is delayed by the contractor beyond the period provided above and Bond is accepted by the Purchaser, liquidated damages, as provided in clause 10 for the period of delay in submission of the Bond, may be levied. The PG bond will be submitted through the issuing bank directly to the purchaser.

17.2 The Performance Guarantee Bond shall remain in full force and effect during the period that would be taken satisfactory performance and fulfillment in all respects of the contract i.e. till satisfactory commissioning of the machine(s) at consignee's works, and shall in the first instance be valid up to twelve months after the date of last shipment/delivery of the goods contracted to be

purchased provided that before the expiry of the date of validity of the Performance Guarantee Bond, the Contractor on being called upon by the Purchaser from time to time, shall obtain from the Guarantor Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the purchaser at least thirty days before the date of expiry of the Performance Guarantee Bond on each occasion.

17.3 As and when an amendment is issued to the contract, the contractor shall, within fifteen days of the receipt of such an amendment furnish to the Purchaser an amendment to the Performance Guarantee Bond rendering the same valid for the contract as amended.

17.4 This Performance Guarantee Bond and/or any amendment thereto shall be executed on stamped paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so.

18. **Warranty Bank Guarantee**:

18.1 The contractor shall submit a bank guarantee of 10% value of the stores supplied and commissioned before claiming 100% payment.

18.2 The Bank Guarantee fully indemnifying the purchaser against all losses incurred by the purchaser during the warranty period stipulated in the warranty clause is to be submitted as per **Annexure-III.**

18.3 10% WBG submitted by supplier will be released after successful completion of warranty obligations and submission of BG for 10% of total value for 1 year of AMC charges which shall be renewed till the tenure of AMC period.

18.4 BG for 10% of total AMC charges for 1 year shall be renewed every year and will be released after successful completion of AMC period.

19. **Contractor's Responsibility**:

The Contractor shall be solely responsible for the execution of the Contract and supply orders in all respects in accordance with the conditions of the Contract notwithstanding any approval which the Inspecting Officer may have given of materials or other parts of the work involved in the Contract or of tests carried out either by the Contractor or by the Inspecting Officer.

20. **Monthly progress report**:

The contractor shall furnish during the first week of every calendar month, a progress of execution of the Contract, materials received at site and the works carried out during the preceding months. As far as possible the presentation shall be neat and tabulation form accompanied by colored diagram wherever applicable. Copies of the progress reports shall also be addressed to (i) Director Railway Stores (F) and (ii) Executive Director, Electrical Engineering (M), Ministry of Railways (Railway Board), New Delhi - 110001.

21. **Arbitration**

In the event of any dispute or difference between the parties in regard to this contract the same shall be settled through arbitration in line with clause 2900. of the IRS Conditions of contract.

22. **LAWS GOVERNING THE CONTRACT**

22.1 This contract shall be governed by the laws of India for the time being in force.

22.2 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall deemed to have been made at the place in India from where the contract has been issued.

23. **JURISDICTIONS OF COURTS.**

The courts of the place from where the contract has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

24. **NOTICES**

Any notice to be given by either party to the other shall be written in English and sent both by facsimile and reputable courier service or delivered personally. Unless otherwise requested by the Contractor, notice to Contractor shall be directed to and addressed as follows:

M/s Tata Power Solar System Ltd,
Plot No-78, Electronic City Phase I
Hosur Road,
Bangalore
Karnataka-560 100

Unless otherwise requested by Purchaser, notices to Purchaser shall be directed to and addressed as follows:

Director Railway Stores (F)
Railway Board, Rail Bhavan
New Delhi, 110001, India
Phone cum Facsimile No.: 91 1123388394 /23388598

25. **GENERAL**

Any changes to the Contract are only valid if agreed upon in writing. Should any provisions herein prove to be ineffective, this shall not affect the validity of the remaining conditions.

Attachments No. I - III attached to the Contract form an integral part of the Contract.

The terms and conditions set forth in this Contract are the sole terms of agreement governing Contractor's sale and Purchaser's purchase of the Stores and shall supersede the corresponding provisions, if any, in the bid documents and Contractor's offer.

26. **Other Terms and Conditions:**

All other terms and conditions of the contract shall be as per Bid Document & IRS Condition of Contract of the Tender No. OP – 226.

The Contract is issued by order and in the name of the President of India.

Four copies of the Contract are enclosed. Two copies duly initialled on each page and signed in full on the last page duly stamped may be sent to this office for record.

Yours faithfully,

(PREM NARAYAN)
Director, Railway Stores (F)
Railway Board.
For and on behalf of the President of India

Attachments: I -III
To,
The President of India

We accept this Contract on the conditions stipulated herein for and behalf of: M/s Tata Power Solar System Ltd, Plot No-78, Electronic City Phase I Hosur Road, Bangalore Karnataka-560 100

By:_____ _____

Title:_____ _____

Date:_____ _____

Witness:1)_____ 2)_____

No.2015/RSF/1101/3(OP-226)GROUP-3 New Delhi, dated,16.12.15

Copy forwarded to :

1. The FA&CAO, Northern Railway, New Delhi for making necessary arrangements for payment in terms of clause 11 of the contract.
2. The Director of Audit, Northern Railway, New Delhi.
3. ADAI (Railways), Room No. 224, Rail Bhawan, New Delhi .

for Financial Commissioner/Railways

No.2015/RSF/1101/3(OP-226)GROUP-3 New Delhi, dated,16.12.15

1. The Controller of Stores, CR, NR, NWR, SCR and Metro Railway Kolkatta.
2. The Chief Electrical Engineers, CR, NR, NWR, SCR and Metro Railway Kolkatta.

3. Director General (Quality Assurance), RDSO, Manak Nagar, Lucknow.
4. EDEE(M), EDF(S), DEE(PS), DFS-II & DDFS(I) Railway Board.
5. FS(I), Elect(G), RS(B) & A/c I(BO) Branches, Railway Board.

Sanjoy Abraham

(SANJOY ABRAHAM)
Deputy Director, Railway Stores (F)
Railway Board

SN	Sub Group	State	Rly.	Locations
1	T	Delhi	NR	New Delhi Railway station building
2	U	Rajasthan	NWR	Lalgarh (Bikaner Division)
3	V	Andhra Pradesh	SCR	Secunderabad station, PRS Boiguda side.
4	W	Maharashtra	CR	ZRT/Bhusawal school building
5	X	West Bengal	Metro Rly.	Noapara Carshed Metro Railway Kolkata

Annexure-II

List of Co-ordinating Officer and consignees with contact details.

SN	Rail way	Co-ordinating officer	Contact no.	Consignee	Contact no.
1	NR	CEGE/NR, Baroda House, New Delhi	9717630308	Sr. DEE(G)/Delhi	9717631300
2.	NWR	CEGE/NWR, Jaipur	9001195301/2	Sr. DEE(G)/Bikaner	9001197300
3.	SCR	CEGE/SCR, Secundrabad	9701370398	Sr.DEE(G)/ Secunderabad	9701371300
4.	CR	CEGE/CR, Mumbai, CST	9987640304	Sr. DEE/G/Bhusawal	9766341030
5.	Metro Rly.	Dy. CEE/Maintenance/Metro Rly. Kolkata	9007041304	SEE/Const/AV/Metro Rly. Kolkata	9007041320

Annexure-III

PROFORMA OF BANK GUARANTEE FOR 10% CONTRACT VALUE TOWARDS WARRANTY GUARANTEE

To,
THE PRESIDENT OF INDIA,
acting through the Director, Railway Stores (F),
Ministry of Railway,
(Railway Board), Rail Bhawan, Raisina Road,
New Delhi-110001, INDIA.

Sub.— Guarantee No.....for..... (Amount).
Covering equipment (s) Serial no.....supplied
to.....,.....(Consignee/s)
Ref.— Contract No.....dated.....
Placed on M/s.....

1. WHEREAS M/s.....one of our constituents, (hereinafter called the "Sellers") have agreed to sell to you (hereinafter referred to as the "Government") Nos. of..... (give description) as per contract No.....

   dated.....(hereinafter called "the said contract")

2. AND WHEREAS according to the terms of said contract, it has been stipulated that payment of the stores would be made, provided that the Sellers furnish to the Purchaser a Bank Guarantee from a recognised bank, acceptable to the Purchaser for 10 per cent of the value of the said contract, valid for a period covering in full the Guarantee Period as per the warranty clause of the said conditions of the contract, being the conditions attached to and forming part of the said contract.

3. AND WHEREAS the Sellers have approached us to give the said Bank Guarantee on their behalf in your favour for an amount representing 10 per cent of the value of the said contract which you have agreed to accept.

4. That in consideration of the promises and at the request of the said Sellers, we hereby irrevocably undertake and guarantee to pay to the Government of India or at such other place as may be determined by you forthwith on demand and without any demur, any sum upto a maximum amount of..... representing 10 per cent of the value of the stores despatched under the said contract in case the seller make default in paying the said sum or make any default in the performance, observance or discharge of the guarantee contained in the said contract.

5. We agree that the decision of the Government, whether any default has occurred or has been committed by the Sellers in the performance, observance or discharge of the guarantee aforesaid shall be conclusive and binding on us M/s.....

6. Government shall be at liberty, from time to time, to grant or allow extension of time or give other indulgence to the said Sellers or to modify the terms and conditions of the contract with the said Sellers without affecting or impairing this guarantee or our liability hereunder.
7. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Sellers in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. We also undertake to pay to the Government any money so demanded against the Purchaser's claims in any other contracts placed on the said sellers.

   The payment so made by us under this bond shall, be a valid discharge of our liability for payment thereunder and the Sellers shall have no claim against us for making such payment.

8. This bank guarantee comes into force when the balance ten percent of the value of the stores, dispatched per dispatched Invioce No.....dated..... or R/RNo.....dated..... under the said contract, has been paid and will remain in full force and effect up to.....*i.e.* for.....months counted from the date of placing the stores in service, and shall continue to be enforceable for further five months *i.e.* up to.....(date), hereinafter called the said date.
9. This guarantee will not be discharged due to the change in the constitution of the Bank or the Sellers.
10. That no claim under this guarantee shall be entertained by us unless the same has been preferred by the Government within the said date.

Date..... Signature.....

Place..... Printed Name.....

Witness..... .....

(Designation)

Bank's Common Seal