

H.FORMATS

FORMATS
(TO BE FILLED IN BY THE TENDERER/
CONTRACTOR)

FORMAT 1

LIST OF ON-GOING WORKS

Sl. No.	Name of work	Nature of work	Value of work	Date of Completion as per W.O	Present Status	Expected date of completion	Expected commitment during_____	Name of client & Full Address

FORMAT 2

LIST OF WORKS COMPLETED IN THE LAST 07 YEARS (INCL. THE CURRENT YEAR IN WHICH THE TENDER IS CALLED).

Sl. No.	Name of work	Nature of work	Value of work	Date of Completion as per W.O	Actual date of completion	Whether Extension of Time of Contract was availed?		Name of client & Full Address
						With levy of compensation	Without levy of by the client.	

Note:

The above details are to be furnished by the Tenderer, along with copy of work order and completion certificate issued by the client.

(Signature of the tenderer with stamp)

FORMAT 3
a. DRAFT BANK GUARANTEE BOND FOR EARNEST MONEY

(To be used by Approved Schedule Banks)

1. In consideration of the President of India/Director, NIT Meghalaya (hereinafter called "The Government") having agreed to accept from (hereinafter called the said tenderer) a Bank Guarantee in Lieu of Earnest Money Deposit in Cash, under the terms and conditions contained in the Notice Inviting Tender (hereinafter referred to as N.I.T) for the work of bearing No. and dated (hereinafter referred to as "the said works") for Rs..... (Rupees Only) (in words) We the BANK (hereinafter called the said Bank) do hereby undertake to pay to Government the sum of Rs..... (RUPEES ONLY) (in words), by reason of the said tenderer's failure to enter into an agreement of contract on institutions of acceptance of his tender and/or to convene the contract works and or failure to deposit the Security Deposit within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the N.I.T.

2. We, (indicate the name of Bank) 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 required to meet the recoveries due or likely to be due from the said tenderers. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the tenderer 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 tenderers shall have no claim against us for making such payment.

4. We..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for entering into the Agreement of contract and that it shall continue to be enforceable till all the dues of the Government under the terms and conditions of NIT for the work have been fully paid and its claims satisfied or discharged or till Department certifies that the terms and conditions of the N.I.T have been fully and properly carried out by the said tenderers and accordingly discharges this guarantee unless a demand or a claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

5. We,..... Bank 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 N.I.T and/or terms and conditions governing the contract or to extend the time of validity of the offer from 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 Government against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance act or omission on part of the Government or any indulgence by the Government to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee 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 Bank or the tenderers.

7. We,
(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This Guarantee shall be valid upto Unless extended on demand by 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 six months of the date of expiry or the extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated the day of
20..... for
(indicate the name of Bank)

Accepted

Director, NIT Meghalaya

**b. DRAFT BANK GUARANTEE BOND FOR PERFORMANCE SECURITY
(GUARANTEE)**

1. In consideration of the Director NIT Meghalaya having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called “the said Contractor(s)”) for the work (hereinafter called “the said agreement”) having agreed to production of a irrevocable Bank Guarantee 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.

2. We,(indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees Only).

3. We, (indicate the name of the Bank) the said bank further undertake to pay the Government 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 valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) 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 the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Government 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.

5. We, (indicate the name of the Bank) further agree with the Government that the Government 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 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 of omission on the part of

the Government or any indulgence by the Government to the said Contractor(s) 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. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid upto unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupeesonly) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the day of for (indicate the name of the Bank)

c. DRAFT BANK GUARANTEE BOND FOR SECURITY DEPOSIT

1. In consideration of the President of India/Director, NIT Meghalaya (hereinafter called "The Government") having agreed to exempt (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No..... dated made between and for the work (hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (RUPEES ONLY).

We..... (indicate the name of the Bank) (hereinafter referred to as the Bank") at the request of Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs..... (RUPEES ONLY) on demand by Government.

2. We, (indicate the name of the Bank) do hereby undertake to pay amounts due and payable under this guarantee without any demure 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(s). Any such demand made on the Bank shall be conclusive as regards to amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to the Government 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 valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) 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 the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till Engineer-in-charge on behalf of the Government 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 guarantee.

5. We,
(indicate the name of the Bank) 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 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. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).

7. We,
(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This Guarantee shall be valid upto Unless extended on demand by Government. Notwithstanding any thing mentioned above, our liability against this Guarantee is restricted to Rs..... (RUPEES ONLY) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated theday of 20 for
.....
(indicate the name of the Bank)

Note :-

Before a Bank Guarantee is accepted, an affidavit duly sworn in before a first class magistrate, may also be taken from the Contractor that he would keep the validity of the Bank guarantee intact by getting it suitably extended from time to time, at his own initiative, upto a period of twelve months for any other maintenance period prescribed in the agreement after the recorded date of completion of the work as directed by the Engineer-in-charge and indemnifies the Government against any losses arising out of non encashment of Bank guarantee. Such an undertaking may be taken on a non judicial stamp paper, as required, in the enclosed proforma.

d. BANK GUARANTEE TO SECURE A MOBILISATION ADVANCE

TO
THE PRESIDENT OF INDIA/ GOVERNOR OF THE STATE OF

1. In consideration of the President of India/ Governor of the State of (hereinafter called "the Government" which expression shall unless repugnant to the subject or context include his successor and assigns) having agreed under the terms and conditions of Contract No..... Dated made between * and the Government in connection with [hereinafter called "the said Contract"] to make at the request of the Contractor a lumpsum advance of Rs..... (Rupees) for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to the Government, we the ** Bank Ltd. (hereinafter referred to as "the said Bank") a company under the Companies Act, 1956 and having our registered office at Do hereby guarantee the due recovery by the Government of the said advance with interest thereon as provided according to the terms and conditions of the Contract. We ** do hereby 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 due to the Government under the said Agreement. Any such demand made on the Shall be conclusive as regards the amount due and payable by the under this guarantee and the agree that the liability of the to pay the Government the amount so demanded shall be absolute and unconditional notwithstanding any dispute or disputes raised by the Contractor and not withstanding any legal proceeding pending in any Court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees).

2. We ** Bank Ltd. further agree that the Government shall be the sole judge and as to whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the contract and the extent of loss or damage caused to or suffered by the Government on account of the said advance together with interest now being recovered in full and the decision of the Government that the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and as to the amount or amounts of loss or damage caused to or suffered by the Government shall be final and binding on us.

3. We, the said Bank 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 Contract and till the said advance with interest has been fully recovered and its claims satisfied or discharged and till certify that the said advance with interest has been fully recovered from the said Contractor, and accordingly discharges this Guarantee subject, however, that the Government shall have no claims under this Guarantee after six months from date of completion of the said Contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry if the said period of six months in which case the same shall be

enforceable against the Bank notwithstanding the fact that the same is enforced after the expiry of the said period of six months.

4. The Government shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said contract or the advance or to extend time of performance 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 governing the said Contract or the advance or securities available to the Government and the said Bank shall not be released from its liability under these presents by any exercise by the Government of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of the Government or any indulgence by the Government 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 Bank from its such liability.

5. It shall not be necessary for the Government to proceed against the contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Government may have obtained or obtain from the Contractor shall at time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

6. We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

7. This guarantee shall be valid upto unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... [Rupees] and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated this day of20.....

For and on behalf of the Bank [Name and Designation]

The above Guarantee is accepted by the President of India/ Governor of the

Or:

For and on behalf of the President of India/

Governor of the State of[Name and Designation]

Note :

* For proprietary Concerns

Shri Son of resident of
carrying on business under the name and style of at
..... [hereinafter called “the said Contractor” which expression shall unless the
context requires or otherwise include his, heirs, executors, administrators and legal
representatives].

*For Partnership Concerns

[1] Shri Son of resident of

[2] Shri Son ofresident of
carrying on business in co-partnership under the name and style Of
..... at [hereinafter called “the said Contractor” which expression
shall unless the context requires or otherwise include each of them and their respective
heirs, executors, administrators and legal representatives.

*For Companies

S/Shri A company under the Companies Act, 1956 and having its
Registered office at in the State of [hereinafter called “the
said Contractor” which expression shall unless the context requires or otherwise include
its successors and assign].

**Fill in name of the Bank

FORMAT 5

INDEMNITY BOND

Note:

The contractor shall furnish an indemnity bond in non-judicial stamp paper worth Rs.100/- within ten days of the acceptance of the tender as per the format given below:

In consideration of the President of India, this bond of indemnity is hereby made on this day the of 20..... between M/s./Shri..... (hereinafter called the first party) in favour of the Government of India represented by Engineer in charge of the work of (hereinafter called second party)

Whereas the first party is the contractor for the said work and whereas the first party has agreed to comply with the clause 19 of the General Conditions of Contract (GCC) for the said work.

Now this deed witnesses that the first party agrees to be liable to indemnify the Government/ second party in accordance with clause 19 in General Conditions of Contract (GCC) for the said work and shall at all times keep the Government/ second party indemnified against all future claims in respect of the said clause and first party also agrees to indemnify the Government/ second party against or in respect of all charges, costs and damages which the Government/ second party may incur on account of default made by the first party in respect of the said clauses.

In witness whereof the first party has signed this bond on the date first above written in the presence of the following witnesses.

Signature of First party

Witnesses:

1).....

2).....