

**Bank Guarantee for Advance Payment**

We ..... (hereinafter called as 'Bank') do hereby agree to pay on demand in writing from ..... (hereinafter called 'the Owner') of any amount upto and not exceeding Rs. .... (Rupees .....) only to the owner on behalf of M/s ..... (hereinafter called the 'Tenderer') who received an order for ..... against tender No. .... dated ..... (hereinafter called as the 'contract') and whereas the contract provides for payment as advance at the rate of 10% value of the contract by the owner to the Tenderer against this undertaking.

Whereas this guarantee shall be valid and binding on the Bank upto and including ..... and the liability against this guarantee from Bank to the owner shall be limited to the amount remaining outstanding out of 10% advance payment after progressive adjustment of the same in the normal bills for progressive work by the Tenderer.

The liability of the Bank under this guarantee shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded to agree with or without the knowledge of the Bank by or between the owner and the Tenderer.

This guarantee shall remain in full force until ..... and unless a suit or action to enforce a claim under the guarantee is filed against the Bank within 6 months from that date (ie. ....), all the rights of the owner under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability thereon.

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

For and on behalf of the Bank

The above guarantee is accepted by me on behalf of P&E Department,  
Govt. of Mizoram, Aizawl.

Superintending Engineer  
Project Circle-II, (P&E)  
Mizoram : Aizawl

**Form of Bank Guarantee**

(In lieu of Contract/Performance Guarantee Form)

To,

The Superintending Engineer,  
Project Circle-II  
Power & Electricity Deptt.,  
Govt. of Mizoram, Aizawl.

In consideration of the Engineer-in-Chief, Power & Electricity Deptt., Govt. of Mizoram, Aizawl (Hereinafter called 'the Purchaser', the expression of which shall, unless repugnant to the subject or context, include his successors and assigns) having agreed under the terms and conditions of order No..... Dated ..... made between Power & Electricity Deptt., Government of Mizoram, and M/s ..... (hereinafter called 'the said contract') to accept a Deed of Guarantee as herein provided for Rs. .... (Rupees .....) only from a Nationalised or Scheduled Bank in lieu of the Contract Performance Guarantee to be made by the Tenderer or in lieu the deduction to be made from the Tenderer's bills, for the due fulfilment, by the said Tenderer, of the terms and conditions contained in the said contract No..... we, the ..... Bank and having its registered office at ..... (hereinafter referred to as 'the said Bank') do hereby undertake and agree to indemnify and keep indemnified the Power & Electricity Deptt., Govt. of Mizoram from time to time to the extent of Rs. .... (Rupees .....) only i.e. 10% of the total contract value against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Power & Electricity Deptt., Govt. of Mizoram by reason of any breach or breaches by the said Tenderer of any of the terms and conditions contained in Clause 5.0 of the said contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

2. We ..... Bank further agrees that the Purchaser shall be the sole judge of and as to whether the said Tenderer has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Power & Electricity Deptt., Govt. of Mizoram on account thereof and the decision of the Purchaser that the said Tenderer has committed such breach or breaches and as to the amount or amount of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Power & Electricity Deptt., Govt. of Mizoram from time to time shall be final and binding on us.

3. We, the said Bank, further agrees 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 all the dues of the Purchaser under the said contract or by virtue of any of the

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terms and conditions governing the said contract have been fully paid and its claim satisfied or discharged and till the Purchaser certifies in writing that the terms and conditions of the said contract and accordingly discharges this Guarantee subject, however, that the Purchaser shall have no claim under this Guarantee after the expiry of the equipment Guarantee period of 12 calendar months as provided in Clause 'Guarantee' of the said contract or from the date of cancellation 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 of the said equipment Guarantee period.

4. The Purchaser 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 to extent time of performance by the said Tenderer to postpone from any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or for bear from enforcing any of the terms and conditions governing the said contract or securities available to the Purchaser and the said Bank shall not be released from its liability under these presents by any exercise by the Purchaser of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Tenderer or any other forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Tenderer or 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 Purchaser to proceed against the Tenderer before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Purchaser may have obtained or obtain from the Tenderer shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.

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

Dated this..... day of 201....

For and on behalf of the Bank

The above Guarantee is accepted by me on behalf of P&E Department,  
Govt. of Mizoram, Aizawl

Superintending Engineer  
Project Circle-II, (P&E)  
Mizoram : Aizawl

**Form of Earnest Money Deposit  
Bank Guarantee Bond**

WHEREAS, contractor..... (Name of contractor) (hereinafter called “the contractor”) has submitted his tender dated ..... (date) for the construction of ..... (name of work) (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that we ..... (name of bank) having our registered office at ..... (hereinafter called “the Bank”) are bound unto ..... (Name and division of Executive Engineer) (hereinafter called “the Engineer-in-Charge”) in the sum of Rs. .... (Rs. in words .....) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this .....day of .....20 .....

THE CONDITIONS of this obligation are :

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
  - (a) fail or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;  
OR
  - (b) fail or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instruction to contractor,  
OR
  - (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor  
OR
  - (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge up to the above amount upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by his is due to

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him 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 \* ..... after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE .....

SIGNATURE OF THE BANK

WITNESS .....

SEAL

(SIGNATURE, NAME AND ADDRESS)

\* Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.