

Part IV
Security Forms

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PROFORMA OF BANK GUARANTEE FOR INITIAL MOBILISATION ADVANCE

(To be stamped in accordance with Stamp Act)

Ref:.....

Bank Guarantee No:.....

Date:.....

To,
The Executive Director (Contract & Procurement)
North Eastern Electric Power Corporation Ltd.,
Brookland Compound
Lower New Colony, Shillong-793003
Meghalaya, India.

Dear Sir,

In consideration of the North Eastern Electric Power Corporation Ltd., (hereinafter referred to as the "**Corporation**" which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrator or and assigns) 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 or and assigns) a Contract for theName of the work.....(hereinafter referred as the "**Contract**" on terms and conditions set out, inter-alia in the Purchaser's letter of Intent No..... valued at Rs.....(Rupees.....) only and the Corporation having agreed to make an advance payment of Rs.....(Rupees.....) only for utilizing it for the purpose of Initial Mobilisation in terms of Contract Agreement No..... on his furnishing a guarantee as herein provided from a Nationalised Bank/Scheduled Bank.

1. We.....(Name of Bank).....having our registered Office at(hereinafter referred to as the "**Bank**" which expression shall unless repugnant to the context or meaning thereof included its successors and assigns) do hereby guarantee, the due recovery by the Corporation of the said advance with interest @ hereon as provided, according to terms and conditions of the Contract. If the said Contractor fails to utilize the said advance for the purpose of the Contract and or the said advance together with interest thereon is not fully recovered by the Corporation, we, the "Bank" hereby unconditionally and irrevocably undertake to pay to the Corporation on demand and without demur, reservation, contest, recourse or protest and without any reference to the Contractor and without waiting for outcome/award of any dispute, litigation whatsoever in this regard pending before any Court, Tribunal, Arbitrator etc. to the extent of the sum of Rs.....(Rupees.....) only against any claim made by the Corporation on us for the loss or damage caused to or suffered by the Corporation by reason of the Corporation not being able to recover in the full amount of Rs.....(Rupees.....) only with interest as aforesaid.
2. We, the "Bank" further agree that the Corporation shall be sole judge of 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 Corporation on account of the said advance together with interest not being recovered in full and decision of the Corporation 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 of loss or damage caused to or suffered by the Corporation 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 from issuance of this BG.....(Date of issuance of BG).... till the said advance with interest has been fully recovered on(date of last recovery of the said advance).....and the Corporation's claims satisfied or discharged and till Corporation certifies that the said advance with interest has been fully recovered from the said Contractor, and accordingly shall have no claim under this guarantee after(Date of last recovery of the said advance)..... unless a notice of the claim under this Guarantee has been served on the bank before the expiry of the 3 months from.....(Date of last recovery of the said advance)..... in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after.....(Date of last recovery of the said advance)...
4. The "Corporation" shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee 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 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 security available to the Corporation and the said Bank shall not be released from its liability under these presents by any exercise by the Corporation 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 Corporation or any indulgence shown by the Corporation to the said Contractor 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 Corporation to proceed against the Contractor before proceedings against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Corporation may be obtained or obtain from the Contractor shall at the 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 Corporation in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

The "Bank" also agrees that the Corporation shall at its option be entitled to enforce this guarantee against the Bank as a principal debtor, in first instance notwithstanding any other security or guarantee that it may have in relation to the Contractor's liabilities of the said advance.

7. The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the Corporation and the Contractor and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority and that any payment made by the bank to the Corporation under the guarantee bond shall be deemed to have been rightfully and lawfully made.
8. Lastly the "Bank" also assures that the guarantee bond will not be discharged due to the change in the constitution of the Bank or the Contractor.

9. Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.....(Rupees.....) only and it will remain in force upto and including.....(Date of last recovery of the said advance).....with claim period upto and including.....(Date upto 3 months after expiry of date of last recovery of the said advance).....and shall be extended from time to time for such periods as may be advised by the Corporation who is the beneficiary under this guarantee and in the event if the Contractor fails to comply such extension within the validity period, this shall be treated as a claim by the Corporation on the Bank.

Dated this day of20.....at

Witness

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

Designation with
Bank Stamp
Authority as per Power
of Attorney No.....

Dated.....

- Note:** (1) The BG shall be submitted from a Nationalized Bank/ Scheduled Bank in India.
- (2) In case of Bank Guarantee issued by a Foreign Bank the same shall be confirmed by State Bank of India, New Delhi Main Branch.

PROFORMA OF BANK GUARANTEE FOR ADVANCE

(To be stamped in accordance with Stamp Act)

Ref:.....

Bank Guarantee No:.....

Date:.....

To,

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

Dear Sir,

In consideration of the North Eastern Electric Power Corporation Ltd.; (hereinafter referred to as the "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrators or and assigns) having awarded to M/s.with its registered office at.....(herein after referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors or and assigns) a Contract (hereinafter referred as the Contract) for the(Scope of work) on terms and conditions set out, inter-alia in the Purchaser's Letter of Intent No.datedvalued at ` (Rupees) only and the Purchaser having agreed to make an advance payment of ` (Rupees.....) only for utilising it for the purpose of the contract on his furnishing a guarantee as herein provided from a Nationalised Bank/Scheduled Bank.

We, (Name and address of the Bank) (herein-after called to as the said Bank) having our registered office at..... do hereby guarantee, the due recovery by the Corporation of the said advance with interest @ hereon as provided, according to terms and conditions of the Contract. If the said Contractor fails to utilise the said advance for the purpose of the Contract and or the said advance together with interest thereon is not fully recovered by the Corporation, we,..... (Name of the Bank) here by unconditionally and irrevocably undertake to pay to the Corporation on demand and without demur, reservation, contest, recourse or protest and without any reference to the Contractor and without waiting for outcome/award of any dispute, litigation whatsoever in this regard pending before any Court, Tribunal, Arbitrator etc. to the extent of the said sum of `(Rupees.....) only against any claim made by the Corporation on us for the loss or damage caused to or suffered by the Corporation by reason of the Corporation not being able to recover in the full amount of `(Rupees.....) only with interest as aforesaid.

We,(Name of the Bank) further agree that the Corporation shall be sole judge of and as to whether the said Contractor has not utilised 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 Corporation on account of the said advance together with interest not being recovered in full and decision of the Corporation that the said Contractor has not utilised the said advance or any part there-of for the purpose of the Contract and as to the amount of loss or damage caused to or suffered by the Corporation shall be final and binding on us.

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 Corporation's

claims satisfied or discharged and till Corporation certifies that the said advance with interest has been fully recovered from the said Contractor, and accordingly shall have no claim under this guarantee after..... months from the date of satisfactory completion of the said Contract (as per certificate issued by the Corporation) whichever is earlier unless a notice of the claim under this Guarantee has been served on the bank before the expiry of the said period ofmonths 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 months.

The "Corporation" shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee 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 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 security available to the Corporation and the said Bank shall not be released from its liability under these presents by any exercise by the Corporation 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 Corporation or any indulgence shown by the Corporation to the said Contractor 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.

It shall not be necessary for the Corporation 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 Corporation may be obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.

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

The Bank also agrees that the purchaser shall at its option be entitled to enforce this guarantee against the Bank as a principal debtor, in first instance notwithstanding any other security or guarantee that it may have in relation to the Contractor's liabilities of the said advance.

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the purchaser and the supplier and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority and that any payment made by the bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.

Lastly the Bank also assure that the guarantee bond will not be discharged due to the change in the constitution of the bank or the Contractor.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to `..... (Rupees.....) only and it will remain in force up to and including and shall be extended from time to time for such periods as may be advised by the Purchaser who is the beneficiary under this guarantee and in the event if the Contractor fails to comply such extension within the validity period, this shall be treated as a claim by the purchaser on the Bank.

Dated this day of20.....at

Witness

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)
.....

Designation with
Bank Stamp
Authority as per Power
Of attorney No.....
Dated.....

- Note:** (1) The BG shall be submitted from a Nationalized Bank/ Scheduled Bank in India.
- (2) In case of Bank Guarantee issued by a Foreign Bank/Non-Nationalised Bank the same shall be confirmed by any of the Nationalised Banks in India.

MODEL FORM OF BANK GUARANTEE (In lieu of Security Deposit)
(To be stamped in accordance with Stamp Act)

Guarantee No.....

Place.....

Date.....

To

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

In consideration of North Eastern Electric Power Corporation Ltd.; (hereinafter called "the Corporation") having agreed to exempt (Name and address of the Contractor) (hereinafter called the said Contractor) from the demand, under the terms and conditions of Work Order No Dated issued by the North Eastern Electric Power Corporation Ltd.; for the work (Name of the work) (hereinafter called the said work order) of security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said work order, on production of a Bank Guarantee for `.....(Rupees.....) only, we(Name and address of the Bank) (hereinafter referred to as "the Bank") at the request of(Name and address of the Contractor) do hereby undertake to pay to the North Eastern Electric Power Corporation Ltd.; an amount not exceeding `..... (Rupees) only against any loss or damage caused to or suffered by the Corporation by reason of any breach by the said Contractor of any of the terms or conditions contained in the said work order.

We (Name and address of the Bank) do hereby undertake to pay the amounts due and payable under the Guarantee without any demur, reservation, contest, recourse or protest and without any reference to the Contractor and without waiting for outcome/award of any dispute, litigation whatsoever in this regard pending before any Court, Tribunal, Arbitrator etc. merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or suffered by the Corporation by reason of breach by the said Contractor of any of the terms or conditions contained in the said work order or by reasons of the contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding `..... (Rupees.....) only.

We(Name and address of the bank) undertake to pay the Corporation 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 this present being absolute and unequivocal.

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

We(Name and address 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 work order and that it shall continue to be enforceable till all the dues of the North Eastern Electric Power Corporation Ltd. under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the..... (date) we shall be discharged from all liability under this guarantee thereafter.

We..... (Name and address of the Bank) further agree that the North Eastern Electric Power Corporation Ltd. 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 Work Order/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 Corporation against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Work Order 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 or omission on the part of the Corporation or any indulgence shown by the North Eastern Electric Power Corporation Ltd. to the said Contractor or by any such matter or thing whatsoever which under the law 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 Bank or the Contractor.

This guarantee shall come into force immediately and continue in force and remain valid till 15 (fifteen) months after the completion of all the works under the said detailed Work Order which according to the said Agreement should be 15 (fifteen) months from the probable date of completion i.e. (date of completion) as per the Contract or any extension of time granted subsequently.

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the purchaser and the supplier and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority and that any payment made by the bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.

This guarantee shall be extended from time to time as may be desired by the North Eastern Electric Power Corporation Ltd.; who is the beneficiary under this guarantee and in the event if the Contractor fails to comply such extension within the validity period, this shall be treated as a claim by the Corporation on the Bank.

We (Name and address of the Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the North Eastern Electric Power Corporation Ltd.; in writing.

Dated this day of20.... at

Place

Witness

.....
(Signature)

(Signature).....

.....
(Name)

.....
(Name)

.....
(Official Address)
.....

Designation with
Bank Stamp.....
Authority as per Power
Of attorney No.....
Dated

- Note: - (1) The BG shall be submitted from a Nationalised/ Scheduled Bank in India.
(2) In case of Bank Guarantee issued by a Foreign Bank/Non- Nationalised Bank
the same shall be confirmed by any of the Nationalised Banks in India.

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
(To be stamped in accordance with Stamp Act)

Ref:..... Bank Guarantee No.....

Date:.....

To,

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

Dear Sirs,

In consideration of the North Eastern Electric Power Corporation Ltd., Shillong (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. _____ with its Registered/Head Office _____ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, or and assigns) a Contract by issue of Purchaser's Letter of Intent No. _____ Dated _____ and the same having been unequivocally accepted by the Contractor resulting in a "Contract" valued at ` _____ (Rupees _____) only for _____ (scope of the Contract) and the Contractor having agreed to provide a Contract performance Guarantee for the faithful performance of the entire Contract equivalent to 10 (ten) percent) (The value has been reduced to 3% of the value of the contract till 31-03-2023 as per MOF, DOE O.M No. 9/4/2020-PPD Dtd. 12-11-2020 & 30-12-2021) of the said value of the Contract to the Purchaser.

We _____ (name & address of the bank) at _____ (hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors or and assigns) do hereby guarantee and undertake to pay the Purchaser, on demand any and all money payable by the Contractor to the extent of ` _____* _____ (Rupees _____) as aforesaid at any time upto _____** _____ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the bank shall be conclusive and binding notwithstanding any difference between the Purchaser and Contractor or any dispute pending before any court, Tribunal, Arbitrator or any other Authority. The bank undertakes not to revoke this guarantee during its currency without prior consent of the Purchaser and further agree that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to extend the time for performance of the contract by the Contractor. The Purchaser 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 forebear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason or any 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 bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractor's Liabilities.

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the Purchaser and the supplier/contractor and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority and that any payment made by the bank to the Purchaser under this guarantee bond shall be deemed to have been rightfully and lawfully made.

Lastly the Bank also assures that the guarantee bond will not be discharged due to the change in the constitution of the Bank or the Contractor.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to ` _____ * (Rupees _____) only and it will remain in force upto and including ** _____ and shall be extended from time to time for such periods as may be advised by the Purchaser who is the beneficiary under this guarantee and in the event if the Contractor fails to comply such extension within the validity period, this shall be treated as a claim by the Purchaser on the bank.

Dated this day of20.... at

WITNESSES:

Signature_____

(Signature)

Name: _____

(Name)

Designation with bank stamp
Authority as per Power
of Attorney No. _____

(Official Address)

Dated: _____

Note:

1. * This sum shall be 10% (Ten percent) (The value has been reduced to 3% of the value of the contract till 31-03-2023 as per MOF, DOE O.M No. 9/4/2020-PPD Dtd. 12-11-2020 & 30-12-2021) of Contract Price.
** The date of validity of this Bank Guarantee will be 60 (sixty) days after the end of the warranty period or as specified in the Contract.
The stamp papers of appropriate value shall be purchased in the name of the Bank issuing the Guarantee.
2. The BG shall be submitted from a Nationalized Bank/Scheduled Bank in India.
3. In case of Bank Guarantee issued by a Foreign Bank/ Non-Nationalized Bank the same shall be confirmed by any of the Nationalised Banks in India.

FORM OF BANK GUARANTEE (in lieu of earnest money)

[To be stamped in accordance with Stamp Act]

Guarantee No.:

Place:_____

Date:_____

To,

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

Whereas the North Eastern Electric Power Corporation Limited, Shillong (hereinafter referred to as the Corporation) has called for tender forin connection with theProject, vide NIB No. _____Dated _____and whereas_____ (hereinafter referred to as the Contractor) has submitted tender/tenders for the aforesaid works / supply.

And whereas one of the conditions of the tender is that the intending bidders should furnish, in lieu of Earnest Money, a Bank Guarantee for ` _____ (Rupees) only alongwith the tender.

Now, therefore this witnesseth:

We, the _____ (name and address of the bank) having its registered office at _____ (hereinafter referred to as the Bank) in consideration of the Corporation entertaining the tender submitted by the contractor do hereby agree with the Corporation.

That it shall in the event of the Contractor failing to keep open the tender for acceptance for a period of three calendar months from the date of opening of the tender and for failing to execute an agreement in the form prescribed incorporating the terms and conditions of contract as per the tender submitted by him and accepted by the Corporation with or without modifications within 30 (thirty) days from the date of acceptance of the tender or to renew this guarantee for a further period as demanded by the Corporation, pay to the Corporation without any demur, reservation, contest, recourse or protest and or without any reference to the Contractor and without waiting for the results of any litigation, dispute whatsoever in this connection pending before any Court, Tribunal, Arbitrator or any other authority and on a mere demand by the Corporation, the sum of ` _____ (Rupees _____) only.

That as to whether the occasion has arisen for the demand of the amount covered by the Bank Guarantee, the decision of the Corporation shall be final and shall be accepted by the Bank without any reference to the contractor.

That the Guarantee herein contained shall remain in full force and effect during the period taken for finalising the contract and execution of the agreement.

That it shall continue to be enforceable until the Guarantee is fully discharged.

That this Bank Guarantee shall be enforceable against the Bank even if any negotiable instrument shall be outstanding against the Bank at the time of the proceeding.

That is to give effect to the Guarantee, the Corporation shall be at liberty to act as though the Bank were the principal debtors.

That the Bank shall not be released of its obligation under this Guarantee by any exercise by the Corporation of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission on the part of the Corporation or any other indulgence shown by the Corporation or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

That the Guarantee shall remain in full force and effect notwithstanding any neglect or forbearance or delay in the enforcement of the same.

And that the Bank shall not revoke the Guarantee during its currency except with the previous consent in writing of the Corporation.

Notwithstanding, anything contained hereto before it is mutually agreed.

That the liability under this Bank Guarantee shall not exceed ` _____
(Rupees _____) only.

That it shall be in full force only for a period up to and it will hold good for any demand made by the Corporation, in the meanwhile.

And that if any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from the Corporation and failure to comply such required extension by the contractor shall be treated as claim of the above mentioned sum by the Corporation upon the Bank.

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the Purchaser and the supplier/Contractor and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority and that any payment made by the Bank to the Purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.

Lastly, the Bank also assures that the guarantee bond will not be discharged due to the change in the constitution of the bank or the Contractor.

In witness where-of I _____
_____, the Agent / Manager of the Bank, who is duly authorized in this
behalf as per rules of the Bank hereby set my hand and seal to this on this
_____ the day of _____/_____.

Witness

(Signature)

(Name).....

(Signature)

(Name).....

Designation with

Bank Stamp

Authority as per Power

of Attorney No.

.....
(Official Address)

.....

Dated.....

- Note: - (1) The BG shall be submitted from a Nationalised/ Scheduled Bank in India.
(2) In case of Bank Guarantee issued by a Foreign Bank/Non- Nationalised Bank
the same shall be confirmed by any of the Nationalised Banks in India.

**MODEL FORM OF BANK GUARANTEE (FOR THE CONVERSION OF CASH AMOUNT
OF SECURITY DEPOSIT)**

(On Bank's Letter Head with Adhesive Stamp)

Bank Guarantee No:-

Date:-

Place:-

To

We, the _____ Bank (hereinafter referred to as "the said Bank") and having our registered office at _____ do hereby undertake and agree:

1. To indemnify and keep indemnified the North Eastern Electric Power Corporation Limited, (hereinafter referred to as "the Corporation" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) to the extent of ` _____ (Rupees _____) only on behalf of *(see note at the end) _____ (hereinafter referred to as "the Bidder") in lieu of an equal cash amount of security deposit deposited by the said Bidder and/or deducted by the said Corporation from the bills of the said Bidder and which the said Corporation has agreed to convert against a bank guarantee into the said Corporation under the provisions of the Contract Agreement No. _____ (hereinafter referred to as "the said Contract") made between the said Corporation and the said Bidder in connection with the Construction of _____ at a total cost of ` _____ (Rupees _____) only.
2. We, the said Bank also do hereby agree to pay unequivocally and unconditionally within 48 (Forty eight) hours on demand, in writing from the said Corporation of any amount upto and not exceeding ` _____ (Rupees _____) only to the said Corporation for any purpose or cause or on any account whatsoever under the provisions of the said Contract in which respect the decision of the said Corporation shall be final and binding on us.
3. Provided that it shall not be necessary for the said Corporation to proceed the said Corporation before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security and the said Bidder shall at the time when proceedings are taken against us as hereunder be outstanding or unrealised.
4. We, the said Bank, further agree with this guarantee shall be valid and binding on us upto and including _____ and shall not be terminable by notice or any change in the constitutions of the said Bank or the said bidder or by any other reasons whatsoever and our liability hereunder shall not be impaired _____ or discharged by any extension of time or variations or alteration or alterations made, given, conceded or agreed with or without our knowledge or consent, by or between the parties to the said Contract.
5. We also undertake not to revoke this guarantee during its currency except with the previous consent, in writing of the said Corporation.
6. Our liability under this guarantee is restricted to ` _____ (Rupees _____) Only. Our guarantee shall remain in force until _____ unless a suit or action to enforce a claim under the guarantee is filed against us within six months from that date all your

rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Witness _____

Dated, the _____ the day of _____/20____

For and on behalf of the Bank
Bank's common Seal.

The above Guarantee is accepted by the Corporation.

For and on behalf of the Corporation

Dated _____ (Name and Designation)

Note:

*** For Proprietary Concern:**

Shri _____ s/o _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "The said Bidder" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representative).

*** For Partnership Concern:**

M/s _____ a partnership firm with its registered office at _____ (hereinafter called "The said Bidder" which expression shall unless the context requires otherwise include their respective heirs, executors, administrators and legal representatives), the names of their partners being

1. Shri _____ s/o _____

2. Shri _____ s/o _____

*** For Companies:**

M/s _____ a company registered under the Companies Act, 1956 and having its registered office at _____ in the State of _____ (hereinafter called "The said Bidder" which expression shall unless the context requires otherwise include its heirs, executors, administrators and legal representatives).

**BANK GUARANTEE FOR REMOVAL OF TOOLS, PLANT AND EQUIPMENT
FROM THE SITE**
(ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)

Bank Guarantee No:-

Date:-

Place:-

To

In consideration of the President of India through their agent the North Eastern Electric Power Corporation Limited, represented by _____ (hereinafter called "the Owner" 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 *(see note at the end) _____ and the President of India (Owner) in connection with _____ (hereinafter called "the said Contract") to permit the bidder to remove the plant and equipment mentioned in the schedule hereto hypothecated to the owner as security against a loan of ` _____ (Rupees _____) with interest as provided in the Contract granted to the bidder on his furnishing and acceptable Bank Guarantee, we the _____ Bank (hereinafter referred to as "the said Bank") and having our registered office at _____ do hereby undertake and agree to :

1. Indemnify and keep indemnified the owner from time to time to the extent of ` _____ (Rupees _____) only against any loss or damage, cost, charges and expenses caused to or suffered by the owner any reason of the bidder failing to bring back to the site the said plant and equipment or any part thereof and to unconditionally pay the amount claimed by the owner on demand and without demur to the extent aforesaid.
2. We, _____ bank further agree that the owner shall be the sole judge of and as to whether the said bidder has failed to bring the said plant and equipment or any part thereof back to the site and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the owner on account thereof and the decision of the owner that the said bidder has so failed and as to the amount or amounts of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the owner from time to time shall be final and binding to us.
3. We, the said bank further agree that the guarantee herein contained shall remain in full force and effect till the owner certifies that the said plant and equipment have been brought back to the site or the said loan of ` _____ (Rupees _____) with interest has been repaid to the owner in full, and accordingly discharge this guarantee subject, however, that the owner shall have no claim under this guarantee after _____ years of the date of completion of the Contract 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 period of _____ years 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 _____ years.

4. The owner shall have the fullest liberty without effecting in any way the liability of the bank under this guarantee of indemnity, from time to time to vary any of the terms and conditions of the said Contract or the loan or to extent time of performance 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 governing the said Contract or securities as available to the owner and the said bank shall not be released from its liability under these presence by any exercise by the owner or the liberty with reference to the matter aforesaid or by reason to 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 of any matter, thing whatsoever which under the law relating to sureties would but for this provision have the effect so releasing the bank from its such liability.
5. It shall not be necessary for the owner to proceed against the bidder before proceeding against the bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the owner may have obtained or obtain from the bidder shall at the time when proceeding are taken against the bank hereunder be outstanding or unrealised.
6. We, the said bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the owner, in writing and agree that any change in the constitution of the said bidder or the said bank shall not discharge or liability hereunder.

Witness _____

Dated, the _____ the day of _____/20____

For and on behalf of the Bank
Bank's common Seal.

The above Guarantee is accepted by the Corporation.
For and on behalf of the Corporation
Dated _____ (Name and Designation)

Note:

** For Proprietary Concern:*

Shri _____ s/o _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "The said Bidder" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representative).

** For Partnership Concern:*

M/s _____ a partnership firm with its registered office at _____ (hereinafter called "The said Bidder" which expression shall unless the context requires otherwise include their respective heirs, executors, administrators and legal representatives), the names of their partners being

1. Shri _____ s/o _____
2. Shri _____ s/o _____

** For Companies:*

M/s _____ a company registered under the Companies Act, 1956 and having its registered office at _____ in the State of _____ (hereinafter called "The said Bidder" which expression shall unless the context requires otherwise include its heirs, executors, administrators and legal representatives).

INDEMNITY BOND
(TO BE DRAWN UP IN NON-JUDICIAL STAMP PAPER)

This INDENTURE made on the day of _____ 20 ____ between _____
(herein after called the Contractor on the ONE PART and the North Eastern Electric Power Corporation Ltd. (hereinafter called NEEPCO Ltd. which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) on the OTHER PART.

WHEREAS against Order No.: _____(herein after called the said Order) and the Agreement the Contractor have agreed to execute the work of _____ to the North Eastern Electric Power Corporation Ltd., Shillong and whereas the Contractor have applied to NEEPCO Ltd., that they may be allowed to retain quantities of materials/equipment as required for construction of the work etc. belonging to the North Eastern Electric Power Corporation Ltd., at the site and at their cost for purpose of the said order and the said Agreement. Now THIS INDENTURE WITNESSETH that in purpose of the said order and the said Agreement the Contractor do hereby covenant and agree with NEEPCO Ltd., and declare as follows:

1. That the Contractor shall make at their own cost all necessary and adequate agreements for the proper watch, safe custody and protection against all risks of the quantities of materials/equipment issued to them and that until used in the construction of the work and delivered to the Project Authority of(Name of Project), as aforesaid the quantities of materials/equipment shall remain at the site of the Contractor and in their custody and their own responsibility and shall at all times be open for inspection by the NEEPCO officers deputed by Project Authority,(Name of Project). In the event of the said quantities of materials/equipment or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quantity as required by the Corporation at the Contractor's cost.
2. That the said materials shall not on any account be removed from the Contractor's site except with the written permission of the Executive Director(C), Contracts & Procurement, NEEPCO Ltd., Shillong or an Officer authorized by him on that behalf.
3. That in event of any conflict between the provision these presents and the said Agreement the provision of these presents shall prevail and in the event of any dispute or difference arising ever the construction effect of these presents the settlement of which has not been here-in-before expressly provided or the same shall be referred to the Executive Director (C), Contracts & Procurement, NEEPCO Ltd., Shillong whose decision shall be final and provisions of the Indian Arbitration Act for the time being in force shall apply to any such reference.
4. If at any time for any reason recourse has to be taken to Court of Law for any matter arising out of this Contract, the proper form shall be Shillong in the State of Meghalaya where the said Agreement has been signed in acceptance.

IN WITNESS WHEREOF the Executive Director (C), Contracts & Procurement, NEEPCO Ltd., Shillong for and on behalf of the North Eastern Electric Power Corporation Ltd., Shillong and the said _____ have herein set their respective hands and seals on the day and year first above written at Shillong in the State of Meghalaya, India.

SEALED AND DELIVERED

Signed by:

By the Contractor in presence of:

For and on behalf of North Eastern Electric Power Corporation Ltd., Shillong.

1st Witness:

1st Witness:

2nd Witness:

2nd Witness:

.....

PROFORMA OF HYPOTHECATION DEED FOR NEW CONSTRUCTION EQUIPMENT

(Refer Clause 71(ii) (Advance for Plant and Equipment) of
Conditions of Contract, Part-III, Vol-1)

THIS INDENTURE MADE this _____ year _____
between _____ (Name of Contractor) with its registered office at
_____ (Address) (herein after 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 one part and
the _____ (Name and address of the Employer) with
its registered office at _____ (Address) (herein after referred to as
"the Employer" which expression shall unless repugnant to the context or meaning thereof,
include its successors, administrators, executors, assigns).

WHEREAS

Pursuant to Conditions of Contract, Clause No. 71(ii) (Advance for Plant and Equipment)
under Part-III, Volume-1 of the Bid Document under Contract Agreement
No. _____ dated _____ for construction/ execution
of _____ (Name of Works) at _____ (Name of
Work Site) the Employer at the request of Contractor agreed to make advance to the
Contractor up to a limit of ` _____ (Rupees _____) against hypothecation
of unencumbered Construction Equipment at 90% value of new construction Equipment
subject to a maximum of 10% (ten percent) of the Contract Sum brought by the Contractor
to the Site for bonafide use on the said work on the terms and conditions hereinafter
appearing.

NOW THIS INDENTURE WITNESETH AND IT IS HEREBY AGREED AND DECLARED BY
AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- i) That in consideration of the sum of ` _____ (Rupees _____)
_____ agreed to be advanced by the Employer to the Contractor, the
construction Equipment of the Contractor fully described in the schedule hereto,
which the Contractor declares as his absolute and unencumbered property, having
fully and wholly paid the cost thereof and which has been brought to the Site, stand
hypothecated by way of first and specific charge as security for the repayment to the
Employer on demand, of the said sum of ` _____ (Rupees
_____) or so much thereof as from time to time remain due and outstanding,
with costs and expenses thereof.
- ii) That the recovery of advance shall commence in the next interim payment bill /
statement following that in which the total of all gross interim payment statement
approved by the Employer has reached 10 (ten) percent of the Contract Price and
shall be made prorata of advance payment released from the gross payment of all
interim payment statement in the types and proportionate amounts of currencies of
the advance payment in such a manner that the advance payment shall be
completely repaid prior to the time when 80 (eighty) percent of the Contract Price has
been certified for payment. The gross payment shall mean and include the payment
towards scheduled items, extra items, deviated items, altered items including price
adjustments for the purpose of this sub clause only.
- iii) That the Contractor has insured the Construction Plant & Equipment listed in the
schedule for their full value at his cost, against loss or damage (as per clause 71(ii))

of CC) with an Insurance Company has been notified that the EMPLOYER has interest in the said policy. The Contractor undertakes to maintain this Insurance Policy in force till such time as the advance is fully repaid to the EMPLOYER.

- iv) That the Contractor hereby undertakes not to remove the Construction Equipment described in the schedule from the site without the written permission of the EMPLOYER.
- v) That the Contractor hereby undertakes that he will not sell, transfer, convey, pledge or otherwise encumber or part with the said Construction Equipment described in the schedule until the aforesaid sum of advance is fully repaid to the EMPLOYER.
- vi) That the Contractor shall keep and maintain the Construction Equipment in good working condition and shall not do any thing to impair the value of the said Construction Equipment except for normal depreciation and wear and tear and in the event of any loss or damage arising out of causes other than normal wear and tear during the period of hypothecation, the Contractor shall make good such losses or damage to the satisfaction of the EMPLOYER failing which the EMPLOYER shall be entitled to recover the cost of such loss or damage from the Security Deposit or from any money due to the Contractor.
- vii) That in the event of the Contractor not repaying the aforesaid advance on demand or in the event of the Contractor discontinuing or not completing the works entrusted to the Contractor by the EMPLOYER in terms of the Contract agreement or in the event of the Contractor becoming insolvent, the EMPLOYER will be at liberty to take immediate possession of the said Construction Equipment and sell or otherwise dispose of the same either by public auction or by private contract and appropriate the said proceeds there of after meeting the expenses of such sale, towards payment of outstanding advance without prejudice to the Employer's other rights and remedies under the said Contract.
- viii) That the EMPLOYER shall also be entitled without prejudice to the Employer's other rights and remedies under the said agreement, to realize the amount advanced or so much thereof as shall remain due and outstanding from any dues and Security Deposits of the Contractor in respect of the said Contract and / or any other contract with EMPLOYER.

In present of

(Signature of Contractor)

1. _____

2. _____

In present of

(Signature of Employer)

1. _____

2. _____

Note: The Bidders are not required to fill this Proforma.