

**INSTRUCTION FOR FILLING UP BANK GURANTEE FOR BID BOND**

1. The Bank Guarantee should be stamped in accordance with the stamp Act in case the same is issued by a Nationalized Bank or a Scheduled Bank in India.
2. The non –judicial stamp paper should be in the name of the issuing Bank.
3. The period of 2(Two) months or 60 (Sixty) days mentioned in Clause 6 should be available after expiry of the validity period of the tender or any extension thereof.

**PROFORMA OF BANK GURANTEE FOR BID BOND**

**ANNEXURE-I.**

To be submitted with “Unpriced Bid”

Ref :

Bank Guarantee No. \_\_\_\_\_

Date \_\_\_\_\_

**GOVERNMENT OF NAGALAND  
OFFICE OF THE GENERAL MANAGER  
NAGALAND STATE TRANSPORT  
NAGALAND : DIMAPUR.**

Dear Sir/(s),

1. Whereas Govt of Nagaland, having its Nagaland State Transport Department at Dimapur (hereinafter called “GOVERNMENT OF NAGALAND”) has floated Tender No. \_\_\_\_\_ and M/s. \_\_\_\_\_ having registered/ head office at \_\_\_\_\_ (herein after called the “Bidder” which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and assigns) have submitted a quotation reference No. \_\_\_\_\_ and Bidders having agreed to furnish as a condition precedent for participation in tender an unconditional and irrevocable bank guarantee of Rs. \_\_\_\_\_ Lakhs (Rupees \_\_\_\_\_) only per helicopter for the due performance of Bidders obligations as contained in the terms of Invitation of Bid (IoB) and others terms and conditions contained in the Tender Documents supplied by GOVERNMENT OF NAGALAND, especially the conditions that (a) Bidder shall keep his tender open up to \_\_\_\_\_, \_\_\_\_\_ as or any extension thereof and shall not withdraw/or modify it in a manner not acceptable to GOVERNMENT OF NAGALAND, (b) The Bidder will execute the contract, if awarded, and shall furnish Performance Guarantee in the format prescribed by GOVERNMENT OF NAGALAND within the required time. The Bidder has absolutely and unconditionally accepted these conditions. GOVERNMENT OF NAGALAND and the Bidder have agreed that the tender documents are an offer made on the required time. The Bidder has absolutely and unconditionally

accepted these conditions. GOVERNMENT OF NAGALAND and the Bidder have agreed that the tender documents are an offer made on the condition that the tender, if submitted, would be kept open in its original form without variation or modification in a manner acceptable to GOVERNMENT OF NAGALAND for the period from \_\_\_\_\_ to \_\_\_\_\_ or any extension thereof and that the making of the tender itself shall be regarded as an unconditional and absolute acceptance of the condition contained in the IOB and the tender documents.

They have further agreed that the contract consisting of the IOB/ Documents as the offer and the submission of the tender as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the tender is finally accepted by GOVERNMENT OF NAGALAND. The consideration for this separate initial contract preceding the main contract is that GOVERNMENT OF NAGALAND is not agreeable to give the IOB/Tender Documents to the Bidder and to consider the tender to be made except on the condition that the tender shall be kept open for the period indicated above and the Bidder desires to make a tender on this condition and after entering into this separate initial contract with GOVERNMENT OF NAGALAND promises to consider the tender on this condition and the Bidder agrees to keep the tender open for the required period. The reciprocal promises form the consideration for this separate initial contract between the parties.

2. Therefore, we \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/ registered office at \_\_\_\_\_(hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrator and executors hereby issue this irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing all monies to the extent of Rs. \_\_\_\_\_ lakhs (Rupees \_\_\_\_\_) only per helicopter at any time immediately on such demand without any demur, reservation, recourse, context or protest and/ or without any reference to the Bidder and any such demand made by GOVERNMENT OF NAGALAND on the Bank shall be conclusive and binding notwithstanding any difference between GOVERNMENT OF NAGALAND and the Bidder or any dispute pending before any court, arbitrator or any other authority and/ or any other matter whatsoever, we also agree that the guarantee herein contained shall be irrevocable unless it is discharged earlier by GOVERNMENT OF NAGALAND in writing. This guarantee shall not be determined/ discharged/ affected by the liquidation winding up dissolution, or insolvency of the Bidder and will remain valid, binding and operative against the bank.
3. The Bank also undertakes that GOVERNMENT OF NAGALAND at its option shall be entitled to enforce this Guarantee against the Banks a principal debtor, in the first instance, without proceeding against the Bidder.
4. The Bank further agree that as between the Bank and GOVERNMENT OF NAGALAND for the purpose of this guarantee any notice for the breach of the condition contained in IOB and other terms and conditions contained in the

Tender documents as referred above, given to the Bank by GOVERNMENT OF NAGALAND SHALL BE CONCLUSIVE AND BINDING ON Bank without any proof notwithstanding any other matter of difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of GOVERNMENT OF NAGALAND or that of the Bidder. We also undertake not to revoke in any case this guarantee during its currency.

5. The Bank agrees with the GOVERNMENT OF NAGALAND that GOVERNMENT OF NAGALAND SHALL have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability for any forbearance, act of omission and commission on the part of GOVERNMENT OF NAGALAND or by reason of any such variation or extension for the validity period or indulgence shown by GOVERNMENT OF NAGALAND to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. \_\_\_\_\_ Lakhs (Rupees \_\_\_\_\_) only per helicopter in aggregate and it shall remain in full force up to and including two months after \_\_\_\_\_ unless extended further from time to time for the period as may be instructed in writing by M/s. \_\_\_\_\_ on whose behalf this Guarantee has been given in which case it shall remain in full force up to and including two months after the expiry of extended period. Any claim under this Guarantee must be given in which case it shall remain in full force up to and including one month after the expiry of extended period.

Any claim under this Guarantee must be received by us before the expiry of two months from \_\_\_\_\_ or before the expiry of two months after the expiry of extended period, if any. If no such claim has been received by us within two months after the said date/extended date, the rights of GOVERNMENT OF NAGALAND under this Guarantee will cease subject to para 7. However, if such a claim has been received by us within and up to two months after the said date/extended date, all rights of GOVERNMENT OF NAGALAND under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the Bidder(hereinafter referred to a Bidder) the validity of this Bank Guarantee will stand automatically extended until the Bidder furnishes to GOVERNMENT OF NAGALAND a Bank Guarantee for 10% of contract value towards performance guarantee for satisfactory performance of the contract. In case failure to furnish performance bank in the format prescribed by GOVERNMENT OF NAGALAND by required date, the claim must be submitted to us within 60 days after the last date of validity period or extended period, if no such claim has been received by us within 60 days as after the said

date/extended date, all the rights of GOVERNMENT OF NAGALAND under the Guarantee will cease. However, if such a claim has been received by us within and up to 60 days after the said date/extended date, all the rights of GOVERNMENT OF NAGALAND under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

8. The Bank confirms that this has been issued with the approval of appropriate Exchange Control Authority in \_\_\_\_\_ and any other (indicate the name of the country of issue of Guarantee) authority if required as per the laws of the country of issue of Guarantee.

We also agree that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts.

The Bank also agrees that courts of the place from where tenders have been invited shall have exclusive jurisdiction.

In witness where of the Bank, through its authorized officers has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_ at \_\_\_\_\_

Signature.....

(FULL NAME IN CAPITAL LETTERS)

**WITNESS NO. 1**

Signature.....

(Full name and address in Capital letters)

Designation with Bank Stamp.

**WITNESS NO. 2**

Signature.....

(Full name and address in capital letters) Attorney as per power

No. \_\_\_\_\_

Date \_\_\_\_\_

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