

Formats of different Securities

ANEXURE-1

Form of Bank Guarantee for Bid Security Earnest Money Deposit)

(ON A NON- JUCIAL STAMP PAER OF RS.1000/-)

This Deed of Guarantee made this _____ Day of _____ 20--- (Two thousand ----) be (Name and address of the bank) (Hereinafter referred to as 'The Bank') which expression shall unless the counterpart otherwise admit include its legal representatives, successors and assignees and the and the **Bihar State Milk Cooperative Federation Ltd (hereinafter referred to as COMFED)** which expression shall unless repugnant to the context or meaning thereof include its legal representatives, successors and assignees.

Whereas COMFED has invited Bids for the supply/supply, erection and commissioning of _____ by the Tender Notice No. _____
AND WHEREAS M/s _____ (name and address of the bidders who having submitted their tender (hereinafter referred to as the 'Tender') and have agreed to deposit to the COMFED and amount indicated in Schedule of Requirements as per the terms and conditions of the bidding Document AND WHIEREAS the COMFED is also willing to accept a Bank guarantee in lieu of payment by demand draft of any amount equivalent to the amount of Bid security / earnest money required to be deposited by the Bidder to the COMFED which guarantee will be kept valid for 150 days after the date of opening of bids.

In consideration of the COMFED having agreed to consider the Bid proposals submitted by the Bidder without depositing the amount of Bid security/ earnest money and against this Bank guarantee, we (name and address of the Bank) hereby undertake and guarantee to made payment to the COMFED the amount of Bid security/ earnest money deposit or any part thereof not deposited by the Bidder, to the COMFED at any time (time being the essence of the contract) when the COMFED asks for the same as per the terms and conditions of the bidding document within 210 days from the date of opening of bids.

The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the COMFED in writing and the guarantee shall be continuous and irrevocable guarantee up to a sum of Rs. _____ (Rs. _____ only) provided always that any indulgence or relation on the part of the A COMFED the said bidder with or without the consent of the Bank shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of de-fence by the Bank against the COMFED.

In case the COMFED puts forth a demand in writing on the Bank for the payment of amount full or in part against this bank guarantee, the Bank will consider that such demand by itself is a conclusive evidence and proof that the Bidder has failed in complying with the terms and conditions stipulated by the Board in its Bidding Document

and payment will be made to the Board without raising any disputes regarding the reasons for such failure on the part of the Bidder.

The Bank shall not be discharged or released from this guarantee by any arrangement between the Bidder and the COMFED with or without the consent of the bank or any alterations in the obligations of the parties or by an indulgence forbearance shown by the COMFED to the Bidder.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the COMFED may have or hereafter possess against the Bidder and the COMFED shall be under no obligations to marshal in favour of the Bank any such securities or fund or asset that the COMFED at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to COMFED on COMFED's serving a notice requiring the payment of the amount and such notice shall be served on the Bank either by actual delivery thereof to the Bank or by dispatching thereof to the Bank by Registered post at the address of the said Bank. Any notice sent to the Bank at its address by Registered post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank.

In order to give full effect to provisions of this guarantee the Bank thereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

Notwithstanding anything contained here before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____) only being the amount of the Bid security/ Earnest money deposit and it shall in-force until _____

(Signature)

Place

SEAL

CODE No.

NOTE: BIDDERS SHOULD ENSURE THAT THE SEAL AND CODE NO. OF SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEE.

Annexure-02

(Form of Bank guarantee against Advance Payment)

(ON-NON JUDICIAL STAMP PAPER OF RS.1000/-)

Bank Guarantee No.

Date:

In consideration of the **Bihar State Milk Cooperative Federation Ltd** there-in-after called the COMFED having agreed to grant an advance of Rs.....(Rupees..... only) dated.....made between the COMFED and M/s.....for the supply / supply erection and commissioning (hereinafter called the said contract / purchase order) on production of a Bank Guarantee for Rs..... (See note 2 below) Rupeesonly)

(1) We.....(hereinafter called the Bank) do hereby Under to pay the COMFED an amount not exceeding Rs.....(Rupees only) against any loss/damage caused to or suffered would be caused or suffered by the COMFED by reason of any breach by the said supplier(s) of any of the terms and conditions contained in the said contract / purchase order.

(2) We.....do hereby under take to pay the amounts due and payable under this guarantee without any demurrage merely on a demand from the COMFED stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the COMFED by reasons of any breach by the said supplier (s) of any of the terms and conditions contained in the contract/ purchase order or by reasons of the supplier(s) failure to perform the said contract/ purchase order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to amount not exceeding Rs.....(Rupees) only.

(3) We.....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/ purchase order and that it shall continue to be enforceable till all the dues of the COMFED under, or by virtue of the said contract/ purchase order have been fully paid and it's claims satisfied or discharged or till the Ara Dairy certifies that the terms and conditions of the said contract/ purchaser offer has been fully and properly carried by the said supplier(s) and accordingly discharge the guarantee unless a demand or claim under this guarantee made on us in writing on or before.....we shall be discharged from all liability under this guarantee thereafter.

(4) We,....., further agree with the COMFED that the COMFED 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 contract/ purchase order to extend time of performance by the said Supplier from time to time or to postpone for any time or from time to time any of the power exercisable by the COMFED against the said supplier and to forbear or enforce any of the terms and conditions relating to the said contract/ purchase order and we shall not be relieved from

our liability by reason of any such variation, or extension or for any for act of omission on the part of the COMFED or any indulgence by the COMFED to the said supplier 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.

(5) We.....lastly under take not to revoke this guarantee during its currency except with the previous consent of the COMFED in writing.

(6) Notwithstanding anything stated herein above the liability of the bank guarantee is restricted to Rs..... (Rupees.....only) . The guarantee shall remain in force till the200.....and unless the guarantee is renewed or a claim is preferred against the bank within three months from the said date all rights of the power under the guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

(Signature)

Place

Seal

Date

Code no.

Note: 1. Suppliers should ensure that seal and no. of the signatory is put by the bankers, before submission of the bank guarantee.

2. The value of the BG shall be 12% {10 % advance +2 % of the advanced amount}

Annexure-03

(Form of performance Guarantee)

(ON NON- JUDICIAL STAMP PAPER OF RS.1000/-)

Bank Guarantee No

Date:

This deed of performance guarantee made this _____ by of 20____
(Two thousand-----)_____name and address of the Bank) (herein referred to as the Bank which expression shall unless repugnant to the context or meaning thereof includes its legal representatives, successors and assigns and the **Bihar State Milk Cooperative Federation Ltd.** (thereinafter referred to as the COMFED) which expression shall unless repugnant in the context or meaning thereof include its legal representative, successors and assignees.

Whereas, COMFED has awarded a Contract and purchase order bearing no. _____ dated _____ on M/s _____ (name and address of the party) hereinafter referred to as the 'Supplier') for the supply and erection and commissioning of _____. And whereas, the supplier has agreed to submit a performance guarantee in the form of a Bank guarantee to the COMFED terms and conditions of the Bidding document and the contract which will be kept valid up to _____ calendar months from the date of Bank Guarantee (the period would be till end of warranty period). And whereas, the Bank and its duly constituted agent and officer has already read and understood the contract made between the COMFED and the supplier .

In consideration of the COMFED having agreed to award the contract/ purchase order on the supplier, we _____ (name of the Bank) do hereby guarantee, undertake promise and agree to with the COMFED / its legal representatives, successors and assignees that the within named (Name of the Supplier (their legal representatives and assignees will faithfully perform and fulfil everything within the Bidding Document and the Contract/ Purchase order on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in the manner therein provided, do legal obligations there-under and we further undertake and guarantee to make payment to the COMFED of Rs. _____ (Rupees _____) only being the 10% of the contract in case the Supplier, their legal representatives and assignees do not faithfully perform and fulfil everything within the bidding document and the contract/ purchase order on their part to be performed or fulfilled/ at the time and in the manner herein provided and do not wilfully and promptly do all obligations there under.

In case, the Supplier fails to perform or fulfil the contract/ purchase order as per the terms and conditions agreed upon the COMFED is entitled to demand an amount equal to 10% of the contract value from the

Supplier and the demand made by the COMFED by itself will be conclusive evidence and proof that the Supplier has failed to perform or fulfil his obligations and neither the Supplier nor the Bank will be entitled to raise any depute regarding the reasons for the failure of performance or fulfilment, on any ground.

We, (name of the Bank), do hereby undertake to pay an amount equal to 10% of the order value being the amount due and payable under this guarantee without any demur, merely on a demand from the COMFED stating that the amount claimed is due by way of non-performance of the contractual obligations as aforesaid by the Supplier or by reason of the supplier's failure to perform the said contractual commitments/ Purchase Order, 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 being the amount equal to 10% of the total order value.

We, (name of the Bank), further, agree that the performance guarantee herein contained shall remain in full force and effect for a period of _____ calendar months from the date of Bank guarantee (the period should be till end of warranty period) and till the COMFED certifies that the terms and conditions of the said contract/ purchase order have been fully and properly carried out by the said supplier and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by the COMFED on or before _____ we shall be discharged from all liabilities under this performance guarantee thereafter,.

We, (name of Bank), further agree with the COMFED that the COMFED 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 Bidding Document and the Contract/ Purchase order or to extend the time performance by the said Supplier from time to time or postpone for any time or from time to time and any of the power exercisable by the COMFED against the supplier and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract/ Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said supplier, or for any forbearance, act or commission on the part of the COMFED to the supplier, or for any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the COMFED may have or hereafter possess in respect of the goods supplied or intended to be supplied and the COMFED shall be under no obligation to marshal in favour of the Bank any such securities or funds or asset that the COMFED may be entitled to receiving or have a claim upon and the COMFED at its absolute discretion may vary, exchange, renew modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the COMFED on serving us with a notice, requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the bank or by dispatch thereof to the Bank by Registered post at the address of the Bank.

Any notice sent to the Bank at its address by registered post shall be deemed to have been duly served on the Bank notwithstanding that the notice may ant in fact has been delivered to the Bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

We, _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the COMFED writing and the guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. _____ (Rupees _____) only. The guarantee shall remain in force until _____ 200 --and unless the guarantee is renewed or a claim is preferred against the bank within three months from the said date all rights of the COMFED under the guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

(Signature)

Place:

Seal

Date

Code no.

Note: Suppliers should ensure that seal and code no. of the signatory is put by the bankers, Before submission of the Bank guarantee.