

**Section ~5**  
**Forms of Bid & Forms of Securities**

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### 1. Letter of Application

(Letterhead paper of the Bidder)

[Including full postal address, telephone, fax, cable and telex addresses]

[Date]

To,  
The Director, SPA BHOPAL,  
Neelbad Road, Bhauri, Bhopal (M.P.) – 462030  
Phone: 9685092821

**Subject:** Application to issue Tender form

Sir,

1. Being duly authorized to represent and act on behalf of.....  
(Hereinafter “the bidder”), and having reviewed and fully understood all the bid information provided,  
*the undersigned hereby apply to be qualified by your agency as a bidder for the contract of the*  
“.....  
.....

2. SPA Bhopal and its associates/ representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution, to provide such information deemed necessary to verify statements and information provided in this application or with regard to the resources, experience, and competence of the Bidder.

3. This application is made in the full understanding that:

(a) SPA Bhopal reserves the right, to reject or accept any application, cancel the bidding process and reject all applications; and

(b) SPA Bhopal shall not be liable for any such actions and shall be under no obligation to inform the Bidder of the grounds for them.

4. The undersigned declared that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Authorised Signature  
Name and Title of Signatory

## 2. Letter of Submission of Bid

To,  
The Director, SPA BHOPAL,  
Neelbad Road, Bhauri, Bhopal (M.P.) – 462030  
Phone: 9685092821

**Subject:** Application to submission of Tender form

Sir,

I/We have read and examined notice inviting tender, specifications applicable, Drawings & Design, Instructions to bidders, General Conditions of Contract, appendix, Special conditions, Schedule of Rate & other documents and Rules referred to in the Conditions of Contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for School of Planning and Architecture, Bhopal within the time specified in contract data as per schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to General Conditions of the contract and with such materials as are provided for, by and in respect in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **30** days from the due date of submission thereof and not to make any modifications in its terms and conditions. If I/We withdraw my/our tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the SPA Bhopal, then the SPA Bhopal shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

**A sum of Rs .....**/(.....) has been deposited in prescribed manner as earnest money. If I/We fail to commence the work specified I/We agree that the said SPA Bhopal shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise said earnest money shall be retained by competent authority on behalf of the SPA Bhopal towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, upto maximum of the percentage mentioned in contract data.

I/We hereby intimate that for receiving payments I/we have an account in \_\_\_\_\_ Bank with account No. \_\_\_\_\_ Where the ECS / EFT facility of e-payment is available.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/We agree that should I/We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the SPA Bhopal and the same may at the option of the competent authority on behalf of the SPA Bhopal be recovered without prejudice to any right or remedy available in law out of

the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

I/We agree that this contract is subject to jurisdiction of court at Bhopal, M.P. only.

Dated.....

Witness:	( )
Address:	Signature of Contractor
Occupation:	Postal Address: -

\*\*\*\*\*

*A C C E P T A N C E*

The above tender (as modified by you (Contractor) and as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the SPA Bhopal for a sum of Rs.\_\_\_\_\_

(Rupees\_\_\_\_\_

\_\_\_\_\_ ) the letters referred to below shall form part of this Contract Agreement:-

- (a)
- (b)
- (c)

Dean (P & D)  
 Institute Works Department  
 SPA Bhopal

### 3. Bidder, Qualification and other information

#### **Notes on Form of Qualification Information**

The information to be filled in by bidders in the following pages will be used for purposes of post-qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

#### **1. Individual Bidders**

1.1 Constitution or legal status of Bidder: (Attach copy)

(a) Place of registration:

(b) Principal place of business:

(c) Power of attorney of signatory of Bid

1.2 Total annual volume of civil engineering construction work executed and payments received in the last five years proceeding the year in which bids are invited.

*(Attach certificate from Chartered Accountant)*

S.N.	Financial Year	Amount (In Lakhs)
01	2014-16	
02	2013-15	
03	2012-14	
04	2011-13	
05	2010-12	

1.3 Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years. *(Attach certificate from the Engineer-in-charge)*

S.N.		Project-1	Project-2	Project-3	Project-4
01	Project Name				
02	Name of Employer				
03	Description of work order				
04	Value of contract				
05	Contract No.				
06	Date of Issue of Work				
07	Stipulated Date of Completion				
08	Actual Date of Completion				
09	Remarks for Delay, if any				

1.3.1 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

**1.4 Existing commitments and on-going construction works:**

S.N.		Project-1	Project-2	Project-3	Project-4
01	Description of Work				
02	Place & State				
03	Contract No & Date				
04	Name & Address of Employer				
05	Value of Contract (Rs. In lakhs)				
06	Stipulated period of completion				
07	Value of works remaining to be completed (Rs. Lakhs)*				
08	Anticipated Date of completion				
09	Remarks for Delay, if any				

\* Enclose certificate(s) from Engineer(s)-in-charge for value of work remaining to be completed.

**1.5 Works for which bids already submitted:**

S.N.		Project-1	Project-2	Project-3	Project-4
01	Description of Work				
02	Place & State				
03	Name & Address of Employer				
04	Value of work (Rs. In lakhs)				
05	Stipulated period of completion				
06	Date when decision is expected				
07	Remarks for Delay, if any				

**1.6** Availability of Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below. Refer also to Clause 4.2(d) and Clause 4.4 b (b) of the Instructions to Bidders.

S.N.	Item of Equipment	Description, make, and age (Years), and capacity	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased
01				
02				
03				
04				
05				
06				
07				

**1.7** Qualifications of technical personnel proposed for the Contract. Refer also to Clause 4.2(e) of the Instructions to Bidders and Clause 9.1 of Part-1 General Conditions of Contract.

S.N.	Name of employee	Post held	Qualification	Experience	
				Road works	Building works
01					
02					
03					

**1.8** Proposed sub-contractors and firms involved for construction. Refer to Clause 7 of Part I General Conditions of Contract.

S.N.	Sections of the Works	Value of subcontract	Sub-contractor(name and address)	Experience in similar work
01				
02				

*Note: The capability of the sub-Contractor will also be assessed (on the same lines as for the main Contractor) before according approval to him.*

**1.9** Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

(A)

(B)

**1.10** Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. (Sample format attached).

(A)

(B)

**1.11** Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

(A)

(B)

**1.12** Information on current litigation in which the Bidder is involved.

S.N.	Name of Other party(s)	Cause of dispute	Litigation where (Court/arbitration)	Amount involved
01				
02				

**1.11** Proposed Programme (work method and schedule). Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

#### 4. Declaration Statement

*(Letterhead paper of the Bidder)*

[date]

To,  
The Director, SPA BHOPAL,  
Neelbad Road, Bhauri, Bhopal (M.P.) – 462030  
Phone: 9685092821

Dear Sir:

1. I, the undersigned, do hereby certify that all the statements made in the application and attachments thereto are true and correct.
2. The undersigned also hereby certifies that neither our firms M/s..... nor any of its constituent partners have abandoned any work awarded to us by any Agency in India nor any contract awarded to us for such works has been rescinded, during last five years prior to the date of this application.
3. The undersigned also furnish undertaking that we are not declared by any court of law as proclaimed offenders also that we are not convicted under any law for the offences punishable under Indian Penal Code, Negotiable Instrument Act of any Labour/ employee beneficial legislations.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the SPA Bhopal

Signed by an Authorised Officer of the Firm

Title of Officer

Name of Firm

Date



**5. SPECIMEN FORMAT FROM BIDDER TO BANKERS AUTHORISING THEM TO PROVIDE  
INFORMATION TO SPA BHOPAL / ITS REPRESENTATIVES**

To

Name of Bank/ Address/ city

Dear Sir:

We have recently submitted a Bid Proposals to School of Planning and Architecture Bhopal, for implementing its project for \_\_\_\_\_.

We hereby authorize you to provide all information/ data readily about us and our credit status, as may be desired by SPA Bhopal and you need not seek any clearance/ opinion from us for providing the information/ data to SPA Bhopal.

Sincerely,  
Authorised Signatory

## 6. Financial Capability-1

### Name of Bidder:-

Bidder should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Bidders. Each Bidder shall complete this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets should be attached. Autonomous construction subdivisions of parent conglomerate business shall submit financial information related only to the particular activities of the subdivision.

1. Name of Banker
2. Address of Banker
3. Telephone Contract name and title
4. Tax E-mail

*Summarize actual assets and liabilities for the previous five years.*

S.N.	Financial Information in Indian Rupees	Actual: Previous Five years.				
		5	4	3	2	1
01	Total assets					
02	Current assets					
03	Total Liabilities					
04	Net Worth					
05	Working Capital					
06	Current Liabilities					
07	Profits before taxes					
08	Profits after taxes					

*Specify proposed sources of financing such as liquid assets, unencumbered real estates, lines of credit and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Instructions to Bidders \_\_\_\_\_.*

S.N.	Source of finance	Amount

*Attach audited financial statements for the last five years (for the individual Bidder or each partner of a joint venture).*

*Note: (1) For previous five year, year 1= 2014-2015, year 2= 2013-2014 etc.*

## 7. Financial Capability-2

### Name of Bidder:-

Bidder should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Bidders. Each Bidder shall complete this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets should be attached. Autonomous construction subdivisions of parent conglomerate business shall submit financial information related only to the particular activities of the subdivision.

1. Name of Banker
2. Address of Banker
3. Telephone Contract name and title
4. Tax E-mail

*\* If more than one banker is proposing to finance the project(s), the details in the above format may be appendix on all bidders*

*The Details of financial capability (as indicated in Clause 5.1 of Instructions to Bidders) is as under*

<i>S.N.</i>	<i>Source of finance</i>	<i>Amount</i>
<i>01</i>	Net working capital	
<i>02</i>	Lines of credit from Banks (Bank Certificate enclosed)	
<i>03</i>	Other financial means	
<i>04</i>	Own Resources	
<i>05</i>	Available money guarantees (name and address of banks given)	
<i>A</i>	<b>Total of A</b>	
<i>01</i>	Liability during next 3 years	
<i>03</i>	Financial Commitments for ongoing civil works	
<i>03</i>	Other commitments	
<i>B</i>	<b>Total of B</b>	

*Note: All the above items shall be supported by specific details/list of items/certified balance sheet*

## 8. Letter of financial bid

*(Letterhead of the Bidder)*

Ref. no.

[date]

To,

The Director, SPA BHOPAL,

Neelbad Road, Bhauri, Bhopal (M.P.) – 462030

Phone: 9685092821

**Subject: “Construction of Ramp and S.S. Railing with 304 grade steel in Students Amenities Block & Assistant Professor Quarters at School of Planning & Architecture Bhopal at Bhauri, Bhopal (M.P.)”.**

Dear Sir:

1.0 Having examined the Bid Document including Notice Inviting Bids, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Bill of Quantities, Drawings, Schedules and Annexure for the execution of the above named works, we, the undersigned, offer to execute and complete such works and remedy any defects therein in conformity with the said Bid Document at the prices indicated in Schedule 1 to this letter.

2.0 Our financial bid for the execution of the above said project as per bill of quantity, drawings and specifications attached herewith will be.\_\_\_\_\_ (In Words:\_\_\_\_\_ only)Including of all taxes and duties applicable.

3.0 We undertake, if our Bid is accepted, to commence the works within fourteen (14) days of receipt of the Engineer’s order to commence, and to complete and deliver the sections and whole of the works comprised in the Contract within the specified period. We also undertake to furnish Performance Security (ie) in the form of a Bank Guarantee in accordance with the Conditions of Contract.

4.0 We agree to abide by this Bid for the period of thirty days (30 days) from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

5.0 We confirm our agreement to treat the Bid Document, Drawings and other records connected with the works as secret and confidential document and shall not communicate information contained therein to any other person other than the person authorized by Employer or use such information in any manner prejudicial to the safety and integrity of the works.

6.0 We undertake that, in completing for (and, if the award is made to us, in executing) the above Contract, we will observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”. We confirm that our firm has valid VAT/PAN registrations along with EPF, ESI codes as stipulated.

7.0 We hereby confirm that this Bid complies with the Eligibility, Bid validity and Bid security required as stated in the Bidding documents.

Name of Bidder with official seal  
Address:

Yours faithfully,  
Authorised Signature:  
Name and Title of Signatory:

**9. Declaration***(Letterhead of the Bidder)*

Ref. no.

[date]

To,

**The Director, SPA BHOPAL,****Neelbad Road, Bhauri, Bhopal (M.P.) – 462030****Phone: 9685092821*****Subject:* “Construction of Ramp and S. S. Railing with 304 grade steel in Students Amenities Block & Assistant Professor Quarters at School of Planning & Architecture Bhopal at Bhauri, Bhopal (M.P.)”.**

Dear Sir:

It is to certify that:-

- 1) I / we have submitted the tenders in the Proforma as downloaded directly from the website. &there is no change in formatting, number of pages etc.
- 2) I / We have submitted tender documents which are same / identical as available in the Website.
- 3) I / we have not made any corrections / additions / alteration / omission etc in the tender documents downloaded from web by me / us.
- 4) I / We have checked that no page is missing and all pages as per the index are available & that all pages of Tender document submitted by us are clear & legible.
- 5) I / we have signed (with stamp) all the pages of the tender document before submitting the same.
- 6) I / we have sealed the tender documents properly before submitting the same.
- 7) I / We have submitted the cost of tender along with the EMD.
- 8) I / we have read carefully & understood the important instructions to the tenderers who have down loaded the tenders from the web.
- 9) In case at any later stage, it is found that there is difference in our downloaded tender documents from the Original, SPA, Bhopal shall have the absolute right to take any action as deemed fit without any prior intimation to Me / Us.
- 10) In case at any later stage, it is found that there is difference in our downloaded tender documents from the Original, the tender / work will be cancelled and Earnest Money / Security Deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to me / us on this account.
- 11) In case at any later stage, it is found there is difference in our downloaded tender documents from the Original, I / We may also be debarred for further participation in the tenders for SPA. Bhopal & would also render me / us liable to be removed from the approved list of contractors of the Department.

Name of Bidder with official seal  
Address:

Yours faithfully,  
Authorised Signature:  
Name and Title of Signatory:

### 10. Confirmation Letter

*(Letterhead of the Bidder)*

*Ref. no.*

*[Date]*

To,  
The Director, SPA BHOPAL,  
Neelbad Road, Bhauri, Bhopal (M.P.) – 462030  
Phone: 9685092821

***Subject: “Construction of Ramp and S.S. Railing with 304 grade steel in Students Amenities Block & Assistant Professor Quarters at School of Planning & Architecture Bhopal at Bhouri, Bhopal (M.P.)”.***

DEAR SIR,

We acknowledge receipt of your letter of Intent, ref..... Dated..... and unconditionally accept the offer to take up above captioned works at the price indicated in the letter of intent.

We also confirm our acceptance to all the corrections and modifications made by the Employer in respect of our bid.

We undertake to provide you unconditional bank guarantee towards performance security and additional security for unbalanced bid as per the agreed format within the prescribed data as per the Instructions to Bidder and Conditions of Contract.

Yours faithfully,  
Authorized Signature:  
Name and Title of Signatory:  
Name of Agency:

**11. PROFORMA FOR AGREEMENT****(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

CONTRACT AGREEMENT FOR THE WORK OF -----DATED-----

Between M/s----- (refer note) in the town of \_\_\_\_\_ hereinafter called the contractor (which term shall unless excluded by or repugnant to be subject or context include its successors and permitted assigns) of the one part and the School of Planning and Architecture, Bhopal hereinafter called the SPA Bhopal (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) of the other part.

**WHEREAS**

a. The SPA Bhopal is desirous that the construction of \_\_\_\_\_ at \_\_\_\_\_ should be executed as mentioned, enumerated or referred to in the tender including Press Notice Inviting Tender, General Conditions of the Contract, Special Conditions of the Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other documents, has called for Tender.

b. The contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and grounds, the form and nature of the site and local conditions the quantities, nature and magnitude of the work the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.

c. The tender documents including the SPA BHOPAL's Press Notice Inviting Tender, General conditions of contract, Special Conditions of Contract, Schedule of Quantities and rates, General obligations, Specifications, Drawings, plan, time schedule for completion of work. Letter of Acceptance of tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this contract though separately set out herein and are included in the expression Contract wherever herein used.

**AND WHEREAS**

The SPA Bhopal accepted the tender of M/s ----- (refer note-----) (Contractor) for the construction of ----- at ----- and conveyed vide letter No.-----dated -----at the rates stated in the Schedule of quantities for the work and accepted by the SPA BHOPAL (hereinafter called the Schedule of Rates) upon the terms and subject to the conditions of the contract.

**NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS.**

1. In consideration of the payment to be made to the contract for the work to be executed by him, the contractor hereby convenient with the SPA BHOPAL that the contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND

2. In consideration of the due provisions execution, completion and maintenance of the said work, the SPA BHOPAL does hereby agree with the contractor that the SPA BHOPAL will pay to contractor the respective amounts for the work actually done by him and approved by the SPA BHOPAL at the Schedule or Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.

3. The contract is subjected to jurisdiction of court at Madhya Pradesh only. It is specifically and distinctly understood and agreed between the SPA BHOPAL and the contractor that the contractor shall have no right, title or interest in the site made available by the SPA BHOPAL for execution of the works or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the SPA BHOPAL shall have an absolute and unfettered right to take full possession of site and to remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

In Witness whereof the parties hereto have here-into set their respective hands and seals in the day and the year first above written.

Signed and delivered for and on behalf of  
SPA BHOPAL  
OFFICIAL ADDRESS

Signature and delivered for and on  
behalf of the contractor

(Contractor)

*Date*

*Date*

*Place*

*Place*

IN PRESENCE OF TWO WITNESSES

SIGNATURE  
NAME  
SIGNATURE  
NAME

SIGNATURE  
NAME  
SIGNATURE  
NAME



**For Proprietary Concern**

Shri.....s/o.....r/o.....carrying on business under the name and style of.....at..... (Hereinafter called the said Contractor which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

**For Partnership Concern**

M/s .....a partnership firm having its registered office at .....(hereinafter called the said Contractor which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives). The partners of the firms are:

- i) Shri .....s/o....., And
- i) Shri .....s/o.....etc.

**For Companies**

M/s .....a company duly incorporated under the Indian 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 otherwise include its successors and assign).

**12. FORM OF PERFORMANCE SECURITY****BANK GUARANTEE BOND**

1. In consideration of the SPA BHOPAL (hereinafter called “the SPA BHOPAL”) having agreed under the terms and conditions of agreement No. \_\_\_\_\_ Dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called “the said contractor(s)”) for the \_\_\_\_\_ work (hereinafter called “the said agreement”) for compliance of his obligation in accordance with the terms and conditions in the said agreement.

We \_\_\_\_\_ (indicate the name of the Bank) (hereinafter referred to as “as Bank) hereby undertake to pay to the SPA BHOPAL and amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by the SPA BHOPAL.

2. We \_\_\_\_\_ (Indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demure, merely on a demand from the SPA BHOPAL 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 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 undertake to pay to the SPA BHOPAL 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 made by us under this bond shall be valid discharge of our liability for payment to there-under and the contractor(s) shall have no claim against us making such payment.

4. We \_\_\_\_\_ (Indicate the name of 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 SPA BHOPAL under or by virtue of the said agreement have been fully paid and it is claims satisfied or discharged or till Engineer-in-charge on behalf of the SPA BHOPAL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.

5. We \_\_\_\_\_ (indicate the name of Bank) further agree with the SPA BHOPAL that the SPA BHOPAL shall have the fullest liberty without our consent and without affecting 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 to time any of the powers exercisable by the SPA BHOPAL against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor(s) or for any forbearance act of omission on that part of the SPA BHOPAL or any indulgence by the SPA BHOPAL 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 effected or so relieving us.

6. The 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 Bank) lastly undertake not to revoke this guarantee except with the previous consent of the SPA BHOPAL in writing.

8. This guarantee shall be valid upto \_\_\_\_\_ unless extended on demand by SPA BHOPAL. Notwithstanding any thing mentioned above our liability against this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ 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 the Guarantee shall stand discharged.

Date the \_\_\_\_\_ date of \_\_\_\_\_

For \_\_\_\_\_

(Indicate the name of Bank)

### 13. AFFIDAVIT

I/We have submitted a bank guarantee for the work \_\_\_\_\_  
\_\_\_\_\_ ( Name of Work), Agreement No. \_\_\_\_\_

Dated: \_\_\_\_\_ from \_\_\_\_\_ (Name of the  
Division) with a view to seek exemption from payment of performance guarantee in cash. This Bank  
guarantee expires on \_\_\_\_\_

I/ We undertake to keep the validity of the bank guarantee intact by getting it extended from time to  
time at my/our own initiative upto a period of \_\_\_\_\_ months after the  
recorded date of completion of the work or as directed by the Engineer in charge. I/We also indemnify  
the School of Planning and Architecture, Bhopal against any losses arising out of non encashment of the  
bank guarantee if any.

(Deponent)

Signature of Contractor

Note: The affidavit is to be given by the Executants before a first class Magistrate.