

SECTION 6: SAMPLE FORMS

Notes on Sample Forms

All Bidders shall complete and provide the Bid Security in accordance with the requirements of the bidding documents.

A Bidder who has been prequalified on the basis of providing an assured revolving line of credit from its Bank shall furnish, as a part of its Bid, a Security for a Revolving Line of Credit in the amount specified in the letter of notice of prequalification.

Bidders should not complete the Forms of Agreement at this time. Only the successful Bidder will be required to complete the Forms. The Forms of Agreement, when finalized at time of contract award, will incorporate any corrections or modifications to the accepted bid resulting from arithmetic corrections, acceptable deviations (time for completion, technical deviations, commercial deviations, etc.), spare parts or quantity variations in accordance with the requirements of the bidding documents.

The Form of Performance Security, Form of Advance Payment Security and Form of Domestic Preference Security should not be completed by the bidders at the time of bid preparation. Only the successful Bidder will be required to provide these securities in accordance with the forms indicated herein or in another form acceptable to the Employer.

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LETTER OF TENDER

Name of Contract: **Underground Sewerage Scheme for MBMC**
 Contract No: MBMC/MC/83/2008-2009

To: The Commissioner,
 Mira Bhayandar Municipal Corporation,
 Bhayandar (West) – 401 101
 Tal. Dist. Thane, Maharashtra

Gentlemen:

We have examined the Conditions of Contract, Employers Requirements, Schedules, Addenda Nos. _____ and the matters set out in the Appendix hereto. We have understood and checked these documents and have not found any errors in them. We accordingly offer to design, execute and complete and operate and maintain the said Works and remedy any defects, fit its for purpose in conformity with these documents and the enclosed proposal. I/ We hereby tender for the execution for the Mira-Bhayandar Municipal Corporation, Bhayandar (herein before and herein after referred to as MBMC of the work specified in the under written memorandum with in the time specified in such memorandum at percent _____% below/above (in words _____).

The above amounts are in accordance with the Price Schedules herewith and are made part of this bid. [The following sentence is for Joint Ventures only] We hereby confirm that all partners in the Joint Venture are jointly and severally liable for execution of the Contract in accordance with the terms and conditions of the Contract.

The estimated, rates entered in schedule "B" (memorandum showing items if work to be carried out) and in accordance, in all respects with the specifications, designs, drawings, and instructions in writing referred to in rule 1 here of and clause 123 of the annexed . I/We hereby tender for the execution, for the Mira-Bhayandar Municipal Corporation, Bhayandar (herein before and herein after referred to as MBMC of the work specified in the under conditions of contract and agree that when materials for work provided by City Engineer, MBMC such materials and rates to be paid for them shall be as provided in schedule "A" hereto in figures as well as words.

We confirm our agreement with the appointment of the State's Standing Committee for Settlement of Disputes, or as may otherwise be agreed during the clarification meetings of the Technical Proposal, as the Dispute Adjudication Board for this Contract.

We agree to abide by this Bid until [insert the date **180 days after the date of submission** of the Technical Proposal] _____, 2009, and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix to Price Proposal and Appendix to Technical Proposal form part of our Bid.

If our Bid is accepted, we will provide the specified Performance Security and Domestic Preference Security (if applicable), commence the Works as soon as reasonably possible after receiving the Employer's Representative's notice to commence, and complete the Works in accordance with the above-named document within the time stated in the Appendix to Technical Proposal.

Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Yours faithfully

Signature _____ in the capacity _____ duly authorized to sign bids for and on behalf of _____ .

Address: _____

Date: _____, 2008



LETTER OF ACCEPTANCE

Name of Contract: Development of Underground Sewerage Scheme for MBMC

Contract No.: EOI Notice No MBMC/MC/83/2008-2009

To: Municipal Commissioner,
Mira Bhayandar Municipal Corporation,
Chatrapati Shivaji Maharaj Marg,
Bhayandar (West) – 401 101
,Dist. Thane, Maharashtra

Your Reference: [Reference]

Our Reference: [Reference]

We thank you for your Tender dated 3rd Oct 2008 EOI Notice No MBMC/MC/83/2008-2009 for the design, execution and completion of the Works comprising the above-named Contract and remedying of defects therein so that they are fit for the purposes defined in the Contract, and for the operation and maintenance thereof under licence for the period of 10 years, all in conformity with the terms and conditions contained in the Contract as amended by the attached Memorandum, signed by you and ourselves.

We have pleasure in accepting your Tender (as corrected/adjusted in accordance with the Memorandum) for the Accepted Contract Amount of:

This amount is made up of the following components:

For the Design-Build of the Works, the amount of: [Currency and amount in figures] ([Currency and amount in words]).

For the Operation Service, the amount of: [Currency and amount in figures] ([Currency and amount in words]).

For the Asset Replacement Fund, the amount of: [Currency and amount in figures] ([Currency and amount in words]).

In consideration of you properly and truly performing the Contract, we agree to pay you the Accepted Contract Amount or such other sums to which you may become entitled under the terms of the Contract, at such times and as prescribed by the Contract.

We acknowledge that this Letter of Acceptance creates a binding Contract between us, and we undertake to fulfil all our obligations and duties in accordance with the terms of this Contract.

Signed by (signature):

For and behalf of: [Name]

Date: [Date]

CONTRACT AGREEMENT

This Agreement made the [Name of Contract] day of [Name of Contract], 20[Contract Number]

between Mira Bhayandar Municipal Corporation,

of Chatrapati Shivaji Maharaj Marg,
Bhayandar (West) – 401 101
,Dist. Thane, Maharashtra

(herein called “the Employer”), of the one part, [Name of Contractor]

and

of [Address of Contractor]

(herein called “the Contractor”), of the other part:

Whereas the Employer desires that the Works known as Development of Underground Sewerage Scheme for MBMC

should be designed, executed and operated by the Contractor and has accepted a Tender from the Contractor for the design, execution, completion and operation and maintenance of these Works, and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

- 1 In this Agreement, the words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2 The following documents shall be deemed to form and be read and construed as a part of this Agreement:
 - (a) The Letter of Acceptance dated [Date]
 - (b) The Letter of Tender dated [Date]
 - (c) The Addenda Nos. [Numbers]
 - (d) The Conditions of Contract
 - (e) The Employer’s Requirements
 - (f) The completed Schedules
 - (g) (g) The Operating Licence, and
 - (h) The Contractor’s Proposal.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute, complete, operate and maintain the Works and remedy any defects therein in conformity with the provisions of the Contract and the Operating Licence granted by the Employer.

4. The Employer hereby covenants to pay the Contractor, in consideration of the design, execution, completion, operation and maintenance of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract, and to grant the Contractor a royalty-free licence to enable him to operate and maintain the Works during the Operation Service Period.

In witness whereof the Parties hereto have caused this Agreement to be executed on the day and year first above written.

Signed by (signature):

for and on behalf of the Employer in the presence of

Witness (signature):

Name: [Name]

Address: [Address]

Date: [Date]

Signed by (signature):

for and on behalf of the Contractor in the presence of

Witness (signature):

Name: [Name]

Address: [Address]

Date: [Date]

AGREEMENT FOR DISPUTE ADJUDICATION BOARD MEMBERS

[All italicised text and any enclosing square brackets is for use in preparing the form and should be deleted from the final product.]

Name of Contract: Development of Underground Sewerage Scheme for MBMC

This Agreement made the [Day] day of [Month], 200 [Year]

between

Name and address of Employer: Municipal Commissioner,
Mira Bhayandar Municipal Corporation,
Chatrapati Shivaji Maharaj Marg,
Bhayandar (West) – 401 101
,Dist. Thane, Maharashtra

Name and address of Contractor: [Name and Address]

Name and address of DAB Member: To be declared later

Whereas the Employer and the Contractor have entered into a Contract and desire jointly to appoint the above-named Member to act on the DAB as [delete where not applicable] sole adjudicator/one of three adjudicators/chairman of the DAB,

And whereas the Member accepts the appointment.

The Employer, Contractor and Member jointly agree as follows:

- 1 The conditions of this Dispute Adjudication Agreement comprise the “General Conditions of Dispute Adjudication Agreement” which are appended hereto, and the following provisions. In these provisions, which include amendments and additions to the “General Conditions of Dispute Adjudication Agreement”, words and expressions shall have the same meanings as are assigned to them in the “General Conditions of Dispute Adjudication Agreement”.
- 2 *[Details of any amendments or additions or deletions from the “General Conditions of Dispute Adjudication Agreement” should be given here or in an attachment hereto.]*
- 3 In accordance with Clause 6 of the “General Conditions of Dispute Adjudication Agreement”, the Member shall be paid as follows:

A retainer fee of [Amount] per calendar month, and

A daily fee of [Amount] per day spent on Site visits, hearings, and other time in connection with submissions to the DAB made in accordance with the provisions of the Contract between the Employer and the Contractor.
- 4 In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the “General Conditions of Dispute Adjudication Agreement”, the Member undertakes to act as the DAB Member in the capacity abovementioned in accordance with the terms of this Dispute Adjudication Agreement.
- 5 The Employer and the Contractor jointly and severally undertake to pay the Member in consideration for his acting as the DAB Member as aforementioned in accordance with this Dispute Adjudication Agreement.

6 This Dispute Adjudication Agreement shall be governed by the law of: India

In consideration of you properly and truly performing the Contract, we agree to pay you the Accepted Contract Amount or such other sums to which you may become entitled under the terms of the Contract, at such times and as prescribed by the Contract.

We acknowledge that this Letter of Acceptance creates a binding Contract between us, and we undertake to fulfil all our obligations and duties in accordance with the terms of this Contract.

Signed by (signature):

for and on behalf of the Employer in the presence of

Witness (signature):

Name: [Name]

Address: Address]

Date: [Date]

Signed by (signature):

for and on behalf of the Contractor in the presence of

Witness (signature):

Name: [Name]

Address: Address]

Date: [Date]

Signed by (signature):

for and on behalf of the Member in the presence of

Witness (signature):

Name: [Name]

Address: Address]

Date: [Date]

AGREEMENT FOR OPERATION SERVICE DISPUTE ADJUDICATION BOARD

[All italicised text and any enclosing square brackets is for use in preparing the form and should be deleted from the final product.]

Name of Contract: Development of Underground Sewerage Scheme for MBMC

This Agreement made the [Day] day of [Month], 20 [Year]

between

Name and address of Employer: Mira Bhayandar Municipal Corporation,
Chatrapati Shivaji Maharaj Marg,
Bhayandar (West) – 401 101
,Dist. Thane, Maharashtra

Name and address of Contractor: [Name and Address]

Name and address of DAB Member: To be declared later

Whereas the Employer and the Contractor have entered into a Contract and desire jointly to appoint the above-named Member to act as the sole adjudicator on the Operation Service DAB for a period of five (5) years from the date of this Agreement,

And whereas the Member accepts the appointment.

The Employer, Contractor and Member jointly agree as follows:

- 1 The conditions of this Dispute Adjudication Agreement comprise the “General Conditions of Dispute Adjudication Agreement” which are appended hereto, and the following provisions. In these provisions, which include amendments and additions to the “General Conditions of Dispute Adjudication Agreement”, words and expressions shall have the same meanings as are assigned to them in the “General Conditions of Dispute Adjudication Agreement”.
- 2 *[Details of any amendments or additions or deletions from the “General Conditions of Dispute Adjudication Agreement” should be given here or in an attachment hereto.]*
- 3 In accordance with Clause 6 of the “General Conditions of Dispute Adjudication Agreement”, the Member shall be paid as follows:

A retainer fee of [Amount] per calendar month, and

A daily fee of [Amount] per day spent on Site visits, hearings, and other time in connection with submissions to the DAB made in accordance with the provisions of the Contract between the Employer and the Contractor.
- 4 In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the “General Conditions of Dispute Adjudication Agreement”, the Member undertakes to act as the DAB Member in the capacity abovementioned in accordance with the terms of this Dispute Adjudication Agreement.

- 5 The Employer and the Contractor jointly and severally undertake to pay the Member in consideration for his acting as the DAB Member as aforementioned in accordance with this Dispute Adjudication Agreement.
- 6 This Dispute Adjudication Agreement shall be governed by the law of: INDIA

In consideration of you properly and truly performing the Contract, we agree to pay you the Accepted Contract Amount or such other sums to which you may become entitled under the terms of the Contract, at such times and as prescribed by the Contract.

We acknowledge that this Letter of Acceptance creates a binding Contract between us, and we undertake to fulfil all our obligations and duties in accordance with the terms of this Contract.

Signed by (signature):

for and on behalf of the Employer in the presence of

Witness (signature):

Name: [Name]

Address: [Address]

Date: [Date]

Signed by (signature):

for and on behalf of the Contractor in the presence of

Witness (signature):

Name: [Name]

Address: [Address]

Date: [Date]

Signed by (signature):

for and on behalf of the Member in the presence of

Witness (signature):

Name: [Name]

Address: [Address]

Date: [Date]

TENDER SECURITY

Name of Contract/Contract No.: Development of Underground Sewerage Scheme for MBMC

Name and address of Beneficiary "the Employer": Mira Bhayandar Municipal Corporation,
Chatrapati Shivaji Maharaj Marg,
Bhayandar (West) – 401 101
,Dist. Thane, Maharashtra

We have been informed that (name of Tenderer): [Name]

(hereinafter called the "Principal") is submitting an offer for the above-named Contract in response to your invitation, and the conditions of your invitation require that his offer is supported by a tender security.

At the request of the Principal, we (name of Bank): [Name]

hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of [Amount]

(amount in words: [Amount in words])

upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

- (a) the Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or
- (b) the Principal has refused to accept the correction of errors in his offer in accordance with the conditions of your invitation, or
- (c) you awarded the Contract to the Principal and he has failed to comply with Sub-Clause 1.6 [Contract Agreement] of the Conditions of Contract, or
- (d) you awarded the Contract to the Principal and he has failed to comply with Sub-Clause 4.2 [Performance Security] of the Conditions of Contract.

Any demand for payment must contain your signature(s) [Date] which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date 35 days after the expiry of the validity of the Letter of Tender):

when this guarantee shall expire and shall be returned to us.

This guarantee is subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Signed by (signature):

Name: [Name]

Date: [Date]

Signed by (signature):

Name: [Name]

Date: [Date]

PARENT COMPANY GUARANTEE

Name of Contract/Contract No.: Development of Underground Sewerage Scheme for MBMC

Name and address of Employer:
(together with successors and assigns). Mira Bhayandar Municipal Corporation,
Chatrapati Shivaji Maharaj Marg,
Bhayandar (West) – 401 101
,Dist. Thane, Maharashtra

We have been informed that (name of Contractor): [Name]

(hereinafter called the "Contractor") is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation require his offer to be supported by a parent company guarantee.

In consideration of you, the Employer, awarding the [Name]
Contract to the Contractor, we (name of parent company):

irrevocably and unconditionally guarantee to you, as a primary obligation, the due performance of all the Contractor's obligations and liabilities under the Contract, including the Contractor's compliance with all its terms and conditions according to their true intent and meaning.

If the Contractor fails to so perform his obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Employer under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorise them to agree any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract and any dispute under this guarantee shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such Rules. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by (signature):

Name: [Name]

Date: [Date]

Position in parent company: [Position]

Signed by (signature):

Name: [Name]

Date: [Date]

Position in parent company: [Position]

PERFORMANCE SECURITY – DEMAND GUARANTEE

[All italicised text and any enclosing square brackets is for use in preparing the form and should be deleted from the final product.]

NOTE: This form is suitable during the Design-Build Period. If a security is required during the Operation Service Period (either in the form envisaged in the Contract, or in another form), this must be carefully prepared with professional and legal help.

Name of Contract/Contract No.: Development of Underground Sewerage Scheme for MBMC

Name and address of Beneficiary (“the Employer”): Mira Bhayandar Municipal Corporation,
Chatrapati Shivaji Maharaj Marg,
Bhayandar (West) – 401 101
,Dist. Thane, Maharashtra

We have been informed that (name of Contractor): [Name]

(hereinafter called the “Principal”) is your contractor for the above-named Contract which requires him to obtain a performance security.

At the request of the Principal, we (name of bank): [Name]

undertake to pay you, the Beneficiary/Employer, any sum [Amount]
or sums not exceeding in total the amount of

(amount in words [Amount in words])

(the “guaranteed amount”) upon receipt by us of your demand in writing with your written statement stating:

- (a) that the Principal is in breach of his obligations under the Contract, and
- (b) the respect in which the Principal is in breach.

Any demand for payment must contain your signature(s) [Date]
which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date 70 days after the expected date issue of the Commissioning Certificate):

(the “expiry date”), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the Commissioning Certificate has not been issued 28 days prior to such expiry date and we hereby undertake to extend this guarantee until the date 70 days after the actual date of issue of the Commissioning Certificate upon receipt of your written statement advising us of the actual date of issue, and that the late issue was for reasons attributable to the Principal. In such a case, the expiry date shall be adjusted accordingly.

This guarantee shall be governed by the laws of [Name],

and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Signed by (signature):

Name: [Name]

Date: [Date]

Signed by (signature):

Name: [Name]

Date: [Date]



PERFORMANCE SECURITY – SURETY BOND

[All italicised text and any enclosing square brackets is for use in preparing the form and should be deleted from the final product.]

NOTE: This form is suitable during the Design-Build Period. If a security is required during the Operation Service Period (either in the form envisaged in the Contract, or in another form), this must be carefully prepared with professional and legal help.

Name of Contract/Contract No.: Development of Underground Sewerage Scheme for MBMC

Name and address of Beneficiary (“the Employer”): Mira Bhayandar Municipal Corporation,
Chatrapati Shivaji Maharaj Marg,
Bhayandar (West) – 401 101
,Dist. Thane, Maharashtra

We have been informed that (name of Contractor): [Name]

(hereinafter called the “Principal”) is your contractor for the above-named Contract which requires him to obtain a performance security.

By this Bond (name and address of Contractor) [Name and Address]

who is the Contractor under the above named Contract, as Principal

and (name and address of Guarantor) [Amount]

as Guarantor, are irrevocably held and firmly bound to the Beneficiary in the total amount of

(amount in words: [Amount in words])

(the “Bond Amount”) for the due performance of all the Principal’s obligations and liabilities under the above named Contract.

The Bond shall become effective on the Commencement Date defined in the Contract.

Upon default by the Principal to perform any contractual obligation, or upon the occurrence of any of the events and circumstances listed in Sub-Clause 15.2 of the Conditions of Contract, the Guarantor shall satisfy and discharge the damages sustained by the Beneficiary due to such default, event or circumstance. However, the total liability of the Guarantor shall not exceed the Bond Amount.

The obligations and liabilities of the Guarantor shall not be discharged by any allowance of time or other indulgence whatsoever by the Beneficiary to the Principal, or by any variation or suspension of the Works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Principal or the Beneficiary, or by any other matters, whether with or without the knowledge or consent of the Guarantor.

Any claim under this Bond must be received by the [Date],
Guarantor on or before (the date six months after the
expected date of issue of the Commissioning Certificate),

(the “expiry date”), when this Bond shall expire and be returned to the Guarantor.

The benefits of this Bond may be assigned, subject to the provisions for assignment of the Contract, and subject to receipt by the Guarantor of evidence of full compliance with such provisions.

This guarantee shall be governed by the laws of India,

being the same country (or other jurisdiction) as that which governs the Contract. The Bond incorporates and shall be subject to the Uniform Rules for Contract Bonds, published as number 524 by the International Chamber of Commerce, and words used in this Bond shall bear the meanings set out in such Rules.

Whereas this Bond has been issued by the Principal and [Day] day of [Month], 20 [Year] the Guarantor on this

Signatures for and on behalf of the Principal

Signature:

Name: [Name]

Signature

Name: [Name]

Signatures for and on behalf of the Guarantor:

Signature:

Name: [Name]

Signature

Name: [Name]

ADVANCE PAYMENT GUARANTEE

Name of Contract/Contract No.: Development of Underground Sewerage Scheme for MBMC

Name and address of Beneficiary ("the Employer"): Mira Bhayandar Municipal Corporation,
Chatrapati Shivaji Maharaj Marg,
Bhayandar (West) – 401 101
,Dist. Thane, Maharashtra

We have been informed that (name of Contractor): [Name]

(hereinafter called the "Principal") is your contractor for the above-named Contract and wishes to receive early payment of, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we (name of bank): [Name]

hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of [Amount]

(amount in words [Amount in words])

(the "guaranteed amount") upon receipt by us of your demand in writing with your written statement stating:

- (a) that the Principal has failed to carry out his obligation(s) to rectify certain defect(s) for which he is responsible under the Contract, and
- (b) the nature of such defects.

This guarantee shall become effective upon receipt of the advance payment, or, where applicable, the first instalment thereof, by the Principal. Such guaranteed amount shall be reduced by the amounts of the advance payment repaid to you from time to time as evidenced by the Interim Payment Certificates issued under Sub-Clause 14.7 of the Conditions of Contract. Following receipt by us from the Principal of each Interim Payment Certificate, we shall promptly notify you of the revised guaranteed amount.

Any demand for payment must contain your signature(s) [Date] which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date 70 days after the expected date of completion of the Design-Build)

(the "expiry date"), when this guarantee shall expire and be returned to us.

If the advance payment has not been fully repaid 28 days prior to the expiry date, we undertake, upon receipt of your written demand and statement that the advance payment has not been repaid, to pay you the guaranteed amount within 28 days of your demand.

This guarantee shall be governed by the laws of [Name],

and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Signed by (signature):

Name: [Name]

Date: [Date]

Signed by (signature):

Name: [Name]

Date: [Date]

MAINTENANCE RETENTION GUARANTEE

Name of Contract/Contract No.: Development of Underground Sewerage Scheme for MBMC

Name and address of Beneficiary ("the Employer"): Mira Bhayandar Municipal Corporation,
Chatrapati Shivaji Maharaj Marg,
Bhayandar (West) – 401 101
,Dist. Thane, Maharashtra

We have been informed that (name of Contractor): [Name]

(hereinafter called the "Principal") is your contractor for the above-named Contract and wishes to receive early payment of, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we (name of bank): [Name]

hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of [Amount]

(amount in words [Amount in words])

(the "guaranteed amount") upon receipt by us of your demand in writing with your written statement stating:

- (a) that the Principal has failed to carry out his obligation(s) to rectify certain defect(s) for which he is responsible under the Contract, and
- (b) the nature of such defects.

This guarantee shall become effective upon receipt of the advance payment, or, where applicable, the first instalment thereof, by the Principal. Such guaranteed amount shall be reduced by the amounts of the advance payment repaid to you from time to time as evidenced by the Interim Payment Certificates issued under Sub-Clause 14.7 of the Conditions of Contract. Following receipt by us from the Principal of each Interim Payment Certificate, we shall promptly notify you of the revised guaranteed amount.

Any demand for payment must contain your signature(s) [Date] which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date 70 days after the expected date of completion of the Design-Build)

(the "expiry date"), when this guarantee shall expire and shall be returned to us.

If the advance payment has not been fully repaid 28 days prior to the expiry date, we undertake, upon receipt of your written demand and statement that the advance payment has not been repaid, to pay you the guaranteed amount within 28 days of your demand.

This guarantee shall be governed by the laws of [Name],

and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Signed by (signature):

Name: [Name]

Date: [Date]

Signed by (signature):

Name: [Name]

Date: [Date]