

1.16 ANNEXURES

ANNEXURE-I

On non-judicial stamp paper of minimum Rs. 100

Guarantee offered by Bank to IITH in connection with the execution of contracts) Form of Bank Guarantee for Earnest Money Deposit /Performance Guarantee/Security Deposit/Mobilization Advance/ Refund of milestone with held amount

1. Whereas the Executive Engineer (name of division), IITH on behalf of the President of India (hereinafter called "The Government") has invited bids under (NIT number)..... dated for (name of work)..... The Government has further agreed to accept irrevocable Bank Guarantee for Rs. (Rupees only) valid up to (date)*...as Earnest Money Deposit from (Name and address of contractor) (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the Executive Engineer (name of division)....., IITH on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number..... with(name and address of the contractor)..... (hereinafter called "the Contractor") for execution of work (name of work) The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)..... as Performance Guarantee/Security Deposit/Mobilization Advance/Refund of milestone withheld amount from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, (indicate the name of the bank)..... (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees.....only) on demand by the Government within 10 days of the demand.

3. We,(indicate the name of the Bank), do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. 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).

4. We, (indicate the name of the Bank), further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending On non-judicial stamp paper of minimum Rs. 100 before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. We, (indicate the name of the Bank)....., further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said 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 Government against the

said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement 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 of omission on the part of the Government or any indulgence by the Government to the said Contractor 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.

6. We, (indicate the name of the Bank)..... , further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, (indicate the name of the Bank)....., undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date

Witnesses:

1. Signature.....

Authorized signatory

Name and address

Name

Designation Staff code no.

2. Signature

Bank seal

Name and address

* Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.

**In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/mobilization advance/Refund of mile stone withheld amount, as the case may be.

ANNEXURE-II

INDEMNITY BOND (VIOLATION OF LAWS, NORMS, ACCIDENTS, DAMAGES ETC)
(On Non-Judicial Stamp Paper of Rs.100/-only)

Name of work: Setting up of 3.5MW in-house Captive Solar PV Plant at IIT Hyderabad campus Including Planning, Design, Supply, Installation, Testing & Commissioning with 05years Post commissioning Operation & Maintenance of Plant

KNOW all men by these presents that I/We _____ (Name of Contractor with address) do hereby execute Indemnity Bond in favour of Indian Institute of Technology (IIT) Hyderabad having their office at Kandi, Sangareddy-502284, Telangana, India and for the project IIT Hyderabad under consideration.

On this day of2024

THIS DEED WITNESSETH AS FOLLOWS:

I/We, (Name of Contractor) hereby do indemnify and save harmless IITH having their office at Kandi-502284, Sangareddy, Telangana, India from the following: -

1. Any third party claims, civil or criminal complaints/liabilities/material/life loss during site mishaps and other accidents such as snake bites etc or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed civil works by me/us.
2. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/us or any sub-Contractor/s if any, servants or agents.
3. Any claims by an employee of mine/ours or of sub-Contractors if any, under the workman compensation act and employers' Liability act, 1939 or any other law rules and regulations in force for the time being and any acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of execution of the Contract work and/or arising out of and in the course of employment of any workman/employee.
4. Any act or omission of mine/ours or sub-Contractor/s if any, our/their servants or agent which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF THE HAS SET HIS/THEIR HANDS ON THIS DAY OF SIGNED AND DELIVERED BY THE AFORESAID IN THE PRESENCE OF WITNESSES:

- 1.
- 2.