

EMD Bank Guarantee format

(Bank Guarantee in lieu of 80% of earnest money on non-judicial stamp paper of appropriate value)

Ref: Bank Guarantee No.

Dated:

The Superintending Engineer (IT),
Ajmer Vidyut Vitran Nigam Limited,
Opp.220kV GSS, Naka-Madar
Ajmer

- 1) Whereas.....[name of the bidder] (hereinafter called “the Bidder”) has submitted its bid dated.....[date of submission of bid] for[name of contract] (hereinafter called “the Bid”).
- 2) KNOW ALL PEOPLE by these presents that WE.....[name of bank] of.....[name of country], having our registered office at.....[address of bank] (hereinafter called “the bank”), are bound unto.....[name of purchaser] (hereinafter called “the purchaser”) in the sum of Rs.*.....for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the common seal of the said Bank this.....day of.....200.....
- 3) The Conditions of this obligation are:
 - a) If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Form; or
 - b) If the bidder refuses to accept the correction of error in his bid; or
 - c) If the bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity;
 - I) fails or refuses to execute the Contract agreement, if required; or
 - II) fails or refuses to furnish the performance security, in accordance with the General Conditions of Contract;
- 4) We undertake and authorize our branch situated at Ajmer (Rajasthan) address: to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three conditions, specifying the occurred condition or conditions.

The decision of the Superintending Engineer (IT), Ajmer Vidyut Vitran Nigam Limited, shall be final whether breach has been committed on the right to demand the amount of guarantee from us, which has accrued to the purchaser.

- 5) This guarantee shall not cease or determine, if the purchaser grants time or indulgence or vary the terms of the contract with the contractor or without our consent or knowledge.
- 6) The guarantee herein contained shall not be affected by any change in the constitution of the contractor.
- 7) We, further undertake not to evoke this guarantee during its currency except with the previous consent of the Superintending Engineer (IT), Ajmer Vidyut Vitran Nigam Limited,
- 8) All disputes arising under the said guarantee between the Bank and the AVVNL or between the Contractor and the AVVNL pertaining to the guarantee shall be subject to the jurisdiction of Courts in Ajmer, Rajasthan alone.
- 9) This guarantee will remain in force up to and including one hundred Eighty (180) days after the date of opening of bids, i.e. upto, with a further grace period of Ninety (90) days and any demand in respect thereof should reach the Bank not later than the above date.

Yours faithfully,

Bankers (EXECUTANT)

Witness:-

1.

2.

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* The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of bid.