

**BANK GUARANTEE IN CASE THE CLASS 'B' OR HIGHER ELECTRICAL LICENSE
ARE NOT AVAILABLE WITH THE BIDDER**

(On Rajasthan Govt. Non-Judicial Stamp Paper worth Rs.0.25% of BG value or Rs. 25000/-
whichever is less)

To,

The Superintending Engineer (IT),
Jodhpur Vidyut Vitaran Nigam Limited,
New Power House,
Jodhpur.

Dear Sir,

Whereas Jodhpur Vidyut Vitaran Nigam Limited, Jodhpur (hereinafter called the purchaser) has issued a bid enquiry under TN-IT-19 for Implementation of Real Time Data Acquisition System (RT-DAS) in JdVVNL for measurement of SAIFI/SAIDI of Non SCADA towns under IPDS.

Whereas M/s(hereinafter called the bidder) has furnished a bid for supply of to The Superintending Engineer (IT), Jodhpur Vidyut Vitaran Nigam Limited, Jodhpur or his Nominated officer (s) .

Whereas in accordance with the provision of the specification of the aforesaid TN-IT-19 , the bidder can deposit a bank guarantee in lieu of the requirement of furnishing Electrical License Class B or Higher.

Whereas M/s (the bidder) have requested us (Name of the Bank) to furnish the bank guarantee in Case the Class 'B' or higher Electrical license are not available with the bidder for an amount equivalent to Rs 5,00,000 (in words Five lakh) only.

Under this Bank Guarantee, we (Name of the Bank) hereby undertake unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to the purchaser on his first demand without whatsoever right of objection on our part and without his first claim to the bidder in the amount not exceeding (amount of guarantee in figures and words).

Payment pursuant to this undertaking will be demanded by the purchaser from the Bank and will be met by the Bank without question in the case in which the bidder, on receipt of the order and / or after the acceptance of this bid, makes default in furnishing the required Electrical License certificates. Also whether the occasion or ground has arisen for such demand the decision of The Superintending Engineer (IT), Jodhpur Vidyut Vitaran Nigam Limited, Jodhpur, shall be final.

The liability of the Bank shall not at any time exceed Rs. 5,00,000 (Rupees Five Lakh).The undertaking will be determined on but will not withstanding such determination, continue to be in force till the expiry of 9 months from that date.

No indulgence or grant of time by the purchaser to the bidder without the acknowledgement of the Bank will discharge the liabilities of the Bank under this guarantee.

The guarantee herein contained shall not be affected by any change in the constitution of the bidder.

All disputes arising under the said guarantee between the Bank and the bidder or between the bidder and the purchaser pertaining to the guarantee shall be subject to the jurisdiction of Courts only at JODHPUR in Rajasthan.

The bank further undertake not to revoke this guarantee during its currency except with the previous consent of The Superintending Engineer (IT), Jodhpur Vidyut Vitaran Nigam Limited, Jodhpur.

Notwithstanding anything contained herein before, the Bank's liability under this guarantee i.e restricted to Rs 5,00,000 (Rupees Five Lakh) and the guarantee shall remain in force upto Unless demand or claim in writing is presented on the Bank within nine months from that date, the bank shall be released and discharged from all liabilities there under. However, the validity of the bank guarantee shall be extended as and when required by the purchaser.

IN WITNESS WHEREOF the bank has executed these presents the day month..... and year.....

Yours faithfully,

(Bankers)
Executants

Witness:

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