

EMD PERFORMA

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank)

Bank Guarantee No. _____

Dated: _____

To

The Chief Engineer,
Smart City Project,
DHBVN, Gurugram

WHEREAS M/S _____ (Insert name of Bidder) _____ having its Registered/Head Office at _____ (insert address of the Bidder) _____ (hereinafter called " the Bidder") has submitted its Bid for the performance of the Contract for TSGP-05/2017-18 (hereinafter called " the Bid")

KNOW ALL PERSONS by these present that WE _____ (insert name & address of the issuing bank) _____ having its Registered/Head Office at _____ (insert address of registered office of the bank) _____ hereinafter called the Bank"), are bound into Dakshin Haryana Bijli Vitran Nigam (hereinafter called the Employer") in the sum of _____ (insert amount of Bid Security in figures & words) _____ for which payment well and truly to be made to the said employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 201 _____

The CONDITIONS of this obligation are:-

- (1) If the bidder withdraw/modify its bid during the period of bid validity specified by the Bidder in the tender.
- (2) If the Bidder does not accept the corrections to the arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Clause 25.2 or
- (3) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post-bid discussion; or
- (4) In case of a successful Bidder, if the Bidder fails within the specified time limit
 - (i) To sign the Contract Agreement, in accordance with ITB Clause 32 or
 - (ii) To furnish the required performance security, in accordance with ITB Clause 33 or
 - (iii) In any other case specifically provided for in ITB

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain force up to and including _____ (insert date, which shall be the date 30 days after the period of bid validity) _____, and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

(Signature of the authorized Signatory/ies)

Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel _____ Mobile _____

Fax Number _____

Email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

Email _____

Note:-

- 1 In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.
- 2 The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee (i.e end paragraph of the Bank Guarantee Preceding the Signature(s) of the issuing authority (ies) of the Bank Guarantee): _____

Quote:-

" Notwithstanding anything contained herein:

- 1 Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ (value in words) _____.
- 2 This Bank Guarantee shall be valid upto _____ (validity date) _____.
- 3 We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____".

Unquote