

FORM OF BANK GUARANTEE FOR EARNEST MONEY

(For depositing earnest money in case the amount for deposit exceeds Rs. 5000/-)

To.
 Managing Director,
 Paschimanchal Vidyut Vitran Nigam Ltd.,
 Victoria Park,
 Meerut.

Sir,

WHEREAS, Messers a company incorporated under the Indian Companies Act, its registered office at a firm registered under the Indian Partnership Act and having its business office at resident of.....carrying on business under the firm's name and style of Messers.....at.....Sri.....son of.....resident of.....Sri.....son of.....resident of.....partners carrying on business under the firm's name and style of Messers.....at.....which is unregistered partnership (hereinafter called 'The Tenderer') has/have in response to your Tender Notice against Specification No. PVVNL-MM/ -200 for.....offered to supply and/or execute the works as contained in the Tenderer's letter No. dated.....

AND WHEREAS the Tenderer is required to furnish you a Bank Guarantee for the sum of Rs.....as earnest money against the tenderer's offer as aforesaid.

AND WHEREAS we.....(name of the Bank) have at the request of the tenderer agree to give you guarantee as hereinafter contained.

NOW THEREFORE, in consideration of the premises we, the undersigned, hereby convenient that the aforesaid tender of the tenderer shall remain open for acceptance by you, during the period of validity as mentioned in the tender or any extension thereof as you and tenderer may subsequently agree and if the tenderer shall, for any reason back out, whether expressly or impliedly, from his said tender during the period of its validity or any extension there of as aforesaid we hereby guarantee to you the payment of the sum of Rs.....on demand, not withstanding the existence of any dispute between the Paschimanchal Vidyut Vitran Nigam Ltd. and the tenderer in this regard AND we hereby further agree as follows:

- a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with the tenderer in regard to the conditions contained in the said tender and hereby modify these conditions or add there to any further conditions as may be mutually agreed upon between you and the tenderer.

- b) That the guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the tenderer.
- c) That any account settled between you and the tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- d) That this guarantee commences from the date hereof and shall remain in force till the tenderer, if his tender is accepted by you, furnishes the security as required under the said specification and executes a formal agreement as therein provided or till four months after the period of validity or the extended period of validity, as the case may be of the tender, which ever is earlier.
- e) Notwithstanding anything contained above the liability of the Guarantor here-under is restricted to the said sum of Rs.....and this guarantee shall expire on the day of.....200.....unless a claim under the guarantee is filed with the guarantor within six months of such date all claims shall lapse and the guarantor shall be discharge from the guarantee.
- f) That the expressions 'The Tenderer' and 'The Bank' and 'Paschimanchal Vidyut Vitran Nigam Ltd.' herein used shall, unless such interpretation is repugnant to the subject or context, include their respective successors and assigns.
- g) We(Name of Bank) lastly undertake to pay to the (PVVNL) any money (so demanded notwithstanding any dispute or disputes raised by the Contractor (S) / Supplier (S) in any suit or proceeding pending before any court or Tribunal relating arbitration there to of liability under the present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) / supplier (s) shall have not claim against us for making such payment.

Yours faithfully,

NOTE:- The Bank guarantee should be exactly in this proforma without making any change or deletion.