

**BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

**(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULED BANK AUTHORISED BY RBI TO ISSUE:

A BANK GUARANTEE)

Ref: Bank Guarantee No:

Date:

To,

Tenughat Vidyut Nigam Limited

Hinoo, Doranda

Ranchi

Dear Sir,

In consideration of M/s. Tenughat Vidyut Nigam Limited having its Registered Office at Hinoo, Doranda, Ranchi:834002 hereinafter called "the Nigam" which expression shall unless repugnant to the subject context or meaning thereof includes its successors administrators and assigns (having agreed under the terms and conditions contained in letter no \_\_\_\_\_ dated \_\_\_\_\_ issued in favour of M/s \_\_\_\_\_ for (hereinafter referred to as "the contract" to accept the deed of guarantee as herein provided for Rs \_\_\_\_\_ from the Nationalized Bank as Earnest Money Deposit: to be made M/s \_\_\_\_\_ (hereinafter called "the Contractor') for the due fulfillment of the terms and conditions contained in the said contract by the contractor, we the \_\_\_\_\_ Bank (hereinafter referred to as the said Bank) having its Registered Office at \_\_\_\_\_ do hereby undertake and agreed to pay the Nigam to the extent of Rs. \_\_\_\_\_ on demand stating that the amount claimed by the Nigam is due and payable by the contractor for the reasons.

In accordance with your Tender Notice for ..... undersigned specification no. ...., dated....., M/s. ....(thereafter called the tenderer) we, the .....(the Bank) submit the said Bank Guarantee on the following terms & conditions: -

- (i) Whereas to participate in the said tender for the following:
  - a. ....
  - b. ....
  - c. ....

It is a condition in the tender documents that the tenderer has to deposit Earnest Money amounting to Rs..... (Rupees.....) with respect to the tender with M/s. TENUGHAT VIDYUT NIGAM LIMITED (hereinafter referred to as 'Corporation') by a Bank Guarantee from a Nationalized/

Scheduled Bank irrevocable and operative till 06 (six) months after the validity of the offer (i.e.....month from the date of opening of tender) for the like amount which is likely to be forfeited on the happening of contingencies mentioned in the tender documents.

(ii) We \_\_\_\_\_ Bank agree that the Nigam shall be the sole judge as to whether the said contractor has failed / neglected in performing any of the terms and conditions of the said contract and the decision of the company in this behalf' shall be final and binding on us.

(iii) We the said Bank further agree that the Guarantee herewith contained shall remain in full force and effect up to \_\_\_\_\_ and any claim received after the said date shall in no case bind on the Bank.

(iv) The right of the Corporation to recover the said amount of Rs..... (Rupees.....) from us in manner aforesaid will not be precluded/affected even, if disputes have been raised by the said M/s. ....(Tenderer) and /or dispute or disputes are pending before any authority, office, tribunal and /or arbitrator (s) etc.

(v) We \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Nigam, in writing.

(vi) The Bank has under its constitution, power to give this guarantee and Mr. Manager, who has signed it on behalf of the Bank, has authority to do so.

(vii) This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder /Contractor.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_

Signature of the authorized person

For and on behalf of the Bank

Name:

Designation:

Place : \_\_\_\_\_

(With Bank's Rubber Stamp)

Attorney as per power of Attorney No:

Dated:

Witness

Signature:

Name:

Official address:

Under Jurisdiction of Ranchi Court only.