

PROFORMA OF BANK GUARANTEE FOR SUBMISSION OF EMD BY BIDDER

(To be stamped in accordance with the Indian Stamp Act)

Ref: No. _____ Bank Guarantee No. _____ Date _____

To

The Braithwaite Burn And Jessop Construction Company Limited,

(A Government of India Enterprise)

Registered Office –

27, R.N.Mukherjee Road,

Kolkata-700 001.

Dear Sir(s),

This guarantee executed this ____ day of _____, 201__ by

_____, **BANK**, having its Registered Office at

Pin Code - _____, and acting through its branch office at _____, Pin Code - _____

(hereinafter referred to as **“the Bank”**) in favour of **THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED**, a Government of India Enterprise and a company incorporated under the Companies Act, having its registered office at 27, R.N.Mukherjee Road, Kolkata – 700001 (hereinafter referred to as **“the Principal”**, which expression shall include its successors and assigns).

WE the Bank have been informed that **M/S.** _____, having its Registered Office at _____

_____, Pin Code - _____, (hereinafter referred to as **“the Bidder”**, which expression shall include its successors and assigns) intends to submit to the Principal its Tender (hereinafter called **“the Tender”**) for the execution of _____ (**name of the Contract**) under invitation for Tender(s) No. _____ dated _____.

Continued...

WHEREAS, the Bidder is required to furnish Earnest Money Deposit (EMD) for the sum of Rs. _____ /- (Rupees _____ only) in the form of Bank Guarantee, according to the Principal's condition of the Tender, to be issued in favour of the Principal for a period of _____ months (i.e. upto _____).

WHEREAS we _____ the Bank have been requested by the Bidder, agreed to give this Bank Guarantee of Rs. _____ /- (Rupees _____ only) for submission of EMD in favour of the Principal and we the Bank as the Guarantors are in agreement to do so.

NOW THIS BANK GUARANTEE WITNESSETH that We the undersigned being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that in consideration of the aforesaid premises, we the Bank hereby, unconditionally and irrevocably guarantee to pay to the Principal upon demand in writing whenever required by them to do so (during validity period), such sum or sums of money not exceeding the said sum of Rs. _____ /- (Rupees _____ only) as above stated.

We, the Bank hereby agree that upon receiving a written demand by the Principal we shall immediately honour the said claim of the Principal and promptly pay the amount claimed under this Guarantee without any demur and the Principal shall not be questioned for any justification of such demand in any manner whatsoever.

We, the bank further agree that the guarantee herein contained shall remain in full force for the agreed period as said above and in the event of claims lodged by the Principal this Bank Guarantee shall continue to remain enforceable till the Principal's claims are fulfilled or discharged by the Bank.

We, the bank do hereby undertake to indemnify and keep indemnified the Principal to the extent of Rs. _____ /- (Rupees _____ only).

We, the bank as the Guarantors, further agree that on a demand made by the Principal for honoring the Bank Guarantee, we have no right to refuse or decline such demand for any reason whatsoever. The fact that there is a dispute (in any manner whatsoever) between the Bidder and the Principal shall always have a right to enforce the Bank Guarantee unconditionally without any reference to the said Bidder.

We, the Bank, further agree that a mere written demand by the Principal is sufficient for us, to pay the full amount covered by the Bank Guarantee without reference to the said Bidder and any protest by the Bidder cannot be valid ground for us, to decline payment to the Principal.

We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect for _____ months (i.e. upto _____).

Continued...

It shall not be necessary for the Principal to proceed against the Bidder before proceeding against us, the Bank as the Guarantors and the guarantee herein contained shall be unconditionally enforceable against us, the Guarantors, notwithstanding any security which the Principal may have obtained or obtain from the Bidder at the time when proceedings are taken against us, the Guarantors, hereunder be outstanding or unrealized.

Provided always that we the Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the validity period or the extended period of the guarantee, as the case may be on being called upon to do so by the Principal and the cost related to this will be borne by the Bidder only. If the guarantee is not renewed or the period extended on demand, we the Bank shall pay the Principal the full amount or guarantee on demand and without demur.

The Bank agrees that no change, addition, modifications to the terms of the Tender documents or to any document, which have been or may be made between the Principal and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Principal at any time.

We, the Bank hereby undertake not to revoke this Guarantee during its currency except with the previous consent of the Principal in writing and agree that any change in the constitution of the Bidder or the Bank shall not discharge our liability hereunder.

The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Principal. The Bank, under this Guarantee, shall be deemed as "Principal Debtor" of the Principal herein.

Notwithstanding anything contained herein:

- (i) Our liability under this Bank Guarantee shall not exceed Rs. _____ /- (Rupees _____ only).
- (ii) This Bank Guarantee shall be valid up to _____ and for claim upto _____.
- (iii) The Guarantee herein before contained shall not be affected in any way by any change in the constitution of the bank or of the Bidder.
- (iv) We are liable to pay to the Principal the Guarantee amount or any part thereof under this Bank Guarantee only and only if the Principal serves upon us a written claim or demand, on or before _____.