

**BANK GURANTEE FOR TENDER SECURITY/EARNEST MONEY DEPOSIT OF
TENDER**

To

**BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)
3RD FLOOR BMTc CMPLEX,
K.H.ROAD, SHANTHINAGAR
BANGALORE- 560027.
KARNATAKA, INDIA.**

1. **WHEREAS** _____ (Name and Address of the Tenderer hereinafter called the "Bidder") has undertaken for submission of Tender in pursuance of contract No. _____ (description of the contract work of Bangalore Metro Rail Project to be specified, hereinafter called "the Tender").

2. **AND WHEREAS** it has been stipulated in the concerned Tender notification issued by Bangalore metro Rail Corporation Limited (BMRCL) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, herein after called the Employer) to the bidder that the bidder shall furnish to EMPLOYER (BMRCL) with a Bank Guarantee as per the conditions of the Tender, from an Indian scheduled Bank (excluding Cooperative Bank) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 r/w second schedule for, the sum specified herein below as Tender security for compliance of the obligation and performance, in accordance with the concerned Tender conditions.

3. **AND WHEREAS** we _____ (the name and full address of the Bank including Email address) having registered office at _____ (hereinafter referred to as the issuing Bank) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, do hereby agree to give the contractor such a Bank Guarantee, drawn and payable at Bangalore _____ through Bangalore _____ Branch.

4. **NOW therefore**, we hereby affirm that we are the guarantor and responsible to EMPLOYER (BMRCL) and their successor, on behalf the bidder up to a total sum of Indian Rupees of Rs. _____ (amount of Guarantee to be specified in figure and words), such sum being payable equal to the currencies in which the contract price is payable and we hereby further unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil, or arguments any sum or sums within the limits of Indian Rupee _____ (Bank guarantee amount to be specified) as aforesaid without your needing to prove or to show grounds or reasons for your demand, by depositing/crediting to the Current A/c. of EMPLOYER (BMRCL), the sums specified therein.

5. This Bank Guarantee is encashable or extendable at our designated Branch in Bengaluru (Bangalore) Karnataka, India, as mentioned below:

Name of the Bank, Branch and contact details

Address

Telephone no: & Fax No:

E-mail Address

Branch manager name& mobile No:

Bank Zonal Office Address, Telephone No:, Fax Number,

E-mail Address

6. "This Bank Guarantee shall be encashed unless renewed by the contractor at the request of the Employer, before the due date".

7. The Bank is liable to pay the EMPLOYER (BMRCL), any amount upto and inclusive of the aforementioned full amount upon written order from the EMPLOYER (BMRCL). The Bank will pay the money required by the EMPLOYER (BMRCL) immediately on demand without delay without reference to the bidder and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the bidder.

8. BMRCL shall have full rights to encash this Bank Guarantee at any time during the guarantee period and the bidder shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer (BMRCL). The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the EMPLOYER (BMRCL), without the consent of the bidder and without referring the matter to the bidder.

9. Courts at Bangalore, Karnataka, India shall have exclusive jurisdiction to adjudicate disputes arising out of encashment of the Guarantee, and we, the said Bank, undertake not to revoke this Guarantee during its currency, except with the previous consent of the Employer in writing and agree that any change in the constitution of the Bank shall not discharge our liability hereunder.

10. This Bank Guarantee will not be discharged due to the change in the constitution of the bidder or change in the constitution of the issuing bank

11. This guarantee is executed and issued by Shri _____ who is/are authorized by the Bank for issuing the guarantee in its behalf and his ID No. and Email address being-----.

12. The Banks liability under this Guarantee shall not exceed the amount of INR_____(to be specified in words and figures_____).

13. This guarantee shall be valid for (period to be specified) till _____
(Period to be mentioned).

14. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

15. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the first occurrence of either of the following events:.

a) Payment by the Bank of the Guaranteed sum in full to the Employer/BMRCL

or

b) Receipt of written communication from the Employer/BMRCL, to the issuing Bank, along with the Original Bank Guarantees discharging the Bank of its liability covered by this Bank Guarantee.

SIGNATURE AND SEAL OF THE GUARANTOR

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF THE BANK_____

NAME OF THE BANK_____

ADDRESS_____

ADDRESS_____

DATE:

DATE: