

SPECIAL ADVANCE BANK GURANTEE

To

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

1. **WHEREAS** _____ (Name and Address of the Contractor hereinafter called the "Contractor") has undertaken for due performance of contract, in pursuance of contract No. _____ (description of the contract work of Bangalore Metro Rail Project to be specified) (hereinafter called "the Contract"). The said contract was awarded 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, Hereinafter called the Employer) to the Contractor.

2. **AND WHEREAS** as per the conditions of the contract the Employer may consider provision of the Special Advance to the contractor in the interest of expecting progress/completion of the project against a Bank Guarantee for an amount of the advance sanctioned as specified in the contract and in the form acceptable to the Employer (BMRCL).

3. **AND WHEREAS** it has been stipulated in the concerned contract awarded to the contractor that the contractor shall furnish to BMRCL with a Bank Guarantee 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 as security for Special Advance of cash amount.

AND WHEREAS it has been further stipulated that the employer agrees to provide Special Advance money to the Contractor on furnishing Bank Guarantee issued by Indian Scheduled Bank (excluding cooperative Bank) or by a schedule Foreign Bank as defined in section 2(e) of RBI Act 1934 r/w second schedule).

4. At the request of the contractor, we (Name of the Bank, address, Headquarters, Branch etc) (Hereinafter called the BANK) have agreed to give such guarantee.

5. **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 EMPLOYER (BMRCL) on behalf of the contractor such a Bank Guarantee, drawn and payable at Bangalore _____ through our Bangalore _____ Branch.

6. 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:

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

8. **NOW therefore**, we hereby affirm that we are the guarantor and responsible to EMPLOYER (BMRCL) and their successors, on behalf of the contractor up to a total sum of _____ (amount of Guarantee to be specified in figure and words), in the respective currency i.e., INR or Foreign currency (indicate currency amount in figures and words) such sum being payable in the respective currencies in which the contract price is payable. Further, we hereby 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 the sum specified in this Bank Guarantee as aforesaid without you being required to prove or to show grounds or reasons for your demand, by depositing/crediting to the Current A/c. of BMRCL, the sums specified therein.

9. The Bank will pay the money required by EMPLOYER (BMRCL) immediately on demand without delay without reference to the Contractor 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 Contractor.

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

11. Courts at Bangalore, Karnataka, India shall have exclusive jurisdiction to adjudicate the 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 issuing Bank shall not discharge our liability hereunder.

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

13. 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-----.

14. The Bank's liability under this Guarantee shall not exceed the amount of INR/Foreign currency. _____ (to be specified in words and figures _____).

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

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

17. 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.

Date

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF THE BANK _____
ADDRESS _____