

**PROFORMA BANK GURANTEE (EARNEST MONEY)**

This deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having one of its branches at \_\_\_\_\_ acting through its Manager (hereinafter called the “Bank”) which expression shall wherever the context so requires includes its successors and permitted assigns in favour of REC Power Development and Consultancy Limited (A Govt. of India Enterprise) registered under the Companies Act, 1956, having its office at \_\_\_\_\_ (Here in after called “RECPDCL”) which expression shall include its successors and assigns.

WHEREAS RECPDCL has invited tender vide their Tender Notice No. \_\_\_\_\_ Dated \_\_\_\_\_ to be opened on AND WHEREAS M/s \_\_\_\_\_ (Name of Tenderer) having its office at \_\_\_\_\_ (hereinafter called the “Tenderer”), has/have in response to aforesaid tender notice offered to supply/ do the job \_\_\_\_\_ as contained in the tender.

AND WHEREAS the Tenderer is required to furnish to RECPDCL a Bank Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) as Earnest Money for participation in the Tender aforesaid.

AND WHEREAS, we \_\_\_\_\_ (Name of the Bank) have at the request of the tenderer agree to give RECPDCL this as hereinafter contained.

NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that, the aforesaid Tender shall remain open for acceptance by RECPDCL during the period of validity as mentioned in the Tender or any extension thereof as RECPDCL and the Tenderer may subsequently agree and if the Tenderer for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay RECPDCL, New Delhi on demand without demur to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).

We further agree as follows: -

01. That RECPDCL may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between RECPDCL and the Tenderer AND the said Bank shall not be released from its liability under these presents by an exercise by RECPDCL of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the RECPDCL or any indulgence by RECPDCL to the said Tenderer or any other matter or thing whatsoever.

02. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to RECPDCL in terms thereof.

03. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RECPDCL in writing and agree that any change in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTANDING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) and this Guarantee shall remain in force till \_\_\_\_\_ unless a claim under this guarantee is filed with the bank within \_\_\_\_\_ [210 (Two Hundred and Ten) from bid submission deadline] \_\_\_\_\_ days from this date or the extended date, as the case may be i.e. up to \_\_\_\_\_ all rights under this Guarantee shall lapse and the Bank be discharged from all liabilities hereunder. In witness whereof the Bank has subscribed and set its name and seal here under. \_\_\_\_\_

---

Authorized Signature

Seal of Bank