

**EMD Bank Guarantee format**

(Bank Guarantee in lieu of earnest money on non-judicial stamp paper of appropriate value)

Ref:

Bank Guarantee No. ....

Dated: .....

To:

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Dear Sir,

1. WHEREAS Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai-14, has invited tender for "Selection of Contractor for the Proposed Redevelopment of Executive Quarters at No.75, Musiri Subramaniam Salai (Formerly Oliver Road), Mylapore, Chennai – 600 004" (name of Service) as are set out in the e-tender with ref. NO. CO:EST:TNR:RPS:005:2025-26 dated 02/07/2025.
2. It is one of the terms of said tender that the Bidder shall furnish a Bank Guarantee for a sum of Rs.7,65,000/- (Rupees Seven Lakh Sixty Five Thousand only) as Earnest Money Deposit.
3. M/s. \_\_\_\_\_ (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs.7,65,000/- (Rupees Seven Lakh Sixty Five Thousand only)
4. NOW THIS GUARANTEE WITNESSETH THAT

We (Name of Bank), a company incorporated under the Companies Act, 1956 and also a banking company within the meaning of Section 5(c) of the Banking Regulation Act 1949, having its registered office at \_\_\_\_\_ and one of the branches at \_\_\_\_\_ (hereinafter referred to as the "BANK") do hereby agree with and undertake to the Indian Bank, that in the event of the Indian Bank coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the Indian Bank, pay without demur to the Indian Bank, a sum of Rs.7,65,000/- (Rupees Seven Lakh Sixty Five Thousand only) that may be demanded by Indian Bank. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs.7,65,000/- (Rupees Seven Lakh Sixty Five Thousand only) and claims if any should reach to us on or before 120 days from 02/07/2025.



5. We also agree to undertake to and confirm that the sum not exceeding Rs.7,65,000/- (Rupees Seven Lakh Sixty Five Thousand only) as aforesaid shall be paid by us without any demur or protest, merely on demand received during the validity period of the Bank Guarantee from the Indian Bank on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Indian Bank shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Indian Bank, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and Indian Bank, pay Indian Bank forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the Indian Bank under this guarantee shall be independent of the agreement or agreements or other understandings between the Indian Bank and the Bidder. This guarantee shall not be revoked by us during its currency without prior consent in writing of the Indian Bank.
6. We hereby further agree that:
- a) Any forbearance or commission on the part of the Indian Bank in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the Indian Bank to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs.7,65,000/- (Rupees Seven Lakh Sixty Five Thousand only).
  - b) Our liability under these presents shall not exceed the sum of Rs.7,65,000/- (Rupees Seven Lakh Sixty Five Thousand only).
  - c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
  - d) This guarantee shall remain in force upto 120 days from 02/07/2025 as contained herein. If any further extension of this guarantee is required, the same may be extended at our sole discretion to such required period on receiving instruction from M/s. \_\_\_\_\_ whose behalf this guarantee is issued
  - e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 120 days from 02/07/2025 or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Indian Bank alone is the conclusive proof, whichever date is earlier.



- f) Unless a claim or suit or action is filed against us on or before 120 days from 02/07/2025, all the rights of the Indian Bank against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- g) This guarantee shall be governed by Indian Laws and the Courts in Chennai India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

7. Notwithstanding anything contained hereinabove:

- a) Our liability under this Bank Guarantee shall not exceed Rs.7,65,000/- (Rupees Seven Lakh Sixty Five Thousand only).
- b) This Bank Guarantee shall be valid upto 120 days from 02/07/2025.
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before 120 days from 02/07/2025 at \_\_\_\_\_. All your rights as well as our liability under this bank guarantee shall stand extinguished unless a written claim or demand is made under this guarantee not later than 120 days from 02/07/2025.

Yours faithfully,

Bankers (EXECUTANT)

Witness:-

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