## PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY

Ref:	Date: Bank Guarantee No.
	In accordance with invitation to Bid No
Address	
	Director(s)
wish/wish uncondition period of	er referred to as 'Tenderer' ed to participate in the said tender on furnishing an unequivocal and onal Bank Guarantee by the Tendered for the sum of Rs valid for a
2.	We, the (indicate the name of the Bank) do hereby, further undertake to pay the amount due and payable under this guarantee without any demur, merely on demand from the OPTCL stating that the amount claimed is due as per the terms of the said Bid. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
3.	We undertake to pay to the OPTCL any money so demand not withstanding any dispute or disputes so raised by the Contractor (s) in any suit or proceeding instituted/pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by as under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us under this bond for making such payment.
4.	We the (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during

sa Cl ha ac gu	be so enforceable till all the dues of the OPTCL under or by virtue of the aid Bid have been fully paid and its claims satisfied or discharged or till chairman, OPTCL certifies that the terms and conditions of the said Bid ave been fully and properly carried out by the said Tenderer and ecordingly discharges this guarantee. Unless a demand or claim under this uarantee is made on us in writing on or before the we shall e discharged from all liability under this guarantee thereafter.
th co va pe ar ag co lia gr th Co	We the
	his guarantee will not be discharged due to the change in the name, style nd constitution of the Bank or the Tenderer.
re	Ve(indicate the name of Bank) lastly undertake not to evoke this guarantee during its currency except with the previous consent of the OPTCL in writing.
	Te (the Bank) further agree that this guarantee shall also be avokable at our place of business at Bhubaneswar in the state of Orissa.
Dated the	
Witness:- 1. 2.	
	name of Bank)

the aforesaid period of ...... Days (...... days) and its shall continue