

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

Ref No: -

Bank Guarantee No.

Date: -

To,

The Senior General Manager (Central Procurement Cell),
ODISHA POWER TRANSMISSION CORPORATION Ltd.

Janpath, Bhubaneswar -751022.

BG Amount:

Validity Period:

Claim Period:

Dear Sirs,

In according with invitation to Bid No.----- of ODISHA POWER TRANSMISSION CORPORATION Limited [OPTCL] (hereinafter referred to as the OPTCL) for the purpose of -----

M/S-----, (Detail Address) wish to participate in the said tender and as a Bank Guarantee for the sum of Rs.-----/- (Rupees ----- Only) valid for a period of ----- Months is required to be submitted by the tenderer, as per Tender Specification. We the -----Bank, (Detail Address of the Issuing Branch) [hereinafter referred to as "Bank"] at the request of M/s ----- [hereinafter referred to as "Supplier(s)"] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period on written request by the Sr. General Manager [CPC] ODISHA POWER TRANSMISSION CORPORATION Ltd. an amount not exceeding Rs.-----/- (Rupees ----- Only) to the OPTCL., without any reservation. The guarantee would remain valid upto 04.00 PM of Dated-----, and if any further extension to this is required, the same will

be extended on receiving instruction from M/s -----, till such time as may be required on whose behalf this guarantee has been issued.

2. We, the ----- Bank , do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL stating that the amount claimed is due by way of loss or damage caused to or would caused to or suffered by OPTCL by reason of any breach by the said Supplier (s) of any of the terms or conditions and failure to perform 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.-----/- (Rupees ----- Only)

3. We undertake to pay to OPTCL any money so demanded notwithstanding 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 us under this bond shall be a valid discharge or our liability for payment there under and the Supplier(s) shall have no claim against us for making such payment.

4. We, the ----- Bank, further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of **300** days (**Three Hundred** Days) and it shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till **ODISHA POWER TRANSMISSION CORPORATION Ltd.** Certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Supplier(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before Dated----- we shall be discharged from all liability under this guarantee thereafter.

5. We the ----- Bank, further agree with the OPTCL that, the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Supplier (s) from time to time or to postpone for any time or from time to time only of the powers exercisable by the OPTCL against the said Supplier (s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability

by reason or any such variation postponement or extension granted to the Supplier (s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Supplier (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank of the 'Supplier (s).

7. We ----- Bank , lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.

8. We, the ----- Bank, further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar in the State of Odisha. (Detail Address of the Bhubaneswar Branch)

“Notwithstanding anything contained herein”

1. Our liability under this Bank Guarantee shall not exceed Rs.-----/-
(Rupees ----- Only)
2. This Bank Guarantee shall be valid upto Dated----- and
3. We are liable to pay guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us at Branch of Bhubaneswar in the state of Odisha a written claim or demand on or before Dated-----.

Dated, the _____ Day of _____

For _____ [Indicate name of Bank]

Signature
Full name
Designation
Power of Attorney No.
Stamp

WITNESS: (Signature with name and address)

(1)

Signature

Full name

(2)

Signature

Full name