

The format for Bank Guarantee provided for EMD in Appendix – G shall be replaced with following revised format

Appendix – G:

Form of Bank Guarantee for EMD Payment Beneficiary Name: VC, GUDA, D. No. 70-15-7/1, R.R.Nagar, N.F.C.L. Road, Kakinada-533005 East Godavari District, Andhra Pradesh

(From any Nationalised Bank located in India)
(Reference Clause 6.4 of Contract)

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref: _____ Bank Guarantee:

Date:

WHEREAS (name of firm) (hereinafter called 'CONSULTANT') wish to participate in tender enquiry Request for Proposal (RFP) File No _____ dated: _____ of Godavari Urban Development Authority (GUDA), (hereinafter referred to as the 'Employer') for (Tender name). WHEREAS in terms of the tender conditions the Consultant is required to furnish to the GUDA a Bank Guarantee for a sum of Rs. (Rupees _____ only) as earnest money against the Consultant's offer aforesaid.

AND We _____ (Name of Bank) having its Head Office at (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand and/or, all monies payable by the Consultant to the extent of as aforesaid at any time up to _____ @ _____ without any demur, reservation, contest, recourse or protest if the Consultant shall for any reason withdraw whether expressly or implied their said tender during the period of its validity or any extension thereof or the Consultant fails to execute the agreement for the work awarded to them by GUDA and/or without any reference to the Consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

We, The Bank, further agree to that our liability to pay the aforesaid amount is not dependent on or conditional on any proceeding against GUDA and we shall be liable to pay the amount without any demur, merely on a claim raised by the GUDA.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the said Consultant but shall in all respects and for all purposes be binding and operative until payment of all money(s) due to the GUDA in respect of such liability under the guarantee is restricted to _____ Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until / / _____ (insert bid submission date + bid validity period as per clause 2.10 (Sl. No. 5), Data Sheet. We shall be relieved and discharged from all our liability thereunder.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Employer may have in relation to the Consultant's liabilities.

We, the _____, undertake not to revoke this guarantee during its pendency/currency except with the previous consent of the GUDA in writing.

Date this _____ day of _____ 20_____ at

Witness

(Signature) (Signature)

(Name) (Name)

Designation

(with Bank Stamp)(with Bank Stamp)

The stamp papers of appropriate value shall be purchased in the name of bank which issues the "Bank Guarantee"

The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (Scheduled) located in India.