

NEW EMD FORMAT (AMENDED)

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

1. In consideration of KIOCL Limited, II Block, Koramangala, Bengaluru-560034 (hereinafter called 'Company') having agreed to exempt _____ (Name and address of the Bidder) _____ (hereinafter called the said "Bidder") from demand under the terms and conditions of the Tender Documents No _____ (Tender No. and Date as specified in the Tender Document _____ dated _____ and subsequent corrigendum issued by the company from time to time of Earnest Money deposit for the due fulfillment by the said Bidder of the terms and conditions contained in the tender document on production of Bank Guarantee for ₹ / Foreign currency _____ (Value of the EMD in figures and words as specified in the Tender Document) _____ (Rupees/ Foreign Currency _____ only),

We _____ (hereinafter referred to as "The Bank") at the request of Bidder do hereby undertake to pay to the Company an amount not exceeding ₹ / Foreign Currency _____ (Value of the EMD in figures and words as specified in the Tender Document) _____ (Rupees / Foreign Currency _____ only) against any loss or damage caused to or suffered, would be caused to or suffered by the Company by reason of any breach by the said Bidder of any of the terms and conditions contained in the said Tender Documents.

2. We _____ (indicate the name of the bank) do hereby unconditionally and irrevocably undertake to pay to the Company an amount to the extent of / Foreign Currency _____ (Value of the EMD in figures and words as specified in the Tender Document) _____ (Rupees / Foreign Currency _____ only) without any demur, merely on a demand from the Company of such demand stating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of breach by the said Bidder of any of the terms and conditions contained in the said Tender documents. 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 / Foreign Currency _____ (Value of the EMD in figures and words as specified in the Tender Document) _____ (Rupees / Foreign Currency _____ only).

3. We (indicate the name of the bank) undertake to pay to the Company the amount so demanded notwithstanding any dispute or disputes raised by the Bidder and / or any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other Authority relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

4. We _____ (indicate the name of the bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period fromto.....

Unless a demand or claim under this Guarantee is made on us in writing on or before _____ (90 days from the Date of expiry of the Bank Guarantee)____, we shall be discharged from all liability under this Guarantee thereafter.

5. We _____ (indicate the name of the bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the Tender Documents or to extend time of finalizing the bid from time to time and to forbear or enforce any of the terms and conditions relating to the Tender Documents and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance, act or omission on the part of the company or any indulgence by the Company to the said Bidder 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 constitution of the Bank or the Bidder.

7. In order to give full effect to the Guarantee herein contained, the Company shall be entitled to act as if we were its principal debtors in respect of all its claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this guarantee.

8. Further, we hereby certify that this guarantee is adequately stamped under the relevant State Stamp Act and any deficiency in execution of this Guarantee shall not have the effect of relieving us.

9. We..... (indicate the name of the Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Company in writing.

Dated theday of(month & year)

for

(Bank Name and Address)

Place of Issue
Bank Phone No.
Bank Fax No.
Bank E-MAIL ID.

1000038