

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(ON NON JUDICIAL PAPER OF APPROPRIATE VALUE)**

Bank Guarantee No. & date.....

Guaranteed Amount: Rs.....

Date of Expiry:

Name of Work: Drawing, design & execution of 575 bedded Multispeciality Hospital at
Sichey (Sochyagang), Gangtok, Sikkim.

To,
Chief Engineer,
Buildings & Housing Department.
Govt. of Sikkim.
Gangtok – 737 101.
Sikkim.

Dear Sir,

M/s.....(Tenderer Name and Address)..... wish to submit their bid for award of work for drawing, design & execution of 575 bedded Multispeciality Hospital at Sichey (Sochyagang), Gangtok, Sikkim on Lump-sum, fixed cost and turnkey basis as per prescribed terms and conditions of the tender document, and is due for submission by.....2010 at Gangtok, Sikkim. The Tender conditions require the intending tenderer to submit a sum of Rs.50.00 lakh (Rupees fifty lakhs only) as Earnest Money Deposit in the forms therein mentioned. This includes Guarantee executed by Scheduled or Nationalised Bank, on behalf of Intending Tenderer, undertaking full responsibilities to indemnify the Chief Engineer, Buildings & Housing Department, Government of Sikkim in case of default of the prescribed terms and conditions of the said Tender.

M/s..... (Tenderer Name and Address)..... has, in view of the above, approached us and at their request and in consideration of the promises, we,.....(Bank Name) having our office at.....(Address).....have agreed to give such guarantee as hereunder mentioned:-

1. We,.....(Name of Bank)....., do hereby undertake and agree to pay to you, on demand, in such manner as you may direct, full amount of Rs.50.00 lakh (Rupees fifty lakhs only) or part thereof, in the event of any default made by M/s.....(Tenderer Name and Address).....in performing any of the terms and conditions of the tender and against any loss or damage caused to or suffered or would be caused to or suffered by the Buildings & Housing Department, Government of Sikkim by reason of any breach of the terms and conditions of the tender referred above.
2. We,.....(Name of Bank)....., do hereby undertake to pay the amounts due and payable under the Guarantee without any demur, merely on demand from the Buildings & Housing Department, Government of Sikkim stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said bidder of any of the terms and conditions submitted by the bidder or by reason of failure to perform the said commitment. Any such demand made on the Bank shall be conclusive with regard to 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.50.00 lakhs (Rupees fifty lakhs only).

3. We undertake to pay the Buildings & Housing Department, Government of Sikkim any money so demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any court or tribunal relating thereto or liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the bidders shall have no claim against us for making such payment.
4. We,.....(Name of Bank)....., further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said commitment and for any liability which may arise during its legal validity. It shall continue to be enforceable till all the dues of the Government under or by virtue of the said commitment have been fully paid and its claims satisfied or discharged or till Buildings & Housing Department, Government of Sikkim certifies that the Terms & Conditions of the said commitment have been fully and properly carried out by the said bidder and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before....., we shall be discharged from all liabilities under this guarantee thereafter.
5. We,.....(Name of Bank)....., further agree, that the Government shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary the Terms & Conditions of the said Tender Enquiry or to extend time of performance by the said bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said bidder and to forbear or enforce any of the Terms & Conditions relating to the said Tender Enquiry and we shall not be relieved from our liability by reason of such variations or extensions being granted to the said bidder or for any forbearance, act or omission on the part of Government or any indulgence by the government with the said bidder or any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
6. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or changes in the constitution or insolvency of the said bidder but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
7. This guarantee will not be discharged due to the change in constitution of Bank.
8. We,.....(Name of Bank).....lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Government in writing.

Yours faithfully,

.....**Bank**
By its Constituted Attorney

Signature of a person duly authorized to sign
On behalf of the Bank.

Dated:.....