

Annexure-8:
Format for Bank Guarantee

<On Rs100/- Stamp Paper>

<Name of the Bank with Address>

To

Commissioner cum Secretary,
Board of Revenue, Uttarakhand
Dehradun - 248001

Dear Sir,

Guarantee No. : <Bank Guarantee Reference Number>
Amount of Guarantee : Rs. <Amount in Figures>/-
Guarantee cover : From <From Date> to <To Date> (Both dates inclusive)

This deed of guarantee executed by the having its Head Office at <Head office place>, and amongst other places a branch at <Branch Name> (hereinafter referred to as "the Bank" which expression shall include its successors and assignees so as to bind ourselves, our successors and assignees) in favor of "Commissioner cum Secretary, Board of Revenue, Uttarakhand, Dehradun" (hereinafter referred to as "the Beneficiary") for an amount not exceeding Rs (Rupees <Amount in words>) at the request of <Name of the Bidder> (hereinafter referred to as "the Bidder").

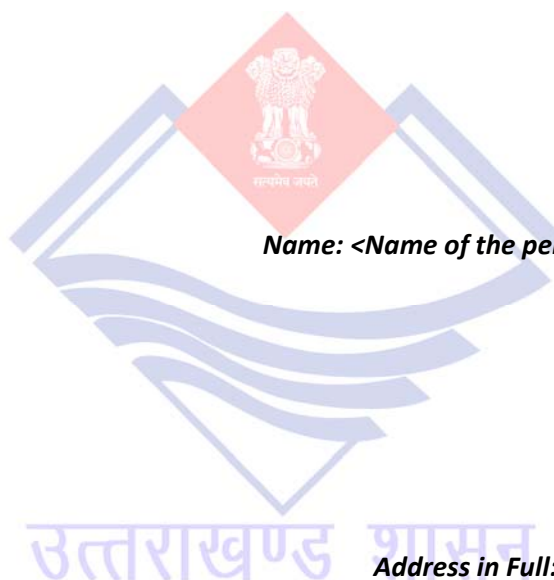
NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Bidder's obligation during the project, under and in accordance with the bid document, and agrees and undertakes to pay to "The Beneficiary", upon its mere written demand from time to time, and without any demur, reservation, recourse, contest or protest, and without any reference to the Bidder, such sum or sums up to an aggregate sum of the Bid Guarantee amount as the Beneficiary shall claim, without the Beneficiary being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. This guarantee is issued subject to the condition that the liability of the bank under this bank guarantee is limited to a maximum of Rupees <Amount in words> and the guarantee shall remain in full force up to <To Date> and can not to be invoked otherwise than by a written demand claim under this guarantee served on the bank on or before <To Date>.
3. BG for Rs<Amount in Figures> in favor of " Commissioner cum Secretary, Board of Revenue, Uttarakhand, Dehradun " Whereas <Name of the Bidder> has submitted its bid dated <Bid Date> for <Name of the work as per tender> as per tender dated<Tender date>. KNOW ALL MEN by these Presents that WE, <Name of the Bank> Branch <Name of the Branch> our registered office at <Registered Office Address> are bound up to " Chairman Revenue Board, _____, State " (herein after called "The Beneficiary") in the sum of Rs <Amount in words> for which payment will and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents.

4. The Beneficiary shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Bid Document or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Bidder contained in the Bid Document or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Beneficiary against the Bidder, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Bid Document and/or the securities available to the Beneficiary, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Beneficiary of the liberty with reference to the matters aforesaid or by reason of time being given to the Bidder or any other forbearance, indulgence, act or omission on the part of the Beneficiary or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
5. In order to give effect to this Guarantee, the Beneficiary shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Bidder and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
6. It shall not be necessary, and the Bank hereby waives any necessity, for the Beneficiary to proceed against the Bidder before presenting to the Bank its demand under the Guarantee.
7. A letter from the Beneficiary, under the hand of the " Commissioner cum Secretary, Board of Revenue, Uttarakhand, Dehradun " of the Beneficiary that the Bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the bid document shall be conclusive, final and binding on the Bank. The Bank further agrees that the Beneficiary shall be the sole judge as to whether the Bidder is in default in due and faithful performance of its obligations under the bid document and its decision that the Bidder is in default shall be final, and binding on the Bank, notwithstanding any differences between the Beneficiary and the Bidder, or any dispute between them pending before any court, tribunal, arbitrators or any other Corporation or body, or by the discharge of the Bidder for any reason whatsoever.
8. This Guarantee is in addition to an not in substitution of any Guarantee or Security now or which may hereafter be held by the Bidder in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Bidder under the Agreement.
9. We undertake to pay to the "Commissioner cum Secretary, Board of Revenue, Uttarakhand, Dehradun" up to the above amount upon receipt of its first written demand, without the Beneficiary having to substantiate its demand.
10. This guarantee will remain in force as specified in Clause <respective clause number in the tender> of the Bid document and any demand in respect thereof should reach the Bank, not later than <date> from the date of expiry of this Guarantee.
11. Notwithstanding anything contained herein the Bank's liability under this Guarantee shall be restricted to Rs <Amount in words> and the Guarantee shall remain in force only up to <date> and unless a demand or claim in writing is made by the Beneficiary on the Bank on this Guarantee, not later than <date> from the date of expiry of this Guarantee., all rights of the Beneficiary under this Guarantee shall be forfeited and the bank shall be discharged from all liabilities under this Guarantee.

12. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Beneficiary in writing, and declares that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
13. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice to effect payment thereof forthwith, and if sent by post it shall be deemed to have given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Bidder that the envelope was posted shall be conclusive.
14. The Bank does hereby declare that Mr. <Name of bank's the authorized person with employee code and designation> is authorized to sign this Guarantee on behalf of the bank and to bind the bank thereby.

Signed and sealed this <date in words> day of <Month in words>, <Year in words> at <Time in figures (IST)>.



For <Name of the Bank>

<Signature in full>

Name: <Name of the person signing on behalf of bank>

Phone: <Telephone Number>

Fax: <Fax Number>

e-mail: <e-mail address>

Address in Full: <Address of the branch in full>

--End--