Earnest Money Deposit Form (Bank Guarantee)

To,
Managing Director,
Chhattisgarh Medical Services Corporation Ltd.
4th Floor, CGHB Commercial Complex,
South-East Corner, Sector 27, Nava Raipur,
Atal Nagar, Chhattisgarh -492015

1. In consideration of Chhattisgarh Medical Services Corporation Ltd. of Chhattisgarh, having its office at 4th Floor, CGHB Commercial Complex, South-East Corner, Sector 27, Nava Raipur, Atal Nagar, Chhattisgarh -492015 (herein after called ' 'CGMSCL' which expression shall unless it be repugnant to the subject or context on meaning thereof include its successors and assign or assigns) having invited tenders in connection with **NIT No. ..... Date.....** for the execution of the work of **"......"** and in future consideration of the CGMSCL having consented to permit **....., having registered office at .....** (hereinafter called "the Tenderer" which expression shall unless it be repugnant on the context and meaning thereof include his heirs, executors, administrators and assign/ assigns) to deposit the Earnest Money Deposit, Deposit of **Rs. .....(Rupees ..... only)** in form of an unconditional and irrevocable Bank Guarantee furnished by a **Scheduled Nationalized/ Commercial Bank and operatable in Raipur/ Nava Raipur Atal Nagar, Dist. Raipur, Chhattisgarh .....(Please Mention the name of Branch, Branch code and address with phone number and email id at Raipur/Nava Raipur Atal Nagar Dist. Raipur (C.G.), in accordance with the requirement of tender package**. We the Bank of constituted and established under the..... banking Companies Act. Acquisition and Transfer undertaking Act 1970 a company incorporated under Companies Act 1956 and Nationalized Bank, within the meaning of Reserve Bank Act 1934, Clause (e) of Section 2 having our Head office at ..... do and hereby guarantee, undertake and agree to pay the CGMSCL a sum of **Rs. ..... (Rupees ..... only)** upon receipt by us of your first demand in writing.

2. We, Bank of ..... further agree that the CGMSCL shall be sole judge of and as to whether the Tenderer has committed any breach or breaches of any of the terms and conditions of the said Tender and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the CGMSCL on account thereof and the decision of the Managing Director, CGMSCL that the Tenderer has committed such breach or breaches and as to the amount or amounts of losses, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the CGMSCL from time to time shall be final and binding on us.

3. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that the said tender shall be made valid for acceptance by the CGMSCL and till all the dues of the CGMSCL under the said Tender or by virtue of any of the terms and conditions governing the said Tender have been fully paid and it's claims satisfied or discharged and till Managing Director, CGMSCL certifies that the terms and conditions of the said Tender have been fully and properly carried out by the Tenderer and accordingly discharges this guarantee subject, however, that the CGMSCL shall have no claim under this Guarantee after completion of the work or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period of 6 (six) months from the deadline for receipt of tender i.e. in which case the same shall be enforceable against the Bank notwithstanding the

fact that the same is enforced after the expiry of the said period of 6 (six) month from the date of receipt of tender.

4. The Managing Director, CGMSCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee of Indemnity, from time to time to vary any of the terms and conditions of the said Tender or to extend time for performance by the contractor or to postpone for any time and from time to time any of the power exercisable by it against the Tenderer and either to enforce or forbear from enforcing any of the terms and conditions governing the said Tender or securities available to the CGMSCL and the said Bank shall not be relieved from its liability under these presents by an exercise by the CGMSCL of the liberty with reference to the matters aforesaid or by reason of time being given to the or any other forbearance act or omission on the part of the CGMSCL or by indulgence by the CGMSCL to the Tenderer or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for the CGMSCL to proceed against the Tenderer before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any Guarantee which the CGMSCL may have obtained or obtain from the Tenderer shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

6. We, the said Bank lastly undertake not to revoke this Guarantee during the currency except with the previous consent of the CGMSCL in writing and agree that any change in the constitution of the Tenderer or the said Bank shall not discharge liability hereunder.

7. Our liability under this Bond is restricted to **Rs. ..... (Rupees ..... only)** and it will remain till the ..... Unless a claim under this guarantee is made within 6 (six) months from that date all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

8. The bank guarantee is operable at Scheduled Commercial Bank in Raipur/Nava Raipur Atal Nagar Raipur _____ (Branch Name), _____ (Branch code) _____ (Branch address), _____ (Email ID)_____ (Phone No.).

Dated this _____ the day of _____ _

For and on behalf of the Bank the above Guarantee is accepted by

Name of Bank