



“Format of Bid Security Guarantee shall be an integral part of the RFP, in case of conflict between the RFP and this amendment, the later shall apply”

Form F- 3: Bid Security

To be obtained on the requisite value of Stamp paper depending upon the place of execution

BANK GUARANTEE

This Guarantee made on this _____ day of _____ 2011 between _____ (Name of Bank), a Company incorporated in _____ having its registered office at _____ and one of its branch office at _____ (Name of Location) _____ hereinafter called the "**Bank**" which expression shall unless repugnant to the context or contrary to the meaning thereof shall include its successors and assigns) of the One Part and (**Name of Bidder**) _____, a Company incorporated in India under the Companies Act, 1956 and having its registered office at (Name of Location) _____ (hereinafter called " Bidder" which expression shall include its successors) of the Other Part.

WHEREAS

1. The Bidder has submitted its Bid dated _____ ICB No. TN-37 for supply of _____ herein after called ‘the Bid’.
2. As per the Bidding Documents the bidder has to provide Bid security by way of a Bank Guarantee from a Nationalised Bank for an amount of Rs 3,00,00,000 (Rupees Three Crores only) (the “**Guaranteed Amount**”) for the following obligations in favour of the Purchaser :-
 - a) If the Bidder withdraws its Bid during the period of bid validity i.e 120 Days from the date of opening of Bid, specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 19.2; or
 - b) If the Bidder, having been notified of the acceptance of its Bid by the Purchaser, during the period of bid validity, fails or refuses to:
 - (i) Execute the Contract; or
 - (ii) Furnish the Performance Security, in accordance with the ITB Clause 42:or
 - (iii) Accept the correction of its Bid by the Purchaser, pursuant to ITB Clause 30.
3. The Bank has, at the request of Bidder, agreed to give in favour of **The Superintending Engineer (IT) Jaipur Vidut Vitran Nigam Limited (JVVNL), Old Power House, Banipark, Jaipur, Rajasthan** a Guarantee for payment of the Guaranteed Amount in a manner hereinafter appearing which the Purchaser has agreed to accept.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the said Bid and in consideration of the premises, the Bank hereby unconditionally and irrevocably, and without any qualification whatsoever, agrees, covenants, undertakes and guarantees, as primary obligator and not as surety merely, to make payment to Purchaser on its first demand without



Format of Bid Security Guarantee to TN37 Tender for Appointment of SCADA/DMS Implementation Agency by Rajasthan DISCOMs

whatsoever any claims, objection, protest or demur and without any recourse to the Bidder, notwithstanding any intimation or direction to the contrary or any objection, such sum or sums of money to the extent of and up-to the Guaranteed Amount up to and including 120 days after the bid validity period. Any such demand placed on the Bank shall be conclusive as regards the Guaranteed Amount due and payable by the Bank under this Guarantee.

2. **This Guarantee is executed for a period of 120 days after the period of bid validity during which period it is not revocable except with the previous written consent of Purchaser.**
3. Purchaser may, without affecting Bank's liabilities and obligations hereunder, grant time or other indulgence to or compound with Bidder or enter into any agreement or agree to forbear to enforce any of the terms and conditions of this Guarantee.
4. This Guarantee shall not be affected by any change in the constitution of Purchaser or Bidder by merger, amalgamation or absorption with any other body or corporation or otherwise and this Guarantee will be available to or enforceable by or against such body or corporation.

In order to give effect to this Guarantee, Purchase shall be entitled to act as if the Bank were the principal debtor and the Bank hereby waives all and any of its rights of suretyship.

Any notice by way of request and demand or otherwise hereunder sent by telex, fax or personally served, or by registered post addressed as aforesaid to the Bank in Mumbai, India shall be presumed to have been duly received by the Bank as follows:

- (i) If personally served, when served.
- (ii) If by fax or telex on the second business day after the transmission.
- (iii) If mailed, upon receipt, or on seventh day after deposit in the mail with postage prepaid.

The Guarantee herein contained is not revocable by notice during its currency and shall remain in full force until payment has been made to Purchase by Bank of the Guaranteed Amount payable hereunder.

The liability of the Bank is irrevocable during the currency of this Bank Guarantee and is restricted to the Guaranteed Amount viz. Rs 3,00,00,000 /-(Rupees Three Crores only).

Unless demand or claim under this Guarantee is received by the Bank in writing within the validity period of this Guarantee, all the rights of Purchase against the Bank shall be forfeited and the Bank shall be relieved and discharged of all liabilities hereunder.

These Presents shall be governed by and construed in accordance with the Indian Law, and the courts in Jaipur Rajasthan alone shall have exclusive jurisdiction in relation hereto.

The Bank hereby declares that it has power to issue this Guarantee and the undersigned have the full power to approve execution, delivery and the performance of the Guarantee.

Signed, sealed and delivered by the Bank

For _____

Authorised Signatories