

**Format of Bank Guarantee for Earnest Money Deposit (For Single Division)**

**To**

**The Managing Director**

**Bihar State Electronics Development Corporation Limited**

**Government of Bihar**

**BELTRON Bhavan, Shastri Nagar,**

**Patna**

Whereas .....(hereinafter called “the Bidder”) has submitted its Bid dated ..... (Date of submission of Bid) for execution of ICT@School Project (NIT No: ICT@GREEN School/BSEDC 2010/03) in terms of the Tender dated ..... issued by the Managing Director of Bihar State Electronics Development Corporation Limited, Patna, (hereinafter called “the Bid”).

Whereas as per the RFP, the Bidder is required to furnish a bank guarantee as Earnest Money Deposit from a scheduled commercial bank (Bank Guarantee)

In consideration of the fact that the Bidder is our valued customer and the fact that he/she has submitted the Bid, we, (name and address of the bank), (hereinafter called “the Guarantor Bank”), has agreed to bind ourselves, our successors, and assigns to irrevocably issue this Bank Guarantee and guarantee as under

**NOW THIS GUARANTEE WITNESSETH: -**

1. If the Bidder
  - (a) Withdraws its Bid proposal during the period of Bid validity specified by the Bidder on the Technical Proposal Cover Letter; or
  - (b) Having been notified of the acceptance of its Bid by the Managing Director, Bihar State Electronics Development Corporation Limited during the period of Bid Proposal validity:
    - (i) Fails or refuses to enter into the Contract; or

- (ii) Fails or refuses to furnish the performance guarantee, in accordance with the Terms of Reference of the Tender document issued to the Bidders.

The Guarantor Bank shall immediately on demand pay the Managing Director, Bihar State Electronics Development Corporation Limited without any demur and without the Managing Director, Bihar State Electronics Development Corporation Limited having to substantiate such demand a sum of Rs 20,00,000 ( Twenty Lakh ) (Guaranteed Amount).

2. The Guarantor Bank will make the payment of the Guaranteed Amount forthwith on the demand made by the Managing Director, Bihar State Electronics Development Corporation Limited, notwithstanding any objection or dispute that may exist or arise between the Managing Director, Bihar State Electronics Development Corporation Limited and the Bidder or any other person.
3. The demand of the Managing Director, Bihar State Electronics Development Corporation Limited on the Guarantor Bank for the payment of the Guaranteed Amount, shall be deemed as the final proof of fulfillment of the conditions stipulated in (1) above.
4. This Guarantee shall be irrevocable and shall not be discharged except by payment of the above amount by us to the Managing Director, Bihar State Electronics Development Corporation Limited and our liability under this Guarantee shall be restricted to the Guaranteed Amount being Rs 20,00,000 ( Twenty Lakh).
5. If it is necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of the Bidder under intimation to the Managing Director, Bihar State Electronics Development Corporation Limited.
6. To give full effect to the Guarantee contained herein, the Managing Director, Bihar State Electronics Development Corporation Limited shall be entitled to act as if the Guarantor Bank is the principal debtor in respect of claims against the Bidder and the Guarantor Bank hereby expressly waives all its rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Guarantee.

7. Any notice by way of demand or otherwise may be sent by special courier, telex, fax, registered post or other electronic media to our address as afore-said and if sent by post, shall be deemed to have been given to us after expiry of 48 hours when the same has been posted.
  
8. Our liability under this Guarantee will continue to exist until a demand is made by the Managing Director, Bihar State Electronics Development Corporation Limited in writing or up to and including One Hundred and Eighty (180) days after the period of the Bid Proposal validity, i.e. up to \_\_\_\_\_2010, and any demand in respect thereof should reach the Bank not later than the above date.

Dated ..... this ..... day .....2010....

Yours faithfully,

For and on behalf of the ..... Guarantor Bank,

(Signature)

Designation

(Address and Common Seal of the bank)