

**FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EMD**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the \_\_\_\_\_ (Insert name of the Bidder) submitting the Bid inter alia for supply of power during the period \_\_\_\_\_ {Insert Period} on short term basis, in response to the RfP issued by Rajasthan Discoms Power Procurement Centre (RDPPC) as an authorized representative of JVVNL, AVVNL and Jd. VVNL vide NIT No \_\_\_\_\_ {Insert NIT No} and \_\_\_\_\_ {Insert Name of the bidder} being a bidder, required to deposit EMD as per the terms of the RfP, the \_\_\_\_\_ (insert name of bank) hereby agrees unequivocally, irrevocably and unconditionally to pay Rajasthan Discoms Power Procurement Centre (hereinafter referred to as "Procure") at Jaipur forthwith on demand in writing from Rajasthan Discoms Power Procurement Centre or any Officer authorized by it in this behalf, any amount upto and not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_), on behalf of M/s \_\_\_\_\_ (insert name of Bidder).

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ (insert 30<sup>th</sup> day from the date of opening of bids) and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

The Guarantor Bank hereby agrees and acknowledges that the Procure shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. The bank guarantee will be invoked in the account of JVVNL as under:

Name of Account Holder	Jaipur Vidyut Vitran Nigam Limited
Branch Name	SBBJ, Collectorate Branch, Banipark, Jaipur
IFS Code	SBBJ0010026
Account No.	51093320035
Pan No.	AABCJ6373K

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). Our Guarantee shall remain in force until \_\_\_\_\_ (insert 30<sup>th</sup> day from the date of opening of bids). The Procure shall be entitled to invoke this Guarantee until \_\_\_\_\_ (insert date which is one month after the date in the preceding sentence).

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Procure, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procure.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the Bidder or any other person. The Guarantor Bank shall not require the Procure to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procure in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Procurer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Bidder, to take any claim against or any demand on Bidder or to give any notice to the Bidder to enforce any security held by the Procurer or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Procurer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Procurer to any entity to whom the Procurer is entitled to assign its rights and obligations.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_), and it shall remain in force until \_\_\_\_\_ (insert 30<sup>th</sup> day from the date of opening of bids) with an additional claim period of one month thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if the Procurer serves upon us a written claim or demand.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

For

\_\_\_\_\_ (Insert name of the Bank)

Banker's Stamp and Full Address.

Dated this \_\_\_\_\_ day of \_\_\_\_\_