
PROFORMA OF BANK GUARANTEE FOR BID SECURITY

(To be executed on appropriate value of Non-Judicial Stamp Paper as per Stamp Act prevailing in the State of Andhra Pradesh)

WHEREAS, _____(name of the Bidder) wishes to submit their 'Request for Proposal' (RFP) for conducting the 'Marine Environmental Impact Assessment (MEIA) Study for Visakhapatnam-Kakinada Petroleum, Chemical & Petrochemical Investment Region Special Development Authority (VK-PCPIR SDA) Area, Andhra Pradesh, hereinafter called "the Bid".

KNOW ALL MEN by these presents that we _____ (name of the bank) of _____ (country) having our registered office at _____ (hereinafter called "the bank") are bound to the VK-PCPIR SDA or its successor, (hereinafter referred to as "VK-PCPIR SDA") in the sum of Rs. _____ (Rupees _____ Lakhs only) which payment can truly be made to VK-PCPIR SDA. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this _____day of _____ 2013.

THE CONDITIONS of this obligation for invoking the guarantee by VK-PCPIR SDA are:

(a) If the Bidder withdraws his Bid at any time during the stipulated period of Bid Validity of 6 months from the last date for submission of RFP as specified in the Request for Proposal Document (or such period of validity as may be extended).

(b) If the Bidder, for the period of the Bid Validity (of 6 months)

- i) in VK-PCPIR SDA's opinion, commits a material breach of any of the terms and / or conditions contained in the RFP Document and / or subsequent communication from VK-PCPIR SDA in this regard and / or
- ii) fails or refuses to accept the 'Letter of Award' (in the event of the 'Award of the Project' to it) and/or
- iii) fails or refuses to furnish the Bank Guarantee for Performance Security within the stipulated time as per the RFP (viz., 30 days from the issue of the 'Letter of Award' awarding the Project to it).

The Guarantee will remain in force up to and including the date of expiry of the period of Bid Validity as stated in the RFP Document or as extended by VK-PCPIR SDA at any time.

Provided however, that

- In the event that Bidder is selected for 'Award of the Project' through the issue of the 'Letter of Award', the Bid Security shall remain in force until the creation of the Bank Guarantee for Performance Security by the Bidder.

OR

- In the event this Bidder is not selected for 'Award of the Project', the Bid Security shall remain in force up to and including a period of 30 days after the announcement of 'Award of the Project' to the Successful Bidder and the issue of the 'Letter of Award' awarding the same. (Provided, however, that in the event that the Bidder is Non Responsive, then the Bid Security of such Bidder can cease to be in force upon return of their unopened Financial Bid).

Notwithstanding anything contained herein above:

1. our liability under this guarantee shall not exceed Rs. _____
(Rupees _____ only)
2. this guarantee is valid from _____ to _____
3. we are liable to pay guaranteed amount or part thereof only if you serve upon us a written claim or demand on or before _____

Any demand in respect this Guarantee should reach the Bank not later than the date of expiry (as defined above) of this Guarantee.

SIGNATURE OF AUTHORISED

REPRESENTATIVE OF THE BANK : _____

NAME AND DESIGNATION : _____

SEAL OF THE BANK : _____

TELE NO. /FAX NO./EMAIL : _____

SIGNATURE OF THE WITNESS : _____

NAME OF THE WITNESS : _____

ADDRESS OF THE WITNESS : _____