

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)

Ref Date Bank Guarantee No:

In accordance with invitation to Tender Notice No. _____ Dated _____ or Installation of 33/11 KV Substation along with associated 33 KV and/or 11 KV Lines under Deogarh Division of Western Electricity Supply Company of Orissa Ltd. [herein after referred to as the WESCO] M/s _____ Address _____

[Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. _____ [Rupees _____ valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Bid Security.

1. We the _____ [Indicate the Name of the Bank] [Hereinafter referred to as 'the Bank'] at the request of the Contractor do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by WESCO an amount not exceeding Rs. _____ to the WESCO, without any reservation. The guarantee would remain valid upto _____ [date] and if any further extension to this is required, the same will be extended on receiving instructions from the Contractor on whose behalf this guarantee has been issued.

2. We the Bank do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the WESCO stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the WESCO by reason of any breach by the said supplier [s] of any of the terms or conditions or failure to perform the said Bid. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (in words).

3. We, the Bank undertake to pay the WESCO any money so demanded notwithstanding any dispute or disputes so raised by the supplier [s] in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, our liability under this agreement being absolute and

unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s) shall have no claim against us for making such payment.

4. We, the Bank or our local branch at Bhubaneswar further agree that the guarantee herein contain shall remain in full force and effect during the aforesaid period of _____ days and it shall continue to be so enforceable till all the dues of the WESCO under by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till WESCO certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Contactor [s] and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ (date) we shall be discharged from all liability under this guarantee thereafter.

5. We, the Bank or our local branch at Bhubaneswar further agree that the WESCO shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Contractor [s] from time to time or to postpone for any time or from time to time any of the powers exercisable by the WESCO against the said Contractor[s] and to forbear or enforce any of the terms and conditions relating to the said bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Contractor[s] or for any forbearance act or omission on the part of the WESCO or any indulgence by the WESCO to the said Contractor[s] or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Contractor [s].

7. We, the Bank or our local branch at Bhubaneswar lastly undertake not revoke this Guarantee during its currency except with the previous consent of the WESCO in writing.

8. We, the Bank further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar in the State of Orissa.

Dated _____ Day of 2011.

Witness ((Signature, names & address)

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For _____ [Indicate the name of Bank]

Power of Attorney No. _____

Date: _____

SEAL OF BANK

Note: The non-judicial stamp paper of worth Rs.100/- shall be purchased in the name of the bank, which has issued the bank guarantee.