

BANK GUARANTEE

1. In consideration of High Court of Judicature at Allahabad having agreed to accept the Earnest Money Deposit in the form of Bank Guarantee from M/s (Name of the Bidder) having its registered office at (hereinafter called the “bidder”) against the bid for the work of designing, construction, renovation, interior & furnishing, execution & supply of various items for complete aesthetic improvements, restructuring and modernization of the Court rooms & Chambers of Hon’ble Judges at Allahabad High Court on turnkey basis (Tender Notice No _____) under the terms and conditions of the Tender documents to be made between the Bidder and High Court of Judicature at Allahabad (hereinafter called the “Tender Documents”), High Court of Judicature at Allahabad (hereinafter called the “High Court”) under the provision of the Terms & Conditions of Tender documents has agreed to accept EMD Deposit of Rs 50,00,000/- (Rupees Fifty Lacs.) in form of a Bank Guarantee for the due fulfillment of the terms and condition of the Tender Documents.

We(Name and address of the Bank) (hereinafter called the “Bank”) at the request of M/s (Name of the Bidder) do here by undertake to pay to the High Court acting through the Registrar General, High Court of Judicature at Allahabad (hereinafter called the “Registrar General”) an amount not exceeding Rs 50,00,000/- (Rupees Fifty Lacs) against any loss and damage caused to or suffered or would cause to or suffered by the High Court by reason of any breach by the bidder of any of the terms or conditions contained in the Tender documents (Tender Notice No _____) date of opening of bid.

2. We (Name of the Bank) do hereby under take to pay the amounts due and payable under the guarantee without any demur, merely on a demand from the High Court stating that the amount claimed is due by way of loss or damage caused to or would be cause to or suffered by the High Court by reason of breach by the bidder of any of the terms and conditions contained in the tender documents.

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 50,00,000/- (Rupees Fifty Lacs).

3. We undertake to pay the High Court any money so demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceedings pending before any court or tribunal in respect thereto. Our liability under this guarantee is absolute and unequivocal.

The payment so made by us under this guarantee shall be valid discharge of our liability for payment here under and the bidder shall have no claim against us for making such payment.

4. We (Bank) further agree that the guarantee herein contained shall be made in the force and valid upto 31st March, 2014 and that it shall continue to be enforceable till the finalization of Tender.

Notwithstanding anything contained herein above our liability under this guarantee shall be restricted to an amount not exceeding Rs 50,00,000/- (Rupees Fifty Lacs)

5. We (Name of the bank) further agreed with the High Court that it (High Court) shall have the fullest liberty, without our consent and without affecting in any manner our obligations herein under, to vary the terms and conditions of the tender documents.
6. We (Name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the High Court in writing.
7. This guarantee shall remain valid in full effect from _____._____.2014

Banker's Signature