

PROFORMA

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No: _____

Date:_____

THIS DEED OF GUARANTEE made on this,day oftwo thousand twenty twenty by the Bank of (Bank name and address) (herein after called “Bank”) to and in favour of New and Renewable Energy Development Corporation of Andhra Pradesh Limited, having its Registered Office at 12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur District ,Pin Code: 522 501,represented by the Vice-Chairman & Managing Director (herein after called “NREDCAP”)

WHEREAS Messrs (herein after called “Bidder”) has submitted his tender response to EOI **NREDCAP/WE/PSP/2020 dated 31.08.2020 for the work “Preparation of Pre-Feasibility Report and Detailed Project Report for Proposed Pumped Storage Hydro Electric Project”** (Name of work) (hereinafter called “the Tender”).

And WHEREAS in accordance with the terms and conditions of the Tender, the Bidder has to pay a sum of Rs...../- (Rupees.....towards Earnest Money Deposit (EMD) from a Nationalised /Scheduled Bank.

And WHEREAS the Bank has, at the request of Bidder, agreed to guarantee the payment of the said sum of Rs.....in case the Bidder failed to adhere the terms and conditions of the Tender.

And WHEREAS the Bidder has requested the NREDCAP to accept bank guarantee in lieu of EMD for a sum of Rs..... as per the Tender conditions.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the NREDCAP having agreed to accept the Bank Guarantee from a Nationalized/Scheduled Bank towards Earnest Money Deposit for a sum equivalent to Rs..... (Rupees..... only), the Bank do hereby guarantee that if the Bidder fails to perform the contract in accordance with the specification and conditions of the Tender as subsequently amended if any, the Bank shall pay forthwith merely on demand without and protest or demur to the NREDCAP such amount or amounts, as the Bank may be called upon to pay by the NREDCAP.

PROVIDED that the liability of the Bank under this deed shall not at any time exceed the said guaranteed amount of Rs...../- (Rupees only)

PROVIDED further that the guarantee hereunder furnished shall be released to the Bidder, in accordance with the terms of the Tender by NREDCAP.

2. The Bank further undertakes to indemnify the NREDCAP against any loss or damage that may be caused or suffered by the NREDCAP by reason of any breach of the term and conditions in the said Tender No. dated

3. The guarantee herein contained shall remain in force till the terms and conditions of the Tender No. Dated have been fully and properly carried out by the said Bidder and in any case, the guarantee shall not hold good after

4. The Bank further agrees with the NREDCAP that the NREDCAP shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the Bank hereunder) to vary any of the terms and conditions of the Tender or to extend the time of performance of the Tender by the said Bidder from time to time or to postpone from time to time any of the powers exercisable by the NREDCAP against the said Bidder and to forbear to enforce any of the terms and conditions

relating to the said Tender and the Bank shall not be relieved of its liability by the reason of any such variations, or extension being granted to the reason to the said Bidder by reasons of any forbearance, act or omission on the part of the NREDCAP or any indulgence by the NREDCAP to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would but for these provisions have the effect of so relieving the Bank.

5. Any account settled between the NREDCAP and the Bidder shall be the conclusive evidence against the Bank for the amount due and shall not be questioned by the Bank.

6. The expression 'Bank', 'NREDCAP' and "Bidder" hereinbefore used shall include their respective successors and assigns.

IN WITNESS WHERE OF Sri/Smt
acting for and on behalf of the Bank has signed this Deed on the day, month and year first above written.

Signature

Bank Seal

In the presence of witnesses:

1..... (Name in capital with address)

2..... (Name in capitals to be subscribed with designation, office address or Residential address)

(The Bidder should insert the amount of the EMD in words and figures. The Bank Guarantee shall be valid upto 31.03.2021).