

**SECTION -7
PROFORMAS**

Sub: BID Security/EMD Guarantee

7(A) For the Bid Security/EMD Guarantee (to be typed on Rs. 100/- non-judicial stamp paper)

Whereas M/s R/o
..... (Hereafter referred to as Bidder) has approached us for giving bank guarantee of Rs. /-
(hereafter known as the "BG amount") valid up to / /20 (hereafter known as the "validity date") in
favor of PGM (NW P & D) CFA, Chennai Telephones, Chennai (Hereafter referred to as BSNL) for
participation in the tender for the supply of vide tender No: .

Now at the request of the Bidder, We Bank
... Branch having (address) and registered office address as
..... (hereinafter called "the Bank") agree to give this guarantee as hereinafter
contained.

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "BG amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said bidder(S) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said bidder(s), or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL t the said bidder(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. Not withstanding anything herein contained:
 - (a) The liability of the Bank under this guarantee is restricted to the "BG Amount" and it will remain in force up to its Validity date specified above.

(b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's cheque in favour of **Accounts Officer (Claims) HQ, BSNL - Chennai Telephones** payable at Chennai.

8 The Bank Guarantee that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:-

Date:-

(Signature of the Bank Officer)

Rubber stamp of the bank
Authorised power of attorney Number
Name of the Bank officer
Designation

Complete postal address of Bank/Telephone Number/Fax Number: