

GOVERNMENT OF GOA
PUBLIC PRIVATE PARTNERSHIP CELL
SECRETARIAT BUILDING, ROOM NO. 103, ALTO PORVORIM, BARDEZ, GOA

Proforma of Bank Guarantee for E.M.D

IN ACCORDANCE WITH YOUR RFQ for supply of "Vessel Traffic & Port Management System in Goa", M/s **(Name of the Company)**, (hereinafter called the "Bidder") having its Registered Office at **(address of the registered office of the Bidder)**, wish to participate in the said RFQ for the supply of Vessel Traffic & Port Management System. As an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. 1,00,00,000/- (Rupees One Crore Only) valid up to _____ (90 days from the date of issue of Bank Guarantee), is required to be submitted by the bidder as a condition precedent for participating in the said RFQ, which amount is liable to be forfeited by the Purchaser on

- (1) the withdrawal or revision of the offer by the bidder within the validity period;
- (2) Non acceptance of the Letter of Intent/ Purchase Order by the Bidder when issued within the validity period.

During the validity of this Bank Guarantee:

We, **(Name of the Bank)**, having its registered office at **(Address of the Bank)** guarantee and undertake to pay immediately on first demand by Government of Goa, Public Private Partnership Cell, Goa, the amount of Rs. 1,00,00,000/- (Rupees One Crore Only) without any reservation, protest, demur and recourse. Any such demand made by the Purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remains valid up to _____ (90 days from the date of issue of Bank Guarantee). If any further extension required, the same shall be extended to such required period on receiving instruction from the Bidder, on whose behalf the Guarantee is issued.

Notwithstanding anything contained herein:

- ❖ Our liability under this Bank Guarantee shall not exceed Rs. 1,00,00,000/- (Rupees One Crore Only).
- ❖ This Bank Guarantee shall be valid upto _____ (90 days from the date of issue of Bank Guarantee).
- ❖ We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim on before _____ date (90 days from the date of issue of Bank Guarantee)

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office situated at **(Address of the Bank)**

Yours truly;

Signature & Seal of the Guarantor:

Name of Bank:

Address:

Date: