

**PROFORMA BANK GUARANTEE FOR BID BOND / EMD**

WHEREAS M/s \_\_\_\_\_ intend to submit a tender (herein after called the Tender) to M/s Mazagon Dock Limited (MDL, hereinafter named Company) for the invitation to tender by MDL vide reference no.: \_\_\_\_\_ dated: \_\_\_\_\_ for the requirement of \_\_\_\_\_ ( items/services/civil works etc.)

Now, by this letter, we the undersigned (*Bank's Name and address*) whose registered office is at: \_\_\_\_\_ bind ourselves unconditionally and irrevocably for payment to M/s Mazagon Dock Limited of the sum of (currency / amount) as Earnest Money Deposit to indemnify MDL in case of default. The conditions of the above obligations are such that if M/s \_\_\_\_\_ shall not keep their Bid being submitted to Mazagon Dock Limited as set forth in the instructions to Bidder valid and unaltered until \*\*\* months from the due date \_\_\_\_\_ of the tender, viz. \_\_\_\_\_ refused to sign a formal agreement in accordance with the terms of the tender or after having signed the agreement does not perform the ORDER / CONTRACT, then this obligation remains in full force and effect, Other wise to be null and void.

In case this obligation is effective, we, (*Bank's Name*) undertake to pay to M/s. Mazagon Dock Limited any amount upto the above indicated sum, upon written request, without any demur or protestation and without reference to M/s \_\_\_\_\_ within 15 days from the date of such demand in any manner in which the Company may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the ORDER / CONTRACT committing any one or more of the following:

- (a) Withdraws his tender during the validity period or any extension sought / granted thereof, or
- (b) If the ORDER / CONTRACT varies or modifies his bid in a manner not conforming to Tender Conditions and / or not acceptable to MDL during the validity period or any extension of the validity duly agreed to by the bidder, or
- (c) If a bidder whose offer has been accepted fails to furnish Security Deposit within fifteen days of award of the ORDER / CONTRACT or by the date Mutually agreed to whichever is later.

We, (*Bank's Name*), agree that our liability to pay is not dependant on conditions on your proceedings against the ORDER / CONTRACT and we shall be liable to pay an amount not exceeding the aforesaid amount as and when demanded by you merely on claim being raised by you and even before any legal proceedings are taken against the ORDER /CONTRACT.

We, (*Bank's Name*) , undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing. The guarantee herein

contained shall not be revocable by notice or by reasons of dissolution or winding up of the business of the ORDER / CONTRACT or any change in the constitution or composition of the ORDER / CONTRACT.

This guarantee shall remain valid, in case the Tender is accepted, until the due performance of the ORDER / CONTRACT resulting from such acceptance inclusive of furnishing Security Deposit in a manner specified by MDL and in any other case until \_\_\_\_\_ unless a claim or demand is made on us in writing on or before (validity + ---- weeks), we will be relieved and discharged from all liability thereunder.

We, (*Bank's name*) have power to issue guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney dated \_\_\_\_\_ granted to him by the Bank.

After the here above mentioned date, the Guarantee shall lapse automatically without necessity to be returned to the Bank.

This guarantee shall be governed by Indian laws and the Courts at Mumbai, India alone shall have the jurisdiction.

Date:

Signature of a person duly authorized to sign  
On behalf of the Bank, with Seal of the Bank

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\* INDIGENOUS VENDORS TO SUBMIT THIS EMD ON NON-JUDICIAL STAMP PAPER OF RS. 100/- FROM NATIONALISED / SCHEDULED BANK ONLY.