

**Proforma for Bid Security Form
(Form -Irrevocable Bank Guarantee-EMD)**

To,
The Chief Engineer,
I &FC Department Kashmir,
On behalf of Governor of Jammu & Kashmir State.

Reference date Bank Guarantee No:-

In accordance with the invitation of e-Nit No :- 36 of 12/2015 dated 07-12-2015 , under tender ID : 2015_IFC_24451_1 of e-procurement portal <http://www.jktenders.gov.in> issued through Executive Engineer ,Flood Spill Channel Division Narbal (District Budgam-193401) of J&K State & to be received by the Chief Engineer , Kashmir irrigation & Flood Control department Srinagar (J&K state) acting on behalf of the Governor of J & K (hereinafter referred as the “CE, I&FC, KASHMIR”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) for **“Consultancy Services Conducting Surveys, Studies, EIA/EMP, Formulation of Comprehensive FM Plan and Preparation of Detailed Project Report for Flood Management of River Jhelum & Its tributaries”**.

M/S..... (hereinafter referred as the “Consultant”).....
having its office atwith full address Wish/wished to participate in the said tender and as the EMD Bank Guarantee Valued @ 2% of his quoted Cost i.e. for the sum of Rs.....(Rupees) Valid for a period of 120 days beyond date of completion i.e. November-2017 (in word) is required to be submitted by the Consultant /Bidder..

1. We,..... (indicate the name of the any Nationalized / Scheduled Banks in India) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the CE, I&FC, KASHMIR stating that the amount/claimed is due by reason of the Consultant as “Earnest Money deposit (EMD)” 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. _____ (Rupees _____ Lakh only) .

2. We, (indicate the name of Bank) undertake to pay to the CE, I&FC, KASHMIR any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending 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 a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.

3. At the request of the Consultant /bidder , we[insert name of any Nationalized / Scheduled Banks in India] hereby irrevocably undertake to pay you any sum or sums not exceeding in

total an amount of [insert amount in figures] ([insert amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Consultant/ Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity,
 - (i) fails or refuses to execute the Contract Form, if required, or
 - (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire:

- (a) if the Consultant is the unsuccessful bidder or
- (b) After successful completion of work i.e. 120 days after date of completion of work fixed as November -2017 or earlier subject to issuance of the Completion certificate by the CE, I&FC, KASHMIR / the concerned DDO.

4. This agreement shall be valid and binding on this Bank upto and inclusive of _____ (mention here the date of validity of Bank Guarantee i.e. 120 days after date of Completion fixed on November-2017) and shall not be terminated by notice or by Guarantor change in the constitution of the Bank or the Firm of Tender or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded with or without our knowledge or consent by or between the Tenderer and the CE, I&FC, KASHMIR /the concerned DDO.

5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

6. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the CE, I&FC, KASHMIR in writing.

7. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. _____ (Rupees _____ Lakh Only) . The Bank shall be liable to pay the said amount or any part thereof only if the CE, I&FC, KASHMIR serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 120 days after the date of this Guarantee)].

For.....

Name of Bank:

Seal of the Bank:

Dated, the day of, 2016.

(Signature, name and designation of the authorized signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.