

ANNEXURE-IX

(to be executed on a non-judicial stamp paper of ₹100/- only)

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Tender Notice No. and date)

Ref: (Bank Guarantee No. and Date)

To

IRCON INTERNATIONAL LIMITED,

[Acting through _____ (Tender Inviting Authority) & Address]

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") intends to submit his bid dated _____ (date) for _____ [name of work] (hereinafter called "the Bid").

1. KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ (name of country) having our registered office at _____ (hereinafter called "the Bank") are bound unto IRCON INTERNATIONAL LIMITED (hereinafter called "the Employer") in the sum of _____ * [amount of Guarantee], _____ [amount in words] for which payment well and truly to be made to IRCON INTERNATIONAL LIMITED. The Bank binds itself, its successors and assigns by these presents with the Common Seal of the Bank this _____ day of _____ 20__ and undertake to pay to the Employer up to the above amount upon receipt of their first written demand, without IRCON INTERNATIONAL LIMITED having to substantiate their demand.

The CONDITIONS of this obligation are :

- (i) If the bidder withdraws his tender during the period of tender validity specified in the tender or extended validity period as agreed to in writing by the tenderer;
- or
- (ii) If the successful tenderer having been notified of the acceptance of his tender by IRCON INTERNATIONAL LIMITED during the period of Bid validity:
 - (a) fails to sign the Contract Agreement in accordance with the terms of the tender; or
 - (b) fails to furnish the Performance Guarantee in accordance with the terms of the tender; or



(c) fails to commence the work within the time period stipulated in the tender.

2. We, the _____ [name of bank], and our local branch at New Delhi (Indicate detail address of local New Delhi branch with Code No.), undertake to pay to IRCON INTERNATIONAL LIMITED up to the above amount upon receipt of their first written demand, without IRCON INTERNATIONAL LIMITED having to substantiate their demand, PROVIDED THAT in their demand IRCON INTERNATIONAL LIMITED will note that the amount claimed by them is due to them owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.
3. This guarantee will remain valid and in full effect upto and including the date _____. ** Any demand in respect of this Guarantee should reach the Bank not later than the above date.
4. We, the _____ Bank further agree that this guarantee shall be invokable at our place of business at New Delhi/NCR/Project HQ (Indicate detail address of branch with Code No.)***. The branch at New Delhi/NCR/Project HQ is being advised accordingly.
5. This Bank Guarantee shall be operative only if it is accompanied by a separate advice sent by _____ (Name of Issuing Bank, with address) on _____ (Name of Employer's Bank, with address) IFS Code _____ through Structured Financial Messaging System (SFMS) and authenticated by the Employer's Bank.

DATE _____ SIGNATURE OF THE BANK _____

SEAL _____

WITNESS _____

[Signature, name and address]

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- * The Bank should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as mentioned in the Tender Notice named on top.
 - ** Date to be filled in keeping a margin of minimum 180 days after the last date for submission of Bids as stated in the "Notice Inviting Tenders" or as executed by IRCON INTERNATIONAL LIMITED (through corrigenda).
 - *** The Bank should indicate detailed address of New Delhi/NCR/Project HQ branch along with its Code No.

