BID SECURITY (EMD) PROFORMA

Bid Document No. : Date :
Project :
Bank Guarantee No. :

To,
GASONET SERVICES (RJ) LIMITED
Corporate Office: 807,
World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

SUBJECT: ___________

WHEREAS ______ [Tenderer's Name], a company registered under the Indian Companies Act, 1956/2013, having its registered office at ______ [Address] (hereinafter referred to as the "the BIDDER"), intends to participate in the tender for _______ [Project Name/Description], as per the Tender Document No. [Insert Reference Number] (hereinafter called the "TENDER") issued by Gasonet Service (RJ) Limited, a company incorporated under the Companies Act, 1956, having its registered office at GASONET SERVICES (RJ) LIMITED, DEPL, Neighbourhood Shopping Complex, Sector – 4, Nerul (W) , Navi Mumbai - 400706, India (herein after referred to as "GSRJL

AND WHEREAS, in terms of the conditions as stipulated in the TENDER, the BIDDER is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by any bank in India acceptable to you as per the list of Banks provided in the TENDER, in your favour in accordance with the Tender Document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the abovementioned BIDDER has approached us, for providing them the BANK GUARANTEE.

AND WHEREAS at the request of the BIDDER and in consideration of the proposed TENDER to you, WE, _____ [Bank Name], a banking corporation registered under [Specify Act], having our registered office at [Bank's Address], India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, _____ [Bank Name], through our local office at _______, India, furnish to you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We, undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify

you and keep you indemnified from time to time to the extent of Rs. _________ (Rupees ______ only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the BIDDER of any of the terms and conditions contained in the Tender and in the event of the BIDDER commits default or defaults in discharging any obligation in relation thereto under the TENDER or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs. ....(Rupees ______ only) as may be claimed by you on account of breach on the part of the BIDDER of their obligations in terms of the TENDER.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the BIDDER has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the BIDDER after expiry of the relative guarantee period of the Tender and after the BIDDER had discharged all his obligations under the Tender provided always that the guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the BIDDER till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the Tender or extend the validity of the offer or to postpone any time or from time to time any of your rights or powers against the BIDDER and either to enforce or forbear to enforce any of the term and conditions of the said Tender and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the BIDDER or any other forbearance, act or omission on your part of or any indulgence by you to the BIDDER or by any variation or modification of the Tender or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. _______ (Rupees _______ only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.

6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the BIDDER or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency ordeath as the case may be of the BIDDER.

7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the BIDDER hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the BIDDER from time to time arising out of or in relation to the said Tender and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

9. Any notice/ claim by way of demand or otherwise under this Guarantee must be made in writing and served to us by either special courier or telex or fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. The Bank Guarantee shall not be affected by any change in the constitution of the BIDDER or us nor shall it beaffected by any change in your constitution or by any amalgamation or absorption thereof or therewith but willensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your prior consent in writing.

13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the BIDDER. Our liability under this Guarantee shall be absolute and unconditional, irrespective of:

    i) Any dispute between you and the BIDDER regarding the Tender.

    ii) Any dispute or difference raised by the BIDDER against you.

    iii) Any variation, extension, or modification in the terms of the Tender, without our prior consent.

14. Notwithstanding anything contained herein above;

    i) Our liability under this Guarantee shall not exceed Rs. ________ (Rupees only);

    ii) This Bank Guarantee shall be valid up to and including the date _____; and

    iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if youserve upon us a written claim or demand on or before the expiry of this guarantee.

15. This Guarantee is governed by and shall be construed in accordance with the laws of India. The courts at Mumbai shall have exclusive jurisdiction to adjudicate disputes arising under this Guarantee.
16. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power ofAttorney issued by the Bank.
17. In witness of which the Bank, through its authorized officer, has set its hand and stamp on this day of 2025 at _____.

For and on behalf of

[Bank Name]

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Witnesses:

1. (Signature, Name, Address)

2. (Signature, Name, Address)

INSTRUCTIONS FOR FURNISHING "BID SECURITY/ EARNEST MONEY" BY "BANK GUARANTEE"

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In the case of a foreign Bank, the said Bank's Guarantee is to be issued by its correspondent Bank in India on requisite non-judicial stamp paper.
2. The expiry date should be arrived at following "ITB: Clause-18.2".
3. The Bank Guarantee by bidders will be given from the Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee/ all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the bank along with the bank's e-mail/fax/phone number from where the earnest money bond has been issued.
6. Suppose a commercial Bank issues a Bank Guarantee. In that case, a letter to the Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent, along with documentary evidence.

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