**ANNEXURE I : FORMAT FOR BANK GUARANTEEE TOWARDS EARNEST MONEY DEPOSIT (EMD)**

WHEREAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the bidder”) has submitted his tender dated \_\_\_\_\_\_ for -----------------------------------------(Name of the work) .

KNOW ALL PEOPLE by these presents, that We \_\_\_\_\_\_\_\_\_\_\_\_\_\_ having our registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “ the Bank”) are bound unto National Institute of Securities Markets (hereinafter called “the Employer”) in the sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_) for which payment well and truly to be made to the said Employer, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_day of \_\_\_\_.

THE CONDITIONS of this obligation are:

1. If after tender opening the bidder withdraws his tender during the period of tender validity period specified in the tender documents;

Or

1. If the bidder having been notified of the acceptance of his tender by the Employer during the period of tender validity period,
2. On account of any erosion, refusal and / or delay on the part of bidder to sign and / or execute the Agreement in accordance with the Instructions to bidder, if required; or
3. Fails or refuses to furnish the performance guarantee, in accordance with the Notice Inviting Tenders.

or

1. Fails to commence the work awarded to him within the prescribed time limit.

We undertake to pay to the Employer either up to the above amount or part thereof upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand, the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date September 21st, 2020. Any demand in respect of this guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. 8,00,000/- (Rupees Eight Lakh Only)
2. This Bank Guarantee shall be valid up to September 21st, 2020.
3. We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before September 21st, 2020. All the rights of the beneficiary under the said Guarantee shall be forfeited and Guarantee shall be released and discharged from all liabilities thereafter.

DATE :

WITNESS :

SIGNATURE OF THE BANK :

BANKER’S SEAL :