

Corrigendum 2: Request for Proposal (RfP) for Rural Electrification Works of 22 Villages in districts of Chatra, Latehar, Garhwa, West Singhbhum & Simdega, in Jharkhand through Biomass Gasification Power Plants (Mini/Micro grid) with distribution network & connection to households, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).

RFP No. 12/JREDA/DDG/Biomass/2016-17

Format for Submitting Bank Guarantee for Earnest Money

(To be submitted in Rs. 100/- Non-Judicial Stamp Paper to be purchased in the name of the issuing bank)

To,
The Director,
Jharkhand Renewable Energy Development Agency
3rd Floor, S.L.D.C. Building,
Kusai Colony, Doranda,
Ranchi - 834002.

WHEREAS (Supplier's name) (hereinafter referred to as "Supplier"), a company registered under the Companies Act, 1956 and having its registered office at is required to deposit with you, the Purchaser, by way of Earnest Money Rs. (Rupees only) in connection with its tender for the work with reference to Request For Proposal (RFP) No. dated as per specification and terms and conditions enclosed therein.

WHEREAS the Supplier as per "**Request For Proposal: 12/JREDA/DDG/Biomass/2016-17**" has agreed to establish a Bank Guarantee in Your favour through us valid up to (date) instead of deposit of earnest money in cash.

WHEREAS you have agreed to accept a Bank Guarantee from us in instead of earnest money in cash from the Supplier.

1. We (Bank) hereby agree and undertake to pay you on demand the said amount of Rs. (Rupees only) without any protest or demur in the event the Supplier/Tenderer after submission of his tender, resiles from or withdraws his offer or modifies the terms and conditions thereof in a manner not acceptable to you or expresses his unwillingness to accept the order placed and/or letter of intent issued on the Supplier/Tenderer for the work under "**RFP No. 12/JREDA/DDG/Biomass/2016-17**".
2. Your decision as to whether the Supplier/Tenderer has resiled from or has withdrawn his offer or has modified the terms and conditions thereof in a manner not acceptable to you or has expressed his unwillingness to accept the order placed and/or Letter of Award issued by you on the Supplier/Tenderer for the work under "**RFP No. 12/JREDA/DDG/Biomass/2016-17**" in this regard, shall be final and binding on us and we shall not be entitled to question the same.

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3. Notwithstanding anything contained in the foregoing, our liability under this Guarantee shall be restricted to Rs. (Rupees only).
4. This Guarantee shall remain valid and in full force and effect up to (Date) and shall expire thereafter unless an intimation is given to the Bank by you earlier in writing discharging us from our obligation under this Guarantee.
5. We shall not revoke this Guarantee during its currency except by your consent in writing.
6. This Guarantee shall not be affected by any change in the constitution of the Supplier/Tenderer or yourselves or ourselves but shall ensure to your benefit and be enforceable against our legal successors or assignees by you or your legal successors.
7. Notwithstanding anything contained herein above unless a demand or claim under this Guarantee is made on us in writing within six months from the date of expiry of this Guarantee we shall be discharged from all liabilities under this Guarantee thereafter.
8. We have power to issue this Guarantee under our Memorandum and Articles of Association and the undersigned who is executing this Guarantee has the necessary power to do so under a duly executed Power of Attorney granted to him by the Bank.

Signed and Delivered

For and on behalf of Bank.
(Banker's Name)

Name of Bank Manager: