

## FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT HYDERABAD OR OUTSATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT HYDERABAD OR ANYSCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT HYDERABAD. BONDS ISSUED BY COOPERATIVE BANKS ARE NOT ACCEPTED).

### LETTER OF GUARANTEE

To,  
Commission Secretary,  
Telangana State Electricity Regulatory Commission  
Lakadi-ka-Pool, Hyderabad - 500004

IN ACCORDANCE WITH YOUR TENDER No: .....  
dated.....for supply of ....., M/s. ....  
(hereinafter called the "Bidder") having its Registered Office at  
....., wish to participate in the said bid for the  
**Construction of office building Block – A(Stilt + 5) Floors & Block – B  
(Stilt + 2 Floors) for TSERC at Kalyan Nangar, Hyderabad as per super  
ECBC compliance and Net Zero Energy Building concept ...** as an  
irrevocable Bank Guarantee against Earnest Money Deposit for an  
amount of Rs. .... (Rupees.....) valid up to  
..... (45 days from the date of issue of Bank Guarantee), is required  
to be submitted by the bidder as a condition precedent for participating in  
the said bid, which amount is liable to be forfeited by the TSERC on (1) the  
withdrawal or revision of the offer by the bidder within the validity period,  
(2) Non acceptance of the Letter of Indent/ Purchase order by the Bidder  
when issued within the validity period, (3) failure to execute the contract as  
per contractual terms and condition with in the contractual delivery period  
and (4) on the happening of any contingencies mentioned in the bid  
documents, (5) in violation of the clause of the tendor.

### **During the validity of this Bank Guarantee:**

We, .....(Bank name) having its registered Office at  
..... guarantee and undertake to pay immediately on first

demand by **TSERC** the amount of Rs.....  
(Rupees.....)without any reservation, protest, demur and  
recourse. Any such demand made by the TSERC shall be conclusive and  
recourse. Any such demand made by the purchaser shall be binding on the  
Bank irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to .....(45  
days from the date of issue of Bank Guarantee) If any further extension is  
required, the same shall be extended to such required period on receiving  
instruction form the Bidder, on whose behalf this Guarantee is issued.

**Notwithstanding anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed Rs.....  
(Rupees.....) .
2. This Bank Guarantee shall be valid up to ..... (date)
3. We are liable to pay the guaranteed amount or any part thereof under this  
Bank Guarantee Only and only if you serve upon us a written claim or  
before ..... (date).

This Bank further agrees that the claims if any, against this Bank  
Guarantee shall be enforceable at our branch office at  
..... situated at ..... (Address of local  
branch).Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the  
Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.