

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY**

This deed of guarantee made this \_\_\_\_\_ Day of \_\_\_\_\_ Month \_\_\_\_\_  
Year between \_\_\_\_\_ (Name of Banker) having its  
Registered office at \_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as the Surety) and President of India acting by and through CHIEF  
CONSTRUCTION ENGINEER (R&D) ESTATES SOUTH, DRDO, CHANDRAYANAGUTTA,  
KESAVAGIRI POST, HYDERABAD - 500 005. (hereinafter referred to as the "Owner")

WHEREAS \_\_\_\_\_ (Contractor's name)  
(hereinafter referred to as "Contractor") a company registered under companies Act 1956 and  
having their registered office at \_\_\_\_\_

Bound to deposit with the OWNER by way of EARNEST MONEY **Rs. \_\_\_\_\_ /- (Rupees**  
**Only)** in connection with their Tender for \_\_\_\_\_  
\_\_\_\_\_

(Name of work) with reference to OWNER'S Tender Enquiry No. \_\_\_\_\_  
dated \_\_\_\_\_ as per Specification and terms and conditions enclosed therein.

Whereas the Contractor as per para 6 of NIT has agreed to furnish a Bank Guarantee valid  
unto \_\_\_\_\_ (date) instead of deposit of Earnest Money.

NOW THIS WITNESSETH.

That the surety in consideration of the above tender made by the CONTRACTOR to the  
OWNER hereby undertake to guarantee payment on demand to the OWNER of the said  
Amount of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)**  
which the CONTRACTOR is bound to deposit with the OWNER by way of Earnest Money in  
connection with his tender.

This guarantee shall not be affected by any change in the constitution of the OWNER,  
CONTRACTOR or the SURETY.

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The OWNER shall be eligible to make any claim under this guarantee only if the CONTRACTOR after submitting the tender, resiles from the offer or modify the terms and conditions thereof in a manner not acceptable to the OWNER or fail to sign the contract and Deposit initial security deposit within 21 (Twenty one) days after the OWNER has advised the CONTRACTOR \_\_\_\_\_ the \_\_\_\_\_ acceptance \_\_\_\_\_ of \_\_\_\_\_ (name of work) on mutually agreed terms and Conditions. The Owner's decision In this regard shall be final and binding.

The SURETY cannot revoke this guarantee during its currency except by the previous consent of the OWNER in writing.

Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the surety in writing on or before \_\_\_\_\_ the surety shall be discharged from all liabilities under this guarantee hereafter.

For and on behalf of

(BANKER'S NAME)