

BANK GUARANTEE FORM

{ To be issued by a Scheduled Bank Branch in << concerned >> }

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: _____ **Dated :** _____

Issuer of Bank Guarantee:<<<<INSERT BANK NAME>>>>

Beneficiary of Bank Guarantee: **Amritsar Smart City Limited / Jalandhar Smart City Limited, payable at Amritsar / Jalandhar City.**

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee valid upto

Context of Bank Guarantee:

In pursuance of **Section 2, CLAUSE NO.17.1. and Data sheet 17.1** of the Request for Proposal(RFP), Document dated **28.06.2017** (hereinafter referred to as the "RFP" inclusive of Agreement) and the said RFP has been awarded to the Consultant for the appointment of **Project Management Consultant (PMC) for assisting Amritsar Smart City Limited (ASCL) / Jalandhar Smart City Limited (JSCL) to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Amritsar / Jalandhar City of Punjab.**(hereinafter referred to as the "Project"), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner to be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The Contract of Bank Guarantee is an independent Contract between the **Amritsar Smart City Limited (ASCL) / Jalandhar Smart City Limited (JSCL)** and is not dependent upon execution or performance of any Agreement between PMIDC and you/your firm having registered office at

Operative part of the Bank Guarantee:

1. At the request of the Company, a company within the meaning of the Companies Act 2013 (incorporated under the Companies Act of 1956) having its Registered Office at, (hereinafter referred to us as Bidder/Consultant), we, **"INSERT BANK NAME & COMPLETE ADDRESS"** (hereinafter referred to as "the Bank/ Guarantor". Which expression shall, unless repugnant to the context or meaning thereof, include all its successors,

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administrators , executors and permitted assignees), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to **Amritsar Smart City Limited (ASCL) / Jalandhar Smart City Limited (JSCL)** i.e. the beneficiary on behalf of the bidder i.e.

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to a total sum of **Rs.10,000,00/- (Rupees Ten Lakhs Only)**, such sum being payable by us to the **Amritsar Smart City Limited (ASCL) / Jalandhar Smart City Limited (JSCL)** immediately upon receipt of first written demand from **Amritsar Smart City Limited (ASCL) / Jalandhar Smart City Limited (JSCL)**.

2. We unconditionally and irrevocably undertake to pay to **Amritsar Smart City Limited (ASCL) / Jalandhar Smart City Limited (JSCL)** on an immediate basis, upon receipt of first written demand from the **Amritsar Smart City Limited (ASCL) / Jalandhar Smart City Limited (JSCL)** and without any cavil or argument or delaying tactics or reference by us to the Consultant and without any need for the **Amritsar Smart City Limited (ASCL) / Jalandhar Smart City Limited (JSCL)** to prove the failure on the part of the Consultant to repay the amount of **Rs.10,00,000/- (Rupees Ten Lakhs Only)** or to show grounds or reasons for the demand or the sum specified therein, the entire sums within the limits of **Rs.10,00,000/- (Rupees Ten Lakhs Only)**.
3. We hereby waive the necessity of the **Amritsar Smart City Limited (ASCL) / Jalandhar Smart City Limited (JSCL)** demanding the said amount from the Consultant prior to serving the Demand Notice upon us.
4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We, further agree **Amritsar Smart City Limited (ASCL) / Jalandhar Smart City Limited (JSCL)** shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to it by the Consultant, which are recoverable by the **Amritsar Smart City Limited (ASCL) / Jalandhar Smart City Limited (JSCL)** by the invocation of this Guarantee.
5. This Guarantee will not be discharged due to a change in the constitution of the Bank or the Consultant. We undertake not to withdraw or revoke this Guarantee during its currency/validity period, except with previous written consent of the **Amritsar Smart City Limited (ASCL) / Jalandhar Smart City Limited (JSCL)**.
6. We unconditionally and irrevocably undertake to pay the **Amritsar Smart City Limited (ASCL) / Jalandhar Smart City Limited (JSCL)** any amount so demanded not exceeding **Rs.10,00,000/- (Rupees Ten Lakhs Only)**, notwithstanding before any dispute or disputes raised by the Consultant or anyone else in liability under this Guarantee being absolute, unconditional and

Bank Guarantee No.: _____ **Dated :** _____

unequivocal. The payment so made by us under this Guarantee to the **Amritsar Smart City Limited (ASCL) / Jalandhar Smart City Limited (JSCL)** shall be a valid discharge of our liability for payment under this Guarantee and the Consultant shall have no claim against us for making such payment.

7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid for period mentioned in the RFP document of **PMC** i.e. 180 days.

Notwithstanding any contained herein:

1. Our liability under this Bank Guarantee shall not exceed Indian **Rs.10, 00,000/- (Rupees Ten Lakhs Only)**.
2. This unconditional and irrevocable bank Guarantee shall be valid w.e.f _____ (Date of issue of BG to)
3. We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if, **Amritsar Smart City Limited (ASCL) / Jalandhar Smart City Limited (JSCL)**, serves upon us a written claim or demand on or before end of validity period of this Guarantee i.e. period mention in RFP document of **PMC** i.e.180 days.

For the <<< INSERT NAME OF THE BANK>>>>

Authorized Signatory on behalf of the Bank

Witness:

1) c/o << INSERT NAME OF THE BANK>>

2) c/o << INSERT NAME OF THE BANK >>