



Design, Supply, Installation, Testing, Commissioning, and 5 years of Comprehensive operation & Maintenance of LNG Storage & Regasification station along with all necessary auxiliary units at Bikaner & Churu GA



TENDER DOCUMENT NO:  
GSL/REPL/011/LNG

Date: 29/05/2023

**Form F- 6A**

**BID SECURITY (EMD) PROFORMA**

**(To be stamped in accordance with Stamp Act)**

Bid Document No. :  
Project :

To  
Gasonet Services (RJ) Limited,  
Noida

Bank Guarantee No.  
Date

WHEREAS ..... (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at .....India (hereinafter referred to as “the BIDDER”) proposes to tender and offer in response to tender Ref. No. ----- for ----- (hereinafter called the “TENDER”) issued by Gasonet Service (RJ) Limited. a company incorporated under the Companies Act, 1956, having its registered office at GASONET SERVICES LIMITED, Plot No.: 907, Sector – 21, Noida-201301, Uttar Pradesh India (hereinafter referred to as “GSL”)

AND WHEREAS, in terms of the conditions as stipulated in the TENDER, the BIDDER is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by any bank in India acceptable to you as per the list of Banks provided in the TENDER, in your favour in accordance with the Tender Document (which guarantee is hereinafter called as “BANK GUARANTEE”)

AND WHEREAS the BIDDER has approached us, ..... to provide the BANK GUARANTEE. AND WHEREAS at the request of the BIDDER and in consideration of the proposed TENDER to you, WE,... having Our Registered Office ..... , India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, ....., through our local office at .....

....., India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We , undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupees ..... only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the BIDDER of any of the terms and conditions contained in the Tender and in the event of the BIDDER commits default or defaults in discharging any obligation in relation thereto under the TENDER or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees only) as may be claimed by you on account of breach on the part of the BIDDER of their obligations in terms of the TENDER.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the BIDDER has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the BIDDER after expiry of the relative guarantee period of the Tender and after the BIDDER had discharged all his obligations under the Tender provided always that the guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are



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enforced after the said date.

4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the BIDDER till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the Tender or extend the validity of the offer or to postpone any time or from time to time any of your rights or powers against the BIDDER and either to enforce or forbear to enforce any of the term and conditions of the said Tender and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the BIDDER or any other forbearance, act or omission on your part of or any indulgence by you to the BIDDER or by any variation or modification of the Tender or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs (..... .. Rupees. only ) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the BIDDER or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the BIDDER.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the BIDDER hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the BIDDER from time to time arising out of or in relation to the said Tender and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the BIDDER or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your prior consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the BIDDER.
14. Notwithstanding anything contained herein above.
  - i) Our liability under this Guarantee shall not exceed Rs.....(Rupees only).



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- ii) This Bank Guarantee shall be valid up to and including the date..... ; and
  - iii) 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 demand on or before the expiry of this guarantee.
15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager

Seal

Address



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**Form - 13**

**“FORMAT OF “ADVANCE BANK GUARANTEE”**

**Sub: Advance Bank Guarantee no. ....for value..... [ Insert ABG value here]..... in respect of Purchase Order No (“PO”).....Dated.....for value..... [Insert total PO value] for ..... [Project name].**

In consideration of Gasonet Service (RJ) Limited, a company incorporated under the Companies Act, 1956, having its registered office at GASONET SERVICES LIMITED, Plot No.: 907, Sector – 21, Noida-201301, Uttar Pradesh India (hereinafter referred to as “GSL” (“the Owner”) agreeing to make advance payment of [Insert ABG value in figures and words].....(“Advance Payment”) to.....[Insert the name of the BIDDER with address, contact person’s telephone /mobile number and email address], having its registered office at ..... { Insert the full address } (“the Bidder”) which has been unequivocally accepted by the Bidder and the Bidder having agreed to provide an irrevocable Advance Bank Guarantee [“Advance Bank Guarantee”] in accordance with the terms and conditions of the said PO, we, .....{Insert the Issuing Bank name and address, telephone and fax numbers} whose principal place of business is at ..... {Insert the full Address} (“the Guarantor”) hereby unconditionally agree and undertake to hold at your disposal, [Insert ABG value]..... and agree with you as follows:

1. Under the terms of the said PO, the Owner has agreed to pay to the Bidder an advance payment of [insert the ABG value in figures and words]..... being .....% of the basic value/total value of the said PO, against furnishing of an Irrevocable Advance Bank Guarantee of equivalent amount by the Bidder.
2. The Guarantor, at the request of the Bidder, has agreed to give this unconditional and irrevocable Advance Bank Guarantee and agree and undertake not to revoke the same.
3. The Guarantor, hereby guarantee that the Bidder will duly comply and faithfully perform all their obligations and responsibilities under the said PO, failing which we, the Guarantor, do hereby unconditionally undertake to pay to the Owner ON MERE DEMAND AND WITHOUT ANY DEMUR AND WITHOUT RECOURSE TO THE BIDDER such amount or amounts as the Guarantor may be called upon to pay not exceeding in the aggregate a sum of [insert ABG value in figures and words].....
4. The Advance Bank Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Bidder but shall in all respects and for all purposes be binding and operative until payment of all monies due to the Owner under the Advance Bank Guarantee are paid.
5. The decision of the Owner that any sum has become payable shall be final and binding on the Guarantor.
6. The Advance Bank Guarantee shall be governed by the laws of India.
7. We shall on simple demand from the Owner pay immediately to the Owner, the said amount of(Insert ABG value in figures and words)..... without any demur and without requiring the Owner to invoke any legal remedy that may be available to them, to compel the Guarantor to pay the Advance Payment amount, even if the Bidder considers such demand of the Owner is unjustified.
8. Any notice by way of request, demand or otherwise hereunder may be sent by courier, fax or by post to the Bank on or before the expiry date of the Advance Bank Guarantee. The Owner may lodge request/demand in writing at our branch .....[Insert specific Mumbai branch name and full address with tel/fax numbers] at Mumbai on or before the expiry of the Advance Bank Guarantee as stated under clause no.9.



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9. Our liability under the Advance Bank Guarantee is restricted to a sum of [Insert ABG value in figures and words )..... and the Advance Bank Guarantee shall remain in force until .....(date) or such extended period as may be required by the Owner & Bidder and unless a claim under the Advance Bank Guarantee is lodged with us within three months from the date of expiry of the Advance Bank Guarantee at our Mumbai branch i.e. on or before .....(date) or such extended period as the case may be, all your rights under the Advance Bank Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under the Advance Bank Guarantee.
10. We confirm that all your claims under the Advance Bank Guarantee shall be payable at our above-mentioned Mumbai Branch immediately.
11. We, further confirm that, we have powers to issue the Advance Bank Guarantee under our Constitution (including Memorandum and Articles of Association) and other applicable documents, and the undersigned have full powers to do so under the Power of Attorney / authorization granted to me/us by .....[Insert the Name of the Bank].

Dated this ..... day of ..... 2023

Yours faithfully  
For and on behalf of Issuing Bank name