**Format 6.3 A – Format for BG for Earnest Money Deposit**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Insert* nature of work/supply] in the State of **Assam** *[Insert Name* *of the State]* for development of bio refinery in the state of Assam (hereinafter referred to as “Project”),in response to the RfS dated **\_\_\_\_\_\_\_\_** issued by Assam Bio Refinery Private Limited (hereinafter referred to as ‘ABRPL’) and ABRPL considering such response to the RfS of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *[Insert the name of the Bidder*] as per the terms of the RfS, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert name & address of the Bank]* (hereinafter referred to as ‘Bank/Guarantor Bank’) hereby agrees unequivocally, irrevocably and unconditionally to pay to ABRPL having Registered Office at 122A, G S Road, Guwahati, Assam, India forthwith on demand in writing from ABRPL *or* any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees **\_\_\_\_\_\_\_\_\_\_** *[Insert amount not less than that derived on the basis of RfS]* only, on behalf of **\_\_\_\_\_\_\_\_\_\_\_** *[Insert name of the Bidder] .*

This guarantee shall be valid and binding on this Bank up to and including **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *[Insert* *date of validity in accordance with clause \_\_\_\_of this RfS]* and shall not be terminable by notice orany change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective Agreement.

Our liability under this Guarantee is restricted to **Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (Rs.

**\_\_\_\_\_\_\_\_\_\_\_\_\_ only**). Our Guarantee shall remain in force until **\_\_\_\_\_\_\_\_\_\_\_\_\_** *[insert date of validity in accordance with clause \_\_\_\_\_\_\_\_ of this RfS]*. ABRPL shall be entitled to invokethis Guarantee till **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *[insert date of validity in accordance with clause \_\_\_\_ of this RfS]*.

The Guarantor Bank hereby agrees and acknowledges that the ABRPL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by ABRPL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to ABRPL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *[Insert name of the Bidder]* and/or any other person. The Guarantor Bank shall not require ABRPL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against ABRPL in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Guwahati shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly ABRPL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by ABRPL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to ABRPL and may be assigned, in whole or in part, (whether absolutely or by way of security) by ABRPL to any entity to whom ABRPL is entitled to assign its rights and obligations under the Project.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.\_\_\_\_\_\_\_\_\_\_\_ (Rs. **\_\_\_\_\_\_\_\_\_\_\_\_** only) and it shall remain in force until **\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017** *[Date to be inserted on the basis of Clause \_\_\_\_ of this RfS]*. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if ABRPL serves upon us a written claim or demand.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Power of Attorney No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For

\_\_\_\_\_*\_ [Insert Name of the Bank]*

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_