

Section-VII

1. Bank Guarantee Proforma for Earnest Money Deposit/Tender Security

Bank Guarantee No.....

Brief description of contract: **Embassy Residence Renovation Project**

Name and Address of Beneficiary: **High Commission of India, Port of Spain, #6 Victoria Avenue, Trinidad W.I**

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for **Embassy Residence Renovation Project** at **Port of Spain, Trinidad** for **High Commission of India, , Port of Spain** and one of the tender conditions is for the M/s (**Name of Contractor with address**) to submit a Bank Guarantee for Earnest Money Deposit amounting to **TT\$ 194,410.00 (VAT Incl.)** In fulfilment of the tender conditions, we, (**Name of Bank with address**) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of **TT\$ 194,410.00 (VAT Incl.)**

2. This guarantee is valid for a period of 180 (One hundred and eighty) Days and any claim and statement hereunder must be received at the above-mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to **TT\$ 194,410.00 (VAT Incl.)**

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**) up to the (**date after 180 days from date of issue**) and claims under this guarantee should be submitted not later than (**date after 180 Days from date of issue**).

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the **Trinidad and Tobago** and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the **Trinidad and Tobago** Courts.

Date:

Name:

Place:

Signature: