**Addendum - 3**

22.06.2016

Name of work: Centre for Performing arts at Varkala

Tender No. HLL/ID/16/05 dated 30.05.2016

**FORM OF BANK GUARANTEE FOR** **EARNEST MONEY DEPOSIT**

1. KNOW ALL MEN by these presents that we ………………………………….…... (Name of Bank) having our registered office at ……………………… (Name of country) (hereinafter called “the Bank”) are bound unto HLL Lifecare Limited (hereinafter called “HLL”) in the sum of **Rs. \_\_\_\_** for which payment will and truly to be made to the said HLL, the Bank binds itself, its successors and assigns by these presents.

2. WHEREAS…………………………(Name of Tenderer) (hereinafter called “the Tenderer”) has submitted its tender dated\_\_\_\_\_\_\_\_\_\_ for (Name of the work as mentioned under Clause 1 of NIT) hereinafter called the tender.

AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of **Rs \_\_\_\_\_ (\_\_\_\_**) as Tender Security against the Tenderer’s offer as aforesaid.

AND WHEREAS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

3. We further agree as follows:

a. That HLL may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between HLL and the Tenderer.

b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.

c. That any account settled between HLL and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

d. That this Guarantee commences from the date hereof and shall remain in force till \_\_\_\_\_\_\_\_\_ (date to be filled up) (up to 150 days from the last date of submission of tender).

1. That the expression ‘the Tenderer’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4.THE CONDITIONS OF THIS OBLIGATION ARE**:**

a. if the Tenderer withdraws his Tender during the period of Tender validity specified in Clause 17 of Notice Inviting Tender, or

b. if the Tenderer having been notified of the acceptance of his tender by HLL during the period of tender validity :

i. fails or refuses to furnish the Performance Security in accordance with Clause 10 of Notice Inviting Tender and/or

ii. fails or refuses to enter into a Contract within the time limit specified in Clause 18 of Notice Inviting Tender.

We undertake to pay to HLL upto the above amount upon receipt of his first written demand, without HLL having to substantiate his demand provided that in his demand HLL will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a) & (b), mentioned above, specifying the occurred condition or conditions.

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|  | Signature of …………………………. Authorized Official of the Bank |
| Signature of the witness  ……………………………………. | Name of Official ……………………..  Designation ………………………….. |
| Name of the Witness  ……………………………………. | Stamp/Seal of the Bank …………………………… |
| Address of the Witness  ……………………………………. |  |

**Deputy Vice President (Technical)**