**ANNEXURE-XXIII**

Tender No: **G25/VHS/** **113812-13/1267- 68 dated 29.03.2023**

 **BANK GUARANTEE FORMAT FOR FURNISHING EMD**

GOA SHIPYARD LIMITED

VASCO- DA-GAMA

GOA – 403802

INDIA.

Whereas\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter called the “Tenderer” ) has submitted their Offer No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated \_\_\_\_\_\_\_\_\_\_\_ for the supply \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter called the tenderer)

Known all men by these presents that we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Incorporated under the Banking Act (hereinafter referred to as ‘the said BANK’)

and having our Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and branch at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

are bound unto in the sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) to Goa Shipyard Limited

( hereinafter called the purchaser) for which payment will and truly to be made to the said

purchaser, the Bank binds itself, it successors and assigns by these presents.

**THE CONDITIONS OF THIS OBLIGATION ARE:**

1. If the tenderer withdraws or amends impairs or derogates from the tender in any

 respect within the period of validity of this tender.

2. If the tenderer having been notified of the acceptance of his tender by the purchaser

 during the period of its validity.

 a) If the tenderer fails to furnish the Performance the Security for the due performance of the contract.

 b) Fails or refuses to execute the contract.

We undertake to pay the purchaser up to the above amount upon receipt of its first written

demand , without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 90 days after the period of tender validity (180 days) and any demand in respect thereof should reach the Bank not later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Not withstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-

(Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only)

This Bank Guarantee shall be valid up to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 a demand on or before

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

( \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

 STAMP & SIGNATURE OF THE BANK