

Annexure-13

Format of Bank Guarantee to be submitted as EMD

In consideration of **Kannur International Airport Limited**, having its office at **Kara-Peravoor Road, Mattannur, Kannur, Kerala, India** (hereinafter referred to as the "Kannur Airport", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to submit the Bid of _____ **{Bidder's Name}** and having its registered office at _____ (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), Selection of Agency for Procurement, Design, Development, Testing, Implementation and Operation & Maintenance of an Enterprise software for **Kannur International Airport in Mattanur, Kannur, Kerala** (hereinafter referred to as the "**Services**") pursuant to the RFP Document RFP No _____ dated issued in respect of the Services and other related documents (hereinafter collectively referred to as "**Bidding Documents**"), we [*Name of the Bank*] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "**Bank**"), at the request of the Bidder, do irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RfP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to Kannur Airport an amount of **INR** as EMD/Bid Security (hereinafter referred to as the "**EMD**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

1. Any such written demand made by Kannur Airport stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
 - a) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of Kannur Airport is disputed by the Bidder or not merely on the first demand from Kannur Airport stating that the amount claimed is due to Kannur Airport by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **[amount]**.
 - b) This Guarantee shall be irrevocable and remain in full force for a period of 6 months inclusive of a claim period of **60 (sixty) days** or for such extended period as may be mutually agreed between Kannur Airport and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
 - c) We, the Bank, further agree that Kannur Airport shall be the sole judge to decide as to whether

the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of Kannur Airport that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between Kannur Airport and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other Kannur Airport.

- d) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- e) In order to give full effect to this Guarantee, Kannur Airport shall be entitled to treat the Bank as the principal debtor. Kannur Airport shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to Kannur Airport, and the Bank shall not be released from its liability under these presents by any exercise by Kannur Airport of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of Kannur Airport or any indulgence by Kannur Airport to the said Bidder or by any change in the constitution of Kannur Airport or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- f) Any notice by way of request, demand or otherwise shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- g) We undertake to make the payment on receipt of your notice of claim on us addressed to **[name of Bank along with branch address]** and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
- h) It shall not be necessary for Kannur Airport to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Kannur Airport may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- i) We, the Bank, further undertake not to revoke this Guarantee during its currency except with

the previous express consent of Kannur Airport in writing.

- j) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms. ____ ____, its _____ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

