

Amendment No. 3

[Revised Format of BG for EMD (Annexure-6)]

ANNEXURE-6: PROFORMA FOR EARNEST MONEY DEPOSIT BANK GUARANTEE

(To be issued on non-judicial stamp paper of appropriate value)

To

The President of India

Acting Through Administrator, USOF

Whereas _____ (hereinafter called the "Bidder") has submitted their Bid in response to Tender no. _____ dated _____ for **"Provision of 4G based mobile services in Identified Uncovered Villages and Seamless Mobile coverage along National Highways in Andaman & Nicobar Islands"** (ANI) (hereinafter called the "tender").

KNOW ALL MEN by these presents that WE, _____ (hereinafter called the "Bank") having our registered office at _____ are bound unto the President of India acting through Administrator, Universal Service Obligation Fund (hereinafter called the "Administrator") in the sum of Rs. _____ for which payment will and truly to be made to the said Administrator. The Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender or extension thereof.
- (2) If the Bidder having been notified of the acceptance of his tender by the Administrator during the period of its validity-
 - a) fails to furnish the Performance Bank Guarantee for the due performance of the Agreement.
 - b) fails or refuses to execute the Agreement within the specified period.

We undertake to pay without any demur the Administrator up to the above amount upon receipt of its first written demand, without the Administrator having to substantiate its demand, provided that in its demand the Administrator will note that the amount claimed

by it is due to it owing to the occurrence of one or more of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity of 180 calendar days and is further extendable at the request of the Administrator for another period of 180 days.

“Notwithstanding anything contained herein above,

- i. Our Liability under this bank guarantee shall not exceed to Rs. (Rupees only)
- ii. This Bank Guarantee shall be valid up to(Date of Expiry).
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if, you serve upon us a written claim on or before(Claim Expiry Date)
- iv. Thereafter the bank shall stand discharged from all its liability under this guarantee and all your rights under this guarantee shall stand extinguished, irrespective of the fact whether the guarantee in original is returned back to us or not.

Signed and Delivered by _____ Bank by the hand of _____ its _____ and authorised office.

Authorised Signatory _____ Bank

Place-----

Rubber Stamp of the Bank:

Date-----

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Employee Code:

Complete Postal address of Bank:

Telephone Numbers -----

Fax numbers.....

E-mail ID -----