

**Bank Guarantee Proforma for Earnest Money Deposit**

Bank Guarantee No.....

Brief description of contract: Acquisition of Property

Name and Address of Beneficiary: Embassy of India, Bijenik 152b, 10000 Zagreb

Date:

Whereas M/s (*Name of the Firm with address*) have submitted their tender for providing legal services in connection with acquisition of property for Embassy of India, Zagreb, and one of the tender conditions is for M/s (*Name of the Firm with address*) to submit a Bank Guarantee for Earnest Money Deposit amounting to Euros \_\_\_\_\_. In fulfillment 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 Euros \_\_\_\_\_.

2. This guarantee is valid for a period of 90 (Ninety) 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 Euros \_\_\_\_\_.

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (*date of issue*) up to the (*date after 90 days from date of issue*) and claims under this guarantee should be submitted not later than (*date after 90 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 Croatia and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No.758) and shall be subject to exclusive jurisdiction of the Courts of Croatia.

Date:

Place:

Name:

Signature:

[\*45 days beyond the final bid validity period of 45 days.]

**Bank Guarantee Proforma for Performance Security**

Bank Guarantee No.....

Brief description of contract: Acquisition of Property

Name and Address of Beneficiary: Embassy of India, Bijenik 152b, 10000 Zagreb

Date:

Whereas M/s (*Name of the Firm with address*) have submitted their tender for providing legal services in connection with acquisition of property for Embassy of India, Zagreb, and one of the tender conditions is for M/s (*Name of the Firm with address*) to submit a Bank Guarantee for Performance Security (*5% of the accepted tendered amount*) amounting to Euros \_\_\_\_\_ (*5% of the accepted tendered amount*). 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 Euros \_\_\_\_\_ (*calculated as 5% of the accepted tendered amount*).

2. This guarantee is valid for a period of \_\_\_\_ days and up to \_\_\_\_\_ (*30 days beyond the stipulated date of completion of work*) 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 Euros \_\_\_\_\_ (*5% of the accepted tendered amount*).

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (*date of issue*) up to the (*30 days beyond the stipulated date of completion of work*) and claims under this guarantee should be submitted not later than (*from date of expiry*).

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 Croatia and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No.758) and shall be subject to exclusive jurisdiction of Croatia's Courts.

Date:

Place:

Name:

Signature: