

(GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT)
(To be Stamped)

To
The Chief General Manager
National Bank for Agriculture and Rural Development, H O,
Plot No.C-24, 'G' Block,
GAD, Ground Floor, E-wing
Bandra Kurla Complex,
Bandra (East)
MUMBAI - 400 051

Dear Sir

WHEREAS the National Bank for Agriculture and Rural Development, a body corporate established under the NABARD Act, 1981 (hereinafter referred to as NABARD, which expression shall include its successors and assigns) has invited tenders **for supply, installation and commissioning of Video Conferencing equipment on end-to-end basis in all Regional Offices/Head Office/Sub Office/Training Establishments of NABARD.**

(2) WHEREAS M/s _____ who are our constituents (hereinafter referred to as "the Tenderers", which expression shall include the successors and assigns) have submitted the tender for the said work.

(3) AND WHEREAS it is one of the condition of the said tender that the Tenderer shall deposit with the NABARD, at the time of submitting the tender, a sum of Rs. _____ (Rupees _____ only) as Bid Security in the form of a Demand Draft / Pay order which shall not bear any interest and which shall be liable for forfeiture in the event of the Tenderer, after acceptance of his tender by NABARD, failing to observe any of the terms and conditions of the tender or the Tenderer not commencing or completing the **supply, installation and commissioning of Video Conferencing equipment on end-to-end basis in all Regional Offices/Head Office/Sub Office/Training Establishments of NABARD** to the satisfaction of NABARD and / or its Consultants.

(4) AND WHEREAS at the request of the Tenderer, NABARD has agreed not to insist for payment of the said EMD in cash, Demand Draft and accept the guarantee from a Scheduled Commercial Bank in lieu thereof and have agreed to accept the same from us, the _____ Bank, as hereinafter contained.

In the premises aforesaid and in consideration of NABARD having agreed at our request to exempt the tenderer from depositing the said EMD in cash, We, _____ Bank having our Head Office at _____ and our Branch at _____ do hereby unconditionally and irrevocably guarantee unto the NABARD that the Tenderer will execute the Agreement soon upon acceptance of the tender by NABARD and will diligently, efficiently and satisfactorily perform all their obligations under the

various terms and conditions of the said tender (read with any amendments made thereto by mutual consent of NABARD and the Tenderer) and **supply, instal and commission the Video Conferencing equipment on end-to-end basis in all Regional Offices/Head Office/Sub Office/Training Establishments of NABARD to the satisfaction of the NABARD** / its Consultants within the time stipulated therein, failing which WE the _____ Bank shall, on demand and without demur, pay unto the _____ NABARD the sum of Rs. _____ (Rupees _____ Only) at its office at Mumbai.

We _____ Bank further covenant :

- (a) That we shall pay the aforesaid sum on demand made in writing by NABARD without reference to the Tenderers and notwithstanding any dispute or difference that any exist or arise between the NABARD and the tenderers;
- (b) That this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of NABARD.
- (c) That the decision of NABARD on the breach of any of the terms and conditions of the said contract / tender by the Tenderers or their failure to perform their obligations or discharge their duties under the said tender / contract shall be final and binding on us and shall not be disputed by us inside or outside the court, tribunal, arbitration or other authority;
- (d) That the notice of demand in writing issued by NABARD shall be conclusive proof as regards the amount due and payable to NABARD under this guarantee and it shall not be disputed by us either inside or outside the court, tribunal or arbitration or other authority;
- (e) That any neglect or forbearance on the part of NABARD in enforcing any of the terms and conditions of the said tender / contract or any indulgence shown by NABARD to the Tenderer or any variation in the said tender / contract terms made by mutual agreement between NABARD and the Tenderer or any other act or deed on the part of NABARD which but for this clause may have the effect of discharging us under the law relating to guarantee / sureties shall not discharge us from our obligations herein and we shall be discharged only by compliance by the Tenderers with all their obligations / duties under the said tender / contract or by payment of the sum.
- (f) That this guarantee shall not be effected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of the tenderers to submit the said tender and enter into the said contract or any change in the constitution or dissolution of the Tenderers or change in its name;
- (g) That it shall not be necessary for NABARD to exhaust its remedies against the Tenderers before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which the NABARD may have obtained or may hereafter be obtained from the Tenderers at the time when this guarantee is invoked is outstanding and unrealized;

(h) That we hereby agree that this guarantee shall be valid and be in force for a period of _____ months i.e. upto _____ and we hereby agree to renew this guarantee for such further period or periods at the request of NABARD in the event of the works specified in the Tender are finally awarded to the Tenderers and / or the works awarded are not completed within the stipulated period and such renewal shall be entirely at the cost and expense of the Tenderer.

(i) That any claim arising under this guarantee shall be preferred by NABARD within a period of six months from the aforesaid date of expiry or, in the event of any renewal, from such renewed date, and unless the claim is so preferred against us, we shall stand discharged of all our liabilities hereunder.

Yours faithfully
For and on behalf of
_____ Bank

(Authorized Official)