To,

The Administrator of Rajasthan State Agricultural Marketing Board

Through.................................

Whereas the Administrator of the Rajasthan State Agricultural Marketing Board through executive engineer (here-in-after called 'the Board') has called for tenders for execution of................................................. (Name of work) estimated to cost Rs. ........................................... (Rupees......................................... Only) on.................. (Date) or any extended date and as per normal rules of the Board, Earnest money to be deposited before or along with the tender, and whereas, the rules of the Board permit deposit of earnest money upto rupees 10 Lakhs in cash, and the balance in the form of bank guarantee.

1. In consideration of the administrator of the Rajasthan State Agricultural Marketing Board having made such a stipulation in rule 595 (iii) (a) of the public works finance & account rules, and the M/s. ..................... (Name of contractor) are desirous of depositing earnest money in excess of rupees 10 lakhs i.e. Rs. ......................... (excess over Rs. 10 lakhs) in the form of bank guarantee as earnest money in order to participate in the tender for the work above mentioned as per said rules, and will be so permitted on production of a bank guarantee for Rs. ........................., We ........................., (indicate name of bank) here-in-after referred to as the "Bank" at the request of M/s. ................................., contractors, do hereby undertake to pay to the Board an amount not exceeding Rs. ......................... on demand.

2. We........................................ (indicate the name of the bank), do hereby undertake to pay Rs. ......................... the amount due and payable under this guarantee without any demur or delay, merely on a demand from the Board. Any such demand made on the bank by the Board shall be conclusive and payable by the bank under this guarantee. The bank guarantee shall be completely at the disposal of the Board and we................................. (indicate the name of the bank), bound ourselves with all directions given by the Board regarding this bank guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..........................................................

3. We........................................ (indicate the name of the bank) undertake to pay the Board any money so demanded not withstanding any dispute or disputes raised by the contractors in any suit or proceeding pending before any court or tribunal or arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
We……………………………… (indicate the name of the bank) further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations, hereunder to extend the date of receipt of such tender for the work as aforesaid or to vary any other terms and conditions of the notice inviting tenders or the tender, extend the validity of tenders, or time for completion of the work, etc. We shall not be relieved from our liability by reason of any such variation or extension or for any forbearance, act or omission on the part of the Board or any indulgence by the Board, to the said contractor or by any such matter or thing whatsoever which would but for this provision, have the effect of so relieving us.

5. The liability of us……………………………… (indicate the name of the bank), under this guarantee will not be discharged due to the change in the constitution of the bank or the contractor.

6. We……………………………… (indicate the name of the bank), lastly undertake not to revoke this guarantee except with the previous consent of the Board in writing.

7. This guarantee shall remain valid and in full effect, until it is decided to be discharged by the Board. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs…………………

8. It shall not be necessary for the Board to proceed against the contractor before proceeding against the bank and the guarantee herein content shall be enforceable against the bank notwithstanding any security which the Board may have obtained or obtain from the contractor.

9. The bank guarantee shall be payable at the headquarters of the division, or the nearest district headquarters. If the last date of expiry of the bank guarantee happens to be a holiday of the bank, the bank guarantee shall expire on the close of the next working day.

Dated ........... day of........

For and on behalf of the Bank (indicate the bank)

Signature & Designation

The above Guarantee is accepted by the Board for and on behalf of the Board.

Signature

अयोद्धानाथ एवं अनुमोदनाथ प्रस्तुत हैं।

SE 56 (P&M)

02/8/19

MANOJ MITTAL
S.E. (P&M) & T.A. to Adm.

02/8/19

शिवारम चौधरी
सन. गुप्ता भ्रमणाभिनवा (फौज कंतियता)
May kindly peruse from Para 88/N. EE (Jps II) has prepared format of Bank Guarantee for Board's use. It approved we may upload this format on Board's website so that other Div/Crock can also use this format. Submitted for approval as:

08/18/19

MANOJ MITTAL
S.E. (P&M) & T.A. to Adm.