# Format for Submitting Bank Guarantee as Earnest Money

TENDER NO..... Date: .....

(To be submitted in Rs. 100/- Non-Judicial Stamp Paper to be purchased in the name of the issuing bank)

To,
Chhattisgarh State Co-operative Marketing Federation Ltd.
District Marketing Officer,
District ..... (Chhattisgarh)

WHEREAS .....(Tenderer's name) (Thereinafter referred to as "Tenderer"), a Corporation/ Company/ Firm having its registered office at ..... is required to deposit with you, by way of Earnest Money, Rs..... (Rupees In words.....) in connection with its tender for the work with reference to Notice Inviting Bid (TENDER NO. .....dated.....) as per specification and terms and conditions of Tender document.

WHEREAS the Tenderer as per "Tender Notice, BID SECURITY (Earnest Money)" has agreed to establish a Bank Guarantee in Your favour through us valid up to ..... (Date)

We ..... (Bank) hereby agree and undertake to pay you on demand the said amount of Rs..... (Rupees in word ..... ) without any protest or demur in the event the Supplier/Tenderer after submission of his tender, resiles from or withdraws his offer or modifies the terms and conditions thereof in a manner not acceptable to you or expresses his unwillingness to accept the order placed and/or letter of intent issued on the Supplier/Tenderer or fails to sign the contract within stipulated period for the work under "Notice Inviting Bid (TENDER NO. ..... dated .....).

1. Your decision as to whether the Supplier/Tenderer has resiled from or has withdrawn his offer or has modified the terms and conditions thereof in a manner not acceptable to you or has expressed his unwillingness to accept the order placed and/or Letter of Intent issued by you on the Supplier/Tenderer for the work Notice Inviting Bid (TENDER NO. ..... dated .....) in this regard, shall be final and binding on us and we shall not be entitled to question the same.

2. Notwithstanding anything contained in the foregoing, our liability under this Guarantee shall be restricted Rs..... (Rupees in words).

3. This Guarantee shall remain valid and in full force and effect up to ..... (Date) and shall expire thereafter unless an intimation is given to the Bank by you earlier in writing discharging us from our obligation under this Guarantee.

4. We shall not revoke this Guarantee during its currency except by your consent in writing.

5. This Guarantee shall not be affected by any change in the constitution of the Supplier/ Tenderer or yourselves or ourselves but shall ensure to your benefit and be enforceable against our legal successors or assignees by you or your legal successors.

6. Notwithstanding anything contained herein above unless a demand or claim under this Guarantee is made on us in writing within six months from the date of expiry of this Guarantee we shall be discharged from all liabilities under this Guarantee thereafter.

7. We have power to issue this Guarantee under our Memorandum and Articles of Association and the undersigned who is executing this Guarantee has the necessary power to do so under a duly executed Power of Attorney granted to him by the Bank.

Signed and Delivered
For and on behalf of..... Bank
(Banker's Name)

Name of Bank Manager .....
Address.....