

**Form for Bank Guarantee Bond
Guarantee Bond**

1. In consideration of the Spl Commissioner of Agriculture, Department of Agriculture, GoAP, having its office at Chuttugunta Center, Adjacent to Rythu Bazar, Guntur 522004 (hereinafter called "the Authority, Department of Agriculture)" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed to exempt M/s
.....(here in after called " the said Manufacturer(s)" from the demand, under the terms and conditions of an Tender Schedule(RFP) for
....., Tender Schedule(RFP) for Selection of Agencies for supply of Equipment for Soil Testing in Andhra Pradesh dated released by Department of Agriculture
.....(name, Place) to enable them as Manufacturer to make supplies through themselves for their products (hereinafter called("bidder") of the security deposit for the due fulfilment by the said Manufacturer (s) do hereby undertake to pay to the Authority an amount not exceeding Rs.() against a delay by the Service provider(s) in the performance of its delivery obligations./termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure./Failure of the successful bidder to comply with the requirement of submitting the Bank Guarantee shall constitute sufficient grounds for the annulment of the award or would be caused to or suffered by the Department of Agriculture by reason of any breach by the said Manufacturer(s) of any of the terms or conditions contained in the said tender schedule.

2. We.....(indicate the name of the bank) do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Authority, Department of Agriculture stating that the amount claimed is due by way of loss or damage caused to the Department or would cause to or suffered by the Department of Agriculture by reason of breach by the said Manufacturer(s) of any of the terms or conditions contained in the said tender or by reason of the Manufacturer(s) failure to perform as said in tender. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

.....)

3. We undertake to pay to the Department of Agriculture or its assigns any money so demanded notwithstanding any dispute or disputes raised by the Manufacturer(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Manufacturer(s) and its dealers shall have no claim against us for making such payment.

4. We(indicate the name of the bank) further agree that the guarantee here in contained shall remain in full force and effect during the period that would be taken for the security deposit for supplies, warranty, quality, performance of the item supplied of the said Agreement and that it shall continue to been force able till all the dues of the Department of Agriculture under or by its virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till.....,Department of Agriculture certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Manufacturer(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or beforewe shall be discharged from all liabilities under this guarantee thereafter.

5. We(indicate the name of the Bank) further agree with the Department of Agriculture that the Department shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of security, performance by the said Manufacturer(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority Department of Agriculture against the said Manufacturer(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said

Manufacturer(s) or for any forbearance act or omission on the part of the Department of Agriculture or any indulgence by the Department to the said Manufacturer(s) and its dealers or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Manufacturer(s)and its dealers. 7. We (Indicate the name of the bank) lastly under take not to revoke this guarantee during its currency except with previous consent of the Department of Agriculture, AP in writing.

8. Not with standing anything contained therein:

a. Our liability under this Bank Guarantee shall not exceed Rs.....

.....)

b. This Bank Guarantee shall be valid upto and any extension thereof; and

c. We are Liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and Only if a written claim or demand is issued to the Bank on or before the midnight ofand if extended, the date of expiry of the last extension of this guarantee.

d. you serve upon us a written claim or demand on or before(date of expiry of this Guarantee)

In witness where of the Bank, through its authorized officer has set its hand and stamp on this.....Day of, 2023 at.....

For

Designation Date:

Bank Stamp.