

Annexure – 2
Format of Bank Guarantee for Performance Security

(On non-judicial paper of appropriate value)

Bank Guarantee No. _____

[Date]

From: Bank _____

To,
National E-Governance Services Limited (NESL)
The Estate, No. 121, Dickenson Road, 5th Floor
Bengaluru – 560042

Dear sirs,

This has reference to the contract / Order No. ___ Dated ___ been placed by National e-Governance Services Limited (NESL) on M/s___ (Name & Address of vendor) for Providing(Description of work) to National e-Governance Services Limited (NESL)

The conditions of this order provide that the vendor guarantees successful and satisfactory performance of the software developed and/ or deployed, as per the requirements stipulated in this document and provide the warranty support as stipulated in the order/contract.

M/s (Name of Vendor) has accepted the said *Purchase Order* / Contract with the terms and conditions stipulated therein and have agreed to issue the Performance Security in the form of Bank Guarantee on their part, towards promises and assurance of their contractual obligations vide the said Contract/Order. M/s. ___ (name of vendor) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

We (hereinafter referred to as the “Bank”) hereby undertake to pay to NeSL on demand without any demur & without seeking any reasons whatsoever, an amount not exceeding Rs----/- (Rupees ---only) and the guarantee will remain valid for a period

Wedo hereby undertake to pay the amounts due & payable under this Bank Guarantee without any demur, merely on a demand from NeSL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Applicant.

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. -----/- (Rupees-----).

We, the said Bank, further undertake to pay to NeSL any money so demanded notwithstanding any dispute or disputes raised by the Applicant in any suit or proceeding pending before any Court or Tribunal or Board relating thereto, our liability under this Guarantee being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder, and the Applicant shall have no claim against us for making such payment.

We further agree that the Guarantee herein contained shall remain in full force and effect during the period of Empanelment for Platform for Distressed Assets by NeSL, and it shall continue to be enforceable till all the dues of the NeSL have been fully paid, and its claims satisfied or discharged, or till NeSL certifies that the obligations of the Applicant have been fully and properly carried out by the said Applicant, and accordingly discharges this Bank Guarantee.

We further agree with NeSL that it shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Empanelment or to extend time of performance by the said Applicant from time to time or to postpone for any time or from time to time any of the powers exercisable by NeSL against the said Applicant, and to forbear or enforce any of the terms and conditions relating to the said Empanelment, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Applicant or for any forbearance, act of omission on the part of NeSL or any indulgence by NeSL to the said Applicant or by any such matter or thing whatsoever which under the law relating to sureties shall, but for this provision, have effect of so relieving us.

This Guarantee shall not be discharged due to the change in the constitution of the Bank or the Applicant.

Welastly undertake not to revoke this Guarantee except with the previous consent of the NeSL in writing.

This Guarantee shall be valid up tounless extended on demand by the NeSL. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. -----/- (Rupees --- only), and unless a claim in writing is lodged with us by NeSL within* all our liabilities under this Guarantee shall stand discharged.

Dated the day of.....

For

(Indicate the name of the Bank)

Notes: Amount of bank guarantee is 10% of the total contract value.

* Claim period shall be minimum One year from the end of the validity of bank guarantee

Bank account details for NeSL:

National E-Governance Services Limited, (PAN - AAFCN2842P)
Canara Bank, Cantonment Branch.
A/c no: 0404214000030,
IFSC no: CNRB0000404.