

**The Vice President
Bank of Baroda,
Mauritius Operations
4th Floor, Territory Office
Port Louis, Mauritius**

1. M/s _____, having its Registered Office at _____ (herein after referred as 'Bidder') has inter-alia agreed to furnish a Bank Guarantee from a Scheduled Bank for Rs.2,50,000/- (MUR Two Lacs fifty thousand only) as security for compliance with the Bidder's obligation in accordance with stipulation of RFP No _____ dated _____ issued by Bank of Baroda Mauritius.
2. On request of the Bidder we _____ (hereinafter called the issuing bank) do hereby undertake to pay to you an amount not exceeding Rs.2,50,000/- (MUR Lacs fifty thousand only) against any non-compliance with conditions contained in the RFP.
3. We _____ (the issuing bank) undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from you stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by you by reasons of any breach by the said Bidder of any of the terms or conditions contained in the RFP by reason of the Bidder's failure to perform the terms thereof. Any such demand on us during the currency shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.2,50,000/- (MUR Two Lacs fifty thousand only)
4. Any notice by way of demand or otherwise hereunder may be sent by Courier, or Registered Post to our local address of the issuing Bank and if sent accordingly, it should be received and duly and acknowledged by the Bank on or before the expiry date of the guarantee.
5. We _____ (the issuing bank) further agree that the guarantee herein contained shall remain in force during the period that would be taken for the performance of the said obligation and that it shall continue to be enforceable till satisfactory compliance of the terms and conditions thereof by the Bidder or till you certify that the terms and conditions of the said RFQ have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee or till expiry date whichever is earlier.
6. This bank guarantee shall remain in operation from the date of issue and we shall not revoke this guarantee during the currency except with your previous consent in writing. You may enforce your rights pursuant to this guarantee in any court or tribunal in accordance with laws of Mauritius.
7. We _____ (the issuing bank) further agree with you, that you shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said RFP or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to any of the power exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said RFP and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance, act or omission on your part or any indulgence by you to the said Bidder.
8. The bank guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or as the case may be of the Bidder.

9. The bank guarantee shall not be affected by any change in our constitution or of the Bidder nor shall it be affected by any change in your constitution or by any amalgamation or absorption but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamating company or concern till expiry date.
10. We have the power to issue this bank guarantee in your favour and the undersigned has full power to execute this bank guarantee under the power of attorney dated ____ issued by _____.

Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed Rs.2,50,000/- (MUR Two Lacs fifty thousand only) This Bank Guarantee shall be valid up to__; and
- ii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____.
- iii) Thereafter, we shall stand discharged from all our liability under this guarantee and all your rights under this guarantee shall stand extinguished, irrespective of the fact whether the guarantee in original is returned back to us or not.

Dated this the _____ day of _____, 20

