

(To be given on Rs.500/- stamp paper)

## PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

(To be obtained from a Nationalised/Scheduled bank in India)

The Fertilizers And Chemicals Travancore Ltd.,  
Udyogamandal

WHEREAS FACT (Fertilisers and Chemicals Travancore Ltd., Udyogamandal P.O., Kerala, (hereinafter referred to as the Company) has placed an Order No .....dated ..... with M/s ..... (hereinafter called the Supplier/Contractor) for the supply/work of .....and where as it is one of the conditions of the said Order that the Supplier/Contractor shall either remit a sum of `..... (Rupees ..... only) or furnish a Bank Guarantee for `.....(Rupees.....) as security deposit for the due fulfilment of the said Order by the said Supplier/Contractor.

In consideration of the Company having agreed to accept a Bank Guarantee from us towards such security deposit in lieu of the cash deposit in accordance with the terms and conditions of the above Order, we, ..... , the Bank (hereinafter referred to the Bank) do hereby undertake to pay the Company merely on demand any sum or sums from time to time demanded by the Company up to a maximum of `..... (Rupees .....only) being the amount of the security deposit against any loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said Supplier/Contractor of any of the terms and conditions contained in the said Order.

We, the said Bank, do hereby unconditionally and irrevocably undertake to pay the amount, upon first written demand from the company, without any demur or protest. We, the bank further confirms that the company is not required to state the reasons or show grounds for such demand. Any such demand made by the Company shall be binding and conclusive as regards the amount due and payable by the Bank under this guarantee.

We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said Supplier/Contractor 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 guarantee shall be valid discharge of our liability for payment there under and the said Supplier/Contractor 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 that would be taken for the performance of the said Order and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Order have been fully paid and its claim satisfied or discharged or till the Company certifies that the terms and conditions of the said Order have been fully and properly carried out by the said Supplier/Contractor and accordingly discharges this guarantee.

We, ....., further agree with the said Company that they 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 Order or to extend time of performance by the said Supplier/Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Supplier/Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said Order or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Supplier/Contractor or any other force-bearance, act or omission on the part of the Company or any indulgence by the Company to the said Supplier/Contractor or any other matter or thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

This guarantee shall not be affected by any change in the constitution of the Bank or the Company or the said Supplier/Contractor nor shall this guarantee be affected by any change in the constitution of the Company or the said Supplier/Contractor by absorption with any other body or corporation and this guarantee shall be available to or enforceable by such body or corporation.

Our guarantee shall remain in force until..... Unless a claim or demand is made within six months after the expiry of the above date, all the Company's rights under the guarantee shall be deemed as waived/forfeited and we shall be relieved and discharged from all liabilities there under. Notwithstanding anything contained hereinbefore, our liability under this guarantee shall be limited to an amount not exceeding `..... (Rupees ..... only).

Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank addressed as aforesaid and if sent by post or submit to the Bank addressed as aforesaid or any local branch of the Bank in Ernakulam Dist / Kerala State and if sent by post, it shall be deemed to have given at the time when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and certificate signed by an officer of the Company that the envelope was so posted, shall be conclusive.

Disputes/differences, if any, relating to or arising out of this Bank Guarantee, shall be settled by courts having Jurisdiction over Udyogamandal, in Kerala State, where the registered office of the Company is situated and no other court shall have jurisdiction in the matter.

We, ....., Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated this ..... day of ..... Two Thousand.....

For (Name of Bank)

Authorised Official

Name:

Designation:

Place:

Full address of the Branch issuing this guarantee

## PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

(To be obtained from a Nationalised/scheduled bank in India)

The Fertilizers And Chemicals Travancore Ltd.,  
Udyogamandal

This deed made the ..... day of ..... Two Thousand..... by.....Bank, a Bank incorporated in ..... and having its Registered Office at ..... (hereinafter called 'The Bank' which expression shall include its successors & assigns)

AND WHEREAS The Fertilisers And Chemicals Travancore Ltd, Udyogamandal P.O., Kerala (hereinafter called 'The Company') has placed an Order with M/s.....(hereinafter called 'The Supplier/Contractor') in terms of Order No..... dated.....for the supply/work of..... at a total cost of ₹..... (Rupees.....only)

AND WHEREAS the said Company has called upon the said Supplier/Contractor to give a Bank Guarantee for ₹ ..... (Rupees..... only) equal to..... % of the above Order towards due performance of the equipment/spare parts/materials in terms and conditions contained in the said Order.

AND WHEREAS the said Company has agreed to accept a guarantee from us.

We, the said Bank do hereby undertake to pay the Company an amount not exceeding ₹..... (Rupees.....only) against any loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said Supplier/Contractor of any of the terms and conditions of the said Order.

We, ....., do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of breach by the said Supplier/Contractor of any of the terms and conditions contained in the said Order. Any such demand made on the Bank shall be final, conclusive and binding on the Bank as regards the amount due and payable by the Bank under this guarantee.

We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Supplier/Contractor in any suit or proceeding pending before any court or Tribunal relating thereto, our liabilities under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the Supplier/Contractor shall have no claim against us for making such payment.

We, ....., further agree that the guarantee herein contained shall remain in full force until performance warranty period has expired and all other conditions have been fulfilled in terms of the Order by the Supplier/Contractor and the Company discharges the guarantee accordingly.

We, ....., further agree with the said Company that they 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 Order or to extend time of performance by the said Supplier/Contractor or to postpone for any time and from time to time any of the powers exercisable by the Company against the said Supplier/Contractor and to forebear or enforce any of the terms and conditions relating to the said Order or securities available to the Company and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Supplier/Contractor or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Supplier/Contractor or any other matter or thing which under the law relating to sureties, but for this provision, have the effect of so relieving us.

This guarantee shall not be affected by any change in the constitution of the Bank or the Company or the said Supplier/Contractor nor shall this guarantee be affected by any change in the constitution of the Company or the said Supplier/Contractor by absorption with any other body or corporation and this guarantee shall be available to or enforceable by such body or corporation.

Our guarantee shall remain in force until..... Unless a claim or demand is made within six months after the expiry of the guarantee, all the Company's rights under the guarantee shall be deemed as waived/forfeited and we shall be relieved and discharged from all liabilities there under. Notwithstanding anything contained hereinbefore, our liability under this guarantee shall be limited to an amount not exceeding ₹ ..... (Rupees..... only)

Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank addressed as aforesaid and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was so posted and certificate signed by an officer of the Company that the envelope was so posted, shall be conclusive.

Disputes/differences, if any, relating to or arising out of this Bank Guarantee, shall be settled by courts having Jurisdiction over Udyogamandal, in Kerala State, where the registered office of the Company is situated and no other court shall have jurisdiction in the matter.

We, ....., Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated this ..... day of ..... Two Thousand.....

For (Name of Bank)

Authorised Official

Name:

Designation:

Place:

Full address of the Branch issuing this guarantee