

ANNEXURE - H

DRAFT FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Note: To be executed on a non-judicial paper of appropriate value.

IN CONSIDERATION of Indian Farmers Fertiliser Cooperative Limited (_____ (unit) _____(address) having its registered office at C-1 District Centre, Saket Place, Saket, New Delhi, 110 017 (hereinafter called 'the Society' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt _____ (hereinafter called 'the said Bidder(s)' which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the Terms and Conditions of RFQ No. _____ for _____ hereinafter called 'the said RFQ' of such Earnest Money for the due fulfillment by the said Bidder(s) of the Terms and Conditions contained in the said RFQ _____ for _____ on production of Bank Guarantee for ₹ _____ (Rupees _____ only).

We _____ Bank hereinafter referred to as 'the Bank' do hereby undertake to pay to the Society an amount not exceeding ₹ _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the said Society by reason of any breach by the said Tenderer(s) of any of the terms and conditions contained in the said RFQ (Tender) (the decision of the Society as to any such breach having been committed and loss suffered shall be binding on us).

WE _____ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on a demand from the Society stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by the Society by reason of any breach by the said Bidder(s) of any of the Terms and Conditions contained in the said RFQ or by reason of the said Bidder's failure to keep the RFQ open. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____ (Rupees _____ only).

WE _____ (Bank) further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the finalisation of the said RFQ and that it shall continue to be enforceable till the said RFQ is finally decided and order placed on the successful Vendor(s) and/or till all the dues of the Society under/or by virtue of the said RFQ have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Society certified that the Terms and Conditions of the said RFQ have been fully and properly carried out by the said Bidder(s) and accordingly discharges the guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____, we shall be discharged from all liability under this guarantee thereafter.

WE _____ Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Society in writing.

Dated this _____ (day) of _____ (month), _____ (year) at _____ (place)

CORPORATE SEAL FOR BANK

Note: The period herein shall be the period for which this Guarantee is required plus 6 (six) months for the purpose of claim
