

ANNEXURE – L

**PROFORMA OF BANK GUARANTEE FOR
CONTRACT PERFORMANCE**

(This guarantee should be executed on non-judicial stamp 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 referred to as the 'owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded Contract to M/s. _____ with its Registered / Head Office at _____ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Order / Letter of Intent No. _____ dated _____ and the same having been unequivocally accepted by the Contractor, resulting in a contract _____ (scope of contract) _____ and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ₹ _____ (%) _____ per cent) of the said value of the Contract to the Owner.

We _____ (name and address) Bank having its Head Office at _____ (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor to the extent of ₹ _____ as aforesaid at anytime upto _____ (days/ month/ year) without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharge this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of

omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation on to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to ₹ _____ and it shall remain in force upto till _____. Unless a demand or claim under this performance bond is filed against us within six months from the expiry date of this Guarantee, i.e. on or before _____ all the rights under this performance bond shall be forfeited and we shall be relieved and discharged from all liability thereunder.

IN WITNESS, the Principal and surety have executed this performance bond and have affixed their seals on the date set forth.

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
