

**A. MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD
GUARANTEE BOND PRESCRIBED BY THE GOVERNMENT OF KERALA**

(To be used by Nationalised and Scheduled Commercial Banks)

Whereas (hereinafter called the
"tenderer") has submitted their offer dated for the supply of
..... (hereinafter called the "tender") against the purchaser's
tender enquiry No..... KNOW ALL MEN by these presents that
WE of having our registered office at
are bound unto (hereinafter called the "Purchaser") in the sum
of for which payment will and truly to be
made to the said Purchaser, the Bank binds itself, its successors and assigns by these
presents. Sealed with the Common Seal of the said Bank this day of
..... 20.....

The conditions of this obligation are :

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser upto the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the Officer

.....
Seal, name & address of the Bank and address of the Branch

**B. MODEL BANK GUARANTEE FORMAT FOR FURNISHING
PERFORMANCE SECURITY DEPOSIT
GUARANTEE BOND PRESCRIBED BY THE GOVERNMENT OF KERALA**

(To be used by Nationalised and Scheduled Commercial Banks)

In consideration of the Governor of Kerala (hereinafter called the "Government") having agree to exempt (H.E. name and address) [Hereinafter called "the said Contractor(s)"] from the demand, under the terms and conditions of an agreement dated..... made between and for (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for `..... [Rupees.....(in words)only]. We Bank Limited (hereinafter referred to as "the Bank" do hereby undertake to pay to the Government an amount not exceeding `..... (Rupees in words) against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement

2. We Bank Limited do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor's failure to perform the said Agreement. 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 `.....(Rupees in words).....

3. We Bank Limited 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 agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged of till(Office/Department) certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us within one year from the period fixed or extended (if the agreement/supply order specifically provide for such extension of time) for the due performance of the contract by the contractor we shall be discharged from all liability under this guarantee thereafter.

4. We..... Bank Limited further agree with the Government that the Government 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 Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. To give effect to this guarantee it shall be competent for the Government to act as though the Bank, were the principal debtor.

6. It is hereby expressly agreed and declared that this guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or other guarantees or guarantee heretofore given by the Bank to the Government and now existing uncanceled and that this guarantee is not intended to and

shall not revoke or limit such other guarantee or guarantees.

7. We.....Bank Limited lastly undertake not to revoke this
guarantee during its currency except with the previous consent of Government in writing

Dated..... day of one

thousand.....for Bank Limited