BANK GUARANTEE

# To

M/s. Haldia Petrochemicals Ltd.

Tower 1

Bengal Eco Intelligent Park (Techna)

Block EM, Plot No 3

Sector V, Salt Lake

Kolkata 700091

SFMS Advised through

**STATE BANK OF INDIA,**

**CAG BRANCH, 34, JL NEHRU ROAD,**

**KOLKATA – 700 071**

**IFSC: SBIN0009998**

WHEREAS Haldia Petrochemicals Limited, having its registered office at Tower 1, Bengal Eco Intelligent Park (Techna), Block EM, Plot No 3, Sector V, Salt Lake, Kolkata 700091, hereinafter referred to as the ‘COMPANY’ (which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the One Part have entered into a contract for Transportation dated \_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Agreement”) with M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name and address), hereinafter referred to as the “TRANSPORTER” (which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the Other Part, for appointing the latter as a vendor for transportation of goods under terms and conditions mentioned therein.

AND WHEREAS the conditions of the Agreement mandate that the TRANSPORTER shall deposit and keep deposited with the COMPANY certain amount as security for the due performance of the terms and conditions set forth in the agreement on their part.

AND WHEREAS the TRANSPORTER has requested the COMPANY to accept the Bank Guarantee in pursuant to the security required to be furnished under the Agreement.

AND WHEREAS the COMPANY at the request of the TRANSPORTER has agreed to accept a Bank Guarantee for Rs. \_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) as security for the due performance of and compliance of the terms and conditions set forth in the Agreement

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank (Name) having its Registerd Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address) and amongst other places, a branch at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address), hereinafter referred to as the “BANK” (which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and assigns) having agreed to issue the Guarantee at the request and on behalf of the TRANSPORTER in favour of the COMPANY for an amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) hereby irrevocably undertake that in the event of failure on the part of TRANSPORTER for the due performance of and compliance to the terms and conditions of the said AGREEMENT, we shall pay the COMPANY an amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) forthwith on receipt of a claim from the COMPANY in writing or through SFMS by the Bank Guarantee Advising Bank, on first demand without demur and contestation, and notwithstanding any dispute(s) raised by the TRANSPORTER in any sort of proceedings including before any Court or Tribunal. All sums payable under this Guarantee shall be due and payable to the COMPANY at Kolkata immediately on a demand being made on the BANK and such demand shall be conclusive as regards the amount due and payable to the COMPANY.

This Guarantee shall not be affected in any way by any modifications to the AGREEMENT, or by any arrangement made between the TRANSPORTER and the COMPANY with or without the consent of the BANK. This Guarantee is irrevocable and shall not be cancelled or revoked without the prior written consent of the COMPANY during the currency of the Guarantee. This Guarantee shall not be affected by any change in the constitution of the BANK, the COMPANY and the TRANSPORTER.

This Guarantee shall be valid upto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (period) and the claim there under should be presented to the Bank within 6 months thereafter i.e. on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

We also agree that this guarantee which is to be considered as a continuing guarantee is not determinable on any payment or payments, shall continue to remain in force in spite of any change in the constitution of COMPANY / TRANSPORTER and in spite of the COMPANY granting to the TRANSPORTER any further time for payment or any other such indulgence and shall not determine under any circumstances whatsoever till the entire claims of COMPANY under the said Agreements are paid.

PROVIDED ALWAYS THAT in the event of any adjudication order, whether voluntary or compulsory being made against the TRANSPORTER, his/their entering or attempting to enter into a Scheme of Composition with other creditors or any Attachment effected or Changing Order made or Receiver being appointed over his business, even then, the Guarantee hereunder given shall not stand revoked.

It is clarified that in case any claim is received for part amount of the Guarantee, the bank shall not be discharged from its liability, in respect of the balance amount of the Guarantee.

Notwithstanding anything contained hereinabove:

1. Our liability under this aGuarantee shall be limited to Rs. \_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_ only)
2. The Bank Guarantee shall remain valid upto 6 months from the said expiry date i.e. on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, thereafter we shall be relieved and discharged from all liabilities hereunder.
3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee upon receiving a written claim or demand through Registerd / Speed post / Courier / Fax or through SFMS by the Bank Guarantee Advising Bank, to be received by us on or before \_\_\_\_\_\_\_\_(Inclusive of Claim Period) at ………(Bank Name), …….. (Branch address)

Kolkata \*\*, Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2018.

For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Bank)

\*\* Location of the Bank