

(On non-judicial stamp paper of appropriate value)
PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

To
OIC(RSD) & Manager (Com.)
CIWTC Ltd.
Rivers Services Division,
TT Sheds,
43, Garden Reach Road,
KOLKATA – 700 043.

BG No. :
Date :

Dear Sir,

In accordance with your e-auction for bare boat charter hire of 54 vessels on “as-is-where-is” basis, under your e-auction no..... dated M/s. (Name & full address of the firm) (hereinafter called the Charterer) hereby submit the Bank Guarantee:

Whereas to participate in the said tender for the following vessels:

1. (Name of the vessels to be taken under BBC as per e-auction catalog)
- 2)
3.
4.

It is a condition in the tender documents for e-auction that the charterer has to deposit Earnest Money as indicated in the e-auction catalogue for respective vessels amounting to Rs..... (in words) only in respect to the vessel(s) that the bidder(s) desire(s) to bid, with M/s. CIWTC Ltd. TT Sheds, 43 Garden Reach Road, Kolkata 700 043 (hereinafter referred to as “Corporation”) by a Bank Guarantee from a Nationalised Bank/ Scheduled Bank/Foreign Bank irrevocable and operative till the validity of the offer (i.e. 45 days from the completion of the e-auction /tender) for the like amount which amount is likely to be forfeited in the event of non-acceptance of the vessel(s) which the charterer had found to be highest in the e-auction bidding process as mentioned in the tender documents.

And whereas the tenderer/bidder desires to secure exemption from deposit of Earnest Money and has offered to furnish a Bank Guarantee for a sum of Rs..... (Rupees..... only to the Corporation as Earnest Money.

Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the Corporation of the said guaranteed amount without any demur, reservation or recourse.

We, the aforesaid bank, further agree that the Corporation shall be the sole judge of and as to whether the tenderer has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof to the extent of the Earnest Money required to be deposited by the Tenderer/Bidder in respect of the said Tender Document and the decision of the Corporation that the Tenderer has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation shall be final and binding on us.

We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Corporation and it is further declared that it shall not be necessary for the Corporation to proceed against the Tenderer before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the Corporation may have obtained or shall be obtained from the Tenderer at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

The right of the Corporation to recover the above amount of Rs..... (Rupees) only from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Tenderer/Bidder) and/ or dispute or disputes are pending before any authority, officer, tribunal, arbitrator(s) etc.

Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs..... (Rupees) only and our guarantee shall remain in force upto 60 days from the end of e-auction i.e. 05.02. 2010 and unless a demand or claim under the guarantee is made on us in writing within three months after the aforesaid date i.e. on or before 04.05.2010 all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

Date
Place

(Signature)
(Printed Name)
(Designation)
(Bank's common seal)

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

- (1)
- (2)

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfill the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
 2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
 3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
 4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only. BGs issued by Rural Bank and Cooperative Bank is not acceptable.
 5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
 6. The contents of Bank Guarantee shall be strictly as per Proforma prescribed by CIWTC Ltd.
1. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
 2. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
