

PERFORMANCE BANK GUARANTEE

TO

COCHIN SHIPYARD LTD
(GOVT. OF INDIA ENTERPRISE,)
PO BAG No. 1653, PERUMANOOR PO, COCHIN 682 015.

WHEREAS (Name & Address of Supplier) (hereinafter called "**the Supplier**") has undertaken, in pursuance of Contract..... No..... Dated: to execute

..... (Name of Contract and brief description of works) (hereinafter called "**the Contract**").

AND WHEREAS it has been stipulated by **COCHIN SHIPYARD LTD** (The Buyer - hereinafter called "**CSL**") in the said contract that the Supplier shall furnish **CSL** with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee.

NOW THEREFORE we (Name of the Bank) having its Head Office at (Address of Head Office) and acting through its branch office at (Address of the executing branch) (hereinafter called "the Bank") hereby affirm that we are the Guarantor and responsible to **CSL**, on behalf of the Supplier up to a total of (amount of Guarantee)(in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable and we undertake to pay **CSL** upon your first written demand and without cavil or argument, any sum or sums within the limits of (**amount** of guarantee) as aforesaid without **CSL** needing to prove or to show grounds or reasons for **CSL's** demand for the sum specified therein.

We, the Bank, hereby waive the necessity of **CSL** demanding the said debt from the Supplier before presenting us with the demand.

We, the Bank, further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between **CSL** and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Warranty period.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees..... only).

2. This Bank Guarantee shall be valid up to (date) and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if **CSL** serve upon us a written claim or demand on or before(date).

Yours truly,

Signature and seal of the guarantor:.....

Name of Bank:.....

Address:

Date:.....