

**BANK GUARANTEE FORMAT**  
**(TO BE PRINTED ON A RS 100/- STAMP PAPER)**

To,  
The President of India,  
Department of Biotechnology,  
Ministry of Science and Technology,  
Government of India,  
7<sup>th</sup> Floor, Block 2, CGO Complex,  
Lodhi Road, New Delhi – 110003

THIS DEED OF GUARANTEE is made on this \_\_\_\_\_day of \_\_\_\_, 20\_\_ by .....and/or governed by the Banking Co. Regulation Act and having its Head Office at ..... (hereinafter called the "Bank" which expression shall wherever the context so admit, include its executors, administrators and successors) in favour of Department of Biotechnology, Ministry of Science and Technology, Government of India, having its office at 7<sup>th</sup> Floor, Block 2, CGO Complex, Lodhi Road, New Delhi – 110003 (hereinafter referred to as "DBT" which expression shall include its executors, successors and permitted assigns).

\_\_\_\_\_, is a company incorporated under the Companies Act, 1956 having its registered office at \_\_\_\_\_, hereinafter called "the \_\_\_\_\_" (which expression shall wherever the context so admits include its successors in interest, liquidators, administrators and permitted assignees)

WHEREAS DBT operates a scheme entitled Biotechnology Industry Partnership Programme (hereinafter called BIPP) having partnership with industries for public support on a cost sharing basis for path-breaking research and development of appropriate technologies in the field of biotechnology;

AND WHEREAS the \_\_\_\_\_ has conceived a project related to \_\_\_\_\_" and submitted a proposal with amendments (hereinafter called "the Project") under BIPP for loan and grants-in-aid assistance on the terms and conditions mentioned in the Agreement executed by them.

AND WHEREAS the \_\_\_\_\_ is required to furnish a Bank Guarantee for a sum of Rs.++++++/- (Rupees ++++++ only) as security for fulfilling its commitments to DBT as stipulated in the Agreement,.

AND WHEREAS THE BANK has agreed to stand as surety on behalf of the \_\_\_\_\_and execute this guarantee for the satisfactory fulfillment of the obligation under the Agreement by \_\_\_\_\_.

NOW THEREFORE, THE DEED OF GUARANTEE WITNESSETH AS FOLLOWS:

1) IN CONSIDERATION OF WHAT IS STATED HEREINABOVE THE BANK hereby guarantees that the \_\_\_\_\_ will duly comply with all his/ their obligations under the said terms & conditions thereof., WE THE BANK UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE, WITHOUT ANY DEMUR, MERELY ON DEMAND SUCH AMOUNT/AMOUNTS as the Bank may be called upon by DBT to pay, but not exceeding in the aggregate, the said sum of Rs.++++++ (Rupees ++++++ only).

2) The Bank further undertakes that this guarantee shall be kept valid and binding on the Bank from the time this guarantee is given until fulfillment of all its commitments as provided in and as per the terms and conditions of the said Agreement and the liability of the Bank hereunder shall not be impaired and/or discharged by any extension of time or variations or alterations made, given, considered or agreed with or without the Bank's knowledge or consent by or between the parties involved and it will remain valid till all the terms & conditions are duly satisfied.

3) We, the Bank, also agree that we shall not during the currency of this guarantee herein given or during the period of its extension, if any, revoke the same even by giving notice to DBT.

4) It is not obligatory on the part of DBT to establish non-fulfillment of the contractual obligations by the \_\_\_\_\_ as stipulated in the terms & conditions under the terms of this guarantee, we the Bank will, on simple demand from DBT, pay to this DBT, the said amount of Rs.++++++ (Rupees ++++++ only) as indicated in clause (1) above without demur and without requiring DBT to invoke any legal remedy that may be available to them to compel us the Bank to pay the same even if the \_\_\_\_\_ considers such demand of DBT as unjustified.

5) Notwithstanding anything to the contrary, DBT's decision as to whether the \_\_\_\_\_ had made any default or defaults or committed a breach of Agreement and the amount to which DBT is entitled by reasons thereof, will be binding on us and we shall not be entitled to ask DBT to establish its claims under this guarantee but, we Bank, shall pay the sum forthwith without any objection or query.

6) The decision of DBT that any sum has become payable shall be final and binding on the Bank.

7) This guarantee shall be in addition to any other security or guarantees whatsoever that DBT may now or at any time in any way have or shall arrange in relation to the \_\_\_\_\_'s obligations/liabilities under and/or in connection with

the said Agreement and DBT shall have full authority and liberty to take recourse to or to enforce this guarantee in preference to those other security or securities or assurances, at its sole discretion.

8) The guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change in the constitution of or insolvency of the \_\_\_\_\_ but shall in all respects and for all purposes be binding and operative until payment of all sum or amounts payable to DBT in terms hereof, are made.

9) The amount stated in any notice of demand addressed by DBT to the Bank as liable to be paid to DBT by the \_\_\_\_\_ or as suffered or incurred by DBT on account of losses or damages or costs, charges, or expenses shall, as between the Bank and DBT, as the case may be, be conclusive and payable by the Bank to DBT.

WE THE BANK 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 terms & conditions AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL ALL THE DUES OF DBT UNDER OR BY VIRTUE OF THE SAID terms & conditions HAVE BEEN FULLY PAID AND ITS CLAIM SATISFIED/DISCHARGED OR TILL DBT CERTIFES THAT THE TERMS AND CONDITIONS HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE \_\_\_\_\_

10) All the claims under this guarantee must be presented to the Bank.

11) Notwithstanding anything contained hereinbefore, our liability under this guarantee is restricted to Rs.+++++++ (Rupees ++++++ only). The guarantee is valid up to ..... UNLESS a claim or demand made IN WRITING IS PRESENTED TO US WITHIN THREE MONTHS OF THE SAID EXPIRY PERIOD OF THIS GURANTEE ALL YOUR RIGHTS UNDER THIS GURANTEE SHALL BE FORFEITED AND WE SHALL BE RELEASED AND DISCHARGED FROM ALL LIABILITIES THEREUNDER.

12) IN WITNESS WHEREOF the Bank has executed this Deed of Guarantee on ..... day of .... and the year hereinbefore mentioned, in the presence of :

Witness:

- 1.
- 2.