## **APPLICATION FOR BANK GUARANTEE**



To: <b>Nations Trust Bank PLC</b> 46/58, Nawam Mawatha, Colombo 02, Sri Lanka.		FOR BANK USE ONLY		
		Date Recd	Time	Recd By
Dear Sirs,	Bank Guarantee No:			
Please be good enough to issue me/us, a Guarantee/ Bond as		Commission	VAT .	
per the following details.		Marginal Deposit		
TYPE OF GUARANTEE/BOND: (	()	Approved by		
TE DEDECORMANCE DOND STAT	E THE FULL CONTRACTED VALUE &% : (			
IF PERFORMANCE BOND STATE	E THE FOLL CONTRACTED VALUE &% : (			
TYPE OF BUSINESS: INDIV	/IDUAL JOINT INDIVIDUALS	PROPRIETORSHI	P PAR	RTNERSHIP
	LIMITED LIABILITY CO			
BENEFICIARY	:			
ADDRESS	:		•••••	
			••••••	
AMOUNT	:			
PURPOSE OF GUARANTEE	:		•••••	
CONTRACT NO. (IF ANY)	:			
SPECIAL INSTRUCTIONS	:			
VALIDITY PERIOD	:			
	INCLUDING BUT NOT LIMITED TO A COMMISSI TO TIME AND /OR THE MARGIN TO MY/OUR ACC			
TERMS OF ISSUING THE GUA CURRENCY BEING THE CURRE ANY AMOUNT PAID BY THE BA	LAIMED BY THE BENEFICIARY UNDER THE GUA ARANTEE THAT THE NECESSARY FUNDS WILL I ENCY OF THE GUARANTEE, TO PAY THE CLAIM. I NK ON MY/OUR BEHALF FROM THE DATE OF SU EMPORARY EXCESSES WHICH SHALL BE DECID	BE PROVIDED BY ME/UI/WE FURTHER AGREE COMPAYMENT TO THE D	JS IMMEDIATELY THAT INTEREST W ATE OF SETTLEME	IN THE APPLICABL ILL BE CHARGED OI ENT BY ME/US AT TH
I/WE FURTHER AGREE THAT I/FROM TIME TO TIME.	WE SHALL EXECUTE OR CAUSE TO BE EXECUTE	ED ANY FURTHER DOCU	JMENT / S AS THE	BANK MAY REQUIR
BENEFICIARY. IF THE BENEFIC	ATION OF THE GUARANTEE/BOND IS REQUIRED CIARY DOES NOT PROVIDE A LETTER OF CANCEL PIRY DATE, UNLESS OTHERWISE DETERMINED B	LLATION, I/WE CONFIR	M THAT THIS GUA	RANTEE/ BOND WIL
Thanking you.				
Yours faithfully,	0	RIGINAL GUARANTEE (	COLLECTED BY:	
AUTHORISED SIGNATURE(S	5)			
DATE:		IGNATURE		
ADDLICANTES FULL MARKE	_	ATE:		
APPLICANT(S) FULL NAME A	AIND ADDRESS			
NAME :				
ADDRESS :				

## **TERMS AND CONDITIONS**

	hereby request and authorize you Nations Trus				
	oehalf of				
tern	ns of the duplicate guarantee or Bond dated.	bearing 1	Noand in		
con	sideration of the Bank doing so, I/We jointly and	/ or severally hereby undertake and	agree:-		
a)	To hold the Bank harmless and indemnified from and against all actions, proceedings, losses, exchange losses damages, interest, costs, claims, charges and/or expenses and all sums paid by the Bank under or purporting to be under the said Guarantee or Bond and/or any amendments or extensions thereof (hereinafter collectively referred to as the said "Guarantee/Bond") and any detriment of whatsoever kind or nature consequent on or attributable to the Bank having so issued the said Guarantee/Bond as aforesaid or otherwise in the premises howsoever;				
b)	money under the said Guarantee or Bond, shall Bank shall not under any circumstances be coin fact or in law due under the said Guarantee/shall be finally binding as between me/us and amount of all and every such payment(s) as request or demand or payment(s) were valid of the said Guarantee/Bond and I/We shall not rule of law or equity to the contrary notwiths:	Il be sufficient authority to the Bank oncerned to inquire whether the ame Bond or otherwise and the decision the Bank shall be entitled to be paid aforesaid without the Bank being o r lawful or were consequent on or at be entitled to question on any grou tanding; I/we shall on demand provi	e Bank from time to time for payment of any sum or sums of cient authority to the Bank for making such payment(s) and the to inquire whether the amount of any such payment(s) is or are otherwise and the decision of the Bank to make such payment(s) shall be entitled to be paid by and recover from me/us, the full without the Bank being obliged to prove that the purported r were consequent on or attributable to the Bank having issued ed to question on any ground whatsoever such payment(s), any /we shall on demand provide funds to meet all such payments y me/us to the Bank hereunder shall be payable on demand at		
c)	Bank, even to the extent of creating any new or with the amounts of any payments) that the E respect of the said Guarantee/Bond regardless for payment of monies or withdrawals applicat	the Bank from time to time to debit my/our accounts) at any branch of the w or increasing any existing overdraft or liability on any of my/our account(s), he Bank may from time to time make under or purporting to be under or in less of the fact that as a result or consequence thereof any cheques or orders lications drawn or made by or on behalf of me/us maybe returned or dishonwant of sufficient funds; the Bank shall not however be obliged to create or my/our accounts);			
d)	consent and authorize the Bank to combine hereunder to the Bank and set off or transfer or towards the satisfaction of any of my/our lia thereof, cheques or orders for payment of mor	or consolidate all or any of my/our any sum(s) standing to the credit of abilities to the Bank regardless of the ney drawn by me/us upon the Bank v	the Bank as bankers may be entitled to by law, I /We hereby late all or any of my/our accounts) with all my/our liabilities standing to the credit of any one or more of such accounts) in the Bank regardless of the fact that as a result or consequence by me/us upon the Bank whether on or before or after the date by be returned or dishonored by the Bank for want of sufficient		
e)	That I/We will indemnify the Bank against any action as may be taken by the Bank under clau		the Bank consequent on such		
f)	That any notice, demand claim and/ or summons hereunder that the Bank may desire to serve on me/us shall be deemed to have been duly given, if given in writing, by post to my / our address last known to the Bank;				
g)	That the terms and conditions contained herein shall be governed and construed in accordance with the laws of Sri Lanka;				
h)	I/We confirm that a copy of these terms and conditions were given and explained to me/us before the signing here and I/We have read and understood the same and agree and consent to be bound thereby.				
i)	Where the guarantee or bond issued hereunder and/or reimburse the Bank in such applicable on such guarantee or bond to the beneficiary.				
desc or o ever ed, l	arantee/Bond" referred to above shall include cription and every form of undertaking to pay m therwise howsoever, in default of the supply of g to or in favor of or for the benefit of any person of ocal authority or the Government of Sri Lanka eers of any such Government, in respect of any o	noney at any time whether presently goods and /or performance of servic company, firm, corporation, body of p or of any other state or country or a	, contingently or by way of indemnity es or any other act or things whatso- persons incorporate or unincorporat- any of the departments or offices or		
 (Aut	horized Signatory)	(Authorized Signatory)	 Date		