

# APPLICATION FOR Letter of Guarantee



I/We hereby request and authorize you to issue on my/ our behalf, and at my/ our entire responsibility a Letter of Guarantee with the following details:

Application Date: .....

Requested Branch:.....

### TYPE OF LETTER OF GUARANTEE:

Please tick as applicable:

1. Bid Bond	<input type="checkbox"/>	Performance Bond	<input type="checkbox"/>
2. Advance payment guarantees	<input type="checkbox"/>	Immigration Bond	<input type="checkbox"/>
3. Customs Bond	<input type="checkbox"/>	Bank Guarantee	<input type="checkbox"/>
4. Other (please specify) .....			

### APPLICANT DETAILS

Applicant's Name:	
Branch Name	
Account Number:	
Applicant's Address	
Tel/Mobile Number	
E-mail:	

### BENEFICIARY DETAILS

Beneficiary Name	
Beneficiary's Address	

### GUARANTEE DETAILS

Tender Reference Number	
Purpose of Guarantee	
Currency	
Guarantee Amount in figures	
Guarantee Amount in words	
Valid for (in Days):	
Effective Date:	

Please ensure to attach the following documents:

1. Format of the guarantee
2. Award/Notification Letter where applicable.
3. Bidding/Tender documents



## TERMS AND CONDITIONS

In these terms and conditions. 'You' and "Your" means Premier Bank Kenya Limited (which expression shall where the context so admits include its successors and assigns) and "I" "we" "me" "us" and "our" means the Applicant as identified overleaf (including without limitation any person authorized by the Applicant to give instructions on the Applicant's account). In consideration of you or your correspondents undertaking to the Beneficiary either directly or indirectly to issue for our account and risk the Bond/ Guarantee / Indemnity as specified overleaf, I/we hereby unconditionally and irrevocably agree to the following terms & conditions:

1. If you or your correspondents issue a bond, guarantee or indemnity pursuant to the request overleaf, I/We (jointly and severally) hereby agree to indemnify you against any and all payments, demands, liabilities, losses, costs and expenses of all kinds which you may suffer or incur or pay under or arising directly out of or in connection with the Obligation. For the purpose of these terms and conditions, "Obligations" means any bond, guarantee or indemnity requested and includes any form of counter indemnity given by you or your correspondents for issuing the bond, guarantee or indemnity. I/We hereby undertake to pay the amount of these liabilities to you on demand without any set-off, deduction and (unless otherwise agreed with you in writing) in the same currency as the obligation.
2. I/We hereby authorize you to pay and comply with any demand which in your sole and absolute opinion appears on its face to be in accordance with the Obligation without any further investigation or reference to me/us. Every payment you make will be binding on me/us and will be conclusive evidence that the demand on you was effective and that it was made with proper authority and that any documents required to be presented with the demand were genuine and in accordance with the terms of the Obligation.
3. I/we hereby authorize you without further notice to debit the account shown overleaf (or any other account which I/we may have with you) with any amount paid by you. Where the amount paid by you under this indemnity is expressed in a currency different from the currency of my/our account with you, you may convert the currency of the amount claimed to the currency of my/our account at your spot rate for such currency on relevant day. Where no account exists, you may open an account in my/our name and debit such account with any such amount. Any debit balance on such account and any other amounts so paid when due will bear a penalty fee of 10% per annum.
4. This indemnity cannot be cancelled or revoked by me/us and applies to any extension of time or renewal or other variation of the obligation irrespective of whether or not agreed by me/us.
5. The indemnity contained herein shall be a continuing indemnity and shall extend to the ultimate balance of all amounts expressed to be payable hereunder (including amounts in variance to the amount mentioned hereinabove) and shall continue in force including after the obligation has been renewed and/or altered (provided such alteration is with the Bank's consent) and until the original bond, guarantee or indemnity has been returned to you for cancellation or when you have issued a written notice of its cancellations.
6. I/We authorize you to issue a counterindemnity or counter guarantee in such form and substance as you may deem appropriate to any correspondent bank to enable them to issue the guarantee to the beneficiary. I/We agree to abide by the conditions related to such counter guarantee and/or counterindemnity issued by any of your correspondent banks.
7. I/We hereby authorize you to refer to any third party for verification and/or authentication and seek advice with respect to any instructions submitted to you.
8. Until the said bond/guarantee is returned and cancelled, Premier Bank Kenya Limited is irrevocably authorized to make any payments and comply with demands which may be claimed from or made upon Premier Bank Kenya Limited under the said bond/guarantee without any reference to or further authority from the applicant. It is agreed that any payment which Premier Bank Kenya Limited shall make in accordance or purporting to be in accordance with the bond/guarantee shall be binding upon the applicant and shall be accepted as conclusive evidence that Premier Bank Kenya Limited was liable to make such payment or comply with such demand.

9. It is further agreed that Premier Bank Kenya Limited shall stand indemnified on all claims against Premier Bank Kenya Limited under or in consequence of the bond/guarantee and Premier Bank Kenya Limited is authorized to debit to the applicant account or deduct from cash collateral pledged for the bond/guarantee all such payments, losses, costs, and expenses.
10. I/We agree to pay the commission for issuing the Guarantee in accordance with your approved schedule which I/We have reviewed. When renewing the Guarantee, I/We undertake to pay the renewal commission.
11. I/We acknowledge that the bank complies with local and international sanction laws and regulations issued from time to time and, in furtherance of those laws and regulations; it has adopted or may adopt policies which, unequivocally, I/We undertake to comply with. I/We agree to apply know-your-customer (KYC) measures on our client's sufficient to verify customer identity, including screening against sanction lists. I/We agree that the Bank shall be under no obligation to make any payment, carry out any transaction in relation to, or otherwise implement or perform any of its obligations under this Guarantee, if in the opinion of the Bank to do so is illegal or there is any involvement by any person (natural, corporate or governmental) listed in any sanctions lists, or there is any involvement by or nexus with any sanctioned country.
12. I/We also understand and agree that this Guarantee except so far as otherwise expressly stated is to be opened in accordance and shall be subject to Uniforms Rules for Demand Guarantee (URDG). ICC Publication No.458
13. These terms and conditions shall be governed by and construed in accordance with the laws of Kenya, and I/We hereby submit to the non-exclusive jurisdiction of the courts of Kenya, provided that such submission shall not prejudice your right to take proceedings against me/us in any other jurisdiction. I/We understand that Premier Bank Kenya Limited (the "Bank") can decline the request without assigning any reason and that the request form will not be returned to me/us. I/We request the Bank to issue on my/our behalf and for my/our account the Bond/Guarantee in accordance with the terms and condition herein and the terms stated overleaf.
14. By signing this request, I/We hereby confirm that I am/we are duly authorized to execute the request and have read, understood, and agreed to the terms and conditions contained herein and overleaf this request.

Applicant's Name..... Applicant's Name .....

Authorized Signature ..... Authorized Signature.....

**For Bank Official Use:**

**FOR BRANCH:**

Received by	Date and time	Signature
Checked by	Date and time	Signature

**FOR FINANCING DEPT:**

Received by	Date and time	Signature
Checked by	Date and time	Signature



**Security Details:**

Please tick as applicable:

1. Unsecured

2. Cash covered

3. Asset Backed

**Particulars of the Fixed Deposit receipts held as security:**

FMA Number	FMA Deposit Holder name	Amount of FMA

**Details of collateral:**

Details	Value of Security

**Outstanding Facilities/guarantees:**

Facility type	Outstanding amount

**FOR LEGAL DEPT: (security related)**

Collateral Security confirmed by	Date and time	Signature

**FOR TRADE FINANCE:**

Prepared by	Date and time	Signature
Checked by	Date and time	Signature
Input in iMAL by	Date and time	Signature
Approved by	Date and time	Signature