

PROFORMA OF BANK GUARANTEE FOR INDIGENOUS PURCHASE
(PERFORMANCE)

This deed of Guarantee made thisday of by(Name of the bank) Company registered under and having its registered office at and wherever the context so requires includes its successors and assigns (hereinafter called "The Surety") for the favour of M/s Numaligarh Refinery Limited, a company under Public Sector, registered under Indian Companies Act of 1956 having its registered office at Lotus Tower, G.S. Road, Guwahati-781005 wherever the context so requires includes its successors and assigns (hereinafter called as "The Company").

WHEREAS

1. The Company has placed an Order No. Dated (hereinafter referred to as "the order") with M/s a company registered under Indian Companies Act 1956 having its registered office at and whereas the context so requires includes its successors and assigns (hereinafter called or referred to as "the Supplier").
2. Under the terms of the order, the Supplier is required to furnish the Company at his own cost a Bank Guarantee for an amount of Rs., being the amount equivalent to percentage of the total value of the order for fulfilling the contract.
3. The Surety at the request of the Suppliers, agreed to issue Bank Guarantee in terms of the said order on behalf of the Supplier and the Company has agreed to accept the same. It is hereby stipulated and agreed that the Supplier shall repair or replace free of cost Equipment, Machinery, its parts and components found defective on account of workmanship or defective material or inferior manufacturer, as mentioned in Warranty and Guarantee Clause of the Order for period of from the date of commissioning/installation OR from the date of delivery.
4. The Surety binds himself to pay to the extent of Rs. in case of failure on the parts of the Supplier to perform this Guarantee provided the Company informs the Surety in writing to this effect.
5. Notwithstanding anything contained hereinafter the liability of the Surety in respect of this Guarantee is restricted to Rs. (Rupees only) and it will remain in force till This Guarantee will remain in force upto in the first instance. However, if the contract for which this Guarantee is given is not completed or fully performed, the Surety (Bank) hereby agrees to further extend the Guarantee till such time as is required to fulfil the contract.
6. The Surety shall not be discharged or released from this Guarantee by any arrangement between the Company and the Supplier with or without the consent of the Surety or by any alteration in the obligation of the parties or by any indulgence, forbearance, whether as to payment, time performance or otherwise.

In witness whereof the said Surety Subscribed and set its name and seal hereupto the day.
