

BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY

1) BG shall be as per the prescribed format provided below.

2) The bank guarantee shall be valid for at least 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee / defect liability period (if any).

3) Acceptable forms of Bank Guarantee: -

(a) Bank Guarantee should preferably be issued in electronic form. For issuance of Electronic Bank Guarantee (e-BG) through National E-Governance Service Limited (NeSL) platform, details of NRL (beneficiary) are as under:-

(i)	PAN	AAACN6984B
(ii)	Name	Numaligarh Refinery Limited
(iii)	Date of Incorporation	22.04.1993
(iv)	E-mail ID	ketool.a.tadvi@nrl.co.in
(v)	Contact No.	9974952135
(vi)	Legal Constitution	Entity
(vii)	Registered Office address	122A, G. S. ROAD CHRISTIANBASTI, GUWAHATI, Assam, India, 781005
(viii)	Registered Office Pin code	781005
(ix)	Communication address	Numaligarh Refinery Limited, PO-Numaligarh Refinery Project, Dist. Golaghat, Assam, 785699
(x)	Communication address Pin code	785699

(b) Other acceptable form of BG would be BG routed through SFMS platform. Relevant information are as follows:

(i) Beneficiary bank details:

Axis Bank

Chhibber House, Ground Floor, G.S Road, Guwahati -781005

IFSC: UTIB0000140

(ii) Advising message to be sent to beneficiary bank:

IFN 760 / IFN 760 COV for issuance of bank guarantee

IFN 767 / IFN 767 COV for amendment of bank guarantee

Field number as "7037" and Particulars (to be mentioned in Row 1) as "NRL140025551" should be correctly captured in the above messages.

The supplier shall submit to NRL the copy of SFMS message as sent by the issuing bank along with the original bank guarantee. Issuing bank mail ID should be invariably mentioned on the face of the bank guarantee.

(c) If BG is neither issued in electronic form (e-BG) nor routed through SFMS route, the Bank guarantee submitted by the tenderers needs to be immediately verified from the issuing bank before acceptance. For acceptance of such BGs, the BG or its covering letter should contain the name, designation and code number of the Bank officer(s) signing the guarantee(s). The address and contact details (including telephone no.) of the controlling officer of the branch of the bank issuing the BG should be included.

PROFORMA OF BANK GUARANTEE CONTRACT PERFORMANCE SECURITY

Dear Sirs,

In consideration of the M/s Numaligarh Refinery Limited, 122 A, G.S. Road, Christian Basti, Guwahati - 781005, Assam, India (hereinafter called the Company which expression shall include its successors and assigns) having awarded to M/s Constitution....., Address..... (hereinafter referred to as "The Contractor" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms inter-alia, of the Company(s) letter of acceptance No./ Contract / Work / Purchase Order No.: dtd. and the General Purchase Conditions / General Conditions of Contract (as applicable for this contract) of the Company and upon the conditions of contractor's furnishing for the performance of contractor's obligations and/or discharge of contractor's liability under and/or in connection with the said contract up to a sum of (in figures) (in words)(only) amounting to 3% (three percent) of the contract value.

We (name)..... (Constitution)..... (hereinafter called the Bank which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay the Company in (currency) forthwith on first demand in writing and without protest or demur any and all moneys anyway payable by the Contractor to the Company under, in respect or in

connection with the said contract inclusive of all the Company's losses and damages and costs (inclusive between attorney and client), charges and expenses and other moneys anywise payable in respect of the above specified in any notice of demand made by the Company to the Bank with reference to this guarantee upto an aggregate limit of (in figures) (in words)only.

And the Bank hereby agrees with the Company that:

- i) The guarantee/undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Company and liabilities of the Contractor arising upto and until midnight of..... with a claim period until six (6) months thereafter, i.e., until midnight of
- ii) This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Company may now or at any time any wise have in relation to the Contractor's obligations/liabilities under and/or in connection with the said contract and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
- iii) The Company shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Contractor's obligations and/or liabilities under or in connection with the said contract, and to vary the terms vis-a-vis the contractor of the said contract or to grant time and or indulgence to the contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of the contractor under the said contract and/or the remedies of the Company under any other security (ies) now or hereinafter held by the indulgence /or arrangements with the contractor or release or forbearance whatsoever which under the laws relating to securities shall but for these Provisions have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.
- iv) This guarantee/undertaking shall not be determined or affected by the liquidation or winding up dissolution or change of constitution or insolvency of the contractor but that in all respects and for all purpose be binding and operative until payment of all moneys payable to the Company in terms hereof.
- v) The Bank hereby waive all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms thereof shall not be any wise affected or suspended by reason of any dispute or disputes having been raised by the contractor (Whether or not pending before any Arbitrator Officer, Tribunal or Court) or any denial of liabilities by the contractor or any other order of communication whatsoever by the contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- vi) The amount stated in any notice of demand addressed by the Company to the Bank as liable to be paid to the Company by the contractor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and/or expenses shall as between the Bank and the Company be exclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be, and payable by the Bank to Company in terms hereof.
- vii) Notwithstanding anything contained herein above, unless a claim or demand under this guarantee is made against the bank within six months from the date of expiry of the Guarantee, all the rights of the company under this guarantee shall be forfeited and the bank shall be released and discharged from all liability hereunder unless this guarantee shall have been previously extended.
