

PROFORMA OF BANK GUARANTEE FOR IMPORTED PURCHASE (PERFORMANCE)

Dear Sirs,

In consideration of the M/s Numaligarh Refinery Limited, 122 A, G.S. Road, Christianbasti, Guwahati - 781005, Assam, India (hereinafter called the Company which expression shall include its successors and assigns) having awarded to M/s (Name)..... Constitution..... (address)..... (hereinafter referred to as "The Supplier" 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 No. dtd. and the General Purchase Conditions of the Company and upon the conditions of supplier's furnishing for the performance of supplier's obligations and/or discharge of supplier's liability under and/or in connection with the said supply contract up to a sum of (in figures) (in words)(only) amounting to 10% (ten percent) of the total 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 Supplier to the Company under, in respect or in connection with the said supply contract inclusive of all the Company's losses and damages and costs (inclusive between attorney and client), charges and expenses and other moneys anyway 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 Supplier arising upto and 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 Supplier's obligations/liabilities under and/or in connection with the said supply 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 Supplier's obligations and/or liabilities under or in connection with the said supply contract, and to vary the terms vis-a -vis the supplier of the said supply contract or to grant time and or indulgence to the supplier 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 supplier under the said supply contract and/or the remedies of the Company under any other security (ies) now or hereinafter held by the indulgence /or arrangements with the supplier 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 supplier 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 supplier (Whether or not pending before any Arbitrator Officer, Tribunal or Court) or any denial of liabilities by the supplier

or any other order of communication whatsoever by the supplier 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 supplier 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.

v) Notwithstanding anything contained herein above, unless a claim or demand under this guarantee is made against the bank within three 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.
