

PROFORMA FOR SURETY BOND FOR BID SECURITY / EARNEST MONEY DEPOSIT

(To be executed on non-judicial stamp paper of appropriate value)

Ref.....

Surety Bond No.....

To,

Chief General Manager (Commercial)

Numaligarh Refinery Limited,
Pankagrath, PO: Numaligarh Refinery Project,
Dist-Golaghat (Assam), India, PIN-785699

Dear Sir (s)

In consideration of you, Numaligarh Refinery Limited, having its office at [122A, G.S. Road, Christianbasti Guwahati-781005] (hereinafter referred to as the “NRL”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [***insert name of the Bidder***] having its registered office at [***insert address of the Bidder***] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns) in relation to [***insert Tender Name***] pursuant to Bidding Documents bearing Reference Number [***insert Tender number***] (hereinafter collectively referred to as “Bidding Documents”), we [***insert name of the insurer***] having our registered office at [***insert registered address of the insurer***] and one of its branches at [***insert relevant branch address of the insurer***] (hereinafter referred to as the “Surety Insurer” which expression shall include its successors and assigns), at the request of the Bidder, do hereby in terms of the Bidding Documents, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents by the said Bidder and unconditionally and irrevocably undertake to pay NRL forthwith on first demand without any demur, reservation, recourse, contest, protest or proof or satisfaction or condition and without reference to the Bidder, an amount of Rs. [***insert amount***] (hereinafter referred to as the “Surety Bond”) as and by way of [Bid Security/ EMD] as our primary obligation if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. This Surety Bond shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by the NRL on the Surety Insurer until the NRL discharges this Surety Bond subject, however, that the NRL shall have no claims under this Surety Bond after [***insert time and date including at least eight months from the final bid submission date, plus three months’ claim period***] or any written extension(s) thereof.
2. In order to give full effect to this Surety Bond, NRL shall be entitled to treat the Surety Insurer as the principal debtor. NRL shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acknowledgement of Letter of Acceptance by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to NRL, and the Surety Insurer shall not be released from its liability under these presents by any exercise by NRL of the liberty with reference

to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of NRL or any indulgence by NRL to the said Bidder or by any change in the constitution of NRL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

3. It shall not be necessary for the NRL to proceed against the Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Bidder to the NRL and notwithstanding that any such security shall at the time when claim is made against the Surety Insurer or proceedings taken against the Surety Insurer hereunder, be outstanding or unrealized.
4. The amount stated by the NRL in any demand, claim or notice made with reference to this Surety Bond shall as between the Surety Insurer and the NRL for the purpose of this Surety Bond be final, conclusive and binding of the amount payable by the Surety Insurer to the NRL hereunder.
5. The liability of the Surety Insurer to the NRL under this Surety Bond shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Bidder and the NRL, the Bidder and the Surety Insurer and/or the Surety Insurer and the NRL or otherwise howsoever related to this Surety Bond or the liability of the Bidder to the NRL, and notwithstanding the existence of any instructions or purported instructions by the Bidder or any other person to the Surety Insurer not to pay or for any cause withhold or defer payment to the NRL under this Surety Bond, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Surety Insurer shall be and remain liable to make payment to the NRL in terms thereof.
6. We, the Surety Insurer, further agree that NRL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of NRL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between NRL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
7. This Surety Bond shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Bidder or any change in the legal constitution of the Surety Insurer or the NRL.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Surety Insurer and sent by courier or by registered mail or via email to the Surety Insurer at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us, addressed to name of Surety Insurer *along with branch address* and delivered at our above branch and/or via email to: **[insert email ID]** which shall be deemed to have been duly authorized to receive the said notice of claim.
10. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of NRL in writing.
11. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

12. This Surety Bond issued by the us is in full compliance with applicable laws including the guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI), as amended from time to time.
13. This Surety Bond is for the benefit of NRL and its successors and assigns. This Surety Bond is binding not only on the Surety Insurer, but also on the Surety Insurer's successors and permitted assigns. The Surety Insurer shall not assign its rights and obligations hereunder to any person, insurer, company or other entity except as permitted by NRL in writing.
14. Notwithstanding anything contained herein: (i) The Surety Insurer's liability under this Surety Bond shall not exceed **[insert amount of Bid Security/ EMD]**; (ii) This Surety Bond shall remain in force until **[insert]**; (iii) this Surety Bond shall have additional claim period of **[three]** months thereafter; and (iv) the Surety Insurer is liable to pay the Surety Bond amount or any part thereof under this Surety Bond only if NRL serves upon the Surety Insurer a written claim or demand upon the Surety Insurer or any branch thereof on or before the aforesaid claim period.

Signed and sealed this [●] day of [●], [●] at [●].

SIGNED, SEALED AND DELIVERED

For and on behalf of the Surety Insurer by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

-----O-----O-----O-----O-----

Instructions: -

- (a) The surety bond shall be from a Surety Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
- (b) The surety bond should contain the name, designation and code number of the officer(s) signing the surety bond.
- (c) The address, telephone number, E-mail and other details of the head office of the surety insurer as well as of issuing branch should be mentioned on the covering letter of issuing branch. The letter may also include any web portal link, from where the Surety Bond can be confirmed by the Company.
- (d) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.