

BANK GUARANTEE FOR INDIGENOUS PURCHASE (WARRANTY/GUARANTEE)

- 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 FOR INDIGENOUS PURCHASE (WARRANTY/GUARANTEE)

This deed of Guarantee made thisday ofby Bank 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 122A, G.S. Road, Christianbasti Guwahati-781 005 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 unless a suit or action to enforce a claim under Guarantee is filled against us within six months from (Which is date of expiry of guarantee). 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 fulfill 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).
