

## PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

(ON NON – JUDICIAL PAPER OF APPROPRIATE VALUE)

*Required to be submitted by successful agency after placement of work order / letter of acceptance*

To

Numaligarh Refinery Ltd.  
122A, G.S. Road, Christianbasti  
Guwahati –781005  
Phone: (0361) 2203140  
Telefax: (0361) 2203146  
E-mail: nrlght@gw1.vsnl.net.in

Dear Sirs:

M/s ..... have taken tender for the work of .....  
..... (Work Order no.....) for Numaligarh  
Refinery Limited, 122A, G.S. Road, Christianbasti, Guwahati-781005.

The tender conditions of contract provide that the Contractor shall pay a sum of Rs.....  
(Rupees ..... ) as initial/full security Deposit in the form there in  
mentioned. The form of payment of security deposit includes guarantee executed by  
Nationalized Schedule 'A' Bank, undertaking full responsibility to indemnify Numaligarh  
Refinery Ltd. in case of default.

The said ..... has approached us and at their request and in consideration of  
the premises we having our office at ..... have agreed to give such guarantee as  
hereinafter mentioned.

1. We hereby undertake and agree with you that if default shall be made by M/s.....  
in performing any of the terms and condition of the tender or in payment of any money  
payable to Numaligarh Refinery Ltd. We shall on demand pay to you in such manner as  
you direct the said amount of Rupees ..... only or such portion thereof not exceeding  
the said sum as you from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee  
postpone for any time or from time to time the exercise of any of the powers and rights  
conferred on you under the contract with the said ..... and to enforce  
or to forebear from endorsing any powers or rights or by reason of time being given to  
said ..... which under law relating to the sureties would but for provision have the  
effect of releasing us.
3. Your right to recover the said sum of Rs. .... (Rupees  
.....) from us in manner aforesaid will not be affected or suspended  
by reason of the fact that any dispute or disputes have been raised by the said M/s  
..... and /or that any dispute or disputes are pending before any officer,  
tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or  
winding up dissolution or changes of constitution or insolvency of the said, but shall in  
all respects and for all purposes be binding and operative until payment of all money  
due to you in respect of such liabilities is paid.

5. Our liability under this guarantee is restricted to (Rupees. ....). Our guarantee shall remain in force until ..... 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) all your rights under the said guarantee shall be forfeited and we shall be relived and discharged from all liabilities thereunder.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the power of Attorney dated ..... granted to him by the Bank.

Yours faithfully,

\_\_\_\_\_ Bank  
By its Constituted Attorney

Signature of a person duly  
Authorized to sign on behalf  
Of the Bank