

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT/PERFORMANCE BOND

(To be executed ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Ref: Bank Guarantee No.....
Date.....
Email id – (BG issuing Branch)
Email id – (BG confirming Branch)

To:

M/s. Mangalore Refinery And Petrochemicals Ltd.,
Regd. Office: Kuthethur P.O
Katipalla, Mangalore 575 030

Dear Sir,

1. In consideration of Mangalore Refinery And Petrochemicals Ltd., having its Registered Office at Kuthethoor, Via Katipalla, Mangalore – 575030 (hereinafter referred to as the “Company” which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors) and having entered into a contract dated (hereinafter called the “Contract” which expression shall include all the amendments thereto) with M/s.(Vendor Name) having its Head/Registered Office at.....(hereinafter referred to as the “Vendor” (which expression unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns) and the Contract having been unequivocally accepted by the Vendor resulting in a contract bearing No..... dated..... for Rs..... (scope of supply/work) and the Company having agreed that the Vendor shall furnish to the Company a Performance guarantee for the faithful performance of the entire contract to the extent of % of the contract price, i.e. Rs..... (in word). We (bank)..... having its Branch Office at(Postal address with Pin code).....and Registered Office at.....(Postal address with Pin code)..(hereinafter referred to as the “Bank” which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay on demand to the Company any money or all moneys to the extent of Rs..... (Rupees) in aggregate at any time without any demur, reservation, recourse, contest or protest and/or without any reference to the Vendor. Any such demand made, by the Company on the Bank shall be conclusive and binding notwithstanding any difference between the Company and the Vendor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the Company in writing.
2. The Company shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee from time to time, to extend the time for performance of the

contract by the Vendor, or vary the terms of the Contract. The Company shall have the fullest liberty without affecting this Guarantee to postpone, from time to time, the exercise of power vested in them or of any right which they might have against the Vendor and to exercise the same at any time in any manner and either to enforce, or to forbear from enforce, any covenants contained or implied in the contract between the Company and the Vendor or any other course or remedy or security available to the Company. The Bank shall not be released of its obligations under these presents by any exercise by the Company of its liberty with reference to matters aforesaid or any of them or by reason of any other act or forbearance of other act or forbearance of other acts of Company or any other indulgence shown by the Company or by any other matter or thing whatsoever, which under law would, but for this provision, have the effect of relieving the Bank.

3. The Bank also agrees that the Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Vendor and notwithstanding any security or other guarantee that Company may have in relation to the Vendor's liabilities.
4. The Bank further agrees that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and it shall continue to be enforceable till all the dues of the Company under or by virtue of this contract have been fully paid and claim satisfied or discharged or till the Company discharges the Guarantee in writing.
5. We further agree that as between us and Company for the purpose of this Guarantee any notice given to us by the Company and any amount claimed in such notice by the Company that the money is payable by the Vendor and any amount claimed in such notice by the company shall be conclusive and binding on us notwithstanding any difference between the Company and the Vendor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected by any change in our Constitution or that of the Vendor or in the Constitution of the Company. We also undertake not to revoke this Guarantee during its currency or till the Company discharges the Guarantee in writing.
6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Rs..... (Rupees) in aggregate and it shall remain in full force upto..... (Date of Expiry) and claim period upto (90 days from the date of expiry) unless extended further, from time to time, for such period as may be instructed in writing by the Company on whose behalf this Guarantee has been given, in which case it shall remain in full force upto the extended date of expiry and claim period of 90 days from the extended date. Any claim under this Guarantee must be received by us on or before..... (Date of claim) or before the expiry of the 90 days from the extended date of claim period. If no such claim has been received by us within the Ninety days after the said expiry date/extended expiry date, the Company's right under this guarantee will cease. However, if such a claim has been received by us within and upto Ninety days after the said expiry date/extended expiry date, all the Company's rights under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Dated this Day of20....

WITNESS:

(SIGNATURE)

(SIGNATURE)

(NAME)

(NAME)

(OFFICIALADDRESS)

(Designation with Bank Stamp)

_____ Attorney as per power of Attorney No.....dated

Procedure to submit the BG - (for the information of the vendor)

BG should be strictly as per the format given in the tender document. Vendor should request their BG issuing bank to send the SFMS to our bank. Bank details are as under:-

Bank Name - Union Bank of India. (Erstwhile Corporation Bank).

Branch Name - Kuthethoor, MRPL Site

IFSC Code - UBIN0905925

Email - cb0592@unionbankofindia.com

Phone - 08242279002

As per CVC (Central Vigilance Commission) guidelines, the original BG should be **directly sent to MRPL by the BG issuing bank with a copy of SFMS through registered post / courier.**

In case of BG is sent by the supplier, such BG will not be accepted till such time the BG issuing bank directly send to MRPL, a copy of BG duly attested by the bank. **Hence, it is advised to the supplier to arrange to send the BG through their BG issuing bank only to enable us to speed up processing of the BG.**

BG will be accepted and accounted only after getting the SFMS confirmation from our bank i.e. Union Bank of India.

Each page of the BG including stamp paper should have page number like 1 of 3, 2 of 3 so on.

Each page should have BG number.

Number of pages in the BG should be clearly mentioned in the forwarding letter of the Bank.

Above same procedure is applicable in case of amendment of BG also.

(Note: Communication details to be filled by the Bank for correspondence)

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मंगलूर रिफाइनरी एण्ड पेट्रोकेमिकल्स लिमिटेड

MANGALORE REFINERY AND PETROCHEMICALS LIMITED

अनुसूची 'अ' के अंतर्गत भारत सरकार का उद्यम SCHEDULE 'A' GOVT. OF INDIA ENTERPRISE.
(ऑयल एण्ड नेचुरल गैस कॉर्पोरेशन लिमिटेड की सहायक कंपनी A SUBSIDIARY OF OIL AND NATURAL GAS CORPORATION LIMITED)
सीआईएन/CIN : L23209KA1988GOI008959

पंजीकृत कार्यालय : कुत्तूर पोस्ट, वाया काटीपल्ला मंगलूर - 575 030 (भारत) दूरभाष: 0824-2270400, फैक्स: 0824-2271404, E-mail: mrplmlr@mrpl.co.in
Regd. Office : Kuthethoor P.O. Via Katipalla, Mangaluru - 575 030 (India) Tel.: 0824-2270400 Fax: 0824-2271404 Website: www.mrpl.co.in
आई.एस.ओ. 9001, 14001 एवं 50001 प्रमाणित कंपनी AN ISO 9001, 14001 AND 50001 CERTIFIED COMPANY

To Whomsoever It May Concern

Dear Sir/Madam,

Sub: Bank Details of MRPL Union Bank of India, Kuthethoor Branch

To facilitate payment through electronic mode, we furnish the details of our Bank Account:

A. Vendor's / Customer's Particulars

1. Name of A/c Holder : Mangalore Refinery and Petrochemicals Limited.
2. Address : Kuthethoor Post, Via Katipalla Mangalore – 575030.

B. Bank Account Particulars

1. Name of A/c Holder : Mangalore Refinery and Petrochemicals Limited.
2. Bank Account No. : 560101000026927
3. Account type : Cash Credit
4. Bank Name : Union Bank of India (Erstwhile Corporation Bank)
5. Branch Name : Kuthethoor, MRPL SITE
6. 11 digit IFS Code : UBIN0905925
7. 11 digit NEFT Code : UBIN0905925
8. MICR No. : 575026018
9. Bank Phone No. : 0824 – 2279002
10. Swift Code : UBININBBMAP

I/We hereby confirm that the above information are complete and also undertake to advise any changes to the above details.

For Mangalore Refinery and Petrochemicals Limited.

पुनक लाल
07/12/2020
Subhakar
21/12/2020

Authorised Signatory

Certified that the particulars in Sl. No (B) above are correct as per our records.

कृते यूनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

Bank Seal & Signature and date

Note:- On making payment kindly furnish payment details (Utr No.. Amt., etc) along with Customer/Vendor A/c.

पुनक लाल
कुत्तूर, एम.आर.पी.एल. शाखा
Kuthethoor - MRPL Branch 8/12/2020

बेंगलूर कार्यालय : प्लॉट नं. A-1, - के .एस.एस.आई.डी.सी. प्रशासनिक कार्यालय भवन के सामने, इंडस्ट्रीयल एस्टेट, राजाजीनगर, बेंगलूर -560 010
Bengaluru Office: Plot A-1, Opp. KSSIDC A. O. Building, Industrial Estate, Rajajinagar, Bengaluru - 560 010.
दूरभाष : Tel: (क.) (O) 080-22642200, फैक्स Fax : 080 - 23505501
दिल्ली कार्यालय : कोर-8, 7^{वीं} मंजिल, स्कोप कॉम्प्लेक्स, लोधी रोड, नई दिल्ली-110003 दूरभाष: 011-24306400, फैक्स: 011-24361744
Delhi Office : Core-8, 7th, Floor SCOPE Complex, Lodhi Road, New Delhi - 110003. Tel.: 011-24306400, Fax: 011-24361744
मुंबई कार्यालय : मेकर टॉवर 'ई' विंग 15वां तल, कफ परेड, मुंबई - 400 005. दूरभाष: 022-22173000, फैक्स: 22173233
Mumbai Office : Maker Tower, 'E' Wing, 15th Floor, Cuffe Parade, Mumbai-400 005. Tel.: 022-22173000, Fax : 22173233

BANK GUARANTEE FOR EMD

- 1) In consideration of M/s Mangalore Refinery And Petrochemicals Ltd., registered under the Companies Act, 1956, having its Registered Office at Kuthethoor P.O., Via Katipalla, Mangalore-575030, hereinafter called "MRPL" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns having invited / floated Tender to _____ Proprietorship / Partnership Firm / Company registered under the Indian Partnership Act, 1932 / the Companies Act, 1956, having its office at _____, (hereinafter called "the Tenderer" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns vide Tender No. _____ dated _____ (hereinafter called "the Tender" which expression shall include any amendments / alterations to the Tender by MRPL for the supply of goods to / execution of services for MRPL and MRPL having agreed not to insist upon immediate payment of Earnest Money for the fulfillment and the performance of the said Tender in terms thereof on production of an acceptable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only). We, _____ having office at _____ and Head Office at _____ (hereinafter referred to as "The Bank" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns at the request and on behalf of the Tenderer hereby agree to pay to MRPL without any demur on first demand an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by MRPL by reason of non-performance and non-fulfillment or for any breach on the part of the Tenderer of any of the terms and conditions of the said Tender.
- 2) We _____ further agree that MRPL shall be the Sole Judge whether the said Tenderer has failed to perform or fulfill the said Tender in Terms thereof or committed breach of any of the terms and conditions of the Tender and the extent of loss, damage, costs, charges and expenses suffered or incurred or would be suffered or would be incurred by MRPL on account thereof.
- 3) We _____ Bank further agree that the amount demanded by MRPL as such shall be final and binding on the Bank and the Bank undertake to pay to MRPL the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Tenderer or any suit or other legal proceedings including Arbitration pending before any Court, Tribunal or Arbitrator relating thereto and our liability under this guarantee being absolute and unconditional.
- 4) We _____ Bank, further agree with MRPL that MRPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or extend time for the performance by the Tenderer from time to time or to postpone for any time any of the powers exercisable by MRPL against the Tenderer and to forbear to enforce any of the terms and conditions relating to the Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Tenderer or for any forbearance, act or omission on the part of

MRPL or any indulgence by MRPL to the Tenderer or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

- 5) NOTWITHSTANDING anything herein before contained, our liability under this guarantee is restricted to Rs._____ (Rupees _____). Our liability under this guarantee shall remain in force until expiration of 180* days from the date of opening of the said Tender. Unless a demand or claim under this guarantee is made on us in writing within the said period, that is, on or before ___*___ all rights of the Messrs under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.
- 6) We, _____ Bank, further undertake not to revoke this guarantee during its currency except with the previous consent of MRPL in writing.
1. This guarantee shall not be affected by any change in the constitution of the Tenderer or the Bank or MRPL and shall remain in full force and effect until the liabilities of the Bank are discharged by MRPL

IN WITNESS WHEREOF the Bank has executed this document on this _____ day of _____.

For _____ Bank

*Pl. mention or put specific date