

TENDER NO.....DATE.....
PARTY NAME.....
BG NO & DATE.....
AMOUNT.....RS.....
VALID UPTO.....

PROFORMA OF GUARANTEE BOND FOR EARNEST MONEY DEPOSIT

In consideration of M/s.PETRONET CCK LIMITED (hereinafter called the “Company”) having agreed to exempt M/s.....(hereinafter called “The said Contractor(s)”) from payment of Earnest Money against Tender No.....dated.....issued by Company on production of a Bank Guarantee for Rs.....(Rupees.....only) ,weBank do hereby undertake to indemnify and keep indemnified the company to the extent of .Rs.....against any loss or damage caused to or suffered by the Company by reason of any breach or default by the said Contractor(s) of any of the terms and conditions contained in the Tender Notice/documents.

We,Bank further agree to pay on demand at your office at Irimpanam Installation of Bharat Petroleum Corporation Limited Irimpanam, Cochin-682 309, the amount of any loss or damage as above and that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said Tender and that it shall continue to be enforceable till the Tender is finally decided and order placed on the successful Tenderer.

We,Bank Limited, further agree that the Company shall be the sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the tender/or the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account thereof to the extent of the earnest money required to be deposited by the Contractor in respect of the said tender or the contract and the decision of the Company that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company from time to time shall be final and binding on us.

Notwithstanding anything contained in foregoing, our liability under this guarantee is restricted to Rs..... The Guarantee shall remain in force till..... unless a claim under this Guarantee is made within six months from the date herein before mentioned the Company shall have no rights under these presents. We,Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Company in writing.

Dated.....day.....of20

Signature :
Name :
Designation :
Name of the Branch :