

**CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE  
(PERFORMANCE SECURITY) – UNCONDITIONAL**  
(To be stamped in accordance with stamp act)

Ref:

Bank Guarantee No. :

Date :

To

Petronet CCK Limited  
BPCL Installation  
Seaport Airport Road  
Irimpanam P.O,  
Cochin – 682 309  
Kerala (India)

Dear Sirs,

In consideration of the PETRONET CCK LIMITED, Cochin (India) (herein referred to as the OWNER / PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ having principal office at \_\_\_\_\_ (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their successors, administrators, executors and permitted assigns) the supply by issue of OWNER / PURCHASER's Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been accepted by the Seller resulting into the CONTRACT for supply of materials / equipments as per above referred Purchase Order having a total value of \_\_\_\_\_ for the complete supply of materials / equipments and the SELLERS having agreed to provide a Contract Performance Bank guarantee for faithful performance of the aforementioned Contract and warrantee quality \_\_\_\_\_ to OWNER / PURCHASER.

We (Bank) \_\_\_\_\_ having Head Office at..... and Branch at ..... (hereinafter referred to as the Bank, which expression shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER / PURCHASER on demand any and all moneys payable by the Seller to the extent of 10% (ten percent) of the Contract Prices as aforesaid at any time up to Rs. \_\_\_\_\_ without any reference to the SELLER. Any such demand made by OWNER / PURCHASER on the Bank shall be conclusive and binding on the Bank notwithstanding any difference or dispute between OWNER/PURCHASER and

SELLER and the OWNER/PURCHASER and SELLER shall have the fullest liberty without affecting in any way the liability of Bank under this guarantee from time to time to extend the time for performance by SELLER of the afore mentioned CONTRACT. OWNER / PURCHASER shall have the absolute right, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against SELLER, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenant contained or implied, in the aforementioned CONTRACT between OWNER/PURCHASER and SELLER or any other course of or remedy or security available to OWNER/PURCHASER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER / PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of OWNER / PURCHASER or any other indulgence shown by OWNER / PURCHASER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK. The BANK also agrees that OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the BANK as a Principal debtor, in the first instance without proceeding against SELLER and notwithstanding any security or other guarantee that OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Notwithstanding anything to the contrary contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). Our guarantee shall remain in force until \_\_\_\_\_. Unless a claim or demand in writing is made against us under this guarantee, before the expiry of three months from the aforesaid date, i.e. before \_\_\_\_\_, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee.

Our liability under this Guarantee shall remain in force upto and including \_\_\_\_\_ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this Guarantee has been given.

The Bank hereby guarantees the payment of the amount which is payable on demand and in any case within 24 hours of the presentation of the letter of invocation of Bank Guarantee. Should the Bank fail to release payment on demand, interest @ 24% per annum shall become payable immediately. Any dispute arising out of or in relation to this Bank Guarantee shall be subject to the Jurisdiction of Courts at Ernakulam the city of Cochin.

We hereby affirm that, as guarantors, we are liable to you on behalf of the Seller up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you forthwith on your written demand declaring the seller to be in default under the contract and without demur or dispute, any sum or sums within the limit of (amount of guarantee) as aforesaid.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20

We have authority / power to issue this guarantee in your favour under .....Act /.....Regulations, Memorandum and Article of Association and the undersigned has

full power and authority to do so under the Power of Attorney/ Resolution of the Board of Directors dated \_\_\_\_\_ accorded by the bank.

Dated                      The \_\_\_\_\_ day of \_\_\_\_\_ 20