

PROFORMA FOR BANK GUARANTEE FOR DELIVERY

Ref: Bank Guarantee No. _____
Date _____

To

National Centre for Polar & Ocean Research
Ministry of Earth Sciences, Govt. of India,
Headland Sada, Vasco-da-Gama, Goa – 403 804 INDIA

Dear Sir,

1. In consideration of National Centre for Polar & Ocean Research having its registered office at Headland Sada, Vasco-da-Gama, Goa – 403 804 INDIA (hereinafter referred to as “THE NCPOR”) which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns and having entered into a Contract/Notification of Award of Supply Contract dated (hereinafter called “THE CONTRACT”) which expression shall include all the amendments there to with M/s. _____ having its Head/Registered Office at _____ (hereinafter referred to as “THE CONTRACTOR/SUPPLIER”) which expression shall 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 Contractor resulting in a contract for an value at INR./US \$ _____ (Indian Rupees/ US Dollars _____).The NCPOR having agreed that the Contractor/supplier shall furnish to the NCPOR, Bank Guarantee for the 50% value of supply order as well as faithful performance of the entire supply contract to value of the contract i.e. INR./US\$ ____.

2. We (Bank) _____
having its registered office at _____(hereinafter referred to as “THE BANK” (which expression shall unless repugnant to the context or meaning thereof, include all the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay on demand to the NCPOR any money or all monies to the extent of INR./US \$(Rupees/US Dollars _____) in aggregate on breach of contract by the contractor/supplier at anytime without any demur, reservation, recourse, contestor protest and/or without any reference to the Contractor. Any such demand made by the NCPOR on the Bank shall be conclusive and binding notwithstanding any difference between the Charterer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrators 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 NCPOR in writing or 30 days from day of opening of bids.

3. NCPOR shall have the unqualified option to operate this Bank Guarantee to

recover Liquidated Damages as liable under the contract. In that case the Bank Guarantee amount shall thereupon be increased to the original amount by the Contractor or Contractor may alternatively submit Liquidated Damages recovered by NCPOR.

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 NCPOR under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till the NCPOR discharges the guarantee in writing.

5. We further agree that as between us and NCPOR for the purpose of this Guarantee any notice given to us by the NCPOR that the money is payable by the Contractor and any amount claimed in such notice by the NCPOR shall be conclusive and binding on us notwithstanding any difference between the NCPOR and the Contractor 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 Contractor. We also undertake not to revoke this Guarantee during its currency.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or THE CONTRACTOR/SUPPLIER.

7. Not with standing anything contained herein above, our liability under this Guarantee is limited to INR./US \$ _____ (Indian Rupees/US Dollars _____) in aggregate and it shall remain in full force up to and including sixty days after _____ unless extended further ,from time to time for such period as may be instructed in writing by M/s.

_____ whose behalf this Guarantee has been given in which case it shall remain in full force upto and including sixty (60) days after the extended date. Any claim under this Guarantee must be received by us before the expiry of sixty (60) days from _____ or before the expiry of 60 days from the extended date, if no such claim have been received by us within the sixty (60) days after the said date/extended date, the NCPOR's right under this Guarantee will cease. However, if such a claim has been received by us within and upto sixty (60) days after the said date/extended date, all the NCPOR's right under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

The Bank confirms that this Guarantee has been issued with observance of the appropriate exchange control rules and regulation of the country.

8. We agree that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the Exclusive Jurisdiction of Indian Court. The Bank also agrees that courts in New Delhi shall have exclusive jurisdiction.

Date this _____ day of _____ 2021 at _____

WITNESS:

(SIGNATURE)
NAME
OFFICIAL ADDRESS

SIGNATURE: _____
NAME & DESIGNATION WITH
BANK STAMP