

Format for BANK GUARANTEE

(BID BOND GUARANTEE) - UNCONDITIONAL

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

REF.

Bank Guarantee No.:

Date:

To

The Secretary,
Petroleum & Natural Gas Regulatory Board
World Trade Centre, 1st Floor,
Barakhamba Lane, Babar Road, New Delhi – 110 001
INDIA

Dear Sir/s,

TENDER NO. _____ FOR CITY/GEOGRAPHIC AREA GAS
DISTRIBUTION NETWORK IN _____

WHEREAS (name of the bidder/company) (HEREINAFTER CALLED 'Bidder') has submitted his/its Bid dated for the City/Geographic Area Gas Distribution Network in (hereinafter called the 'Bid') which has a stipulated bid bond amount of Rs.(Rupees.....).

This DEED OF BID BOND GUARANTEE is made on this DAY OF.....by (name of the BANK) having its Head Office at.....(hereinafter called the "Bank" which expression shall wherever the context so admit, include its executors, administrators and successors) in favour of the Petroleum & Natural Gas Regulatory Board, 1st Floor, World Trade Centre, Babar Road, New Delhi – 110 001(hereinafter called 'PNGRB')

NOW THEREFORE THE BANK THROUGH THIS DEED OF BID BOND GUARANTEE AGREES AS FOLLOWS:

1. The Bank, do hereby guarantee to undertake to pay the PNGRB on demand any and all sums payable by the bidder, the bid bond amount, as aforesaid at any time up to _____ (Period) without a reference to the bidder.
2. Any such demand, as specified in clause 1 above, made by PNGRB, on the bank, shall be inclusive and binding notwithstanding any dispute or difference

between PNGRB and the Bidders or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

3. The bank hereby undertakes not to revoke this guarantee during its currency without prior approval of PNGRB in writing.
4. The Bank further agrees that the guarantee herein contained shall continue to be enforceable till the PNGRB discharges this guarantee.
5. PNGRB shall have the sole authority and liberty, 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 bidder, and to exercise the same at any time in any manner, or to enforce or to forebear to enforce any covenants express or implied, in the aforementioned bid between PNGRB and bidder or any other course including security given to PNGRB.
6. The BANK shall not be released of its obligations by any exercise by PNGRB of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of PNGRB or any other indulgence shown by PNGRB or by any other matter or thing whatsoever which under law would, but for this provision, have the effect or relieving the BANK.
7. The BANK agrees that PNGRB at its option shall be entitled to enforce this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against bidder and notwithstanding any security or other guarantee that PNGRB may have in relation to the bidder's liabilities.
8. Notwithstanding anything contained in Clauses 1 to 7 above, the Bank's liability under this Guarantee is restricted to and it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by the PNGRB.
9. The Bank hereby affirm that we are guarantors and responsible to PNGRB on behalf of the bidder up to a total amount of(amount of guarantees in words and figures) and we undertake to pay PNGRB, upon PNGRB's first written demand on declaring the bidder to be in default under the bid and without caveat or demur of any kind whatsoever , any sum or sums within the limits of(amount of guarantee) as aforesaid, without PNGRB needing to prove or show grounds or reasons for PNGRB's demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 200

10. The Bank, hereby affirms that it has power to issue this guarantee in favour of PNGRB under the Memorandum of Association and Articles of Association and

the undersigned has full power to do so under the Power of Attorney/Resolution of the Board of Directors dated _____ accorded to him by the bank.

11. IN WITNESS WHEREOF the Bank has executed this deed of Bid Bond Guarantee on..... Day of200_,in the presence of:

WITNESS1:

BANK RUBBER

NAME
(SIGNATURE)

(NAME)

WITNESS2:

STAMP (NAME)

NAME

(OFFICIAL SEAL) Designation with bank stamp

(SIGNATURE)

Plus Attorney as per Power Of Attorney/Resolution Board of Directors

Date: