

FORMAT (*/)**
PROFORMA BANK GUARANTEE FOR FREE ISSUE MATERIAL

WHEREAS M/s Mazagon Dock Limited (MDL, hereinafter named Company) intend to issue material free of cost to undertake the job as per Contract / Agreement / Order vide reference no _____ dated _____.

Now, by this letter, we the undersigned (*Bank's Name and address*) whose registered office is at: _____ bind ourselves unconditionally and irrevocably for payment to M/s Mazagon Dock Limited of the sum of (currency / amount) to indemnify MDL in case of default.

OR

We the undersigned (*Bank's Name and address*) whose registered office is at: _____ do hereby undertake the indemnity and keep indemnified to the extent of Rs. _____ (in words) against any loss or damage caused to or suffered by the Company by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Contract/Agreement / Order.

In case this obligation is effective, we, (*Bank's Name*) undertake to pay to M/s. Mazagon Dock Limited any amount upto the above indicated sum, upon written request, without any demur or protestation and without reference to M/s _____ within 15 days from the date of such demand in any manner in which the Company may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the ORDER / CONTRACT

We, (*Bank's Name*), agree that our liability to pay is not dependant on conditions on your proceedings against the ORDER / CONTRACT and we shall be liable to pay an amount not exceeding the aforesaid amount as and when demanded by you merely on claim being raised by you and even before any legal proceedings are taken against the ORDER /CONTRACT.

We, (*Bank's Name*) , undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing. The guarantee herein contained shall not be revocable by notice or by reasons of dissolution or winding up of the business of the ORDER / CONTRACT or any change in the constitution or composition of the ORDER / CONTRACT.

This guarantee shall remain valid, until the due performance of the ORDER / CONTRACT in a manner specified by MDL and in any other case until _____ unless a claim or demand is made on us in writing on or before (validity + ---- weeks), we will be relieved and discharged from all liability thereunder.

We, (*Bank's name*) have power to issue guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney dated _____ granted to him by the Bank.

After the here above-mentioned date, the Guarantee shall lapse automatically without necessity to be returned to the Bank.

Date:

Signature of a person duly authorized to sign
On behalf of the Bank, with Seal of the Bank

This guarantee shall be governed by Indian laws and the Courts at Mumbai, India alone shall have the jurisdiction.

* INDIGENOUS VENDORS TO SUBMIT THIS EMD ON NON-JUDICIAL STAMP PAPER OF RS..... FROM NATIONALISED / SCHEDULED BANK ONLY.