

## **PROFORMA FOR BANK GUARANTEE AGAINST WARRANTY**

**ANNEXURE-5**

**Page 1 of 2**

TO

URANIUM CORPORATION OF INDIA LIMITED  
TUMMALAPALLE MINES,  
M.C.PALLE – POST,  
VEMULA – (M), KADAPA(DISTRICT),  
ANDHRA PRADESH – 516349.

Sir,

WHEREAS M/s (Name and full address) (hereinafter referred to as the 'contractor' received an order bearing reference number \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the 'Contract') from Uranium Corporation of India Limited, Tummalapalle Mines, M.C.Palle-Post, Vemula (M), District Kadapa, Andhra Pradesh – 516349 (hereinafter referred to as 'UCIL') for the supply of \_\_\_\_\_.

And whereas the contractor is required to guarantee that the goods supplied is free from defects in its material of construction workmanship and its performance and further required to rectify by repair or replacement free of all costs to UCIL any defect / defects in the goods and / or its performance, if noticed within the warranty period stipulated.

And whereas UCIL has agreed to pay the contractor the full value (inclusive of duties and taxes) of the goods supplied on the contractor furnishing a bank guarantee in the manner here in contained for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) to cover the said guarantee.

Now we (the Banker) hereby agree and undertake to indemnify UCIL and keep UCIL indemnified to the extent of a sum not exceeding the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) against any damage or loss that may be suffered by UCIL by reason of non-fulfillment of the obligations under the said guarantee by the contractor.

AND WE, (Banker) hereby undertake to pay on demand in writing by UCIL or any officer of UCIL within 48 hours and without any demur to UCIL on behalf of the supplier any sum or sums not exceeding in the total Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as may be claimed by UCIL as the damages or loss that UCIL may have suffered by reasons of the non-fulfillment of any particular terms and conditions of the contract by the suppliers.

We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any court or Tribunal or arbitrators relating thereto.

AND WE (Bankers) hereby further agree that the decision of UCIL as to whether the contractor has committed breach of any such terms and conditions of the contract or not and assessment of UCIL as to the amount of damages or loss suffered by UCIL on account of such breach would be final and binding on us and it need not be established.

AND WE, (Bankers) lastly agree that our liability hereunder shall not be discharged by virtue of arrangements between UCIL and the supplier whether with or without our knowledge, and / or consent or by reason of UCIL showing any indulgence or forbearance to the supplier whether as to payment, time, performance or any other matter whatsoever or any modification of the said contract which but for this provision would amount to discharge of the surety under the law.

This guarantee shall come into force simultaneously with your making the payment to the supplier and shall not be revoked by us whether before its coming into force or any time during its currency without your previous consent in writing.

AND WE, (Bankers) also agree that our liability hereunder shall not be discharged by any change in the constitution of this bank or the firm of supplier. Our liability under the guarantee shall not in any event whatsoever exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

Our guarantee shall remain in force until \_\_\_\_\_ (date) \_\_\_\_\_ or such further date up to which this bank guarantee is renewed and unless a claim under the guarantee is lodged with us within 6 (six) months from such date, all rights of UCIL under the guarantee shall be forfeited and we shall be relieved and discharge from all liabilities thereunder.

For the purpose of enforcing legal rights / remedies under this guarantee we agree that the court of law of GHATSILA, Singhbhum East, Jharkhand State shall have exclusive jurisdiction.

We have power to issue this guarantee and the undersigned has full power to sign this guarantee on our behalf under POWER OF ATTORNEY granted to him by the Bank.

Dated at (Place ) this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

For (BANKER'S NAME)

\_\_\_\_\_  
Signature  
  
(Name in Capital letter)  
Designation \_\_\_\_\_

\_\_\_\_\_  
Signature  
  
(Name in Capital letter)  
Designation \_\_\_\_\_