

FORM F – PARENT COMPANY AGREEMENT FORMAT

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTARISED)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS M/s _____, a company duly registered under the Companies Act 1956, having its Registered Office at _____, India, and having an office, amongst others, at India hereinafter called “NEEPCO” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on

M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by NEEPCO, submitted their bid number to NEEPCO with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said Contract as may be deemed appropriate by NEEPCO at any stage upon award of the Contract.

The Guarantor represents that they have gone through and understood the requirement of the above said Contract and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the Contract by the Company.

Accordingly, at the request of the Company and in consideration of and as a requirement for NEEPCO to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by NEEPCO, take up the balance works under the Contract without any demur or objection, in continuation and without loss of time and

without any additional cost to NEEPCO and duly perform the obligations of the Company as per the contract.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.

3. In case of non-performance of the Company under the Contract, the Guarantor shall take up the work itself to fulfil such obligations directly or through one or more of our subsidiaries.

4. The liability of the Guarantor, under the Guarantee, is limited to the 100% of the contract price entered between the Company and NEEPCO. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.

5. The Guarantor hereby undertakes that the Guarantor shall do all acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.

6. This Guarantee is neither transferrable nor assignable. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Parent Company)

M/s

Witness:

1. Signature _____

Full Name _____

Address _____

Signature _____

Name _____

Designation _____

Common seal of the

Company _____

Witness:

2. Signature _____

Full Name _____

Address _____

