

नार्दन कोल्डफिल्ड्स लिमिटेड
एक मिनी रत्न कम्पनी
सामग्री प्रबन्धक विभाग
पो० ओ० सिंगरौली कोलियरी
जिला सिंगरौली , म०प्र० 486889
फैक्स नं० 07805-266388 /266640



Northern Coalfields Limited
(A Mini Ratna Company)
PO- Singrauli Colliery,
Dist- Singrauli, MP- 486 889
(An ISO 14001, ISO 9001, OHSAS-18001 &
SA 8000 Certified Company)
Materials Management Wing
Tel : 07805-266413/256615



RATE CONTRACT

BY REGISTERED POST

Ref.No.:63626982 /216A1025/

Date: 23 .03.2017

To

M/s. Modi Hitech India Limited,
1400, Modi Tower, 98, Nehru Place ,
New Delhi – 11001913
Fax No. 011-26414282

Vendor Code : M0898
Type of Vendor : MSEs(Small)

Sub : Rate Contract for supply of Low Hydrogen Electrodes.

Ref : This office E-Procurement Tender No. NCL/SGR/MMD/216A1025/34 dtd. 09.07.2016 opened on 12.08.2016 (Tender ID: 2016_NCL_42339_1) for conclusion of Rate Contract for supply of Low Hydrogen Electrodes.

- : Your offer submitted on e-procurement portal (Bid ID : 124024 submitted on 10.08.2016)
- : Our letter No. NCL/SGR/MMD/216A1025/5735 dated 17.03.2017
- : Your Counter Offer acceptance letter No. MHIL/16-17/162 dtd. 17.03.2017

Dear Sirs,

With reference to above, we are pleased to enter into a Rate Contract with you for supply of Low Hydrogen Electrodes to various Projects of Northern Coalfields Limited, situated in the state of Madhya Pradesh and Uttar Pradesh as per prices indicated against each item and details given at Annexure- I, and in accordance with the terms and conditions detailed hereunder:-

1. **Rate Contract:-** This is a Rate Contract whereby the prices are FIXED but the quantity to be procured during the currency of this Rate Contract is not fixed and the same will be procured by the Direct Demanding Officers based on their actual requirement from time to time. Total off-take value against this RC valid for a period of two years is Rs. **91,99,955.62** as per project wise break-up given in Annexure II.
2. **Duration of Rate Contract:-** This Rate Contract will remain valid for a period of TWO YEARS from the date of issue. It will be binding on you for execution of orders placed by DDOs of various Projects of Northern Coalfields Limited, within the validity period of Rate Contract.
3. **Basis of Price:-** FOR destination basis including Packing & Forwarding , Freight & Insurance charges and FIRM till completion of entire delivery against all orders placed by DDOs within the validity of RC.
4. **Excise duty:-** Payable extra at actuals against documentary evidence. Present rate of Excise duty is 12.50% . Refund, Credit, if any, obtained shall be passed on to NCL, which shall be certified by your Auditor. You will also submit Excisable Invoice along with each supply for availing Cenvat Credit by NCL.
5. **Entry Tax :-** To be paid by NCL directly for supplies in MP Projects.
6. **Sales Tax:-** For MP Projects concessional CST will be paid extra as applicable at the time of supply against Form 'C' to be issued by Consignee/Paying authority. Present rate is 2%. For UP Projects VAT will be paid extra as applicable at the time of supply. The present rate is 5%.
7. **Supply Point :** From your works situated in UP State.
8. **Freight & Insurance charges:-** Inclusive.

9. Delivery period:- Within 8 to 10 weeks from the date of receipt of Supply Order from the DDOs. However, in case of urgency you shall make efforts to deliver the items at the earliest.

10. SECURITY DEPOSIT: You have to deposit Security Money for 10% (ten percent) of the of total estimated off-take value of Rs. 91,99,955.62 i.e. for Rs. 9,19,996.00 in the form of Bank Draft drawn in favour of **Northern Coalfields Ltd. payable at SBI, Morwa Branch (Code : 3767)**, Singrauli (MP) or at any scheduled bank located at MORWA, Singrauli (MP), or in the form of Bank Guarantee of any Scheduled Bank / Nationalized Bank in the prescribed format of NCL (**Annexure IV**) & it shall remain valid for a period of 27 months from the date of issue.

Note : In case, Security Deposit is submitted in the form of Bank Guarantee, the followings may pl be noted :

- i. The Bank Guarantees should be issued through Structured Financial Messaging System.
- ii. Beneficiary bank / branch IFSC Code: ICICI0003529 should be mentioned.
- iii. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889
- iv. If the Bank Guarantee is issued by ICICI Bank branches, the following may please be incorporated:

“We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before at ICICI Bank Ltd., Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889.”

You have to submit security deposit within two weeks time (15 days) from the date of the this Rate Contract .The security deposit will be released on successful completion of the Rate Contract.

11. Supply of Electrodes:- The electrodes to be supplied against the orders of DDOs be IS Marked and should not have been manufactured prior to more than 6 months from the date of supply. Copy of valid BIS marking license is to be submitted with each consignment

12. Payment term:- 100% payment will be made by the concerned Paying Authority of the consignee (As per Annexure-II) within 21 days of receipt & acceptance of materials or submission of bills, complete in all respects, whichever is later. The Payment will be made through EFT (Electronic Fund Transfer).

13. Banker's Name:- The Shamrao Vithal Co-Operative Bank Ltd., Branch – Nehru Place, New Delhi Account No. 125019940000001, IFSC Code :SVCB0000250.

14. Direct Demanding Officer / Paying Authority:- The Rate Contract will be operated by DDOs as per enclosed Annexure -III.

15. INSPECTION:

(a)Pre-Dispatch Inspection: NCL reserves its right to undertake pre-dispatch inspection at any time in respect of supplies against the rate contract . Manufacturers Batch test certificate giving details about physical /chemical and dimensional properties etc. tested at their works shall be submitted along with each supply in these cases.

(b) Final Inspection: - Will be carried out by the consignee after receipt of materials at our site . If found defective while in use the same may be sent to Govt. Approved / Govt. Test House for testing.

16. Shortages & Damages:- Any shortages or damages etc. reported by the consignee shall be replaced within 30 days of receipt of intimation. The consignee will take open delivery from the carriers in the event of any case is found damaged at the time of taking delivery. In case of shortages found in such cases, shortage certificate will be obtained by the consignee from the carriers and submitted to you.

17. Warranty/Guarantee:- You shall be fully responsible for the manufacturer's warranty in respect of proper design, quality, workmanship of the materials and their proper application for which these are intended. The shelf life of Electrodes shall be for a period of 12 months from the date of receipt and acceptance of electrodes at ultimate destination. You are also requested to certify that the supplied product shall meet the parameters with those quoted by you.

You will replace the defective electrodes at site, free of cost within 30 days after receipt of intimation to you. The composite warranty/ guarantee certificate should be submitted to the consignee along with each supply.

18. Technical Support and After Sale Services:- You will render technical services as and when required by the user. Failure on the part of supplier to do so will be recorded and appropriate action shall be taken as deemed fit.

19. Submission of Bills :

A. Following documents to be submitted to the Consignee:-

- i) Consignment Note.
- ii) Challan.
- iii) One copy of the Bill
- iv) Warranty/Guarantee Certificate.
- v) Batch /Manufacturers Test Certificate.
- vi) Any other documents specified in the Rate Contract/Supply Order.

B. Following documents should be submitted to the Paying Authority:-

- i) 100% bill in triplicate duly pre-receipted and stamped.
- ii) Copy of the Consignment Note/Warranty /Guarantee Certificate.
- iii) Price Certificate.
- iv) Excise documents as indicated in Rate Contract/Supply Order.
- v) Price Fall Clause Certificate.
- vi) Batch/Manufacturers Test Certificate.
- vii) Any other documents specified in the Rate Contract/Supply Order.

20. Mode of Despatch:- The stores should be despatched by ROAD TRANSPORT, Freight paid securely packed and insured in transit. All consignments should invariably be booked on "SELF" basis.

21. Packing:- Packing of all materials shall conform to the requirements of the carriers.

22. Liquidated Damage Clause:- In the event of failure to deliver the stores within the stipulated date/period in accordance with the specification mentioned in this Rate Contract order by DDOs and in the event of breach of the terms & conditions mentioned in the Rate Contract / order by DDOs NCL reserves its right -

a) To recover from you as agreed liquidated damages a sum not less than 0.5% (half percent) of the price of the material which you have not been able to supply the aforesaid for each week or part of a week during which the delivery of such stores may be in arrears subject to a ceiling of 10% (ten). Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division

OR

b) To purchase elsewhere after due notice to the supplier on the account and at the risk of defaulting supplier the stores not supplied or other of a similar description without canceling the supply order in respect of consignment not yet due for supply.

OR

c) To cancel the Rate Contract / supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also.

d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.

e) To forfeit security Deposit fully or partly, if any.

f) Whenever under this contract any some of money is recoverable from and payable by the supplier, Northern Coalfields Limited, shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay NCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase

23. Price certificate:- You are required to submit following certificate alongwith your bill :

"The price charged on landed basis under this Supply Order /bill is the lowest price and the same is as applicable to Other Govt. Deptt./Public Sector Undertakings/ other organizations including CIL and its subsidiaries/ other organizations.

24. Force Majeure Conditions:- If the execution of the contract/supply order is delayed beyond the period stipulated in the supply order as a result of outbreak of hostilities, declaration of an embargo or blockade or fire, flood, acts of nature or any other contingency beyond the suppliers control due to act of God, then NCL may allow such additional time by extending the delivery period as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by NCL, the supply order shall be read and understood as if it had contained from its inception the delivery date as extended. **Power failure will not be considered as Force Majeure Conditions.**

- a) You will advise, in the event of your having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay last out of force majeure, NCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
- b) For delay arising out of Force majeure, you will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither NCL nor you shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

25. Price Fall Clause:- The supplier has to undertake that it has not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / Systems or Subsystems was supplied by the Bidder to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

Failure in submission of aforesaid certificate by the contract holder, may result in with-holding of the payment of their bills against supply.

26. Marking:- The word "NCL" as well as manufacturer's distinctive identification mark / symbol must be clearly embossed / engraved / printed/stamped on the each packet invariably to be supplied by you.

27. Jurisdiction of Court:- Any dispute arising out of this Rate Contract will be subject to the jurisdiction of Singrauli District Court (MP).

28. Monthly statement of delivery:- You are requested to submit a statement in duplicate by the 5th of every month to the undersigned showing the execution of supply details for the preceding month in the format given below.:

| Sl. No | R/C No. & Date | SO No. & Date | Consignee's Name | Qty. ordered (Item-wise) | Qty. supplied (Item-wise) | Balance qty. to be supplied (Item-wise) |
|--------|----------------|---------------|------------------|--------------------------|---------------------------|---|
| | | | | | | |

29. Placement of Order:- The consignee/DDOs as per Annexure-II will place order directly on you for supply of stores covered under this Rate Contract for necessary execution of the same by you.

- 30. Parallel Rate Contract:-** NCL reserves the right to conclude parallel RC with other suppliers during the currency of this Rate Contract, NCL does not guarantee for the quantity to be purchased during the currency of this agreement. NCL reserves the right to purchase any quantity outside the contract in case of urgent demand arising out at any time during the contractual period.
- 31. Special Instructions:-** The orders received from DDOs will be completed on TOP PRIORITY. The consignee shall send one copy of the purchase order to you by Regd. Post.
- 32. Maintenance of Stock:-** In order to meet urgent demand as well as timely supply of materials against this Rate Contract at any time during the pendency of RC you are required to maintain sufficient stock. It should be noted that the purchaser will not be responsible to take over any quantity left with the supplier after termination of the contract, if any.
- 33. Risk Purchase:-** In the event of your failure to deliver or despatch the stores within the stipulated date / period of the Contract/ order, or in the event of breach of any of the terms and conditions mentioned in the Contract / order, NCL shall have the right to purchase the stores from elsewhere after due notice to you at your risk and cost. In the event of your failure as detailed above, the cost as per risk purchase exercise may be recovered from your bills against any other supplies pending in NCL and also in any other Subsidiary Companies / Coal India Limited.

This Rate Contract is the sole repository of Northern Coalfields Limited and shall be covered by the terms and conditions above and GENERAL TERMS & CONDITIONS OF SUPPLIES issued alongwith our "Invitation to tender and Instruction to the Tenderer".

The Rate Contract is concluded with the above terms & conditions. We enclose two copies of the contract, one of which should be returned to us within 15 days duly stamped and signed by you as a token of acceptance of this Rate Contract or else it will be construed that you have accepted this Rate Contract.

This Rate Contract is concluded with this acceptance. Please acknowledge the receipt.

Encl:-Annexure-I,II, III &IV

Yours faithfully,

(M M Sarewar)
Chief Manager (MM)

(N S Saini)
Chief Manager (MM)II

Copy to:-

Dir (T/O), NCL, Singrauli.
The Chief Vigilance Officer, Singrauli
The Chief General Manager / General Manager, Jhingurda/Bina/Kakri/ Khadia/ Dudhichua/ Jayant/CWS
Jayant/ Nigahi/Amlohri/ K'shilla
The General Manager (Fin.)/(Excv.)/(Stores), NCL, Singrauli.
Area Finance Manager / Area Purchase Cell, Jhingurdah/ Bina/ Kakri / Khadia/Dudhichua/Jayant/CWS
Jayant/ Nigahi/Amlohri/K'shilla
Staff Officer (Excv.), Jhingurda/Bina/Kakri/Khadia/Dudhichua/Jayant/CWS Jayant/
Nigahi/Amlohri./K'shilla
The Depot Officer, Regional Stores, Jhingurda/Bina/Kakri /Khadia/Dudhichua/ Jayant/ CWS Jayant/
Nigahi/Amlohri/ K'shilla
Progress Cell, Singrauli.
The CGM(MM)/GM(MM), CIL/CCL/BCCL/ECL/MCL/SECL/WCL/NECL/CPMDIL.
This issues with the approval of competent authority.

(M M Sarewar)
Chief Manager (MM)

(N S Saini)
Chief Manager (MM)II

ANNEXURE - I

| sl. no. for UP Project | Sl. no. for MP Project | Items as per offer | Description of items | Basic Unit price per (Rs./ No. |
|------------------------|------------------------|--------------------|--|--------------------------------|
| 1 | 7 | GM 18 | Type of electrode:- Joining electrode (Low Hydrogen Electrode), Specification/Standards:-IS-814:2004:EB5 426H3JX :E-7018 Description :- Joining of carbon and low alloy steel of heavy structures subject to dynamic and impact loading Application:-HEMMs, Heavy structures etc, Physical Properties:- UTS - 550-650 N/sq. mm, Elongation - 25 % minimum, Welding Position :- All Position, Size of electrode :- 3.15mm, Current(in Amps) :- 100-140 A,IS marked. | 3.00 |
| 2 | 8 | GM 18 | -do- Size of electrode :- 4.0 mm, Current(in Amps) :- 140-180A,IS marked. | 4.45 |
| 3 | 9 | GM 18 | -do- Size of electrode :- 5.0.0 mm, Current(in Amps) :- 180-240A ,IS marked. | 6.60 |
| 4 | 10 | GM 16 | Type of electrode:- Joining electrode (Low Hydrogen Electrode), Specification/Standards:-IS-814:2004:EB5424H3X :E-7016 Description :- Joining and surfacing/buffer laying of high tensile steel for joining low alloys and high tensile strength having superior moisture resistance ,impact resistance and ductility. Application:-HEMMs parts, Physical Properties:-UTS - 540-650 N/sq. mm, Elongation - 26 % minimum, Welding Position :- All Position, Size of electrode :- 3.15 mm, Current(in Amps) :- 100-140A,IS marked. | 2.97 |
| 5 | 11 | GM 16 | -do- Size of electrode :- 4.0 mm, Current(in Amps) :- 140-180A,IS marked. | 4.55 |
| 6 | 12 | GM 16 | -do- Size of electrode 5.0 mm, Current(in Amps) :- 180-240A,IS marked. | 6.82 |

N.B. :-Placement of order against this RC for item *sl. No. 1,2 & 3 (for UP projects) and corresponding sl. No.7, 8 & 9 (for MP projects) shall be for 20% requirement and for item sl. No. 4,5 & 6 (for UP projects and corresponding Sl. No. 10,11,12 for MP projects)it shall be for 100% requirement.*

(M M Sarewar)
Chief Manager (MM)

(N S Saini)
Chief Manager (MM)II

Annexure- II

The project wise break-up of off-take value for two years for 20% qty of item sl. No. 1,2 & 3 (for UP projects) and corresponding sl. No.7, 8 &9 (for MP projects) and 100% qty for item sl. No. 4,5 & 6 (for UP projects and corresponding Sl. No. 10,11,12 for MP projects) shall be as under:

| Project | Off-take Value for 02 years (Rs.) |
|---------------|-----------------------------------|
| Khadia | 892912.00 |
| Bina | 782051.70 |
| Kakri | 1727820.00 |
| Jayant | 1173136.00 |
| Nigahi | 965492.00 |
| Jhingurda | 689000.00 |
| Amlori | 869152.00 |
| CWS | 1420824.00 |
| Dudhichua | 566968.00 |
| Krishnashilla | 112599.92 |
| Total | 91,99,955.62 |

Note for DDOs :

- 1) The off-take mentioned is for the total currency period of Two Years of Rate Contract.
- 2) DDO are advised to restrict the procurement within the off-take limit specified for their project.
- 3) Placement of order for item Sl. No. 1,2 & 3 (for UP projects) and corresponding Sl. No. 7 ,8 & 9 should be made for 20% of the requirement by the consignee against this Rate Contract & balance 80% requirement is to be drawn from the other Rate Contract holder i.e. M/s Weld Alloy Products Ltd. Placement of order for item Sl. No. 4,5 &6 (for UP projects) and corresponding Sl. No. 10 ,11 & 12 should be made for 100% of the requirement by the consignee against this Rate Contract.
- 4) Supply orders to be placed against approved & financially concurred requirement and after obtaining necessary BC from the competent authority.

(M M Sarewar)
Chief Manager (MM)

(N.S. Saini)
Chief Manager (MM)II

ANNEXURE – III

Direct Demanding Officer/Paying Authority & Consignee/Destination Point:- As indicated below:-

| Sl. No | Name of the Consignee/ Direct Demanding Officer | Paying Authority | Sales Tax No. |
|---------------|--|--|---|
| 1 | The Depot Officer, Regional Stores, Jhingurda , NCL, PO Jhingurda Colliery, Dist: Singrauli: M.P – 486 889 | The Area Finance Manager, NCL, PO Jhingurda Colliery, Dist. Singrauli: M.P – 486 889 | CST/RWA/SDH/SRL/43(C) dt 15.11.97 MPST/RWA/SDH/159 dt 15.11.1979 |
| 2 | The Depot Officer, Regional Stores, Bina , NCL, PO Bina Colliery, Dist: Sonebhadra: U.P – 231220 | The Area Finance Manager, NCL PO Bina Colliery, Dist: Sonebhadra: U.P – 231220 | CST:RG/5002157 dt 27.1.76: UPST :RG/0008683 Dt 1.4.85 |
| 3 | The Depot Officer, Regional Stores, Jayant, NCL, PO Jayant Colliery, Dist: Singrauli: M.P – 486 890 | The Area Finance Manager, NCL, PO Jayant Colliery, Dist. Singrauli: M.P – 486 890 | CST/Sidhi/24(C) dt 15.11.79 : MPST- Sidhi(SGR)176 dt 15.11.79 |
| 4 | The Depot Officer, Regional Stores, Kakri , NCL, PO Bina Colliery, Dist: Sonebhadra U.P – 231220 | The Area Finance Manager, NCL, PO Bina Colliery, Dist. Sonebhadra: U.P – 231220 | CST:RG/5003919 : UPST :RG-0016174 |
| 5 | The Depot Officer, Regional Stores, Khadia , NCL, PO Khadia Colliery, Dist: Sonebhadra: U.P – 231222 | The Area Finance Manager, NCL, PO Khadia Colliery, Dist. Sonebhadra U.P – 231222 | CST:RG/50065/09 dt:23.04.86: UPST :RG/706 dt 1.1.80 |
| 6 | The Depot Officer, Regional Stores, Dudhichua NCL, PO Khadia Colliery, Dist: Sonebhadra: U.P – 231222 | The Area Finance Manager, NCL, PO Dudhichua Colliery, Dist. Sonebhadra U.P – 231222 | GR-0028572 (CST) 5006813 |
| 7 | The Depot Officer, Regional Stores, Amlohri, NCL, PO Amohri Colliery, Dist: Singrauli: M.P – 486887 | The Area Finance Manager, NCL, PO Amlohri Colliery, Dist. Singrauli M.P – 486 887 | CST/RWA/SDH/141 dt 22.11.86 : MPST RWA/SDH/SRL/604 dt 26.02.84 |
| 8 | The Depot Officer, Regional Stores, CWS, NCL, PO Jayant Colliery, Dist: Singrauli: M.P – 486890 | The Area Finance Manager, CWS Jayant NCL, PO Jayant Colliery, Dist. Singrauli M.P – 486890 | CST:/Sidhi/24 (C) dt 15.11.79: MPST SDH/SRL/176 dt 15.11.79 |
| 09 | The Depot Officer, Regional Stores, Nigahi , NCL, PO Nigahi Colliery, Dist: Singrauli: M.P 486 889 | The Area Finance Manager, NCL, Nigahi PO Nigahi Colliery, Dist. Singrauli M.P – 486 889 | CST/RWA/SDH/SRL/ 161, MPST/RWA/SDH/SRL/ 638 |

नार्दन कोल्डफिल्ड्स लिमिटेड
एक मिनी रत्न कम्पनी
सामग्री प्रबन्धक विभाग
पो० ओ० सिंगरौली कोलियरी
जिला सिंगरौली , म०प्र० ४८६८८९
फैक्स नं० ०७८०५-२६६३८८/२६६६४०



Northern Coalfields Limited
(A Mini Ratna Company)
PO- Singrauli Colliery,
Distt- Singrauli, MP- 486 889
(An ISO 14001,ISO 9001,OHSAS-18001 &
SA 8000 Certified Company)
Materials Management Wing
Tel : 07805-266413/256615



ANNEXURE-IV

FORMAT FOR BANK GUARANTEE FOR SECURITY

In consideration of M/s Northern Coalfields Limited (a subsidiary of Coal India Limited) Singrauli, PO- Singrauli Colliery, Distt. Singrauli (MP) (herein after called “the company”) having agreed to exempt M/s.....from the demand, under terms and conditions of an agreement/ order No.datemade between the company and the said contractor (s) for (Herein after called “ the said description of the agreement/ order”) of Security Deposit for the due fulfillment by the said contractors(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs.....(Rs.....) Only.

1. We,(indicate the name of the Bank with address) (Herein after referred to as “the Bank”) at the request of the contractor(s) do hereby undertake to pay to the company an amount not exceeding Rs.....against any loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.
2. We,(indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of breach by the said contractor (of any of the terms and conditions contained in the said agreement or by reason of the said contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to the company any money so demanded notwithstanding any dispute or disputes raised by the said contractor(s) in any suit or proceeding pending before any court or Tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said contractor (s) shall have not claim against us for making such payment.
4. We..... (Indicate the name of bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continued to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before thewe shall be discharged from all liability under this Guarantee thereafter.
5. We,(indicate the name of bank) further agree with the company..... to the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor(s) or for forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for

would, but for this provision, have effect of so relieving us all. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the bank shall pay to the company the said sum of Rs.....or such lesser sum as may then due to the company and the company may demand.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor(s).
7. The Bank has under its constitution power to give this Guarantee and Mr..... who has signed it on behalf of the Bank have authority to do so.
8. We,lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing.

Dated theday of.....

Signature of the authorized person
For and on behalf of the Bank

