

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,
Distt- Singrauli, MP- 486 889
(An ISO 14001,ISO 9001,OHSAS-18001 &
SA 8000 Certified Company)
Materials Management Wing
Tel : 07805-266413/256615



Ref: No.63634152 /215A1044/Medical Equipments/

Dated 03 /03/2017

FORMAL ORDER

To

M/s. Cryo Scientific Systems (Pvt.) Ltd.	Fax No.: 044-23821612
2/628, Rapid Nagar , Kunrathur High Road,	PCC: BY REGISTERED POST
Gerugambakkam,	Vendor Code : C0401
Chennai-602 101	

Sub :This office E-Procurement Tender No. NCL/SGR/MMD/ 215A1044/35 dtd. 13.07.2016 for procurement of Pharmacy Fridge , opened on 12.08.2016 (Tender ID:2016_NCL_42805_1)

Ref : Your offer submitted on e-procurement portal (Bid ID :123954 submitted on 10.08.2016)
:Your letter No. Cryo/Sales/16-17/010 dtd. 04.11.2016 , letter No. Cryo/Sales/16-17 dtd. 02.01.2017 and letter No. Cryo/Sales/16-17 dtd. 24.02.2017.

Dear Sirs,

With reference to the above, we hereby place our Formal Supply Order on you for supply of the following materials. The supply shall be governed by the specification, prices, terms & conditions mentioned here under and also unless otherwise specified as per General Terms & Conditions enclosed with the NIT.

SCOPE OF SUPPLY:

Sl. No.	Description	Quantity (in No)	Unit Basic Price (Rs.)	Ext. value (Rs.)
1	Your own make Pharmacy Fridge, 650 Ltrs capacity , Model - FRC-V-500 (Detailed Technical Specifications as per enclosed Annexure-I)	10	1,65,000.00	16,50,000.00
Total				16,50,000.00
Rs. Sixteen Lakhs Fifty Thousand Only				

TERMS & CONDITIONS:

PRICE BASE: Prices are on FOR destination basis inclusive of Packing & Forwarding charges. However, freight & Insurance charges shall be payable extra @6% on basis price i.e. Rs. 9900.00 for each fridge and other charges(on account of installation charges) shall be payable extra @Rs. 5000.00 inclusive of service tax, if any for each fridge for supply up to destination. The prices shall remain firm till completion of supplies.

EXCISE DUTY :- Shall be payable extra as applicable against documentary evidence . Present rate is 12.5%

SALES TAX:- CST shall be paid extra as applicable. Present rate is 14.50% .

Entry Tax : Entry Tax shall be paid directly by NCL to the Govt. Authority as applicable at the time of supply. Present rate is @1%.

Installation & Commissioning - Installation and commissioning of the equipment at site will be done by you free of cost. The Installation of Equipment will be done at Nehru Shatabdi Chikitsalaya, Jayant. Installation / Inspection Report to this effect would be issued by CMS, NCL, Singrauli or his authorized representative.

DELIVERY PERIOD:- Within 90 days from the date of issue of this supply order . Date of installation & commissioning of the fridge at consignee premises will be taken as the date of delivery . No materials should be supplied beyond the specified delivery period unless amendment for extension of delivery period is obtained from the purchaser i.e. NCL.

CONSIGNEE:-

The Chief of Medical Services (Stores), Nehru Shatabdi Chikitsalaya, Jayant, Northern Coalfields Limited, P.O.: Jayant Colliery, Distt.: Singrauli (M.P.)-486 890.
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SECURITY DEPOSIT: You will be required to submit Security deposit @ 10% of the total value of the equipments on FOR Destination (Landed Value including entry tax & CAMC charges) i.e. Rs. 2,68,815.00 at NSC, Jayant in the form of Demand Draft in favour of Northern Coalfields Limited payable at NSC, Jayant within 15 days of issue of supply order. The Security Deposit can also be submitted in the form of Bank Guarantee of any schedule Bank as per the format enclosed (**Annexure-II**) & it shall remain valid for a period of 09 months from the date of its 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.”

Security Money shall be refunded within 30 (thirty) days of satisfactory execution of the contract. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.

PAYMENT TERMS:

(i) For Equipments:-

- (a) 80% payment including all taxes and duties (except other charges on account of installation) shall be arranged by the concerned paying authority of the consignee **within 21 days** after delivery of the equipment along with accessories and receipt and acceptance of PBG @ 10% of order value and CAMC agreement or the date of submission of bill(s) whichever is later.
- (b) Balance 20% payment alongwith other charges on account of installation charges shall be released within 21 days after successful installation/ commissioning of the fridge.

(ii) For CAMC Charges:- Payment for CAMC charges is to be released on yearly basis within 21 days of submission of bill and on receipt of satisfactory compliance report from user hospital.

The payment shall be made by Electronic Fund Transfer (EFT) or e-payment/ Account Payee Cheque.

Bankers Name & Account No.:- State Bank of India, Branch –Ekkaduthangal, N5 Jawaharlal Nehru Goad
Chennai 600097 Tamilnadu . Account Type:- Cash Credit . Bank Account No. & IFSC Code:-
10565628369 & SBIN0004033

PAYING AUTHORITY:

The Area Finance Manager, Nehru Shatabdi Chikitsalaya, Jayant, Northern Coalfields Limited, P.O.:
Jayant Colliery, Distt.: Singrauli (M.P.)-486 890.

SUBMISSION OF BILLS: Initially bill for 80% amount with taxes & duties (except other charges on
account of installation) duly stamped and pre-receipted shall be submitted in triplicate to the Paying
Authority with the following documents:

- (i) Consignment Note.
- (ii) Challan.
- (iii) Copy of Bills.
- (iv) Guarantee/Warranty Certificate.
- (v) Performance Bank Guarantee @ 10%.
- (vi) Bi-partite CAMC Agreement.
- (vii) Copy of the Inspection Note.
- (viii) Any other document required as per order duly authenticated.

Note:- A set of above documents should be submitted to the consignee.

After installation & commissioning of fridges , bill for balance 20% amount with other charges on
account of installation , duly stamped and pre-receipted shall be submitted in triplicate to the Paying
Authority alongwith installation certificate.

PACKING: Consignment should be securely packed & marked as per standard practices/ BIS Norms to
withstand the rigorous of transport to prevent any loss/damage or pilferage in transit and ensure safe arrival at
destination.

MODE OF DESPATCH & ROAD PERMIT: Road transportation on Door Delivery basis at your risk. At
present no road permit is required to send the material for M.P. projects of NCL i.e. NSC, Jayant.

LOWEST PRICE CERTIFICATE: You shall certify on the body of each bill that the “prices charged are
the lowest and is the same as applicable to other Government departments / Public Sector Undertakings , CIL
and its subsidiaries & other Organisations”.

INSPECTION: Final Inspection shall be carried out by the consignee or his authorized
representative at the site of consignee and the same shall be final. The stores found defective or
not in accordance with the supply order specification will be rejected and intimated for free
replacement within 30 (thirty) days from the date of intimation.

RISK PURCHASE: In the event of failure of supplier to deliver or dispatch the stores within the
stipulated date / period of the supply order, or in the event of breach of any of the terms and conditions
mentioned in the supply order, Northern Coalfields Limited have the right to purchase the stores from
elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is
mentioned clearly that in the event of failure of the supplier as detailed above, the cost as per risk
purchase exercise may be recovered from the bills against any other supplies pending at NCL and also in
any other Subsidiary Company/Coal India Ltd.

LIQUIDATED DAMAGE CLAUSE: In the event of failure to deliver or dispatch the stores within the
stipulated date/period in accordance with the samples and/or specification mentioned in the supply order
and in the event of breach of any of the terms & conditions mentioned in the supply order, NCL shall
have the right:

- a. To recover from the successful tenderer as agreed liquidated damages, a sum of 0.5% (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (ten percent). Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division
- b. To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply or
- c. To cancel the 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 agreed liquidated damage referred to in clause (a) above,
- e. To forfeit the security deposit fully or partly
- f. Whenever under this contract, a sum of money is recoverable from and payable to the suppliers, NCL shall be entitled to recover such sum by appropriating in part or in whole for deducting any sum or at any time thereafter may become due to the successful tenderer in this or any contract should this sum be not sufficient to cover 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.

FORCE MAJEURE: If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockage or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then the NCL may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and its decision in this regard shall be final. If and when additional time is granted by the purchaser, the contract/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 a force majeure conditions.

- (a) The successful bidder will advise, in the event of his 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, the bidder will not claim any extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither NCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

Comprehensive Annual Maintenance Contract(CAMC)

The following will be the charges for CAMC for 05 years will start after successful completion of 02 years warranty period ;

CAMC charges for	1 st Year (after warrantee period of 02 years)	2 nd Year	3 rd Year	4 th Year	5 th Year
CAMC charges for Pharmacy Fridge /No	6000.00	6000.00	7000.00	7000.00	8000.00

Service Tax as applicable during CAMC period shall be paid extra. Present rate is 15.00%.

The scope of work and penalty clause of this CAMC will be as under:-

1. The CAMC will be effective from the day after successful completion of warranty/guarantee period of 02 years. Minimum 04 visits /annum (quarterly basis) is to be done with unlimited breakdown call to be attended. .

(a) If the breakdown is attended and rectified within 120 hours (5 days) at our site, no penalty/deduction will be made from the CAMC bill.

(b) If it is not rectified within 120 hours (5 days) i.e. stipulated period at our site, deduction will be made @ double the prorata basis CAMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days.

(c) If the problems are required to be rectified at Principal/Dealer's /Indian Agent's site/workshop/premises, additional 7 days period will be allowed i.e. total 12 days from the date of initial break down report. Normal CAMC charges for additional 7 days period will be deducted from the bills of CAMC on prorata basis. If the equipment is not made available in all respect after rectification from the dealer's/Indian agent site / premises within 12 days, there will be a provision to deduct @ double the CAMC charges/day on prorata basis from the bills for the delayed period.

2. CAMC will be comprehensive and include supply of spare parts & other overhead costs with maintainance back-up , fitment, maintenance , repair of equipment , its part and accessories . Arrangement of spares will be the sole responsibility of the firm for which no extra charges will be paid to the party by NCL, as it has already been incorporated in CAMC Charges.

3. In the event of failure of the to execute the CAMC as per agreed NIT terms and conditions, the entire responsibility to execute the CAMC will be on your account.

4. In case the Principal/OEM changes the Dealer/Indian Agent, it will be the sole responsibility of the Principal/OEM to communicate the same immediately to NCL management to get the CAMC executed uninterrupted through their re-appointed/nominated Dealer/Indian Agent till CAMC period as per NIT. It will be the sole responsibility of the Principal/OEM to ensure that there is no discontinuation of the CAMC due to change/re-appointment of dealer / Indian agent etc. CMS NCL or his authorized representative will represent NCL for agreement and its further renewals.

PRICE FALL CLAUSE: You have to furnish undertaking that you have not supplied / is not supplying similar product/systems or subsystems at a price lower than that ordered rate to 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 you 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 you to NCL.

WARRANTY/GUARANTEE: You will give a warranty/guarantee for satisfactory performance of the supplied materials for a period of 24 months from the date of installation & commissioning or 30 months from the date of receipt and acceptance at consignee's end whoever is earlier . You should be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement or renewal shall be made by the supplier 100% free of cost without any extra cost to Northern Coalfields Limited. The new goods should be supplied on FOR destination basis free of cost.

Warranty replacement should be completed within a reasonable period maximum within one month from the date of claim for Indigenous goods and within three months from the date of claim for Imported goods free of cost up to ultimate Consignee's end. All cases of warranty replacements will be decided on the basis of joint inspection of the failed goods held between the user's representative and the supplier's representative.

PERFORMANCE BANK GUARANTEE (PBG): You are required to submit the Performance Bank Guarantee for 10% of the total value of the equipment on landed basis inclusive of applicable taxes & duties i.e. Rs. 2,68,815.00 at NSC, Jayant. The performance guarantee for 10% (ten percent) of order value will be taken in the form of a Bank Guarantee in Prescribed Format (**Annexure-III enclosed**) valid for warranty period of two years + CAMC period of 05 years + 03 months (i.e. for 87 months) from the date of Installation/Commissioning of the Equipment at site to cover both satisfactory performance and warranty period.

You shall have the option to get converted the Security Deposit amount into the Performance Bank Guarantee or submit Performance Bank Guarantee separately. In case you get the security deposit converted into Performance Bank Guarantee and security deposit is less than the required Performance Bank Guarantee amount, you shall have to submit the separate Performance Bank Guarantee for the additional required amount. In case Performance Bank Guarantee is submitted separately, security deposit shall be released against submission of Performance Bank Guarantee.

The Performance Bank Guarantee shall be released after fulfillment of all contractual obligation including warranty / guarantee conditions stipulated in the contract. For unsatisfactory performance and/or contractual failure, NCL shall have the full right to invoke/encash the Performance Bank Guarantee.

The Performance Bank Guarantee shall be issued by a scheduled Bank in the format attached as Annexure-III and shall be irrevocable and unconditional and NCL shall have the powers to invoke/encash it notwithstanding any dispute or difference between supplier and NCL pending before the court, tribunal, arbitrator or any other authority.

Note : In respect to submission of Performance Bank Guarantee ,following 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.”

In case, Security Money has been submitted in the form of Bank Guarantee, the same may be converted in to performance bank guarantee (PBG) for Equipment as well as towards CAMC. PBG should not be less than 10% of landed value of order.

IDENTIFICATION MARK:-The word ‘NCL’ and Manufacturer’s distinctive identification mark /symbol must be clearly embossed / punched / engraved on the equipment at a visible place, which is not subjected to normal wear and tear, for convenience of identification any time.

Manufacturer Test Certificate: Manufacturer’s test certificate must be enclosed along with supplies.

Jurisdiction of Court:- Any dispute arising out of this order will be subject to the jurisdiction of Singrauli Dist. Court (MP) only.

This order is also governed by the General Terms & Conditions of supply of stores enclosed with the NIT and all the terms & conditions thereof will be applicable unless otherwise specified in this order.

Ref: No.63634 /215A1044/Medical Equipments/
M/s. Cryo Scientific Systems (Pvt.) Ltd.

Dated /03/2017

You are requested to kindly acknowledge receipt and acceptance of order within 15 (Fifteen) days of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you.

Yours faithfully,

(M.M. Sarewar)
Chief Manager (MM)

(N S Saini)
Chief Manager(MM)II

For and on behalf of Northern Coalfields Limited Singrauli.

Encl:-

1. Technical Specification – Annexure-I.
2. Format for Bank Guarantee for Security – Annexure-II.
3. Bank Guarantee Format for Performance Bank Guarantee – Annexure-III.

Copy forwarded to:-

1. The Chief Vigilance Officer, NCL, Singrauli.
2. CMS ,NCL,NSC Jayant
3. Consignee: The C.M.S.(Stores), NCL, NSC, Jayant.
4. Paying Authority: The Area Finance Manager, NCL, NSC, Jayant.
5. The GM (Fin)/GM (MM)/HOD, NCL, Singrauli.
6. Progress Cell, MM Deptt., Singrauli.
7. The GM, NCL Desk Office, 44 Park Street, Kolkata-700016.
8. The GM (MM)/I/c, BCCL/ECL/CCL/MCL/SECL/WCL/CMPDIL/CIL.

B.C. No. : Budget certified by NCL HQ for Rs. 26,88,150.30 from Medical Eqpt. Fund kept at Hq vide ref no. NCL/HQ/C&B/Capital/Medical Eqpt./2017-18/01 dtd. 27.02.2017

FC No. : FC for Rs. 26,88,150.30 given vide ref no. NCL/HQ/FC/2017-18/Capital/Medical Eqpt./01 dtd. 27.02.2017.
This issues with the approval of competent authority.

(M.M. Sarewar)
Chief Manager (MM)

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

For and on behalf of Northern Coalfields Limited

नार्दन कोल्डफिल्ड्स लिमिटेड
एक मिनी रत्न कम्पनी
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जिला सिंगरौली , म०प्र० ४८६८८९
फैक्स नं० ०७८०५-२६६३८८ /२६६६४०



Northern Coalfields Limited
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(An ISO 14001, ISO 9001, OHSAS-18001 &
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Materials Management Wing
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ANNEXURE-I

Ref: No.63634 /215A1044/Medical Equipments/
M/s. Cryo Scientific Systems (Pvt.) Ltd.

Dated /03/2017

Detailed technical specifications

- Capacity 650 Liters .
- Inner Dimension (MM) : 600(w)X685(D)X1588(H)
- Outer Dimension (MM) : 690(w)X800(D)X2092(H)
- Forced air circulation for uniform temperature and fast door opening recovery.
1 Minutes Door Opening Recovery to +4°C.(Minutes):within 6 Minutes or less.
- Heat-free defrost for maximum uniformity & Bright, LED interior lighting
- Four casters, front two are lockable
- Approximately 1" (2.5cm) insulated access port
- Stainless steel, full extendable and adjustable drawers
- Should have Temp Test electronic probe/alarm test
- Should have self-closing door with 90° stop.
- Should have defrost Method through microprocessor controlled .
- Built-in Standard Electronic chart Recorder
- Should have Shelves / Capacity: 6 drawers or more
- **Should have CE & WHO-GMP certificates**

Make & Model : Own make, Model : FRC-V-500

(M.M. Sarewar)
Chief Manager (MM)

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

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SA 8000 Certified Company)
Materials Management Wing
Tel : 07805-266413/256615



ANNEXURE-II

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 contractor(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

नार्दन कोल्डफिल्ड्स लिमिटेड
एक मिनी रत्न कम्पनी
सामग्री प्रबन्धक विभाग
पो 0 ओ 0 सिंगरौली कोलियरी
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ANNEXURE-III

FORMAT FOR PERFORMANCE GUARANTEE

M/sa company having its office at..... (hereinafter called the supplier) has entered into a Contract No.....with Northern Coalfields Limited (hereinafter called the Purchaser) to supply equipment on the terms and conditions contained in the said contract.

It has been agreed that hundred percent (100%) payment of the value of the contract will be made to the Supplier in terms of the said Contract on the seller furnishing to the Purchaser, a Bank Guarantee for the sum of Rs.....equivalent to 10% of the value of the contract by the seller, as Security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by purchaser by reason of any breach by the said supplier of any of the terms or conditions contained in the said contract.

1. We,.....Bank Ltd. do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Supplier of any of the terms or conditions contained in the said contract or by reason of the Supplier's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between purchaser and the supplier regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding
2. We,Bank Ltd further agree that the guarantee herein contained shall come into force from the date here of and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said Contract have been fully paid and its claims satisfied or purchaser certifies that the terms and condition of the said Contract have been fully and properly carried out by the said Supplier and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the(date to be given) months from the date of the Bank Guarantee, we shall be discharged from all liability under this guarantee thereafter.
3. We, Bank Ltd. further agree with said Purchaser that the Purchaser 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 contract/ agreement or to extend time of performance by the said Supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance act or omission on the part of the purchaser or any indulgence by the Purchaser, to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the said supplier beyond the period specified above, the Bank shall pay to the Purchaser the

said sum of Rs..... (Specify the amount) or such lesser sum as may then be due to the purchaser and as the Purchaser may demand.

4. We.....Bank Ltd lastly undertake not revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.
5. The Bank has under its constitution power to given this guarantee and Mr. , Manager, who has signed it on behalf of the Bank has authority to do so.
6. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

DatedDay of.....

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