

ANNEXURE –E

FORMAT OF BANK GUARANTEE FOR SECURITY

In consideration of M/s. North Eastern Coalfields Limited ,Coal India Limited PO - Margherita , Dist.- Tinsukia (ASSAM) (hereinafter called the Company) having agreed to exempt M/s. _____

from the demand, under terms and conditions of an agreement/order

No. _____ date

_____ made between the company and
the said contractor(s) for

_____ (Hereinafter 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..... (Rupees..... Only).

1. We _____ (indicate the name of the Bank with address) (Hereinafter 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 the 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. T he 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 no claim against us for making such payment.
4. We _____ (indicate the name of the 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 the _____ (Date).we shall be discharged from all liability under this Guarantee thereafter.

5. We _____(indicate the name of the Bank) further agree with the company

_____o 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 on enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor (s) or b y 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 . T he 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. T his Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor (s) .

7. T he 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

SEAL of the
BANK