

कोल इंडिया लिमिटेड

(एक महारत्न कंपनी)

सामग्री प्रबंधन विभाग

कोल भवन, प्लॉट सं.-ए.एफ-३, एक्शन एरिया-१ए

न्यू टाउन, राजरहाट, कोलकाता - ७००१५६

फ़ोन: ०३३-२३२४ ४१२७, फ़ैक्स: ०३३-२३२४ ४११५

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संक्र०: CIL/C2D/Purchase Manual 2020/Amendment/68

दिनांक: 29.04.2021

Amendment - 11

कार्यालय आदेश

विषय: Amendment to Annexure-19 “Security Deposit Bank Guarantee Format” and Annexure-20 “Performance Bank Guarantee Format” of CIL’s Purchase Manual 2020

The Annexures-19 & 20 of CIL’s Purchase Manual, 2020 regarding “Security Deposit Bank Guarantee Format” and “Performance Bank Guarantee Format” respectively, are hereby amended. The revised formats for both these Annexures are enclosed herewith.

This is being issued for information and implementation.

This is issued with the approval of Competent Authority.

तुषार 29/4/21

कार्यकारी निदेशक (सामग्री एवं संविदा)

सुधा

वितरण:

१. अ.प्र.नि, बीसीसीएल/सीसीएल/सीएमपीडीआईएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
२. निदेशक (तकनीकी)/निदेशक (कार्मिक)/निदेशक (वित्त)/निदेशक (विपणन), सीआईएल
३. निदेशक(तक.)-पी&पी/सं, बीसीसीएल/सीसीएल/सीएमपीडीआईएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
४. मुख्य सतर्कता अधिकारी, सीआईएल
५. कार्यकारी निदेशक (समन्वय) / अध्यक्ष के तकनीकी सचिव, सीआईएल
६. कार्यकारी निदेशक (ईईडी) / कार्यकारी निदेशक (एस&आर), सीआईएल
७. महाप्रबंधक(वित्त)/महाप्रबंधक(प्रशासन)/महाप्रबंधक(ईईडी)/महाप्रबंधक(उत्पादन)/महाप्रबंधक(सिविल)/महाप्रबंधक(सीएमसी)/महाप्रबंधक(सीवी)/महाप्रबंधक(कोवी)/महाप्रबंधक(प्रणाली)/महाप्रबंधक(ई&टी), सीआईएल
८. महाप्रबंधक (सा.प्र), बीसीसीएल/सीसीएल/सीएमपीडीआईएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
९. महाप्रबंधक(उत्खनन/ई&एम), बीसीसीएल/सीसीएल/सीएमपीडीआईएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
१०. महाप्रबंधक (वित्त), बीसीसीएल/सीसीएल/सीएमपीडीआईएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
११. महाप्रबंधक, एनईसी
१२. सा.प्र विभाग, सी.आई.एल के सभी अधिकारीगण

Chapter-10
Annexure-19
(Clause 10.3.10.1)

Security Deposit Bank Guarantee Format

..... (Name & address of the Purchaser
..... Company)

Re : Bank Guarantee in respect of Notification of Award / Purchase Order vide no. dated between (Name of Purchaser Company) and (Name of Supplier Company)

Messersa Company / Firm having its office at No. (hereinafter called 'the Contractor') has received the Notification of Award / Purchase Order vide no.dated..... (hereinafter called 'the said Agreement') with(Name of the Purchaser Company) (hereinafter called 'the Company') to supply..... stores/ materials amounting to Rs.on the terms and conditions contained in the said Notification of Award / Purchase Order.

The..... (Name of the Bank) (hereinafter called 'the Bank') having its office at..... has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We.....(Name of the Bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs..... or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the Company to compel such payment by the Contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor 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 the Company and the Contractor regarding the claim.

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said Agreement which is likely to be the day of..... but if the period of Agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs....., or such lesser amount out of the said sum of Rs.....as maybe due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in



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respect of the said sum of Rs..... are fully satisfied and the Company certifies that the Agreement has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time for performance of the said Agreement 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 contractor and to forbear to enforce any of the terms and conditions relating to the said Agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

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 be due to the Company and as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till the..... day of 20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and.....
[(Name of the person(s)] who have signed it on behalf of the Bank has authority to do so.

Dated this.....day of20.....
Place.....

Signature of the authorized person(s)
For and on behalf of the Bank.



Chapter-10
Annexure-20
(Clause 10.3.11.3)

Performance Bank Guarantee Format

..... (Name & address of the concerned subsidiary
..... Company / Purchaser Company)

Re: Bank Guarantee in respect of Agreement / Contract vide no. dated between Coal India Ltd. on behalf of (Name of concerned subsidiary Company) and (Name of Supplier Company) {applicable for CIL Contracts}

Or

Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no. dated between..... (Name of Purchaser Company) and (Name of Supplier Company) {applicable for subsidiary contracts/Purchase Orders}

Messersa Company / Firm having its office at No. (hereinafter called 'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no. dated (hereinafter called 'the said Agreement') with Coal India Limited, Kolkata on behalf of / Purchaser Company (Name of the concerned subsidiary Company) (hereinafter called 'the Company') to supply stores/ materials amounting to Rs.on the terms and conditions contained in the said Agreement.

The..... (Name of the Bank) (hereinafter called 'the Bank') having its office at..... has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We.....(Name of the Bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs..... or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the Company to compel such payment by the Contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor 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 the Company and the Contractor regarding the claim.

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said Agreement which is likely to be the day of..... but if the period of Agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs....., or such



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lesser amount out of the said sum of Rs.....as maybe due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... are fully satisfied and the Company certifies that the Agreement has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time for performance of the said Agreement 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 contractor and to forbear to enforce any of the terms and conditions relating to the said Agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

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 be due to the Company and as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs.....only. The guarantee shall remain in force till the.....day of20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and.....
[[Name of the person(s)] who have signed it on behalf of the Bank has authority to do so.

Dated this.....day of20.....
Place.....

Signature of the authorized person(s)
For and on behalf of the Bank.



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