

M/F

Supply order No. 21000114918042 dt. 13.07.2018 placed on M/s EXIDE INDUSTRIES LTD



(Under jurisdiction of Nagpur court only)  
**WESTERN COALFIELDS LIMITED**  
(A subsidiary of Coal India Limited & A Government of India Enterprise)

Office of the General Manager(MM)  
Materials Management Department,  
Coal Estate, Civil Lines  
Nagpur 440 001

Ph. PBX : 0712 - 2511381,  
2510691 EXT 5824  
Fax : 0712 - 2510284  
Website : westerncoal.gov.in

Supply Order No: 21000114918042

DT: 13.07.2018

To  
EXIDE INDUSTRIES LTD.  
Oldham Division, Mount Hotel Annexe  
Mount Road Extension, P.O. Box No. 79  
Nagpur - 440 001, Maharashtra  
Phone : (0712) 2533426 (Off.)  
Fax: (0712) 2591479 / 2563324  
Email : [SanyalK@exide.co.in](mailto:SanyalK@exide.co.in), [CharlesDsa@exide.co.in](mailto:CharlesDsa@exide.co.in)

Regd Post  
Vendor Code: 516465  
Vendor Category: Dealer

Sub: Formal supply order for Supply of Intrinsically safe cum weatherproof Miners Safety Cap Lamp with LED light source and Li ion Battery and charging Rack for the Cap Lamps

Ref:

1. Tender ref: WCL-hq-pur-ra-kdp-e-080-2017-18 for Supply of Intrinsically safe cum weatherproof miner's safety cap lamp with LED light source & Li-ion battery and charging rack for the Cap Lamps (tender ID - 2017\_WCL\_83156\_1)
2. Your offer against the above tender vide Bid ID no: 239579 dated 28.11.2017
3. Your email dated 07.06.2018 for validity extension

Dear Sir,

With reference to the above, we are pleased to place formal Supply Order on you for supply of intrinsically safe cum weatherproof Miner's Safety Cap Lamp with LED light source and Li ion Battery and charging Rack for the Cap Lamps as per the Price, quantity, specification, terms and conditions detailed below and general terms and conditions enclosed:

1. DESCRIPTION OF STORES AND PRICES:

| Sl no: | Description   | Basic rate (Rs) | Quantity (no) | Extended rate (Rs) |
|--------|---|-----------------|---------------|--------------------|
| i      | DGMS approved ' Intrinsically safe cum weatherproof Miner's Safety Cap Lamp complete assembly (with LED light source+Li-ion Battery+Cable+Head Piece) as per detailed specifications enclosed in Annexure I Model - Smartlite - L | 1683.00         | 3460          | 58,23,180.00       |

*Kuldeep*  
13/7/2018

*[Signature]*  
13/7/18

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|                                      |   |          |    |              |
|--------------------------------------|---|----------|----|--------------|
|                                      | Make - Industrial precision products<br>HSN code - 85131030<br>Item code - 93940100013  |          |    |              |
| ii                                   | Charging Rack for the above Cap Lamp (Battery) compatible for the above cap lamps as per detailed specifications enclosed in Annexure I<br>HSN code - 84289090<br>Item code - 93940100052 | 31980.00 | 29 | 9,27,420.00  |
| Total                                |   |          |    | 67,50,600.00 |
| Add GST @ 18%                        |   |          |    | 12,15,108.00 |
| Total before input tax credit on GST |   |          |    | 79,65,708.00 |
| Less input tax credit on GST         |   |          |    | 12,15,108.00 |
| Total after input tax credit on GST  |   |          |    | 67,50,600.00 |

(Total order value in words: Rs Seventy nine lakhs sixty five thousand seven hundred and eight Only)

DETAILED SPECIFICATION:- Detailed specification as per Annexure - 'I' enclosed.

**Terms and conditions:**

**Clause No.1A. Provision for increase in order quantity:**

WCL reserves the right to increase the ordered quantity above as detailed in the table below through a separate amendment:

| SI no: | Description  | Current ordered quantity (No:s) | ordered quantity may be increased upto tendered quantity indicated below (No:s) |
|--------|--|---------------------------------|---|
| i      | DGMS approved Intrinsically safe cum weatherproof Miner's Safety Cap Lamp complete assembly (with LED light source+Li-ion Battery+Cable+Head Piece) as per detailed specifications enclosed in Annexure I<br>Model - Smartlite - L<br>HSN code - 85131030<br>Item code - 93940100013 | 3460                            | 4325  |
| ii     | Charging Rack for the above Cap Lamp (Battery) compatible for the above cap lamps as per detailed specifications enclosed in Annexure I<br>HSN code - 84289090<br>Item code - 93940100052  | 29                              | 36  |

**Clause No.2. PRICES:** Prices are FIRM & on FOR Destination basis including Packing, forwarding, freight and insurance charges. Safe arrival of the consignment at destination shall be your responsibility.

**Clause No.3. GST:-** Shall be payable extra as legally applicable within the stipulated delivery period of the contract. Current rate applicable is @ 18%. You shall raise GST compliant invoice enabling WCL to avail

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input tax credit as per GST rule. The GST invoice shall clearly indicate the 8 digit HSN code for the ordered item. The GST registration number applicable for the supplies to be made by you which shall be mentioned in the GST invoice is 19AAACE6641E1ZS. In case of any failure on account of the supplier, the penalty including interest if any, borne by WCL on input tax credit shall be recovered from you.  
GST no: of WCL - 27AAACW1578L1ZW

**Clause No.4: DELIVERY:-** The ordered quantity shall be supplied within 4(four) months. The delivery period shall be reckoned from 7th (Seventh) day of order date.

**Clause No.5: TRANSPORTATION:-** Transportation by road shall be arranged by you on freight paid basis. Safe arrival of the consignment at consignee stores shall be your responsibility.

**Clause No.6 : CONSIGNEE PARTICULARS:**

Depot Officer, Central Stores, Tadali  
Western Coalfields Limited  
At Urjagram, PO: Tadali, Dist: Chandrapur (MS)- 442406  
Phone no: 07172- 237076, Fax no: 07172- 237295  
TIN NO: 27780000004V dt. 01-04-2006  
CST NO: 27780000004C dt. 01-04-2006  
CE Registration No.: AAACW1578LEM080  
(Range- V, Division- I, Commissionerate- Nagpur)

**Clause No.7: Paying Authority:-** General Manager (Fin), WCL, HQ,

**Clause No.8: TERMS OF PAYMENT:-**

I. Payment for 80% of the Invoice value shall be made within 21 days from the date of receipt and acceptance of the materials at the Consignee stores and against submission of confirmed security deposit & Performance bank guarantee and acceptance of same by WCL and submission of bills whichever is later.

II. Payment for balance 20% of the Invoice value shall be made within 21 days after successful commissioning of the equipment at the allocated locations after submission of satisfactory installation commissioning certificate issued by the end users

Details of bank account for payment through Electronic Fund Transfer are as given below:

|                                   |                                   |
|-----------------------------------|-----------------------------------|
| Name of the Bank and Branch       | HDFC BANK LIMITED, STEPHEN HOUSE, |
| Address of the Branch of the Bank | 4 B B D BAG, KOLKATA – 700 001    |
| Account Number                    | 00080110000028                    |
| Nature of Account                 | CURRENT                           |
| IFS Code of the Branch            | HDFC000008                        |

**Clause No. 9 : SUBMISSION OF BILLS:-** Your bill(s) in quadruplicate duly pre - receipted, stamped and signed by the authorized signatory shall be submitted to the consignee along with the following documents.

1. Delivery Challan in original.
2. GST compliant Invoice

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3. Eway bill (if applicable) – In the event the delivery of goods by the supplier is on FOR destination basis, the movement of the goods is to be initiated by the supplier and the supplier is liable to issue e-way bill.
4. Guarantee / Warranty Certificate.
5. Consignment note
6. Packing list in original giving details of materials, if any
7. Self attested copy of valid BIS License for use of standard BIS mark on the cable/ DGMS approval if applicable.
8. Certificate on the body of each bill to the following effect:-

“Certified that the items supplied included in this bill/invoice are of own make have been actually manufactured in our works at. . . . (address of the factory).”

9. Any other document required as per technical specification or indicated elsewhere in the order.

Note:-

Copy of each of the above bill(s) along with copies of each documents must be submitted to the GM(MM) I/C WCL, HQ. Nagpur-440001.

**Clause No.10: INSPECTION CLAUSE:**

Final Inspection of the consignment shall be carried out at the destination stores, which will be arranged by the consignee on receipt of stores.

**Clause no. 11 : GUARANTEE/WARRANTY:-** You shall give composite guarantee / warranty of satisfactory performance of the complete equipment (along with accessories including battery) for a period of 3 years from the date of supply.

The supplier shall be responsible for any defects that they develop under the conditions provided for by the NIT / contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to WCL.

A certificate to this effect shall be submitted by your along with submission of bills.

**Clause No. 12: Security Deposit:** You shall have to furnish the security deposit amount of Rs.7,96,571.00 (Seven lakhs ninety six thousand five hundred and seventy one only) in the form of Demand Draft or Bank Guarantee (as per format given) of any scheduled / Nationalized bank i.e. 10% ( ten percent ) value of the awarded contract ( landed value ) without having any ceiling within 15 days time from the date of supply order. The BG shall be encashable at Nagpur and valid for a minimum period of 3 months beyond the stipulated delivery period.

The Bank Guarantee issued by the issuing bank on behalf of the supplier in the favour of Western Coalfields Ltd shall be in paper form as well as issued under “Structured financial messaging system”. The details of beneficiary for issue of BG under SFMS platform is furnished below:

|                                       |  |
|---------------------------------------|--|
| Name of beneficiary and details       |  |
| Name                                  | Western Coalfields Ltd                       |
| Area                                  | Head Quarter                                 |
| Bank A/c No: / Cust ID of beneficiary | ICICI Bank Ltd,<br>Vishnu Vaibhav, 222, Palm |

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*Handwritten signature and date 13/7/18*

|                            |  |
|----------------------------|--|
|                            | Road,<br>Civil Lines,<br>Nagpur              |
| IFSC code                  | ICIC0000059                                  |
| Bank Manager Name & Ph no: | Hrushikesh Sakalkale<br>Ph n: +91-9923202096 |

- The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following address by Registered post /AD.  
General Manager (MM) I/c  
Materials Management Wing  
Western coalfields ltd HQ  
Coal Estate, Civil lines  
Nagpur – 440001  
Maharashtra
- Any extension / amendments to the BG shall be done following the same procedure as above.

**Clause No. 13: Performance Bank guarantee:-** You shall have to furnish the PBG amount of Rs.7,96,571.00 (Seven lakhs ninety six thousand five hundred and seventy one only) in the form of Demand Draft or Bank Guarantee of any scheduled / Nationalized bank for 10% ( ten percent ) value of the awarded contract ( landed value ) which shall remain valid for a period of 39 months from the date of supply to cover the warranty terms and period as stipulated above. If required the period of PBG shall be suitably extended to meet the guarantee / warranty period. The PBG shall be as per format provided and encashable at Nagpur and shall be issued as per procedure indicated in clause 12. No payment will be made without submission of the performance bank guarantee.

- Security Money may be converted into performance bank guarantee (PBG) as per NIT provisions.

**Clause No. 14 : LIQUIDATED DAMAGES:-** In the event of failure to deliver the stores within the stipulated date / period in accordance with the samples and / or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Limited and / or its subsidiary Companies should have the right :-

- a. To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the price of the store which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10 %. 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 from 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 a similar description without cancelling the supply order in respect of consignment not yet due for supply or
- c. To cancel the supply order or a portion thereof, and if so desired, to purchase the store at the risk and cost of the defaulting supplier and also
- d. To extend the delivery period with or without imposition of Liquidated Damages as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated

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- damages referred to clause (a) above.
- e. To any available Bank Guarantee/ Security Deposit for recovery of the penalty.
  - f. Whenever under the contract a sum of money is recoverable from and payable by the supplier, Western 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, with Western Coalfields Limited. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay to Western Coalfields Limited, on demand the remaining balance.
  - g. The supplier shall not be entitled to any gain on any such purchase.

**Clause no. 15: RISK PURCHASE CLAUSE:-** As per Liquidated Damages Clause No. 14.

**Clause no. 16: FORCE MAJEURE CLAUSE:-** 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 any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers' control due to act of God then Western Coalfields Limited may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the CIL and its subsidiary companies, the contract / supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

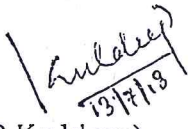
**Clause No. 17: PACKING:-** Packing as per clause No. 18 of Annexure – II i.e. general terms and conditions.

**Clause No. 18: PRICE FALL CLAUSE:** You have undertaken in your offer that you have not supplied / are not supplying similar products/ systems or sub-systems at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU and if it is found that at any stage that similar product/ systems or sub-systems was supplied by you to any other Ministry/ Department of the Government of India or a PSU at a lower price, than at that very price, with due allowance for the elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to WCL, if the contract has already been concluded.


**Clause No. 19 PRICE CERTIFICATE:** A Price Certificate shall be submitted by you along with the invoice / on the body of the invoice as under: "Certified that we have not supplied / are not supplying similar products/ systems or sub-systems at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU."

**Clause No. 20. LOCATION OF DISPATCH:.** The materials are to be dispatched from your factory located at Exide Industries Limited C/o Cimmen Agencies Private Limited Sankrail, Vill - Bhagwatipur, P.O. Kandua, Howrah – 711303, Ph - 9230700184

This order shall be governed by enclosed General terms and conditions of supply unless and otherwise specified in the above paragraphs. The supply order is issued with this acceptance. You are requested to acknowledge receipt and arrange for supply.

  
(P. Ku Ideep)  
Deputy Manager (MM)

Yours Faithfully,

  
(C.R. Samantray)  
Chief Manager (MM)

Enclosures:-

1. Detailed technical specification - Annexure - 'I'
2. General Terms and Conditions of the supply order –Annexure II .
3. Format for SD & P.B.G. Annexure E
4. Technical brochures – 11 pages

For internal use only:

Budget Certification No. :

1. FA/WCL/CAP/BC/OPM/115 dated 03.07.2018 for Rs. 99,47,700.90

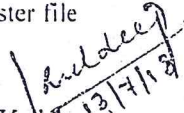
Indent Details:


| sl no: | indent ref: | indent date | pg    | mine   | Area       | cap lamps | charging racks   |
|--------|-------------|-------------|-------|--|------------|-----------|------------------|
| 1      | 3400560     | 04.09.2014  | 6/c   | Rajur UG mine  | Wani north | 80        | 0                |
| 2      | 3400123     | 09.09.2014  | 32/c  | Vishnupuri – 165<br>Vishnupuri II – 125<br>Thisgora - 535<br>Mathani – 480 | Pench      | 480       | 3                |
| 3      | 3400329     | 21.10.2014  | 77/c  | Tandsi   | Kanhan     | 1025      | 6                |
| 4      | 2987        | 12.08.2009  | 128/c | Waghoda  | Nagpur     | 50        | 0                |
| 5      | 3501506     | 04.02.2016  | 142/c | Adasa / Waghoda  | Nagpur     | 102       | 1                |
| 6      | 3501008     | 31.01.2017  | 172/c | Saoner 1809/17 &<br>patansaongi 700/6                                      | Nagpur     | 2509      | 23               |
| 7      | -           | -           | -     | Neharia  | Pench      | 180       | 3+1(for mathani) |
| 8      | -           | -           | -     | Matani   | Pench      | 18        |                  |
| 9      | -           | -           | -     | Mahadeopuri  | Pench      | 25        |                  |
| total  |             |             |       |  |            | 4325      | 37               |

COPY TO:

- M/s Industrial precision products -- This refers to your authorization dated 09.11.2017  
62/1A, Netaji Subhas Ropad  
2<sup>nd</sup> floor, Room no: 17  
Kolkata – 700001

AGM/SO(E&M)/AFM /SO(MM)/ Depot Officer- Wani North, Pench , Kanhan, Nagpur  
GM(E&M) / GM(F)/GM(P&P)/CM(E&M)Plg/CM(MM) (Stores), WCL,HQ., Nagpur.  
Concurred by GM(Fin)-II dated 06.06.2018 and approved by Dir(Tech)P&P dated 11.06.2018  
Sr Manager(Fin)CP,WCL,HQ., Nagpur.  
Master file

  
(P. Kuldeep)  
Deputy Manager (MM)

  
(C.R. Samantray)  
Chief Manager (MM)

Annexure I

|   |
|---|
| <p>The cap lamp shall consist of maintenance free Li-ion battery, head piece, and cable. The Cap Lamp shall be type tested at CMRI, Dhanbad and approved by DGMS for use in underground coal mines by miner's.</p>  |
| <p>At least 10% of the cap lamp produced shall be tested at the manufacture's laboratory to check standard as stipulated by DGMS before supplying to users and 0.25% of the cap lamp shall be tested at CMRI, Dhanbad under same standard.</p>  |
| <p>Written instruction manual detailing the methods of operation, care, maintenance and limitations of use shall be sent with every consignment of cap lamps.</p>   |
| <p>The lamp room staff and the officials concerned shall be given sufficient instructions and training in safe use and proper maintenance of the cap lamp in its design condition.</p>  |
| <p>Proper technical Services as well as supply of spare parts/ components, manufactured by you of same specification as those of original parts/ components shall be made.</p>  |
| <p>Any complaint from the user about the quality of the product shall be attended to expeditiously</p>  |
| <p>Type of cap lamp- LED cap lamp with Li-ion Battery</p>   |
| <p>Model of cap lamp- Smartlite L</p>   |
| <p>HEAD PIECE</p>   |
| <p>Head piece shall be made out of engineering plastic of heavy duty having anti static property and UV resistant. The assembly of head piece shall conform to IP:65 degree of protection.</p>  |
| <p>It shall have LED light source, switch, constant current driving circuit, light reflector and charging controller. One high power LED light source for regular use and two/four auxiliary low power LED light source of emergency usage as high power LED light source consumes more power.</p>  |
| <p>The power rating of high power LED light source shall be Min. 3.2 Volt, 0.25 amps and rating of auxiliary low power LED light source shall be 3.2 Volt, 0.12/0.06 amps.</p>  |
| <p>The head piece shall have a reflector, toughened glass, silicon ring gasket for weather proof protection, 2 way switch for OFF/ high power LED light ON/Aux. LED light ON, charging port, cable entry arrangement. It shall have over current protective circuit for over charge, over discharge, over current and overheating of the battery.</p> |
| <p>The head piece shall have special locking fastener (made out of brass/stainless steel), so that authorized person can only open the head piece assembly for its maintenance.</p>   |
| <p>There shall be one stainless steel bracket for fixing to helmet and for fixing to charger rack for charging the Li-ion battery.</p>  |
| <p>CABLE</p>  |

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Cable shall be made from synthetic rubber which is resistant to fatty acid and fire anchoring of cable in head piece and battery shall comply to tensile strength test. The length of cable shall be around 1.25 to 1.50 mtrs.

#### MAINTENANCE FREE Li-ion BATTERY

The battery enclosures shall be made out of engineering grade heavy duty plastic having antistatic property and UV resistant. The assembly of battery shall conform to IP:65 degree of protection.

The rating of the battery shall be 3.7 Volt, Min. Capacity 4 AH and shall be maintenance free and rechargeable type. The same shall be use for lighting for a minimum of 10-12 hours with main power LED light source and for minimum of 16 to 18 hours with auxiliary LED light source. The charging time for totally discharged battery shall be around around 8 hours. The minimum life of battery shall be 100 charge cycles.

There shall be arrangement for approved type cable entry into the battery cover compartment.

There shall be two brackets integrally made to battery enclosure for fixing the waist belt.

#### GENERAL SPECIFICATION :

The weight of the battery shall be around 0.4 kgs, and entire weight of the assembly (Battery + cable + head lamp) shall be Max. 0.700 kgs.

Illumination intensity of the main LED light source at one meter from photocell of fully charged battery shall not be less than.

a) 1500 Lux immediately after switching the light Switch ON

b) 1300 Lux after 12 hours continuous switching ON

The average lamp life of LED light shall be more than 50,000 hours

The average life of battery shall be Min.1,000 cycles of recharge

Each cap lamp battery shall be legibly marked with the following

- a. Name of the manufacturer
- b. Model and Sl. No.
- c. Month and year of manufacturing
- d. DGMS approval No.
- e. Word "WCL"

#### CAP LAMP CHARGING RACK :

The charging rack shall be designed for multi-charge of Li-ion battery of 120 lamps on constant current and constant voltage charging. The charger rack shall be made of double face with minimum 1.0 mm thick CRCA plate (Cold Rolled carbonized & annealed). On the upper portion of charger rack there shall be digital indicators to know the input & output voltage and input & output current.

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|--|
| Protection like input over current & under voltage protection and output over current & over voltage protection shall be provided.   |
| The charger shall be protected against over voltage of 280 Volts and Lower voltage of 70 volts by cutting OFF the Mains Power and when power restores normally back to 85 to 265 volts, the charger should get ON automatically.   |
| The charging circuit shall be such that, it automatically monitors and control the charging process. The constant current is about 800 mili-amps for each battery and constant voltage is about 5 volts, charging time shall be less than 10 hours. At the beginning of the charging, it shall have constant current charge at 800 mili-amps for each battery, and the charger indicator is in red color. When charging voltage reaches 5 volts, automatically it should turn to constant voltage charging and current starts decreasing step by step. When the battery is fully charged, it should automatically stop charging and charge indicator should display green. |
| Charger input : 85 to 265 volts, 1-phase AC  |
| Frequency : 50 Hz  |
| Output Voltage : 5 Volts DC  |
| Out put current : 800 mA   |
| DOCUMENTS/ITEMS TO BE SUBMITTED ALONG WITH THE SUPPLY:   |
| Self attested copy of valid DGMS approval for the offered model of LED Miner's cap lamp assembly with Li-ion Battery for use in underground coal mine..  |
| Self attested copy of valid BIS Licence IS/IEC-60079-11:2006 for Electrical components used in the LED Miner's cap lamp assembly with Li-ion Battery complete.   |
| List of spare parts  |
| Tools and tackles, if any.   |
| Technical Brochure/Catalogue of the offered item.  |

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ANNEXURE "E"

Format of Bank Guarantee for Security Deposit:

(RS.250 non-judicial stamp paper)

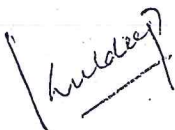
1. In consideration of M/s. Western Coalfields Limited, Nagpur (hereinafter called "The Company") having agreed to exempt \_\_\_\_\_ (hereinafter called "The said Contractor(s)") from the demand, under the terms and conditions of the agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called " the said Agreement"), of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in said Agreement, on production of bank \_\_\_\_\_ guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). We \_\_\_\_\_ (indicate the name of bank) (hereinafter referred to as "the Bank") at the request of \_\_\_\_\_ (Contractor(s) do hereby undertake to pay to the Company an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reasons of any breach by the said Contractor(s) of any terms or conditions contained in the said Agreement.

2. We, \_\_\_\_\_ do hereby undertake (indicate the name of the Bank) to pay the amounts due and payable under this guarantee without any demur, merely on 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(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s)'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. \_\_\_\_\_ only.

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal :

The payment so made by under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ further agree that the (indicate the name of the Bank) guarantee herein contained shall remain in full force and affect during the period that would be taken for performance of the said Agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the company certified that the said agreement have been fully and properly carried out by the said



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contractor(s) and accordingly discharges this guarantee. The guarantee shall remain in force till the \_\_\_\_\_ the day of \_\_\_\_\_ 20 \_\_\_\_ and unless a demand or claim under the guarantee is made on us in writing within 3 months from the said date, shall be discharged from all liabilities under this guarantee thereafter.

5. We, \_\_\_\_\_ further agree with the (indicate the name of the Bank)

Company that the company shall have 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 for bear 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 any forbearance, act or commission on 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 this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in constitution of the bank or the contractor(s)/supplier(s).

7. We \_\_\_\_\_ lastly undertake not to revoke this (indicate the name of the Bank) guarantee during its currency except with the previous consent of the company in writing.

8. The bank Guarantee is operational for all purposes at Nagpur Branch ,Maharashtra (Branch Code- )

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For \_\_\_\_\_

(indicate the name of the Bank)

\* \* \* \* \*

*Kuldeep*

*[Signature]*  
13/7/14