

**Format of Bank Guarantee for
participation in Linkage Rationalization**

On Non judicial Stamp Paper of adequate
value of not less than Rs. 500/higher
denomination as per Stamp Act 1899
amended up to 01.04.2020

Date of Issue :.....
Effective Date :
Expiry Date:
Value of B.G. :

The Chairman-cum-Managing Director,

Coal India Limited, Coal Bhawan, Premises No. 4 MAR, Plot no. AF-III,
Action Area 1A, New Town, Rajarhat, Kolkata - 700 156

Manager, Finance (M&S)

Coal India Limited, Coal Bhawan, Premises No. 4 MAR, Plot no. AF-III,
Action Area 1A, New Town, Rajarhat, Kolkata - 700 156

In consideration of Coal India Limited with corporate identity number L23109WB1973GOI028844, having its registered office at Coal India Limited, Coal Bhawan, Premises No. 4 MAR, Plot no. AF-III, Action Area 1A, New Town, Rajarhat, Kolkata - 700 156 and sales office at Ground Floor, Marketing & Sales Division, Coal India Limited, Coal Bhawan, Premises No. 4 MAR, Plot no. AF-III, Action Area 1A, New Town, Rajarhat, Kolkata - 700 156 (hereinafter referred to as the ‘**Seller**’, which expression shall unless excluded by or repugnant to the subject or context, include its legal representatives, successors and permitted assigns) having agreed to supply the Annual Contracted Quantity (*as defined in the SOP*) to [Name of the Purchaser], a company incorporated in India under the Companies Act, [1956/2013] with corporate identity number [CIN of the Purchaser], whose registered office is at [address of registered office], India and principal place of business is at [address of principal place of business, if different from registered office] **OR** [Name of the Individual], an individual residing at [address] and carrying on a sole proprietorship business under the name style of [Name of Purchaser] at [address of sole proprietorship], **OR** [Name of the Purchaser], a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, with its registered office at [address of registered office] **OR** [Name of the Individual], an individual residing at [address], [Name of the Individual], an individual residing at [address] and [Name of the Individual], an individual residing at [address] all carrying on a partnership business under the name style of [Name of the Purchaser] registered under [name of Act under which the firm is registered] and with its principal place of business at [address of principal place of business] **OR** [Name of the Purchaser], a [insert legal nature of the Purchaser (e.g. trust, society etc.)] incorporated under the [insert statute under which the Purchaser is incorporated] with its registered office/ principal place of business/ office at [address of registered office/ principal place of business/office] (hereinafter referred to as the ‘**Purchaser**’, which term shall unless excluded or repugnant to the subject or context include its legal representatives, successors and permitted assigns, as applicable), as per the terms of the **Standard Operating Procedure for Linkage Rationalization dated 14.06.2023 (“SOP”)** and EOIs dated 17.08.2023 uploaded on the website of Coal India Limited.

We, _____ (insert name and address of the Bank), having its Head Office at _____ (Address of the Head Office of the Bank) (hereinafter called the “**Guarantor**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby irrevocably and unconditionally guarantee and undertake to pay the Seller or such other Person or Persons as may be directed by the Seller, an amount not exceeding INR

[figures] (Indian Rupees [words]) (“**Guarantee Amount**”) to participate in the linkage rationalization as per SOP on demand from the Seller as per the terms and conditions contained herein-

1. The Guarantor shall pay the Guarantee Amount to the Seller on demand and without any demur, reservation, contest, recourse or protest and/ or without any reference to the Purchaser. As to whether the occasion or ground has arisen for such demand, the

decision of the Seller shall be final.

2. The Seller shall have the fullest liberty without reference to the Guarantor and without affecting this guarantee to postpone at any time or from time to time the exercise of all or any of its powers and rights under arrangement made with the Purchaser, and the Guarantor shall not be released from this guarantee by any arrangement between the Seller and the Purchaser or any alteration thereof made with or without the consent of the Guarantor or by exercise or non-exercise by the Seller of all or any of its powers and rights against the Purchaser, or any other forbearance, act of omission on the part of the Seller or indulgence granted by or on behalf of the Seller to the Purchaser, which under the law relating to suretyship would but for this provision have the effect of releasing the Bank as Guarantor from their obligations under this guarantee.
3. The guarantee herein contained shall not be determined or affected by the winding up or insolvency of the Purchaser but shall in all respects and for all purpose be binding and operative until all monies due to the Seller in respect of all liability or liabilities of the Purchaser are fully paid.
4. It is also agreed that Seller will be entitled at its option to enforce this guarantee against the Guarantor as principal debtor in the instance notwithstanding any other security or guarantee that the Seller may have in relation to the Purchaser's liability.
5. The guarantee shall remain valid for a period of [8 and 12] months for [State/Central GENCOs and IPPs] respectively from the date hereof and to such further period, as may be required and agreed by the parties and agreed by the Guarantor before the expiry of the aforesaid validity- (strike-off whichever is not applicable).
6. The Guarantee shall cover all claims or demand or seller to the extent of the amount guaranteed.
7. It is expressly agreed between the Parties that this guarantee is in respect of timely completion of requisite formalities/signing of FSA at the rationalized source by the Purchaser which may be placed by the Purchaser on the Seller during the subsistence of this SOP.
8. Notwithstanding anything contained herein, the liability of the Guarantor under this guarantee is restricted to Rs. _____/- (Indian Rupees _____) and the same will remain in force up to and including the day of _____ (date that is [insert number] months/ years from the date hereof) and to such further period, as may be required and agreed by the parties and agreed by the Guarantor before the expiry of the aforesaid validity.
9. This guarantee can be enforced by the Seller any number of times for their claims or demand to the total extent of Rs. _____/- (Indian Rupees _____), as long as it remains in force.
10. The guarantee is operative at our _____ (insert name and address of the branch) Branch, _____ from whom confirmation regarding issuance of this guarantee or extension/ renewal thereof shall be made available on demand.
11. The Guarantor has, under its constitution, the power to issue this guarantee in favour of the Seller and Shri _____ who has signed this Guarantee on behalf of the Guarantor has the authority to do so. This guarantee will not be discharged due to the change in the constitution of the Guarantor.
12. Capitalized terms used but not defined herein shall have the meaning assigned to them in the SOP.

Signature of the Bankers With
date & Rubber Stamp.