

Contract performance guarantee for imported coal tender
Performa for Contract Performance Bank Guarantee

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Bank Guarantee No..... Date

To,
Head Procurement,
Hinduja National Power Corporation Limited,
Palavalasa Village, T. Devada Post, Pedagantyada Mandal,
Steel Plant Sub office, Visakhapatnam-530031

Dear Sir,

In consideration of M/s. Hinduja National Power Corporation Limited, (hereinafter referred to as 'HNPCL' which expression will unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns) having invited Bids, will enter into a "Contract" with M/s

(Insert name of Bidder) having its registered office at..... and principal place of business at..... [hereinafter referred to as the "Bidder" which expression will unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns] for Supply of Non-Coking Imported Coal to Hinduja National Power Corporation Limited, having agreed to provide a Contract Performance Bank Guarantee for the due performance of the entire contract for an amount equal to Rs. ____/- (Indian Rupees Crores Only) (as per Cl.no..... of PO no.....dated..

....., insert as applicable), valid for 90 (Ninety) days beyond the last date of scheduled supplies (i.e.) DD-MM-YYYY and essentially required to be valid up to DD-MM-YYYY unless the same is extended as per the terms of the Contract.

We, (Name and address of the Bank), having its Head Office at..... and Branch office at and issuing branch at(hereinafter referred to as the "Bank" which expression will, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay HNPCL, on demand any and all monies payable by the Bidder to the extent of Rs.

____/- (Indian Rupees ____ Crores only) (as per Cl.no..... of PO no.....dated..., insert as applicable), as aforesaid at any time up to..... [days/month/year] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Bidder. Any such demand made by HNPCL on the Bank will be conclusive and binding notwithstanding any difference between HNPCL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank further agree, state and declare that this Guarantee is irrevocable and undertakes not to revoke this guarantee during its currency without previous written consent of HNPCL and further agrees that the guarantee herein contained will continue to remain enforceable till HNPCL discharges this guarantee.

HNPCL will have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract by the Bidder. HNPCL will also have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee

to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Bidder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract, between HNPCL and the Bidder or any other course or remedy or security available to HNPCL. The Bank will not be released of its obligations under these presents by any exercise by HNPCL of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of HNPCL or any other indulgence shown by HNPCL or any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that HNPCL at its option will be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Bidder and notwithstanding any security or other guarantee that HNPCL may have in relation to Bidder's liabilities.

This Guarantee can be enforced by HNPCL any number of times for their claims or demand to the total extent of Indian Rupees_____/ - (Indian Rupees ___ Crores only) (as per Cl.no..... of PO no.....dated... .. insert as applicable), as long as it remains in force.

We, the said Bank, also undertake not to revoke this Guarantee during the currency except with the previous consent of the HNPCL in writing and agree that any change in the constitution of the said Bidder or the said Bank will not discharge our liability hereunder.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Indian Rupees___/- (Indian Rupees Crores only) (as per Cl.no of PO no.....dated....., insert as applicable), and will remain in force up to and including (the date) and will be extended from time to time for the period, as may be desired by M/s (the Bidder) on whose behalf this guarantee has been given.

This Bank Guarantee will be operative in our Rajpura/ Chandigarh branch. This Bank Guarantee is governed by the laws of India. Dated this _____ day of _____ (Month, year) at _____ (place) Witness:

Signature
Name
Office Address Designation with bank Stamp

Signature
Name

Attorney as per
Power of Attorney Number: Date:

Note:

1. The Stamp Paper of appropriate value will be in the Name of the Bank issuing the BG.
2. Power of Attorney No., Name and Designation of the executant along with bank stamp should be inserted.

(Bidders at their option may get draft of CPBG vetted by HNPCL prior to getting the same issued by the Bank)