

**6.3. ANNEXURE 3C : AFFILIATE COMPANY GUARANTEE**

**THE TENDER LCC/22/TT/2**

**REFERENCE: CLAUSE 3.23 of Section 03**

Name of contract/contract no.: \_\_\_\_\_

name and address of purchaser: \_\_\_\_\_

[together with successors and assigns].

We have been informed that [name of contractor] (hereinafter called the “contractor”) is submitting an offer for the above-referenced contract in response to your invitation, and that the conditions of your invitation require its offer to be supported by an affiliate company guarantee. In consideration of you, the purchaser, awarding the contract to the contractor, we [name of affiliated company] irrevocably and unconditionally guarantee to you, as a primary obligation, that (i) throughout the duration of the contract, we will make available to the contractor our financial, technical capacity, expertise and resources required for the contractor’s satisfactory performance of the contract; and (ii) we are fully committed, along with the contractor, to ensuring a satisfactory performance of the contract. If the contractor fails to so perform its obligations and liabilities and comply with the contract, we will indemnify the purchaser against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the contractor is liable to the purchaser under the contract. This guarantee shall come into full force and effect when the contract comes into full force and effect. If the contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the contract with the contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the contractor’s obligations and liabilities under the contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely. This guarantee shall apply and be supplemental to the contract as amended or varied by the purchaser and the contractor from time to time. We hereby authorize them to agree on any such amendment or variation, the due performance of which and compliance with which by the contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the purchaser to the contractor, or by any variation or suspension of the works to be executed under the contract, or by any amendments to the contract or to the constitution of the contractor or the purchaser, or by any other matters, whether with or without our knowledge or consent. This guarantee shall be governed by the law of the same country (or other jurisdiction) that governs the contract and any dispute under this guarantee shall be finally settled under the [rules or arbitration provided in the contract]. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the contract.

Signed by:.....

*(signature)*

.....

*(name)*

.....

(position in parent/subsidiary company)

Signed by:.....

*(signature)*

.....

*(name)*

.....

(position in parent/subsidiary company)

Date:.....

**6.11. ANNEXURE 11 : DECLARATION FOR QUALITY**

**REFERENCE : CLAUSE 2.8.3.2 e) of Section 2**

**INVITATION FOR BIDS NO: LCC/22/TT/2**

In response to the INVITATION FOR BIDS NO. LCC/22/TT/2 of Lanka Coal Company (Private) Limited ("LCC"). We hereby declare that our proposal to supply coal of quality as per clauses 5.1 and 5.2 of this document is binding and we agree to abide with the criteria specified therein.

**BIDDER:**

Company Name : \_\_\_\_\_  
By : \_\_\_\_\_ (Authorized Signature)

(Please affix company seal here)

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Date : \_\_\_\_\_

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