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| भारतकोकिंगकोललिमिटेड एकमिनीरत्नकंपनी (कोलइंडियालिमिटेडकीएकअनुषंगीइकाई) सामग्री प्रबंधन विभाग कोयलाभवन, कोयलानगर धनबाद-826005, CIN :U10101JH1972GOI000918 कमर्शियलब्लॉक L-III, फ़ैक्स- 0326-2230183 फ़ोननंबर-0326-2230181 |  | Bharat Coking Coal Limited A Miniratna Company (A Subsidiary of Coal India Limited) Material Management Department KoylaBhawan, Koyla Nagar Dhanbad- 826 005 C.I.N: U10101 J.H.1972 G.O.1000918 Website :www.bccweb.in Email. Id: gmmm.bcc@coalindia.in |
|---|---|--|

P.O No- BCCL/PUR/720074/ VSCREEN /20-21/ATE/46/ 114

DATED 31.03.2021

MSE

BY REGD.POST / SPEED POST

To

| | |
|--|---------------------------------------|
| M/S M K ENGINEERS AND TRADERS. SINDRI ROAD, NEAR JHARIA CLUB, P.O. BHAGA, DHANBAD, JHARKHAND-828301 Phone: 9334070551 | Vendor Code-1/13/M/U/249 |
| | GSTIN No- 20ACAPA3238Q2ZX |
| | PAN no- ACAPA3238Q |
| | email- mkengineers55@yahoo.com |

Sub: **PURCHASE ORDER FOR PROCUREMENT OF ELECTRO MECHANICAL VIBRATING SCREEN**

Ref. i) your offer against Our Tender No: BCCL/PUR/720074/ VSCREEN /20-21/ATE/46 dated 11.09.2020, opened on 05.10.2020 online and subsequent correspondences and offer validity extension thereof, latest being 30.03.2021

Dear Sir,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for PROCUREMENT OF ELECTRO MECHANICAL VIBRATING SCREEN to Bharat Coking Coal Limited., situated in Jharkhand State at the following price, terms and conditions:

1. **Scope of Supply:**

| Sl | Item description | Qty(No) | Price element | Unit Price (Rs/no) | Extended Value (Rs/no) |
|----|---|---------|---------------|--------------------|------------------------|
| 1 | ELECTRO MECHANICAL VIBRATING SCREEN (1.8 mt X4.8 mt, 80 TPH) Detailed technical specification as per Annexure-A Material code: 30213040012 | 2 | Basic price | 11,91,500.00 | 23,83,000.00 |
| | | | P&F charges | 0.00 | 0.00 |
| | | | Freight | 0.00 | 0.00 |
| | | | Insurance | 0.00 | 0.00 |
| | | | Subtotal | 11,91,500.00 | 23,83,000.00 |
| | | | GST | 2,14,470.00 | 4,28,940.00 |
| | | | Landed | 14,05,970.00 | 28,11,940.00 |

HSN Code: 84741090

Total Landed Value will be Rs 28,11,940/- (Rupees Twenty Eight Lakh Eleven thousand Nine Hundred and Forty only).

2. **PRICES:** The above prices are FIRM & FOR destination basis

3. **GST:** a) GST shall be paid extra as legally applicable. Present rate is @18%(SGST @9%+CGST @9%) as indicated above
b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.
c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.



d) If BCCL is not able to avail input tax credit due to your fault, then the amount of loss shall be recovered from you.

e) GST registration no of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply for West Bengal is 19AAACB7934M2Z7, the same shall be indicated, your bill (cenvatable) should bear this number to enable BCCL to claim input tax credit.

4. **PACKING & FORWARDING: NIL**

5. **FREIGHT: NIL**, to be covered by the supplier

6. **TRANSIT INSURANCE:** Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk

7. **PAYMENT TERM:**

(i) 80% payment within 21 days after delivery and acceptance of material by BCCL against PBG/security cum PBG of 10% of total value of the ordered item (i.e FOR destination price including taxes, duties, transportation and insurance charges and other charges, if any)

(ii) Balance 20% and installation & commissioning charges if any, within 21 days against successful commissioning of equipment upon presentation of certificate from GM(Washeries) or his Authorized representative to the effect that the equipment(along with accessories) has been tested and commissioned to their entire satisfaction

8. **DELIVERY PERIOD:** Total time for completion of Job including supply of complete set Screens along with all accessories, its installation, testing commissioning as terms and conditions of purchase order shall be 180 days. Deliver period will be counted from the date of placement of supply order.

Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non-acceptance at the stores.

9. **GUARANTEE/ WARRANTY:** The supply shall be covered by the maker's standard guarantee as follows:
You shall warrant that the equipment supplied under the contract / supply order

(a) is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.

(b) is in accordance with the contract specifications.

(c) shall have no defects arising out of design, materials or workmanship.

You shall guarantee that the material offered shall meet the rating & performance requirement stipulated in this specification. You shall give a guarantee/warranty for satisfactory performance of the supplied material for a period of 12 months from the date of installation and commissioning or 18 months from the date of receipt and acceptance at consignee's end whichever is earlier. You shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for you to replace or to renew any defective part, such replacement or renewal shall be made by you 100% free of cost without any extra cost to Bharat Coking Coal Limited. The new goods should be supplied on FOR destination basis free of Cost. Warranty replacement should be completed within a reasonable period of maximum within one month from the date of claim for indigenous goods and within three months from the date of claim for imported goods free of cost up to ultimate consignee's end. All cases of warranty replacement will be decided on the basis of joint inspection of the failed goods held between the users' representative and your representative. The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace



the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with you and the cost for such collection will have to be borne by you.

10. **PENALTY FOR DELAY IN SUPPLY (L. D. CLAUSE):** The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from this office.

In the event of failure to deliver the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order Bharat Coking Coal Limited reserves the right:

(a) To recover from you, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which you have 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 cancel the supply order or a portion thereof, and if so desired to purchase the store at your risk and cost and also

(c) To purchase elsewhere, after due notice to you, on your account and risk, 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

(d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.

(e) To encash any Bank guarantee which is available for recovery of the penalty or

(f) To forfeit the security deposit full or in part.

(g) Whenever under the contract a sum of money is recoverable from and payable by you, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due you in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, you will pay BCCL on demand the remaining amount. You will not be entitled to any gain under this clause.

11. **PERFORMANCE BANK GUARANTEE(PBG):** Wherever applicable, the successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit to MM Division, BCCL, Koyla Bhawan

- a. The Performance Guarantee shall be in the form of a Bank Guarantee issued by an RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.
- b. The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.
- c. The PBG (s) shall remain valid till 3 months after the completion of warranty period.
- d. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for payment of the particular goods/ equipment(s).
- e. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the HOD of MM Department.

The Bank guarantee issued by the Bank on behalf of the supplier in favour of "Bharat Coking Coal Limited" shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS platform is furnished below:



| | | |
|------------------------------------|---------------------|----------------------------|
| Name of beneficiary & its details | Name | Bharat Coking Coal Limited |
| | Area | HQ, BCCL |
| | Bank Account no. | 35160317947 |
| | Deptt. | MM Department |
| Beneficiary Bank, Branch & Address | State Bank of India | |
| | Main Branch Dhanbad | |
| IFSC code | SBIN0000066 | |

Or

| | | |
|------------------------------------|---------------------|----------------------------|
| Name of beneficiary & its details | Name | Bharat Coking Coal Limited |
| | Area | HQ, BCCL |
| | Bank Account no. | 019605001057 |
| | Deptt. | MM Department |
| Beneficiary Bank, Branch & Address | ICICI Bank | |
| | ICICI Bank, Dhanbad | |
| IFSC code | ICIC0000196 | |

The above particulars are to be incorporated by the issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future. The Performance Bank Guarantee shall be issued by a scheduled bank in the format attached as ANNEXURE - G
The original Bank Guarantee issued by the issuing Bank shall be sent by the issuing Bank to the beneficiary (MM Department), BCCL by Registered Post (A.D.).

12. **SECURITY DEPOSIT:** You will be required to deposit as security money 3% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices without having any ceiling). (As per O.O. of CIL vide CIL/C2D/Purchase Manual/2020/2086 dated 26.11.2020. You will have to submit SD of reduced amount i.e. 3% of the contract value in place of 10% of the contract value.)

- The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format from an RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.
- The Security Deposit shall be in the same currency (ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.
- The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
- If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.

If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for

S.F.

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Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CIL.

- e) In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.
- f) Security Deposit will be released with the approval of HOD of MM Department within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.
- g) Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause.

The Bank guarantee issued by the Bank on behalf of the supplier in favour of "Bharat Coking Coal Limited" shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS platform is furnished below:

| | | |
|------------------------------------|---------------------|----------------------------|
| Name of beneficiary & its details | Name | Bharat Coking Coal Limited |
| | Area | HQ, BCCL |
| | Bank Account no. | 35160317947 |
| | Deptt. | MM Department |
| Beneficiary Bank, Branch & Address | State Bank of India | |
| | Main Branch Dhanbad | |
| IFSC code | SBIN0000066 | |

Or

| | | |
|------------------------------------|---------------------|----------------------------|
| Name of beneficiary & its details | Name | Bharat Coking Coal Limited |
| | Area | HQ, BCCL |
| | Bank Account no. | 019605001057 |
| | Deptt. | MM Department |
| Beneficiary Bank, Branch & Address | ICICI Bank | |
| | ICICI Bank, Dhanbad | |
| IFSC code | ICIC0000196 | |

The above particulars are to be incorporated by the issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future. The Security Deposit Bank Guarantee shall be issued by a scheduled bank in the format attached as ANNEXURE - F

The original Bank Guarantee issued by the issuing Bank shall be sent by the issuing Bank to the beneficiary (MM Department), BCCL by Registered Post (A.D.).

13. **PRICE FALL CLAUSE:** The supplier has undertaken that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the supplier to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the supplier to BCCL, if the contract has already been concluded.



You shall submit a certificate along with the bill(s) that you have not offered to supply / supplied the similar / ordered item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization.

14. CONSIGNEE:

1. DEPOT OFFICER, MOONIDIH COAL WASHERY, BCCL

15. PAYING AUTHORITY: HOD(F) MM, KoylaBhawan, Dhanbad.

16. INSPECTION:

- a) The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
- b) The inspections and tests may be conducted on the premises of the supplier or its subcontractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.
- c) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
- d) Final inspection shall, however, be carried out at the consignee's end by GM(Washeries)) or his Authorized representative.
- e) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
- f) The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.

- 17. SUBMISSION OF BILL:** Bill as per GST Act/rules (in six copies) along with, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents should be submitted to the Paying Authority through Consignee only. The details of your bank account shall be mentioned in your Bill to facilitate e-payment.

The following Documents need to be submitted along with the supply/Bill:

- a. Consignment note
- b. Delivery Challan in original
- c. GST paying documentary evidence
- d. Warranty/Guaranty certificate/ Inspection note wherever required.
- e. Price certificate(as mentioned above in clause 16)
- f. Any other document specified in the Supply Order

Note: the above documents shall be forwarded to paying authority for payment by the consignee.

- 18. PACKING:** The Supplier should confirm provision of proper packing of the goods to be transported by them as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy



handling facilities at all points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirements as shall be expressly provided for in the order.

19. ISSUE OF E WAY BILL: The supplier shall generate E-Waybill, wherever required.

ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY

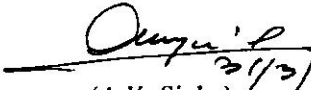
This contract is concluded with the issuance of this Order. Two copies of the Purchase Order are being sent to you. You are advised to acknowledge the receipt and acceptance of the Order by returning one copy duly signed and stamped to this office positively within 15 days, failing which this contract shall be deemed to have been accepted by you for execution.

All other terms and conditions shall be applicable as per NIT.

This issues with approval of competent authority.

Yours faithfully,
For and on behalf of
Bharat Coking Coal Limited


(Sonu Gupta)
Dy.Mgr. (MM)


(A.K. Sinha)
CM (MM)

INDENT REFERENCE:

| Sr.No | Indent no. and Date | BC & FC no. & dt. | Indenting Authority |
|-------|---|--|---------------------|
| 1 | CAP/MW/19-20/57 dated 21.01.2020 IR No: 718103 dtd. 02.09.2020 | .BC.No : 1)BC of Rs. 27,02,778.20/- accorded vide BCCL/C&B/CAP/Reg.PN-04/SN-89/ebc no 02 dated 15.06.2020 under head Other P&M, Unit code 3100, GM(WWZ) 2) BC of Rs 1,09,161.80/-accorded vide BCCL/C&B/CAP/Reg.PN-123/SN-77/ebc no 14 dated 23.03.2021 under head Other P&M, subhead wahsery. unit code 3100, GM(WCD) 1)e-FC no 4 dt 30.3.2021 for Rs 27,02,778.20 2)e-FC no 5 dt 30.3.2021 for Rs 1,09,161.80 | GM(Ws)WD |

ENCI:

1. Annexure 'A' for Technical Specifications
2. Format for Bank guarantee for Security Deposit and Performance Bank Guarrantee (Annexure F & G)

Copy to:

1. GM(Ws)WD BCCL.
2. HOD(F)MM, BCCL. Koyla Bhavan, Dhanbad.
3. Depot Officer, Regional Store,Moonidih(WJA)
4. MM(Tech Cell), MM Div,Koyla Bhawan
5. GM(MM) CIL, CCL,ECL,WCL,NCL,SECL,NEC
7. Office Copy/Master Copy



Annexure –A-Technical Specifications

DETAILED TECHNICAL SPECIFICATIONS OF ELECTRO MECHANICAL VIBRATING SCREEN:-

- a) Description of item: Electro-mechanical vibrating screen of size 1.8mtr (width) x 4.8 mtr (length)
- b) Quantity: 2 nos. (Two Nos.)
- c) Material to be handled: Coal (-40 mm).
- d) Bulk density: 0.8 to 1.2 Tonnes/Cu.mtr
- e) Capacity: 80 TPH
- f) Type of Screen: Hanging Type, linear motion horizontal vibrating screen
- g) Drive: Through two nos unbalanced motors
- h) Motor Rating: 8.56 KW, 950 rpm
- i) Power supply: 3 Phase, 440/415 Volts, 50 Hz, AC
- j) Material of construction of screening media: SS304 Wedge Wire panel with aperture 0.5 mm.
- k) Number of panels: 12
- l) size of panel: 1150mmx560mmx0.5 mm aperture

Other Terms and conditions:

1. You shall be responsible for supply, installation, commissioning and testing of the ordered material at Moonidih Washery..
2. You shall provide two set of operation and maintenance manual.
3. You shall also supply two sets of tools and tackles of special type if any required for maintenance of the supplied Screens.
4. Necessary training shall be imparted to the workmen/supervisors for efficient handling of the supplied Screen including operation and maintenance of the same.
5. Warranty spares if any shall be part of the supply of machine.



ANNEXURE - F
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.
Koyla Bhawan
Koyla Nagar
Dhanbad – 826005

Re Bank Guarantee in respect of Agreement dated Day of 20 between
(Name of Purchaser Company) and (Name of Supplier Company)

Messrs a Company Firm having its office at No. hereinafter called the Contractor has entered into an agreement 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 agreement.

It has been agreed that (percent) payment of the value of the stores/materials will be made to the Contractor in terms of the said agreement on the contractors furnishing to the company a bank guarantee for the sum of Rs..... as security for due repayment of the said sum in terms of the said agreement, and also interest as therein provided.

The(Name of 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) (hereinafter called '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 condition of the said agreement regarding repayment of the said sum of Rs or any of them including the term for payment of interest for delay in deliveries 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 such portion as shall then remain unpaid with interest 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 may be 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..... and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs..... 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 out of the said advance of Rs 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 and unless the guarantee is renewed or a claim is preferred against the Bank within 3 months 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) who has signed it on behalf of the Bank has authority to do so.

The details of beneficiary bank for sending details of BG under SFMS Platform is as below

Name of Bank State Bank of India
Branch name Main Branch Dhanbad

A/C no. 35160317947

IFSC Code SBIN0000066

OR

Name of Bank ICICI Bank
Branch name ICICI Bank, Dhanbad

A/C no. 019605001057

IFSC Code ICIC0000196

Dated this.....Day of.....20.....
Place.....



Signature of the authorized person
For and on behalf of the Bank




ANNEXURE - G
FORMAT OF PERFORMANCE BANK GUARANTEE

M/s. Bharat Coking Coal Ltd.
Koyla Bhawan
Koyla Nagar
Dhanbad -- 826005

Re Bank Guarantee in respect of Agreement dated Day of 20 between
(Name of Purchaser Company) and (Name of Supplier Company)

Messers a Company Firm having its office at No. hereinafter called the Contractor has entered into an agreement 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 agreement.

It has been agreed that (..... percent) payment of the value of the stores/materials will be made to the Contractor in terms of the said agreement on the contractors furnishing to the company a bank guarantee for the sum of Rs. as security for due repayment of the said sum in terms of the said agreement, and also interest as therein provided.

The (Name of 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) (hereinafter called '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 condition of the said agreement regarding repayment of the said sum of Rs or any of them including the term for payment of interest for delay in deliveries 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 such portion as shall then remain unpaid with interest 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 may be 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. and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs. 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 out of the said advance of Rs 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 and unless the guarantee is renewed or a claim is preferred against the Bank within 3 months 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) who has signed it on behalf of the Bank has authority to do so.

The details of beneficiary bank for sending details of BG under SFMS Platform is as below

Name of Bank State Bank of India
Branch name Main Branch Dhanbad
A/C no. 35160317947
IFSC Code SBIN0000066

OR

Name of Bank ICICI Bank
Branch name ICICI Bank, Dhanbad
A/C no. 019605001057
IFSC Code ICIC0000196

Dated this.....Day of.....20.....
Place.....

Signature of the authorized person
For and on behalf of the Bank

