


<b>Bharat Coking Coal Limited</b> A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company) Regt. Off: Koyla Bhawan, Koyla Nagar Dhanbad-826005 CIN : U10101JH1972GOI000918		Office of the General Manager Materials Management Department Level-III, Commercial Block, Koyla Bhawan, Dhanbad-826005 Phone: 0326-2230181 Fax No.: 0326-2230183 Website: www.bccl.gov.in
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Supply order BY REGD POST / SPEED POST  
Ref no: BCCL/PUR/713258/Pneumatic Drill MC/15-16/119 Dt. 12.09.2015

To  
M/S Allied Mining Company,  
204-B, Bajiprabhu Nagar,  
Nagpur - 440 033  
Fax no:- 91-712-2242159

Type- Manufacturer  
Vender code 1/16/M/S/005 PAN no. ABOPB4800C

Sub:- Supply of Pneumatic Roof drilling machine with all accessories.  
Ref: This office tender enquiry No BCCL/PUR/713258/ Pneumatic roof drill M/c/14/Re/17  
open domestic e tender opened on 06.06.2014 (on line) under e-procurement and your on line  
offer and subsequent correspondences on the above subject and , your last letter dated  
08.09.2015 under tender id no.2014\_BCCL\_1617\_1

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place  
PURCHASE ORDER on you for supply of Pneumatic Roof drilling machine/Roof bolter with all  
accessories at the following specification , price and terms and conditions:

1.SCOPE OF SUPPLY:-

SN	Description	Qty. (No.)	Basic Unit Rate (Rs.)	Extended Value(Rs.)
1	Pneumatic Roof Drilling Machine along with accessories and other parameters as per Annexure A	06	172800.00	1036800.00
	Excise duty @ 12.5% on basic		21600.00	129600.00
	Packing & Forwarding		5200.00	31200.00
	CST @ 2 %		3992.00	23952.00
	Total Value		203592.00	1221552.00
	CMPDIL Inspection charge @1.0%			12216.00
	Service Tax as applicable at the time of inspection present. Charge@14%			1710.00
	Total contractual Value with inspection charge			12,35,478.00

Terms and Conditions :

01	Price	Firm & F O R Destination basis.
02	Excise duty	Excise duty will be paid extra at the rate applicable at the time of supply against documentary evidence required as per Excise rule for getting CENVAT credit . Present applicable rate is 12.50%

*(Signature)*

03	CST	Extra as applicable within delivery schedule. Present rate of CST is @2% against form "C". Form "C" and Road permit if required will be issued through the Consignee.
04	Packaging & forwarding	As indicated above .
05	Fr. & Ins.	NIL
06	Payment Term	100 % payment within 21 days from the date of receipt and acceptance of materials or date of submission of bill whichever is later at the consignee end . Payment will be made through electronic fund transfer(EFT) and Electronic clearance system(ECS) .
07	Delivery	Within 02 months from the date of receipt of order . Delivery schedule shall be reckoned from the 10 <sup>th</sup> day from the date of order and the date of receipt of material at Consignee store shall be treated as the date of delivery. ( NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account) .Safe arrival of materials at consignee shall be your responsibility.
08	Guarantee/ Warranty	Materials supplied should be guaranteed for a period of 12(twelve) months from the date of commissioning or 18 months from the date of receipt and acceptance at consignee end whichever is earlier against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended within 07 days from the date of receipt of report and replace the materials within 21 days free of cost.
09	L.D. Clause	<p>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 the purchaser.</p> <p>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:</p> <p>a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores 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 .</p> <p>b) To purchase 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 canceling the supply order in respect of consignment not yet due for supply or</p> <p>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</p> <p>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.</p> <p>e) To encash any Bank guarantee which is available for recovery of the penalty or</p>

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	<p>f) To forfeit the security deposit full or in part.</p> <p>g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, 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 to the successful tenderer 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, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.</p>	
10	<p><b>Price Fall clause</b></p> <p>i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.</p> <p>ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGM(MM), Bharat Coking Coal Limited, Commercial Block, Level -III, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.</p>	
11	<p><b>Security Deposit :</b></p> <p>You have to deposit as security money 10% of the value of the supply order (including Taxes, duties, and other charges to the FOR Destination prices without having any ceiling) in the form of Bank Draft /Bank Guarantee within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If you fail to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. The Security Money shall be Refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited. (Format enclosed)</p>	
12	Consignee	The Depot Officer, Ekra Central Store, BCCL, Dhanbad.
13	Paying Authority	HOD(F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
14	Pre dispatch inspection	Pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated Annexure-B. Final inspection by consignee end by GM (E&M) or his authorised representative.
15	Inspection	Final inspection by representative of GM (E&M) at consignee end after receipt of materials
15	<p><b>Force Majeure Clause</b></p> <p>If the execution of the contract/supply order is delayed beyond the period stipulated in the contract / supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL may allow such additional time by extending the delivery period, as it considers to be justified by the</p>	

	<p>circumstances of the case and its decision shall be final. If, and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:</p> <p>a) The successful bidder will , in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authority , the beginning and end of the causes of the delay , within fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting out of Force Majeure , BCCL will reserve the right to cancel the contract and provisions governing termination of contract , as stated in the bid documents will apply.</p> <p>b) For delays arising out of Force Majeure , the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exists.</p> <p>c) If any of the force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.</p>	
16	Make	Allied Mining Co.(AMC)
17	<p><b>Inspection and Test clause</b></p> <p>i)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. ii)The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes. iii)If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) 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 data, shall be furnished to the inspectors at no charge to the purchaser.</p> <p>iv)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.</p> <p>v)The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods.</p> <p>vi)Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.</p>	
18	<p><b>Performance Bank Guarantee (PBG):</b>          You shall furnish a Performance Bank Guarantee (PBG) equivalent to 10 % of the order value(order value means FOR destination price including taxes, duties, transportation &amp; insurance charges &amp; other charges if any).The performance guarantee shall be submitted in the form of Bank Guarantee issued by a scheduled Bank /Nationalised Bank on non judicial Stamp paper valuing Rs. 250.00.The Bank Guarantee shall be valid for three months beyond the expiry of Guarantee/Warranty period. It shall have to be submitted to MM Division, BCCL, Koyla Dhawan on or before commencement of supply. PBG may be submitted either for the entire order quantity at a time or each no.</p>	

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19	Jurisdiction	Under jurisdiction of Dhanbad Court and Jharkhand High Courtonly
20	<b>Submission of Bills:</b>	<p>a) Supplier shall have to submit (100% value of bill duly stamped &amp; pre-receipted) bills (six copies) to the consignee along with the consignment and challan with the requisite documents, if any.</p> <p>b) The consignee shall then send SR notes, challan, Inspection note, warrantee/guarantee certificate and five copies of bills (including the original) and any other requisite documents to the paying authority as specified in the order.</p> <p>c) The following additional information should be incorporated in your invoice as per Central Excise Duty Act in respect of both the supplier and consignee so that BCCL may avail CEVAT credit under Central Excise rule.</p> <p>i) <b>General:</b></p> <p>Serial No. of Invoice Description of the goods Classification of the goods Time and date of removal Mode of Transport and vehicle registration Rate of duty Quantity and value of goods and Duty payable thereon</p> <p>ii) Statutory particulars in respect of both the supplier and Consignee.</p>
21	Bank detail	

**Bank Details:**

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	Allied Mining Co, 204-b, Baji Parbhu Nagar, Nagpur- 440033
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	Indian Overseas Bank
	B. BRANCH NAME: (Including RTGS Code) ADDRESS:	Ramnagar, IOBA0000875
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	440020003
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Cash Credit
	E. LEDGER NO./LEDGER FOLIO NUMBER:	
	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	087502000000776
	PAN no.	ABOPB4800C

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NOTICE INVITING TENDER AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

N.B.- This issues with the concurrence and approval of competent authority. This contract is concluded with the issuance of this order. You are requested to kindly acknowledge receipt and acceptance of order within 15 days from date of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you for execution.

*(Signature)*

Encl : Annexure-A (Technical details), Annexure-B- CMPDI inspection-detail &PBG/SD  
Format

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

(A K Sinha) *AKS/29/15*  
SM(MM)

**INDENT REFERENCE:-** This order is placed against Indent given below:

Indent nos. and Date	Budget Certification Details.
i) Indent no. BCCL/CGM(E&M)/ F-C indent/13-14/145 dtd 23.05.2013 Total Qty-6 nos IR Ref No: 713258 dtd 20.12.2013	i) e-BC No: BCCL/C & B/ CAP/ Reg. PN- 42/SN17/eBC no. 2141 (Cap 15-16) dated 25.08.2015( head P&M safety) /GM (E&M) Hq for Rs 12,35,478.00 (Rs twelve lakh thirtyfive thousand four hundred seventy eight only) e-FC No: 649 dated 08.09.2015(HQ) for Rs 12,35,478.00 (Rs twelve lakh thirtyfive thousand four hundred seventy eight only)

Copy to:

1. Depot Officer, Ekra Central Stores.: ordered items in subject order will be issued as per release order issued by GM (E&M), BCCL
2. GM (F) MM Div, Koyla Bhawan.
3. GM (E & M) , Koyla Bhawan , Dhanbad
4. GM(E&M), CMPDIL, Gondwana Place, Kanke Road, Ranchi
5. SM (Tech Cell), MM Div, Koyla Bhawan.
6. Master File/Office Copy.
7. IEM: Shri Naresh Chaturvedi, IAS ( Retd), CL-14, Sector-II, Salt Lake, Kolkata- 700091

SM (MM) *AKS/29/15*



**ANNEXURE-"A"****Technical Specification of Pneumatic roof drilling machine with accessories.****Physical Dimension :**

- Stage : Three Stage  
Closed Height : 1230 to 1240 mm.  
Extended Height : 3050 to 3060mm.  
Weight : 35 to 40 Kg.(approx.)  
Operation Air Pressure: 60 to 100 psi(0.55-0.69 N/sq.mm)  
Air consumption : 100 to 120 cfm(2.8-3.4 cu.m/Min)  
Maximum Output torque: 250 lb-ft(339 N.m) +/-5% (238.5 to 262.5 lb-ft)  
Maximum leg thrust at 90 psi: 1700 lb-ft(7.56 KN) +/- 5%  
Flushing : There should be provision for both air and water flushing either to be used at a time, for cooling the cutting tip and clearing of the debris.  
Max chuck speed : 950 rpm.  
Maxi.Noise Level (at 1 mtr) : 84 dB  
Drill chuck : As per requirement in the scope of supply with each machine

**Accessories:-**

1. 30 Mtrs. Air and Water Hose for operation with end fittings.
2. Oil lubricators.
3. Necessary tool kit for repair and maintenance along with manuals for each machine.
4. Drill Rod : 19mm/21mm with central hole for Air and water flushing shank for suiting, Drill bit size 25 mm.
5. 2.5mm size stone drill bit suiting for the drill rods.

Note:- It includes the list of spares required for operation and maintenance of the machine for one year . This also includes erection ,commissioning for the machine and training of drilling personnel . Materials to be used for the cylinders shall not be Aluminium/Aluminium alloy. M/C will be finished with antirusting and anticorrosive coats/paints.

**SCOPE OF SUPPLY WITH EACH MACHINE**

1. Pneumatic operated Roof Drilling Machine :- 1 No.  
Consisting of Drive Head, Air Legs, control Arm  
And carry Handle with provision of both air and  
Water flushing either to be used at a time.
2. PVC Air Hose with end fittings(quick release coupling of suitable pressure rating)-30 mtrs long
3. PVC Water Hose with end fittings(quick release coupling of suitable pressure rating)-30 mtrs long
4. Oil Lubricator with/quick release coupling on both ends :- 1 No.
5. Tool Kit for maintenance and repairs :- 1 Set.
6. Spares for one year of normal operation(list enclosed)
7. Drill Rod 19 mm - 900 mm Long :- 5 Nos.  
-1800 mm Long :- 5 Nos.  
-2400 mm Long :- 5 Nos.
8. Drill Bit - 25 mm :-25 Nos.
9. Oil for lubrication :-200 lit.
10. Operation and Maintenance Manual :- 1 Set



### 11. After Sales Service

You shall offer efficient and prompt after sales service and to ensure the availability of the spare parts and consumables throughout the life of the equipment. You must have trained service engineers who would attend the mine at regular intervals to carry out preventive maintenance of the machine.

Your service engineer would visit the mine every twelve weeks to attend the machine. A preventive maintenance is carried out once in every twelve weeks. This is to ensure near 100% availability of the machines at its full efficiency.

The list of spares for operation and maintenance of the machine for one year is provided

SR NO	DESCRIPTION	PART NO	QTY
1	CIRCLIP	64732220	2
2	CIRCLIP	64732240	2
3	NYLOC NUT	74804100	10
4	ORING	76100410	6
5	ORING	76100440	6
6	ORING	76100470	6
7	CIRCLIP	76100570	2
8	CIRCLIP	76100580	2
9	FILTER	76100590	2
10	WATER SEAI.	74600070	6
11	SEAL KIT 3 STAGE	76200340	2
12	WATER VALVE	76100460	1
13	AIR LEG VALVE	76100430	1
14	AIR MOTOR VALVE	76100400	1

SM (MM) 12/9/15



**Annexure-B**

Pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated here under:

Pre-dispatch inspection shall be carried out by M/s. CMPDIL (the above firm) as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s. CMPDIL will be as follows:

Checking and approval of test procedures/quality assurance plans. Verification of records and documents of your works.

Verification of documents and test certificate of bought out items and cross checks. You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost.

Final testing and checking of materials as per specifications. M/s. CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 1.00% of total F.O.R. Destination price with service Tax of 14% is to be paid to M/s. CMPDIL along with inspection call letter payable by DD which will be reimbursed subsequently by BCCL together with consignment billing.

Minimum 7 calendar days notice shall be given by you to M/s. CMPDIL for arranging inspection within valid delivery period as per contract.

The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with you in spite of clearance/acceptance by inspection authority i.e. M/s. CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.

The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s. CMPDIL.

Please send inspection call to M/s. CMPDIL, Ranchi/ their Regional Office as indicated above

Final inspection shall be arranged by the consignee after receipt of the material at our destination.

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.

Final Inspection shall be carried out at the consignee end by authorised representative of GM (H&M) after receipt of materials.

*(Signature)*



## FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

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

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. .... dated ..... made between M/s ..... a Company having its office at ..... (hereinafter called the supplier in connection with supply of ..... hereinafter called the "said Contract" to accept a Decd of Guarantee as herein provided for Rs. .... in lieu of the security deposit to be made by the supplier for their due fulfilment of the terms contained in the said Contract, we, the ..... Bank Limited ( hereinafter referred to as the said Bank having its office at ..... do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. .... (Rupees : ..... ) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the ..... (Name of the Bank) do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ....

We, the ..... (Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to ..... Unless demand or claim under this Guarantee is made on us in writing on or before ..... we shall be discharged of all liabilities under this Guarantee thereafter.

We, the ..... (Name of the Bank) further agree with the Purchaser that the Purchaser, shall have the 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 Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forbear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier 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 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 Purchaser the said sum of ..... or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the ..... (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. .... Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

[ In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under .

Name of the Bank :

Name of the Branch :

Location & Address :

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

Dated ..... day of ..... Signature of the authorized person  
For ..... Bank For and on behalf of the Bank

Imp. Code.

*am*



**FORMAT OF PERFORMANCE BANK GUARANTEE**

1. Messrs ----- a company having Regd. Office /its office at -----  
 -----hereinafter called the Seller has entered into a Contract No.-----  
 -----dt.----- (hereinafter called the said Contract) with Bharat Coking Coal Limited having its Regd. Office  
 (address to the given ----- (hereinafter called, the Purchaser) to supply equipment on the terms  
 and conditions in the said Contract.

It has been agreed that hundred percentage (100%) payment of the value of the equipment will be made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee for the sum of ----- equivalent to 10 % of the value of each equipment and accessories dispatched by the seller as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by the purchaser by reason of any of the terms or conditions contained in the said contract.

The ----- Bank having its office at ----- has at the request of seller agreed to give the guarantee herein after contained.

2. We, ----- (Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said seller of any of the terms or conditions contained in the said contract or by reason of the seller's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the seller 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 purchase and the seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We, ----- (Name of the Bank) further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period of the said contract and that it shall continue to be enforceable till all the dues of the purchase under or by virtue of the said contract have been fully paid and its claim satisfied or purchase certified that the terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharged the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the --  
 ----- (date to be given ----- period of contract + 90 days from the date of Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We, (Name of the Bank) further agree with the purchaser, that the purchaser, shall have the fullest liberty without our consent and without affecting in any manner no obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser, against the said seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said seller or for any forbearance act or omission on the part of the purchaser, or any indulgence by the purchaser to the said seller by any such matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an relieving us. 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 this purchaser the said sum of ----- or such lesser sum as may then be due the purchaser and as the purchaser may demand.

5. We, ----- (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser, in writing.

6. The Bank has under its constitution power to give this guarantee and Mr. ----- Manager, who has signed it on behalf of the Bank has authority to do so.

7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

[ In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under :

Name of the Bank :

Name of the Branch :

Location & address :

The BG shall be subject to the jurisdiction of the Civil courts Dhanbad District only.]

Date ----- Day of ----- 20

For ----- Bank

Signature of the authorised person  
 for and on behalf of the Bank  
 Emp. Code.

*an*

