



Under Jurisdiction of Dhanbad/Jharkhand Court Only

Bharat Coking Coal Limited

(A Miniratna Company)

A Subsidiary of **Coal India Limited**

Registered Office: Koyla Bhawan, Koyla Nagar, Dhanbad -826005

CIN:U10101JH1972GOI00091

Website: www.bcclweb.in

Material Management Department

Level-III, Commercial Block

Koyla Bhawan, Dhanbad-826005

(Fax No- 0326-2230183)

Phone No.0326-2230181

Email Id: gmmm.bccl@coalindia.in

Ref.No.: BCCL/Pur/419110/Bearing/20-21/PO/44

Date: 29.08.2020

Original by Regd. Post/E-mail

SUPPLY/PURCHASE ORDER

To,

M/s RMD INDUSTRIES LTD

36 STRAND ROAD ,3rd Floor , 1 #

Kolkata-700001

E-mail : rmdbearing@gmail.com

sales@rmdbearing.com

GSTIN: 19AAHCR5432K1Z0

Vendor Category : Manufacturer (MSE)

PAN- AAHCR5432K

Sub: Supply of Ball Bearing and Roller Bearings

- Ref:**
1. Our Tender no: BCCL/ PUR/419110/BALL AND ROLLER BEARINGS/19-20/70 dtd 07.02.2020
[Tender id: 2020 BCCL 164807 1]
 2. Your online Bid no. 498286 dated 24.02.2020 & subsequent correspondence on the above Tender.

Dear Sirs,

With reference to the above, we, for and on behalf of BCCL, hereby place PURCHASE ORDER on you for supply of following items as per rate, terms and conditions indicated below:

1. SCOPE OF SUPPLY: Ball Bearing and Roller Bearings

The detailed description along with specification of the items, Qty. to be supplied, Unit Rate and Extended Value will be as under:

NITSI No.	Item Description	Quantity (Nos)	Basic Unit Rate (In Rs)	Total Value (In Rs)
1	Ball Bearing; Bearing number: 6314 C3	5.00	1,390.00	6,950.00
6	Roller Bearing; Bearing number: N 317 MC 3	5.00	6,000.00	30,000.00
11	Roller Bearing; Bearing number: NJ 2316-ECMC 3	40.00	8,350.00	3,34,000.00
12	Roller Bearing; Bearing number: NJ 317-MC 3	17.00	7,030.00	1,19,510.00
15	Thrust Ball Bearing; Bearing number: 53224U	6.00	4,500.00	27,000.00
21	BEARING; Bearing number: 3003148/23048K	2.00	32,800.00	65,600.00
	Sub Total Value (In Rs)			5,83,060.00
	GST @ 18 % (IGST)			1,04,950.80
	Total Value			6,88,010.80
	Total Landed Value on FOR Basis (aprox.)			6,88,011.00

[The above prices are FIRM and on FOR Destination basis inclusive of packing & forwarding, Freight & insurance. Safe arrival of the complete equipment upto destination stores shall be your responsibility.]

2. GST:

- a) GST shall be paid extra as legally applicable during the scheduled delivery period. Presently applicable GST rate is 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.

Handwritten signature

Handwritten signature

- c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
- d) You have to ensure that if BCCL does not be able to avail Input Credit due to your fault then the loss amount to be recovered from you.
- e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
- f) E-Way bill, if required, shall be arranged by you.
- g) Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	RMD INDUSTRIES LTD
2	Constitution of Business	Limited Company
3	Trade Type (Manufacturer/Dealer/Service Provider)	Manufacturer
4	PAN	AAHCR5432K
5	GSTIN	19AAHCR5432K1Z0

3. **Input Tax Credit:** BCCL is entitled to avail input tax credit on account of CGST, SGST, IGST for indigenous products, IGST for imported products. Hence, set off allowed against CGST, SGST, IGST as per relevant tax act shall be considered for determining tender status for which bidders shall agree to submit following documents, at the time of supply, along with their bills for enabling BCCL to input tax credit.

- a) Invoice issued by the supplier should contain following elements as per Section 31 of CGST ACT, 2017 and GST Invoice, Credit and Debit Note Rules, 2017
 - name, address and GSTIN of the supplier;
 - a serial number of Invoice (should not be hand-written)
 - date of its issue;
 - name, address and GSTIN or UIN;
 - name and address of the recipient and the address of delivery, along with the name of State and its code;
 - HSN code of goods or Accounting Code of services;
 - Description and quantity of goods or services; ☒ total value of supply of goods or services or both;
 - taxable value of supply of goods or services or both taking into account discount or abatement, if any;
 - rate of tax as well as amount of tax; (central tax, State tax, integrated tax, Union territory tax or cess)
 - place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce;
 - address of delivery where the same is different from the place of supply;
 - whether the tax is payable on reverse charge basis; and
 - Signature or digital signature of the supplier or his authorized representative.
- b) Vendors / service providers should show CGST, SGST or IGST element separately in their offer and invoice should be raised as per GST Invoice Rule and GST Input Tax credit rules.
- c) Bidder has to submit a declaration on invoice or as separate Annexure along with that CGST, SGST or IGST as mentioned in Invoice has been deposited and prescribed return has been uploaded on GST Portal as per the provision of GST Act and rules thereon.
- d) GST Registration Number of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply of West Bengal is 19AAACB7934M2Z7. Kindly note that the above mentioned IDs are provisional ID and when GST authority issues final registration certificate, the same shall be indicates. In case Supply Contract is concluded on you, your bills (cenvatable) should bear this number to enable BCCL to claim INPUT TAX CREDIT.
- e) Amount of Statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2 of BCCL in the common portal of GST.
- f) In case of Motor Vehicle, if TCS will be collected, bidder will issue TCS Certificate in prescribed form i.e. 27D.




- g) If input tax credit claimed by BCCL is not admitted by tax authorities due to failure of bidder part in filling GSTP-I then loss to BCCL will be recovered from bidder dues or next Bill.
- h) Bidder is advised to pass on the benefit of Input Tax credit to BCCL as required under Section 171 of CGST act.

4. Freight & Insurance Charges: Nil

5. Mode of Dispatch: By Road on F.O.R. Destination, Freight paid basis. NOTE: You will ensure safe & sound delivery of stores at consignee's end.

6. Delivery Period: Delivery should be made within 3 months from the date of placement of supply order. Early delivery will be accepted. Delivery schedule shall be reckoned from the 10TH day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

7. Consignee & Paying Authority: Consignee & Paying Authority for this order will be as under:

Consignee:- 1. Depot Officer, SINIDIH Excavation workshop, BCCL for item sl no.1,6,11,12 & 15

2. Depot Officer, GOLAKDIH workshop, BCCL for item sl no.21

Paying Authority: HOD (F)(MM) , Purchase Finance , Koyla Bhawan , B.C.C.L. , Dhanbad

8. Payment Terms: 100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers' bills at consignee end, whichever is later.

9. Submission of Bills: 100% value of bill duly stamped, signed & pre-receipted in quadruplicate, as per terms of the order should be submitted for payment to the paying authority through consignee.

Bill should be submitted along with following documents:

- | | |
|---|---|
| 1. Receipted delivery challan in original; | 2. Price Certificate; |
| 3. Consignee note (if applicable); | 4. Guarantee/ Warranty certificate; |
| 5. Packing list (if applicable); | 6. Documentary evidence of taxes payment, if claimed; |
| 7. Any other relevant document, as per order. | |

NB: All documents to be submitted shall be duly authenticated. No payment will be made without submission of security deposit, if covered in order.

10. COMPOSITE GUARANTEE/WARRANTY:

The supplier 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.

The firm shall furnish the manufacturer's composite guarantee of satisfactory performance of the same in all respect for 18 months from the date of receipt and acceptance of material with the consignee or 12 months from the date of fitments whichever is earlier. If any defects are found.

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 the supplier and the cost for such collection will have to be borne by the supplier.

11. LOWEST PRICE CERTIFICATE: Supplier shall certify that the price quoted by them against this tender is the lowest and is the same as applicable to other Government Departments/ Undertakings/ Other Organizations. They should also certify that the quoted rates are not higher than rates quoted / prices charged by them for same items to other Customers.

12. Security Deposit: You are required to deposit 10% of value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any), i.e. ₹ 68,801.10 as security money in the form of Bank Draft /Bank Guarantee within 15 days from the date of order.

In case of SD in the form of BG, The Bank guarantee (as per enclosed format at Appendix-I) issued by the Bank on your behalf in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under

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'Structural Financial Messaging System'. The details of beneficiary for issue of BG under SFMS mode are furnished below:

Name of Bank	State Bank of India		Name of Bank	ICICI Bank
Branch name	Main Branch Dhanbad		Branch name	ICICI Bank, Dhanbad
A/C no.	35160317947	OR	A/C no.	019605001057
IFSC Code	SBIN0000066		IFSC Code	ICIC0000196

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.

- 13. Performance Bank Guarantee:** - PBG on schedule / Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10% value of the total order value (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any), i.e. ₹68,801.10 shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D

The Performance Bank Guarantee shall be issued by a scheduled bank in the format attached as Appendix-II and shall be irrevocable and unconditional and BCCL shall have the powers to invoke/en-cash it notwithstanding any dispute or difference between supplier and BCCL pending before the court, tribunal, arbitrator or any other authority. The Bank guarantee issued by the Bank on behalf of the supplier in favor 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 Bank	State Bank of India		Name of Bank	ICICI Bank
Branch name	Main Branch Dhanbad	OR	Branch name	ICICI Bank, Dhanbad
A/C no.	35160317947		A/C no.	019605001057
IFSC Code	SBIN0000066		IFSC Code	ICIC0000196

The Performance Bank Guarantee shall be released after fulfillment of all contractual obligations including warranty /guarantee conditions stipulated in the contract. For unsatisfactory performance and/or contractual failure, BCCL shall have the full right to invoke/en-cash the Performance Bank Guarantee.

14. INSPECTION AND TESTS:

- 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. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
- ii) 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.
- iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall both replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser. - 26 -
- iv) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country 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 representatives prior to the Goods shipment from the country of origin.

- v) Material are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.
- vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
- vii) 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.
- 14. Inspection Authority:** - Final inspection shall be carried out at the consignee's end by representative of the GM(Excn), BCCL after receipt of the material. No manufacturing drawing or sample of any of the items will be provided to the firms.
- 15. Transit Insurance:** Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.
- 16. Integrity Pact:** The Integrity Pact document has been signed by you and the same is deemed to have been signed by BCCL authorities.
- 17. Liquidated Damages/Penalty for failure to supply in time:** 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.
- In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option either to enforce the following:
1. To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(Half Percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent) and where felt necessary by BCCL, it may be increased up to 15 %.
 2. To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or
 3. To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply/or
 4. To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 9 (a) above except in case of force majeure condition
 5. Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Limited, shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay. Bharat Coking Coal Limited, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
 6. To forfeit the security deposit fully or in part

18. PRICE FALL CLAUSE:

You shall undertake 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 BIDDER 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 you to BCCL, if the contract has already been concluded.

Failure to confirm the above may render the offer liable for rejection without any further correspondence
All Other Terms & Conditions shall be as per NIT & as per your techno-commercial accepted offer.




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 order is 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 order shall be deemed to have been accepted by you for execution.

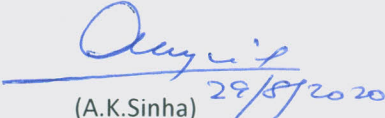
Enclosures:

1. Annexure 'A' (Detailed Technical Specifications & Parameters)
2. Appendix-I (SDBG Format)
3. Appendix-II (PBG Format)

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.


(Alok Kumar)
Deputy Manager (MM)


(A.K.Sinha)
Chief Manager (MM)

(This has got the concurrence and approval of competent authority)

INDENT & BUDGET CERTIFICATION REFERENCE:

Indent no. and Date	e-BC & e-FC Reference
1. Indent no. TOCP/19-20/49 dtd 10.08.19 for Titulmari OCP	(a) BC No. Budget certified / revalidated / recommended / Rev. Bud.20-21 vide B.C. No. BCCL/HQ/Pur-fin /store /budget/HEMM Spares (SWS) no.22 dtd 27.08.2020 Rs 6,10,603.00 , e.B.C. No.42 dtd 27.08.2020.
2. Indent no. BCCL/ Excv/ GOLAKDIH /2019-20/04 dtd 28.06.19 for Golakdih workshop	F.C. No. BCCL/PurFIN/FC/17 dtd 27.08.2020 for Rs 6,10,603.00 , e.F.C. No.30 dtd 27.08.2020
3. Indent no. BCCL/EXC/SWS/ INDENT / 2019/MB/01 dtd 29.04.19 for Sindih Workshop	(b) BC No. Budget certified / revalidated / recommended / Rev. Bud.20-21 vide B.C. No. BCCL/HQ/Pur-fin /store /budget/HEMM Spares (PLWS) no.3 dtd 27.08.2020 Rs 77,408.00 , e.B.C. No.4 dtd 27.08.2020.
IR No.419110 dated:-13.12.19	F.C. No. BCCL/PurFIN/FC/2 dtd 27.08.2020 for Rs 77,408.00 , e.F.C. No.3 dtd 27.08.2020

Copy to:

1. Depot Officer, Depot Officer, SINIDIH Excavation workshop, BCCL
2. Depot Officer, Depot Officer, Depot Officer, GOLAKDIH workshop, BCCL
3. HOD (F) (MM), MM Division, Koyla Bhawan
4. GM(Excvn)/HOD, Excavation Deptt, Koyla Bhawan
5. MM (Tech Cell), MM Div, Koyla Bhawan
6. Master File/Office Copy
7. GM(MM) CCL/NCL/WCL/SECL/ECL/MCL/CIL
8. Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida-201301, UP
9. Shri Aditya Prakash Mishra IRSE (Retd.), Flat No.-24, Aster-1, Vatika City, Sohna Road, Sector-49, Gurugram-122003, Haryana

Annexure 'A'**Requirement & Technical Specifications****(A) BEARINGS FOR ELEMOTORS & GENERATORS (TO BE REPAIRED AT SINIDIH WORKSHOP, OF BCCL):-**

Description, Part Number & Quantity:- The items should be suitable for different Motors and Generators to be repaired at Sinidih Workshop, BCCL. The firm should clearly indicate in their offer the item description, part number and quantity in their technical bid. The details of Description, Part No & Qty etc. is furnished below: -

NIT SL NO.	Bearing Type	Bearing Number	REQ. QTY. (NO.)
1.	Ball Bearing	6314/C3	5
6	Roller Bearing	N317 MC3	5
11	Roller Bearing	NJ2316 ECMC3	40
12	Roller Bearing	NJ317 MC3	17
15	Thrust Ball Bearing	53224 U	6

(B) BEARINGS FOR PRG BOX APPLICABLE TO EKG4.6/5.0 (TO BE REPAIRED AT GOLAKDIH WORKSHOP, OF BCCL):-

Description, Bearing Number & Quantity:- The items should be suitable for PRG Box applicable for EKG4.6/5.0 to be repaired at Golakdih workshop, BCCL. The firm should clearly indicate in their offer the item description, Bearing number and quantity in their technical bid. The details of Description, bearing No & Qty etc. is furnished below: -

NIT SI. NO.	DESCRIPTION	BEARING NO.	UM	QTY.
21	Bearing	3003148/23048K	NO.	2

After Sales Service:- The Firm should confirm that they are able to provide after sales service to end user.

Fitment guarantee:- The firm should give a guarantee for fitment of the supplied parts without any alteration i.e. addition or deletion.

Manufacturer Identification Mark / Logo Embossing:- They should confirm that the items supplied by them will be engraved / embossed with their manufacturer's identification mark / logo, preferably at a non-wearing surface. In case if embossing/engraving is not possible, the supplied item should be properly tagged for proper identification

Warranty:- The firm shall furnish the manufacturer's composite guarantee of satisfactory performance of the supplied material (bearings) for a period of 12 months from the date of fitment / commissioning or 18 months from the date of receipt and acceptance at consignee's end, whichever is earlier. If any defects are found due to faulty design, inferior quality of material or bad workmanship, the defective parts shall have to be replaced by the supplier free of cost within 30 days of such intimation by the end user.




APPENDIX -I**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 Deed of Guarantee as herein provided for Rs. in lieu of the security deposit to be made by the supplier for their due fulfillment 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 forebear 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.]

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 mode are furnished 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

Datedday of

For Bank

Emp. Code.

Signature of the authorized person

For and on behalf of the Bank

APPENDIX -II**FORMAT OF PERFORMANCE BANK GUARANTEE**

1. Messers ----- 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 than 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.]

The Bank guarantee issued by the Bank on behalf of the supplier in favor 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 mode platform
 are furnished 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

Datedday of
 For Bank

Signature of the authorized person
 For and on behalf of the Bank
 Emp. Code.

