


<p>Under jurisdiction of Dhanbad Court and Jharkhand High Court</p> <p><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</p>		<p>Office of the General Manager  Materials Management Department  Level-III, Commercial Block,  Koyla Bhawan, Dhanbad-826005  Phone: 0326-2230181  Fax No.: 0326-2230183  Website: <a href="http://www.bccl.gov.in">www.bccl.gov.in</a></p>
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**ORIGINAL BY REGD. POST.**

<b>SUPPLY / PURCHASE ORDER</b>	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.
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By Registered Post

Ref: BCCL/PUR/212280/A B SWITCH/13-14/RETENDER/24/129

Dt: 23-09-2015

To

M/S Genuine Trade Centre  
109, Netaji Subhash Road  
Kolkata-700001

Fax no:033-222712587  
Phone:033-22712439

Vendor Code: 1/03/M/X/160

Category: Dealer

Contact Person:Mr.Rajiv Jhunhunwala

**Sub** :This office e-tender no: BCCL/PUR/212280/A B SWITCH/13-14/RETENDER/24 Opened on 09-07-2014(Tender id no.2014\_BCCL\_2259\_1 ) and price bid opened on 13.07.2014

**REF:** (i) Your online offer(vide bid no.6183 ) through the portal of [www.coalindiatender.gov.in](http://www.coalindiatender.gov.in) against the subject tender

(ii)our letter no. BCCL/PUR/212280/A B SWITCH/13-14/RETENDER/24/259/4409-11

Dt:10.11.2014

(iii)Your subsequent confirmations/submission of short fall documents on the portal and your letter no: GTC/BCCL/KB/14-15 dated 19.12.2014 confirming price justification & letter no.GTC/BCCL/KB/14-15/E043/3 dated 09.03.2015

With reference to the above, we are pleased to place an order on you for Supply of "AB switches" of various rating manufactured by M/S Power Electrical Industries, Kamardanga, Santragachhi, Howrah-711104, at the rates and scope of supply as indicated under as per the technical specification specified in the Annexure-A enclosed and as per the terms and conditions given hereunder along with general terms and conditions of NIT.

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ITEM SL/NIT SL.NO.	ITEM DESCRIPTION	QTY.	UNIT BASIC RATE (Rs)	EXTENDED VALUE (Rs)
1	AB Switch 11 KV 800A	02	28350.00	56700.00
	Sub Total(Rs)			56700.00
	CST @ 2% against Form''C''			1134.00
	Total Landed Value(Rs.)			57834.00
	CMPDIL Inspection Charge @ 1% of F.O.R. Destination value(Rs.)			578.34
	Service Tax on CMPDIL Inspection charge @12.36 % (Rs.)			71.48
	Grand Total Landed Value (Rs.)			58,483.82
	Round off(Rs)			58,484.00

(Detailed technical specifications as per Annexure-A Enclosed).

1. **PRICE:** Firm and F.O.R Destination basis.2. **TOTAL ORDER VALUE:** The total order value will be Rs. 58,484.00 (Rs. Fifty Eight Thousand Four Hundred Four only) on F.O.R Destination basis.3. **EXCISE DUTY & CESS:** Not applicable. If applicable at the time of supply it will be borne by you.4. **SALES TAX:** 1) Concessional Central Sales Tax is payable extra as applicable against Form-''C''. Present Rate of CST is @ 2% against Form-''C''. Form 'C' will be issued by the consignee.5. **PACKING & FORWARDING CHARGES:** NIL6. **DELIVERY PERIOD:** Within 03(Three)months. Delivery shall be reckoned from the 10<sup>th</sup> day of placement of order.7. **FREIGHT & TRANS. INSURANCE:** NIL, Shall be arranged by the firm. The safe arrival of the consignment at consignee's end shall be your responsibility.8. **MODE OF DISPATCH:** By Road on F.O.R. Destination, Freight paid basis9. **ROAD PERMIT:** Road permit, if required, may be obtained directly from the consignee under intimation to this office.**NOTE:** You will ensure safe & sound delivery of stores at consignee's end.

Any increase in the rate of taxes &amp; duties beyond delivery period will be to your account.

10. **CONSIGNEE & PAYING AUTHORITY:** Consignee & Paying Authority shall be as under:

Consignee	Paying Authority
The Depot Officer, Central Stores, Ekra, B.C.C.L.	HOD(F)(MM), Purchase Finance, Koyla Bhawan, BCCL, Dhanbad

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11. **PAYMENT TERM** : 100% payment shall be made within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later.

12. **SUBMISSION OF BILL** : 100% value of bill duly stamped, signed & pre-registered in five copies, as per terms of the order should be submitted for payment to the paying authority through consignee.

Bill should be submitted along with Challan, Consignment note ( if required ), packing list if any, guarantee/warranty certificate, fitment / Test certificate if required, proof of payment of freight charges if freight is claimed, documentary evidence of Excise duty payment if claimed, Price Certificate, Copy of Inspection Note of CMPDIL ( If required ) and other documents as per order ( *Note – All documents to be submitted shall be duly authenticated* )

(No payment will be made without submission of Security Deposit & Performance Bank Guarantee).

THE DESIRED INFORMATION FOR RAISING VAT/CENVAT INVOICE		
	SUPPLIER	CONSIGNEE
Name & Address Of Area:		Ekra Central Store, Block – II Area, BCCL, Nawagarh, Dhanbad, Jharkhand – 828306
Tin No.:		20821500736
JST No.:		KT – 651 (R)
CST No.:		KT – 254 (C)
Circle / Sub		Katras Circle Katras
Service Tax Regd. No:		AAACB7934MST 009
Central Excise Duty Regd. No:		AAACB7934MEM 007
Range (Code):		Dhanbad - Code - 02
Division (Code)		Dhanbad - Code - 02
Commissionerate (Code):		Ranchi - Code - 87
PARTICULARS OF BANK ACCOUNT:As confirmed by you		
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME& ADDRESS: (With Telephone No. & Fax No.)	Genuine Trade Centre 109, Netaji Subhash Road, Kolkata-700001 Phone:033-22712439 Fax no:033-222712587
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	Indian Overseas Bank
	B. BRANCH NAME: (Including RTGS Code)	Amratala Branch IOBA0000720
	ADDRESS:	4/A, Rupchand Rai Street, Kolkata-700007
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	700020010
	D. ACCOUNT TYPE:(S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Current
	E. LEDGER NO./LEDGER FOLIO NUMBER:	NA
	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	072002000018355 Genuine Trade Centre

13. **GUARANTEE /WARRANTY** : The supply shall be covered by the maker's standard guarantee as follows:

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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.

**The supplier shall guarantee for the satisfactory performance of the complete equipment/ stores for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier.** In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The supplier will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them.

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.

14. **PRICE CERTIFICATE** : You should submit a certificate along with bill as stated below:

" The rates of the stores under this contract are the lowest at which we are selling to any other customer/Govt. Deptt./ Subsidiaries of CIL/ Other PSUs . If the materials are sold at any lower rate than that mentioned in this contract to any other agency , the same will automatically be applied to this contract from that date "

15. **SECURITY DEPOSIT** : You shall will be required to deposit as security money 10% of the value of this contract (including Taxes, duties, and other charges to the FOR Destination prices i.e. for **Rs. 5849.00 (Rupees Five thousand Four Hundred Forty Nine only)** in the form of Bank Draft / Bank Guarantee within 15 days from the date of order in the prescribed format annexed with NIT. The validity of BG 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 Security Deposit shall be forfeited. Your EMD shall be refunded on submission of confirmed Security Deposit..

16. **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 hereunder:

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

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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 @ 1.0% of total F.O.R. Destination price with service Tax of 12.36%, 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.

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 at destination site shall be arranged by the consignee within one week from the date of receipt of the material. Supplier's technical representative must be available at the time of inspection.

**17. 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 order i.e. of Rs. 5849.00 (Rupees Five thousand Four Hundred Forty Nine only) (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. PBG may be submitted either for the entire order quantity at a time or each equipment wise/lot wise.

**18. 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. 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 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

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- c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at your risk and cost and also
- 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.

**19. PRICE FALL CLAUSE :**

- 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.
- 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.

**20. FORCE MAJURE CLAUSE:** If the execution of the supply order is delayed beyond the period stipulated in the supply order as a result of out-break of hostilities, declaration of embargo /curfew or blockade or fire, flood, acts of nature or any other contingency beyond the suppliers control due to act of God then BCCL may allow such addition time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final.

All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and company's norms.

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

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*Handwritten signatures and dates:*  
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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 .

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

*Niraj Kumar*  
23/09/15  
( Niraj Kumar)

Sr.Manager(Excvn.)(MM)

*A D Santhish*  
23/09/15  
( A D Santhish)

Chief Manager (MM)-III

**INDENT & BUDGET CERTIFICATION REFERENCE**

Indent no and date	BC & FC No. & dt.
(i) BCCL/CGM(E&M)/F-Central Indent(Elect)/2013-14/03 dated 27.06.2013	BC No.: BCCL/C&B/CAP/Reg.P No-11/S.No.-61/ebc No.1906 dated 24-07-2015 (Cap 15-16) Head -P&M for Rs.58,484.00 (Rupees Fifty Eight Thousand Four Hundred Eighty Four) only. e-FC No: 652 dated 17.09.2015 for Rs 58,484.00
(ii) BCCL/CGM(E&M)/F-Central Indent(Elect)/2012-13/01 dated 27.12.2012	
IR no and date	
212280(12-13) dated 27-02-2013 & 213192 dated 10.10.2013	

Copy to: M/S Power Electrical Industries, Kamardanga, Santragachhi, Howrah-711104

Copy to:

- 1 Depot Officer, Ekra Central Stores.
2. HOD(Fin)(MM), MM Division, Koyla Bhawan-
3. GM(E&M)/C, BCCL
4. AM.(MM)(Tech Cell), MM Div, Koyla Bhawan.
5. CGM/GM(E&M), CMPDIL, Gondwana Place,, Kanke Road, Ranchi
6. Special Cell, CMPDIL, Gondwana Place, Kanke Road, Ranchi
- 8.. Mr.L C Singhi, IAS (Retd), L-31, Third Floor, Kailash Colony, New Delhi-110048
9. Master File / Office Copy

This issues with the concurrence and approval of the competent authority.

Enclosure: Annexure "A" &amp; Format of Security Deposit and PBG

*Niraj Kumar*  
23/09/15  
Sr.Manager(Excvn.)(MM)

*A D Santhish*  
23/09/15  
Chief Manager (MM)-III

ANNEXURE"A"(Two pages)

1/2

**TECHNICAL SPECIFICATION OF OFF LOAD ISOLATOR/AB SWITCH**

1.0 The requirement is for off load isolator for isolating equipments / over headlines . It shall be conforming to IS 1818 of 1972 ( as amended up to date) and IS 9921 part 1 to part 5 (1981 to 1985) as amended up to date .

Technical parameters :	
1.1 a) Nominal system Voltage KV(rms)	11 KV
b) Rated voltage of the isolator	12 KV
c) No. of phases	3
d) Frequency	50 HZ
e) Current rating	
	800A
f) Standard Impulse withstand voltage (+ & -) polarity :	
Across the isolating distance :	
	85KV
To earth & between pole :	
	75 KV
g) Rated one minute power frequency with stand voltage :	
Across the isolating distance :	
	32KV
To earth & between pole :	
	28 KV
h) Application	Outdoor
i) Max. ambient temp.	50°C
j) Atmosphere polluted	Heavily polluted Heavily polluted Heavily polluted heavily polluted

11KV - Single Throw, Double Break, Center Post Rotating, Manually Operated, Off Load Air Break Isolators with earthing switch

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2.0 Complete switch shall meet the following requirements .

2.1 Supporting insulators shall be of required no. post type brown glazed porcelains insulator and tested in accordance with IS 2544 of 1973 ( as amended up to date) . phase to phase and phase to earth clearance shall be as per relevant standards . Male and female contacts should be made of hard drawn copper blade of liberal cross section and the leakage distance shall not be less than the minimum specified in IS for heavily polluted atmosphere . Arching horn shall be provided and these should be made of copper rod having adequate diameter . Connectors shall be made of copper flexible braided tape .

2.2 Mounting : Shall be mounted on steel channels for horizontal / vertical operation as as indicated above .

2.3 Connection terminals : There shall be solder less connectors to accommodate AAAC Wolf / Dog conductor or IPS tube 65 mm diameter .

Operating mechanism : The rotating / rocking units shall be supported on taper roller

Bearings . Operating heights of blades should be adjustable if necessary . All moving parts should be fitted with brass / gunmetal / leaded phosphor bronze bushes . This should be complete with bar and C.I. pipe of adequate size and length . The same shall have arrangement for pad locking at OFF and ON position of the switch .

3.0 General : All non – conducting parts should be galvanized

4.0 Testing shall be as per relevant BIS

**1. Following documents will have to be submitted at the time of supply:**

Copy of routine test report as per BIS will have to be submitted for each isolator along with supply.

*N. Srinivasan*  
23/09/15

Sr.Manager(Excvn.)(MM)

*[Signature]*  
23/9/15

Chief Manager (MM)-III

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.]

Dated .....day of .....  
For ..... Bank  
Emp. Code.

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

*[Handwritten signature and date 23/09/15]*

**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.]

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

For ----- Bank

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

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