

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:U10101JJH1972G0I00091

Website: www.bcclweb.in

Ref.No.: BCCL/Pur/120028/C S Gear 5T-8T/ATE/70

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

Date: 12.11.2020

Original by Regd. Post/E-mail

SUPPLY/PURCHASE ORDER

To,

M/s Shakticast Private Limited

P.O-K.G Ashram, Gosaindih, Govindpur Road, Dhanbad, Jharkhand-828109 Mobile:- 91-9570000328 E-mail: Shakticast@gmail.com

GSTIN: 20AACCS7786C1ZH. Vendor Category : Manufacturer/MSE

PAN-AACCS7786C

Sub: Supply of Cage Suspension Gear 5T & 8T-SWL

<u>Ref:</u>

1. Our Tender no: BCCL/Pur/120028/C S Gear 5T-8T/ATE/17 Date:-09.06.2020 opened on 09.07.2020 [Tender id: 2020 BCCL 174489 1]

2. Your online Bid no. 535343 dated:-07.07.2020 & subsequent correspondence on the above tender.

Dear Sirs,

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

1. <u>SCOPE OF SUPPLY:</u> Cage suspension Gear 5T & 10T-SWL as per DGMS Circular with latest Amendment

The detailed description along with specification of the items, Qty. to be supplied, Unit Rate and

Extended Value will be as under:

S N	Item Description	Qty. (Sets.)	Unit Basic Rate (₹)	Extended Landed Value (₹)
1	C S Gear 8T SWL consisting of: Rope cappel- 8T SWL suitable for 29mm winding rope, Safety Hook with catch plate- 8T SWL, D-Plate -8T SWL with bridle chain, Shackles, Pins etc. [Make – Shakticast] (Technical specifications will be as per NIT & Techno- commercially accepted offer)	3 Sets	1,90,000.00	5,70,000.00
2	C S Gear 5T SWL consisting of: Rope cappel- 5T SWL suitable for 25mm winding rope, Safety Hook with catch plate- 8T SWL, D-Plate -5T SWL with bridle chain, Shackles, Pins etc. [Make – Shakticast] (Technical specifications will be as per NIT & Techno- commercially accepted offer)	1 Set	1,35,000.00	1,35,000.00
Total [A]				7,05,000.00
GST @ 18% (9% CGST+9% SGST) [B=18% of A]				1,26,900.00

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Total Landed Rate on FOR Destination Basis [C=A+B]	8,31,900.00
Total Landed Rate on FOR Destination Basis [Rounded Off]	8,31,900.00

(₹Eight lakh thirty one thousand nine hundred only)

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.
- 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) HSN codes and GST rates of the items covered in the above supply order placed will be as under:

S.No.	Item	HSN code	GST rate	
1	C S Gear 5T SWL	8430	GST 18 % [9%CGST+9% SGST]	
2	C S Gear 8T SWL	8430	GST 18 % [9%CGST+9% SGST]	

h) Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	M/s Shakticast Private Limited
2	Constitution of Business	Company
3	Trade Type (Manufacturer/Dealer/Service Provider)	Manufacturer
4	PAN	AACCS7786C
5	GSTIN	20AACCS7786C1ZH

- 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.
 - 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;

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- 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.
- 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.
- 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.
- 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.
- 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.
- In case of Motor Vehicle, if TCS will be collected, bidder will issue TCS Certificate in prescribed form i.e. 27D.
- 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.
- Bidder is advised to pass on the benefit of Input Tax credit to BCCL as required under Section 171 of CGST act.
- 4. Packaging & forwarding Charges: Nil
- 5. Transit Insurance Charges: Nil
- 6. Freight Charges (Unloading & Stacking): Nil
- 7. <u>Mode of Dispatch</u>: By Road on F.O.R. Destination, Freight paid basis. NOTE: You will ensure safe & sound delivery of stores at consignee's end.
- 8. Delivery Period: Delivery should be completed within 3 months from the date of order. However, keeping in view of our extreme urgency, earliest delivery will be highly appreciated. Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non-acceptance at the stores. Rest as per NIT
- **9.** <u>Consignee & Paying Authority</u>: Consignee & Paying Authority for this order will be as under: <u>Consignee:</u>-The Depot Officer, Central Store, Ekra, B.C.C.L.

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

10. Payment Terms: 100% payment along with full taxes and duties, may be released within 21 days after delivery and acceptance of the same by the consignee and receipt and acceptance of performance bank guarantee. Rest as per NIT.

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- 11. Submission of Bills: Eight copies of 100% value of bill, duly stamped, signed & pre-receipted, 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;
 - 3. Consignee note (if applicable);
 - 5. Packing list (if applicable);
 - Guarantee/ Warranty certificate;
- 2. Test Report as per relevant IS (if applicable);
- 4. Price Certificate;
- 6. Documentary evidence of taxes payment, if claimed;
- 8. Copy of valid BIS license (if applicable);
- 9. 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.

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

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.

Guarantee/ Warranty- Six years minimum from the date of installation as per DGMS Circular (approval) no.3 of 1979.

Warranty replacement should be completed within a reasonable period of maximum one month from the date of claim for indigenous goods and within three months from date of claim for imported goods free of cost upto ultimate consignee's end. All the cases of warranty replacement will be decided on the basis of joint inspection of the failed goods held between the user's representative and supplier's representative.

The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

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. ₹83,190.00 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 '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

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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. 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 either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 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. 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 is 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
 - 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)

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

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- 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.
- 15. Price Fall Clause: The Bidder undertakes that it has not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. And / or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.
 - i. The currency of contract will mean the period till completion of supply.
 - ii. The bidder will be asked to submit a copy of the last (latest) purchase order for the similar/ordered item(s) received by them from any Organization / Ministry / Department of the Govt. of India Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization, along with the offer.
 - iii. It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the similar / ordered item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization during the currency of the contract.
 - iv. The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar / ordered item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization."

There shall be no Price Fall Clause for purchase value up to Rs.1.00 lakh

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 (SD Format)

INDENT & BUDGET CERTIFICATION REFERENCE:

Indent no. and Date	e-BC & e-FC Reference	
Indent No:-BCCL/(E&M)/2019-20/4	BC No: BCCL/C&B/CAP/REG.PN:034/SN:23/eBCNo:627	
Dated:-12.09.2019	Dated:10.11.2020,	
	Head: Others P&M Others Sub Head. Safety Rescue,	
IR No.120028 dated:-04.06.2020	Unit Code: 2200,	
	File Org. Authority: GM(E&M),	
	Amount: ₹8,31,900.00	
	eFC No: 370 Dated: 12.11.2020,	
	Amount:- ₹8,31,900.00	

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

12-11/2020 (Vikky Anand) Asstt Manager (MM)

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

Copy to:

- GM PB/Bastacola Area, BCCL
- Depot Officer, Central Store Ekra, BCCL
- HOD (F) (MM), MM Division, Koyla Bhawan
- GM(E&M)I/C, E&M Deptt, Koyla Bhawan
- MM (Tech Cell), MM Div, Koyla Bhawan
- Master File/Office Copy
- GM(MM) CCL/NCL/WCL/SECL/ECL/MCL
- Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida-201301,
- Shri Aditya Prakash Mishra IRSE (Retd.), Flat No. 24, Aster-1, Vatika City, Sohna Road, Sector-49, Gurugram-122003, Haryana



S.No.	Description	UoM	Qty
1	C S Gear 8T SWL set will consist of: a) Rope cappel- 8T SWL suitable for 29mm winding rope. b) Safety Hook with catch plate- 8T SWL c) D-Plate -8T SWL with bridle chain, Shackles, Pins etc.	Sets	03
2	C S Gear 5T SWL set will consist of: a) Rope cappel- 5T SWL suitable for 25mm winding rope. b) Safety Hook with catch plate- 8T SWL c) D-Plate -5T SWL with bridle chain, Shackles, Pins etc.	Sets	01

IMPORTANT TERMS TO BE FOLLOWED FOR THE ITEM:-

A. The manufacturer shall:

- 1. Ensure Design, Material including chemical composition, Heat treatment, Manufacturing, Dimension and Factor of safety of the C S GEARS and its component shall conform to IS: 7587 Part I to VIII or its respective revised version.
- 2. Ensure for sound construction, good finish, free from defects like cracks, roughness, deep tool marks, deep notches and made within permitted limits of tolerance of the dimensions comply with the relevant standard of BIS.
- 3. Have adequate knowledge, facility of Forging, machining, drilling and finishing of C S GEAR and its components with manufacturing shall be done at the manufacturer's works and also strictly comply with DGMS Cir. (Tech. 1) of 2001 and fully responsible for quality of the Cage suspension Gears and it's components.
- 4. For those manufacturer who have no past approval of DGMS -Have conducted prototype test along with successful field trial in respect of the tendered item of same or higher rating in accordance with the referred DGMS/Mech./Tech.Cir.(Approval) No.1 of dated 13.02.2015 with latest amendment, thereby obtained proven status in any mining company shall be considered against submission of documentary evidence of prototype test reports, field trial reports and proven-ness certificate issued by end user against their trial order.

B. Testing and Examination:

- Each item shall be tested for its safe working load, Proof load, NDT, Chemical composition, Izod
 Impact test and factor of safety etc at any Govt. Approved laboratory or Test house accredited by
 NABL subject to confirmation to its ability to conduct such tests and passing the tests as per IS:
 7587 (Part I to VIII) or its respective revised version and Furnish all test reports/certificates with
 each consignment of C S Gear.
- 2. Manufacturer must have their own magnetic flaw detector and ultrasonic flaw detector along with operators processing requisite level-II certificates from ASTM/ISTM and shall conduct test of each components of C S Gears for ultrasonic testing and magnetic particle testing and reports of the same shall be recorded in bound-paged book at their works.

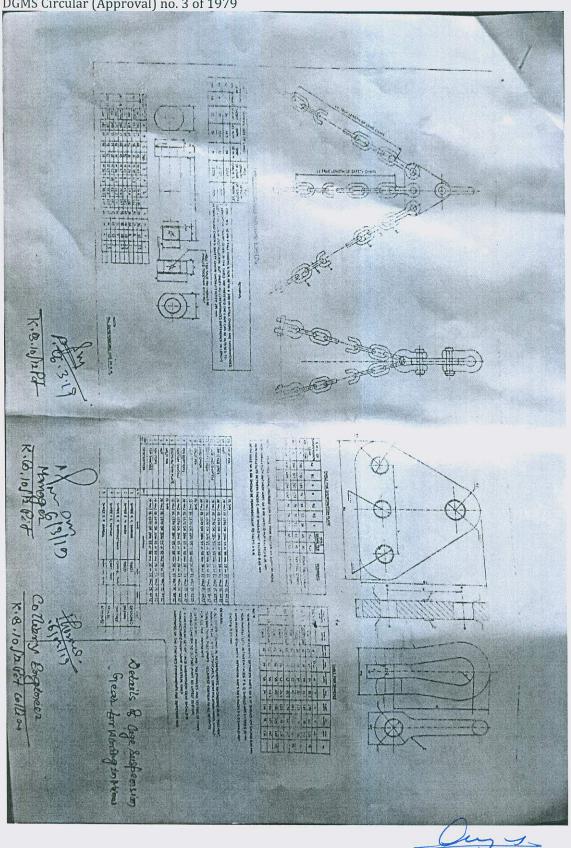
C. Marking:

Each component shall be legibly and permanently stamped on non-wearable portion of the part as per relevant standard of IS: 7587 (Part I to VIII) or its respective revised version.

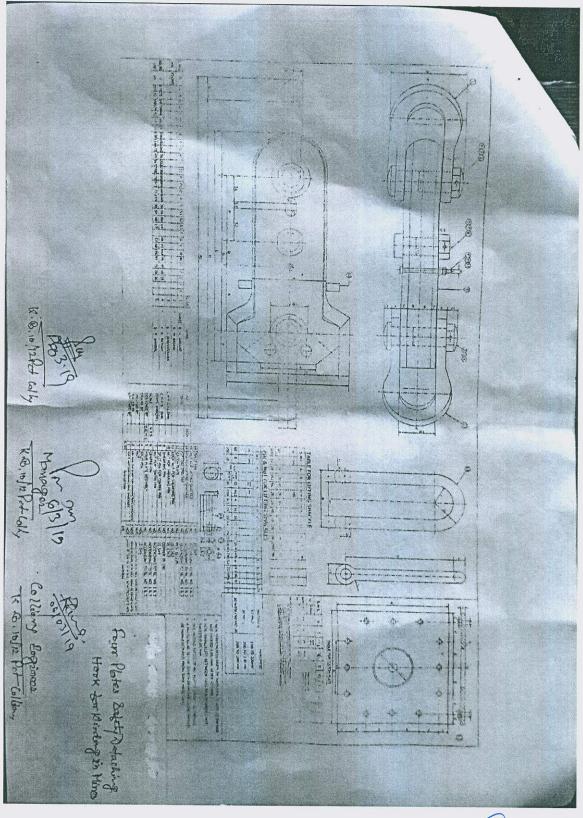
D. Life:

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The life of C S Gear and its component shall be six years minimum from the date of installation as per DGMS Circular (Approval) no. 3 of 1979



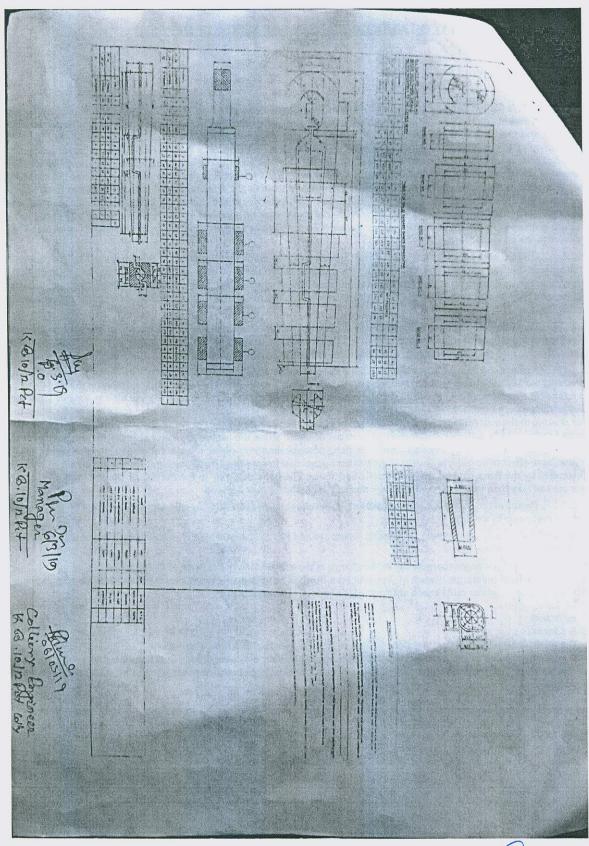
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APPENDIX -I

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

			THE STATE OF THE S	
M/s. Bharat Coking	Coal Ltd.			
Koyla Bhawan Koyla Nagar				
Dhanbad - 826005				
In consideration of Purchaser" (which counder the terms an office at	d condition of Contract No	nant to the subject or co	a Bhawan, Koyla Nagar, Dhan ntext including its successors de between M/ssupply of hereinafter of the security deposit to be ma Bank Limited (hereinafter imnify and keep indemnified the said so that a supply ach or breaches by the said so the the amount claimed by the	and assigns) having agree
supplier has dispute the Purchaser and t not exceeding Rs	due and payable by the Bank ed its liability to pay or has di he Supplier regarding the cla 	under this Guarantee. Visputed the quantum of im. However, our liabili	d made by Purchaser on the I We shall not withhold the payn amount or that any legal proc ty under this Guarantee shall	nent on the ground that th eeding is pending betwee be restricted to an amoun
on or before	we shall be discharged of	all liabilities under this	ein contained shall come into d or claim under this Guarant Guarantee thereafter.	ee is made on us in writin
or to extend the tim- to time any of the po- conditions relating to being granted to the Purchaser to the sai this provision have of it is not extended by such lesser sum as n	e of delivery of the specified owers exercisable by the Pur to the said contract we shall nees and Supplier or for any for d Supplier or by any such maeffect of so relieving us the Bay the Bank beyond the period any then be due to the Purchapy then be due to the Purchapy	obligations hereunder to items in the Contract from the Contract from the chaser against the said so the relieved from our labearance act or omission atter or thing whatsoeve and further agrees that it is specified above. The Baser and as the Purchase	t the Purchaser, shall have the vary any of the terms and con om time to time or to postpone supplier and to forebear or en iability by the reason or any sun on the part of the Purchase r which under the law relating case this Guarantee is requirant shall pay to the Purchase r may demand.	ditions of the said Contrace for any time or from tim force any of the terms and uch variations or extension or any indulgence by the g to sureties would but fored for a longer period and or the said sum of
We, the(N consent of the Purch	ame of the Bank) lastly under	takes not to revoke this	Guarantee during this currence	cy except with the previou
The Bank has under has authority to do s	its constitution power, to give	e this Guarantee and Mr.	Manager who has sign	ned it on behalf of the Banl
In case the BGs are with address and loc Name of the Bank Name of the Branch Location & Address The BG sha	 from outstation branch of Direction of the said branch at Direction : : : ill be subject to the jurisdiction 	hanbad then BG shall be hanbad/Kolkata will be on of the competent cour		ata branch of issuing banl
as well as issued und furnished below:	der " Structural Financial Me	ssaging System". The de	tail of beneficiary for issue of	ted, shall be in paper form BG under SFMS mode are
Name of Bank Branch name A/C no.	State Bank of India Main Branch Dhanbad 35160317947	OR	Name of Bank Branch name A/C no.	ICICI Bank ICICI Bank, Dhanbad 019605001057
IFSC Code	SBIN0000066	O.K	IFSC Code	ICIC0000196
Datedday of For Bank			Signature of the auth For and on beha	
Emp. Code.	lucey		ŧ	Duy. P
/0	CONTRACTOR OF THE PARTY OF THE			