



BHARAT COKING COAL LIMITED
 (A Miniratna company)(A Subsidiary of Coal India Limited)
 Office of the General Manager(MM)
 Materials Management Department
 Commercial Block L-III , Koyla Bhawan,
 Dhanbad : 826005(Fax No- 0326-2230183)

Ref no: BCCL/PUR/ 714087/Air lifting Bag/15-16/ 156

dt.19.10.2015

Purchase order by speed post

To,
 M/s Jyotech Engineering & Marketing Consultants
 B-127, Sector-65, Noida
 Distt. Gautam Budh Nagar
 UP- 201301

Vendor code- 2/59/D/A/001

Phone no. 01204711300 Fax-0120 4711317

sales@jyotech.com,kolkata@jyotech.com

Sub. : Supply of Air lifting Bag with accessories for Rescue Station , BCCL Dhanbad.

Ref. : This office Tender Enquiry No BCCL//PUR/714087/Air Lifting Bag/global/Re/14-15/121 open global e -tender opened on 02.04.2015 (on line) under e-procurement and your on line offer with a letter of authorization by M/s Savatech, d.o.o Solavania for air lifting bag and M/s Coltri Asia Pacific Co. Ltd (Asia pacific office/ware house of Aerotecnica Coltri ,Italy and subsequent correspondences on the above subject and , your last letter dated 25.09.2015 under tender id no.2015_BCCL_7920_1.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of Air lifting Bag with all accessories at the following specification price, terms and conditions

Scope of supply :

Item description and quantity	Qty (in set)	Basic unit rate in Rs.	Extended value in Rs.
Pneumatically operated Air Lifting Bag with accessories consisting ten items (detail technical specification enclosed as Annexure-A)	01	682000.00	682000.00
		CST @2%	13640.00
Total landed value in Rs.			6,95,640.00

Total landed value : (Rs Six lakh ninety five thousand six hundred forty only)

Terms and Conditions :

1	Price	Firm till execution of the contract & F O R Destination basis.
2	CVD,Custom cess & SAD	Included in the Quoted price .Cenvat credit towards CVD & SAD (Countervailing duty and Special additional duty) shall be availed by BCCL(if applicable as per excise rule) for which required documents should be provided by you.
3	CST	Extra as applicable within delivery schedule. Present rate of CST is @2% against form "C". Form "C" and Road permit if required will be issued by the Consignee/AFM block II.
4	Packaging & forwarding charges	Nil,
5	Freight & insurance	Nil, However, Safe arrival of material to the consignee end is the responsibility of the firm and at their own cost.
6	Payment Term	<p>Payment of 80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made within 21 days after receipt and acceptance of material or date of submission of bill whichever is later at the consignee end.</p> <p>Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of successful commissioning report duly countersigned by the GM (Rescue)/ GM J/C (S&R) to the effect that the equipment has been erected and commissioned to their entire satisfaction. However, if the equipment is not put to use by the project within 60 days from the date of receipt and acceptance at consignee's end, the balance 20% shall be released. No payment will be made without submission of Performance Bank Guarantee. Payment will be made through electronic fund transfer(EFT) and Electronic clearance system(ECS) Bank detail enclosed.</p>
7	Delivery	Within 4 months from the date of receipt of order. 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.
8	Guarantee/ Warranty	The materials must have guarantee / warranty for a period of 24 months from the date of installation and commissioning against any manufacturing defect/bad workmanship and if found defective within guarantee and warranty period, you have to replace/repair defective materials free of cost as deemed fit by the user/consignee..
9	L.D. Clause	The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified . No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser. In the event of failure to delivery or dispatch 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 successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.

b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without 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 the risk and cost of the defaulting supplier 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 the supplier, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due to the successful tenderer in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

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 GM(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.

10	Make	Airlifting Bag (Savatech)& Air compressor (Aerotecnica Coltri)
11	Consignee	The Depot Officer, Central Stores Ekra, BCCI, Dhanbad
12	Paying Authority	HOD (T) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
13	Inspection	Final inspection at consignee end by GM (S&R) /c or his authorised representative.
14	Performance Bank guarantee	You shall furnish a Performance Bank Guarantee (PBG) equivalent to 10 % of the order value (order value means FOB destination price including taxes, duties, transportation & insurance charges & other charges if any) . The performance guarantee shall be submitted in the

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	<p>form of Bank Guarantee issued by a scheduled Bank /Nationalised Bank on non judicial Stamp paper valuing Rs. 250.00. The validity period of Performance Bank Guarantee will be three months beyond the warrantee/guarantee period. The validity of PBG may be extended in case the ordered items do not work satisfactorily within the guarantee warrantee period. It shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. No payment will be made without submission of required Performance Bank Guarantee.</p>
15	<p>Force Majeure Clause</p> <p>If the execution of the contract/supply order is delayed beyond the period stipulated in the contract / supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire , flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL may allow such additional time by extending the delivery period , as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:</p> <p>a) The successful bidder will , in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authority , the beginning and end of the causes of the delay , within fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting out of Force Majeure , BCCL will reserve the right to cancel the contract and provisions governing termination of contract , as stated in the bid documents will apply.</p> <p>b) For delays arising out of Force Majeure , the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exists.</p> <p>c) If any of the force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.</p>
16	<p>Security Deposit :</p> <p>You shall will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices without having any ceiling in the form of Bank Draft / Bank Guarantee within 15 days from the date of order. The validity of BG will be for a period of 3 months beyond the expiry of delivery period. If the successful tenderer fails 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. The Bank Guarantee should be submitted on Rs.250/- non-judicial stamp paper.</p>

17	Price Certification	You will certify on their bills that the prices charged to BCCL is not higher than as charged to other Govt. Under Taking / Deptt and others organizations
18	Auditor's certificate for imported items	A certificate from your auditor certifying that they have paid custom duty as per prevailing custom rate and refund if any shall be passed on to the buyer should be submitted along with supplies/bills.
19	Submission of Bill	Pre-receipted stamped original bill for 100% value in four copy along with receipted delivery challan in original, Guarantee/Warranty certificate, and other relevant documents specified elsewhere in the order should be submitted to the Paying Authority through Consignee for onward transmission to the Paying Authority.
20	Jurisdiction	Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High court only
21	Import documents	<p>You shall furnish the following import documents along with final bill for import items</p> <ul style="list-style-type: none"> a) Copy of original packing list/invoice b) Copy of bill of lading/Airwaybill c) Copy of bill of entry d) Certificate from the principal for genuine ness of the supplied items. <p>The original of above documents should be available for verification if demanded by the consignee.</p>
22	Inspection & test clause i)The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. ii)The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes. iii)If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser. iv)Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser. v)The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods. vi)Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.	

All other remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our notice inviting tender and as per techno-commercially acceptable offer of firm .

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

Encl : Annexure-A (Technical details with other parameters)& format for PBG,SD &Bank EFT

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(A K Sinha)

Sr. Manager (MM)Pur

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

Indent nos. and Date	Budget Certification Details.
i) BCCL /GM (R)/indent/14/17 dtd 21.04.2014 through GM (S&R)/C IR Ref No: 714087 dtd 22.07.2014	i) e-BC No: BCCL/C & B/ CAP/ Reg. PN-42/SN23/eBC no. 11 (Cap 15-16) dated 03.10.2015 head P&M (Safety) unit code 2600, for Rs 6,95,640.00 (Rupees Six lakh ninety five thousand six hundred and forty only) corresponding i) e-FC no: 1 dated 14.10.2015(MRS) for Rs 6,95,640.00

Copy to:

1. Depot Officer, Ekra Central Store. BCCL, Dhanbad
2. HOD (T)MM, Purchase Finance Department, Koyla Bhawan.
3. GM I/C (S&R), Koyla Bhawan. /GM (Rescue) Dhansar
4. MM(Tech Cell), MM Div, Koyla Bhawan.
5. IEM: Prof (Dr.) LC Singhi, IAS (Retired) ,L-31, Third Floor Kailash Colony, New Delhi-110048,
6. Master File/Office Copy.
7. M/s Savatech d.o.o ,Skofjeloska c.6,SI-4000 Kranj, Slovenia –with reference to your authorization dtd 18.03.2015 and M/s Coltri Asia pacific Co. Ltd, 304,Industrial park 2,no. 94/5,Moo3 T, khao hinsoren, A phaanom sarakarm, chachoengsao 24140, Thailand reference to your authorization dtd 18.03.2015.
8. GM(MM)/GM(MM), CCL,NCL/WCL/SECL/MCL/ECL

SM (MM)

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ANNEXURE-"A"

(A) SCHEDULE OF REQUIREMENT:

SL. NO.	ITEM DESCRIPTION	Quantity (Set)
1	Pneumatically operated Air Lifting Bag (make- Savatech ,d.o.o) for Rescue / Recovery Work consisting of following 10 items: (i) Lifting Bags capacity 52/ 54 Aramide (1 No.) (ii) Lifting Bags capacity 41/45 Aramide (1 No.) (iii) Lifting Bags capacity 24/25 Aramide (1 No.) (iv) Pressure Regulator/reducer (1 No.) (v) Compressed Air Cylinder 6L (W) cap. (2 Nos.) (vi) Dual Dead man Controller (1 No.) (vii) Inflation Hoses : (a) Red/other colour – 10 M (1 No.) & Red/other colour – 5 M ((1 No.) (b) Yellow/other colour –10M (1 No.) & Yellow/other colour – 5M (1 No.) (viii) Shut-off hose with safety valve (1 No.) (ix) Foot pump with safety valve to inflate the lifting bags (1 No.) (x) Compressor for filling air cylinders &lifting bags (1 No.) (make- Aerotecnica Coltri,)	1

(B) TECHNICAL SPECIFICATION OF Pneumatically operated Air Lifting Bag

All items mentioned below should conform EN norms.

1. Lifting bag should be lightweight, handy & thin with a maximum insertion height of 30 mm for all sizes of bags.
2. The operation of inflating the bags should be easy and fast.
3. The bags should have Aramide reinforcement for high flexibility & lower weight.
4. The bags should be capable of using in all types of surfaces i.e. flat, uneven or sloping surfaces.
5. The bag should have very high bursting pressure with a high safety factor.
6. The equipment should have very high life expectancy.
7. Specifications of bags:

Capacity of different bags: -

Specifications	Lifting Cap- 24/25 T.	Lifting Cap- 41/45 T.	Lifting Cap- 52/54 T.
Dimensions (mm) not less than	600 x600	760x760	860x860
Height inflated condition not less than	300 mm	420 mm	450 mm
Lifting Capacity (ton) not less than	25	40/42	52/54
Weight(Kg) not more than	11.5	18.5	22.5
Thickness(mm) not more than	30	30	30
Maximum working pressure (bar)	08	08	08
Maximum air requirement (Liters)	420	925	1320
Minimum Bursting Pressure(bar)	32	32	32

Inflation time (sec)	22	55	65
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8. The bags should have displayed on it the brief operating instructions in suitable language.
9. Operation and maintenance manual to be provided with the tool.

Pressure Regulator:

1. Weight – Lightweight not more than 2.5Kg (including pressure gauge).
2. Hose length – Not less than 2M.
3. Max. Inlet /outlet pressure – 300bar/8bar.

Dual Deadman Controller:

1. Weight – Lightweight not more than 3Kg (including pressure gauge).
2. Max. Inlet /outlet pressure – 8bar/8bar.
3. Connection (inlet /outlet) - 1/2.
4. Safety valve – To be incorporated.

Compressed Air Cylinder (Spare)

1. Capacity –Minimum- 6 liters(W) (300 bar)
2. Weight of cylinder should be such as easy to carry manually.

Inflation Hoses:

1. Length -10M & 5M (as specified).
2. Safety Couplings- To be provided.
3. Max. Working pressure – 8bars.
4. Temperature resistant – Operating temperature range (-20°C to +65°C)
5. Safety factor: > 4

Shut up hose with safety valve:

1. Weight – Lightweight not more than 2.5Kg (including pressure gauge).
2. Hose length – Not less than 2M.
3. Temperature resistant – Operating temperature range (-20°C to +65°C)
4. Max. Working pressure – 8bars.
5. Safety factor: > 4

Foot Pump:

1. Weight – Lightweight not more than 5.0Kg (including pressure gauge).
2. Max. Working pressure – 8bars.
3. Equipped with – Pressure gauge and safety valve.

Air Compressor:

1. Power- Electrically operated – Motor Power (Three phase supply)- Minimum 2.2Kw.
2. Weight – Lightweight not more than 75Kg (including all accessories).
3. Cooling arrangement- Proper cooling arrangement (Flashlubrication arrangement) .
4. Lubrication-Proper lubrication arrangement.
5. Nos. of stages- 3 -4 stage.
6. Operating Pressure / Maximum Pressure - 225/330 bars.
7. Purifying arrangement - Arrangement for purifying air.
8. Controls – Besides manual operation it has an optional pressure switch controlled electric starters are available.
9. Construction – Sufficiently strong and robust construction.

10. Filling Rate (Min) to charge 1Lt. to 200 Bars – Not more than 3 Minutes.

(C) OTHERS

- a) **Guarantee/ Warrantee:-** The materials must have guarantee and Warranty for a period of 24 months from the date of installation and commissioning against any manufacturing defect/bad workmanship and if found defective within guarantee and warranty period, you have to replace/repair defective materials free of cost as deemed fit by the user/consignee.
- b) **Practical demonstration:-** Successful bidder will demonstrate above items at user's site for its function and use before supplying the same.
- c) **Delivery:-** Within 4 months from the date of receipt of order.
- d) **Training:-** Free training would be imparted to our personnel's (actual users) at our site.
- e) **Accessories & Tool Kit:-** Other essential accessories /maintenance tool kit required to be supplied for safe operation of supplied items.
- f) **Commissioning:-** Commissioning and installation will be done by your service engineer at our site (MRS Dhansar).
- g) **Service:-** Local /regional set up for back-up service.
- h) **Operative Manual:-** Supply of operative & service manual free of cost.
- i) **Spares:-** Supply of spares of the above mentioned equipment's till the end of its service life.
- j) **Life:-** Life of the above mentioned equipment's at least 15 years.

Qty-1 Set

On and behalf of BCCL


SM (MM) 19/10/15

BANK Detail

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/s Jyotech Engineering & Marketing Consultants B-127, Sector-65, Noida Distt. Gautam Budh Nagar
2	PARTICULARS OF BANK ACCOUNT:	
	A.BANK NAME:	
	B.BRANCH NAME:(Including RTGS Code)	Bank of Baroda, IFSC code BARB0GENOID
	ADDRESS:	GEN-Next Branch, Noida 201301
	C.9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	MICR no. 11001219
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Account Type - Current
	E.LEDGER NO./LEDGER FOLIO NUMBER:	
	F.ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	A/C No.33720500000002
	PAN no.	AAGPB6838B

FORMAT OF PERFORMANCE BANK GUARANTEE
(RS.250 non-judicial stamp paper)

1. Messers ----- a company having its office at -----
-----hereinafter called the Seller has entered into a Contract No.-----
dt.----- (hereinafter called the said Contract) with Bharat Coking Coal Limited (hereinafter called, the Purchaser) to supply equipment/accessories 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, ----- Bank Ltd. 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, ----- Bank Ltd., 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 that would be taken for the performance 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 ----- months from the date of Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We, Bank Ltd. 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, ----- Bank Ltd. 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 Limited

Signature of the authorised person

for and on behalf of the Bank

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 Signature of the authorized person

For Bank For and on behalf of the Bank

Emp. Code.