

भारतकोकिंगकोललिमिटेड एकमिनीरत्नकंपनी (कोलइंडियालिमिटेडकीएकअनुषंगीइकाई) सामग्री प्रबंधन विभाग कोयलाभवन, कोयला नगर धनबाद-826005, CIN : U10101JH1972GOI000918 कमर्शियलब्लॉक L-III , फ़ैक्स- 0326-2230183 फ़ोननंबर-0326-2230181		Bharat Coking Coal Limited A Miniratna Company (A Subsidiary of Coal India Limited) Material Management Department KoylaBhawan, Koyla Nagar Dhanbad- 826 005 C.I.N: U10101 J.H.1972 G.O.1000918 Website :www.bcclweb.in Email. Id: gmmm.bccl@coalindia.in
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P.O No- BCCL/PUR/718103/RETENDER/WAS /VIBRATING SCREEN/85/60

DATED 12.09.2019

MSE

BY REGD.POST / SPEED POST

To

M/S M K ENGINEERS AND TRADERS. SINDRI ROAD, NEAR JHARIA CLUB, P.O. BHAGA, DHANBAD, JHARKHAND-828301 Phone: 9334070551	Vendor Code-1/13/M/U/249
	GSTIN No- 20ACAPA3238Q2ZX
	PAN no- ACAPA3238Q
	email- mkengineers55@yahoo.com

Sub: PURCHASE ORDER FOR PROCUREMENT OF ELECTRO MECHANICAL VIBRATING SCREEN

Ref. i) your offer against Our Tender No: BCCL/PUR/718103/RETENDER/WS/VIBRATING SCREEN/18-19/85 Dated 30.01.19, opened on 01.03.2019 online and subsequent correspondences and offer validity extension thereof, latest being 07.09.2019

Dear Sir,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for PROCUREMENT OF ELECTRO MECHANICAL VIBRATING SCREEN to Bharat Coking Coal Limited., situated in Jharkhand State at the following price, terms and conditions:

1. Scope of Supply:

item description	Qty(Set)	HSN Code	Basic rate/unit (Rs)	GST@18% (Rs) (SGST @9%+CGST @9%)	Extended Value inclusive of GST(Rs)
ELECTRO MECHANICAL VIBRATING SCREEN (1.8 mt X4.8 mt, 80 TPH) Detailed technical specification as per Annexure-A Material code: 30213040012	1	84741090	1145245	206,144.10	1351389.10

Total Contractual value will be Rs-13,51,389.10 rounded off to Rs 1351389 (Rupees Thirteen Lakh Fifty one thousand Three Hundred and Eighty Nine only)

2. PRICES: The above prices are FIRM & FOR destination basis

- 3. GST:**
- a) GST shall be paid extra as legally applicable. Present rate is @18%(SGST @9%+CGST @9%) as 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) If BCCL is not able to avail input tax credit due to your fault, then the amount of loss shall be recovered from you.

[Signature]

[Signature]



e) GST registration no of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case supply for West Bengal is 19AAACB7934M2Z7, the same shall be indicated, your bill (cenvatable) should bear this number to enable BCCL to claim input tax credit.

4. **PACKING & FORWARDING: NIL**

5. **FREIGHT: NIL**, to be covered by the supplier

6. **TRANSIT INSURANCE:** Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk

7. **PAYMENT TERM:**

(i) 80% payment within 21 days after delivery and acceptance of material by BCCL against PBG of 10% total value of the ordered item (i.e FOR destination price including taxes, duties, transportation and insurance charges and other charges, if any)

(ii) Balance 20% and installation & commissioning charges if any, within 21 days against successful commissioning of equipment.

Payment will be made through electronic fund transfer (EFT) and Electronic clearance system (ECS).

Note: Payment shall be released after submission of PBG as per order terms

8. **DELIVERY PERIOD:** Delivery of materials shall be within 4(four) Months from the date of receipt of purchase Order. Supply, Installation, Commissioning And Testing of the ordered materials shall be within 5(Five) Months from the date of receipt of purchase Order However, keeping in view of our emergency earliest delivery will be appreciated. The delivery schedule will be counted from the 10th day of the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery. 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.

(Note: for the above one month shall be considered 30 days)

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

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.

You shall guarantee that the material offered shall meet the rating & performance requirement stipulated in this specification. You shall give a guarantee/warranty for satisfactory performance of the supplied material for a period of 12 months from the date of installation and commissioning or 18 months from the date of receipt and acceptance at consignee's end whichever is earlier. You shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for you to replace or to renew any defective part, such replacement or renewal shall be made by you 100% free of cost without any extra cost to Bharat Coking Coal Limited. The new goods should be supplied on FOR destination basis free of Cost. Warranty replacement should be completed within a reasonable period of maximum within one month from the date of claim for indigenous goods and within three months from the date of claim for imported goods free of cost up to ultimate consignee's end. All cases of warranty replacement will be decided on the basis of joint inspection of the failed goods held between the users' representative and your 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 you and the cost for such collection will have to be borne by you.

10. **PENALTY FOR DELAY IN SUPPLY (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 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 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 cancel the supply order or a portion thereof, and if so desired to purchase the store at your risk and cost and also

(c) 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

(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.

11. **PERFORMANCE BANK GUARANTEE(PBG):** PBG on schedule / Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period i.e. for 21 months from date of supply for 10% value of the supply order (by adding GST etc. to the FOR destination price of the items ordered) i.e. for Rs. 1,35,139/- 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

However in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing bank should immediately send by Registered Post with A.D an unstamped duplicate copy of the BG directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order. The A.D card should be kept with the loan papers of the relevant BG.

The Performance Bank Guarantee shall be released after fulfilment 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.

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 platform is furnished below:

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ, BCCL
	Bank Account no.	35160317947
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch Dhanbad	
IFSC code	SBIN0000066	

Or

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ, BCCL
	Bank Account no.	019605001057
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	ICICI Bank	
	ICICI Bank, Dhanbad	
IFSC code	ICIC0000196	

The above particulars are to be incorporated by the issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future. The Performance Bank Guarantee shall be issued by a scheduled bank in the format attached as ANNEXURE - G

The original Bank Guarantee issued by the issuing Bank shall be sent by the issuing Bank to the beneficiary (MM Department), BCCL by Registered Post (A.D.).

12. **SECURITY DEPOSIT:** You 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 i.e. for Rs. . 1,35,139/- without having any ceiling in the form of Bank Draft /Bank Guarantee (As per format given in NIT) within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If you fail to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. For successful supply, 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. For orders with Performance Bank Guarantee Clause, the Security Deposit shall be refunded after successful completion of the supply/commissioning (wherever applicable) and against receipt of the acceptable performance Bank Guarantee. 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 platform is furnished below:

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ, BCCL
	Bank Account no.	35160317947
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch Dhanbad	
IFSC code	SBIN0000066	

Or

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ, BCCL
	Bank Account no.	019605001057
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	ICICI Bank	
	ICICI Bank, Dhanbad	
IFSC code	ICIC0000196	

The above particulars are to be incorporated by the issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future. The Security Deposit Bank Guarantee shall be issued by a scheduled bank in the format attached as ANNEXURE - F

The original Bank Guarantee issued by the issuing Bank shall be sent by the issuing Bank to the beneficiary (MM Department), BCCL by Registered Post (A.D.).

13. **PRICE FALL CLAUSE:** The supplier undertakes 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

handling facilities at all points in transit. The packing, marking and documentation within and on the package shall comply strictly with such special requirements as shall be expressly provided for in the contract.

20. **ISSUE OF E WAY BILL:** The supplier shall generate E-Waybill, wherever required.


ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY

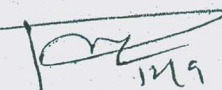
This contract is concluded with the issuance of this Order. Two copies of the Purchase Order are being sent to you. You are advised to acknowledge the receipt and acceptance of the Order by returning one copy duly signed and stamped to this office positively within 15 days, failing which this contract shall be deemed to have been accepted by you for execution.

All other terms and conditions shall be applicable as per NIT.

This issues with approval of competent authority.

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


(Sonu Gupta)
Dy.Mgr. (MM)


(R.K. Mishra)
CM (MM)

INDENT REFERENCE:

Sr.No	Indent no. and Date	BC & FC no. & dt.	Indenting Authority
1	CAP/MW/17-18/56 DATED 06.11.17 IR No: 718103 dtd. 14.08.2018	.BC.No : BCCL/C&B/Cap/Reg. PN-11/SN-265/eBC No-08 dtd. 08.08.2019 of ₹ 13,51,389/- under head P&M(others) New Job eFC no 07 dated 11.09.19 for ₹ 13,51,389/-	PO(MND)/GM(Ws)W

ENCI:

1. Annexure 'A' for Technical Specifications
2. Format for Bank guarantee for Security Deposit and Performance Bank Guarrantee (Annexure F & G)

Copy to:

1. GM(Ws)WD BCCL.
2. HOD(F)MM, BCCL. Koyla Bhavan, Dhanbad.
3. Depot Officer, Regional Store, Moonidih(WJA)
4. MM(Tech Cell), MM Div, Koyla Bhawan
5. GM(MM) CIL, CCL, ECL, WCL, NCL, SECL, NEC
6. 1. Prof (Dr) L.C. Singhi, IAS (Retd) L-31 Third Floor Kailash Colony, New Delhi-110048
2. Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301. E-mail-sudhakarpd2@gmail.com
7. Office Copy/Master Copy

similar product/systems or sub systems was supplied by the supplier 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 the supplier to BCCL, if the contract has already been concluded.

14. **CONSIGNEE:**

1. DEPOT OFFICER, MOONIDIH COAL WASHERY, BCCL

15. **PAYING AUTHORITY:** HOD(F) MM, KoylaBhawan, Dhanbad.

16. **INSPECTION:**

- 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 all alternatives 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 be carried out at the consignee end after receipt of materials by GM (Ws)WD or his authorized representative.
- 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.

17. **PRICE CERTIFICATE:** A Price certificate as stated below, should be submitted along with supply bill:

"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"

18. **SUBMISSION OF BILL:** Bill as per GST Act/rules (in six copies) along with, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents should be submitted to the Paying Authority through Consignee only. The details of your bank account shall be mentioned in your Bill to facilitate e-payment.

The following Documents need to be submitted along with the supply/Bill:

- a. Consignment note
- b. Delivery Challan in original
- c. GST paying documentary evidence
- d. Warranty/Guaranty certificate/ Inspection note wherever required.
- e. Price certificate(as mentioned above in clause 16)
- f. Any other document specified in the Supply Order

Note: the above documents shall be forwarded to paying authority for payment by the consignee.

19. **PACKING:** The Supplier should confirm provision of proper packing of the goods to be transported by them as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy

Annexure –A-Technical Specifications

DETAILED TECHNICAL SPECIFICATIONS OF ELECTRO MECHANICAL VIBRATING SCREEN:-

Size of Screen	: Length 4800mm
	: Width 1800mm
Material to be handled	: coal
Bulk Density	: 0.8 to 1.2 T/Cu.Mtr
Capacity	: 80 TPH
Type of Screen	: Hanging type
Drive	: Through two nos unbalanced motors
Motor	: 8.56 KW, 950 RPM(Sinex Primemovers Make)
Power Supply	: 415 V, Three Phase, 50 Hz A.C.
Material of Construction of Screen Deck	: SS304 wedge wire screen panel
Number of Panels	: 12
Size of panel	: 1150 X 560 X 0.5 mm aperture

Other Terms and conditions:

1. You shall be responsible for supply, installation, commissioning and testing of the ordered material.
2. You shall provide two set of operation and maintenance manual.
3. You shall also supply two sets of tools and tackles of special type if any required for maintenance of the supplied Screens.
4. Necessary training shall also be imparted to the workmen/supervisors for efficient handling of the supplied Screens.
5. Warranty spares if any shall be part of the supply of machine.



ANNEXURE - F

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

Dated day of

For Bank

Signature of the authorized person

For and on behalf of the Bank

Emp. Code.



ANNEXURE - G

FORMAT OF PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

platform is furnished below:

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

For ----- Bank

Signature of the authorised person

for and on behalf of the Bank

Emp. Code.