	BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Limited) Office of the General Manager(MM) Materials Management Department Commercial Block L-III , Koyla Bhawan : Koyla Nagar Dhanbad : 826005(Fax No- 0326-2230183)
SUPPLY / PURCHASEORDER	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

BY REGD.POST / SPEED POST

Ref no: BCCL/PUR/112009/Air compressor/13.-14/297

Dt. 12.03.2014

To
M/S Allied Mining Company,
204-B, Bajiprabhu Nagar,
Nagpur – 440 033
Fax no:- 91-712-2242159

Vender code 1/16/M/S/005

Sub:- Supply of Air Compressor With FLP Electricals.

- This office Tender Enquiry No BCCL/PUR/112009/Air compressor/Re/54 opened off line 19.09.2013 and on line on 20.09.2013
- Your offer No. AMC/OG/BCCL/732 dtd 10.09.2013 and subsequent correspondences on the above subject last being your letter dtd. 26.01.2014.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of Trolley Mounted Air Compressor with FLP Electricals at the following specification , price and terms and conditions:

1.SCOPE OF SUPPLY:-

SN	Description		Basic Unit Rate	Extended Value
A	Air Compressor with DGMS approved 550 V FLP Electricals 140 Cu M/Min. Detailed specification as per Annexure-A Mat code- 22605992735	006	482895.00	2897370.00
	Ex Duty and cess @12.36%			358114.93
	CST @ 2%			65109.70
	P& F @ Rs 9657.90/-(each)			57947.40
	Freight @ Rs 14486.85/-(each)			86921.10
	Landed Rate in Rs.			3465463.13
	CMPDIL Inspection charges @ 01%			34654.63
	Service Tax on Ins Charges @ 12.36%			4283.31
	Make – Allied Mining Company(AMC make)			35,04,401.07

(Total contractual value : Rs. Thirty five lakh four thousand four hundred one and paise seven only)

TERMS & CONDITIONS:

[Signature]
12/03/14

[Signature]

01	Price	Firm & F O R Destination basis.
02	Ed & Ed cess	Excise duty will be paid extra at the rate applicable at the time of supply against documentary evidence required as per Excise rule for getting CENVAT credit . Quoted rate indicated above.
03	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.
04	P&F charges	Rs 9657.90/- each as indicated above
05	Freight	Rs.14486.85 each against documentary evidence as indicated above,
06	Transit insurance	Included.
07	Payment Term	100 % payment within 21days from the date of receipt and acceptance of materials or date of submission of bill whichever is later at the consignee end . Payment will be made through electronic fund transfer(EFT) and Electronic clearance system(ECS).Detail of Bank is enclosed with supply order.
08	Delivery	Supply 2 nos within 2 months and there after @2 machines per month. from the date of receipt of order. Safe arrival of materials at the consignee end shall be responsibility of supplier. Delivery schedule shall be reckoned from the 10 th day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.
09	Guarantee/ Warranty	Materials supplied should be guaranteed for a period of 12(twelve) months from the date of fitment or 18 months from the date of receipt and acceptance at consignee end whichever is earlier against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended within 07 days from the date of receipt of report and replace the materials within 21 days free of cost.
10	L.D. Clause	<p>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.</p> <p>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:</p> <p>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 .</p> <p>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 canceling the supply order in respect of consignment not yet due for supply or</p> <p>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</p> <p>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</p>

	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.
11	Performance Bank Guarantee (PBG): You shall furnish a Performance Bank Guarantee (PBG) equivalent to 10 % of the order value (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any). The performance guarantee shall be submitted in the form of Bank Guarantee issued by a scheduled Bank /Nationalised Bank on non judicial Stamp paper valuing Rs. 250.00. The Bank Guarantee shall be valid for three months beyond the expiry of Guarantee/Warranty period. It 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 no.
12	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.
13	Consignee The Depot Officer, Ekra Central Store, BCCL, Dhanbad.
14	Paying Authority GM(F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
15	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 Annexure-B . Final inspection by consignee end by GM (E&M) or his authorised representative.
16	Force Majeure Clause 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

	<p>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>	
17	Security Deposit	<p>You have to deposit as security money 10% of the value of the supply order (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 B.G. will be for a period of three months beyond the expiry of delivery period. If you fail to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL . The Security Money shall be Refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited. (Format enclosed)</p>
18	Jurisdiction	Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High court only.
19	Integrity Pact	You have signed Integrity pact issued with NIT . Justice Ashok Kumar Chakraborty (Retired) ,BB-69 Sector I, Salt Lake,Kolkata-700064, will be independent external monitor against this tender/ contract.
20	Inspection and Test clause	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

22/03/17

	vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.																																				
21	<p>Submission of Bills:</p> <p>a) Supplier shall have to submit (100% value of bill duly stamped & pre-receipted) bills (six copies) to the consignee along with the consignment and challan with the requisite documents, if any.</p> <p>b) The consignee shall then send SR notes, challan, Inspection note, warrantee/guarantee certificate and five copies of bills (including the original) and any other requisite documents to the paying authority as specified in the order.</p> <p>c) The following additional information should be incorporated in your invoice as per Central Excise Duty Act in respect of both the supplier and consignee so that BCCL may avail CEVAT credit under Central Excise rule.</p> <p>i) General:</p> <p>Serial No. of Invoice</p> <p>Description of the goods</p> <p>Classification of the goods</p> <p>Time and date of removal</p> <p>Mode of Transport and vehicle registration</p> <p>Rate of duty</p> <p>Quantity and value of goods and Duty payable thereon</p> <p>ii) Statutory particulars in respect of both the supplier and Consignee.</p> <table border="1"> <thead> <tr> <th colspan="3">THE DESIRED INFORMATION FOR RAISING CENVAT INVOICE</th> </tr> <tr> <th></th> <th>SUPPLIER</th> <th>CONSIGNEE</th> </tr> </thead> <tbody> <tr> <td>Name & Address Of Area:</td> <td></td> <td>Ekra Central Store, Block – II Area, BCCL, Nawagarh, Dhanbad, Jharkhand – 828306</td> </tr> <tr> <td>Tin No.:</td> <td></td> <td>20821500736</td> </tr> <tr> <td>JST No.:</td> <td></td> <td>KT – 651 (R)</td> </tr> <tr> <td>CST No.:</td> <td></td> <td>KT – 254 (C)</td> </tr> <tr> <td>Circle / Sub</td> <td></td> <td>Katras Circle Katras</td> </tr> <tr> <td>Service Tax Regd. No.:</td> <td></td> <td>AAACB7934MST 009</td> </tr> <tr> <td>Central Excise Duty Regd. No.:</td> <td></td> <td>AAACB7934MEM 007</td> </tr> <tr> <td>Range (Code):</td> <td></td> <td>Dhanbad - Code - 02</td> </tr> <tr> <td>Division (Code)</td> <td></td> <td>Dhanbad - Code - 02</td> </tr> <tr> <td>Commissionerate (Code):</td> <td></td> <td>Ranchi - Code - 87</td> </tr> </tbody> </table>	THE DESIRED INFORMATION FOR RAISING 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
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22	Bank detail																																				

Bank Details:

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	Allied Mining Co, 204-b, Baji Parbhu Nagar, Nagpur- 440033
2	PARTICULARS OF BANK ACCOUNT:	
	A.BANK NAME:	Indian Overseas Bank
	B.BRANCH NAME: (Including RTGS Code)	Ramnagar, IOBA0000875
	ADDRESS:	
	C.9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	440020003
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code	Cash Credit

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12/03/14

10/11/13)	
E.LEDGER NO./LEDGER FOLIO NUMBER:	
F.ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	087502000000776

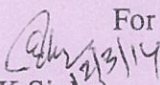
ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NOTICE INVITING TENDER AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

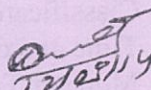
N.B:- This issues with the concurrence of GM(F) MM vide diary no. 5919/F dtd 07.02.2014 and approval of D(T)OP dtd 27.02.2014. This contract is concluded with the issuance of this order. You are requested to kindly acknowledge receipt and acceptance of order within 15 days from date of issue of order. 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), Annexure-B- CMPDI inspection detail &PBG/SD Format

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.


(A K Sinha)
Sr. Manager (MM)Pur

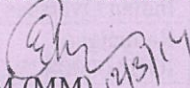

(U Kumar)
GM (MM)S&P

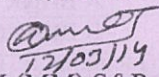
INDENT REFERENCE:- This order is placed against Indent given below:

Indent nos. and Date	Budget Certification Details.
i) Indent no.BCCL/CGM(E&M)/ /Central indent/12-13/122 dtd 06.02.2012 Total Qty-6 nos IR Ref No: 112009 dtd 07.04.2012	i) e-BC No: BCCL/C & B/ CAP/ Reg. PN- 37/SN320/eBC no. 570 (Cap 13-14) dated 10.03.2014 head P&M for Rs 35,04,401.07 (Thirty five lakh four thousand four hundred one and paise seven only) e-FC No: 219dated 11.03.2014(HQ) for Rs 35,04,401.07 (Thirty five lakh four thousand four hundred one and paise seven only)

Copy to:

1. Depot Officer, Ekra Central Stores.: ordered items in subject order will be issued as per release order issued by GM (E&M), BCCL
2. GM (F) MM Div, Koyla Bhawan.
3. GM (E & M) , Koyla Bhawan , Dhanbad
4. GM(E&M), CMPDIL, Gondwana Place, Kanke Road, Ranchi
5. SM (Tech Cell), MM Div, Koyla Bhawan.
6. Master File/Office Copy.
7. GM (MM), CCL / NCL / WCL/ SECL / MCL / ECL /CMPDIL.
8. Shri Ashok Kumar Chakraborty, (Retd Judge), BB 69, Sector-I, Salt Lake, Kolkata- 700064


SM (MM) 24/3/14


GM (MM) S&P

ANNEXURE-A

TECHNICAL SPECIFICATION OF TROLLEY-MOUNTED AIR-COMPRESSOR FOR UNDERGROUND COAL MINES

Air Compressor with DGMS approved FLP electrical suitable for use in underground Coal(Group-I). The machine will have following specifications:-

Free Air delivery at :- (3.5 to 4.0 Cu.M/Min)

Normal working Pressure.

Normal working Pressure :- 7.0 Kg. Per Sq.Cm.
(on Load)

Normal Pressure drop :- 0.6 Kg.Per Sq.Cm

Between unloading and loading

Compressor Type :- Two stage, completely air cooled, Reciprocating type.

Other components :- Air intake filter, inter-cooler, drop-forged and heat treated crankshaft and a performance of 99.9% to filter particles larger than 2 microns.

Accessories :- Regulating valves for automatic on/off loading, vibration damper pressure gauges showing working pressure, intercooler & lub. Oil pressure, drain plugs etc.

Minimum ground clearance :- 180 mm and above for the trolley mounted. With compressor unit and suitable for transportation on existing 30 lbs. Rails in the u/g. Coal mines along with supply of the trolley.

Lubrication System :- Suitable Lubrication System with recommended oil. There should be oil pressure switch to stop the motor automatically when the oil pressure drops.

The Motor :- Compressor unit will be mounted on a common basic frame.

Other features :- Delivery valve on the low pressure cylinder, vibration absorbing rubber pad Pulsation damper compressor unit to be mounted on trolley with tubular air receiver. Trolley designed for easy maneuvering and to negotiate sharp turns on the U/G tracks.

Important terms:-

- All electrical will be FLP type with DGMS approval.
- No component/assembly/sub-assembly will be made of Aluminium or aluminium alloy, exposed to Underground environment.
- After-Sales-Service will be provided within 24 hours of reported breakdowns.
- Availability of spares will be in and around Dhanbad.
- Machine will be guaranteed as per clause no 09(warranty/guarantee clause).
- 2 free inspections by the service engineer of the manufacturer will be carried out within Guarantee period and a joint inspection report will be submitted to GM(E&M)

SM (MM)

GM (MM)S&P

Annexure-B

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 here under:

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 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 @ 1.00% 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.

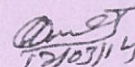
The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s. CMPDIL.

Please send inspection call to M/s. CMPDIL, Ranchi/ their Regional Office as indicated above

Final inspection shall be arranged by the consignee after receipt of the material at our destination.

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 shall be carried out at the consignee end by authorised representative of GM (E&M) after receipt of materials.


12/05/14



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 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.

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

For ----- Bank Limited

[Signature]
12/03/14

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

[Signature]

Format of Bank Guarantee for Security Deposit
(RS.250 non-judicial stamp paper)

Messrs -----, a Company having its office -----
----- (hereinafter called the Contractor) has entered into a Contract No. -----
----- dated ----- (hereinafter called the said Contract) with Bharat Coking Coal Limited (hereinafter
called BCCL, Buyer) to supply equipment on the terms and conditions contained in the said contract.

1. It has been agreed that hundred percent (100%) payment of the value of the equipment will be made to the Contractor in terms of the said contract on the Contractor furnishing to the purchaser a Bank Guarantee for the sum of -----
----- equivalent to 10% of the value of order by the Contractor, 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 Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said contract.

The ----- having its office at ----- has at the request of Seller agreed to give the guarantee hereinafter 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 or any of the terms and 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 purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We, -----, 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 Purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the ----- (date to be given), 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 effecting in any manner our 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 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 ----- (specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

5. We, ----- Bank Ltd., further agree to renew the Bank Guarantee from time to time at the request of the BCCL.

6. We, ----- Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

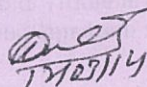
7. The Bank has under its constitution power to give this guarantee and -----
----- who have signed it on behalf of the Bank have authority to do so.

8. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Dated : ----- Day of ----- 20 ----- or

----- Bank Limited.

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


15/12/14

