

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687782786756

अनुबंध तिथि | Generated Date : 07-May-2025

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5650907](#)

संगठन विवरण Organisation Details				खरीदार विवरण Buyer Details			
प्ररूप Type : Central PSU मंत्रालय Ministry : Ministry of Coal विभाग Department : COAL INDIA LIMITED संगठन का नाम Organisation Name : Bharat Coking Coal Limited कार्यालय क्षेत्र Office Zone: BCCL Dhanbad Jharkhand				पद Designation : Assistant Manager4 संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : shubham.kumar697@nic.in जीएसटीआईएन GSTIN : - पता Address : MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India			
वित्तीय स्वीकृति विवरण Financial Approval Detail				भुगतान प्राधिकरण विवरण Paying Authority Details			
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: GM/HoD/CMS वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : GM(MM)/HOD(MM)-P				Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Senior Manager ईमेल आईडी Email ID : pay8.bccldhn@gembuyer.in जीएसटीआईएन GSTIN : 20AAACB7934MFZB पता Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India			
विक्रेता विवरण Seller Details							
जेम विक्रेता आईडी GeM Seller ID : LOXO210002896956 कंपनी का नाम Company Name : METRO SAFETY INDIA PRIVATE LIMITED संपर्क नंबर Contact No. : 09310056107 ईमेल आईडी Email ID : tender@metrosafetyindia.com पता Address : 487/105, PIPAL WALI GALI, PEERAGARHI, West Delhi, DELHI-110087, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-DL-11-0001823 जीएसटीआईएन GSTIN: 07AANCM4773C1ZB (R) , (M)							
खरीदार द्वारा मूल्यांकित एमआईआई स्थिति MII Status as evaluated by buyer : Verified							
खरीदार द्वारा सत्यापित एमएसएमई स्थिति MSME Status as verified by buyer : Verified							
एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male							
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा GST / Tax invoice to be raised in the name of - Consignee							
वितरण निर्देश Delivery Instructions : It is requested to supply as soon as possible as current stock is low.							
उत्पाद विवरण Product Details							
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)	
1	उत्पाद का नाम Product Name : Metro Industrial Safety Helmet of size 580 mm ब्रांड Brand : Metro ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Industrial Safety Helmet (V2) as per IS 2925 (Q3) मॉडल Model: SH1211Y एचएसएन कोड HSN Code: 65061010	8,019	pieces	109	जीएसटी GST (18%) : 133,332.864 जीएसटी उपकर 1 GST Cess 1 (0%) : 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST1 (100%) : 133,332.864 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0	874,071	
कुल ऑर्डर मूल्य Total Order Value (in INR)						874,071	
परेषिती विवरण Consignee Detail							
				लॉट नंबर		दिनांक के बाद डिलीवरी शुरू	वितरण पूरा कब तक करना है Delivery To

क्र.सं. S.No	प्रेषित Consignee	वस्तु Item	Lot No.	मात्रा Quantity	करना है Delivery Start After	Be Completed By
1	पद Designation : - ईमेल आईडी Email ID : con1.bccl.jh@gembuyer.in संपर्क Contact : 90316-66224- जीएसटीआईएन GSTIN : 20AAACB7934MFZB पता Address : Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101., Dhanbad, JHARKHAND-828101, India	Metro Industrial Safety Helmet of size 580 mm	-	8,019	07-May-2025	05-Aug-2025
Product Specification for Metro Industrial Safety Helmet of size 580 mm						
विनिर्देश Specification	उप-विनिर्देश Sub-Spec				मूल्य Value	
ITEM	Product Name				Industrial Safety Helmet	
SPECIFICATION	Conformity to specification IS 2925:Latest				Yes	
	Product ISI Marked				Yes	
	CM/L Number				8319174	
GENERIC	Material of Shell shall be as per the Clause 3.1 of the IS 2925: Latest				Yes	
	Material shall be as per Clause 3 of IS 2925				Yes	
	Nominal Sizes of Helmet as per Clause 4 of IS 2925 (in mm)				580	
	Mass of the Helmet as per Clause 7.1 of IS 2925				Yes	
CONSTRUCTION	Shell, Dimensions of Brim & Peak shall be in accordance with Fig. 1 of IS 2925:Latest				Yes	
	Provision of Ventilation Holes as per Clause 5.1 of IS 2925				Yes	
	Construction of Harness shall be as per the Clause 5.2 of the IS 2925:Latest				Yes	
	Construction of Chain & Nape Strap shall be as per the Clause 5.3 of the IS 2925:Latest				Yes	
	Construction of Lamp Bracket shall be as per the Clause 5.4 of the IS 2925:Latest				Yes	
	Construction of Cable Clip shall be as per the Clause 5.5 of the IS 2925:Latest				Yes	
Performance	Shock Absorption Resistance (as per Clause 8.1 of IS 2925:Latest)				Yes	
	Penetration Resistance (as per Clause 8.2 of IS 2925:Latest)				Yes	
	Flammability Resistance (as per Clause 8.3 of IS 2925:Latest)				Yes	
	Electrical Resistance (as per Clause 8.4 of IS 2925:Latest)				Yes	
	Water Absorption (as per Clause 8.5 of IS 2925:Latest)				Yes	
	Heat Resistance (as per Clause 8.6 of IS 2925:Latest)				Yes	
COLOUR	Color of Helmet				Yellow	
MARKING & INSTRUCTIONS	Markings shall be as per the Cl. 10 of the IS 2925:Latest				Yes	
	Instructions shall be as per the Cl. 11 of the IS 2925:Latest				Yes	
ADDITIONAL REQUIREMENT	Additional Requirement				N/A	
TEST REPORT	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification				Yes	
	Test Report No. and Date				4553 date 21/07/2023	
	Name and Address of the Lab				AFTRL Delhi 110034	
	Test Report to be furnished to the buyer on demand				Yes	
उत्पाद का बीआईएस लाइसेंस BIS license of the product: 8319174						
खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए Buyer Defined Additional Specification for Metro Industrial Safety Helmet of size 580 mm						
विनिर्देश Specification	मूल्य Value					
1	(A) Safety Helmet should be as per DGMS circular (approval) no- 3 dated 10. 04.2015 or revised guidelines by DGMS. (B) Each Helmet shall marked with manufacture name / model ,year & month of manufacturing. The Helmet shall also bear marking of BIS license with relevant IS number. (C) The manufacturer shall submit declaration stating that it is "suitable for use in mine".					
2	(A) Bidder must submit copy of valid license, Test report of safety helmets from any Govt. approved laboratory duly attested by notary Public for the Helmets at che time of materials. (B) Safety Helmets conform to the standard as specified in IS:2925-1984(with amendment done in the year 1988,2000,2002)with latest amendment of the Bureau of Indian Standard. (C) BCCL Monogram to be screen printed on front of the Helmet.					
3	(A) Helmet shall be fitted with adjustable head band, adjustable cotton chin strip lacing cord along with Lamp bracket and cable grip. (B) The head band size shall be 540 mm to 590 mm.(C)Colour of Helmet — Light yellow or white.10% of the order quantity will be red. (D) Harness/Headband etc. should be swear resistance, on irritant and should not cause any skin diseases.					
4	(A) In bye end rivet of cap lamp holder attached to the Helmet should not be projected. (B) The helmet should have eight nos. of ventilation holes.					

5	(A)The supplied Helmets shall be accepted after satisfactory test report from Govt. or Govt.approved Test House of the samples collected by joint sampling in presence of the Authorised representative of the supplier. The cost of testing of the sample taken by joint sampling shall be born by the supplier.
ईपीबीजी विवरण ePBG Detail	
सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions	
आरसीएम/एफसीएम के संबंध में सामान्य खंड General Clauses w.r.t RCM/FCM	
<p>1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.</p> <p>2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.</p> <p>3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.</p> <p>4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.</p> <p>5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.</p>	
नियम और शर्तें Terms and Conditions	
1. Special terms and conditions- Version:1 effective from 25-09-2024	
1.1 Note to Buyers: <p>The Central Ministries/ Departments and other government buyers, as applicable, shall note that this category is covered under Scheme - I (ISI Mark Scheme) of BIS (Bureau of Indian Standards).</p> <p>Compulsory use of Standard Mark - Goods or articles shall conform to the corresponding Indian Standard and shall bear the Standard Mark under a license from the Bureau as per Scheme-1 of Schedule-II of the Bureau of Indian Standards (Conformity Assessment) Regulations, 2018:</p> <p>Buyer shall verify and confirm compliance with the applicable BIS order during the procurement and fulfillment process.</p> <p>Note to Sellers:</p> <p>Sellers shall offer and supply products conforming to the corresponding Indian Standard and bear the Standard Mark under a license from the Bureau as per Scheme-1.</p> <p>Non-compliance shall result in action as per GeM IM policy.</p> <p>Buyers and sellers may refer to the relevant S.O at https://www.bis.gov.in/product-certification/products-under-compulsory-certification/scheme-i-mark-scheme/</p>	
2. General Terms and Conditions-	
<p>2.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.</p> <p>2.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable</p> <p>2.3 All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.</p>	
3. Buyer Added Bid Specific Terms and Conditions-	
<p>3.1 Scope of Supply: Scope of supply (Bid price to include all cost components) : Only supply of Goods</p> <p>3.2 Inspection: Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):</p> <p>NA</p> <p>Post Receipt Inspection at consignee site before acceptance of stores: GM(S&R) Or his authorized representative</p> <p>3.3 Certificates: Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.</p> <p>3.4 Certificates: The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.</p>	

3.5 Generic:

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

3.6 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

BHARAT COKING COAL LIMITED

Account No.

10976596836

IFSC Code

SBIN0000066

Bank Name

State Bank of India

Branch address

Bank More, Dhanbad

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

3.7 Generic:

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

3.8 Generic:

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

3.9 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Bharat Coking Coal Limited

payable at

Dhanbad

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3.10 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

(A) Guarantee/warranty

The Indented item supplied shall be guaranteed for 12 months from the date of use issue to the ultimate user or 18 months from the date of supply and acceptance by BCCL. Bidder shall be responsible for any defect that they develop under the conditions provided for the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If replacement or renewal shall be made by bidder without extra cost to BCCL, on door delivery basis. The purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Bidder shall, within thirty days, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. Bidder shall take over the replaced parts/goods at any time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.

If the supplier, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which Purchaser may have against Supplier under the Contract.

(B) DOCUMENTS TO BE SUBMITTED BY BIDDERS WHO HAVE SUBMITTED EMD IN FORM OF DD/ RTGS / INTERNET BANKING

Bidders submitting EMD in the form of DD/RTGS / internet banking shall also submit the following documents along with their bid for Vendor Code Creation to return the EMD amount post finalization of tender:

a. Copy of PAN Card.

b. Copy of GSTIN.

c. Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

(C) Upon dispatch of the Goods to the consignee, the Supplier shall notify the Purchaser and Ultimate Consignee and need to furnish following dispatch documents

i. Supplier's invoice showing Contract Number, Goods description, quantity, unit price, total amount;

ii. Railway receipt/ Transporter's consignment note /acknowledgement of receipt of Goods from the consignee(s);

iii. Manufacturer's/Supplier's warranty / guarantee certificate; iv. Manufacturer's Test & Inspection certificate (if any)

The above documents shall be provided by the supplier at the time of arrival of the Goods at the consignee's end. In case of delay, the Supplier will be responsible for any consequent expenses.

(D) Security Deposit – ePBG mentioned in Bid document will work as Security Deposit

a. The successful tenderers will have to submit Security Deposit for the 5% value of the total landed value of the contract including all taxes, duties and other costs and charges. In case of Rate / Running Contracts the Security Deposit shall be for an amount of 5% of average annual offtake contractual value; and in case RC period is longer than 1 year, SD amount shall be 5% of average annual offtake. In case of Contracts for procurement of Capital Goods along with Warranty Spares & Consumables (if applicable) and additional Spares & Consumables / AMC / CMC for more than one year, the Security Deposit shall be for 5% of equipment landed value along with maximum annual landed value of Spares & Consumables.

b. The Security Deposit shall be deposited through RTGS / NEFT / IMPS / e-BG/ other digital modes or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.

c. The Security Deposit shall be in the same currency(ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.

d. In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 5% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.

e. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.

f. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.

g. In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement of order to the date of receipt of full SD) shall be levied subject to a maximum of 5% of the contract value.

h. Security Deposit will be released with the approval of HOD of MM Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.

i. All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.

j. The SDBG will be submitted Through Structured Financial Management System (SFMS).

(E) TReDS: Trade Receivables Discounting System (TReDS) is an initiative of Reserve bank of India (RBI) to facilitate MSME receivable payments from corporates. BCCL has onboarded on following three TReDS platforms i. Receivables Exchange of India Limited (RXIL), website www.rxil.in ii. A-treds Ltd (Invoicemart), website- www.invoicemart.com iii. Mynd Solutions Pvt.Ltd. (M1 exchange), website- www.m1exchange.com MSE bidders willing to get payment through this system may get registered on TReDS platform and confirm the respective member code of TReDS Portals in their offer. The bidder may contact respective portals for any queries /details.

(F) Performance Bank Guarantee (PBG)

Apart from 5 % e-PBG as per GeM format (which is towards security Deposit), the successful bidder shall be required to furnish performance bank Guarantee, PBG (s) as per following,

1. The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the contract to cover the warranty/guarantee period.

2. The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format as below on a non-judicial stamp paper.

3. The Performance Bank Guarantee (PBG) shall be in the same currency in which contract has been signed.

4. The PBG (s) shall remain valid till 3 months after the completion of warranty period.

5. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice.

6. The release of the Performance Bank guarantee after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfilment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM after expiry of validity period after obtaining the following:

1. 'No Claim Certificate' from the concerned HOD (User Dept.) indicating that there is no claim pending.

2. 'No Claim Certificate' from the contractor indicating that there is no claim pending and that there is no dispute pending as per Annexure-2.

7. The PBG will be submitted through Structured Financial Management System (SFMS).

8. The PBG issued by Issuing bank on behalf of the bidder in favour of "Bharat Coking Coal Limited" shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". The details of beneficiary Bank for issue of BG through SFMS Platform shall be as under, Issuing Bank should send the underlying confirmation to either of following banks:

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	Name	Bharat Coking Coal Limited
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ary & its details	Area	HQ,BCCL
	Bank Account t no.	019605001057
	Deptt.	MM Department
Beneficiary Bank, Branch & Addr ess	ICICI Bank	
	ICICI Bank, Dhanbad	
IFSC code	ICIC0000196	

9. Original copy of the Bank Guarantee issued by the Issuing Bank along with SFMS confirmation shall be sent by the issuing bank to MM department, BCCL.

10. In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the contract stipulations, the PBG amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.

(G) Provenness Criteria

The consumable Goods/Consumables shall be considered proven, provided the tendered/similar item(s) of same/similar (definition) of similar will be specified in individual NIT's/hi gher specifications/ratings/versions, etc. have been supplied during the last 5 years from the date of tender opening against orders of CIL and its subsidiaries, other PSUs, Government Departments and Private Organizations and their performance has been found satisfactory.

Performance Bank Guarantee Format

M/s. Bharat Coking Coal Ltd.

KoylaBhawan,KoylaNagar

Dhanbad – 826005

Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no. dated between BHARAT COKING COAL LIMITED and (Name of Supplier Company)

Messersa Company / Firm having its office at No. (hereinafter called 'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no dated (hereinafter called 'the said Agreement') with BHARAT COKING COAL LIMITED (hereinafter called 'the Company') to supply stores/ materials amounting to Rs.on the terms and conditions contained in the said Agreement.

The..... (Name of the Bank) (hereinafter called 'the Bank') having its office

at..... has at the request of the Contractor agreed to give the guarantee as hereinafter

contained. We.....(Name of the Bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs..... or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the Company to compel such payment by the Contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor 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 the Company and the Contractor regarding the claim.

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said Agreement which is likely to be the day of..... but if the period of Agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs....., or such lesser amount out of the said sum of Rs.....as maybe due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... are fully satisfied and the Company certifies that the Agreement has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time for performance of the said Agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said Agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

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 Company the said sum of Rs..... or such lesser sum as may then be due to the Company and as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till the.....day of20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and..... [(Name of the person(s)) who have signed it on behalf of the Bank has authority to do so.

Dated this.....day of20.....

Place.....

Signature of the authorized person(s)

For and on behalf of the Bank.

No Claim Certificate

(On company letterhead)

To,

(Contract Executing Officer)

Procuring Entity_____

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. ----- dated -----for the supply of -----

We have received the sum of Rs. (Rupees _____ only) in full and final settlement of all the payments due to us for the supply of

under the above mentioned contract agreement, between us and BHARAT COKING COAL LIMITED. We hereby unconditionally and without any reservation whatsoever, certify that we have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or

Officer authorized to sign the contract documents on behalf of the contractor

(Company stamp)

Date: _____

Place: _____

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.