



**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
Office of the General Manager(MM)  
Materials Management Department  
Commercial Block L-III , KoylaBhawan,  
Dhanbad : 826005(Fax No- 0326-2230183)  
CIN no. U10101JH1972GOI000918

<b>SUPPLY / PURCHASEORDER</b>	Under jurisdiction ofDhanbad Court and Jharkhand High Court only.
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**BY REGD.POST / SPEED POST**

Ref no: BCCL/PUR/112223 /Gas Chromatograph/14-15/68

Dt.26.07.2014

To,  
M/s Swati Safesecure Equipments (P) Ltd  
901,Krushal Complex,  
Above Shoppers stop,  
GM Road, Chenbur (W)  
Mumbai- 400 089

Fax No:-022-66226692  
VENDOR CODE:- 1/17/MT/061

Sub. : This office Tender Enquiry NoBCCL/PUR/112223 /GA/Gas Chromatograph/12-13/122 off line opened on 28.03.2013(off line) and on dtd 29.03.2013 (on line)

Ref. : Your offer No. SSSEPL/BCCL/GA/GC/28/03/2013 dtd 18.03.2013 with a letter of authorization by Principal M/s Agilent Technologies and subsequent correspondences on the above subject and , your last letter dated 23.07.2014

**Dear Sirs,**

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDERon you for supply, installation & commissioning of 01(one) no. of Gas Chromatograph along with 5(five) years of CAMC after two years of warrantee/guaranteat the following price, terms and conditions:  
Scope of supply

SI	ITEM Description	UM	Qty	Basic Price in Rs.	Extended value in Rs
01	Mine Gas Analytic System based on Gas Chromatograph consisting of the following: a) Gas Chromatograph Instrument b) Software b)Laptop Computer c)Printer d) UPS with maintenance free battery and servo voltage stabilizer along with other accessories as detailed technical specifications enclosed as Annexure-A	Set	01	5500000.00	5500000.00
				Add CST@2%	Rs. 110000.00
				Add freight in Rs	Rs.64949.95
				Add Transit insurance	Rs.32474.98
	Total Landed value in Rs. (Rs. Fifty Seven Lakh Seven thousand four hundred twenty four and paise ninety three only)				Rs.5707424.93

1  
M/s



CAMC Charges : CAMC charges shall be paid as indicated below:

ACMC charges for the period after warrantee period	Basic in Rs.	Service Tax in Rs	Total value in Rs.
1 <sup>st</sup> year	170000.00	21012.00	191012.00
2 <sup>nd</sup> year	181500.00	22433.40	203933.40
3 <sup>rd</sup> year	199650.00	24676.74	224326.74
4 <sup>th</sup> year	219615.00	27144.41	246759.41
5 <sup>th</sup> year	241576.00	29858.79	271434.79
	Total ACMC with Service Tax		1137466.34

Landed value of 1 set Gas Chromatograph as indicated above – Rs. 57,07,424.93  
 CAMC total charges for five years after warrantee period: - Rs. 1137466.34  
 Total Contractual value with 5 years CAMC after warrantee period - Rs.68,44,891.27

**Terms and Conditions :**

01	Price	Firm till execution of the contract & F O R Destination basis including packing forwarding charges.
02	Custom duty	Included in the Quoted price .CENVAT credit towards CVD & SAD (Countervailing duty and Special additional duty ) shall be availed by BCCL for which required documents shall be provided by the firm. Excise duty -nil
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	Service Tax	Shall be paid extra as legally leviable. Present rate is @12.36% on CAMC charges .BCCL may avail Input credit.
05	Packaging & forwarding	Nil
06	Freight	Freight charges of Rs. Rs.64949.95 paid extra as indicated above
07	Transit insurance	Insurance charges of Rs.32474.98 paid extra as indicated above
08	Payment Term	80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made after receipt and acceptance of material at site by the consignee within 21 days. No payment shall be released without submission of PBG.  Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the GM(Rescue) /GM I/C (S&R) to the effect that the equipment has been erected and commissioned to their entire satisfaction. However, if the equipment is not put to use by the project within 60 days from the date of receipt and acceptance at consignee's end, the balance 20% shall be released. The payment for CAMC charges shall be made as detailed in Annexure-A Payment will be made through electronic fund transfer(EFT) and Electronic clearance system(ECS).Bank detail enclosed..



09	Delivery	WITHIN 6 (SIX) MONTHS from the date of issue of order. Delivery schedule shall be reckoned from the 10 <sup>TH</sup> day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery. Safe arrival of consignment up to destination is your's responsibility.
10	Guarantee/ Warranty	The equipment should be guaranteed for satisfactory operation and performance for a period of 2 years after successful installation and commissioning of the equipment. The supplier 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 the supplier to replace or to renew any defective part , such replacement or renewal shall be made by the supplier 100 % free of cost without any extra cost of BCCL.
11	<b>L.D. Clause cum risk purchase clause</b>	<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. In the event of failure to delivery or dispatch the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned is the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:</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 cancelling 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 referred to in clause(a) above.</p> <p>e) To encash any Bank guarantee which is available for recovery of the penalty or</p> <p>f) To forfeit the security deposit full or in part.</p> <p>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.</p>



	<b>Price Fall Clause)</b> 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 , KoylaBhawan , 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.	
12	<b>Model &amp; make</b>	<b>490 Micro GC , Agilent Technologies</b>
13	<b>After Sales Service</b>	The firm will extend after sales service to the end user.
14	<b>CAMC</b>	Term and conditions should be as detailed in Annexure-A.It come in to force just after expiry of warrantee period ,CMC will be operated by GM (Rescue),MRS, Dhansar, BCCL,Dhanbad
15	<b>Auditor's certificate</b>	A certificate from your auditor certifying that You have paid custom duty as per prevailing custom rate and refund if any shall be passed on to the buyer should be submitted along with supplies/bills.
16	<b>Consignee</b>	The Depot Officer, Central Stores Ekra, BCCL, Dhanbad. (A/c Rescue Station Dhansar, BCCL)
17	<b>Paying Authority</b>	GM(F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., KoylaBhawan, Koyla Nagar, Dhanbad.
18	<b>Inspection</b>	Final inspection by consignee end by GM (S&R)/lc or his Authorized representative.
19	<b>Performance Bank guarantee</b>	You shall furnish a Performance Bank Guarantee (PBG) equivalent to 10 % of the order value of the Gas chromatograph and CMC charges (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 the entire period of Seven years (ie two years warrantee period and 5 years CAMC ) ie till completion of CAMC period.It shall have to be submitted to MM Division, BCCL, KoylaBhawan on or before commencement of supply.
20	<b>Force Majeure Clause</b>	<p>If the execution of the contract/supply order is delayed beyond the period stipulated in the contract / supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire , flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL may allow such additional time by extending the delivery period , as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:</p> <p>a) The successful bidder will, in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authority , the beginning and end of the causes of the delay , within fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting out of Force Majeure , BCCL will reserve the right to cancel the contract and provisions governing termination of contract , as stated in the bid documents will apply.</p>








	<p>b) For delays arising out of Force Majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.</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>
21	<p><b>Security Deposit</b></p> <p>You have to deposit as Security money 10% of the order value of the awarded contract (ieRs. 6,84,490.00) (including Taxes, duties and other charges if any to the FOR destination basis with CAMC charges) without having any ceiling limit in the form of cash/Bank Draft/Bank guarantee within 15 days from the date of order. The BG should be valid for a period of three months beyond the delivery schedule. If successful bidders fail to deposit the security deposit within 15 days from the date of order the same shall be recorded as unsatisfactory performance for future dealing apart from taking any other penal action as may be deemed fit by BCCL.SD shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the Security money shall be forfeited The bank guarantee should be submitted on Rs.250/ non judicial stamp paper.</p>
22	<p><b>Price Certification</b></p> <p>You will certify on their bills that the prices charged to BCCL is not higher than as charged to other Govt. Under Taking / Deput and others organizations</p>
23	<p><b>Jurisdiction</b></p> <p>Any disputes will have jurisdiction of Dhanbad Court &amp; Jharkhand High court only</p>
24	<p><b>Import documents</b></p> <p>You shall furnish the following import documents along with final bill for import items</p> <p>a) Copy of original packing list/invoice b) Copy of bill of lading/Airwaybill c) Copy of bill of entry d) Certificate from the principal for genuineness of the supplied items. The original of above documents should be available for verification if demanded by the consignee.</p>
25	<p><b>Inspection &amp; test clause</b></p> <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. iii)If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser. iv)Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser. v)The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods. vi)Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.</p>





26	Submission of Bill	Pre-receipted stamped original bill for 100% value in four copy along with receipted delivery challan in original, Packing list, Guarantee/Warranty certificate, and other relevant documents specified elsewhere in the order should be submitted to the Paying Authority through Consignee for onward transmission to the Paying Authority.
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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 D(F) vide diary no. 2/64dtd30.05.2014 and approval of CMD vide diary no. 484/F dtd31.05.2014. 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 with CAMC)&PBG & SD Format

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

(AK Sinha)  
SM(MM)

(A K Chaudhary)  
GM (MM)S

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

Indent nos. and Date	Budget Certification Details.														
BCCL/GM (R )/Store/11-12/04 dtd 29.02.2012 I R no. 112213 dtd 17.12.2012	<p>i) BCCL/C &amp; B/ CAP/ Reg. PN-12/SN88/eBC no. 158 (Cap 14-15) dated 08.07.2014 head P&amp;M, GM (MM) for Rs 57,07,424.93 (Rupees Fifty Seven Lakh Seven Thousand four hundred twenty four and paise ninety three only)corresponding e-FC No: 89 dated 8/9.07.2014 for Rs 57,07,424.93 Rupees Fifty Seven Lakh Seven Thousand four hundred twenty four and paise ninety three only)</p> <p>ii) Advance Budget of Rs. 1137466.34 towards CAMC of Gas Chromatograph for Rescue Service during 2016-17 to 2020-21 with year wise breakup is given below:</p> <table> <tr> <th>Year</th><th>Amount in Rs.</th></tr> <tr> <td>2016-17</td><td>191012.00</td></tr> <tr> <td>2017-18</td><td>203933.40</td></tr> <tr> <td>2018-19</td><td>224326.74</td></tr> <tr> <td>2019-20</td><td>246759.41</td></tr> <tr> <td>2020-21</td><td>271434.79</td></tr> <tr> <td><b>Total Rs.</b></td><td><b>1137466.34</b></td></tr> </table>	Year	Amount in Rs.	2016-17	191012.00	2017-18	203933.40	2018-19	224326.74	2019-20	246759.41	2020-21	271434.79	<b>Total Rs.</b>	<b>1137466.34</b>
Year	Amount in Rs.														
2016-17	191012.00														
2017-18	203933.40														
2018-19	224326.74														
2019-20	246759.41														
2020-21	271434.79														
<b>Total Rs.</b>	<b>1137466.34</b>														



. Copy to:

1. Depot Officer, Ekra Central Store.
2. GM(F)MM, Purchase Finance Department, KoylaBhawan.
3. GM I/C (S&R), KoylaBhawan.
4. GM (Rescue), Dhansar, BCCL, Dhanbad- For payment of CMC Charges, BC shall be obtained by GM (Rescue) on yearly basis, for which a copy of competent approval for advance budget during CAMC period vide no. BCCL/Fin(C&B)14/D/101 dt 23.07.2014 is enclosed for reference.
5. ~~MM~~(Tech Cell), MM Div, KoylaBhawan.
6. IEM: Shri Naresh Chaturvedi, IAS ( Retd), CL-14, Sector-II, Salt Lake, Kolkata- 700091
7. Master File/Office Copy.
8. M/s Agilent Technologies India Pvt Ltd, Unit no. 105-116, First Floor. Spendor Forum Plot no. 3, Distric Centre Jasola, New Delhi-110025
9. GM(MM)/GM(MM), CCL, NCL/WCL/SECL/MCL/ECL

*Chaturvedi*  
SM (MM)

*M. Naresh*  
GM (MM) S



## ANNEXURE-A

Detail Technical Specification of GAS ANALYSIS SYSTEM BASED ON GASCHROMOTOGRAPH(GC):-  
Quantity:- 01 Set.

- 1) The offered system must be dust proof.
- 2) Detectable gas components (Analytes) and their minimum detection ranges:-

Name of Gas Components	Detection by volume (%)	
	LOWER LIMIT	UPPER LIMIT
Helium	0.001	5%
Hydrogen	0.001	5%
Nitrogen	0.1	100%
Oxygen	0.1	25%
Carbon dioxide	0.001	100%
Carbon monoxide	0.001	5%
Methane	0.01	100%
Ethylene	0.0005	1%
Ethane	0.0005	1%
Acetylene	0.0005	1%

- 3) The initial analysis time of the system shall not be more than 30 minutes which
  1. Power ON (warm up time)
  2. Instrument Calibration
  3. Sampling
  4. Analysis of gases

Then subsequent analysis time should not be more than 5 (five) minutes for one sample for the gas components mentioned at serial no 02.

- 4) Operating Voltage:- 110-240 V AC +/- 10 %, 50 Hz +/- 5 %, and the GC should have in built protection against abnormal line voltage.

- 5) Safety Standard :- i) As per international electronic commission (IEC) – 61010-1  
ii) Euro Norm (EN) :61010-1

- 6) Channels & Carrier Gases:- The GC shall have 4 channels and should have dustproof. Carrier gases must be other than gas component mentioned at sl no 2.

Cylinder for carrier gases: 47.5 litre water capacity with double stage pressure regulator along with filling permission of chief controller of explosives, Nagpur India & hydraulic testing certificate (acceptable in India) along with purity certificate of gases.

- 7) Introduction System: Dedicated sample introduction system for injecting mine gas sample contain in bladder as well as suitable for calibration gases from cylinder. Introduction System should include arrangement for conditioning of sample which include drying and particulate filtering sample.

8. A. OVEN : Automatic cooling time from highest to 50 deg centigrade not more than 10 minute. Temp stability: +/- 0.05 deg centigrade

- 8B. INJECTOR :- Should have automatic sucking capability and arrest/trapped/filter the humid/dusty





8C. PNEUMATIC CONTROL:- Should be electronically controlled and pressure regulator used for carrier diffusion proof, system also include protection against carrier shut off for TCD.

8.D.BACK FLUSH :- Column backflash arrangement should be provided.

8.E.DETECTOR:- Built in protection against excessive current.

9.**SOFTWARE**:- One integration software for acquiring data from GC and one interpretation S/W interfaced with the integration S/W for interpreting GC Analysis data in terms of explosivity and various ratios CO make, Grahams ratio, Young's Ratio , CO/CO2 ratio from the result of analysis, Cowards Triangles & Ellicot diagram. Historical trend graph of a given period for a given location from the data base, direct transfer of acquired GC data.

**Interpretation S/W**:- Capable to taking long file name, data acquisition independent from other activities in windows.All the S/W window based menu driven should run on laptop computer which will be supplied with the system. All the S/W licensed in BCCL and supplied in CD.

10.**COMPUTER** :- The GC System should have dedicated laptop computer along with OS and other required S/W to provide operational control, storage, data handling and generating report for précis gas analysis.

The minimum hardware configuration of the laptop computer are should have under  
3G Intel core, 17-36100 M Processor, RAM – 6GB, H/Disc Drive- 640 GB, DVD/RW, IO Port: 3 USB, 10/100 Mbps Ethernet, Monitor- 15.6 inch, HD LED Colour, OS- genuine Windows (R) home premium, Graphics- nvidia (R)-630 M 2GB/equivalent.

**PRINTER**:- laser jet all in all A4 size with speed 12 ppm black and 4 ppm colour with one additional full set of tonner apart from default cartige.

11.**Power BACK UP**:- 5 KVA UPS with maintenance free battery for minimum one hour back up and servo voltage stabiliser, 5 KVA , 130 to 230 V are to provided with the offer system.

12.CALIBRATION GASES:- are to provided for at least one year for all the gases of sl no 02.

13.ACCEPTANCE:- Demonstration of operation for at least one week at site after installation.

14.WARRANTY- 2 years after successful installation and commissioning

15.**AMC(Comprehensive)**: 5 years including supply of spares, including total computer system, S/W ,printer, UPS, Battery, stabiliser after warranty period. AMC (comprehensive) includes 3 compulsory visits (every quarter), 4 on call visit every year. Any break down of the total system should be physically attended within 96 hours of communicating. Rate of AMC (comprehensive) to be indicated in price. part payment will be made after compulsory visit.

16.**SERVICE& SPARES** :- The party must make spares & service available at the door step of user throughout the life of the instrument.

17.**TRAINING** :- Thorough training has to be imparted to the selected personnel of BCCL, for operation & day to day maintenance of the offered system.

**Name of Local Contact Person with complete address**:-Mr Praveen Kumar Praveen  
Manager( Mining Safety)

Mob:- 09693576968, 09771773870



For M/s Swati Safesecure Equipments (P) Ltd  
Mumbai- 400 089





**BANK Detail**

1	<b>VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME &amp; ADDRESS:</b> (With Telephone No. & Fax No.)	M/s Swati Safesecure Equipments (P) Ltd 901, Krushal Complex, Above Shoppers stop, GM Road, Chembur (W) Mumbai- 400 089
2	<b>PARTICULARS OF BANK ACCOUNT:</b>	
	<b>A.BANK NAME:</b>	Punjab National Bank
	<b>B.BRANCH NAME:(Including RTGS Code)</b>	Ghatkopar (East), PUNB0409300
	<b>ADDRESS:</b>	53,S.P.Mukherjee Road,Kolkata-26
	<b>C.9-DIGIT CODE NUMBER OF THE BANK &amp; BRANCH</b> (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	Sidhi Apartments Tilak Road, Ghatkopar (E), Mumbai - 400077
	<b>D. ACCOUNT TYPE:</b> (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Account Type - Current
	<b>E.LEDGER NO./LEDGER FOLIO NUMBER:</b>	
	<b>F.ACCOUNT NUMBER (CORE BANKING) &amp; STYLE OF ACCOUNT</b> (As appearing on the Cheque Book)	A/C No.4093002100020847



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

Messrs -----, a Company having its office -----dated -----  
----- (hereinafter called the Contractor) has entered into a Contract No. -----  
----- ( 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.

[ 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.]

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



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

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

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

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

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

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

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

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

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

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

[ In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with  
 address and location of the said branch at Dhanbad/Kolkata will be as under :

Name of the Bank :  
 Name of the Branch :  
 Location & address :

The BG shall be subject to the jurisdiction of the Civil courts Dhanbad District only.]

Date----- Day of -----20  
 For ----- Bank Limited

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