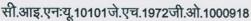
### भारत कोकिंग कोल लिमिटेड

एक मिनीरत्न कंपनी (कोल इंडिया लिमिटेड का एक अंग) सामग्री प्रबंधन विभाग कोयला भवन, कोयला नगर धनबाद—826 005





Bharat Coking Coal Limited
A Miniratna Company
(A Subsidiary of Coal IndiLimited)
Material Management Department
Koyla Bhawan, Koyla Nagar
Dhanbad- 826 005
C.I.N: U10101 J.H.1972
G.O.1000918

### SUPPLY / PURCHASE ORDER

Ref no: BCCL/PUR/517187/Traction battery/18-19/OTE/100

Date: 28.9.2018

By registered post

То

M/s Seaworth Aqua Products Pvt Ltd, 1 R.N. Mukherjee Road,

5th Floor, Rm No: 19, Martin Burn House,

Kolkata 700001

Category: Dealer

Vendor Code: 1/12/D/T/282 GSTIN: 19AADCS6757L1ZN PAN No: AADCS6757L

Sub: Supply of Traction battery for LB-13 & LB-8 Underground Locomotive for WJ Area. Ref: BCCL E-Tender No: BCCL/PUR/517187/Traction battery/17-18/OTE/91 dtd 25.1.2018 opened on-line on last extended date i.e. 5.3.2018 [Tender Id No: 2018\_BCCL\_93620\_1].

Dear Sirs.

With reference to the above, we for and on behalf of BCCL hereby place Purchase Order on you for supply of stores as per the following price, terms and Conditions:-

### 1. SCOPE OF SUPPLY

| SL<br>NO.                     | DESCRIPTION   | QTY.   | Basic Price<br>per set (in Rs) | TOTAL<br>VALUE |
|-------------------------------|---|--------|--------------------------------|----------------|
| 1.                            | Traction battery for LB-13 underground Locomotive (as per detailed specification attached in Annexure-'A') Make & Model: EXIDE MAKE MODEL 4X21TLF25 HSN Code: 8507 Material Code: 25719060014                   | 02 set | 1649000.00                     | 3298000.00     |
| 2.                            | Traction battery for LB-8<br>underground Locomotive (as per<br>detailed specification attached in<br>Annexure-'A')<br>Make & Model: EXIDE MAKE<br>MODEL 60TLF25<br>HSN Code: 8507<br>Material Code: 25719990511 | 02 set | 1200000.00                     | 2400000.00     |
| Sub-total                     |   |        |                                | 5698000.00     |
|                               | 1595440.00  |        |                                |                |
|                               | 7293440.00  |        |                                |                |
| CMPDIL Inspection charges @1% |   |        |                                | 72934.40       |
| GST on inspection charge @18% |   |        |                                | 13128.20       |
|                               | Grand total 73,79,502.60  |        |                                |                |

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(Total contractual value: Seventy three lac seventy nine thousand five hundred two rupees and sixty paise only)

#### **TERMS & CONDITIONS:**

- 1. **PAYMENT TERMS:** 100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later by the consignee.
- 2. PRICES: FIRM and FOR destination basis; Packing & Forwarding charges: Nil; Freight & Insurance charges: Nil.
- 3. **GST:-** (a) GST shall be paid extra as legally applicable. Present rate is 28% (IGST).
  - (b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.
  - (c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
  - (d) You have to ensure that if BCCL does not be able to avail Input Credit due to fault of the supplier then the loss amount to be recovered from the supplier.
  - (e) GST Registration Number of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply for West Bengal is 19AAACB7934M2Z7. Kindly note that the above mentioned IDs are provisional ID and when GST authority issues final registration certificate, the same shall be indicates. Your bills (cenvatable) should bear this number to enable BCCL to claim INPUT TAX CREDIT.
- 4. **DELIVERY SCHEDULE**: Delivery should be made within 03 months. The delivery schedule will be counted from the 10th day of the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery. Any increase in the rate of taxes & duties beyond delivery period will be to your account.
- 5. **SECURITY MONEY:** You are requested to furnish a sum of Rs. 7,37,950.00 by way of Bank Demand Draft in favour of BHARAT COKING COAL LTD. payable at Dhanbad or through a Bank Guarantee (as per Annexure-I enclosed) of any scheduled bank drawn in favour of Bharat Coking Coal Limited as security Deposit 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.
- 6. **INSPECTION** Pre-despatch Inspection shall be carried out by CMPDIL, Ranchi at your Works premises. Inspection Fees @1% on FOR destination price and GST @18% or as applicable on inspection charges shall be paid initially by you along with your Inspection Call, which shall be subsequently reimbursed by BCCL along with your supply bills against documentary evidence e.g. money receipt etc. Final inspection shall be carried out at the consignee end after receipt of materials (Annexure-III).
- 7. PERFORMANCE BANK GUARANTEE: You shall furnish a Performance Bank Guarantee as per Annexure-II enclosed on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10 % value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to submitted to MM Division, Koyla Bhawan, BCCL Dhanbad-826005 on commencement of supply. PBG may be submitted either for the entire order quantity at a time or each lot wise. This Performance Guarantee shall be as coverage towards the supplier's performance against the contract performance of the Contract /Supply Order. No payment will be made without submission of Performance Bank Guarantee. If delivery period of supply is extended by any reason, the validity of BG would be extended correspondingly.
- 8. **TRANSIT INSURANCE** Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

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#### 9. PENALTY FOR FAILURE TO SUPPLY IN TIME

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 deliver 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:

- a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.
- b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also
- d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.
- e) To encash any Bank guarantee which is available for recovery of the penalty or
- f) To forfeit the security deposit full or in part.
- g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due to the successful tenderer in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

#### 10. PRICE FALL CLAUSE.

- i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.
- ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to GM (MM), Bharat Coking Coal Limited, Commercial Block, Level –III, Koyla Bhavan, 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 stipulation will not, however apply to exports by the supplier.
  - 11. **SUBMISSION OF BILLS** 100% value of bill duly stamped, signed & pre-receipted in six copies, as per terms of the order should be submitted for payment to the paying authority through consignee.

Bill should be submitted along with receipted delivery challan in original, Consignee note (if any), Packing list if any, Guarantee/ Warranty certificate, Price Certificate, Copy of Inspection Note and money receipt of CMPDIL and other relevant documents, as per order should be submitted to the Consignee for payment through Paying Authority.

NB: all documents to be submitted shall be authenticated.

12. **GUARANTEE** /WARRANTY- The item will be warranted against any manufacturing defects/workmanship for a period of 12 months from the date of commissioning or 18 months from

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the date of receipt & acceptance. Any defect observed on this account shall be attended to & replace the material within 30 days on mutual agreement basis.

13. PRICE CERTIFICATE: You should submit a certificate along with bill as stated below

"The rates of the stores under this contract are the lowest at which we are selling to any other customer/Govt. Deptt. / Subsidiaries of CIL/ Other PSUs. If the materials are sold at any lower rate than that mentioned in this contract to any other agency, the same will automatically be applied to this contract from that date"

14. PACKING - Consignment shall be supplied in suitable standard proper packing as per NIT.

### 15. FORCE MAJEURE CLAUSES -

If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or 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 is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract/ Supply Order, the Contract/Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.

a) The successful bidder will advise, 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 authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession 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.

b) For delay arising out of Force majeure, the bidder will not claim the 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 cost provided it is mutually established that the force majeure conditions did actually exist.

c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

- 16. CONSIGNEE Depot officer, Regional Store Moonidih, WJ Area, BCCL Dhanbad.
- 17. PAYING AUTHORITY- HOD(F)MM, Koyla Bhawan, BCCL, Dhanbad.
- 18. PLACE OF DISPATCH: West Bengal
- 19. E-way bill, if required, shall be arranged by you.

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

All other remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our NIT and as confirmed in your techno-commercially acceptable offer & as per company norms.

This purchase order/contract is concluded with the issuance of this order. Supply order is being forwarded to you. You are advised to confirm the receipt of acceptance of the order within 15 days from failing which this order shall be deemed to have been accepted for execution. This issues with the approval of the Competent Authority.

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

Asst. Manager(MM)

(R. K. Mishra) Chief Manager(MM)

### INDENT REFERENCE:

| Sr.<br>No | Indent No & IR No and Date   | Budget Certification no. & dt.  | Indenting<br>Authority                                |
|-----------|--|---|---|
| 1         | i) Indent No.<br>MND/IND/P&M/16-17/28<br>dated 19.12.16 and<br>MND/IND/P&M/16-17/29<br>dated 19.12.16;<br>ii) IR no. 517187 dated<br>24.1.18 | i) BC Details: BCCL/C&B/CAP/Reg. PN-06/SN-09/ eBC No. 406 dated 10.8.2018 Head: P&M(others) New Job for Rs 73,79,502.60  ii) e-FC no: 345 dated 27.9.2018 for Rs 73,79,502.60 | GM(WJ Area)<br>through<br>GM(E&M)I/c,<br>BCCL Dhanbad |

- 1. Annexure-A: Technical Specifications
- 2. Annexure -I: Format of Bank Guarantee for Security Deposit
- 3. Annexure -II: Format of Performance Bank Guarantee
- 4. Annexure -III: PRE-DESPATCH INSPECTION CLAUSE

#### Copy to:

- 1. GM (MM), Koyla Bhavan, BCCL, Dhanbad. 2. GM (E&M)I/c, Koyla Bhavan, BCCL, Dhanbad.
- 3. GM (WJ area), BCCL, Dhanbad.
- 4. HOD(F)MM, Koyla Bhavan, BCCL, Dhanbad.
- 5. Depot officer, Regional Store Moonidih, WJ Area, BCCL Dhanbad.
- 6. GM (MM), CCL/NCL/WCL/MCL/ECL/SECL
- 7. MM (Tech Cell), MM Div, Koyla Bhavan, BCCL, Dhanbad.

- M/s Exide Industries Limited, 6A, Hatibagan Road, Entally, Kolkata 700014
   GM (E&M) Inspection, CMPDIL, Gondowana Place, Kanke Road, Ranchi-834008, Jharkhand.
   IEM: 1. Prof (Dr) L.C. Singhi, IAS (Retd), L-31 Third Floor Kailash Colony, New Delhi-110048
   Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301
   Master File/Office Conv.
- 11. Master File/Office Copy.

### Annexure-A

# TECHNICAL SPECIFICATION OF TRACTION BATTERY FOR LB-13 & LB-8 LOCOMOTIVE

### <u>Traction Battery for LB-13 underground Locomotive, Quantity – 2 sets for Moonidih</u> <u>UG as per detailed specification as under:-</u>

- A. Each set of battery consist of 84 cells of 2 volt each totaling 168 volts, 664 ampere hour at 5 hours discharge rate with initial zero volt leakage to be assembled in heat sealed P.P cell box with tubular positive plates & pasted negative plate.
- B. The steel tray is to be fabricated with 6mm thick plate. The same is to be painted with three coats of anti-acid paints after applying primer coats. The wall of the tray is to be lined with 1.8 mm thick acid proof fiber reinforced plastic inside (4 sides & bottom) and outside of steel tray including the separator. The bidder may visit Moonidih mine before supply to get the details/drawings of steel tray, if required.
- C. The cells are to be fixed with PVC packing in FRP lined steel tray as above and connecting cables with copper lugs are to be supplied by manufacturers along with the battery bank.
- D. Cell container: Height- 445 mm, Width-158 mm, Length 205mm, overall cell container height 492mm.
- E. The cells are to be initially charged by the manufacturer with necessary acid. Final charging will be done at site in presence of project representative with using required quantity of electrolyte with specific gravity of 1250 at 20° C, before handing over the battery, the supplier will have to discharge the battery at site to confirm the specified ampere hour in full charged condition by the manufacturer/supplier.

### **Important Condition:**

i. The leakage voltage will be within 5% of the rated capacity, during the use.

# <u>Traction Battery for LB-8 underground Locomotive, Quantity – 2 sets for</u> <u>Moonidih UG as per detailed specification as under:</u>

- A. Each set of battery consist of 60 cells of 2 volt each totaling 120 volts, 664 ampere hour at 5 hours discharge rate with initial zero volt leakage to be assembled in heat sealed P.P cell box with tubular positive plates & pasted negative plate.
- B. The steel tray is to be fabricated with 6mm thick plate. The same is to be painted with three coats of anti-acid paints after applying primer coats. The wall of the tray is to be lined with 1.8 mm thick acid proof fiber reinforced plastic inside (4 sides & bottom) and outside of steel tray including the separator. The bidder may visit Moonidih mine before supply to get the details/drawings of steel tray, if required.
- C. The cells are to be fixed with PVC packing in FRP lined steel tray as above and connecting cables with copper lugs are to be supplied by manufacturers along with the

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battery bank.

- D. Cell container: Height- 445 mm, Width-158 mm, Length 205mm, overall cell container height 492mm.
- E. The cells are to be initially charged by the manufacturer with necessary acid. Final charging will be done at site in presence of project representative with using required quantity of electrolyte with specific gravity of 1250 at 20° C, before handing over the battery, the supplier will have to discharge the battery at site to confirm the specified ampere hour in full charged condition by the manufacturer/supplier.

### **Important Condition:**

i. The leakage voltage will be within 5% of the rated capacity, during the use.

**Guarantee/Warranty** – The item will be warranted against any manufacturing defects/workmanship for a period of 12 months from the date of commissioning or 18 months from the date of receipt & acceptance. Any defect observed on this account shall be attended to & replace the material within 30 days on mutual agreement basis.

**Ratings** means the battery terminal voltage & ampere hour should be equal to or greater than ratings asked in the tendered items.

Any other term: The supplier shall arrange visit to installed location/mine to ensure that batteries are maintained & used properly.

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### ANNEXURE- I FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

| FORMAT OF BANK GUARANTEE FOR SE  | CURITY DEPOSIT   |
|--|--|
| M/s. Bharat Coking Coal Ltd.   |  |
| Koyla Bhawan   |  |
| Koyla Nagar  |  |
| <u>Dhanbad</u> – 826005 In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bharat Coking Coal Ltd. having its office at Koyla Bharat Coking Coal Ltd. having its office at Koyla Bharat Coking Coal Ltd. having its office at Koyla Bharat Coking Coal Ltd. having its office at Koyla Bharat Coking Coal Ltd. having its office at Koyla Bharat Coking Coal Ltd. having its office at Koyla Bharat Coking Coal Ltd. having its office at Koyla Bharat Coking Coal Ltd. having its office at Koyla Bharat Coking Coal Ltd. having its office at Koyla Bharat Coking Coal Ltd. having its office at Koyla Bharat Coking Coal Ltd. having its office at Koyla Bharat Coking Coal Ltd. having its office at Koyla Bharat Coking Coal Ltd. having its office at Koyla Bharat Coking Coal Ltd. having its office at Koyla Bharat Coking Coal Ltd. having its office at Koyla Bharat Coking Coal Ltd. having its office at Koyla Bharat Coking Coal Ltd. having its office at Koyla Bharat Coking Coal Ltd. having its office at Koyla Bharat Coking Coal Ltd. having its office at Coal Ltd. having its office | or context including its successors and dated made between M/s   |
| supply of hereinafter called the "said Contract" to accept a Deed o in lieu of the security deposit to be made by the supplier for their due said Contract, we, the Bank Limited (hereinafter referred to a do hereby undertake and agree to indemnify and keep indemnife extent of Rs. (Rupees: ) against any loss. Damage co   | f Guarantee as herein provided for Rs<br>fulfillment of the terms contained in the<br>s the said Bank having its office a<br>fied that Purchaser from time to time the   |
| suffered by or that may be caused to suffered by Purchaser by reason of any breach the terms and conditions contained in the said Contract and to unconditionally pay demand and without demur to the extent aforesaid.  |  |
| We, the(Name of the Bank) do hereby agree that any demand m conclusive as regards the amount due and payable by the Bank under this Guarante the ground that the supplier has disputed its liability to pay or has disputed the proceeding is pending between the Purchaser and the Supplier regarding the c Guarantee shall be restricted to an amount not exceeding Rs   | e. We shall not withhold the payment or<br>e quantum of amount or that any lega  |
| We, the(Name of the Bank) do further agree Guarantee herein date hereof and shall remain in full force and effect up to  | demand or claim under this Guarantee i   |
| We, the  | r to vary any of the terms and condition<br>Contract from time to time or to postpon<br>gainst the said supplier and to forebear of<br>e relieved from our liability by the reaso<br>orbearance act or omission on the part of<br>h matter or thing whatsoever which under<br>s the Bank further agrees that in case thind the period specified above. The Ban |
| Purchaser may demand.  We, the   | antee during this currency except with the   |
| The Bank has under its constitution power, to give this Guarantee and Mr of the Bank has authority to do so.   | Manager who has signed it on behal   |
| This Bank Guarantee will not be discharged due to the change in the constitution of [In case the BGs are from outstation branch of Dhanbad then BG shall be encashal bank with address and location of the said branch at Dhanbad/Kolkata will be as un Name of the Bank :  Name of the Branch :   | ble at Dhanbad/Kolkata branch of issuin  |
| Location & Address :   |  |
| The BG shall be subject to the jurisdiction of the competent courts at Dh  | anbad District only.]  |
| The Bank guarantee issued by the Bank on behalf of the supplier in favour of paper form as well as issued under "Structural Financial Messaging System". The d   |  |
| SFMS mode are furnished below:   |  |
| Name of Bank : State Bank of India Branch name : Main Branch Dhanbad   |  |
| A/C no. : 35160317947<br>IFSC Code : SBIN0000066   |  |
| OR<br>Name of Bank : ICICI Bank  |  |
| Branch name : ICICI Bank, Dhanbad  |  |
| A/C no. : 019605001057   |  |
| IFSC Code : ICIC0000196<br>Datedday of   | Signature of the and of the  |
| For Bank   | Signature of the authorized person<br>For and on behalf of the Bank<br>Emp. Code.  |

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# ANNEXURE- II FORMAT OF PERFORMANCE BANK GUARANTEE

| hereinafter called the   |   |
|--|---|
| (hereinafter called the  |   |
| Regd. Office (address to the given   |   |
| equipment on the terms and conditions in the said Contract.  |   |
| It has been agreed that hundred percentage (100%) payment of seller in the terms of the said Contract on the seller furnishing to the Purchas                |   |
| equivalent to 10 % of the value of each equipment and accessories disp   |   |
| aithful performance of the terms of the said contract and against any loss   |   |
| suffered by the purchaser by reason of any of the terms or conditions contain  | ned in the said contract.   |
| The Bank having its office at  | has at the request of seller agreed to give the                     |
| guarantee herein after contained.  | to now the amounts due and navable under this                       |
| <ol> <li>We, (Name of the Bank) do hereby undertake t<br/>guarantee without any demur merely on a demand from the purchaser statin</li> </ol>                |   |
| or damage caused to or would be caused to or suffered by the purchaser by  |   |
| he terms or conditions contained in the said contract or by reason of the s  |   |
| such demand made on the Bank shall be conclusive as regards the amount du  |   |
| We shall not withhold the payment on the ground that the seller has dispute  | d its liability to pay or has disputed the quantum                  |
| of the amount or that any arbitration proceeding or legal proceeding is per<br>the claim. However, our liability under this guarantee shall be restricted to | and any operation of exceeding                                      |
|  | an amount not exceeding   |
| 3. We,(Name of the Bank) further agree that the  | guarantee herein contained shall come into force                    |
| from the date hereof and shall remain in full force and effect during the peri   | iod 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 cont   |   |
| the said seller and accordingly discharged the guarantee. Unless a demand writing on or before the( date to be givenperiod                                   |   |
| Guarantee) we shall be discharged from all liability under this guarantee ther   |   |
| 4. We., (Name of the Bank) further agree with the purchaser ,that the purchaser  |   |
| consent and without affecting in any manner no obligations hereunder to v  |   |
| 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 selle<br>conditions relating to the said contract and we shall not be relived 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 wh  |   |
| would be for this provision have effect of an relieving us. The Bank further   |   |
| longer period and it is not extended by the bank beyond the period specified   |   |
| said sum of Or such lesser sum as may than be due the pure 5. We , (Name of the Bank) lastly undertake not to revoke the                                     |   |
| previous consent of the purchaser, in writing.   | its guarantee during its currency except with the                   |
| 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 cons  |   |
| [ In case the BGs are from outstation branch of Dhanbad then BG shall be e   |   |
| bank with address and location of the said branch at Dhanbad/Kolkata will be Name of the Bank  | be as under .   |
| Name of the Branch :   |   |
| Location & address :   |   |
| The BG shall be subject to the jurisdiction of the Civil courts Dhanbad Dis  |   |
| The Bank guarantee issued by the Bank on behalf of the supplier in favour of form as well as issued under "Structural Financial Messaging System".           | of Bharat Coking Coal Limited, shall be in paper                    |
| SFMS mode platform are furnished below:  | The detail of belieficiary for issue of Bo under                    |
| Name of Bank : State Bank of India   |   |
| Branch name : Main Branch Dhanbad  |   |
| A/C no. : 35160317947  |   |
| IFSC Code : SBIN0000066  |   |
| OR<br>Name of Bank : ICICI Bank  |   |
| Branch name : ICICI Bank, Dhanbad  |   |
| A/C no. : 019605001057   |   |
| IFSC Code : ICIC0000196  |   |
| Dated day of   | Signature of the authorized assess                                  |
| Dated  | Signature of the authorized person<br>For and on behalf of the Bank |
| Julia Dulia  | Emp. Code.  |
|  | T   |
|  |   |

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### ANNEXURE-'III'

#### PRE-DESPATCH INSPECTION CLAUSE

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% of total consignment billing (plus statutory levies like GST etc, as applicable on inspection fee) is to be paid to M/s.CMPDIL along with inspection call letter payable by SBI Collect as per enclosed Appendix- III(a) which will be reimbursed subsequently by BCCL together with consignment billing.

Minimum 7 calendar days' notice shall be given by the manufacturer 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 the manufacturer inspite 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 per appendix-III (b)

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 or failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier.

FOR AND ON BEHALF OF BCCL

John

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### Appendix- III (a)

The manufacturer/firm, intending to submit the Pre-Dispatch Inspection (PDI) Fees online through SB collect has to follow the following steps:-

- i. Visit CMPDI site (www.cmpdi.co.in).
- ii. Click on the link of State Bank Collect to pay Inspection Fee
- iii. Click the acceptance of terms & conditions and then click the proceed button.
- **iv.** Next page will open. Here you select the state as *Jharkhand* and then select the type of institution as *PSU-Public Sector Undertaking*, then press *go* button.
- **v**, Next page will open requesting to you select PSU name, here you select *CMPDI Ltd.* & then

press the submit button.

- **vi.** Next page will open, requesting to select the payment category. Here you select "INSPECTION FEES".
- vii. Automatically you will be transferred to next page requesting to you to provide details of payment. Here you are required to fill the data as requested in each row including the remarks.
- **viii.** After filling all the required data, press the *submit* button, you will be transferred to next page, which will request to verify the details and confirm the details. Press *confirm* button if entry made are correct otherwise press cancel If you press Confirm then you will be transferred to next page where payment option will appear.
- ix. On this page you will find the various modes of e-payment of different banks i.e. net-banking,

debit card, credit card etc.

- **x.** At this page you are requested to make the payment by selecting the appropriate mode of payments offered by different banks as per your choice.
- **xi.** After making the payment please take out the prints of e-receipt which should subsequently

be submitted to us as a proof of payment made to CMPDI along with inspection call letter.

- Xii. The inspection call is required to be submitted online on the email id <a href="mailto:gmenm.cmpdi@coalindia.in">gmenm.cmpdi@coalindia.in</a>, with a copy to <a href="mailto:paresh.saxena@coalindia.in">paresh.saxena@coalindia.in</a> in in the following manner:
  - a) A Covering letter on your letter head giving the details of inspection.
  - b) Inspection call duly stamped and signed, addressed to GM (E&M) CMPDI in the required format on your letter head.
  - c) Copy of e-money receipt for the PDI Fee deposited online.
  - d) Copy of the respective complete supplied order against which inspection call is raised. All the above four documents are to be submitted in separate PDF files.

**Xiii**. Simultaneously a copy of e-money receipt for the PDI Fee deposited online must be mailed on the email id: <a href="mailto:hqfinance@yahoo.com">hqfinance@yahoo.com</a>, with a copy to <a href="mailto:Sandeep.aru@coalindia.in">Sandeep.aru@coalindia.in</a>

**Note:** - The facility for submission of PDI Fee on State Bank Collect will be available from 1<sup>st</sup> to 25th of every month.

John

### Appendix-III (b)

To

The General Manager (E&M), CMPDI Ltd. Gondwana Place, Kanke Road Ranchi 834031 (Ph 0651-2230876, Fax 0651-2230127)

### INSPECTION CALL (To be typed in Company's Letter Head)

| (To be typed in Company's Letter Head)  |  |  |  |
|---|--|--|--|
| Inspection Call Ref No. & Date:   |  |  |  |
| P.O. No./R.C. No./Amendment/etc.:<br>Date   |  |  |  |
|   |  |  |  |
| Status of supply order: Running Order/ New Order:                                       |  |  |  |
| (Please tick the appropriate one.)  |  |  |  |
| Brief Description of Material:  |  |  |  |
| Value of Offered material: Basic Value: Consignment Value:                              |  |  |  |
| (Including of all Taxes, packing & forwarding charges, Transit insurance, Freight etc.) |  |  |  |
|   |  |  |  |
|   |  |  |  |
| Details of e-receipt payment generated after paying the inspection Fee on SB collect:   |  |  |  |
| e-receipt no.:     Date:     Amount in  |  |  |  |
|   |  |  |  |

### Note

1. Inspection fee and service charges is being sent on email id: <a href="mailto:gmenm.cmpdi@coalindia.in">gmenm.cmpdi@coalindia.in</a>, with a copy to <a href="mailto:paresh.saxena@coalindia.in">paresh.saxena@coalindia.in</a>

2. Copy of Purchase order to be enclosed with inspection call.

Signature with seal

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