

Bharat Coking Coal Limited A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company) Regt. Off: Koyla Bhawan, Koyla Nagar Dhanbad-826005 CIN :U10101JH1972GOI000918		Office of the General Manager Materials Management Department Level-III, Commercial Block, Koyla Bhawan, Dhanbad-826005 Phone: 0326-2230181 Fax No.: 0326-2230183 Website: http://www.bcclweb.in
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SUPPLY /PURCHASE ORDER	Under Jurisdiction of Dhanbad Court and Jharkhand High Court only.
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Ref. No: BCCL /PUR/KB/ GM(MM) PUR/913212-F/SURGICAL CAUTERY /OLTE/CHD/17-18/ 03/137 **DATE- 19.02.2018**

To

M/S, ALLIANCE MEDICAID,
Postal Address-4368, Street No.17, Durga Puri,
Near Petrol Pump Haibowal Kalan,
Ludhiana-141001

HQ-Shop No.5, Shiv Mandir Market,
Gali No.1,Joshi Nagar, Haibowal Kalan,
Ludhiana-141001.

Email:Info@alliancemedicaid.com

Contact Person:

Mob: +919815788883

: +919872300555, 998893727

(PAN No.AVAPS7562C)

Provisional/Permanent GST ID:03AVAPS7562C1ZR)

COALNET PARTY MASTER- AVAPS7562C 00

Sub: This office e-tender no. BCCL/PUR/GM(MM)PUR/913212-F/SURGICAL CAUTERY / OLTE/CHD/17-18/03 Dated-19.04.2017 Opened on 19-05-2017 against Tender ID No. **2017_BCCL_67235_1**

Ref: Your tender/Bid ID No.195717,& subsequent correspondence on the above subject. Last being vide letter no: AF/LDH/95-786 dt.07.02.2018

Dear Sir,

With reference to the above, for and on behalf of BCCL, **PURCHASE ORDER** is being placed on you for supply of following items as per rate, terms and conditions indicated below:

- SCOPE OF SUPPLY: Supply, Installation& Commissioning of** Surgical Cautery Machine-2 Nos for Central Hospital, Dhanbad with 07(Seven) Years CAMC after expiry of Two (02)YRS Guarantee/Warranty Period. The detailed description along with specification/size/ratings of the items along with quantity to be supplied/ unit rate and extended value will be as under:

2. Cost details of equipment:-

Sl.N o.	Item Description	Quantity	Per unit Basic rate of m/c (Rs)	Extended value (Rs.)
1	Surgical Cautery Machine Model-AX-400 Make-Alliance Medicaid (Detail Technical Specs as per Annexure-I)	2 nos.	1,15,764.90	2,31,529.80
		GST @ 12% (HSN code 9018)		27,783.58
		Freight		00.00
		Installation & Commissoning		00.00
		Total Landed Cost of 2 Nos of Machine		2,59,313.38

Total Landed Value for Two Nos. of Surgical cautery Machine = **2,59,313.38**(Rupees Two Lakh Fifty Nine Thousand Three Hundred Thirteen and Paise Thirty Eight Only)

b) Revenue Value (ie CAMC Rates)

Post warranty CAMC rate of Surgical Cautery Machine per year will be as under:-

SL	Period	CAMC Amount per Unit per year	Extended value for 2 Nos
1	1 st year under Guarantee/Warranty	Free	Free
2	2 nd Year Under Guarantee/Warranty	Free	Free
3	1 st year CAMC	7043.19	14086.38
2	2nd year CAMC	7413.88	14827.76

3	3rd year CAMC	7587.30	15174.60
4	4th year CAMC	7606.32	15212.64
5	5th year CAMC	7506.24	15012.48
6	6th year CAMC	7316.02	14632.04
7	7th Year CAMC	7059.31	14118.62
	Total Basic CAMC Rate	51,532.26	1,03,064.52
	GST @ 18 % (SAC Code-998735)	9,275.80	18551.60
	Total landed Cost of 7Yr CAMC inclusive of GST	60,808.06	1,21,616.12

(Rupees One Lakh Twenty one Thousand Six Hundred Sixteen and Paise Twelve Only)

Total capital value for cost of 2 Nos. of Surgical cautery Machine=

Rs 2,59,313.38

Total revenue expenditure for 7 years CAMC after 2 years of Guarantee/Warranty = **Rs 1,21,616.12**

Total cost of 2 Nos of Surgical Cautery Machine + CAMC for 7 years = **Rs.3,80,929.50**

3. **TOTAL ORDER VALUE:** The total Landed Value of the 02 Nos. of Surgical Cautery= **Rs.3,80,929.50** (Rupees Three Lakh Eighty Thousand Nine Hundred Twenty Nine & Paise fifty only) on F.O.R. Destination basis inclusive of all taxes & duties with 07(Seven) Years CAMC after expiry of Two (02)YRS Guarantee/Warranty Period.

4. **PRICE:** Firm & On FOR Destination, inclusive of Installation and commissioning charges.

5. GOODS & SERVICES TAX (GST):

(a) GST – Payable extra as applicable at the time of supply .The present rate of GST is 12%. (HSN Code-9018)

(b) The invoice shall be raised by you giving all details as per GST ACT/Rules.

(c) Benefit of any extra input tax credit availed by you, if any, in future shall be passed on to BCCL.

(d) E-Way bill if required will be arranged by supplier.

(e) Any increase of taxes & duties beyond the stipulated delivery period will be on your account.

(f) P&F, Frt., & insurance : NIL.

(g) GST On Service Part -GST will be payable extra for eight years CAMC after expiry of two year free warranty period. The present rate of applicable GST quoted by bidder is 18%.

6. PAYMENT TERM:

(A) **PAYMENT TERMS:** 80% payment of the value of equipment and 100% taxes and duties shall be released within 21 days after receipt of the equipment along with accessories at the site and confirmation of the same by CMO/CMS In charge of the Hospital and receipt and acceptance of Performance Bank Guarantee as per clause No.11 of Commercial terms & Conditions of NIT. However, Bipartite CAMC agreement will have to be concluded before delivery of the equipment.

(B)Balance 20 % payment shall be released within 21 days after successful installation/commissioning and final acceptance of the equipment along with accessories at the site and confirmation of the same by CMO/CMS In charge of the Hospital to the effect that the equipment has been erected and commissioned and Bi-partite agreement having been signed.

(C) **CAMC PAYMENT:** The payment terms for CAMC charges shall be as per clause no 7 of terms and condition for CAMC-vide Annexure A of NIT. The tenderer must give their Banker's Name, Address, Branch Code, Type of Account, Account No. & EFT No. for Electronic Fund Transfer or e-payment.

All payments against CAMC will be made by concerned Paying Authority of CHD, BCCL only.

7. **MODE OF DISPATCH:** By Road on F.O.R. Destination, Freight paid basis.

NOTE : You will ensure safe & sound delivery of stores at consignee's end .

8. **ROAD PERMIT:** E-way bill/ Road permit, if required, will be arranged by supplier and not BCCL.

9. **DELIVERY PERIOD:** To be delivered **within Two Months** from the 10th day from the date of issue of order and the date of receipt of materials at our stores shall be treated as the date of delivery. **Delivery period shall be reckoned from 10th day of placement of order. Any increase in the rate of taxes & duties beyond delivery period will be on your account.**

10. **CONSIGNEE:** CMS I/c Central Hospital PO-Jaggivan Nagar Dist –Dhanbad 826003

11. PAYING AUTHORITY:-

a) **For Capital:** The HOD (Fin) MM, Purchase Finance, Koyla Bhawan, B.C.C.L. , Dhanbad

b) **For Revenue (CAMC):-** The Senior Manager (Fin), Central Hospital, Dhanbad, B.C.C.L. , Dhanbad

12. **Comprehensive Annual Maintenance Contract (CAMC):-** To be concluded by I/c Chief of Medical Services, Central Hospital, Dhanbad with the Firm and Principal as per terms of NIT. The detailed terms and conditions shall be as per enclosed sheet. Bi-partite CAMC agreement will have to be concluded before delivery of the equipment to CHD.

13. TRAINING & Guideline for Support Services: Demonstration for use of the equipment will be done by the supplier. Training for two working staff for Surgical Cautery ON- SITE shall also be arranged by supplier.

Fully equipped Service Center with trained technical hands for after Sales Service should be provided as and when required. You shall be required to make provision to provide after sales service with spares in Warranty and CAMC period.

14. SUBMISSION OF BILL: 100% value of bill duly stamped, signed & pre-receipted in five copies as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with challan, Consignment note (if required), packing list if any, guarantee/warranty certificate, fitment / Test certificate, Price Certificate, Copy of installation & commissioning certificate and any other documents indicated elsewhere in the order.

(Note – All documents to be submitted shall be duly authenticated)

(No payment will be made without submission of Security Deposit & Performance Bank Guarantee)

PARTICULARS OF BANK ACCOUNT:		
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	Alliance Medicaid Shop No.5, Shiv Mandir Market, Gali No.1, Joshi Nagar, Haibowal Kalan, Ludhiana-141001. Email:Info@alliancemedicaid.com Mob:998893727
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	ORIENTAL BANK OF COMMERCE
	B. BRANCH NAME:(Including RTGS Code)	HAIBOWAL KALAN BRANCH (ORBCO102080)
	ADDRESS:	HAIBOWAL KALAN, LUDHIANA.
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	141022043
	D. ACCOUNT TYPE:(S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Cash Credit Account
	E. LEDGER NO./LEDGER FOLIO NUMBER:	ACCOUNT NUMBER:- 20801131000266
	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	

15. GUARANTEE /WARRANTY: You shall guarantee for the satisfactory performance of the complete equipment/stores for a period of **24 months** from the date of commissioning or **30 months** from the date of receipt and acceptance, whichever is earlier, against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended immediately and replace the materials within 30 days free of cost. A certificate to this effect shall be submitted by you along with the supply.

16. LOWEST PRICE CERTIFICATE: You shall 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".

17. SECURITY DEPOSIT: You will be required to deposit as security money 10% of the value of the contract i.e. **Rs 38,093.00** (Rupee Thirty Eight Thousand Ninety three only) (including Taxes, duties, and other charges to the FOR Destination prices in case of orders in INR and in case of IMPORT Order by adding the estimated amount of freight, Insurance, Port Insurance and Custom Duties etc. as applicable) without having any ceiling in the form of Bank Draft /Bank Guarantee within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If the successful tenderer fails to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL .**The Security Money shall be Refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited.** The Bank Guarantee should be submitted on non-judicial stamp paper as per the enclosed format attached.(Annexure-II-A)

18. INSPECTION –Final inspection shall be done after receipt of the material by the representative of consignee at consignees end.

19. PERFORMANCE BANK GUARANTEE– PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10 % value of the order i.e. **38,093.00(Rupee Thirty Eight Thousand Ninety three only)**. The order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) to cover the performance of during the guarantee period of the

contract shall have to submitted to MM Deptt, BCCL, Koyla Bhawan on or before commencement of supply. The PBG should be valid for 18 months from the date receipt of material as per NIT.

The Bank Guarantee should be submitted on non-judicial stamp paper as per the enclosed format attached.(Annexure-II-B)

20. PENALTY FOR FAILURE TO SUPPLY IN TIME

Liquidated Damage Clause:

In the event of failure to deliver the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option either to enforce the following:

- a) To recover from the successful bidder as agreed liquidated damages, a sum of 0.5%(Half Percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to **10% (Ten Percent)** and where felt necessary by BCCL it may be increased up to 15 %.
- b) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or
- c) To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply/or
- d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 14 (a) of NIT above except in case of force majeure condition.
- e) Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable. The successful tenderer shall pay to Bharat Coking Coal Ltd., the balance amount on demand of the remaining balance. The supplier shall not be entitled for any gain on any such purchase.
- f) To forfeit the security deposit fully or in part.

21. PRICE FALL CLAUSE:

- i) The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores / Equipment of identical description to its any other customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order sells or offers to sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, the successful tenderer shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

22. INTEGRITY PACT:

You have signed Integrity Pact with NIT. Prof Dr. L. C. Singhi, (Retd. IAS), L-31, Third Floor, Kailash Colony, New Delhi-1004855 will be independent external monitor against it.

23. All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and company's norms.


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

This contract is concluded with the issuance of this order. Supply order is being forwarded to you. You are advised to acknowledge the receipt and acceptance of the order within 15 days failing which this order shall be deemed to have been accepted for execution

All other terms and conditions shall be as per NIT & GST Act,2017.

This issues with the concurrence and approval of the competent authority.


(A.K.Pandey)
Sr. Manager (MM)

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

(N.S.Saini)
General Manager (MM)

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no and date	BC &FC No. & dt.
Indent No; - PUR/540006/Misc/CHD/08-09/B/18 dated 17.01.17(revised Indent)	e-BC no. BCCL/C&B/CAP/Reg.PN-96/SN-126/eBC No.31 dt: 23.01.2018(cap-.17-18) Head-"Furniture" New Job for Rs.2,59,313.38
IR No and date	e-FC no. 13 dated 16-02-2018 for Rs. 2,59,313.38
913212-F dated 05.11.13	

Copy to:

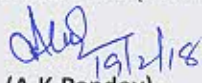
1. CMS I/C, Central Hospital, Dhanbad.
2. Depot Officer ,Central Hospital, Dhanbad
3. HOD(F)MM, Koyla Bhawan, Dhanbad, BCCL.
4. AM(MM)(Tech Cell), MM Div, Koyla Bhawan.
5. GM(MM)/GM(MM), CCL / WCL/ SECL / MCL / ECL/NCL
6. Prof Dr.L.C.Singhi,(Retd. IAS), L-31, Third Floor, Kailash Colony, New Delhi-1004855
7. Master File / Office Copy.

Enclosure:-

Annexure-I (Technical Specification with CAMC terms & conditions)

Annexure-II-A (Format of Security Deposit)

Annexure-II-B (Format of PBG)


 (A.K.Pandey)

Sr .Manager (MM)


 (N.S.Saini)

General Manager (MM)

ANNEXURE 1

SCOPE OF SUPPLY OF SURGICAL CAUTERY MACHINE FOR CENTRAL HOSPITAL, DHANBAD.

SL No.	ITEM DESCRIPTION	Technical Specification	Quantity (No.)
1	SURGICAL CAUTERY MACHINE	As per below technical specification	02(Two) Nos.

TECHNICAL SPECIFICATION OF SURGICAL CAUTERY MACHINE.

Should have both Monopolar & Bipolar cutting & coagulation options for pure & blend characteristics cutting and coagulation, should be soft and forceful characteristics with minimum charring effect, common foot switch for both options, Minimum leakage current, Digital display for all output mode. Bipolar coagulation for greater safety features, Compatible for under water cutting.

Qty-2 Nos. Delivery –Within Two months. warranty -two years.

Warranty & other terms/conditions : As below

Terms and Conditions for Comprehensive Annual Maintenance (CAMC) of Equipment beyond the Guaranty/Warranty Period of Two years.

1. The onsite comprehensive annual maintenance of the equipment, for a period of **SEVEN(07)** years beyond Two Years Guaranty/Warranty period shall be the responsibility of the supplier and the charges thereof shall be inclusive of repair/replacement of all parts as may be required.
2. Preventive maintenance of the equipment, in the third month of each quarter, beyond the Guaranty/Warranty period specified in the order, shall be carried out by the supplier.
3. The breakdown calls shall be attended by the supplier within the shortest possible time, upon the receipt of written or verbal/telephonic intimation of the breakdown.
4. The supplier shall guarantee of 95 % availability (uptime) of the equipment on quarterly basis.

The availability percentage for each equipment shall be calculated for each quarter as under:

$$\text{Actual Availability} = \frac{\text{(No. of days in - (Downtime hours in the quarter X 24) during the quarter)}}{\text{No. of days in the quarter X 24}} \times 100$$

5. Downtime Penalty: The availability percentage shall be calculated for each quarter. Penalty will be imposed on pro-rata basis if the availability falls below the guaranteed uptime as mentioned in clause 4 above. Penalty, if applicable, shall be calculated as under:

$$\text{Penalty} = \frac{(100 - \text{actual availability}) \times \text{“Annual Maintenance Charges/4” in the quarter}}{100}$$

6. The bidder shall undertake and ensure the availability of spare parts and assemblies for the equipment for the entire period covering the Guarantee/Warranty and the period of the Comprehensive Annual Maintenance. In case the offer, in the instant tender, has been submitted by a firm authorized by the Manufacturer (Principal) an undertaking from the Principal confirming that they “shall undertake and ensure the availability of spare parts and assemblies for the equipment for the entire period covering the Guarantee/Warranty and the period of the Comprehensive Annual Maintenance” shall be required to be submitted, by the bidders.

7. Payment Terms for ‘Maintenance Charges (MC)’/Paying Authority:

(i.) The quarterly MC bills (being the pro rata amount for three months of the ‘Annual Maintenance Charges’) along with the ‘Service Report’ for the preceding quarter and the ‘Completion Certificate’ from the concerned Head of the Department (HOD to be confirmed by the consignee) shall be raised after the completion of each quarter which will be paid within 30(thirty) days after receipt and acceptance of the same.

Penalty Charges for the preceding quarter, if any, shall be recovered from the quarterly bill.

During the “Contract Period” no interest is payable on any amount whatsoever to the successful Bidder / Supplier if any.

(ii.) Paying Authority: FM, CHD, BCCL, Dhanbad

8. Lateral Security Deposit: Included in PBG clause.

9. CAMC after Warranty period shall be inclusive of cost of spares/consumables, overhead & supervision charges required during Warranty & CAMC period.

Successful bidder will have to enter into Bi-partite/Tripartite (if bidder is sole selling agent of OEM) agreement on non-judicial stamp paper - with CMS I/c CHD to carry out CAMC as per terms and conditions mentioned above.

[Signature]
19/2/18

[Signature]
19/2/18

Annexure-II-A

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.
Koyla Bhawan
Koyla Nagar
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. dated made between M/s a Company having its office at (hereinafter called the supplier in connection with supply of hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the Bank Limited (herein after referred to as the said Bank having its office at do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. (Rupees :) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the (Name of the Bank) do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.

We, the (Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to Unless demand or claim under this Guarantee is made on us in writing on or before we shall be discharged of all liabilities under this Guarantee thereafter.

We, the (Name of the Bank) further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

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

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

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

Name of the Bank :

Name of the Branch :

Location & Address :

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

The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode is furnished below:

Name of Bank : State Bank of India

Branch name : Main Branch Dhanbad

A/C no. : 35160317947

IFSC Code : SBIN0000066

Dated day of

For Bank

Signature of the authorized person

For and on behalf of the Bank

Emp. Code.

Handwritten signature and date 19/2/18

ANNEXURE II-B**FORMAT OF PERFORMANCE BANK GUARANTEE**

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

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

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

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

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

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

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

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

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

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

Name of the Bank :

Name of the Branch :

Location & address :

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

The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode is furnished below:

Name of Bank : State Bank of India

Branch name : Main Branch Dhanbad

A/C no. : 35160317947

IFSC Code : SBIN0000066

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

For ----- Bank

Signature of the authorised person

for and on behalf of the Bank

Emp. Code.

19/2/18

19/02/18