



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chief General Manager(MM)
Materials Management Department
Commercial Block L-III , Koyla Bhawan : Koyla Nagar
Dhanbad : 826005(Fax No- 0326-2230183)

PURCHASE ORDER NO.:BCCL/PUR/718042/MULTIGAS DETECTOR/18-19/RE/65/15 **DATED** 22.05.2019

BY REGD.POST / SPEED POST

To

M/s. Pragati Engineering Pvt.Ltd. 62A,Hazra Road, Kolkata-700019	(vendor code: 1/19/D/S/003)
	GSTIN No-19AACCP4948F1Z7
	PAN no- AACCP4948F
	info@pragatiengg.in
	Mob: 9831642089

Sub: **Purchase Order for Supply of DGMS APPROVED MULTI GAS DETECTOR**

Ref. i) your offer against Our Tender No: BCCL/PUR/718042/MULTIGAS DETECTOR/18-19/RE/65 dtd. 23.11.18, opened on 24.12.2018 online.

Dear Sir,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply DGMS APPROVED MULTI GAS DETECTOR to Bharat Coking Coal Limited., situated in Jharkhand State at the following price, terms and conditions:

1. Scope of Supply:

Sl No	Item Description	HSN code	Qty	Basic Rate/Unit (Rs)	Freight Charges /unit (inRs.)	Packing & Forwarding Charges (inRs.)	Sub Total (inRs.)	GST@18% /Unit in Rs	Extended Value (Rs.) exclusive of Taxes	Extended Value (Rs.) Inclusive of GST @ 18%
1	DGMS APPROVED MULTI GAS DETECTOR Make Drager model X-AM 5600. Technical specifications as per Annexure-A Item code- 94085000107	9027	11	109150.00	1052.00	1052.00	111254	20025.72	1223794.00	1444076.92

The Total Contractual value will be Rs14,44,076.92/- rounded to Rs 14,44,077/-(Rs Fourteen Lakhs Forty Four Thousand and Seventy Seven Only)

2. PRICES: The above prices are FIRM & FOR destination basis

- 3. GST:** a) GST shall be paid extra as legally applicable. Present rate is @18% as indicated above
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) If BCCL is not able to avail input tax credit due to your fault, then the amount of loss shall be recovered from you.



e) GST registration no of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply for West Bengal is 19AAACB7934M2Z7. Your bill (cenvatable) should bear this number to enable BCCL to claim input tax credit.

4. **PACKING FORWARDING:** extra as indicated in scope of supply
5. **FREIGHT & INSURANCE:** extra as indicated in scope of supply

6. **PAYMENT TERM:**

100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers' bills at consignee end, whichever is later. Payment will be made through electronic fund transfer (EFT) and Electronic clearance system (ECS).

Note: No payment shall be made without submission and acceptance of PBG.

7. **DELIVERY PERIOD:** Delivery of materials shall be within 90 days from the date of receipt of purchase Order. However, keeping in view of our emergency earliest delivery will be appreciated. The delivery schedule will be counted shall be reckoned from the 10th day of issue of order and the date of receipt of materials at our stores shall be treated as the date of delivery. The Supplier shall submit duly notarized & self attested copy of main DGMS Approval as well as revised version of the same, at the time of supply of the MULTI GAS DETECTOR. Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non-acceptance at the stores.

8. **GUARANTEE/ WARRANTY:** Multi Gas Detector supplied (except Sensors) should be guaranteed for a period of 12 months from the date of fitment or 18 months from the date of receipt and acceptance at consignee end whichever is earlier. For sensors the guaranteed period will be 2 years from the date of fitment. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month.

9. **PENALTY FOR DELAY IN SUPPLY (L. D. CLAUSE):** 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 this office.

In the event of failure to deliver the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order Bharat Coking Coal Limited reserves the right:

(a) To recover from you, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which you have 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 cancel the supply order or a portion thereof, and if so desired to purchase the store at your risk and cost and also

(c) To purchase elsewhere, after due notice to you, on your account and risk, 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

(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 you, 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 you 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, you will pay BCCL on demand the remaining amount. You will not be entitled to any gain under this clause

10. **PERFORMANCE BANK GUARANTEE(PBG):** PBG on schedule / Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10% value of the supply order (by adding GST etc. to the FOR destination price of the items ordered) shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply

The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D

However in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing bank should immediately send by Registered Post with A.D an unstamped duplicate copy of the BG directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order. The A.D card should be kept with the loan papers of the relevant BG.

The Performance Bank Guarantee shall be released after fulfilment of all contractual obligations including warranty /guarantee conditions stipulated in the contract. For unsatisfactory performance and/or contractual failure, BCCL shall have the full right to invoke/en-cash the Performance Bank Guarantee.

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 platform is furnished below:

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ, BCCL
	Bank Account no.	35160317947
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch Dhanbad	
IFSC code	SBIN0000066	

Or

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ, BCCL
	Bank Account no.	019605001057
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	ICICI Bank	
	ICICI Bank, Dhanbad	
IFSC code	ICIC0000196	

The above particulars are to be incorporated by the issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future. The Performance Bank Guarantee shall be issued by a scheduled bank in the format attached as ANNEXURE - G

The original Bank Guarantee issued by the issuing Bank shall be sent by the issuing Bank to the beneficiary (MM Department), BCCL by Registered Post (A.D.).

11. **SECURITY DEPOSIT:** You will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices without having any ceiling in the form of Bank Draft /Bank Guarantee (As per format given in NIT) within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If you fail to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking

any other penal action as may be deemed fit by BCCL. For successful supply, 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. For orders with Performance Bank Guarantee Clause, the Security Deposit shall be refunded after successful completion of the supply/commissioning (wherever applicable) and against receipt of the acceptable performance Bank Guarantee. 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 platform is furnished below:

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ, BCCL
	Bank Account no.	35160317947
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch Dhanbad	
IFSC code	SBIN0000066	

Or

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ, BCCL
	Bank Account no.	019605001057
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	ICICI Bank	
	ICICI Bank, Dhanbad	
IFSC code	ICIC0000196	

The above particulars are to be incorporated by the issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future. The Security Deposit Bank Guarantee shall be issued by a scheduled bank in the format attached as ANNEXURE - F

The original Bank Guarantee issued by the issuing Bank shall be sent by the issuing Bank to the beneficiary (MM Department), BCCL by Registered Post (A.D.).

12. **PRICE FALL CLAUSE:** The supplier undertakes that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the supplier to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the supplier to BCCL, if the contract has already been concluded.
13. **CONSIGNEE:** The Depot Officer, Central store Ekra, BCCL, Dhanbad.
14. **PAYING AUTHORITY:** HOD (F) MM, KoylaBhawan, Dhanbad.
15. **INSPECTION:** Final Inspection will be carried out at the consignee end by GM I/C(S&R) or his authorized representative. The samples of the supplied instruments shall be tested at any Govt Approved Test House for which cost will be borne by the supplier & if the test result is not satisfactory the whole lot will be rejected without making any payment for the lot.
16. **PRICE CERTIFICATE:** A Price certificate as stated below, should be submitted along with supply bill:
"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. **SUBMISSION OF BILL:** Bill as per GST Act/rules along with, delivery challan in original, Guarantee/ Warranty certificate, DGMS approval, test certificates and other relevant documents should be submitted to the Paying Authority through Consignee only. The details of your bank account shall be mentioned in your Bill to facilitate e-payment.

18. **PACKING:** you should provide proper packing of the goods to be transported as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirements as shall be expressly provided for in this order..

19. **ISSUE OF E WAY BILL:** The supplier shall generate E-Waybill, wherever required.

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

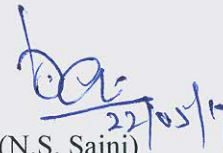
This contract is concluded with the issuance of this Order. Two copies of the Purchase Order are being sent to you. You are advised to acknowledge the receipt and acceptance of the Order by returning one copy duly signed and stamped to this office positively within 15 days, failing which this contract shall be deemed to have been accepted by you for execution.

All other terms and conditions shall be applicable as per NIT.

This issues with approval of competent authority.

Yours faithfully,
For and on behalf of
Bharat Coking Coal Limited


(Sonu Gupta)
Dy.Mgr. (MM)


(N.S. Saini)
GM (MM)

INDENT REFERENCE:

Sr.No	Indent no. and Date	Budget Details
1	GM I/C(S&R)/18/05A dated 30.04.2018 & MIND/IND/P&M/18-19/04 dated 09.06.18	BC.No : BCCL/C&B/CAP/Reg.PN-01/SN-21/ebc no14 for Rs. 14,44,077/- dated 04.05.19 under head P&M Safety eFC no 08 dated 20.05.19 of Rs 14,44,077

ENCI:

1. Annexure 'A', for Technical Specifications
2. Format for Bank guarantee for Security Deposit and Performance Bank Guarantee

Copy to:

1. GM(S&R) I/C, KoylaBhawan, Dhanbad.
2. GM, WJ Area,PB Area, Sijua, Govindpur Area
3. HOD (F) MM, BCCL. KoylaBhawan, Dhanbad.
4. Depot Officer, Ekra Central Stores. P.O: - Bansjora, BCCL, Dhanbad-828101
5. Office Copy/Master Copy/Tech Cell
6. IEM: Prof (Dr) L.C. Singhi, IAS (Retd), L-31 Third Floor Kailash Colony, New Delhi-110048
7. IEM: Shri Pramod Deepak Sudhakar, IAS (Retd.), Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP) - 201 301. E-mail-sudhakarpd2@gmail.com



Annexure-A

Technical Specification For DGMS Approved Multi Gas Detector

- 1) Multi Gas Detector should be compact, portable, light weight, hand held and intrinsically safe for use in underground mine for the determination of percentage of flammable gases and vapours, methane (CH₄), carbon monoxide(CO), oxygen(O₂) and carbon dioxide (CO₂) in the general body of the air.
- 2) The Supplier shall have valid DGMS approval (main & revised thereof) on the date of opening of Tender as well as on the date of supply of material to the Consignee for using in degree I,II and III gassiness mines for continuous monitoring of CH₄,CO,O₂,CO₂ in general body of air.
- 3) The DGMS Approval No. Should be marked/engraved/embossed on the body of Multi Gas Detector.
- 4) The Supplier shall submit duly notarized & self attested copy of main DGMS Approval as well as revised version of the same, with the offer as well as at the time of supply of the Multi Gas Detector.
- 5) Measurement range of the instrument should be
Flammable gases and vapours : 0-100 % LEL and minimum 0-5 vol % CH₄
CO -----0--500 ppm minimum
O₂-----0--25 vol % minimum
CO₂-----0--5 vol % minimum
- 6) Warranty of the sensors shall be (minimum) as under, for which the warranty certificate should be submitted separately along with the supply.
CO-----02 Years
O₂-----02 Years
CO₂-----02 Years
Flammable gases-----02 Years
- 7) The Multi Gas Detector without charger and probe shall be portable, pocket size and display should digital.
- 8) The samples of the supplied instruments shall be tested at any Govt Approved Test House for which cost will be borne by the supplier & if the test result is not satisfactory the whole lot will be rejected without making any payment for the lot.
- 9) The Multi Gas Detector shall be digital, rechargeable & with telescopic attachment with aspirator.
- 10) The Multi Gas Detector shall be fit for use in all degree of gassiness.
- 11) Service along with calibration facility after sale should be available locally at Dhanbad. Name of the local contact persons with complete address & Mobile / Telephone Number must be mentioned in the offer.
- 12) The instrument should be able to work effectively in atmospheric temperature up to 50°C and relative humidity of 95% approximately.

S.K.

for

Dräger X-am® 5600 Multi-Gas Detection Device

Featuring an ergonomic design and innovative infrared sensor technology, the Dräger X-am 5600 is the smallest gas detection instrument for the measurement of up to 6 gases. Ideal for personal monitoring applications, this robust and water-tight detector provides accurate, reliable measurements of explosive, combustible and toxic gases and vapors as well as oxygen.



Dräger. Technology for Life®

Benefits

Small yet robust

Small, light and easy to use - the robust and water-tight gas detector X-am 5600 is designed for single-handed operation in tough industrial environments. Water- and dustproof according to IP 67 and with an integrated rubber boot, the device provides optimal functionality even under harsh conditions.

Durable infrared technology

Thanks to the high stability and a resistance to contamination, Dräger infrared sensors can generally be used for up to eight years. This advanced technology reduces the cost of ownership considerably because less replacement sensors are needed. In addition, a sensor calibration is only necessary every 12 months which reduces maintenance costs.

Single or dual sensor - accurate measurement results

The infrared sensor IR Ex allows the measurement of explosive, combustible hydrocarbons in the range of the lower explosive limit. The infrared sensor IR CO₂, with a measurement resolution of 0.01 Vol.-%, provides safe and exact measurements as well as a warning against toxic concentrations of carbon dioxide in the ambient air. For those applications where the reliable measurement of explosive substances and CO₂ is specifically needed, the advantages of both can be achieved by a dual sensor (Dual IR CO₂/Ex).

Also in combination with Hydrogen

Besides hydrocarbons, hydrogen can also be an explosive gas. Because sensors based on infrared technology do not warn against hydrogen explosion dangers, the gas detector X-am 5600 combines two sensor signals (Infrared Ex and electrochemical H₂) for reliable hydrogen detection. The X-am 5600 provides the advantages of poison-free technology to be used in areas where, until now, only catalytic Ex sensors have been used.

Various monitoring possibilities

Thanks to the combination of innovative infrared technology and the latest electrochemical Dräger XXS miniature sensors, this 1-to-6 gas detector reliably detects explosive, combustible and harmful concentrations of O₂, Cl₂, CO, CO₂, H₂, H₂S, HCN, NH₃, NO, NO₂, PH₃, SO₂, O₃, Amine, Odorant, COCl₂ and organic vapors. With the PC software Dräger CC-Vision, the sensors can easily be exchanged, calibrated or converted to meet the needs of different applications.

Flexible use

An optional external pump which can be operated with hoses up to 30 m or 98 ft. in length is the perfect solution for pre-entry measurements in tanks or pipelines. To monitor entire areas, the gas detector X-am 5600 can be used in combination with the innovative air monitor Dräger X-zone 5000.

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Technical Data

Dimensions (W x H x D)	47 x 130 x 44 mm; 1.85 x 5.12 x 1.73 inches	
Weight	250 g; 8.8 oz.	
Ambient conditions	Temperature	-20 to +50 °C; -4 to +122 °F
	Pressure	700 to 1300 mbar; 20.7 to 38.4 inch Hg
	Humidity	10 to 95 % RH
Alarms	Visual	360°
	Audible	Multi-tone > 90 dB at 30 cm; 1 ft.
	Vibration	
Ingress Protection	IP 67	
Operating time	~ 9 h or rather ~ 10.5 h	
Charging time	< 4 hours	
Data logger	Can be read out via infrared > 1000 hours with 8 gases and a recording interval of 1 value per minute	
Pump operation	Maximum hose length 30 m; 98 ft	
Approvals	ATEX	Ex ia I Ma Ex ia IIC T4/T3 Ga
	Measurement performance certificate	EN 60104 (2002) + A1 (2004) O ₂ EN 45544 CO, CO ₂ and H ₂ S EN 60079-29-1:2007 Methane, Propane, Nonane EN 60271:2001 Software and documentation
	IEC	Ex ia I Ma Ex ia IIC T4/T3 Ga for MQG 01**
	MED	Marine Equipment Directive 96/98/EC
	CSA C US	Div.1, Class I, Groups A,B,C,D T4/T3 A/Ex ia IIC T4/T3 /Ga

Ordering Information

Dräger X-am® 5600

83 21 050

Consisting of: basic instrument with an integrated data logger, support CD, manufacturer's and calibration certificates. A functional instrument must include up to 4 sensors and a power supply unit.

Infrared-Sensors	Measuring Range	Resolution	Response time (t ₉₀)	Order code
DrägerSensor Dual IR Ex/CO ₂ II	0 – 100 % LEL	1 % LEL	Ex: 15 sec.	68 11 990
	0 – 100 Vol.-% Methane, Propane, Ethylene	0.1 Vol.-% CH ₄	CO ₂ : 31 sec.	
	0 – 5 Vol.-% CO ₂	0.01 Vol.-% CO ₂		
DrägerSensor IR Ex I	0 – 100 % LEL	1 % LEL	15 sec.	68 12 180
	0 – 100 Vol.-% Methane, Propane, Ethylene	0.1 Vol.-% CH ₄		
	0 – 5 Vol.-% CO ₂	0.01 Vol.-% CO ₂		
DrägerSensor IR CO ₂	0 – 5 Vol.-% CO ₂	0.01 Vol.-% CO ₂	31 sec.	68 12 190

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ANNEXURE - F

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 (hereinafter 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 are furnished below:

Name of Bank : State Bank of India
Branch name : Main Branch Dhanbad
A/C no. : 35160317947
IFSC Code : SBIN0000066

OR

Name of Bank : ICICI Bank
Branch name : ICICI Bank, Dhanbad
A/C no. : 019605001057
IFSC Code : ICIC0000196
Dated day of
For Bank
Emp. Code.

Signature of the authorized person
For and on behalf of the Bank

ANNEXURE - G

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 the 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 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, ----- (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 platform are furnished below:

Name of Bank : State Bank of India

Branch name : Main Branch Dhanbad

A/C no. : 35160317947

IFSC Code : SBIN00000066

OR

Name of Bank : ICICI Bank

Branch name : ICICI Bank, Dhanbad

A/C no. : 019605001057

IFSC Code : ICIC00000196

platform is furnished below:

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

For ----- Bank

Signature of the authorised person

for and on behalf of the Bank

Emp. Code.