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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bharat Coking Coal Limited</b><br>A Mini Ratna Company<br>(A Subsidiary of Coal India Limited- A Maharatna Company)<br>Regt. Off: <b>Koyla Bhawan, Koyla Nagar</b><br><b>Dhanbad-826005</b><br>CIN :U10101JH1972GOI000918 |  | <b>Office of the General Manager</b><br><b>Materials Management Department</b><br><b>Level-III, Commercial Block,</b><br><b>Koyla Bhawan, Dhanbad-826005</b><br><b>Phone: 0326-2230181</b><br><b>Fax No.: 0326-2230183</b><br><b>Website: http://www.bcclweb.in</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

ORIGINAL BY REGD. POST.

|                               |                                                                           |
|-------------------------------|---------------------------------------------------------------------------|
| <b>SUPPLY /PURCHASE ORDER</b> | <b>Under Jurisdiction of Dhanbad Court and Jharkhand High Court only.</b> |
|-------------------------------|---------------------------------------------------------------------------|

संदर्भ No BCCL/PUR/GM(MM)/918037/ELISA READER/CHD/18-19/OLTE/24/152

DATED- 14.02.2019

To  
M/S Shanti Enterprises,  
Near Canara Bank, Saraidhela  
Dhanbad-828127.  
Email:rakeshksingh111@gmail.com

Contact Person; Rakesh Kumar Singh  
Mob: +919334620457  
(PAN No.AQDPS6012M)  
GST Registration No-20AQDPS6012M1ZY  
COALNET PARTY MASTER- AQDPS6012M00

विषय: This office e-tender no. BCCL/PUR/918037/ELISA READER/CHD/18-19/OLTE/24 Date: 29.09.2018 opened on auto extended due date of opening i.e. 26-10-2018 against Tender ID No. 2018\_BCCL\_115669\_1.

संदर्भ: Your tender/Bid ID No.344261,& subsequent correspondence on the above subject- last being vide letter no: SE/BCCL /ER&W/18-19/713 dated 08-01-2019.

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 one no. each of **ELISA READER and ELISA WASHER** for Central Hospital Dhanbad with two-2- years guaranty-Warranty period. The detailed description along with specification / size / ratings of the items along with qty.to be supplied /unit rate and extended value will be as under:

**2. COST DETAILS OF EQUIPMENT:-**

| Sl.No | Item Description                                                                                                                                                                                                                                                                           | Quantity                    | Basic rate/Unit (Rs)          | Extended value (Rs.)  |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------|-----------------------|
| 1     | Supply, Installation & commissioning of <b>ELISA READER</b> for Central Hospital, Dhanbad with Two years Guarantee/ Warranty Period<br><b>Make-</b> M/s Meril Diagnostics Pvt Ltd ,Mumbai<br><b>Model-</b> MERILYSER EIAQUANT<br>(Detailed Tech Specification as per Annexure-Ienclosed) ) | 1 no.                       | 1,39,687.00<br>(HSN 90278090) | 1,39,687.00           |
| 2     | Supply, Installation & commissioning of <b>ELISA WASHER</b> for Central Hospital, Dhanbad with Two years Guarantee/Warranty<br><b>Make-</b> M/s Meril Diagnostics Pvt Ltd ,Mumbai<br><b>Model-</b> MERILYSER EIAWASH<br>(Detailed Tech Specification as per Annexure-Ienclosed)            | 1 no.                       | 1,27,187.00<br>(HSN 90278090) | 1,27,187.00           |
|       | SUM TOTAL                                                                                                                                                                                                                                                                                  |                             |                               | 2,66,874.00           |
|       |                                                                                                                                                                                                                                                                                            | SGST @ 9%                   |                               | 24018.66              |
|       |                                                                                                                                                                                                                                                                                            | CGST @ 9%                   |                               | 24018.66              |
|       |                                                                                                                                                                                                                                                                                            | Frgt, Inst. & Commissioning |                               | 00.00                 |
|       | Total Landed Cost of 1 set of Elisa Reader and Elisa washer                                                                                                                                                                                                                                |                             |                               | <b>Rs 3,14,911.32</b> |

Total landed value of one set of **Elisa Reader and Elisa washer** = Rs.3,14,911.32 (Rupees Three lakhs Fourteen Thousand Nine Hundred Eleven and paise Thirty Two Only)

- TOTAL ORDER VALUE:** The total Landed Value of **one no. each of Elisa Reader and Elisa washer** = Rs.3,14,911.32 (Rupees Three lakhs Fourteen Thousand Nine Hundred Eleven and paise thirty two Only) on F.O.R. Destination basis inclusive of Freight, Insurance, Installation & Commissioning and all taxes & duties with Two (02) years Guarantee/Warranty.

*Handwritten signature*  
14/2/19

*Handwritten signature*



5. **Goods & Services Tax(GST):**
  - (a) GST– Payable extra as applicable at the time of supply. **The present rate of GST is 18% as per HSN No. 90278090**
  - (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** and not by BCCL.
  - (e) Any increase of taxes & duties beyond the stipulated delivery period will be on your account.
  - (f) P&F, Frt. & insurance: NIL.
6. **PAYMENT TERM:**“100% within 21 days from the date of receipt and completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the Technical head of user department/ CMS I/C CHD to the effect that the equipment has been erected and commissioned to their entire satisfaction and submission of PBG as per terms of supply order.- as per 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.  

*NOTE: You will ensure safe & sound delivery of stores at consignee’s end*
7. **MODE OF DISPATCH :** By Road on F.O.R. Destination ,Freight paid basis.
8. **ROAD PERMIT:** E-way bill/ Road permit, if required, will be arranged by supplier and not BCCL.
9. **DELIVERY REQUIREMENT:** Within **TWO months (60 days)** from the date of supply order which shall be reckoned from the 10th day from the date of issue of order. Date of issuance of commissioning certificate will be treated as date of delivery. **Any increase in the rate of taxes & duties beyond delivery period will be on your account.**
10. **CONSIGNEE:**CMS I/c Central Hospital PO-Jagjivan Nagar Dist. –Dhanbad 826003
11. **PAYING AUTHORITY:-** The HOD (Fin) MM , Purchase Finance, Koyla Bhawan, B.C.C.L., Dhanbad.
12. **SUBMISSION OF BILL:** 100% value of bill duly stamped, signed & pre-receipted in quadruplicate as per terms of the order should be submitted for payment to the paying authority through consignee for payment. Bill should be submitted along with receipted challan, guarantee/warranty 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.**

|                                     |                                                                                                                                |                                                                                                                                  |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <b>PARTICULARS OF BANK ACCOUNT:</b> |                                                                                                                                |                                                                                                                                  |
| 1                                   | VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS:<br>(With Telephone No. & Fax No.)                                        | Shanti Enterprises, Subala Complex,<br>Behind Radha Swami Arcade, Main<br>Road, Saraidhela, Dhanbad-826001<br>Mob: +919334620457 |
| 2                                   | <b>PARTICULARS OF BANK ACCOUNT:</b>                                                                                            |                                                                                                                                  |
|                                     | A. BANK NAME:                                                                                                                  | <b>IDBI BANK</b>                                                                                                                 |
|                                     | B. BRANCH NAME:(Including RTGS Code)                                                                                           | <b>SARAI DHELA<br/>(IBKL0001256)</b>                                                                                             |
|                                     | ADDRESS:                                                                                                                       | <b>Saraidhela Dhanbad.</b>                                                                                                       |
|                                     | C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR<br>Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI     | <b>816259003</b>                                                                                                                 |
|                                     | D. ACCOUNT TYPE:(S.B.Account/Current Account Or Cash Credit with Code<br>10/11/13)                                             | <b>CURRENT ACCOUNT (11)</b>                                                                                                      |
|                                     | E. LEDGER NO./LEDGER FOLIO NUMBER:<br>F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT<br>(As appearing on the Cheque Book) | <b>ACCOUNT NUMBER:-<br/>1256102000000383</b>                                                                                     |

- 12. 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.**

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13. **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".

14. **SECURITY DEPOSIT:** You will be required to deposit as security money 10% of the value of the contract i.e. **Rs 31492.00 (Rupee Thirty One Thousand Four Hundred Ninety Two 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)

15. **INSPECTION**—Final inspection shall be done after receipt of the material by the representative of consignee at their end.

16. **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. **Rs 31492.00 (Rupee Thirty One Thousand Four Hundred Ninety Two 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 3 months beyond 24 months of Gurantee/Warranty period from the date receipt and installation 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)

17. **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.

18. **PRICE FALL CLAUSE:**

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.

19. **INTEGRITY PACT:**

You have signed Integrity Pact with NIT.

1.Prof (Dr) L.C. Singhi, IAS (Retd), Address: L-31 Third Floor Kailash Colony, New Delhi-110048, and

2.Shri Pramod Deepak Sudhakar, IAS (Retd.) Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201301. will be independent external monitors against it.

14/12/19

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20. 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.

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

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

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

INDENT & BUDGET CERTIFICATION REFERENCE

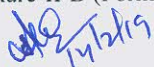
| Indent no and date                                | BC &FC No. & dt.                                                                                                                     |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| 1.Indent No. 44 Dated 30-1-2018 for Elisa Reader. | E-BC                                                                                                                                 |
| 2.Indent no. 43 Dated 30-1-2018 for Elisa washer. | e-BC no .-BCCL/C&B/CAP/Reg.PN-211/SN-42/eBC No.05 dt: 15.05.2018<br>(cap-.18-19) Head P&M (Others) New Job for <b>Rs.4,60,200.00</b> |
| IR No and date                                    | E-FC                                                                                                                                 |
| 918037 dated 01.06.2018                           | e-FC no: 10 dated 12-02-2019 for <b>Rs.3,14,911.32</b>                                                                               |

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. Shri Pramod Deepak Sudhakar,IAS (Retd.)Address:A-002,Stellar Park Apartments,C-58/24 Sector-62,Noida (UP)- 201301
8. Master File / Office Copy.

Enclosure:-

- Annexure-I (Technical Specification)  
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)

**TECHNICAL REQUIREMENT AND SPECIFICATIONS****(A) SCHEDULE OF REQUIREMENT:**

| SL.NO | ITEM DESCRIPTION | QUANTITY |
|-------|------------------|----------|
| 1     | ELISA READER     | 1 No.    |
| 2     | ELISA WASHER     | 1 No.    |

**(B) TECHNICAL SPECIFICATION OF ELISA READER**

1. Should have 96 wells and should have reading capability of 1 to 96 wells individually.
2. Should have a linear measurement range of 0 to 3.000 Abs.
3. Should have wavelength range from 400 to 750nm.
4. Should have a photometric accuracy of  $\pm 3\%$  or better.
5. Should have a resolution of 0.001 Abs.
6. Should have variable speed plate shaking capability.
7. Should have easy access 8 position filter wheel.
8. Machine should be supplied with 4 standard filters.
9. Should have automatic filter selection.
10. Should have automatic calibration before each reading.
11. Should have reading speed up to 6 sec for single continuous mode and up to 10 sec for dual continuous mode.
12. Should have facility for storage of calibration curves.
13. Should be capable of doing multi standard tests and controls.
14. Should be capable of reading U, V and flat type wells.
15. Should use halogen/LED light source and two spare bulbs should be provided.
16. Should have internal thermal printer and 5 rolls of thermal should be supplied along with the unit.
17. Should have external printer connectivity option.
18. Should have warranty of 2 years.
19. **Should be supplied with online UPS of sufficient capacity with minimum 15 minutes back up time and dust cover.**

**Offered Make:-** M/s Meril Diagnostics Pvt Ltd ,Mumbai **Model-** MERILYSER EIAQUANT

**(2) TECHNICAL SPECIFICATION OF ELISA WASHER**

1. Should have capability to wash flat, U or V bottomed micro plates or 8 or 12 well strip' plates.
2. Should have 8 or 12 way manifold.
3. Should have 25 wash program memory or more.
4. Should have programmable washing time, volume and soaking time.
5. Should have minimum 6 wash cycles.
6. Should have continuous operating cycle.
7. Should have residual volume less than  $5\mu\text{l}$ .
8. Should have removable and autoclavable plate carrier.
9. Should have in-built vacuum and dispensing pumps to ensure accurate and quite washing.
10. Should have waste bottle with full bottle alarm or sufficient mechanism to avoid spillage and damage to equipment.
11. Should have solution based wash buffer intake.
12. Should work with input 200 to 240Vac 50 Hz supply.
13. Should be supplied with online UPS of sufficient capacity with minimum 15 minutes back up time and dust cover.
14. Should have warranty of 2 years.

**Offered Make:-** M/s Meril Diagnostics Pvt Ltd ,Mumbai **Model-** MERILYSER EIAWASH.

**Delivery Period:-** Within **TWO Months** from placement of order.

**Guarantee/Warranty: 2 Years.**

14/2/19



## 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.

  
14/2/19





## 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 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 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**

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

**For ----- Bank**

Signature of the authorised person  
 for and on behalf of the Bank  
 Emp. Code.

*adg*  
*14/2/19.*

*ba*