	<p align="center">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)</p>
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PURCHASE ORDER NO. BCCL/PUR/316167/VC/17-18/14/171

DATED 29.03.2018

BY REGD.POST / SPEED POST

To

M/S MINESOURCE INDIA PVT. LTD. 13C, JABAKUSUM HOUSE, 2nd FLOOR, 34, CHITTARANJAN AVENUE, KOLKATA-700012	(vendor code: 1/12/D/T/226)
	GSTIN No-19AADCM3464E1ZI
	PAN no- AADCM3464E
	email- msical.india@gmail.com

Sub: Purchase Order for Supply, installation, testing and commissioning of Video Conferencing system

Ref. i) your offer against Our Tender No: BCCL/PUR/316167/VC/17-18/14 Date- 29.08.2017, opened on 25.09.2017 online

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for Supply, installation, testing and commissioning of Video Conferencing system to Bharat Coking Coal Limited., situated in Jharkhand State at the following price, terms and conditions:

1. Scope of Supply:

Sl No.	Item Description (Detailed Technical Specification as per Annexure-A)	Qty in Nos	Basic Quoted Price to BCCL	IGST@18%	Total Landed Rate inclusive of taxes
1	Video Conferencing system with Codec, Camera, Mic Array, Remote and associated accessories with one year warranty period	1	₹ 3,70,000.00	₹ 66,600.00	₹ 4,36,600.00
2	Licence /Partner advantage for item No. 1	1	₹ 61,742.27	₹ 11,113.61	₹ 72,855.88
3	Online UPS with 2 hours back up with one year Warranty.	1	₹ 58,800.00	₹ 10,584.00	₹ 69,384.00
4	Installation, Testing & Commissioning Charges along with warranty support for 12 months		₹ 1,000.00	₹ 180.00	₹ 1,180.00
TOTAL					₹ 5,80,019.88

The Total Contractual value will be Rs 5, 80,019.88/-(Rs Five Lakhs Eighty Thousand and Nineteen and Paise Eighty Eight only)

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



3. GST: a) GST shall be paid extra as legally applicable. Present rate of IGST 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 20AAACB7934MEZB and in case of supply for West Bengal is 19AAACB7934M2Z7. Kindly note the above mentioned IDs are provisional IDs and when GST authority will issue final registration certificate, the same shall be indicated, your bill (cenvatable) should bear this number to enable BCCL to claim input tax credit.
4. PACKING & FORWARDING: NIL, Consignment shall be supplied in suitable standard proper packing.
5. FREIGHT & INSURANCE: to be covered by the supplier.
6. PAYMENT TERM:
a) 80 % payment (towards material cost) within 21 days after delivery and acceptance of material by BCCL against PBG of 10 % total value of the system (i.e. FOR destination price including taxes, duties, transportation & insurance charges & other charges, if any) PBG to be given for total guarantee / warrantee period of the contract .
b) Balance 20% (towards material cost) and Installation & Commissioning charges against successful commissioning of equipment and acceptance of system by BCCL.

DELIVERY PERIOD: Total time for completion of job including supply, installation and commissioning shall be 30(thirty) days (the site for installation shall be readily available), which shall be reckoned from the 10th day from the date of issue of order and the date of receipt of materials at our stores including installation and commissioning at the designated site shall be treated as the date of delivery. 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.

7. GUARANTEE/ WARRANTY: The supplier shall guarantee for the satisfactory performance of the complete equipment/stores for a period of 12 months from the date of installation and commissioning or 18 months from the date of receipt and acceptance, whichever is earlier.

8. 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.
a. In the event of failure to deliver/dispatch 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:
b. To recover from you as agreed liquidated damages, a sum not less than 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 %.

- c. 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
 - d. 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 cancelling the supply order in respect of the consignment not yet due for supply/or
 - e. 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 9 (a) above except in case of force majeure condition
 - f. Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Limited, 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. Bharat Coking Coal Limited, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
 - g. To forfeit the security deposit fully or in part
9. **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 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 (As per format given in ANNEXURE - F) 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. 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.
 10. **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.
 11. **CONSIGNEE:** The Depot Officer, Central store Ekra, BCCL, Dhanbad.
 12. **PAYING AUTHORITY:** HOD (F) MM, KoylaBhawan, Dhanbad.
 13. **INSPECTION:** Final inspection at consignee end
 14. **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"
 15. **SUBMISSION OF BILL:** Bill as per GST Act/rules along with, delivery challan in original, Guarantee/ Warranty certificate, 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.
 16. **ISSUE OF E WAY BILL:** The supplier shall generate E-Waybill, wherever required.



17. **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. (As per format given in ANNEXURE - G)

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.

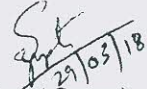
ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

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 and Annexure-A enclosed.

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	BC & FC no. & dt.
1	3 dated 14.11.16 IR No: 316167 dtd. 21.01.2017	e.BC.No : BCCL/C&B/Reg. PN-97/SN-163/eBC No-553 dtd. 16.03.18 of Rs 5,80,019.88/- under head Furniture (New Job) eFC no 374 dated 29.03.18 of Rs 5,80,019.88

ENCI:

1. Annexure 'A' for Technical Specifications
2. Annexure-F Format for Security Deposit Bank Guarantee
3. Annexure-F Format for Performance Bank Guarantee

Copy to:

1. GM(E&M) I/C, Koyla Bhawan, Dhanbad.
2. HOD(F)MM, BCCL. Koyla Bhawan, Dhanbad.
3. Depot Officer, Ekra Central Stores. P.O: - Bansjora, BCCL, Dhanbad-828101
4. MM(Tech Cell), MM Div,Koyla Bhawan
5. Office Copy/Master Copy/Tech
6. GM(MM)CIL/CCL/SECL/ECL/NCL/WCL/MCL/NEC
7. IEM: Prof (Dr) L.C. Singhi, IAS (Retd), L-31 Third Floor Kailash Colony, New Delhi-110048
8. 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 REQUIREMENT & SPECIFICATIONS ,SPECIAL TERMS & CONDITION AND LOCATIONS

(A) Technical Requirement

SI No.	Item	UOM	Quantity
1	Video Conferencing system with Codec, Camera, Mic Array, Remote and associated accessories with one year warranty period	Set	1
2	Licence /Partner advantage for item No. 1	No.	1
3	Online UPS with 2 hours back up with one year Warranty.	Set	1
4	Installation, Testing & Commissioning Charges along with warranty support for 12 months	Job	1

(B) Technical specifications:

<p>Video Conferencing system with codec, Camera, Mic Array, Remote and associated accessories with one year warranty period</p>	<p>VC with Recording</p>	The VC Room system must support H.323, and SIP standards for communications
		The VC Room System must Support High Definition room video up to the 1080p60 format (1920x1080 pixels at 60fps progressive) and 720p60. It should also provide a PTZ (Pan, Tilt Zoom) High Definition autofocus camera with automatic exposure and automatic white balance supporting up to the 1080p60 format, a minimum horizontal field of view of 70°, at least a 10x optical zoom and a minimum range for PAN of +/-90° and for TILT of +/- 20°. Camera parameters must be configurable on the VC system user interface, and in particular white balance, back light compensation, exposure compensation, focus and sharpness.
		The VC Room System must be able to support up to two cameras, PC input and two screens, and Support dual video capabilities both in H.323 (H.239) and SIP (BFCP based). Position of content and live video on available displays must be configurable. Optional support up to five cameras in switching mode must be available.
		The VC Room System must Support the ITU-T standards H.263, H.264, H.264 High Profile and H.265 for video and the ITU-T standards G.711, G.722, G.722.1 Annex C for narrowband, wideband and super wideband audio. The VC Room System must be able to decode/encode H.264 scalable video coding (SVC) streams including Temporal Scalability and Forward Error Correction (FEC) using Reed Solomon algorithm.
		The VC Room System must provide full band (20 kHz) audio and support both the ITU standard (G.719), ISO/MPEG low complexity standard (MPEG AAC LC), and ISO/MPEG low delay standard (MPEG AAC LD)
		The VC Room System must Provide up to 2 cascaded 3 microphones digital PODs with each microphone independently echo canceled facility, and should supply with Additional 3-way Premium Microphone Array Pod. Both microphones should work simultaneously.
		The VC Room System must be able to enable/disable the audio on connected displays
		The VC Room System must be capable of capturing high definition content from a laptop/PC/DVI source up to 1920x1080 at 60fps.
		The VC Room System must provide the ability to send/receive simultaneously 1080p60 video on the main channel and 1080p60 video on the dual video channel, and be able to display content at full resolution on the second monitor, when available. The user should be able to define the ratio between the bandwidth used for live video and presentation.
		The VC Room System must Include HD multipoint conferencing capabilities (as option) supporting up to 9 sites in continuous presence (1 local + 8 remote) up to 1080p30. It must provide the capability of handling mixed mode multipoint with H.323 and SIP simultaneously participating terminals, and support for dual video while in a multipoint session. IP VC DESKTOP and MOBILE multipoint videoconferencing support must be available, eventually with an external server PC. H.264 High Profile support during multipoint conferencing is required. Overlay of text with names of participants, and indication of mute and active speaker is required.
		The VC Room System must Provide security tools for authentication and integrity (for SIP, HTTP Digest MD5 is required; for H.323, H.235 MD5 and HH.235 Annex D procedure I/IA are required). 802.1x and 802.1q for VLAN authentication are required.
		The VC Room System must provide simultaneous support for IPv6, and tools for QoS
		Double LAN network port for public and private network connection must be available
		The VC Room System must provide support for LDAP/H.350 directory services with an embedded LDAP server (local agenda) and LDAP client (in order to access remote LDAP/H.350 servers)
		The VC Room System must have a WEB interface for management, able to provide snapshots (minimum

		requirement: local camera view when not in conference).
		The VC Room System must provide the network administrator management tools to control and administer conferences.
		The VC Room System must have an API command set.
		The VC Room system must support H.460.18/19 Firewall Traversal and STUN auto discovery
		Audio I/O interface of the VC Room System must support both Digital and Analog.
		Low level administrator tools (Remote Management of the GUI, TCP Dump) are desirable
		Monitor wake up features based on standard protocol (CEC) is required
		The VC Room System must be able to record the conference (up to 1080p resolution) on a USB Key or Disk. The file must be recorded in a standard format, compliant with common multimedia PC/Mac players. Replay of the file from VC Room System interface is required. During a conference, it must be possible sharing recorded file with remote participants using standard data sharing (H.239 / BFCP).
		It's desired that the User Interface of VC Room system allows an easy control (chair control, roster integration) of multi-conferences hosted by external MCUs.
		A control application with a multi-touch interface is desired. This interface should enable the user to:
		i. Dial an address with a list of the recent outgoing, incoming or missed calls or Access the company directory and place a call from the directory
		ii. Control the VC Room Camera (PTZ), mute microphone, change volume, set DND, start and stop presenting.
		iii. Inviting another participant by either dialing by address (IP, E.164 or SIP URI) or by accessing the company directory
		iv. Moderate the meeting when connected to a network MCU. When an external MCU is present, moderation includes:
		a. Muting any remote participant's audio or video, disconnecting, changing the video layout, displaying information for any participant
		b. Receive the H.239 presentation, and allow to browse previously presented slides without disrupting the presenter
		c. Controlling Streaming, Recording and Locking down the meeting
		d. Access the calendar of the VC Room. See what meetings are scheduled with the targeted VC Room, with an easy way to join a meeting from the calendar
	Power cord	Should have compability to support with ITEM 1
	Recorder	Vendor should supply the equipment with 1 TB HDD recorder
	Remote control	Should have compability to support with ITEM 1
Licence /one year Partner advantage for item No. 1		Should have compability to support with ITEM 1
Online UPS with 2 hours back up with one year Warranty.		<p>Output power capacity : 2.4 KWatts / 3.0 kVA</p> <p>Max Configurable Power (Watts) : 2.4 KWatts / 3.0 kVA</p> <p>Nominal Output Voltage : 220/230V</p> <p>Output Voltage Note : Configurable for 220 : 230 or 240 nominal output voltage</p> <p>Efficiency at Full Load : Minimum 93.0 %</p> <p>Output Voltage Distortion : Less than 3%</p> <p>Output Frequency (sync to mains) : 50/60Hz +/- 3 Hz</p> <p>Output Frequency (not synced) : 60Hz +/- 0.1% for 60Hz nominal, 50Hz +/- 0.1% for 50Hz nominal</p> <p>Other Output Voltages : 220,230, 240</p> <p>Load Crest Factor : 3 : 1</p> <p>Topology : Double Conversion Online</p> <p>Waveform type : Sine wave</p> <p>Output Connections : (1) Hard Wire 3-wire (H N + G) (Battery Backup)</p> <p>(2) IEC 320 C13 (Battery Backup)</p> <p>Output Voltage THD : < 3% linear load</p> <p>Transfer Time : 4ms typical</p> <p>Bypass : Built-in Bypass</p> <p>Nominal Input Voltage : 230V</p> <p>Input frequency : 40 - 70 Hz</p> <p>Input Connections : Hard Wire 3 wire (IPH+N+G)</p> <p>Input voltage range for main operations : 140 - 280V</p> <p>Efficiency at Full Load : Minimum 93.0 %</p>

Set

Set



Special Terms & Condition:

1. Bidder has to indicate the make / model of all the items mentioned in the Technical Parameter Specification (TPS). Supporting technical brochure / leaflet of the OEM of the quoted model for item no. 1, 2, 3 is to be provided/submitted. Point wise Compliance of all the Technical specifications of the Quoted items is to be submitted in the OEM's Letter Head.
2. Copy of all the certificates required to be submitted as per NIT shall be duly Notarized.
3. The Bidder has to quote against all the items of the BOQ (supply, installation & Commissioning) along with one-year warranty period. If the Bidder fails to quote for all the items of BOQ along with one-year warranty period, the offer will not be considered.
4. Bidder has to submit a Certificate from respective OEM/Manufacturer for all the quoted items for Participation in the Tender clearly stating support during Warranty period.
5. It is the responsibility of the Bidder to regularly check and clean associated equipment with the VC system on monthly basis and give their reports to the Officer in charge during warranty period. In case, Batteries or Power supply is to be replaced (If required), it is the responsibility of Bidder to replace or change the same. However, the applicable charges of the batteries will be reimbursed by BCCL.
6. Bidder should have ISO 9001:2008 Certification.
7. Servicing, replacements, renewals etc will be carried out on site and only genuine OEM specific spare part/assemblies will be used for the purpose. Replacement of parts should be done in consultation with the Nodal Officer of BCCL and a record is to be maintained.
8. The Bidder has to arrange transportation on their own for man & material during supply, installation & commissioning and during warranty period. No transportation will be provided by BCCL.
9. Sufficient spares & accessories to be kept at central location for smooth operation and maintenance of VC system and essential items for immediate replacement during warranty period.
10. Free training to Engineers / supervisors / technicians of BCCL should be given by the contractor / Bidder during installation & commissioning at site free of cost.
11. Any modification of software during warranty period and some additional facilities within the existing software provided in the system and any update in the software shall be covered under warranty period.
12. Bidder has to submit the details and Contact Number of service center for lodging complaints during the time of fault.
13. The bidder has to make a survey of the actual site before submission of the bid.
14. If anything extra (includes devices, switch, wire or any other equipment etc) is required for the installation of the system shall be borne by Bidder. BCCL is not liable to pay any extra charges for the same.
15. Full name, Contact Number and full address of local representative should be provided by the Bidder in its letter Head. Local Technical Representative should be available for 24x7 technical supports as per requirement or in emergency situation.

16. **Penalty:**

Penalty for not attending the fault during warranty period:

- a. All faults booked before 11:00 hrs on any working day will have to be rectified on the same day. Fault booked after 11:00 hrs will have to be attended by next day. In case the firm fails to rectify within the time frame. It has to provide a stand by identical system on the next working day before 11:00 hrs and take parallel action for repairing of the failed equipment/Machine. If the firm fails to make the system operative by any of the above two options:
- b. A token penalty of Rs. 500/per working day for the system respectively will be imposed per working day from the next working day of the booking of the fault.
- c. If the Bidder do not respond to the timeline as above, the penalty of Rs.1000/- per working day for the system will be imposed.

Fault booked will be treated as rectified only if the Bidder gets satisfactory report from the user Department on the date of rectification. Breakdown period will include Saturday, Sunday, and Holiday. In case if the fault persists beyond one week, BCCL shall be at liberty to get the same repaired from outside source and recover the cost from pending bill of Bidder or from performance bank guarantee.

(D) **Locations:**

SI No.	Locations	
1	HQ	Level-3, Board Room, Koyla Bhawan

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

Signature of the authorized person
For and on behalf of the Bank
Emp. Code.

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 : SBIN0000066

OR

Name of Bank : ICICI Bank

Branch name : ICICI Bank, Dhanbad

A/C no. : 019605001057

IFSC Code : ICIC0000196

platform is furnished below:

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

For ----- Bank

Signature of the authorised person

for and on behalf of the Bank

Emp. Code.



