



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/317025/BAS/HQ/17-18/13/177

DATED 31.03.2018

BY REGD.POST / SPEED POST

To

M/S Adon System and Solutions Pvt Ltd 84- 85 , 3rd Floor , Shiv Arcade , A2 Acharya Niketan ,Mayur Vihar Phase -1 , Delhi - 110091	(vendor code: 1/01/D/T/026)
	GSTIN No-07AAGCA9957K1Z1
	PAN no- AAGCA9957K
	email-tk.nandy@adonsystem.com

Sub: Supply, installation and commissioning of Bio-metric attendance system

Ref. i) your offer against Our Tender No BCCL/PUR/317025/BAS/HQ/17-18/13 Date- 28.08.2017, opened on 04.10.2017 online

Dear Sirs,

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

1. Scope of Supply:

SI No	Item Description	Qty in Set	Basic Quoted Price to BCCL	IGST @18%	Total Landed Value Inclusive of GST
1	Supply, installation and commissioning of Bio-metric attendance system	1	₹ 4,99,100.00	₹ 89,838.00	₹ 5,88,938.00

The detailed breakup of the items, make and model, Quantity and Price are listed below

SI No	Item Description	Make and Model	Qty in Nos	Basic Quoted Price to BCCL	Extended Rate
1	Finger Print Biometric Attendance Machine	X 990	17	₹ 14,800.00	₹ 2,51,600.00
2	GPRS Based Finger Print Biometric Attendance Machine	X 990	3	₹ 22,500.00	₹ 67,500.00
3	Metal Enclosure	ADON	20	₹ 3,000.00	₹ 60,000.00
4	Software license to be incorporated in main attendance server for 20 device license	TIMEDSK	1	₹ 85,000.00	₹ 85,000.00
Subtotal for Material Cost					₹ 4,64,100.00
5	Installation and commissioning of the complete system		1	₹ 35,000.00	₹ 35,000.00
Total Cost Exclusive of taxes					₹ 4,99,100.00
IGST @ 18%					₹ 89,838.00
Total Landed Value inclusive of GST					₹ 5,88,938.00

The Total Contractual value will be Rs 5,88,938/-(Rs Five Lakhs Eighty Eight Thousand Nine Hundred and Thirty 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 20AAACB7934MFZB 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) shall be made within 21 days after delivery and physical verification of material at EKRA Central stores against PBG of 10 % of 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 period of the contract including guarantee / warrantee period plus three months additional for processing period.
 - b) Balance 20% payment (towards material cost) and full installation charges shall be made within 21 days against successful installation, testing and commissioning of all hardwares staging of the system's hardware materials with programming, configuring, activation of feature/functionality of the installed materials at all the locations of BCCL. Supplier has to submit a duly signed and sealed certificate from GM(E&M)/I/c or his authorized representative clearly certifying the successful installation, testing of the system and acceptance of same system by BCCL.

DELIVERY PERIOD: Total time for completion of job including supply, installation shall be 30 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 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 24 months from the date of installation and commissioning or 30 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

S. S. S.

ba

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	2 dated 18.05.17 IR No: 317025 dtd. 06.07.2017	e.BC.No : BCCL/C&B/Reg. PN-198/SN-89/eBC No-56 dtd. 13.06.17 of Rs 5,16,500/- under head Furniture (New Job) e.BC.No : BCCL/C&B/Reg. PN-98/SN-186/eBC No-568 dtd. 31.03.18 of Rs 72,438/- under head Furniture (New Job) eFC no 382 dated 31.03.18 of Rs 5,16,500 eFC no 383 dated 31.03.18 of Rs 72,438

ENCL:

- Annexure 'A' for Technical Specifications
- Annexure-F Format for Security Deposit Bank Guarantee

3. Annexure-6 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
9. M/s. Kalkasoft Infotech Pvt Limited, 278 , 1st Floor , Sant Nagar , East of Kailash , New Delhi 110065



Annexure -A

TECHNICAL REQUIREMENT & SPECIFICATIONS ,SPECIAL TERMS & CONDITION AND LOCATIONS

(A) Technical Requirement

SI No.	Item	UOM	Quantity in NO.
1	Finger Print Biometric Attendance Machine	Nos	17
2	GPRS Based Finger Print Biometric Attendance Machine	Nos	3
3	Metal Enclosure	Nos	20
4	Software license to be incorporated in main attendance server for 20 device license	Nos	1
5	Installation and commissioning of the complete system	Job	1

(B) Technical specifications:

Finger Print Biometric Attendance Machine:

- Finger print capacity :- Minimum 3000 templates
- Proximity Card Capacity :- Minimum 5000 Cards
- Sensor :- Minimum 500 dpi Optical Sensor
- FAR :- $\leq 0.0001\%$
- FRR :- $\leq 1\%$
- Transaction Capacity :- Minimum 100000 transactions
- Communication :- Should Support RS 232 , RS 485 , TCP/IP , USB
- CPU :- Minimum 32 BITS high speed embedded processor
- Identification speed :- Identification speed of less than 1 sec.
- LCD :- Minimum 3''(inch) Colour TFT LCD Screen
- Internal Back up :- Device should have minimum 4 Hours of internal back up.

1. GPRS Based Finger Print Biometric Attendance Machine

- GPRS BASED :- Machine should be of GPRS Based.
- Technology :- Push Data Technology
- Finger print capacity :- Minimum 3000 templates
- Proximity Card Capacity :- Minimum 5000 Cards
- Sensor :- Minimum 500 dpi Optical Sensor
- FAR :- $\leq 0.0001\%$
- FRR :- $\leq 1\%$
- Transaction Capacity :- Minimum 100000 transactions
- Communication :- Should Support RS 232/485, TCP-IP
- CPU :- Minimum 32 BITS high speed embedded processor
- Identification speed :- Identification speed of less than 1 sec.
- LCD :- Minimum 3''(inch) Colour TFT LCD Screen
- Internal Back up :- Device should have minimum 4 Hours of internal back up.

2. Metal Enclosure:

- Metal enclosure should be Vandal- resistant, wall mount panel with locking features. The Panel should have door with transparent acrylic cover to make the attendance reader visible.
- It should have a slit in the transparent window making it convenient for the user for finger insertion.

(C) Special Terms & Condition:

- Bidder has to indicate the make / model of the quoted items mentioned in the Technical Parameter Specification (TPS) i.e. item no. 1 & 2. Supporting technical brochure / leaflet of the OEM of the quoted model is to be provided/submitted.
- Biometric Attendance Device, Power Supply & Battery shall be enclosed in one Vandal proof metal enclosure at each and every location.
- The Bidder has to quote against all the items of BOQ (supply, installation & Commissioning) including 2 years warranty period. If the Bidder fails to quote for all the items of BOQ the offer will not be considered.
- Bidder has to submit a Certificate from OEM for item no.1 & 2 for Participation in the Tender clearly stating the availability of Spare parts and service support of Quoted items under warranty period.
- The Biometric Machine System should have 4 hours battery back up in absence of power. It should be having a built in battery charger.
- The cabling for networking and the corresponding switches is to be laid and installed accordingly to aid the communication and data transfer between the terminal and the server.

7. It is the responsibility of the Bidder to regularly check and clean the Machines of biometric attendance system, batteries and power supply associated with the bio-metric machine system on monthly basis and give their reports to the Officer in charge during the 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.
8. The system should be designed and looped in such a way that an employee can log in/ log out from any machine of that particular location.
9. The quoted Biometric devices should be compatible of integrating with the existing installed biometric SQL attendance Software/server/ Leave Management Software at BCCL. It is the responsibility of the successful bidder to integrate all the supplied devices with the existing installed biometric SQL Software/server at BCCL.
10. The Bidder has to arrange transportation on their own for man & material during supply, installation & commissioning, warranty period. No transportation will be provided by BCCL.
11. Sales & service office of OEM/or Indian Agent having Authorization from OEM should be available in India for measure items like, Biometric devices. Please submit the details and Contact Number of service center for lodging complaints during the time of fault.
12. Free training to Engineers / supervisors / technicians from each project / unit should be given by the contractor / Bidder during installation & commissioning at site.
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. **Commissioning of the whole system shall only be given when the supplied Biometric devices shall be integrated with existing attendance software/server/ Leave Management Software and with the payroll system for salary process.**
16. Bidder is solely responsible for the 100 % template registration as well as acceptance of the attendance and successful attendance configuration of each and every employee at each location.
17. **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 or machine 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/Machine operative by any of the above two options:
 - b. A token penalty of Rs. 100/per working day per machine per location will be imposed per working day from the next working day of the booking of the fault.
 - c. If the whole system of a particular location becomes faulty then a token penalty of Rs. 250/per working day per location will be imposed per working day from the next working day of the booking of the fault.

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	HRD
2	CCO Swptt.
3	Central Stores Jealgora
4	Sinidih W/S
5	KNTA, Koyla Nagar & Karmik Nagar
6	JNTA
7	CMD Bungalow
8	Guest House, Koyla Nagar
9	Guest House, Jagjivan Nagar
10	Civil Engg. Deptt.
11	CCWO
12	Central Hospital Dhanbad
13	Koyla Nagar Hospital
14	Substation, Koyla Nagar
15	BCCL Press

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
Datedday 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.