



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the General Manager(MM)
Koyla Bhawan : Koyla Nagar
Dhanbad : 826 005

GRAM ; KOKINGKOL
(Phone No. 0326 – 2230181
(Fax No. 0326 -2230183)

Ref. No.: BCCL/Pur/618161/PVC Belt/19-20/19

dtd 03.06.2019

PURCHASE ORDER

BY SPEED POST

To,

M/s Indica Conveyors Limited Fatehgarh Shukar Chuk Road, Verka, Amritsar, Punjab- 143501, Tel no: 9914777333 E-mail: nrcindustries@gmail.com	Vendor code : 1/10/M/S/005
	Vendor Type : MSE
	PAN No. : AAACI8987K
	GST Reg. no. : 03AAACI8987K1Z3

Sub: Supply of 1200mm Fire resistant PVC Belting Type-V.

- Ref: i) Our tender no. BCCL/PUR/618161/PVC Belting/18-19/77 dated 29.12.18, opened on dated 21.01.2019 (Tender ID: 2018_BCCL_125636_1)
ii) Your Bid ID 371628 dated 18.01.2019.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **ORDER** for supply of **1200mm Fire resistant PVC Belting Type-V** at the following price, terms and conditions:

SCOPE OF SUPPLY:

S N	Item Description	Qty (in Mtr)	Basic Unit Rate (in Rs)	Extended Landed Value (in Rs)
1	1200 mm PVC Belting (Type-V) Detailed Technical Specification at Annexure- A	2800.00	1838.00	51,46,400.00
	IGST @ 18%			9,26,352.00
	Sub-Total			60,72,752.00
	CMPDI Charges @ 1%			60,727.52
	GST @ 18 % on CMPDI charges			10,930.95
	Total Value on FOR destination basis			61,44,410.47

TERMS & CONDITIONS:

- INTEGRITY PACT:** Integrity Pact document duly signed, stamped and accepted by you is applicable for this tender & purchase order. Name of Independent External Monitor for implementation of the pact is mentioned as under:
(a) Prof. (Dr.) L.C. Singhi, IAS (Retd.), L-31, Third Floor, Kailash Colony, New Delhi- 110048
(b) Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301
- PRICE:** FIRM till execution of the contract and FOR destination basis. **Packing & Forwarding Charges:** Inclusive, **Freight Charges:** Inclusive

3. **TAXES AND DUTIES:**-GST shall be paid extra as legally applicable during the scheduled delivery period. Present GST Rate is 18% as indicated above. 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. You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit. You have to ensure that if BCCL does not be able to avail Input Credit due to fault of the supplier then the loss amount to be recovered from the supplier. The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL. E-Way bill, if required, shall be arranged by you.
4. **PAYMENT TERMS:** 100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers' bills at consignee end, whichever is later. Your mandate/acceptance for Electronic Fund transfer indicated against the tender is attached.
Paying authority: HOD(F)MM, Pur-Fin, BCCL, Koyla Nagar, Dhanbad-826005
5. **DELIVERY REQUIREMENT:** "Delivery is to be completed within 04(Four) Months from the date of receipt of purchase order".
Earlier supply shall be accepted. Delivery schedule shall be reckoned from the 10th day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.
Dispatch Advice: Notification of dispatch by Road for each and every consignment should be made to the consignee with copies to this office immediately after dispatch giving the following particulars:
- i) Supply order no. & dtd.
 - ii) Description of stores.
 - iii) Quantities and / or weight.
 - iv) Value of stores.
 - v) L.R. no. & date.
 - vi) Lorry no.
6. **LIQUIDATED DAMAGES CLAUSE:**
- (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 the successful bidder 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
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
 - (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 6 (a) 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 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.
 - (f) To forfeit the security deposit fully or in part.
7. **FORCE MAJEURE CLAUSE:** If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then BCCL may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is


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granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.

- a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, BCCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
 - b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither BCCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.
 - c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.
8. **PRICE FALL CLAUSE** – You will ensure that you have not supplied /are 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 you 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 you to the BUYER, if the contract has already been concluded.
9. **WARRANTY:** Materials supplied should be guaranteed for a period of 12 (twelve) months from the date of fitment or 18 (eighteen) months from the date of receipt and acceptance at the consignee end, 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 21 days free of cost.
- SPECIAL WARRRANTY CLAUSE:-** You should confirm against this clause that in the event of any breakdown or failure of performance due to defects in materials, design, workmanship etc. BCCL shall promptly notify you in writing of any claims arising under this warranty. The repairs ,replacement or rectification work shall be carried out by you at site at no cost to the purchase within 21 days of settlement of warranty claims
10. **SECURITY DEPOSIT:** You are required to deposit as security money for 10% of the value of the supply order / contract, without having any ceiling in the form of Bank Draft / Bank Guarantee within 15 days from the date of order. If you fail to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. For successful tenderers, 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 Rs.250/- non-judicial stamp paper as per the enclosed format at enclosed **Annexure-I**. The validity of Bank Guarantee should be 03 months beyond the schedule delivery period specified in the order. The value of BANK GUARANTEE to be submitted towards Security money comes to **Rs 6,14,441/-**

11. 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. for 10% value of the total cost (i.e. FOR destination price including taxes, duties, transportation & insurance charges& other charges, if any) **Rs 6,14,441/-** of the materials shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D. However in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing bank should immediately send by Registered Post with A.D an unstamped duplicate copy of the BG directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order. The A.D card should be kept with the loan papers of the relevant BG.


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The Performance Bank Guarantee shall be released after fulfillment of all contractual obligations including warranty /guarantee conditions stipulated in the contract. For unsatisfactory performance and/or contractual failure, BCCL shall have the full right to invoke/en-cash the Performance Bank Guarantee. The Performance Bank Guarantee shall be issued by a scheduled bank in the format attached as ANNEXURE - G and shall be irrevocable and unconditional and BCCL shall have the powers to invoke/en-cash it notwithstanding any dispute or difference between supplier and BCCL pending before the court, tribunal, arbitrator or any other authority.

- 12. INSPECTION AND TESTS:** Pre Dispatch inspection will be done carried by **CMPDIL, Ranchi** at your works premises. Inspection charges will be 1 % on FOR destinations price and GST as applicable at the time of supply. Presently, Inspection fee @ 1% of total consignment billing (plus statutory levis like GST etc, as applicable on inspection fee) is to be paid to CMPDIL along with inspection call letter which will be reimbursed subsequently by BCCL together with consignment billing. Other clause of Pre dispatch inspection will be applicable as per ANNEXURE –H. **Final inspection shall be carried out at the consignee's end after receipt of materials by GM (E&M) I/C or his authorized representative.**
- 13. CONSIGNEE PARTICULARS:** Depot Officer, Moonidih Regional Store, BCCL, Dhanbad (Jharkhand).
- 14. GENERAL TERMS AND CONDITIONS:** Unless otherwise specified in the NIT, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given with NIT as ANNEXURE –D. In case there is a conflict in any particular term of the NIT with the General Terms, the terms of the NIT will prevail.
- 15. JURISDICTION:** Any/All dispute(s) arising out of this tender/order shall come under the sole jurisdiction of the Dhanbad/Jharkhand High Court, (INDIA).

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

Enclosures:

SL	ANNEXURE	DESCRIPTION
1	ANNEXURE - A	Technical specifications / conditions
2	ANNEXURE- I	Proforma of Bank Guarantee for Security Money.
3	ANNEXURE - G	Proforma of Performance Bank Guarantee
4	ANNEXURE -H	Pre Dispatch inspection Clause

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase order, one of which should be returned to us duly stamped and signed.

Indent No. & date: Indent No: AM (E&M)308A dated 8.12.18, IR No.: 618161 dtd 20.12.18
Budget certification No. BCCL BCCL/C&B/CAP/Reg PN-02/SN-38/eBC No-26 dtd 20.5.19
&eFC No. 15 dated 01.06.19

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.


(M Mehta)

Deputy Manager (MM)


(R K Mishra)

Chief Manager (MM)

Copy to:

1. GM(E&M) I/C, Koyla Bhawan
2. HOD (Fin)/MM (Pur-Finance), Koyla Bhawan
3. Depot Officer, Moonidih Regional Stores, BCCL, Dhanbad
4. Technical Cell, Koyla Bhawan
5. Master file
6. Prof. (Dr.) L.C. Singhi, IAS (Retd.), L-31, Third Floor, Kailash Colony, New Delhi- 110048
7. Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301

TECHNICAL SPECIFICATIONS

(A) **TECHNICAL REQUIREMENT:** 1200 MM Wide PVC Belting PVC solid woven all Nylon flame resistant antistatic Conveyor belting 1200 mm wide for Underground use; conforms to IS 3181. Type-V. The belt should be DGMS approved or as per DGMS circular No 3 dated 13.02.15.

1. **APPLICABLE STANDARD & CODES:-** The beltings shall be designed and manufactured, unless otherwise specified, in accordance with the latest revision of IS-3181 standard and other associated Indian BS and relevant international standards.
2. **DUTY REQUIREMENT:-**The belting shall be of heavy duty type, capable of handling lumpy coal containing shale and suitable for round the clock operation in underground coal mining environment laden with dust and humidity. The conveyor may be semi covered or uncovered on the surface run. The belting shall, therefore, be suitable for extra environmental condition i.e. exposure to open sun and rain, temperature variation from 5 to 50 Celsius and relative humidity upto 95%.
3. **CONSTRUCTIONAL FEATURES:-**The belting shall be designed and constructed such that it gives smooth service under the stipulated working conditions. The belting shall primarily consist of plies of woven fabric or solid woven construction and shall be impregnated with fire resistant compound and have a fire resistant cover, the whole being fused or vulcanized together in a uniform manner in accordance with best manufacturing practices. The belt edges shall be completely sealed against ingress of moisture. The belting in general shall have following constructional features:
 - I. **Fabric:-** Any natural or synthetic fiber or combination thereof may be used for the carcass and the reinforcement, provided the test requirements are complied with. The fabric used shall be evenly and firmly woven and shall be free from foreign matter and such defects as knots, lumps and irregularities of twist as is normal in the best manufacturing practices.
 - II. **Breaking Strength And Elongation Of Belts & Tear Strength :-**The minimum longitudinal and transverse breaking strength, elongation and tear strength of the finished belting shall not be less than the values given in Table-I of IS :3181.
 - III. **Belt Length :-**Each roll shall be of 200 Meter & last roll length to be adjusted as per PO quantity. The total length of belting shall be not less than the specified length. The tolerance on length on individual rolls shall be within (+) 2% and (-)0.5%.
 - IV. **Belt Width:-**The width of the belting shall be within(+) 2% and (-)0% of the specified nominal belt width.
 - V. **Belt Edges:-**The edges of the belting shall be completely sealed by fire resistant composition. Where the edge cover materials is manufactured and applied separately (its width shall not be more than 5 mm) in the form of a strip, it shall be fused to the edges of the surface covers and the fabric shall have good adhesion thereto.
 - VI. **Belt Thickness:-**The mean belt thickness and derived carcass thickness shall be not less than specified in the clause no. 7.3 of IS 3181 . The difference between any two measurements taken shall not exceed 1 mm for a belt of which the mean belt thickness does not exceed 10 mm or 10% of the mean belt thickness for a belt of which the mean thickness exceeds 10 mm.
 - VII. **Cover Thickness:-**The cover thickness for both/carrying and non-carrying side, unless otherwise specified, shall be not less than 0.8 mm for Belt up to Type 4. For Belt Type 5 and above the cover thickness for both carrying and non-carrying side, unless otherwise specified, shall be not less than 1.0 mm.


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- VIII. **Joint in Fabric**:-The joints in the carcass shall be avoided, as far as possible. In solid woven belting, there shall be no transverse and longitudinal joints in the carcass.
- IX. **Freedom From Defects**:-The belting shall be straight when rolled out flat. The surfaces and edges of finished belting shall be free from blisters, pitting and other surface defects and shall be completely sealed against the ingress of moisture by fire resistant compound.
- X. **Adhesion**:-
- Adhesion between cover and carcass**:- The mean adhesion between cover and carcass shall not be less than 3.15 kN/m. The lower of the two minimum values of force from the two tests shall not be less than 3.60 KN/m.
 - Adhesion between adjacent plies**:- The mean adhesion between adjacent plies shall not be less than 3.50 kN/m. The lower of the two minimum values of force from the two tests shall be not less than 2.60 kN/m.
 - Edge strip adhesion** :-The adhesion between the edge strip land the edge of the belt shall not be less than 2.6 kN/m of belt thickness when measured in accordance with IS-3181:1992.
- XI. **Electrical Resistance** :-The electric resistance on both the upper and lower surface of the belting shall be not greater than 3×10 to the power eight Ohms.
- XII. **Fire Resistance**:-
- Drum Friction Test** :-There shall not be any visible sign of flame or glow on any part of any one of the test pieces of belting during drum friction test or after each test piece breaks. The temperature of the surface of drum during each test shall not exceed 325 degree Celsius.
 - Spirit Burner Test** :-After being held in a flame for 30 seconds, all visible flame and glow must disappear with the following time :

With outer covers	- 3 seconds,
With outer covers removed	- 5 seconds
 - Propane Burner Test**:-The belting subjected to propane burner test shall be self extinguishing after removal of the propane flame and a minimum of 250 mm long full width portion on each test piece shall remain undamaged at the completion of the test.
4. **MARKING**:-The belting shall be clearly marked on the carrying side. The character height shall be not less than 20 mm. The marking shall be repeated at a maximum longitudinal spacing of 10 meters, at approximately 100 mm from the left and right edges of the belting alternatively.
The following identification marks shall be applied on the carrying side/thicker cover side of the belting.
1. Manufacturer's identification.
 2. Belt type.
 3. Cover thickness of carrying and running side;
 4. Mark/batch number;
 5. Indian Standard Number;
 6. Month and year of manufacture.
 7. Colour
 8. Any other marking as stipulated in DGMS approval/DGMS circular no 3.
5. **QUALITY ASSURANCE SYSTEM**:-The manufacturer shall establish and maintain a quality assurance system to the satisfaction of the Purchaser. The system shall ensure that the manufactured products meet the requirements of this specification. The bidder shall submit the quality assurance plan along with the bid. Purchaser shall have the right to inspect the manufacturer's quality assurance system at any stage during manufacturing.
6. **SAMPLING AND TESTING**:-


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- i. **Sampling:** - Depending upon the length of conveyor belting of the same characteristics (i.e. type, width etc.) the sample shall be drawn in accordance with Table-5 of IS: 3181.
 - ii. The samples shall not be tested within two days after the manufacture of the belting.
 - iii. **Retest and Rejection:**-Should a sample fail to comply with the specified test requirements, two additional samples shall be drawn and tested after conditioning them in standard atmosphere of 65 (+/-) 5% relative humidity and 27 Degree (+/-) 2 Degree C temperature for 3 days before testing. In the event of either of these two samples failing to comply with the test requirements, the supply shall be rejected. If both the samples, pass the tests, the supply shall be accepted. All tests shall be in accordance with IS: 3181-1992 incorporating latest revision.
 - iv. a. **Testing:**- Following tests shall be performed in the presence of purchaser or his authorized representative:
 1. Belt width.
 2. Belt thickness.
 3. Cover thickness.
 4. Breaking strength and % elongation at break of the belt.
 5. Elongation at reference load (10%of breaking load) in longitudinal direction.
 6. Tear strength.
 7. Cover adhesion.
 8. Edge strip adhesion.
 9. Electrical resistance.
 10. Fire resistance.
 - iv.b. In case the purchaser is not in a position to witness the tests, the supplier shall maintain adequate records of having carried out the tests and forward the test reports as per Annexure-X.
 - iv.c. For each type of belting at least one troughability test will be carried out in the presence of the purchaser or his authorised representative in accordance with IS:1891 (PART-1) Latest .The troughability shall not be less than 0.11
7. **TEST AND INSPECTION:-**
 - i. The purchaser shall have the right to carry out inspection during manufacture. Such inspection shall not, in the event of any defect noticed later, entitle the supplier to plead that inspection has been done by the purchaser and absolve themselves of the obligation. Necessary facilities shall be provided by the supplier to the purchaser to carry out such inspection.
 - ii. The test and inspection shall be carried out in the presence of manufacturer, as per IS-3181:1992 and other relevant BS and International Standards, for which all facilities shall be provided by the manufacturer at his own costs. All costs for sampling, testing and inspection shall be borne by the manufacturer.
 - iii. The manufacturer shall also make available to the purchaser's inspecting personnel all the relevant standards and codes of practices for manufacture, inspection and testing of the material/product/equipment. The manufacturer shall also make available a set of meters, gauges, instruments, testing, equipment etc. as may be required for testing and inspection to check that the products are in compliance with this specification.
 - iv. Bidders are required to submit all the test reports as per the specification. Propane burner test report from any national test house/Govt approved test lab/NABL accredited lab subject to confirmation of its ability to conduct such test is to be submitted before supply along with the first consignment for the highest size and type.
8. **STORAGE AND HANDLING:-**Conveyor belting shall be stored under conditions that do not adversely affect the properties of the belting and shall be handled during transit and in storage in such a manner as to avoid damage to the belting and not create a hazard.
9. **TECHNICAL DATA REQUIRED ALONG WITH THE OFFER:-** The Offer shall be complete with following details failing which it may be treated as incomplete and rejected.


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- i. General description with supporting technical literature and sectional views giving details of construction.
- ii. Detailed Quality Assurance Plan.
- iii. Total length offered (meters') for type and width.

10. **TECHNICAL INFORMATION TO BE FURNISHED AFTER THE PLACEMENT OF SUPPLY ORDER**:-The supplier shall furnish following technical information and documents in quadruplicate along with the supplies, failing which the payment will be withheld. In addition one set shall be simultaneously forwarded to General Manager (E&M), CMPDI, Ranchi.

- i. Test certificates for guaranteed technical parameters as per Annexure-X.

11. **Following essential documents need to be submitted along with supply** :-

- i. Duly notarized & self-attested valid DGMS approval copy or Documents as per Circular no 3 dated 13.02.15
- ii. Test certificates as per the IS: 3181:1992 & other relevant IS

(B) TECHNICAL SPECIFICATION (Annexure-X)

1. Make of belting:- To be indicated by the bidder.
2. Brand name of belting:- To be indicated by the bidder.
3. Colour of belting:- To be indicated by the bidder.
4. Belt type -5
5. Cover thickness (top x bottom)in mm of type -5 :- 1 x 1
6. Tolerance on cover thickness (%) < 10%
7. Total thickness of belt in mm :- 8.5 mm ,Type-5
8. Tolerance on thickness in mm :- 1 mm ,type-5
9. Width of belt type -5 :- 1200 mm
10. Min. Breaking strength in KN/m :- a. Longitudinal :- 875 KN/m
b. Transverse :- 352 KN/m
11. a. Elongation at break in longitudinal direction :- 15%
b. Elongation at break in Transverse direction :- 18%
12. Elongation at reference load in wrap direction :- max. 4%
13. Tear Strength :- 1.18 KN
14. Tolerance with reference to belt width in +2% to -0%
15. Fire resistance(as per IS 3181:1992,second revision)
 - a. Drum friction test :- Results with accordance to IS :3181
 - b. Spirit burner test :- Results with accordance to IS :3181

ANNEXURE- I

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.


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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 be given.....(hereinafter called , the Purchaser) to supply equipment on the terms and conditions in the said Contract.

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

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

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

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

4. We, (Name of the Bank) further agree with the purchaser ,that the purchaser , shall have the fullest liberty without our consent and without affecting in any manner no obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser , against the said seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be 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.

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Annexure -H

PRE-DISPATCH INSPECTION CLAUSE

Pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated hereunder:

Pre-dispatch inspection shall be carried out by M/s. CMPDIL (the above firm) as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s.CMPDIL will be as follows:

Checking and approval of test procedures/quality assurance plans.

Verification of records and documents of your works.

Verification of documents and test certificate of bought out items and cross checks.

You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost.

Final testing and checking of materials as per specifications.

M/s.CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 1% of total consignment billing (plus statutory levis like GST etc, as applicable on inspection fee) is to be paid to M/s.CMPDIL along with inspection call letter payable by SBI Collect as per enclosed appendix-III (a) which will be reimbursed subsequently by BCCL together with consignment billing.

Minimum 7 calendar days notice shall be given by the manufacturer to M/s.CMPDIL for arranging inspection within valid delivery period as per contract.

The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with the manufacturer inspite of clearance/acceptance by inspection authority i.e. M/s.CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.


The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s.CMPDIL.

Please send inspection call to M/s.CMPDIL, Ranchi/ their Regional. Office as per appendix-III (b) of NIT.

Final inspection shall be arranged by the consignee after receipt of the material at our destination.

The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier.

FOR AND ON BEHALF OF BCCL


3.8.19

