

Under jurisdiction of Dhanbad Court and
Jharkhand High Court
Bharat Coking Coal Limited
A Mini Ratna Company
(A Subsidiary of Coal India Limited- A
Maharatna Company)
Regt. Off: **Koyla Bhawan, Koyla Nagar ***
Dhanbad-826005
CIN :U10101JH1972GOI000918



Office of the General Manager
Materials Management
Department
Level-III, Commercial Block,
Koyla Bhawan, Dhanbad-
826005
Phone: 0326-2230181
Fax No.: 0326-2230183
Website: www.bccl.gov.in
ORIGINAL BY REGD. POST.

SUPPLY /PURCHASE ORDER

Under Jurisdiction of Dhanbad Court and Jharkhand
High Court only.

Ref #: BCCL/GM(MM)WD/ Pur/ 914306/ Industrial & Domestic Washing Machine, Tumbler Dryer,
Stainless Steel Trolley & other accessories /CHD/Domestic/14-15/2015/ 09/ 200 Dated: 30-03-2017

To

M/s LUCKY ENGINEERING WORKS,
G-10, Sector-2, DSIIDC Industrial Area,
Bawana
New Delhi-110039

Phone:32909356,9868156501,9818867187
Tele fax:011-25880514,
E-mail:luckyworks.rajeev@gmail.com
Rajeev@luckyengineeringworks.com
Rajeev@luckyengineeringworks.com
Web:www.luckyengineeringworks.com
www.laundry-equipments.com

(PAN No.AATPS9590E)
(Service Tax Code(Reg.No)-AATPS9590ESD002)
(TIN No:07780029240 & CST No:07780029240)

Contact Person: Mr.Rajeev Sharma(Prop.)

Sub: This office e-tender no. BCCL/GM(MM)WD/ Pur/ 914306/ Industrial & Domestic Washing Machine,
Tumbler Dryer , Stainless Steel Trolley & other accessories /CHD/Domestic/14-15/2015/ 09/ dt.04.05.2016 dated
13-06.2016

Ref: Your Tender/Bid ID No.103731 dt.02.6.2016 & subsequent correspondence on the above subject. Last being
vide letter no: LEW/16-17/821 dt.27.02.2017

Dear Sirs,

With reference to the above, for and on behalf of BCCL, **PURCHASE ORDER** is being placed on you
for supply of following items as per rate, terms and conditions indicated below :

**1. SCOPE OF SUPPLY " Supply ,Installation & Commissioning of Industrial Washing Machine, Tumbler
Dryer & Stainless Steel Trolley with 1yrs warranty and 7 years post warranty CAMC for item No.1 &2 only "**

The detailed description along with specification / size / ratings of the items along with qty.to be supplied ,unit rate
and extended value will be as under :

a) Cost details of equipment:-

Sl.No.	Item Description	Quantity	Basic rate of m/c	Extended value (Rs.)
1	Industrial Washing Machine 60 kg- Model- LEW/WM/F/60	1 (One No)	2,25,000.00	2,25,000.00
		CST @ 12.5%		28,125.00
		Freight		15,000.00
		Installation & Commissioning		11,500.00
		Service Tax @ 15 % on installation &		1725.00

		Commissioning		
		Total Landed Cost of Machine		281350.00
2	Tumbler Dryer 60 kg Model- LEW/DT/60	1(One No)	2,00,000.00	2,00,000.00
		CST @ 12.5%		25,000.00
		Freight		15,000.00
		Installation & Commissioning		10,000.00
		Service Tax @ 15 % on installation & Commissioning		1500.00
		Total Landed Cost of Machine		2,51,500.00
3	Stainless Steel Trolley Model- LEW/WRT	Four Nos	16,000.00	64,000.00
		CST @ 12.5%		8000.00
		Freight	1000/per no.	4000.00
				76000.00
			Total Landed Value of Item no 1, 2, & 3 (Rs)	6,08,850=00

Total Landed Value of the Machine consisting Sl.No.1 to 3 items = Rs.6,08,850=00

b) Revenue Value (i.e CAMC Rates)

Post warranty CAMC rate of Industrial Washing Machine (Item 1) per year will be as under:-

SL	Period	Date	CAMC Amount
1	Guarantee/Warranty 1 Year	Apr 2017 to Mar 2018	Free
2	1 st year CAMC	Apr 2018 to Mar 2019	22500.00
3	2nd year CAMC	Apr 2019 to Mar 2020	22500.00
4	3rd year CAMC	Apr 2020 to Mar 2021	22500.00
5	4th year CAMC	Apr 2021 to Mar 2022	22500.00
6	5th year CAMC	Apr 2022 to Mar 2023	22500.00
7	6th year CAMC	Apr 2023 to Mar 2024	22500.00
8	7 th Year	Apr 2024 to Mar 2025	22500.00
		Total Cost of 7 Yrs CAMC	157500.00
		Service tax @ 15 %	23625.00
		Total 7 Yrs CAMC inclusive Service tax	181125.00

Post warranty CAMC rate of Tumbler Dryer Machine (Item 2) per year will be as under:-

SL	Period	Date	CAMC Amount
1	Guarantee/Warranty 1 Year	Apr 2017 to Mar 2018	Free
2	1 st year CAMC	Apr 2018 to Mar 2019	20000.00
3	2nd year CAMC	Apr 2019 to Mar 2020	20000.00
4	3rd year CAMC	Apr 2020 to Mar 2021	20000.00
5	4th year CAMC	Apr 2021 to Mar 2022	20000.00
6	5th year CAMC	Apr 2022 to Mar 2023	20000.00
7	6th year CAMC	Apr 2023 to Mar 2024	20000.00
8	7 th Year	Apr 2024 to Mar 2025	20000.00
		Total Cost of 7 Yrs CAMC	140000.00
		Service tax @ 15 %	21000.00
		Total 7 Yrs CAMC inclusive Service tax	161000.00

TOTAL MACHINE VALUE FOR ITEM 1, 2, & 3: (281350.00 + 251500.00 + 76000.00) = Rs 608850.00

TOTAL 7 Yrs CAMC VALUE FOR ITEM 1 & 2: (181125 + 161000) = Rs 342125.00

Machine Cost + CAMC for 7 years = Rs.9,50,975.00

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(Detailed Technical specification will be as per Annexure "A" enclosed)

2. **TOTAL ORDER VALUE OF MACHINE** :The total procurement value of Industrial Washing Machine, Tumbler Dryer & Stainless Steel Trolley of above size comes out to Rs. 6,08,850.00 (Rupees Six Lacs Eight Thousand Eight Hundred Fifty Only)only on F.O.R. Destination basis inclusive of all taxes & duties.

3. **PRICE**- Firm & On FOR Destination, inclusive of Installation and commissioning charges

4. **Taxes & Duties:-**

- (a.) **Central Sales Tax** – Payable extra as applicable at the time of supply .The present rate of CST is 12.5%,
- (b) **Excise duty**-NIL,
- (c) **Packing, Forwarding** –NIL
- (d) **Freight Charges**– Applicable- as indicated above
- (e) **Insurance** –NIL(Transit Insurance if any to be borne by you.)
- (f) **Service Tax**-Service tax on installation& commissioning and & 7 Yrs post warranty CAMC will be applicable. Service Tax as legally applicable will be paid at actual on production of documentary evidence . The present rate of applicable service tax quoted by bidder is 15% .

5. **PAYMENT TERM: For Machine:**

(A)**PAYMENT TERMS:** 80% payment of the value of equipment and 100% taxes and duties shall be released within 21 days after receipt of the equipment along with accessories at the site and confirmation of the same by CMS I/c of Central Hospital Dhanbad or his authorized representative and receipt and acceptance of Performance Bank Guarantee as per clause stipulated in NIT . However, Bipartite CAMC agreement will have to be concluded between BCCL represented by CMS I/c CHD and you before delivery of the equipment.

(B)**Balance 20 %** payment shall be released within 21 days after successful installation/commissioning and final acceptance of the equipment along with accessories at the site and confirmation of the same by CMS I/c Central Hospital Dhanbad to the effect that the equipment has been installed and commissioned and Bipartite agreement having been signed.

C) **CAMC PAYMENT:** The payment terms for CAMC charges shall be as per clause no 7 of terms and condition for CAMC-vide Annexure A of NIT.The tenderer must give their Banker's Name, Address, Branch Code, Type of Account, Account No. & EFT No. for Electronic Fund Transfer or e-payment. All payments against CAMC will be made by concerned Paying Authority of CHD,BCCL only.

6. **MODE OF DISPATCH** : By Road on F.O.R. Destination ,Freight paid basis

NOTE : You will ensure safe & sound delivery of stores at consignee's end .

7. **ROAD PERMIT** :Road permit , if required , may be obtained well in advanced directly from the consignee under intimation to this office .

8. **DELIVERY PERIOD** : To be delivered within Six Weeks from the 10th day from the date of issue of order and the date of receipt of materials at our stores shall be treated as the date of delivery. Delivery period shall be reckoned from 10th day of placement of order. Any increase in the rate of taxes & duties beyond delivery period will be on your account.

9. **Consignee:** Depot Officer / Store Officer, CHD / Central Stores, Ekra, Dist. Dhanbad, Jharkhand

10. **Paying Authority:-**

a) **For Capital** :- The HOD (Fin)MM , Purchase Finance, Koyla Bhawan, B.C.C.L. Dhanbad

b) **For Revenue(CAMC):-** The HOD (F)/Manager(F),Central Hospital, Dhanbad, B.C.C.L. , Dhanbad

11. **Comprehensive Annual Maintenance Contract (CAMC):-** To be concluded by I/c Chief of Medical Services, Central Hospital, Dhanbad with the Firm and Principal as per terms of NIT. The detailed terms and conditions are enclosed vide annexure -A. Bipartite CAMC agreement will have to be concluded before delivery of the equipment to CHD.

12. TRAINING & Guideline for Support Services: Demonstration for use of the equipment will be done by the supplier. Training for two working staff for Washing Machine ON- SITE shall also be arranged by supplier. Fully equipped Service Center with trained technical hands for after Sales Service should be provided as and when required. You shall be required to make provision to provide after sales service with spares in Warranty and CAMC period.

13. SUBMISSION OF BILL: 100% value of bill duly stamped, signed & pre-receipted in five copies as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with challan, Consignment note (if required), packing list if any, guarantee/warranty certificate, firmment / Test certificate, Price Certificate, Copy of installation & commissioning certificate and any other documents indicated elsewhere in the order.

(Note – All documents to be submitted shall be duly authenticated)

(No payment will be made without submission of Security Deposit(exempted being NSIC registered firm) & Performance Bank Guarantee)

PARTICULARS OF BANK ACCOUNT:	
1	<p>VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS:</p> <p>(With Telephone No. & Fax No.)</p> <p>M/s Lucky Engineering Works, 779-A, Faridpuri, West Patel Nagar, New Delhi-110008</p> <p>Phone:-011-25880514, 9868156501</p> <p>Email luckyworks.rajeev@gmail.com</p>
2	<p>PARTICULARS OF BANK ACCOUNT:</p> <p>A. BANK NAME: SYNIDCATE BANK</p> <p>B. BRANCH NAME: Ajmal Khan Road, Karol Bagh, New Delhi-110005. (Including RTGS Code) (SYNB0009002)</p> <p>ADDRESS: Ajmal Khan Road, Karol Bagh, New Delhi-110005.</p> <p>C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH 110025025 (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI</p> <p>D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13) Current Account</p> <p>E. LEDGER NO./LEDGER FOLIO NUMBER: ACCOUNT NUMBER:-</p> <p>F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT 90021010000398 (As appearing on the Cheque Book)</p>

14. GUARANTEE /WARRANTY : You shall guarantee for the satisfactory performance of the complete equipment/ stores for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance, whichever is earlier, against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended immediately and replace the materials within 30 days free of cost. A certificate to this effect shall be submitted by you along with the supply.

15. LOWEST PRICE CERTIFICATE: You shall submit a certificate along with bill as stated below:

"The rates of the stores under this contract are the lowest at which we are selling to any other Customer / Govt. Deptt./ Subsidiaries of CIL/ Other PSUs . If the materials are sold at any lower rate than that mentioned in this contract to any other agency , the same will automatically be applied to this contract from that date".

16. SECURITY DEPOSIT: EXEMPTED BEING A NSIC REGD.FIRM . NSIC REGISTRATION RENEWED UP TO 11.1.2019

17. INSPECTION – The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.

The inspections and tests may be conducted on the premises of the supplier or its subcontractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.

Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin.

Materials are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.

Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

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.

18. PERFORMANCE BANK GUARANTEE – PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10 % value of the order i.e. Rs 95,098.00 (Rupees Ninety Five thousand ninety eight only) . The order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) to cover the performance of during the guarantee period and subsequent CAMC period of the contract shall have to submitted to MM Deptt,BCCL,Koyla Bhawan on or before commencement of supply. PBG may be submitted either for the entire order quantity at a time or each equipment wise/lot wise.

19. PENALTY FOR FAILURE TO SUPPLY IN TIME

Liquidated Damage Clause:

In the event of failure to deliver the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option either to enforce the following:

- a) To recover from the successful bidder as agreed liquidated damages, a sum of 0.5%(Half Percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) and where felt necessary by BCCL it may be increased up to 15 %.
- b) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or
- c) To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply/or
- d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 14 (a) of NIT above except in case of force majeure condition.

Handwritten signature/initials

e) Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable. The successful tenderer shall pay to Bharat Coking Coal Ltd., the balance amount on demand of the remaining balance. The supplier shall not be entitled for any gain on any such purchase.

f) To forfeit the security deposit fully or in part.

20. PRICE FALL CLAUSE :

i) The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores / Equipment of identical description to its any other customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order sells or offers to sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, the successful tenderer shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

21. **INTEGRITY PACT:** You have signed Integrity Pact with NIT, Shri L C Singhi, IAS(Retd.) L-31, Third Floor, Kailash Colony, New Delhi-110048 will be independent external monitor against it,

All other terms & conditions along with: Technical Specifications and Scope of supply will strictly be as per our NIT and company's norms.

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

This contract is concluded with the issuance of this order. Two copies of the order is 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 order shall be deemed to have been accepted by you for execution.

This issues with the concurrence and approval of the competent authority.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.


SM(MM) Koyla Bhawan, BCCL

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no and date	BC & FC No. & dt.
Indent No; -38/ C/ 14-15dt.25.6.2014 (f-9-10/c) Revised Indent Note sheet 24/c dt.24.2.2016)	BC No: BCCL/C&B/CAP/Reg PN-16/SN-180/e-BCno.16 dated 22-03-2017(Cap 16-17) for Rs.6,08,850=00
IR No and date	e-FC No 01 dated 29-03-2017 for Rs.6,08,850=00
914306(15-16)dated 25.03.15	Advance Revenue Budget for 7 yrs Post Warranty CAMC communicated vide letter No.BCCL/FIN(C&B)/14/D/302 dt.19.12.2014 issued by CM(F)(C&B),BCCL for Rs.3,52,800.00

Copy to:

- 1.CMS I/C, Central Hospital,Dhanbad.
- 2.Depot Officer ,Central Hospital,Dhanbad
3. Depot Officer, Central Stores, Ekra, Dist. Dhanbad, Jharkhand
4. HOD(F)MM,Koyla Bhawan,Dhanbad,BCCL.
- 5.HOD(F)/CM(F),Cenral Hospital,Dhanbad.
- 6.AM(MM)(Tech Cell), MM Div, Koyla Bhawan.
- 7..CGM(MM)/GM(MM), CCL / WCL/ SECL / MCL / ECL/NCL
8. Shri L C Singhi IAS(Retd.) L-31,Third Floor,Kailash Colony,New Delhi-110048
9. Master File / Office Copy.

Enclosure:-

Annexure "A"

Format of PBG

adg
30/3/17
SM(MM)KB, BCCL

SCHEDULE OF REQUIREMENT AND TECHNICAL SPECIFICATIONS

NIT SL NO	MATERIAL DESCRIPTION	QTY
1	Industrial Washing Machine 60 kg	01(one) No.
2	Tumbler Dryer 60 kg	01(one) No
3	Stainless Steel Trolley-04 Nos with extra 8 Nos. Sturdy wheels.	04(Four)Nos.

1. Supply, installation and commissioning of i) Industrial Washing Machine -60 kg(1 No), ii) Tumbler Dryer -60 kg-(1No), iii) Stainless Steel Trolley-(4 Nos) with extra 8 Nos. Sturdy wheels for CHD, Dhanbad

Technical Specifications

1. Item:- Industrial Washing Machine – 1 No.

Specification:-

- Type – Front Loading Industrial Washing Machine
- Capacity – 60 Kg.
- Electrically operated, Power Supply 3 Phase AC, 415 Volts, 50Hz
- Body and wash drum- Anti rust Stainless steel.
- Bottom frame – Galvanised iron and epoxy coated.
- The machine should be equipped with a fully automatic control panel with all safety features.
- Provision for Timer, temperature control with hot water, programmer for wash cycle.

2. Item:- Tumble Dryer - 01 (One) No.

Specification :-

- Type – Front Loading.
- Capacity – 60 Kg.
- Electrically operated, Power Supply- 3 Phase AC, 415 Volts, 50 Hz
- Inner cage :- Anti rust Stainless steel.
- Outer body – MS Angle frame with lined M.S. Sheet.

3. Item:- Stainless Steel Trolley - 04 (Four) Nos. with extra 8 Nos. Sturdy wheels.

Specification :-

- Capacity – Capable of carrying 75-100 Nos dry dirty bed sheets.
- Made out of Stainless Steel stiffeners' all around the trolley. The trolley should be fitted with M.S. angle frame work. The trolley shall be provided with 4 (four) Nos. pressed steel solid cushioned tiered swivel castors.
- Dry Liner Stainless Steel body Trolley with top (18-20 gage) with closed shelf below.

Terms and Conditions for Comprehensive Annual Maintenance Contract of Equipment beyond the Guarantee/Warranty Period

1. The onsite comprehensive annual maintenance of the equipment, for a period of *Seven* years beyond the Guarantee/Warranty period shall be the responsibility of the supplier and the charges thereof shall be inclusive of repair/replacement of all parts as may be required.

2. Preventive maintenance of the equipment, in the third month of each quarter, beyond the Guaranty/Warranty period specified in the order, shall be carried out by the supplier.

3. The breakdown calls shall be attended by the supplier within the shortest possible time, upon the receipt of written or verbal/telephonic intimation of the breakdown.

4. The supplier shall guarantee of 95 % availability (uptime) of the equipment on quarterly basis. The availability percentage for equipment shall be calculated for each quarter as under:

$$\text{Actual Availability} = \frac{(\text{No. of days in quarter} \times 24) - (\text{Down time hours in the during the quarter})}{\text{No. of days in the quarter} \times 24} \times 100$$

5. Downtime Penalty: The availability percentage shall be calculated for each quarter. Penalty will be imposed on pro-rata basis if the availability falls below the guaranteed uptime as mentioned in clause 4 above. Penalty, if applicable, shall be calculated as under:

$$\text{Penalty} = \frac{(100 - \text{actual availability in the quarter}) \times (\text{Annual Maintenance Charges})}{100}$$

6. The bidder shall undertake and ensure the availability of spare parts and assemblies for the equipment for the entire period covering the Guarantee/Warranty and the period of the Comprehensive Annual Maintenance. In case the offer, in the instant tender, has been submitted by a firm authorized by the Manufacturer (Principal) an undertaking from the Principal confirming that they "shall undertake and ensure the availability of spare parts and assemblies for the equipment for the entire period covering the Guarantee/Warranty and the period of the Comprehensive Annual Maintenance" shall be required to be submitted, by the bidders.

7. Payment Terms for 'Maintenance Charges (MC)'/Paying Authority:

i. The quarterly MC bills being the pro rata amount for three months of the 'Comprehensive Annual Maintenance Charges' along with the 'Service Report' for the preceding quarter and the 'Completion Certificate' from the concerned Head of the Department (HOD) to be confirmed by the consignee shall be raised after the completion of each quarter which will be paid by cheque within 30 (thirty) days after receipt and acceptance of the same.

Penalty Charges for the preceding quarter, if any, shall be recovered from the quarterly bill. During the "Contract Period" no interest is payable on any amount whatsoever to the successful Bidder / Supplier if any.

ii. Paying Authority: Chief Manager(Finance), Central Hospital, Dhanbad

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8. Lateral Security Deposit: Included in PBG to be deposited as performance guarantee vide clause no 18 of this order.

FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messrs ----- 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 our 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 BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in
paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG
under SFMS mode is furnished below:

Name of Bank : State Bank of India

Branch name: Main Branch Dhanbad A/C no. : 35160317947

IFSC Code : SBIN0000065

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

For ----- Bank

person

Signature of the authorised

for and on behalf of the

Bank

Emp. Code.