


Am (MM) Tech. Cell

To Sri A-k. Pandey
Vigilance Heer
may be attached
with Po.
12/10/17
Am/MM

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
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ORIGINAL BY REGD. POST.

SUPPLY /PURCHASE ORDER	Under Jurisdiction of Dhanbad Court and Jharkhand High Court only.
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Ref : BCCL/PUR/KB/GM(MM)PUR/912198/12-13/HOLTER MONITOR WIH ANALYSER/CHD/GLOBAL/16-17/93/ 49
DATE- 12.10.2017

To
M/S Schiller Healthcare India Pvt.Ltd.
Advance House,Makwana Road, Off: Andheri Kurla Road,
Marol Naka Station, Andherie, Mumbai-400059
(PAN No. AADCS5091B)
(GSTIN: 34AADCS5091B1ZN)
TIN: 34530000996v & 34530000996C)
SERVICE TAX Reg.No.AADCS5091BST001
Central Excise Reg.No.AADCS5091BXM001
Importer/Exporter Code No.0397060181

Phone: 022-61523333, 29209141,
Tele fax:022-29209141,M.No.-9303124973

Contact Person: Mr. Amit Tickoo
Designation: Asstt. General Manager
Ph-91-755-4274421
Email: bhavin@schillerindia.com
Email:mail@schillerindia.com

Sub: This office e-tender no. BCCL/PUR/KB/GM(MM)PUR/912198/12-13/HOLTER MONITOR WITH ANALYSER /CHD/GLOBAL/16-17/93 Date- 20.01.2017 opened on 01-03-2017.

Ref: Your Tender/Bid ID No. 170095, dt: 20.02.2017& subsequent correspondence on the above subject. Last being vide letter no: NIL dt.24.08.2017.

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 Holter Monitor with Analyser with 2yrs warranty and 8 years post warranty COMPREHENSIVE AMC "

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:

Cost details of equipment:-

Sl.No	Item Description	Quantity	Basic rate of m/c (Rs)	Extended value (Rs.)
1	Holter Monitor with Analyser comprising of one Holter Recorder Model-Medilog FD 12 Plus and One Holter System Analyser Model Medilog Darwin-2 (Detail Tech. Specs. as per Annexure-A)	01 Set	6,00,000.00	6,00,000.00
		GST @ 12% (HSN code 90189099)		72000.00
		Freight		00.00
		Installation & Commissioning		00.00
		Total Landed Cost of Machine		6,72,000.00

a) Total Landed Value of one set of Holter Monitor with Analyser = Rs.6,72,000.00 (Rupees Six Lakh Seventy Two Thousand only)





b) Revenue Value (i.e CAMC Rates)

Post warranty CAMC rate of 1 set of Holter Monitor with Analyser per year will be as under:-

SL	Period	CAMC Amount per set per year	Extended value for 1 set
1	1 st year under Guarantee/Warranty	Free	Free
2	2 nd Year Under Guarantee/Warranty	Free	Free
3	1 st year CAMC after Guarantee/Warranty	15000.00	15000.00
2	2nd year CAMC	15000.00	15000.00
3	3rd year CAMC	15000.00	15000.00
4	4th year CAMC	15000.00	15000.00
5	5th year CAMC	15000.00	15000.00
6	6th year CAMC	15000.00	15000.00
7	7 th Year CAMC	15000.00	15000.00
8	8 th year CAMC	15000.00	15000.00
Total cost of 8 Yrs CAMC		120000.00	120000.00
GST @ 18 %		21600.00	21600.00
Total 8 Years CAMC inclusive of GST		1,41,600.00	1,41,600.00

(Rupees One Lac Fourty one Thousand Six hundred Only)

Total capital value for cost of 1 set of holter monitor with analyser = Rs 6,72,000.00

Total revenue exp for 8 yrs CAMC after 2 yrs of guarantee/warrantee = Rs 1,41,600.00

Total cost of 1 set of holter monitor with analyser +CAMC for 8 years = Rs.8,13,600.00

2. **TOTAL ORDER VALUE OF MACHINE:** The total procurement value of Holter Monitor with Analyser is Rs 6,72,000.00 (Rupees Six Lakh Seventy two thousand)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. **GOODS & SERVICES TAX (GST):**

- GST – Payable extra as applicable at the time of supply .The present rate of GST is 12%. (HSN Code-90189099)
- The invoice shall be raised by you giving all details as per GST ACT/Rules.
- Benefit of any extra input tax credit availed by you, if any, in future shall be passed on to BCCL.
- E-Way bill if required will be arranged by supplier.
- Any increase of taxes & duties beyond the stipulated delivery period will be on your account.
- P&F, Frt., & insurance : NIL.
- GST On Service Part -GST will be payable extra for eight years CAMC after expiry of two year free warranty period. The present rate of applicable GST quoted by bidder is 18%.

5. **PAYMENT TERM: For Holter 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 CMO/CMS In charge of the Hospital and receipt and acceptance of Performance Bank Guarantee as per clause No.11 of Commercial terms & Conditions of NIT. However, Bipartite CAMC agreement will have to be concluded 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 CMO/CMS In charge of the Hospital to the effect that the equipment has been erected and commissioned and Bi-partite 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:** E-way bill/ Road permit, if required, will be arranged by supplier and not BCCL.

8. **DELIVERY PERIOD:** To be delivered **within Six Months** 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:** CMS I/c Central Hospital PO-Jaggivan Nagar Dist -Dhanbad 826003

10. PAYING AUTHORITY:-a) **For Capital:** The HOD (Fin) MM, Purchase Finance, Koyla Bhawan, B.C.C.L. , Dhanbadb) **For Revenue (CAMC):-** The Senior Manager(Fin), 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 shall be as per enclosed sheet. Bi-partite 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 Holter Monitor 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, fitment / 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)

Following import document should be submitted along with the bill.

- A copy of Invoice/Packing list of foreign manufacturer drawn in favour of Indian Importer/supplier.
- Copy of Bill of Entry.
- Copy of Bill of Lading drawn in favour of Indian Agent/Supplier showing the foreign manufacturer as Seller/Supplier/Consignor.
- Certificate of country of origin.

(No payment will be made without submission of Security Deposit & Performance Bank Guarantee)

PARTICULARS OF BANK ACCOUNT:		
1	VENDOR/SUPPLIER/CONTRACT OR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/S Schiller Healthcare India Pvt. Ltd. Advance House, Makwana Road, Off: Andheri Kurla Road, Marol Naka Station, Andherie, Mumbai-400059 Phone:022-61523333,29209141 Tele fax:022-29209141, M.No.-9303124973 Email: bhavin@schillerindia.com Email:mail@schillerindia.com
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	BANK of India
	B. BRANCH NAME: (Including RTGS Code)	Bank of India, Main Branch, Mumbai-400023 (BKID00000001)
	ADDRESS:	Main Branch, Mumbai-400023
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	400013087
	D. ACCOUNT TYPE:(S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Cash Credit Account
	E. LEDGER NO./LEDGER FOLIO NUMBER:	ACCOUNT NUMBER:- 000130100000029
	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	

14. GUARANTEE /WARRANTY: You shall guarantee for the satisfactory performance of the complete equipment/ stores for a period of **24 months** from the date of commissioning or 30 months from the date of receipt and acceptance, whichever is earlier, against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended immediately and replace the materials within 30 days free of cost. A certificate to this effect shall be submitted by you along with the supply.

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: You will be required to deposit as security money 10% of the value of the contract i.e. Rs 81,360.00 (Rupees Eighty One Thousand Three Hundred Sixty only) (including Taxes, duties, CAMC and other charges to the FOR Destination prices in case of orders in INR and in case of IMPORT Order by adding the estimated amount of freight, Insurance, Port Insurance and Custom Duties etc. as applicable) without having any ceiling, in the form of Bank Draft /Bank Guarantee within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If the successful tenderer fails to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. The Security Money shall be Refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited. The Bank Guarantee should be submitted on non-judicial stamp paper as per the enclosed format attached.

17. INSPECTION – Final inspection shall be done after receipt of the material by the representative of consignee at consignees end

18. PERFORMANCE BANK GUARANTEE – PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period and CAMC period, for 10 % value of the order i.e. Rs 81,360.00 (Rupees Eighty One Thousand Three Hundred Sixty only). The order value means FOR destination price including taxes, duties, transportation & insurance, CAMC 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.

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.
- 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, Sri Naresh Chaturvedi (Retd-IAS), CL-14, Sector-II, Salt Lake, Kolkata-700091. will be independent external monitor against it.

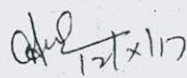
All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and GST Act 2017.

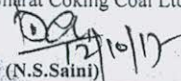
ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

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.

All other terms and conditions shall be as per NIT & GST Act, 2017.

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


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

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

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

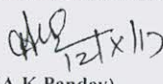
INDENT & BUDGET CERTIFICATION REFERENCE

Indent no and date	BC & FC No. & dt.
Indent No: -02 dt.28.,08.2012	BC No: BCCL/C&B/CAP/Regn. PN-06/SN-19/e-BC no.14/ dated 14-09-2017 (Cap 17-18) Head: P&M (others) New Job for Rs.6,72,000=00
IR No and date	e-FC No 02 dated 05-10-2017 for Rs.6,72,000=00
912198 (12-13)dated 17.11.12	Advance Revenue Budget for 8 yrs Post Warranty CAMC communicated vide letter No. BCCL/FIN(C&B)/16/D/240 dt.07.12.2016 issued by GM(F)(C&B) BCCL for Rs.6,40,000.00

Copy to:

1. CMS I/C, Central Hospital, Dhanbad.
2. Depot Officer, Central Hospital, Dhanbad
3. HOD(F)MM, Koyla Bhawan, Dhanbad, BCCL.
4. HOD(F)/SM(F), Cenral Hospital, Dhanbad.
5. AM(MM)(Tech Cell), MM Div, Koyla Bhawan.
6. GM(MM)/GM(MM), CCL / WCL/ SECL / MCL / ECL/NCL
7. Shri Naresh Chaturvedi (Retd-IAS), CL-14, Sector-II, Salt Lake, Kolkata-700091
8. Master File / Office Copy.

Enclosure:-
Annexure-I (Technical Specification & CAMC terms & conditions)
Aneexure-II(Format of SD & PBG)


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


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

ANNEXURE I

SCHEDULE OF REQUIREMENT AND TECHNICAL SPECIFICATIONS

SL.NO.	ITEM DESCRIPTION	Technical Specification	Quantity (No.)
1	Holter Monitor with Analyser	As per below technical specification	1 Set

TECHNICAL SPECIFICATION OF Holter Monitor with analyser A Software.

System should have following software and capabilities as standard.

- Work on windows XP, Windows 7, Windows 8 software.
- Work up to 72 hours ambulatory ECG recording and analysis.
- Have ST measurement software.
- Have pacemaker template matching software.
- QT,ST and Atrial analysis software. Heart rate variability software.
- ECG template matching software. Artefact detection software.
- Apnoea detection software.
- Capable to save complete test report on PDF format.
- Allow users to reclassify complex as well as ECG complex.
- Must be able to perform multiple analysis.
- Allow user to make different work flow pattern
- Give tabular summary showing ECG details for 72 hours.
- Must have strip marking and strip directory
- Should have facility to convert 3 channel ECG to 12 channel ECG
- 3 axis accelerometer to detect patient movement patterns. Must be able to send data via e-mail.

B Hardware

- Compact and light weight.
- OLED display (as confirmed in submitted short fall documents)
- Maximum weight of Holter up to 175 gms.
- Sampling frequency of 8000 Hz on all ECG channel.
- Record 12 channels with 7 leads or 10 leads patient cable.
- Record, derive 12 channels from 3 channels.
- Have more than 4 GB removable compact flash card and capable of storing 72 Hrs ECG.
- Data should be transferred /analysed via flash card /SD card reader.
- LED/LCD display to check pre hookup ECG quality.
- Option of selecting resolution. Resolution should be 1024Hz with storage rate 1029Hz: 12 bit.
- Event marker /patient marker button on the recorder.
- Detect apnoea, QRS, QT, P-wave.
- Have one AA/AAA alkaline battery to record up to seven days ECG with low resolution settings (as confirmed in submitted short fall documents)
- Defibrillator protection facility.
- Print all holter text reports on laser printer or ordinary printer.
- Online pace maker detection facility.
- Noise suppression circuit optimized for ECG recording for reduced effort on post editing.
- Integrated impedance cable test.
- Water resistant
- Voice recording for easy entry of patient data.
- Supplied with 10 leads cable for 12 channels.

C. Storage System.

- Window licensed software.
- Intel core i-5 processor. More than 1 TB hard disk.
- Minimum 4 GB RAM. DVD writer.
- Cabinet with SMPS.
- More than 2 USB ports and other ports.
- 17" inch LED display
- Coloured Laser Printer.
- Suitable table for data storage system.

Standards:-

Safety standards: IEC 60601-1, IEC 60601-2-25, IEC 60601-247 AAMI/ANSI EC 38-98 and latest safety standards

Protection class : Internal Battery 1.5 V/ 100mV

Conformity :- CE to 93/42/EEC.

Guarantee/warranty:- Two Years of Guarantee/Warranty followed by 8 years of Comprehensive AMC (CAMC).

Terms and Conditions for Comprehensive Annual Maintenance (CAMC) of Equipment beyond Guaranty/Warranty Period of Two years

1. The onsite comprehensive annual maintenance of the equipment, for a period of *Eight (08)* years beyond **Two Years** Guaranty/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 each equipment shall be calculated for each quarter as under:

$$\text{Actual Availability} = \frac{(\text{No. of days in - (Downtime hours in the quarter X 24)})}{\text{No. of days in the quarter X 24}} \times 100$$
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:

$$\text{Penalty} = \frac{(100 - \text{actual availability}) \times \text{"Annual Maintenance Charges/4"} \text{ in the quarter}}{100}$$
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 '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 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: FM, CHD, BCCL, Dhanbad
8. Lateral Security Deposit: Included in PBG clause.

YOU WILL HAVE TO ENTER INTO BI-PARTITE AGREEMENT ON NON-JUDICIAL STAMP PAPER - WITH CMS I/C CHD TO CARRY OUT CAMC AS PER TERMS AND CONDITIONS MENTIONED ABOVE.





ANNEXURE-II

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 relived from our liability by reason or any such variation or extension being granted to the said seller or for any forbearance act or omission on the part of the purchaser , or any indulgence by the purchaser to the said seller by any such matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the bank beyond the period specified above , the bank shall pay to this purchaser the said sum of ----- or such lesser sum as may than be due the purchaser and as the purchaser may demand.

5. We ,----- (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser , in writing.

6. The Bank has under its constitution power to give this guarantee and Mr.-----Manager , who has signed it on behalf of the Bank has authority to do so.

7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under :

Name of the Bank :
 Name of the Branch :
 Location & address :

The BG shall be subject to the jurisdiction of the 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 or
 A/C no. : 35160317947
 IFSC Code : SBIN0000066

Name of Bank: ICICI Bank
 Branch Name: ICICI Bank, Dhanbad.
 A/C no.019605001057
 IFSC Code: ICIC0000196.

Date----- Day of -----20
 For ----- Bank

Signature of the authorised person
 for and on behalf of the Bank

Emp Code

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.
Koyla Bhawan .Koyla Nagar
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. dated made between M/s a Company having its office at (hereinafter called the supplier in connection with supply of hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the Bank Limited (herein after referred to as the said Bank having its office at do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. (Rupees :) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the (Name of the Bank) do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.

We, the (Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to Unless demand or claim under this Guarantee is made on us in writing on or before we shall be discharged of all liabilities under this Guarantee thereafter.

We, the (Name of the Bank) further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forbear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under .

Name of the Bank :

Name of the Branch :

Location & Address :

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

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

SFMS mode is furnished below:

Name of Bank : State Bank of India

Branch name : Main Branch Dhanbad or

A/C no. : 35160317947

IFSC Code : SBIN00000066

Name of Bank: ICICI Bank

Branch Name: ICICI Bank, Dhanbad.

A/C no.019605001057

IFSC Code: ICIC0000196.

Dated day of

For Bank

Signature of the authorized person
For and on behalf of the Bank

Emp. Code,

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