


<b>भारत कोकिंग कोल लिमिटेड</b> (कोल इंडिया लिमिटेड की एक अनुषंगी इकाई) एक मिनीरत्न कंपनी पंजीकृत कार्यालय :कोयला भवन , कोयला नगर धनबाद-826005, CIN :U10101JH1972GOI000918 सामग्री प्रबंधन विभाग कमर्शियल ब्लॉक L-III , फ़ैक्स- 0326-2230183 फ़ोन नंबर-0326-2230181 ईमेल:gmml@bcclweb.in, वेबसाइट:www.bcclweb.in		<b>BHARAT COKING COAL LIMITED</b> ( A Subsidiary of Coal India Limited ) A Mini Ratna Company Regt. Off: Koyla Bhawan ,Koyla Nagar Dhanbad-826005, CIN:U10101JH1972GOI000918 Materials Management Department Commercial Block L-III (Fax No- 0326-2230183) Phone No.0326-2230181 Email. Id: gmml@bcclweb.in Website: www.bcclweb.in
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### Supply Order

Ref: BCCL/Pur/117142/Horz Pump/OTE/18-19/61

ORIGINAL BY REGD. POST.

Date: 16.08.2018

To,

**M/s R. S. Enterprise**

Neamatpur, G.T.Road, P.O.Sitarampur

Dist Bardhaman Paschim,

West Bengal - 713359

Vendor Category: Dealer

PAN:- AAUFR6102L

GSTIN No.- 19AAUFR6102L1ZM

**Sub: Supply of FLP Horizontal Pump sets against open domestic cum reverse auction tender no.: BCCL/Pur/117142/Horz Pump/17-18/OTE/65 dtd 16.12.17 opened on 08.01.18**

Ref: Your online Bid no. 260630 dtd 08.01.2018 against our above subject tender /tender id: 2017\_BCCL\_88246\_1 and subsequent Correspondence on the above subject.

Dear Sirs,

With reference to the above, we , for and on behalf of BCCL , hereby place PURCHASE ORDER on you for supply of following items as per rate , terms and conditions indicated below

### **1. SCOPE OF SUPPLY: Supply of Horizontal Pump set with electricals.**

The detailed description along with specification / size of the item along with Qty. to be supplied, Unit Rate and Extended Value will be as under:

SN	Description	Qty. (Set)	Unit Basic Rate (Rs)	Extended Landed Value (In Rs)
1	Supply of FLP 100 meter x 1000 GPM Pump set [Model No. FM5922 150X125 , <b>Make: FLOWMORE</b> ]	01	07,41,775.00	07,41,775.00
			GST @ 12 % [IGST]	89,013.00
			Total Landed Rate on FOR Basis	08,30,788.00

[Detailed Technical specification will be as per Annexure-A]

**2. TOTAL ORDER VALUE:** The total order value will be Rs. 08,30,788.00 on F.O.R. Destination basis.

**3. GST:**(a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present rate of GST is 12 % [IGST].

(b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.

(c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.

*Handwritten signature*

*Handwritten signature*

- (d) You have to ensure that if BCCL does not be able to avail Input Credit due to your fault then the loss amount to be recovered from you.
- (e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
- (f) E-Way bill, if required, shall be arranged by you

(g) HSN codes and GST rates of the items covered in the above supply order placed will be as under:

Sl no.	Item	HSN code	GST rate
1	Horizontal Pump	84137010	12 % [12% IGST].

(h) Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	M/s R. S. ENTERPRISE
2	Constitution of Business	partnership
3	Trade Type (Manufacturer/Dealer/Service Provider)	Dealer
4	PAN	AAUFR6102L
5	GSTIN	19AAUFR6102L1ZM

**4. Packing & Forwarding Charges:** Nil

**5. Freight & Insurance Charges:** Nil

**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. Delivery Period:** Supply of Each item to be completed within 4 months from date of receipt of order.

Delivery schedule shall be reckoned from the 10<sup>th</sup> day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery

Any increase in the rate of taxes & duties beyond delivery period will be to your account.

**8. Consignee & Paying Authority:** Consignee & Paying Authority for this

Order will be as under:

Consignee	Paying Authority
Depot Officer Resional Store, P.B Area, B.C.C.L.	HOD( F ) (MM), Purchase Finance , Koyla Bhawan , B.C.C.L. , Dhanbad

**09. Payment Term:** 100% payment will be made within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later.

**10. Submission of Bill:** 100% value of bill duly stamped, signed & pre-receipted in quadruplicate, 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 if required , proof of payment of freight charges if freight is claimed , documentary evidence of taxes payment if claimed,



Price Certificate and other documents as per order . (Note – All documents to be submitted shall be duly authenticated)

No payment will be made without submission of performance Bank Guarantee & security deposit, if covered in order.

**11. Guarantee /Warranty:** Supplied should be guaranteed for a period of 12(twelve) months from the date of installation and 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 within 07 days from the date of receipt of report and replace the materials within 30 days free of cost.

**12. PRICE CERTIFICATE:** You should 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 “

**13. Security Deposit** – You will be required to deposit as security money 10% of the total value of the contract (including Taxes, duties, and other charges to the FOR Destination prices in the form of Bank Draft /Bank Guarantee within 15 days from the date of order.  
In case of SD in the form of BG, The Bank guarantee (as per enclosed format) 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

The validity of B.G. will be for a period of three months beyond the expiry of delivery period. 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 .

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.

**14. Performance Bank Guarantee:** PBG on schedule/Nationalized Bank (as per enclosed format at Appendix-II) in India valid for three months beyond the expiry of Guarantee/Warranty period for 10 % value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to submitted to MM Division, 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.

The Performance Bank guarantee (as per enclosed format at Appendix-II) 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:

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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

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.

**15. Inspection** – Final inspection shall be carried out at the consignee end after receipt of materials by the GM (E&M)I/C , BCCL or their authorized representative .

**16.Input Tax Credit:** BCCL is entitled to avail Input tax credit of above GST amount and it will be availed on the submitting of all the necessary documents required as GST act.

**17. Transit Insurance** – Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

**18. PENALTY FOR FAILURE TO SUPPLY IN TIME:**

The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from this office.

In the event of failure to deliver the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order Bharat Coking Coal Limited reserves the right:

a) To recover from you, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which you have not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.

b) To purchase elsewhere, after due notice to you, on your account and risk , the stores not supplied or others of a similar description without canceling the supply  
 Order in respect of consignment not yet due for supply or

c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at your risk and cost and also

d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.

e) To encash any Bank guarantee which is available for recovery of the penalty or

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






g) Whenever under the contract a sum of money is recoverable from and payable by you, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due you in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, you will pay BCCL on demand the remaining amount. You will not be entitled to any gain under this clause.

### **19. PRICE FALL CLAUSE:**

i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.

ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to GM(MM), Bharat Coking Coal Limited, Commercial Block, Level -III, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.

All other remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our notice inviting tender and as confirmed in your techno-commercially acceptable offer & as per company 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.

Enclosure: 1. Technical Specification (Annexure-A).

2. Format for Security Deposit Bank Guarantee (Appendix-I).

3. Format for Performance Bank Guarantee (Appendix-II).

**INDENT & BUDGET CERTIFICATION REFERENCE**

Indent no. and Date	e. BC & e. FC Ref.
GM(E&M)'s consolidate indent no. BCCL/GM(E&M)/F-C-Indent/AA2017-18/Monsoon/HOR Pump/07 dated 28.08.2017 against GM(P.B.)'s indent no. PBA/AM(E&M)/2016-17/65 dated 01.02.2017 IR No. 117142 dated 02.12.2017	<b>BC no.</b> BCCL/C&B/CAP/Reg PN-224/SN-348/eBC No 317 dated 25.07.2018 (Cap 17-18) Head: P&M (Others) New Job for amount of Rs. 8,30,788.00  e.F.C. No.259 dtd 14.08.18 for Rs. 8,30,788.00

Yours faithfully,

For &amp; on behalf of Bharat Coking Coal Ltd.

  
 (Alok Kumar)

Dy Mgr (MM)

  
 (N S Saini)

GM (MM)

*(This has got the concurrence and approval of competent authority)*

## Copy to:

1. Depot Officer, Regional Store, P.B Area, BCCL
2. GM, P.B Area ,BCCL
3. HOD(F) MM, MM DIV, Koyla Bhawan.
4. GM (E&M)I/C, Koyla Bhawan
5. MM (Tech Cell), MM Div, Koyla Bhawan.
6. Master File/Office Copy.
7. GM (MM), CCL / NCL / WCL/ SECL / MCL / ECL
8. Prof. (Dr.) L.C. Singhi, IAS (Retd.), L-31, Third Floor, Kailash Colony, New Delhi- 110048
9. Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301
10. M/s Flowmore Ltd : Add: 443 Udyog Vihar Phase-III , Gurugram -122016



**ANNEXURE-A****TECHNICAL REQUIREMENT AND SPECIFICATIONS****(A) SCHEDULE OF REQUIREMENT:**

SL. No	ITEM DESCRIPTION	Quantity
1	Supply of FLP 100 meter x 1000 GPM Pump set	01 Sets

**(B) TECHNICAL SPECIFICATIONS & OTHER PARAMETERS:****Technical Specifications of Horizontal pump set of 100 Meter [Head] X 1000 GPM [Discharge], 550V, FLP Electricals**

The Horizontal Split Casing Pump built up from top and bottom cover, impellers suction delivery branches suitable for handling mine drainage water at 45 Degree C ambient temperature having specific gravity up to 1.03 at an altitude not exceeding 300 Mtr. above Sea level. The net suction lift should not be less than 5 Mtr.

The speed of pump will be 1500 (Synchronous) and a complete pump rotor shall be balanced statically and dynamically to provide vibration free operation.

The materials of construction of these pumps shall be as below:

Top & Bottom cover : C.I. as per IS: 210 ; FG : 220

Shaft :-EN-8 Steel (High Tensile)

Impellers :-Bronze IS 318 Gr.II

Bearings with suitable lubrication arrangement : Antifriction suitable for axial and radial thrust

All hydraulic parameters of the pumps shall be subject to tolerance as per IS-9137.

**Note:**

- Impellers shall be of fully shrouded enclosed type of suitable shell statically and dynamically balanced for smooth running.
- The motor shall be directly coupled to pump through well-designed pin type couplings alternatively any other suitable flexible/hydraulic coupling of adequate rating.
- The motor and pump set along with coupling shall be supplied mounted on a common bed frame of adequate strength.

**MOTOR:** The pump shall be coupled directly through suitable flexible coupling continuously rated FLP squirrel cage induction motor 1500 RPM (Sync) and of adequate HP suitable for operation in AC, 3 Phase, 50 C/s, 550V, insulation class 'F', Foot mounted, TEFC/TETV along with cable entry glands .  
Tender Ref. No.: BCCL/Pur/117142/Horz Pump/17-18/OTE/65 Date: 16.12.2017

**Make of Motor-** NGEF/CGL/GEC/BHEL/SIEMENS/KIRLOSKAR/MARATHON [Suitable for S – D Start]

- It should have margin of at least 10% over and above power absorbed by the pump at +/- 10% of indicated head as on the performance curves.
- Suitable bearings with Lubrication arrangement to withstand axial & radial thrust at DE & NDE.
- Performance characteristic curves shown on Head Vs Discharge parameters to be submitted.
- A copy of valid DGMS approval for FLP motor of manufacturer has to be submitted with offer as well as at the time of supply.

**ADDITIONAL ACCESSORIES TO ACCOMPANY EACH PUMP SET**

- Sluice valve of adequate size [(Cast Steel), Class – 300] MAKE: KIRLOSKAR / KSB / L&T / FOURESS.
- Non-return valve of adequate size with bye-pass arrangement

[(Cast Steel), Class – 300] MAKE: KIRLOSKAR / KSB / L&T / FOURESS.

c. Foot Valve with strainer (flange type) – C. I. Body.

d. Priming funnel with test cock.

e. MS fabricated bedplate of adequate strength and size matched to take vibration free load of pump & motor.

f. Coupling guard, gauges to show head in feet / Meter and discharge in GPM (Flow meter).

g. Standard tools and tackles.

**STARTER SPECIFICATION (STAR – DELTA Type)**

a. The contactor of mining type starter would be successfully tested type at CPRI for the offered ratings. A copy of CPRI test report to be submitted to this effect.

b. Copy of valid DGMS approval for FLP starter has to be submitted with offer as well as at the time of supply.

c. Make of starter:  
Andrew Yule/Kilburn/Protection India/L&T/Siemens/Mineline/Prabhu/Volga/ABC electrical/any other Proven Make.

d. Magnetic O/L protection with a range of 50% to 150%.

e. Off-load interlocked reversing isolator of capacity 300% of full load current.

f. Bush Bar- Through going electrolytic copper with shrink in PVC sleeves and having adequate cross-section and current rating not less than 400 Amps.

g. Incoming- Outgoing and through going cable sealing dividing box suitable for mining type PVC/DWA cable along with cable glands.

h. Contactor suitable for AC-3 duty and should be operated through Aux. Transformer. The capacity of contactor should be thrice the full load current.

a. The contactor will be conforming to IS13947 (Part-IV/Sec-X) for LT and IS 12729 (1988) (amended if any) for H.T.

b. Technical literature to be submitted.

i. Ammeter and OFF/ON indicator lamp.

j. All components will be of standard make only.

k. Control wiring will be done by ISI marked copper wire of adequate size.

l. Printed copy of circuit diagram to be fixed inside the door panel.

m. Earth leakage protection on CBT principal of setting 250-750mA with test/reset push button and indicating lamps.

n. Starter up to 100 HP will be DOL type and above 100HP will be star delta type.

o. All the equipment should be tested at respective manufacturer's works & relevant test/certificate should be furnished.

p. All the starters shall be designed to withstand the thermal and electromagnetic stresses due to over load & short circuit faults.

q. FLP electricals shall have DGMS approval as on the date of tender and date of supply. A copy of valid DGMS approval of the manufacture has to be submitted.

r. Your after sales service & spares will be as under:

Mr. Ranjeet Singh , Mobile No.9333110122

Add: Neamatpur, G.T.Road, P.O.Sitarampur, Dist Bardhaman Paschim, West Bengal - 713359



**APPENDIX -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 &amp; Address :

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

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

Name of Bank State Bank of India  
Branch name Main Branch Dhanbad  
A/C no. 35160317947  
IFSC Code SBIN0000066

**OR**

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

Dated .....day of .....

For ..... Bank

Signature of the authorized person

For and on behalf of the Bank

Emp. Code.

AP-232

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

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

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

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

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

4. We., (Name of the Bank) further agree with the purchaser ,that the purchaser , shall have the fullest liberty without our consent and without affecting in any manner no obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser , against the said seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said seller or for any forbearance act or omission on the part of the purchaser , or any indulgence by the purchaser to the said seller by any such matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the bank beyond the period specified above , the bank shall pay to this purchaser the said sum of ----- or such lesser sum as may than be due the purchaser and as the purchaser may demand.

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

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

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

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

Name of the Bank :

Name of the Branch :

Location & address :

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

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

SFMS mode platform are furnished below:

Name of Bank State Bank of India  
 Branch name Main Branch Dhanbad  
 A/C no. 35160317947  
 IFSC Code SBIN0000066

OR

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

Dated .....day of .....

For ..... Bank

Signature of the authorized person

For and on behalf of the Bank

Emp. Code.