

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.bcel.gov.in

ORIGINAL BY REGD. POST.

SUPPLY /PURCHASE ORDER

Under Jurisdiction of Dhanbad Court and Jharkhand High
Court only.

Ref : BCCL/PUR/KB/GM(MM)PUR/511089-C/13-14/Multichannel Monitor/CHD/Global/16-17/86/79

DATE- 21.11.2017

To
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

(PAN No. AADCS5091B)
(GSTIN: 34AADCS5091B1ZN)
TIN: 34530000996v & 34530000996C)
SERVICE TAX Reg.No.AADCS5091BST001
Central Excise Reg.No.AADCS5091BXM001
Importer/Exporter Code No.0397060181

Contact Person: Mr. Amit Tickoo
Designation: Asst. 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)WD/511089-C/13-14/Multichannel Monitor/CHD /Global**
/16-17/86 dt- 09.01.2017 opened on (auto extended date) **17--02-2017**

Ref: Your tender/Bid ID No.170096 dt: **08.02.2017** & subsequent correspondence on the above subject. Last being
vide letter no: Nil dt.06.11.2017

\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 Multichannel Monitor with 03 yrs warranty
and 07 years post warranty CAMC".**

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 (Rs)	Extended value (Rs.)
1	Multichannel Monitor (Make-M/sGuangdong Biolight Meditech Co. Ltd,Model-Truscope- II)	10 Nos	148800.00	14,88,000.00
		IGST @ 12 % (HSN code 90181990))	17856.00	178560.00
		Transit, Freight, Inst. & Comng., Ser. Tax on Ins & Comng	NIL	NIL
		Total amount with IGST	166656.00	16,66,560.00
		Total Landed Cost of 10 Nos Multi Channel Monitors		16,66,560.00

Total Landed Value of 10 Nos of Multi-Channel Monitor = **Rs.16,66,560.00 (Rupees Sixteen lakh Sixty Six thousand
Five Hundred Sixty only)**

b) Revenue Value (i.e.7 year CAMC Rates after 3 years of warranty period) SAC Code:- 998719

Post warranty CAMC rate of Multi Channel Monitor per year will be as under:-

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(Handwritten initials)

SL	Period	CAMC Amount per monitor / year (Rs)	Extended value for 10 Nos (Rs)
1	1 st year under Guarantee/Warranty	Free	Free
2	2 nd Year Under Guarantee/Warranty	Free	Free
3	3 rd Year Under Guarantee/Warranty	Free	Free
4	1 st year CAMC	3000.00	30000.00
5	2nd year CAMC	3500.00	35000.00
6	3rd year CAMC	4000.00	40000.00
7	4th year CAMC	4500.00	45000.00
8	5th year CAMC	5000.00	50000.00
9	6th year CAMC	5500.00	55000.00
10	7 th Year CAMC	6000.00	60000.00
	Total cost of 7 Yrs CAMC	31500.00	315000.00
	GST @ 18 %	5670.00	56700.00
	Total 7 Years CAMC inclusive of GST	37170.00	371700.00
			3,71,700.00

(Rupees Three lakh seventy one thousand seven hundred Only)

Total capital value for cost of 10 nos of Multi monitor with =Rs.16,66,560.00

Total revenue exp for 7yrs CAMC after 3yrs of guarantee/warranty = Rs 3,71,700.00

Total cost of 10 Nos of Multi-Channel monitor with +CAMC for 7 years =Rs.20,38,260.00

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

2. TOTAL ORDER VALUE OF MACHINE: The total procurement value of Multi-Channel Monitor- (10 Nos) of above size comes out to **Rs=20,38,260.00** (Rupees Twenty lakh thirty eight thousand two hundred sixty)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):-

- (a) GST – Payable extra as applicable at the time of supply .The present rate of GST is 12%. (HSN Code-90181990)
- (b) Excise duty-NA,
- (c) Packing, Forwarding –NIL
- (d) **Freight Charges**– NIL
- (e) Insurance –NIL (Transit Insurance will be borne by supplier)
- (f) 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:

(A)FOR MACHINE:

(a) 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 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 will be made by concerned Paying Authority of CHD, BCCL only.

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 by 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-Jagjivan Nagar Dist -Dhanbad 826003**10. PAYING AUTHORITY:-**

- a) **For Capital:** The HOD (Fin)MM , Purchase Finance, Koyla Bhawan, B.C.C.L. , Dhanbad
b) **For Revenue (CAMC):** The Senior 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 salient terms and conditions shall be as per annexure-I enclosed. 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 Multi Channel 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 29209141, M.No.-9303124973 Email: bhavin@schillerindia.com Email:mail@schillerindia.com	Tele fax:022-
2	PARTICULARS OF BANK ACCOUNT:		
	A. BANK NAME:	BANK of India	
	B. BRANCH NAME: (Including RTGS Code)	Bank of India, Main Branch, Mumbai-400023 (BKID0000001)	
	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 36 months from the date of commissioning or 42 months from the date of receipt and acceptance, whichever is earlier, against any manufacturing defects/workmanship/inferior quality. Any defect observed on this

[Handwritten signature] *[Handwritten initials]*

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 2,03,826.00 (Rupees Two lakh three thousand eight hundred twenty six) only (including Taxes, duties, and other charges to the FOR Destination prices in case of orders in INR and in case of IMPORT Order by adding the estimated amount of freight, Insurance, Port Insurance and Custom Duties etc. as applicable) without having any ceiling in the form of Bank Draft /Bank Guarantee 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 for 10 % value of the order i.e. **Rs 2,03,826.00** (Rupees Two lakh three thousand eight hundred twenty six). 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.

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:

- 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 %.
- To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or
- To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply/or
- 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.
- 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.
- To forfeit the security deposit fully or in part.

20. PRICE FALL CLAUSE: 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. Prof. Dr. L.C. Singhi (Retd.-IAS), L-31,3rd floor, Kailash Colony, New Delhi-11004855 will be independent external monitor against it,

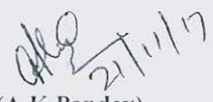
All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and company's norms.


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.

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.

(A.K. Chaudhary)
General Manager(MM)

INDENT & BUDGET CERTIFICATION REFERENCE:

Indent no and date	BC & FC No. & dt.
Indent No: NIL dated: NIL	BC No: BCCL/C&B/CAP/Reg. PN-07/SN-27/e-B C no.19 dated: 16.10.2017 (cap 17-18) Head: P&M(others) New job; File Org Authority GM(MM) Unit code: 2800; Rs. Amount: Rs.16,66,560.00; e-FC No 06 dated: 18.11.2017 for Rs.16,66,560=00
IR No and date	
511089 (11-12) dated 28.07.2011	
	Advance Revenue Budget for 07 yrs Post Warranty CAMC communicated vide letter No. BCCL/FIN(C&B)/13/D/193 dt.10.10.2013, HOD(C&B),BCCL for Rs = 3,71,700.00

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 Prof. Dr. L.C. Singhi (Retd.-IAS), L-31,3rd floor, Kailash Colony, New Delhi-11004855
8. Master File / Office Copy.

Enclosure:-

Annexure-I (Technical Specification & CAMC terms & conditions)

Annexure-II (Format of SD & PBG)

(Signature)
21/11/17
(A.K.Pandey)
Sr. Manager(MM)

(Signature)
(A.K. Chaudhary)
General Manager(MM)

ANNEXURE- I**SCHEDULE OF REQUIREMENT AND TECHNICAL SPECIFICATIONS**

SL.NO.	ITEM DESCRIPTION	Technical Specification	Quantity (No.)
1	Multichannel Monitor	As per below technical specification	10Nos

TECHNICAL SPECIFICATION OF MULTI CHANNEL MONITOR

Multichannel Monitor with

- Pulse
- NIBP
- ECG
- SPO2
- Temperature
- Respiration

International Standard electrically operated at 220 V AC with battery backup for at least 2 hours.

Defibrillator proof and diathermy compatible, colour TFT screen or LCD Screen of 11 to 14 inches with high resolution.

Facility to display the data in both digital & wave form.

Memory to store data for 48 to 72 hours,

Retrievable in both graphic & tabular form,

Facility to print data with suitable printer.

can be used in adults and children.

ECG

- 3/5 lead ECG Monitoring
- Display three lead cable and 5 chest lead cable

PULSE OXYMETRY

- SPO2 values in three digits
- Pulse display with Perfusion bar.
- Display of plathismographs
- SPO2 range from 0 to 100 %
- Alarm and beep sound

NIBP

- Display of Systolic, Diastolic and Mean blood pressure
- Modes
 - (a) Manual
 - (b) Automatic interval from 2 to 90 minutes
 - (c) Audio visual alarm on upper and lower limits as per user's requirement

TEMPERATURE

To record temperature from 12 to 40 degree display in digits

RESPIRATION

Respiratory rate, in wave form, Apnoea alarm

ACCESSORIES

- i. Power cord
- ii. ECG cable for 3 lead and 5 lead
- iii. SPO2 cables, Probe Adult finger, Ear lobe probe, Multisite probe, Soft Probe
- iv. NIBP Air hose for adult, Children & neonates, BP Cuffs- Large, Normal and Small adult, paediatric, Neonate and Thigh cuffs
- v. Temperature probes- Surface, Nasopharyngeal and Rectal Probe.

Qty-10 Nos.

Warranty -3 years & CAMC for 7 years after warranty period for above Item.

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

1. The onsite comprehensive annual maintenance of the equipment, for a period of *Seven (07)* years beyond **Three 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:

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

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:

$$\text{Penalty} = \frac{(100 - \text{actual availability}) \times \text{"Annual Maintenance Charges/4" in the quarter}}{100}$$

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.

Signature

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 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 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 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 : SBIN0000066

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 (hereinafter referred to as the said Bank having its office at do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs,(Rupees :) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

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

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

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

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

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

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

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

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

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

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

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

Datedday of
For

Signature of the authorized person
Bank For and on behalf of the Bank
Emp. Code.