



Under jurisdiction of Dhanbad Court and Jharkhand High Court

Bharat Coking Coal Limited

A Mini Ratna Company

(A Subsidiary of Coal India Limited)

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**SUPPLY/PURCHASE ORDER****ORIGINAL BY REGD. POST/BY E-MAIL**

Ref.No. BCCL/PUR/116115/Lab & Sampling Equipments/16-17/OTE/94

Date: 05.12.17

To,

M/s Gon Engineering Works

J.C. Malik Road, Hirapur

Dhanbad-826001

E-mail Id: gon@goninstrument.com

GSTIN No.: 20ACUPG8751A1ZT

Vendor Category: NSIC & MSME

Sub. : Supply of Lab & Sampling Equipments.**Ref:** 1. Our Tender no: Our Tender No. BCCL/PUR/116115/Lab & Sampling

Equipments/16-17/OTE/72 dated 23.11.16 opened on 19.12.16

2. Tender id: 2016_BCCL_54376_1

3. Your online Bidno.157332 dated 19.12.16 & subsequent correspondence on the above subject & last correspondence of validity extension letter dtd 01.11.17.

Dear Sir,

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 Lab & Sampling Equipments.

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

Sl	Item Description of Work	Qty (in Sets)	Basic Rate (In Rs /Sets)	Total Amount (In Rs)
1	Jaw Crusher (Feed Size 200-100 mm)	26	1,48,400.00	38,58,400.00
2	Jaw Crusher (Feed Size 50 mm)	15	88,000.00	13,20,000.00
3	Double roll crusher	13	94,000.00	12,22,000.00
4	Mini Mill (Hammer)	21	49,300.00	10,35,300.00
5	Muffle Furnace upto 1000 deg C	12	16,299.00	1,95,588.00
6	Air Oven to be maintained at 38 deg C	07	17,500.00	1,22,500.00
7	Hot Air Oven to be maintained at 108 degC	06	17,500.00	1,05,000.00
8	V.M Furnace Temp. 900 deg C	10	22,000.00	2,20,000.00
9	Humidity chamber to be maintained at 60% R.H. & 40 degree C	08	36,199.00	2,89,592.00

	Sub Total (In Rs)	83,68,380.00
	GST @ 28 % [CGST@14% & SGST@14%]	23,43,146.40
	Sub Total (A)	1,07,11,526.40
	CMPDIL Pre dispatch inspection charges @1% of above total value (B)	1,07,115.26
	GST @ 18% on Inspection charges (C)	19,280.75
	Total Value of F.O.R Basis (A+B+C)	1,08,37,922.41
	Total approx. Value of F.O.R Basis	1,08,37,922.00

(Detail specifications as per Annexure "A")

2. TOTAL ORDER VALUE: The total material value will be Rs 1,08,37,922.00 (Rupees One Crore Eight Lakh Thirty Seven Thousand Nine Hundred and Twenty Two only) on F.O.R. Destination basis.

3. GST:

- GST shall be paid extra as legally applicable during the scheduled delivery period. At present GST @ 28 % [14% CGST+14% SGST] will be applicable as above on all above nine items and GST @ 18% will be applicable on CMPDI Inspection charges as above.
- The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.
- You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
- You have to ensure that if BCCL does not be able to avail Input Credit due to fault of the supplier then the loss amount to be recovered from you.
- The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
- E-Way bill, if required, shall be arranged by you.
- 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	Lab & Sampling Equipments	8419	28% [14%CGST+14%SGST]

h) Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	M/s GON Engineering Works
2	Constitution of Business	Proprietorship
3	Trade Type (Manufacturer/Dealer/Service Provider)	Manufacturer
4	PAN	ACUPG8751A
5	Contact number	9835128837/9430150017
6	Whether migrated to GST (Yes/No)	Yes
7	Provisional/Permanent ID provided under GST	20ACUPG8751A1ZT

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4. 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.

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. Road Permit: Not required and if required it will be arranged by you.

8. Delivery Period: To be delivered within 2-3 months from the date of order. The date of receipt of materials at our stores shall be treated as the date of delivery. However, keeping in view of our extreme urgency, earliest delivery will be highly appreciated [Delivery period will be reckoned from 10th day from the date of placement of order]

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

9. Consignee& Paying Authority: Consignee & Paying Authority for this order will be as under:

Consignee	Paying Authority
The Depot Officer ,Central Store, Ekra,B.C.C.L.	HOD (F)(MM) , Purchase Finance , KoylaBhawan , B.C.C.L. , Dhanbad

10.Payment Term:100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill, whichever is later by the consignee.

11.Submissionof 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.

12.Guarantee /Warranty: Materials supplied should be guaranteed for a period of 12(twelve) months from the date of fitment or 18 months from the date of receipt and acceptance at consignee end , 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.

13. 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"

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:

Name of Bank	State Bank of India	Name of Bank	ICICI Bank
Branch name	Main Branch Dhanbad	Branch name	ICICI Bank, Dhanbad
A/C no.	35160317947	A/C no.	019605001057
IFSC Code	SBIN0000066	IFSC Code	ICIC0000196

OR

15. Security Deposit: - You are required to deposit 10 % of Rs 79,37,922.00 as security money (As NSIC submitted by you has only monetary limit of Rs 29.00 Lakh) 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 at Appendix-I) 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	Name of Bank	ICICI Bank
Branch name	Main Branch Dhanbad	Branch name	ICICI Bank, Dhanbad
A/C no.	35160317947	A/C no.	019605001057
IFSC Code	SBIN0000066	IFSC Code	ICIC0000196

OR

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.



16. Inspection –Final inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head or their authorized representative.

Pre Dispatch inspection will be carried out by M/s CMPDI and Pre dispatch inspection clause will be applicable as per appendix-III.

17. 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 cancelling 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.

18. 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 techno-commercially acceptable offer of firm & 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.

INDENT & BUDGET CERTIFICATION REFERENCE

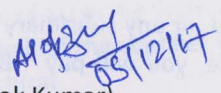
SN	Indent no. and Date	e. BC & e. FC Ref.
1	<u>Indent No:</u> NIL dated 10.09.16 IR No. 116115 dated 18.10.16	BC no. BCCL/C&B/CAP/Reg PN-08/SN-64/eBC No 372 dated 23.11.17 (Cap 17-18) Head P&M (Others) New Job for amount of Rs. 1,08,37,922.00. e.F.C.No.235 dtd 29.11.17 of Rs. 1,08,37,922.00

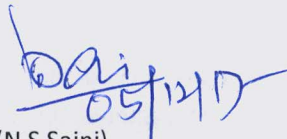
Encl:-1. Annexure-"A" (Technical Specifications & Parameters)

2. Appendix-I (SD Format)
3. Appendix-II (PBG Format)
4. Appendix-III (Pre Dispatch inspection clause)

Yours faithfully,

For & 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, Central Store, Ekra, BCCL
2. HOD(F)(MM), MM DIV, Koyla Bhawan.
3. GM(QC), QC Deptt, Koyla Bhawan
4. MM(Tech Cell), MM Div, Koyla Bhawan.
5. Master File/Office Copy.
6. GM(MM) CCL/NCL/WCL/SECL/ECL
7. Copy for kind information to IEM:-Prof (Dr) L.C. Singhi, IAS (Retd)
L-31 Third Floor Kailash Colony, New Delhi-110048

ANNEXURE-"A"**(A) SCHEDULE OF REQUIREMENT:**

SL. No	ITEM DESCRIPTION	Quantity (Sets)
1	Jaw Crusher (Feed Size 200-100 mm) for coal testing including all accessories	26
2	Jaw Crusher(Feed Size 50 mm) for coal testing including all accessories	15
3	Double roll crusher for coal testing including all accessories	13
4	Mini Mill (Hammer/Beater Type) including all accessories	21
5	Muffle Furnace upto 1000 deg C	12
6	Air Oven to be maintained at 38 deg C	07
7	Hot Air Oven to be maintained at 108 deg C	06
8	V.M Furnace Temp. 900 deg C	10
9	Humidity chamber to be maintained at 60% R.H. & 40 degree C	08

(B) Technical Specifications & Other Parameters:

SL No.	Item Description	Technical Specification
1	Jaw Crusher for coal testing including all accessories	Feed Size: 200-100 mm Output size: 50 mm Capacity: 1000 kg/hr Motor: 3 phase (Standard Make), 5 HP AC supply 440/415V including Starter, cables and other accessories.
2	Jaw Crusher for coal testing including all accessories	Feed Size: 50 mm Output size: 12.5 mm Capacity: 500 kg/hr Motor: 3 phase (Standard Make), 3 HP AC supply 440/415V including Starter, cables and other accessories.
3	Double roll crusher for coal testing including all accessories.	Feed Size: 12.5 mm Output size: 3.35 mm Capacity : 20 kg/hr Motor: 3 phase (Standard Make), 2 HP AC supply 440/415V including Starter, cables, Gear Box and other accessories.
4	Mini Mill (Hammer/Beater Type) including all accessories.	Feed Size: 3.35 mm Output size: 72 mesh Capacity: 5 kg/hr Motor: 3 phase (Standard Make), 1 HP AC supply 440/415V including Starter, cables and other accessories
5	Muffle Furnace upto 1000 deg C	Size of the inner chamber of muffle: 5"x7"x14" (W x H x D), Working Tempt. 1000 °C Temp controller: Indicator cum controller with dual display.
6	Air Oven to be maintained at 38 deg C	Double walled inside chamber stainless steel & outer chamber of mild steel with glass wool insulation between two walls three SS trays & digital temp. Controller. Temperature range Ambient to 150 degree C. Inner size 15 x 15 x18 inches AC supply 220 V
7	Hot Air Oven to be maintained at 108 deg C	Double walled inside chamber stainless steel & outer chamber of mild steel with glass wool insulation between two walls three SS trays & digital temp. Controller. Temperature range Ambient to 200 degree C. Inner size 15 x 15 x18 inches. AC supply 220 volts.
8	V.M Furnace Temp. 900 deg C	Size of the inner chamber of muffle: 4"x4"x9" (W x H x D). The outer body should be made up of double walled thick sheet with proper

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		<p>insulation, reattached with perforated sheet on the bottom portion. There should be provision of separation of temperature portion and controlling portion to save controller from the heat. The muffle door should be hinged type and provided with one-inch diameter hole in front door with lid. A fume exhaust pipe is fitted at the back side of the furnace.</p> <p>Working Tempt. $900 \pm 10^{\circ}\text{C}$</p> <p>Temp controller: Indicator cum controller with dual display (Display of process value and set value), proper heating element and insulation. The muffle furnace should be complete with K-Type thermo couple, silver thermal fuse.</p> <p>It should have main power cable (at least 3 meters) and 15 Ampere plug point, to work on 220 volts AC supply.</p>
9	Humidity chamber to be maintained at 60% R.H. & 40 degree C	<p>Double walled inside stainless steel & outer of mild steel duly powder coated. Temperature controlled by digital temp indicator cum controller.</p> <p>Size: 600x600x600mm & Supply along with 04 nos (Size 8 Inch each) desiccators.</p> <p>AC supply 220V.</p>

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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 & Address :

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

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

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

OR

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

Datedday of
For Bank

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

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

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

For ----- Bank

Signature of the authorised person
 for and on behalf of the Bank
 Emp. Code.

APPENDIX -III**PRE-DESPATCH INSPECTION CLAUSE**

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

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

Checking and approval of test procedures/quality assurance plans.

Verification of records and documents of your works.

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

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

Final testing and checking of materials as per specifications.

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

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

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

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

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

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

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

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

FOR AND ON BEHALF OF BCCL



Appendix-III(a)

The manufacturer/firm, intending to submit the Pre-Dispatch Inspection (PDI) Fees online through SB collect has to follow the following steps:-

- i.** Visit CMPDI site (www.cmpdi.co.in).
- ii.** Click on the link of State Bank Collect to pay Inspection Fee
- iii.** Click the acceptance of terms & conditions and then click the proceed button.
- iv.** Next page will open. Here you select the state as *Jharkhand* and then select the type of institution as *PSU-Public Sector Undertaking*, then press go button.
- v.** Next page will open requesting to you select PSU name, here you select *CMPDI Ltd.* & then press the submit button.
- vi.** Next page will open, requesting to select the payment category. Here you select "*INSPECTION FEES*".
- vii.** Automatically you will be transferred to next page requesting to you to provide details of payment. Here you are required to fill the data as requested in each row including the remarks.
- viii.** After filling all the required data, press the *submit* button, you will be transferred to next page, which will request to verify the details and confirm the details. Press *confirm* button if entry made are correct otherwise press cancel If you press Confirm then you will be transferred to next page where payment option will appear.
- ix.** On this page you will find the various modes of e-payment of different banks i.e. net-banking, debit card, credit card etc.
- x.** At this page you are requested to make the payment by selecting the appropriate mode of payments offered by different banks as per your choice.
- xi.** After making the payment please take out the prints of e-receipt which should subsequently be submitted to us as a proof of payment made to CMPDI along with inspection call letter.
- Xii.** The inspection call is required to be submitted online on the email id gmenm.cmpdi@coalindia.in, with a copy to paresh.saxena@coalindia.in in the following manner:
 - a) A Covering letter on your letter head giving the details of inspection.
 - b) Inspection call duly stamped and signed, addressed to GM (E&M) CMPDI in the required format on your letter head.
 - c) Copy of e-money receipt for the PDT Fee deposited online.
 - d) Copy of the respective complete supplied order against which inspection call is raised.All the above four documents are to be submitted in separate POF files.
- Xiii.** Simultaneously a copy of e-money receipt for the POI Fee deposited online must be mailed on the email id: hqfinance@yahoo.com, with a copy to Sandeep.aru@coalindia.in

Note: - The facility for submission of POI Fee on State Bank Collect will be available from 1st to 28th of every month.

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Appendix-III (b)

To

The General Manager (E&M),
CMPDI Ltd.
Gondwana Place, Kanke Road
Ranchi 834031
(Ph 0651-2230876, Fax 0651-2230127)

INSPECTION CALL
(to be typed in Company's Letter Head)

Name of Subsidiary Company of CIL	Inspection Call Ref No. & Date:
Manufacturer's Name with Address & Tel/Mobile phone No.:	P.O. No./R.C. No./Amendment/etc.: Date:
Contact Person Details: • Tel. /Mobile Phone No.: • email id:	Status of supply order: Running Order/ New Order: (Please tick the appropriate one.)
Place of Inspection:	Brief Description of Material :
Qty. of Offered Material:	Value of Offered material: Basic Value: Consignment Value (Inclusive of all Taxes, Packaging & forwarding charges ,Transit Insurance, Freight etc)
Date of readiness of Material: Proposed date of Inspection:	
1.Inspection Fee @1% of Consignment Value: Rs..... 2.GST as applicable on the date of submission of PDI Fee: Rs..... Total (1+2):	Details of e-receipt payment generated after paying the inspection Fee on SB collect: 1. e-receipt no.: 2. Date:..... 3. Amount in Rs.....
Note: 1. Inspection fee and GST charges is being sent on email id: gmenm.cmpdi@coalindia.in , with a copy to paresh.saxena@coalindia.in 2. Copy of Purchase order to be enclosed with inspection call.	

Signature with seal