



**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
Office of the Chief General Manager(MM)  
Materials Management Department  
Commercial Block L-III , Koyla Bhawan : Koyla Nagar  
Dhanbad : 826005(Fax No- 0326-2230183)

**FORMAL ORDER**

**Under jurisdiction of Dhanbad Court and  
Jharkhand High Court only**

Ref: PUR/411041/Trailing Cable/Excvl/11-12/ 26

Dated: 15.05.2012

To  
M/s Skytone Electricals (India) Limited  
42-43. Industrial Area  
N.I.T. Faridabad –121 001 (Harayana)

Fax no.- 0129-2232456

**Sub:** Supply of HEMM Trailing cable.

Ref: Your offer no. SEIL/T6511/1861/2011 Dated 7<sup>th</sup> Oct.2011 read with subsequent clarifications last being dated 30.04.2012 against E-Tender No. BCCL/PUR/411041/Trailing Cable/Excv./E-Tender/2011-12/82 dated 27-08-2011 opened on read with subsequent letters last being dated 10.01.2012.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **ORDER** for supply of SKYTONE MAKE TRAILING CABLES FOR HEMM at the following price, terms and conditions:

**1. SCOPE OF SUPPLY**

Sl No	Description of Trailing cables in brief.	Qty (Meter)	Unit Rate (Rs.)	Value (Rs)
01	SKYTONE 4Core X 35 sq.mm, 6.6 KV Grade (Detailed specifications as per Annexure-A)	200	1692.00	338400.00
02	SKYTONE 4Core X 25 sq.mm, 3.3KV Grade (Detailed specifications as per Annexure-A)	2972	1105.80	3286437.60
03	SKYTONE 3X 25sq mm (POWER CORE) + 2 x 25/2 sq mm (GROUND CORE) + 1X16 sq mm (PILOT CORE) , 3.3 KV Grade (Detailed specifications as per Annexure-A)	676	1614.00	1091064.00
04	SKYTONE 3X 25 sq mm (POWER CORE) + 3 x 16 sq mm (2 GROUND & 1 PILOT CORE), 6.6 / 11 KV Grade (Detailed specifications as per Annexure-A)	400	1621.00	648400.00
-	Sub-Total	-	-	5364301.60
-	ED and cess @ 10.30%	-	-	552523.06
-	Sub-Total	-	-	5916824.66
-	CST 2%	-	-	118336.49
-	Sub-Total	-	-	6035161.15
-	Packing &Forwarding Charges	-	-	NIL
-	Freight & Insurance Charges	-	-	NIL
-	Total Purchase value	-	-	6035161.15

**TERMS & CONDITIONS:**

1. **INTEGRITY PACT:** Integrity Pact document duly signed, stamped and accepted by you is applicable for this tender & purchase order. Name of Independent External Monitor for implementation of the pact is mentioned as under:  
Justice Ashok Kumar Chakraborty Retd.)  
BB-69, Sector-I, Salt Lake, Kolkata-700064
2. **PRICE:** FIRM till execution of the contract and FOR destination basis. **Packing & Forwarding Charges:** NIL, **Freight & Insurance Charges:** NIL.. Total Purchase Value: is Rs Sixty lakhs thirty five thousand one hundred sixty one & paisa fifteen only.
3. **TAXES AND DUTIES**  
**Excise Duty & Cess:** to be paid extra at actual as applicable at the time of dispatch, within the specified delivery period, against documentary evidence. The present rate of Excise Duty including Cess is @ 10.30% as indicated in the scope of supply.  
**Sales Tax:** Central sales tax(CST) to be paid extra at actual as applicable at the time of dispatch, within the specified delivery period, against documentary evidence. The present rate of CST is @ 2% as indicated in the scope of supply.
4. **PAYMENT TERMS:** 100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers' bills at consignee end, whichever is later.  
Your mandate/acceptance for Electronic Fund transfer indicated against the tender is as follows:

Name of the beneficiary	SKYTONE ELECTRICALS(INDIA) LIMITED
Name of the Bank	CANARA BANK
Name of the Branch with complete address.	CANARA BANK, MAIN BRANCH BRANCH CODE-0330 8 A , NEHRU GROUND, NIT FARIDABAD-121001  Tel No:0129-2431578,2416784 Fax No:0129-2416785
Account Number	O330261010439
Account Type	CASH-CREDIT
ISFC code of bank	110015108
MICR code of bank	CNRB0000330

**Submission of Bills-** Pre –receipted stamped original bill for 100% value in triplicate along with L/R packing list, delivery challan in original, Routine and Type Test certificate Guarantee/ Warranty certificate, ISI license, Excise Invoice and other relevant documents should be submitted to the consignee.

**Paying authority:** The GM(F)/MM, BCCL, Koyla Nagar, Dhanbad

5. **DELIVERY REQUIREMENT:** Deliveries/supply to be completed within 04 months from the date of order. Earlier supply shall be accepted.  
Delivery schedule shall be reckoned from the 10TH day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

Dispatch Advice: Notification of dispatch by Road for each and every consignment should be made to the consignee with copies to this office immediately after dispatch giving the following particulars:

- i) Supply order no. & dt.
- ii) Description of stores.
- iii) Quantities and / or weight.
- iv) Value of stores.
- v) L.R. no. & date.
- vi) Lorry no.

**6. LIQUIDATED DAMAGES CLAUSE:**

(a) In the event of failure to deliver/dispatch 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:

(b) To recover from the successful bidder as agreed liquidated damages, a sum not less than 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 %.

(c) 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 cancelling the supply order in respect of the consignment not yet due for supply/or

(d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 9 (a) above except in case of force majeure condition

(e) Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Limited, 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. Bharat Coking Coal Limited, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

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

**7. FORCE MAJEURE CLAUSE:** If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then BCCL may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.

**8. 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 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.2.

9. **WARRANTY:** 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier.
10. **EARNEST MONEY DEPOSIT:** You have submitted ` 95,696.00 as **EMD** against the tender. The EMD shall be forfeited if you fail to submit the order acceptance within 15 days from the date of order. The EMD shall be refunded after receipt of acceptance of the order along with the Security Deposit from you.
11. **SECURITY DEPOSIT:** You are required to deposit as security money for 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices ) without having any ceiling in the form of Cash/ Bank Draft / Bank Guarantee within 15 days from the date of order. 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. For successful tenderers, 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 Rs.250/- non-judicial stamp paper as per the enclosed format at enclosed **Annexure-C-II**. The validity of Bank Guarantee should be 02 months beyond the schedule delivery period specified in the order. The value of BANK GUARANTEE to be submitted towards Security money comes to ` 6,03,517.00
12. **PERFORMANCE BANK GUARANTEE:** You shall furnish a Performance Guarantee equivalent to 10% of the total value of the supply order / contract (by adding Excise Duty and Sales Tax etc to the FOR destination price of the equipment ordered, in case of suppliers from purchaser's country and the estimated Marine Freight & Insurance, port charges and Customs Duty etc., in case of imported items). The performance guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached as **ANNEXURE-C-I** (on a non judicial stamp paper of value Rs.250.00 only). This Bank Guarantee shall be initially valid for a period of 21 months from the date of receipt of the stores and the same shall either be released or extended depending upon the merit of the case. This Performance Guarantee shall be for the performance of the Contract / Supply Order. The value of PERFORMANCE BANK GUARANTEE to be submitted comes to ` 6,03,517.00

NB: Submission of Bank Guarantee: The original Bank Guarantee should be sent to the beneficiary directly by the issuing Bank under Registered Post (A.D.).

However, in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing branch should immediately send by Registered Post (A.D.) an unstamped duplicate copy of the guarantee directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order. The A.D. card should be kept with the loan papers of the relevant guarantee.

13. **INSPECTION AND TESTS:** The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
- The inspections and tests may be conducted on the premises of the supplier or its subcontractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.
- Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

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

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

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

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

**Final inspection shall be carried out at the consignee end after receipt of materials by GM(Excv) or his authorized representative.**

14. **CONSIGNEE PARTICULARS:** Depot Officer, Central Stores, JEALGORA, Distt. Dhanbad (Jharkhand).
15. **GENERAL TERMS AND CONDITIONS:** Unless otherwise specified in the NIT, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given with NIT as **ANNEXURE –D**. In case there is a conflict in any particular term of the NIT with the General Terms, the terms of the NIT will prevail.
16. **JURISDICTION:** Any/All dispute(s) arising out of this tender/order shall come under the sole jurisdiction of the Dhanbad/Jharkhand High Court, (INDIA).

Enclosures:

Annexure - A	Technical Specification, Terms, and schedule of requirement.
Annexure - C-I	Format of Performance Bank Guarantee.
Annexure - C-II	Format of Bank Guarantee for Security Deposit

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase order, one of which should be returned to us duly stamped and signed.

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

(S.P.Narayan)  
Chief Manager (MM)

# INDENT REFERENCE

Sl. no	Indent no. and Date	Capital / Revenue	Budget Certification no. & dt.
1	CSJ 1120011 dated 04.01.2011 (Ind.Reg. no. 411041 (11-12) Dtd: 26.04.11	Revenue	<b>Budget Certification no. &amp; dATet.</b> BCCL/HQ/PUR-FIN/Store Budget/ Adhoc Budget/2012-13/other store (OCP)/10 dated 04.05.12 for Rs. 60,35,161.16 <b>Financial concurrence No &amp; date</b> BCCL/PURFIN/FC/03/ other store OCP (12-13) dated 04.05.12 for Rs. 60,35,161.16

Copy to:

1. GM (Excv)
2. GM(Fin)/MM (Pur-Finance)
3. CM(MM)/(S) , Central Stores , Jealgora.
4. CGM(MM)/GM(MM) , SECL/CCL/WCL/NCL/MCL/ECL
5. Technical Cell
6. Master file
7. IEM-Justice Ashok Kumar Chakraborty Retd.)  
BB-69, Sector-I, Salt Lake, Kolkata-700064

This issues with the concurrence of D(F) vide diary No 2/896 dtd 27.03.12 & Approval of CMD vide diary No 281/F Dated 28.03.12 and BC/FC of GM(F)/MM for the F.Year 12-13.

Chief Manager (MM)

TECHNICAL SPECIFICATIONSTechnical conditions for acceptance of offers

The description, size, qty & specification of the items are as follows. Firm should indicate item description, size, qty & specification in Technical bid.

SL NO	PART NO / Size	DESCRIPTION	Unit	QTY
01	4Core X 35 sq.mm, 6.6 KV Grade	TRAILING CABLE FOR 6/45 D/L APPL	MTR	<b>200</b>
02	4Core X 25 sq.mm, 3.3KV Grade	TRAILING CABLE FOR EKG 5.0 SHOVEL APPL	MTR	<b>2972</b>
03	3X 25sq mm (POWER CORE) + 2 x 25/2 sq mm (GROUND CORE) + 1X16 sq mm (PILOT CORE), 3.3 KV Grade	TRAILING CABLE FOR H55 / CK300(E) / EKG5.0 APPL	MTR	<b>676</b>
04	3X 25 sq mm (POWER CORE) + 3 x 16 sq mm (2 GROUND & 1 PILOT CORE), 6.6 / 11 KV Grade	TRAILING CABLE FOR P&H / BE / MARION SHOVEL & RECP DRILL APPL	MTR	<b>400</b>
Detailed specification & test requirements are given below.				

2. Warranty: 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier.
3. Firm should declare their obligations for after sales and service on call. Any complaint should be attended within 7 days of reporting and resolved within 21 days.-**Accepted**
4. General supply requirements
  - a) To be supplied in individual drum of cut length of 100Mtr
  - b) Size, length, manufacturer no, date of manufacturing, our purchase order ref should be clearly written on each drum.
  - c) The cable **identification marks** consisting size & make at each 10 to 15Mtr length of cable.
5. Deliveries within 04 months from the date of confirm order. Earlier supply shall be accepted.

SPECIFICATION OF TRAILING CABLES

1. **Trailing cable 4X35 sq.mm 6.6 KV grade**, consisting 3 power cores and one earth core (type B) with cores identification scheme, pliable armoured flexible cable with tinned annealed copper wire conductors complying IS 8130. Elastomeric compound (type IE 3) insulated as per IS 6380. Cores lay up around the electrometric cradle separator. Inner sheathed with HOFR elastomeric compound (type SE 3) confirming IS 6380, and pliable armour consisting strands of galvanized steel wires confirming IS 3975. Finally HD HOFR elastomeric compound outer sheath (type SE 4). Over all cable should confirm the type 6PA1 of IS 14494/1998.

2. **Trailing cable 4X25 sq.mm 3.3 KV grade**, consisting 3 power cores and one earth core (type B) with cores identification scheme, pliable armored flexible cable with tinned annealed copper wire conductors conforming IS 8130. Elastomer compound (type IE 3) insulated as per IS 6380. Cores lay up around the electrometric cradle separator. Inner sheathed with HOFR elastomeric compound (type SE 3) confirming IS 6380, and pliable armour consisting strands of galvanized steel wires confirming IS 3975. Finally HD HOFR electrometric compound outer sheath (type SE 4). Over all cable should confirm the type 3PA1 of IS 14494/1998.

3. **Trailing cable 3X25 sq mm (power core)+2X 25/2 sq.mm (Earth core) +1X16 (pilot Core)**  
**3.3 KV grade** flexible trailing cable suitable for both earth and unearthed system, Generally confirming to IS 14494-1998 and to IER 1956 Rule (123) sub rule 5&6) in respect to individually metallic screen on all power core and pilot core.

a) 03 Power Cores - annealed, flexible tinned copper conductor, (class5 to IS 8130/84) conductor shielded with black semi conducting tape followed by annealed tinned copper wire+ nylon composite braid metallic, conductance of screening as per IS. Core identification by colored tape applied either longitudinal under the composite braiding or applied helically with gapping over the composite braiding having colors red, yellow and blue for core identification.

b) 02 earth conductors - annealed flexible tinned copper conductor (class 5 confirming IS 8130/84) and tapped with green colored proofed cotton tape applied helically with gapping for identification of earth core.

c) 01 Pilot core - annealed flexible tinned copper conductor (class 5 confirming IS 8130/84) and insulated with EPR, type IE2 to IS 6380/84 and black colored proofed cotton tape applied helically with full coverage for identification of pilot core, screened with annealed tinned copper wire + Nylon composite braiding as per IER 123(5).

Power cores laid up together with 2 earth cores and 1 pilot core placed at outer intrinsic, binder taped, Black HOFR PCP (type SE-3). Inner sheathed, perforated cotton tape reinforcement and black HD HOFR PCP (type SE-4 as per IS 6380-84) sheathed overall.

4. **Trailing cable 3 X 25 sq.mm Power Core + 3 X 16 Sq.MM** (covered earth Core and pilot core) 6.6/11 KV for neutral restricted 6.6 KV (UE) supply system, pliable trailing cable. All cores are of tinned annealed copper wire conductor complying IS 8130, shielded with extruded semiconductor rubber compound, EPR (IE 3) insulated cores, screened, inner sheathed with elastomeric compound (NBR-PVC) type SE-3. Finally sheathed with elastomeric compound type SE-4 generally confirming IS 14494, and laying type 11LL/3.

#### **TESTING OF CABLES**

1. The following tests shall be conducted by you as acceptance test on each lot.
  - a) Annealing Test
  - b) Conductor resistance test
  - c) Test for thickness of insulation & sheath
  - d) Tensile strength and elongation at break test of insulation & sheath
  - e) Hot set test for elastomeric insulation & sheath
  - f) Partial discharge test
  - g) Electrical test on semiconducting screen
  - h) High voltage test
  - i) Oxygen index test and temperature index test
  - j) Insulation resistance test by 2000V (for 3.3KV)/ 5000V (for 6.6KV) megger between phases & earth
  - k) Flammability test
2. The following routine tests shall be carried out successfully by you at each 100Mtr length of cable.
  - a) Conductor resistance test
  - b) Partial discharge test
  - c) High voltage test
  - d) Insulation resistance test by 2000V (for 3.3KV)/ 5000V (for 6.6KV) megger between phases & earth

**All test certificates to be submitted along with supplied cables.**



Format of Performance Bank Guarantee  
(RS.250 non-judicial stamp paper)

Messers -----, a Company having its office -----  
 ----- (hereinafter called the Contractor) has entered into a Contract No. -----  
 -----dated ----- ( hereinafter called the said Contract ) with Bharat  
 Coking Coal Limited (hereinafter called BCCL, Buyer) to supply equipment on the terms and conditions  
 contained in the said contract.

1. It has been agreed that hundred percent ( 100% ) payment of the value of the equipment will be made to the Contractor in terms of the said contract on the Contractor furnishing to the purchaser a Bank Guarantee for the sum of ----- equivalent to 10% of the value of order by the Contractor, 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 Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said contract.

The ----- having its office at -----has at the request of Seller agreed to give the guarantee hereinafter contained.

2. We, -----Bank Ltd. 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 or any of the terms and 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 purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We, -----, 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 that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the -----  
 -----(date to be given), we shall be discharged from all liability under this guarantee thereafter.

4. We, -----Bank Ltd., further agree with the Purchaser, that the Purchaser, shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser, against the said Seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said Seller or for any forbearance act or omission on the part of the Purchaser, or any indulgence by the Purchaser, to the said Seller 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 -----  
 ----- (specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

5. We, -----Bank Ltd., further agree to renew the Bank Guarantee from time to time at the request of the BCCL.

6. We, -----Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

7.. The Bank has under its constitution power to give this guarantee and -----  
 ----- who have signed it on behalf of the Bank have 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.

Dated :..... Day of ..... 20.....  
 for ..... Bank Limited.

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

**FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

*(RS.250 non-judicial stamp paper)*

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 ..... Bank Limited 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 ..... Bank Limited 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 ..... Bank Limited 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 ..... Bank Limited 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.

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

For ..... Bank Limited.

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