

	<p align="center">BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Limited, A Maharatna Company) Office of the General Manager(MM) Materials Management Dept.HQ, Office at CCWO, Post CCWO, SteelGate, Saraidhella, Dhanbad - 828127. (Phone No.0326-2202002 Fax No.0326-2222644)</p>
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Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

SUPPLY/PURCHASE ORDER

No- **BCCL/MMD/PUR/540116/Haemodialysis Machine/CHD/09-10/ 12 / 26**

Dated 12/13.06..2013

To,
Fax
M/s Vishal Surgical Equipment company Pvt Ltd
“Siddharth”
1st Floor, 29,Dr,Rajendra Road,
Kolkata-700020

Regd Post/By

033-2454-3850

(Vendor Code : 1/12/D/T/162)
(P tax reg/Enrl no-ECS1930486)
(STC No-19412802061)
Ph No-033-24543851/52

Sub :- **Supply of Haemodialysis Machine** to CHD,Dhanabd

Ref:- Our tender enquiry No **BCCL/MMD/PUR/540116/Haemodialysis Machine/CHD/09-10/ 12** Opened on 24.06.2011 , Our letter no. 2633 dt 3.08.2011,7452 dt 11.02.2012,1442 dt. 12.07.2012,65 dt 21.08.2012,nil dt 09.03.2013

Your offer No: VSEC/2011-12/9784 dated 21.06.2011 and other letters no. nil dt 5.08.2011,
 13.01.2012, 11.02.2012 12.07.2012,22.09.2012, 9.03.2013,

Dear Sir,

With reference to the above, we for and on behalf of BCCL hereby place a Purchase Order for supply of **Haemodialysis Machine 02 Nos** having **Warranty of 01 (one) year & CAMC for seven years** with technical details as per Annexure enclosed at the following price, terms and conditions: -

Description of Items	Quantity	Present Unit Basic Rate(Rs.)	Total Landed Rate(Rs.)
a)Haemodialysis Machine- Offered Model 4008S – Fresenius Medical Care, Hongkong	02 No.	865000.00	1730000.00
	ED	0.00	0.00
	*CST@ 4%	34600.00	69200.00
	Packing/Forwarding/Freight/Insurance	0.00	0.00
		TOTAL=	1799200.00
		Warranty –one year Total CAMC charge for 2 machines for 7 yrs@ 3,53,934.00 including applicable Service Tax @ 12.36% Total value of Machine including CMAC Charge for 7 yrs for 2 nos.Machine=	707868.00
		(2 NosMachine cost with taxesi.e Rs. 1799200.00+ CAMC Charge for 7 yrs for two machine i.e Rs.707868.00)	25,07,068.00

The year wise breakup of CAMC value shall be as follows (For two nos of machine):-

YEAR	AMOUNT (With Service tax @ 12.36%)	BC No for CAMC
2014-15	1,01,124	BCCL/CHD/Fin/2014-15/Misc Contractual/02 dt 6.03.2013
2015-16	1,01,124	BCCL/CHD/Fin/2015-16/Misc Contractual/02 dt 6.03.2013
2016-17	1,01,124	BCCL/CHD/Fin/2016-17/Misc Contractual/02 dt 6.03.2013
2017-18	1,01,124	BCCL/CHD/Fin/2017-18/Misc Contractual/02 dt 6.03.2013
2018-19	1,01,124	BCCL/CHD/Fin/2018-19/Misc Contractual/01 dt 6.03.2013
2019-20	1,01,124	BCCL/CHD/Fin/2019-20/Misc Contractual/01 dt 6.03.2013
2020-21	1,01,124	BCCL/CHD/Fin/2020-21/Misc Contractual/01 dt 6.03.2013
For seven years	Total value Rs. 707868=00	

Capital Head for machine is of Rs. 17,99,200=00 & Revenue Head towards CAMC for seven(07) years for 02(two) machine after one year warranty is of Rs. 7,07,868=00.

Total Cost of above Machines (02 nos) =Rs. **Rs.2507068.00** (Rs.Twenty five lakhs seven thousand sixty eight only) with CAMC for seven years after warranty.

The terms and conditions will be as follow:-

1.Payment Terms:

80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made after receipt and acceptance of material at site by the consignee within 21 days.

Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the CMS(I/c),CHD to the effect that the equipment has been erected and commissioned to their entire satisfaction. However, if the equipment is not put to use by the CHD within 60 days from the date of receipt and acceptance at consignee's end, the balance 20% shall be released.

2. Price –Firm, FOR Destination, inclusive of Installation and commissioning

3. Taxes and Duties- (a.) Sales Tax – CST @ 4% extra OR will be as per the present applicable rate against documentary evidence without Form C, (b) Excise duty-0.00, (c) Packing, Forwarding -Included, (d) Freight - Included, (e) Insurance -Included, (f) Installation and commissioning- Included .(g) Service Tax- 12.36% for CAMC. Service Tax will be paid extra as applicable . However you have to furnish a certificate at the time of claiming reimbursement stating the rate of service tax at which the service tax has been paid and confirming that reimbursement for this amount has not been claimed for any place anywhere in India.

4. Delivery: Within 8-12 weeks . 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.

5. Guarantee/Warranty:-Warrantee for 01(One) years i.e. The supplier should warranty for the satisfactory performance of the complete equipment for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier.

The supply shall be covered by the maker's standard guarantee as follows:The supplier shall warrant that the items supplied under the contract / supply order

a. Is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.

b.Is in accordance with the contract specifications.

c.Shall have no defects arising out of design, materials or workmanship.

The supplier shall guarantee for the satisfactory performance of the complete equipment/stores for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier. In the event of any defects in materials, design and

workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The bidder will be required to stock spare parts to take care of warranty failures.

The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace the defective parts/stores, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

The bidder will be required to stock spare parts/stores to take care of warranty failures. Spares/stores should be available within 2 weeks of the breakdown being intimated to them. The guarantee/composite warranty shall be submitted along with the bill.

6. SECURITY DEPOSIT: You will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices) ie Rs. **2,50,707.00** without having any ceiling in the form of Cash/ Bank Draft / Bank Guarantee within 15 days from the date of order . 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. **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/- or equivalent amount** non-judicial stamp paper as per the enclosed format at enclosed **Annexure C**.

The Security Deposit shall be refunded after successful completion of the supply/commissioning (wherever applicable) and against receipt of the acceptable performance Bank Guarantee.

7.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) ie Rs. **2,50,707.00**. 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**(on a non judicial stamp paper of value Rs.250.00 or equivalent only). This Bank Guarantee shall be initially valid for a period of 20(twenty) months from the date of dispatch of the equipment and the same shall either be released after or extended depending upon the merit of the case. This Performance Guarantee shall be for the performance of the Contract / Supply Order.

8..Comprehensive Annual Maintenance Contract (CAMC) for seven (07) years :- To be concluded at the time of supply of machine at consignee end with the Suppliers(you & your principal) and Chief of Medical Services, Central Hospital, Dhanbad for the period starting after warranty period.The CAMC will be concluded at the time of supply of the machine.

Scope, Terms and condition for entering into Comprehensive Annual Maintenance of Equipment for 7 years for both the machine beyond the Guaranty/Warranty Period of one year is attached herewith at Annexure B.

9. Lateral Security Deposit for CAMC: The firm will deposit 10% of the value of CAMC ie Rs. 10,113=00 only as a lateral security either in the form of Bank Draft in name of "BHARAT COKING COAL LIMITED" payable at Dhanbad or in the form of Bank Guarantee of any scheduled Bank valid for six months beyond the CAMC period. It shall be deposited within 15 days from the date of placement of order. Lateral Security Deposit will be released after satisfactory performance of CAMC.

10.Bank details of the Firm –Enclosed

VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS:

Vishal Surgical Equipment company Pvt Ltd

"Siddharth"

1st Floor, 29,Dr,Rajendra Road,

Kolkata-700020

Ph No-033-24543851/52 fax No-033-2454-3850

PARTICULARS OF BANK ACCOUNT:

A. BANK NAME:INDIAN BANK

B. BRANCH NAME:Bhawanipur Branch, RTGS – IFSC Code : IDIB000B023

ADDRESS:40, Asutosh Mukherjee Road, Kolkata - 700020

- a. **9-DIGIT CODE NUMBER OF THE BANK & BRANCH** (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number : 7000190005 / 00350
- b. **ACCOUNT TYPE:**CURRENT ACCOUNT - 11
(S.B. Account/Current Account Or Cash Credit 11 with Code 10/11/13)
- c. **LEDGER NO./LEDGER FOLIO NUMBER:** NA
- d. **ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT;--** (As appearing on the Cheque Book) Vishal Surgical Equipment Co. Pvt. Ltd – Core Banking - **771282248**

11 .Inspection – Final inspection shall be carried out at the consignee end or by his authorized representative after receipt of materials. If materials found defective or not as per order will be replaced free of cost within 7 days.

INSPECTION AND TESTS:

- a.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.
- b.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.
- c.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.

d. 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.

e. 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.

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

g. 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.

12. Note: Safe arrival of materials shall be your responsibility.

13.Import Documents - Imported items offered by Indian Bidder: In case the required items are imported by you / your Indian Principal M/s Fresenius Medical Care, Delhi and offered to BCCL in Indian Rupees, you shall have to submit the following documents with each supply:

- i. Their foreign principal's invoice or packing list – original as well as certified photocopy.
- ii. Certified photocopy of Bill of Lading.
- iii Bill of Entry – Original as well as certified photocopy.

The originals mentioned above shall be returned back to you after verification and endorsement.

13(A) Auditors' certificate for Imported Items:

A certificate from your Auditor certifying that the custom duty has been paid as per prevailing Custom Rates and refund, if any, shall be passed on to BCCL, shall be submitted along with your bill..

14. PENALTY FOR FAILURE TO SUPPLY IN TIME:

I) 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 the purchaser.

II) 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:

- i. To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has 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.

- ii. To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or
- iii. To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also
- iv. 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.
- v. To en-cash any Bank guarantee which is available for recovery of the penalty or
- vi. To forfeit the security deposit full or in part.

Vii, Whenever under the contract a sum of money is recoverable from and payable by the supplier, 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 to the successful tenderer 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, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

15. 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 you **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 you 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, you shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

16. Submission of Bills- Original Invoice/Bill for 100% value in quadruplicate along with delivery challan in original, Manufacturers Test certificate or any other certificate, Guarantee/ Warranty certificate, duly vetted by user, Proof of submission of Security Deposit and other relevant documents should be submitted to the consignee for onward submission to Paying Authority.

You will also have to submit Lowest price certificate along Bill that “Prices charged are the lowest and is the same as applicable to other Govt/Semi Govt/Undertaking Departments.”

17. Training: Doctors and staffs of CHD should be imparted training on machine for 2 (Two) weeks by the experts of above firm, free of cost.

18. Installation - The equipment will be installed and commissioned successfully by the Firm free of cost.

19. Packing: Consignment shall be supplied in suitable standard proper packing's.

20. Force Majure 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.

a) You will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, BCCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither BCCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

21. **Consignee:-** Depot Officer ,Central Hospital, Dhanbad.(CHD),Dhanbad.

22. **Paying Authority-** CM(F) ,CHD,Dhanbad.

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

24. OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS WILL BE AS PER OUR NIT WHEREVER THESE COULD NOT BE INDICATED.

This is issued with the approval of competent authority.

ENCLOSURES:-

1.Detailed Technical Specification & Leaflets –Annexure-“A”-14 pages

2.CAMC terms - Annexure-B 2 pages

3. SD/PBG format- Annexure-C 2 pages

4.Bank Details of the firm- 01 page

5.Copy of Advance Budget letter dated 23.02.2013-1 page

6.Integrity pact-06 pages

7. General Terms & Condition 08 Pages

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(P.RANJAN)

Senior Manager (MM)WD

INDENT REFERENCE

Sl. No.	Indent no. /IR No. and Date	Budget Certification no. & date
1.	Capital Indent no. NIL dated NIL of CHD.IR No.116 (09-10) dt 10.07.2009	Cost & Budget Department Cell BCCL/Project— CHD,Dhanbad, Code 7622 , Head Furniture L.F-01 Sl no.of indent 8 dated 20.062009 Budget Estimate for Rs.20.00 lakhs (approx)(BE-RE/09-10) for the year 09-10(proposed). BCCL/C&B/Cap/12-13/2/P&M(S)/CHD/27/20/29 eBC dated 22.01.2013,eBC no. CHD/2 dt 24.04.2013 and corresponding e FC No-02 dated 30.05.2013 for Rs. 17,99,200/- (Revalidated eBC No. CHD/2 dt 24.04.2013).

Copy to:

1. CMS,BCCL/CMS(I/c), CHD, Saraidhela, Dhanbad- They are advised to obtain **efc** no. for the amount of CAMC charges year-wise.
- 2CM(F), Central Hospital, Saraidhela, Dhanbad
- With request to make provision for payment of CAMC starting after one year of the Warranty Period as per approval for advance budget; communicated vide letter no. BCCL/FIN(C&B)/12/D/402 dated 23.02.2013 issued from the office of Chief Manager(F),C&B Department, BCCL, Koyla Bhawan (Copy enclosed)
3. Sr. MM Store (Depot Officer), Central Store Ekra,Dhanbad/ Central Hospital, Saraidhela, Dhanbad CM(F), Central Hospital, Saraidhela, Dhanbad
4. Sr. MM Store (Depot Officer), Central Hospital, Saraidhela, Dhanbad
5. . MM(Tech Cell), MM Department, Koyla Bhawan
6. Master File/Office Copy.
7. GM(MM), CCL / NCL / WCL/ SECL / MCL / ECL /CMPDIL

ANEXTURE-A

TECHNICAL SPECIFICATION OF HAEMODIALYSIS MACHINE

1	Acetate & Bicarbonate Dialysis facility.
2	Auto start and Auto self testing
3	Variable Dialysate flow.
4	Kt/v calculation
5	Parameter profiling.
6	Online display of running blood volume and treated blood volume.
7	Long therapy duration of up to 10 hrs.
8	Chemical, Thermal, Chemical + Thermal disinfection facility.
9	Programmable auto disinfection.
10	Online display of temperature disinfection status, disinfection time left and disinfection period.
11	Battery backup of at least 20 mins.
12	Auto switch over to battery mode when power goes off.
13	Blood pumps, heparin pump and display screen and all safety systems stay on battery mode.
14	Automated B P monitoring with high & low alarm.
15	Automatic B.P. stabilization by adaptation of ultra filtration in response to current B.P.
16	Option for Bicarbonate cartridge with easy fixing and change over option.
17	Doctors and staffs of CHD should be imparted training on machine for 2 (Two) weeks free of cost.
18	The machine should be installed and commissioned by the supplier free of cost.
19	Warranty for one year and comprehensive annual maintenance of the equipment for a period of seven(07) years after warranty period.

ANNEXURE-B

Scope, Terms and condition for entering Comprehensive Annual Maintenance of Equipment for 7 years for both the machine beyond the Guaranty/Warranty Period of one year:-

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

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

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 by cheque 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: Security Deposit for an amount of 10% of the Annual Maintenance Charges (the maximum of any of the year's of the maintenance period) shall be required to be submitted by the successful bidder. The Security Deposit may be submitted in the form of Bank Draft of any schedule bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad/Bank Guarantee (Format enclosed) within 15 days from the date of placement of order. The Bank Guarantee shall be valid for a period of six months beyond the scheduled maintenance period of the equipment.

9. The bidders are required to submit their year wise Annual Maintenance Charges (AMC) beyond the period of Guaranty/Warranty of the equipment, in the following format:

Sl #	Year	Annual Maintenance Charge (Rs)	Service Tax(if applicable) @ (<i>*to be specified by the bidder</i>) % (Rs)	Total (Rs)
	1 st Year			
	2 nd Year			
	3 rd Year			
	Up to the number of years required as per the NIT			
Total				

The Bidders are required to submit the Comprehensive Annual Maintenance Charges applicable for the equipment offered by them, in the above format.

N.B.: The Bidders must confirm their acceptance/ compliance, clause wise of the above terms and conditions.

ANNEXURE-C

Format of Bank Guarantee for Security Deposit./PBG

(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.**