

	<p align="center">BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Limited) Office of the General Manager(MM) Materials Management Department Commercial Block L-III , Koyla Bhawan : Koyla Nagar Dhanbad : 826005(Fax No- 0326-2230183)</p>
<p>SUPPLY/PURCHASE ORDER</p>	<p>Under jurisdiction of Dhanbad Court and Jharkhand High Court only.</p>

Ref no:- PUR/300117 /RO Water Treatment Plant/Cap/13-14/ **172** BY Speed post / REGD.POST
Dt. 25.11.2013

To
M/s Creative Relation,
Opposite Surya Vihar Colony,
(Hans Vihar), Dhanbad 826001
(Vender code 1/22/D/T/493 old- 935456)
Phone 9234063660/9431187687

Ref: i.) BCCL e-Tender No: BCCL/Pur/300117/RO Water Treatment Plant/09-10/65 opened on.
opened off line on 07.09.2011 and on line on 08.09.2011
ii. Your offer No. Nil dtd 06.09.11 and subsequent correspondences on the above tender last being
letter no. CR/10/2013-14 dtd 16.10.2013

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place Purchase order on you for supply of Reverse Osmosis Water treatment Plant at the following technical specification ,price and terms and conditions:

Scope of supply

Item Description	Unit Basic Price	Qty .	Extended Value
Reverse Osmosis Water treatment Plant . Detail technical Specification enclosed as Annexure-A) (Mat code 92029990022)	Rs. 328520.00	1(one)	Rs. 328520.00
		VAT @14%	Rs. 45994.20
		Landed Value :-	Rs. 374524.20 Round off Rs.374524.20

(Total Landed value Rs Rupees three Lakh seventy four thousand five hundred twenty four and paise twenty only)

Terms and Conditions :

01	Price	Firm & F O R Destination basis.
02	Ed &Ed cess	Nil , if applicable it will be borne by you
03	VAT	To be paid as applicable as applicable within delivery schedule. Present rate of JVAT is @14 % as indicated above.
04	Packaging &	NIL

Ch

	forwarding																			
05	Fr. & Ins.	NIL																		
06	<p>Payment Term</p> <p>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.</p> <p>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,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 project within 60 days from the date of receipt and acceptance at consignee's end, the balance 20% shall be released.</p> <p>Payment will be made through electronic fund transfer(EFT) and Electronic clearance system(ECS).</p> <p>Bank Details:</p> <table><tr><td>VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)</td><td>M/s Creative Relation, Opposite Surya Vihar Colony, (Hans Vihar), Dhanbad 826001</td></tr><tr><td>PARTICULARS OF BANK ACCOUNT:</td><td></td></tr><tr><td>A.BANK NAME:</td><td>Syndicate Bank</td></tr><tr><td>B.BRANCH NAME:(Including RTGS Code)</td><td>Bartand, Dhanbad,IFSC : SYNB0007452</td></tr><tr><td>ADDRESS:</td><td>Bartand, Dhanbad,826001</td></tr><tr><td>C.9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI</td><td></td></tr><tr><td>D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)</td><td>Current Account code-7452</td></tr><tr><td>E.LEDGER NO./LEDGER FOLIO NUMBER:</td><td>-</td></tr><tr><td>F.ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)</td><td>74523070001059</td></tr></table>		VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/s Creative Relation, Opposite Surya Vihar Colony, (Hans Vihar), Dhanbad 826001	PARTICULARS OF BANK ACCOUNT:		A.BANK NAME:	Syndicate Bank	B.BRANCH NAME:(Including RTGS Code)	Bartand, Dhanbad,IFSC : SYNB0007452	ADDRESS:	Bartand, Dhanbad,826001	C.9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI		D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Current Account code-7452	E.LEDGER NO./LEDGER FOLIO NUMBER:	-	F.ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	74523070001059
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07	Delivery	<p>Within 25 days from the date of receipt of order .</p> <p>Delivery schedule shall be reckoned from the 10 th day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery. Safe arrival of materials at consignee end shall be the responsibility of supplier.</p> <p>(NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account)</p>																		
08	Guarantee/ Warranty	<p>Warrantee against manufacturing defect or quality complaint for a period 12 months from date of commissioning or 18 months from date of receipt and acceptance.Any defect observed on this account shall be attended to immediately and in case beyond a period of one month.</p>																		

09	Penalty for failure to supply in time	<p>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. In the event of failure to delivery or dispatch 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:</p> <p>a) 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 .</p> <p>b) 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 cancelling the supply order in respect of consignment not yet due for supply or</p> <p>c) 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</p> <p>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.</p> <p>e) To encash any Bank guarantee which is available for recovery of the penalty or</p> <p>f) To forfeit the security deposit full or in part.</p> <p>g) 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.</p>
10	Security Deposit	<p>The firm will be required to deposit as security money 10% of the value of the order (including Taxes, duties, and other charges to the FOR Destination prices without having any ceiling in the form of Bank Draft /Bank Guarantee within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If 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</p>

		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. (Format enclosed)
11	Consignee	The Depot Officer, CHD, Jagjeevan Nagar ,Dhanbad.
12	Paying Authority	GM(F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
13	Inspection	Final inspection by at consignee end by representative of CMS after receipt of materials
14	Performance Bank Guarantee	You shall furnish a Performance Bank Guarantee (PBG) equivalent to 10 % of the order value(order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any).The performance guarantee shall be submitted in the form of Bank Guarantee issued by a scheduled Bank /Nationalised Bank on non judicial Stamp paper valuing Rs. 250.00.The Bank Guarantee shall be valid for three months beyond the expiry of Guarantee/Warranty period .It shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply.
15	Force Majeure Clause	<p>If the execution of the contract/supply order is delayed beyond the period stipulated in the contract / supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire , 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 it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:</p> <p>a) The successful bidder will , 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 authority , the beginning and end of the causes of the delay , within fifteen days of the occurrence and cessation 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.</p> <p>b) For delays arising out of Force Majeure , the bidder will not claim 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 costs provided it is mutually established that Force Majeure Conditions did actually exists.</p> <p>c) If any of the force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into</p>

		consideration in their quotations.
16	Price Fall clause	<p>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.</p> <p>iv) 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 CGM(MM), Bharat Coking Coal Limited, Commercial Block, Level-II, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date coming into force of such reduction or sale, shall stand correspondingly reduced.</p>
17	Jurisdiction	ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.
18	Inspection and Test clause	<p>i) 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.</p> <p>ii) The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.</p> <p>iii) If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) 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 data, shall be furnished to the inspectors at no charge to the purchaser.</p> <p>iv) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.</p> <p>v) The materials will be inspected on arrival at site by the consignee, which will be considered as final. This 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 representative's i.e. third party prior to the dispatch of the Goods.</p> <p>vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.</p>
19	Submission of bill	Pre-receipted stamped original bill for 100% value in four copy along with receipted delivery challan in original, Guarantee/Warranty certificate, and other relevant documents specified elsewhere in the order should be submitted to the Paying Authority through Consignee for onward transmission to the Paying Authority.
20	Price certificate	You will certify on their bills that the prices charged to BCCL is not higher than as charged to other Govt. Under Taking / Deptt and others organizations

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21	Jurisdiction	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.
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ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NOTICE INVITING TENDER AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

N.B:- This issues with the concurrence of GM(F) MM vide diary no. 2504/F dtd 06.08.2013 and approval of D(T)OP vide diary no. 2322/F dtd 10.10.2013. This contract is concluded with the issuance of this order. You are requested to kindly acknowledge receipt and acceptance of order within 15 days from date of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you for execution.

Contract for CMC (Comprehensive Maintenance Contract) as offered by you will be issued separately by CMS,CHD.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(A K Sinha)

Sr Manager (MM)

INDENT REFERENCE

Indent no. and Date	B.C./FC no. & dt.
Nil dt. 25.11.2008 of CHD (CMO), IR No. 0117 (09-10) dtd 10.07.2009	BCCL/C&B/CAP/Reg PN-26/SN-231/eBC No. 28 dtd 01.11.2013 (CAP-13-14) HEAD – P&M /CHD for Rs. 3,74,524.00 (Rupees three Lakh seventy four thousand five hundred twenty four and paise twenty only). e-FC no. 6 dtd 6.11.2013(CHD) for Rs. 374524.00

Copy to:

Depot Officer, CHD, Jagjeevan Nagar ,Dhanbad.

GM(F) MM, Koyla Bhawan .

CMS, CHD, Jagjeevan Nagar ,Dhanbad – CMC for the RC Water Treatment Plant is to be concluded after taking required advance budget and approval of competent authority and completing all formalities. The total CMC charges offered by the firm for 7 year s will be Rs. 660345.30 only as detailed below :

Description	1 st year	2 nd year	3 rd year	4 th year	5 th year	6 th year	7 th year
CMC charges for 7 years(in Rs.)	72276.60	78847.20	82132.50	98559.00	98559.00	114985.50	114985.50

Shri D Bandopadhyay,(Retd IAS), GD-89, Sector-III, Salt Lake, Kolkata- 700016

MM(Tech Cell), MM Div,Koyla Bhawan.

Master File/Office Copy.

ANNEXURE-A

Designed to produce product water with a flow rate of 200 L /hour

Average recovery of 30 % .

Pre treatment System with

- i) Raw water pump - 01 no.
- ii) Pressure sand filter - 01 no.
- iii) Activated sand Filter - 01 no.
- iv) Water softener - 01 no.

R.O. System

20" 5 micron Filter

S S Vertical High Pressure Pump.

4040 BW Membranes.

4040 FRP Membrane Housings

Pressure Gauges

Flow Meter

Conductivity Meter

Microprocessor based

Controller

Voltmeter

Auto/Manual selector switch

Connecting piping, valves & fittings

R.O. Feed Pump

Membrane Cleaning System (attached with R O)

35 L HDPE tank - 01 no.

S S Pump 0.5 HP - 01 no.

10" 5 micron Filter - 01 no.

Connecting piping & valves - 1 set

Product Water Distribution

SS Pump 0.5 HP - 02 nos.

U V Sterilizer - 01 no.

20" 0.2 micron pyrogen filter - 01 no.

Raw Water Tank - 500L - 01 no.

RO Feed Water Tank - 500 L - 01 no.

Product Water Tank - 500 L - 01 no.

Format of Bank Guarantee for Security Deposit
(RS.250 non-judicial stamp paper)

Messrs -----, 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 of 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.

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

Dated : ----- Day of ----- 20-----or

----- Bank Limited.

Signature of the authorised person

for and on behalf of the Bank

FORMAT OF PERFORMANCE BANK GUARANTEE

(RS.250 non-judicial stamp paper)

1. Messers ----- a company having its office at -----
-----hereinafter called the Seller has entered into a Contract No.-----
-----dt.----- (hereinafter called the said Contract) with Bharat Coking Coal Limited (hereinafter called , the Purchaser) to supply equipment/accessories 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,----- 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 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,----- Bank Ltd., 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 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-----months from the date of Bank Guarantee) 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 affecting in any manner no obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser , against the said seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relived from our liability by reason or any such variation or extension being granted to the said seller or for any forbearance act or omission on the part of the purchaser , or any indulgence by the purchaser to the said seller by any such matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the bank beyond the period specified above , the bank shall pay to this purchaser the said sum of ---
----- or such lesser sum as may than be due the purchaser and as the purchaser may demand.

5. We ,----- Bank Ltd. 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.

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

For ----- Bank Limited

Signature of the authorised person

for and on behalf of the Bank

