



**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,  
Dhanbad : 826005(Fax No- 0326-2230183)

<b>SUPPLY / PURCHASEORDER</b>	<b>Under jurisdiction of Dhanbad Court and Jharkhand High Court only.</b>
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**BY REGD.POST / SPEED POST**

Ref no: BCCL/PUR/ 713200 /Multi gas detectors/safety/14-15/ 51

Dt.15.07.2014

To,  
M/s Swati Safesecure Equipments (P) Ltd  
901,Krushal Complex,  
Above Shoppers stop,  
GM Road, Chembur (W)  
Mumbai- 400 089

Fax No:-022-66226692  
VENDOR CODE:- 1/17/MT/061

Sub. : This office Tender Enquiry No BCCL/PUR/713200 /Multi gas detectors/open domestic e tender/84 due and opened on 6.01.2014(off line) and on dtd 7.01.2014 (on line)

Ref. : Your offer No. SSSEPL/BCCL-MGD/06-01-2013 dtd 30.12.2013 with a letter of authorization by Principal M/s Honeywell International India Pvt Ltd and subsequent correspondences on the above subject and , your last letter dated 08.07.2014

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of 50(fifty) nos of DGMS Approved Multigas detectors at the following price, terms and conditions:

**Scope of supply**

SN	Description	Qty. (Nos)	Basic Unit Price (Rs. )	Extended Value (Rs. )
1	DGMS Approved Multigas detector Model Gas Alert Micro 5 IR for detection of Carbon Monoxide, Carbon Dioxide, Methane & Oxygen gases in Underground coal mines manufactured by M/S Honeywell International (India) Pvt. Ltd., Gurgaon, Detailed specification enclosed as Annexure-A ( Mat code 94085000107)	50	197875.00	9893750.00
	Extra CST @ 2 %			197875.00
	Extra Freight @Rs. 930 each			46500.00
	Landed Value in Rs			10138125.00

( Total contractual value – Rs. One crore one lakh thirty eight thousand one hundred twenty-five only )

*Walled*

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# Terms and Conditions :

01	Price	Firm till execution of the contract & F O R Destination basis.
02	CENVAT credit-	Included in the Quoted price. CENVAT credit towards CVD shall be availed by BCCL for which required documents shall be provided by the firm.
03	CST	Extra as applicable within delivery schedule. Present rate of CST is @2% against form "C". Form "C" and Road permit if required will be issued by the Consignee.
04	Packaging & forwarding charges	Nil. Packing: Consignment shall be supplied in suitable standard proper packing.
05	Freight charges	To be paid extra at actual subject to maximum of Rs.930/- Per piece as indicated above.
06	Transit insurance charges	nil
07	Payment Term	100 % payment within 21 days from the date of receipt and acceptance of materials or date of submission of bill whichever is later at the consignee end . Payment will be made through electronic fund transfer(EFT) and Electronic clearance system(ECS). Bank detail enclosed.
08	Delivery	50 % quantity within one month from date of issue of order and remaining 50% within next two months. 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. Keeping in view of our urgency earlier delivery will be appreciated. Safe arrival of materials shall be your responsibility.
09	Guarantee/ Warranty	The Multigas detector should have guarantee of 18 months from the date of supply and 12 months from the date of use. Sensor guarantee should be for minimum one year from the date of installation. Battery Guarantee should be for one year from the date of installation.
10	L.D. Clause	<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 is 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</p>

*Valid*

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<p>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>		11	Model	Gas Alert Micro 5 IR
		12	After Sales Service	The firm will extend after sales service to the end user.
		13	Make	Honeywell
<p><b>14 Price Fall Clause</b> 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.</p> <p>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 CGM(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.</p>		15	Consignee	The Depot Officer, Central Stores Ekra, BCCL, Dhanbad.
		16	Paying Authority	GM(F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
		17	Inspection	As per Annexure-A. Final inspection by consignee end by GM (S&R)/C or his authorised representative.
<p><b>18 Performance Bank guarantee</b></p>		<p>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 &amp; insurance charges &amp; 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 Performance Bank Guarantee shall be valid for life time of equipment [ie 5(five)] years. It shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. No payment will be made without submission of Performance Bank Guarantee. PBG may be submitted either for the entire order quantity at a time or each no./set wise.</p>		




19	<b>Force Majeure Clause</b> 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: 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. 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. 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 consideration in their quotations.
20	<b>Security Deposit</b> You have to deposit as Security money 10% of the order value (including Taxes, duties and other charges if any to the FOR destination basis) without having any ceiling limit in the form of cash/Bank Draft/Bank guarantee within 15 days from the date of order. The BG should be valid for a period of three months beyond the delivery schedule. If successful bidders fail to deposit the security deposit within 15 days from the date of order the same shall be recorded as unsatisfactory performance for future dealing apart from taking any other penal action as may be deemed fit by BCCL. SD 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 .
21	<b>Price Certification</b> You will certify on their bills that the prices charged to BCCL is not higher than as charged to other Govt. Under Taking /govt. Deptt and others organizations
22	<b>Jurisdiction</b> Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High court only
23	<b>Import documents</b> You shall furnish the following import documents along with final bill for import items a) Copy of original packing list/invoice b) Copy of bill of lading/Airwaybill c) Copy of bill of entry d) Certificate from the principal for genuineness of the supplied






	items.	The original of above documents should be available for verification if demanded by the consignee.
24	Auditor's certificate for imported items	A certificate from your auditor certifying that they have paid custom duty as per prevailing custom rate and refund if any shall be passed on to the buyer should be submitted along with supplies/bills.
25	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.
26	<b>Inspection &amp; test clause</b> 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. ii)The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes. 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. 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. 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. vi)Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.	
27	<b>Name of Local Contact Person with complete address:-Mr Praveen Kumar Praveen Manager( Mining Safety)</b> Mob:- 09693576968, 09771773870 Address:- M/s Swati Safesecure Equipments (P) Ltd 901, Krushal Complex, Above Shoppers stop, GM Road, Chennaiur (W) Mumbai- 400 089  Regional Office:- Gita Bhavan, Doctor's Colony Jageevan Nagar, Saraidhela Dhanbad, Jharkhand – 826001	




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 D(F) vide diary no. 2/235 dtd 24.06.2014 and approval of CMD vide diary no. 557/F dtd 25.06.2014. 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.

**Encl :** Annexure-A (Technical details)&PBG & SD Format

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

(A K Sinha)

Sr. Manager (MM)Pur

(A K Chaudhary)  
GM (MM)S

**INDENT REFERENCE:-** This order is placed against Indent given below:

Indent nos. and Date	Budget Certification Details.
GM I/C(S&R)/13-14 dt 05.08.2013 for 50 nos of DGMS approved multigas detectors. I R no. 713200 dtd 16.10.2013	i) e-BC No: BCCL/C & B/ CAP/ Reg. PN-12/ SN81/eBC no. 151 (Cap 14-15) dated 04.07.2014 head P&M, GM (MM)HQ for Rs 1,01,38,125.00 (Rupees One crore one lakh thirty eight thousand one hundred twenty five only) corresponding e-FC No: 78 dated 5.07.2014 for Rs 1,01,38,125.00 (Rupees One crore one lakh thirty eight thousand one hundred twenty five only)

Copy to:

1. Depot Officer, Ekra Central Store.
2. GM(F)/MM, Purchase Finance Department, Koyla Bhawan.
3. GM I/C (S&R), Koyla Bhawan.
4. MM(Tech Cell), MM Div, Koyla Bhawan.
5. IEM: Shri Nareesh Chaurvedi, IAS ( Retd), CL-14, Sector-II, Salt Lake, Kolkata- 700091
6. Master File/Office Copy.
7. M/s Honeywell International India Pvt Ltd – Gurgaon -In reference to your letter no. Honeywell/Ssepl/BCCL/21-11-2013 dtd 21.12.2013
8. GM(MM)/GM(MM), CCL,NCL/WCL/SECL/MCL/ECL

## BANK Detail

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/s Swati Safesecure Equipments (P) Ltd 901, Krushal Complex, Above Shoppers stop, GM Road, Chembur (W) Mumbai- 400 089
2	PARTICULARS OF BANK ACCOUNT:	
	A.BANK NAME:	Punjab National Bank
	B.BRANCH NAME:(Including RTGS Code)	Ghatkopar (East), PUNB0409300 53, S.P. Mukherjee Road, Kolkata-26
	ADDRESS:	Sidhi Apartments Tilak Road, Ghatkopar (E), Mumbai - 400077
	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)	Account Type - Current
	E.LEDGER NO./LEDGER FOLIO NUMBER:	
	F.ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	A/C No.4093002100020847




ANNEXURE-"A"

Technical Specifications for DGMS Approved Multigas Detector

1. The word multigas detector wherever used in this specification shall mean multigas detector complete with individual rechargeable power pack. Complete multigas detector should be DGMS Approved.
2. The supplier shall have valid DGMS approval (main and extension thereof) on the date of opening of tender as well as on the date of supply of material to the consignee.
3. The DGMS Approval no should be marked/engraved/embossed on the body of multi gas detector.
4. The supplier shall submit duly notarized & self attested copy of the main DGMS approval as well as extension of the same, with the offer as well as the time of supply of the multigas detector.
5. The multigas detector without charger shall be portable, pocket size and display should be digital.
6. The samples of the supplied instruments shall be tested at CIMFR or any Govt recognized test house for which cost will be borne by the supplier & if the test result is not satisfactory the whole lot will be rejected without making any payment for the lot.
7. After sales service along with calibration facility should be available locally at Dhanbad.
8. The instrument should be able to work effectively in atmospheric temperature up to 50 Degree C and relative humidity of 100%.
9. It should be suitable for degree I, II & III.
10. It should be able to measure Methane, carbon monoxide, carbon dioxide & oxygen.
11. There should be audio-visual alarm arrangement for different gases at different threshold limits.
12. Party must have local establishment with sufficient number of technicians and sufficient number of quality spares to cater the need of after sales service.
13. Party must provide training for use of multigas detector at centralized place for users.
14. The multigas detector should have guaranty of 18 months from the date of supply or 12 months from the date of use.

SM (MM)

GM (MM)S



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

Messrs. \_\_\_\_\_, a Company having its office \_\_\_\_\_, dated \_\_\_\_\_  
(hereinafter called the Contractor) has entered into a Contract No. \_\_\_\_\_  
\_\_\_\_\_ (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 electing 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.

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.

[ 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.]

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

FORMAT OF PERFORMANCE BANK GUARANTEE  
(RS.250 non-judicial stamp paper)

1. Messrs ----- a company having its office at -----  
 dt.----- (hereinafter called the Seller has entered into a Contract No.-----  
 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 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,----- 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.  
 [ 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 th. Branch :  
 Location & address :

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

Date----- Day of ----- 20-----  
 For ----- Bank Limited  
 Signature of the authorised person  
 for and on behalf of the Bank