

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)

SUPPLY/PURCHASE ORDER

Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

BY Speed post / REGD.POST Dt.06.06.2014

Ref no:- PUR/712236 / Reviving Apparatus etc/14-15/23

To
M/s Joseph Leslie Dynamiks Mfg. Pvt. Ltd
Leslico house, 4 th floor,
87-C Prof V.S Agashe Road, Dadar West
Mumbai 400028, ph-022 32009588 (Vendor Code :- 1/06/M/T/038)

Ref: i.) BCCL Tender No: PUR/Pur/712236/Reviving Apparatus/12-13/134 opened on 06.05.2013 (off line) and 07.05.2013 (on line)

ii. Your offer No. JLD/BCCL/TA/034/13-14 dtd 2.05.2013with a letter of authorization by Principal M/s O-Two Medicals Technologies Inc. read along with subsequent correspondences and your last letter dated 03.06.2014.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place Purchase order on you for supply of DGMS Approved Resuscitating/Reviving Apparatus complete set with all accessories and tool kit & Testing kit at the following technical specification, price and terms and conditions:

### Scope of Supply

sl No.	Description	Qty in nos.	Unit Rate in Rs	Extended Value	in Rs.
31 140.	Description .	Qty III ilos.	Omit Rate miks	Extended value	111 185.
1	Resuscitating Apparatus/ Reviving Apparatus with all accessories and tool	26	234012.00	6084312.00	· 1
	kit (DGMS approved) Mat code92029990184				
2	Testing Kit(tester) for Reviving Apparatus Mat code 92029990196	03	277190.00	831570.00	
	(Detail technical Specification enclosed as Annexure-A		Sub Total	6915882.00	
		Extra CST @2%		138317.64	
		Total Landed value in Rs		7054199.64	

Landed value: Rs. Seventy Lakh fifty four thousand one hundred ninety nine and paise sixty four only).

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(Contd. Page -2)

01	Price	Firm till execution of the contract & F O R Destination basis.		
02	Ed &Ed cess	Not Applicable , However if applicable CENVAT credit towards CVD & SA (Countervailing duty and Special additional duty ) 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 &	Inclusive	be issued by the Consignee.	
	forwarding	The second secon		
05	Frt. & Ins.	Inclusive	Property and the second	
06	Payment Term	Payment of 80% value of the equipment and accessories and 100% taxes and duties at 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 GM I/C (S&R) to the effect that the equipment has been erected and commissioned to their entire satisfaction. However, if the equipment not put to use by the project within 60 days from the date of receipt and acceptance consignee's end, the balance 20% shall be released. No payment will be made without submission of Performance Bank Guarantee.  Payment will be made through electronic fund transfer(EFT) and Electronic clearance system(ECS).  Bank Details:  VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER' M/s Joseph Leslie Dynamiks Mfg.		
		(With Telephone No. & Fax No.)	Pvt. Ltd, Leslico house, 4 th floor,87-C Prof V. Agashe Road,Dadar West Mumbai 400028, ph-022 32009588	
		PARTICULARS OF BANK ACCOUNT:	Pan no. AAACJ2779A	
		A.BANK NAME:	Vijaya Bank,	
		B.BRANCH NAME:(Including RTGS Code)	Mahim Branch,Branch code 5011,Mumbai VIJB0005011	
		ADDRESS:	L J Road Mahim Mumbai 400016	
		C.9-DIGIT CODE NUMBER OF THE BANK & BRANCH	400029011	
	ONLY SAME SAME	(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)	Cash Credit	
	A Charles To I	E.LEDGER NO./LEDGER FOLIO NUMBER:  F.ACCOUNT NUMBER (CORE BANKING) &  STYLE OF ACCOUNT (As appearing on the Cheque Book)	501106210250002	
07	Delivery	Supply shall be completed within 20 weeks from the date of receipt of order. Delivery schedule shall be reckoned from the 10 <sup>th</sup> day from the date of order and the date of receipt of material at Ekra store shall be treated as the date of delivery.  NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account).  You will supply one complete set of reviving (resuscitating) apparatus for demonstration at user end (Mines Rescue Station Dhansar). After successful performance and certified by G.M. (Rescue) the total lot will be supplied.		

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08	Guarantee/ Warranty	You shall give two years warrantee /guarantee of the apparatus after commissioning of the same, but in case of reducer/regulator such guarantee shall be of 6(six) years and for cylinder such guarantee shall be of 9(nine) years after commissioning of apparatus. You shall provide further 2 (two) years guarantee for proper functioning of reducer after overhauling, you shall ensure easy availability of spares and services till the life of
		equipment
09	Price Fall & L.D. Clause	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:  a) To recover from successful tenderer, as agreed liquidated damages, a sum not less
		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.  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 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 d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause(a) above.  e)To encash any Bank guarantee which is available for recovery of the penalty or f)To forfeit the security deposit full or in part.  g) Whenever under the contract a sum of money is recoverable from and payable by 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.
		Price Fall Clause i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.  ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to 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.

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10	Model	CAREvent CA	
11	After Sales Service	The firm will extend after sales service to the end user.	
12			
12	Make	O-Two Medical Technologies Inc. Canada	
13	Integrity Pact:	Shri Naresh Chaturvedi, IAS (Retd), CL-14, Sector-II, Salt Lake, Kolkata-700091w be independent external monitor against this tender/contract.	
14	Consignee	The Depot Officer, Central Stores Ekra, BCCL, Dhanbad.	
15	Paying Authority	GM(F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Koy Nagar, Dhanbad.	
16	Inspection	Final inspection by consignee end by GM (S&R)I/c or his authorised representative.	
17	Performance	the state of the control of the state of the	
	Bank guarantee	You shall furnish a Performance Bank Guarantee (PBG) equivalent to 10 % of the o value(order value means FOR destination price including taxes, duties, transportatio insurance charges & other charges if any). The performance guarantee shall be submi in the form of Bank Guarantee issued by a scheduled Bank /Nationalised Bank on judicial Stamp paper valuing Rs. 250.00. The Bank Guarantee shall be valid for the months beyond the expiry of Guarantee/Warranty period. It shall have to be submitte MM Division, BCCL, Koyla Bhawan on or before commencement of supply. payment will be made without submission of Performance Bank Guarantee . PBG may	
	I a see that	submitted either for the entire order quantity at a time or each no./set wise.	
18	Force Majeure	If the execution of the contract/supply order is delayed beyond the period stipulated in	
	Clause	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 addition	
		time by extending the delivery period, as it considers to be justified by the circumstar 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 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 de lasting out of Force Majeure, BCCL will reserve the right to cancel the contract a provisions governing termination of contract, as stated in the bid documents will	
	Enumblemates ( ) as a second (	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 caus of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra cos provided it is mutually established that Force Majeure Conditions did actually exis 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 bid and state whether they have been taken into consideration in their quotations.	
19	Security	You have to deposit as Security money 10% of the order value (including Taxes, dutie	
	Deposit	and other charges if any to the FOR destination basis) without having any ceiling limit the form of cash/Bank Draft/Bank guarantee within 15 days from the date of order. 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 apar from taking any other penal action as may be deemed fit by BCCL.SD shall be refunde 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 bank guarantee should be submitted on Rs.250/ non judicial stamp paper.	

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20	Price	You will certify on their bills that the prices charged to BCCL is not higher than as		
	Certification	charged to other Govt. Under Taking / Deptt and others organisations		
21	Jurisdiction	Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High court only		
22	Inspection and	i)The purchaser or its authorized representative shall have the right to inspect and/or to		
	Test clause	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		
l light		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		
	1 3	assistance, including access to drawings and production data, shall be furnished to the		
	a 1 %	inspectors at no charge to the purchaser.		
- 1444	Car trackets	iv)Should any inspected or tested Goods fail to conform to the specifications, the		
	Coper of Survey	purchaser may reject them and the supplier shall replace the rejected goods and make all		
7	till and the	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		
	and the second	considered as final. This shall in no way be limited or waived by reason of the Goods		
	a No.	having previously been inspected, tested and passed by the Purchaser or its		
V .		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.		
23	Import	You shall furnish the following import documents along with final bill for import items		
	Documents	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 genuine ness of the supplied items.		
		The original of above documents should be available for verification if demanded by the		
- 1		consignee.		
	Auditor's	A certificate from your auditor certifying that they have paid custom duty as per		
24	certificate for	prevailing custom rate and refund if any shall be passed on to the buyer should be		
	imported items	submitted along with supplies/bills.		

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. 2/1083 dtd 28.03.2014 and approval of CMD vide diary no. 324/F dtd 28.03.2014. 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.

Sr. Manager (MM)Pur

GM (MM)S

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

Indent nos. and Date	Budget Certification Details.
BCCL/GM (R)/Pur/Capital/12-13/04 dtd	i) e-BC No: BCCL/C & B/ CAP/ Reg. PN-
18.09.2012	41/SN05/eBC no. 01 (Cap 14-15) dated 06.06.2014 head
I R no. 713236 dtd 05.01.2013	P&M, GM (MRS) for Rs 70,54,199.64 (Rupees
property of the state of the st	Seventy Lakh fifty four thousand one hundred ninety nine
the contract of the transfer	and paise sixty four only)
A STANDARD OF THE PARTY OF THE PARTY.	corresponding e-FC No: 01dated 06.06.2014 for Rs
and the second of the second o	70,54,199.64 (Rupees Seventy Lakh fifty four thousand
10.100 (10.00)	one hundred ninety nine and paise sixty four 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. GM(Rescue), MRS Dhansar
- 5.MM(Tech Cell), MM Div, Koyla Bhawan.
  - 6. IEM: Shri Naresh Chaturvedi, IAS (Retd), CL-14, Sector-II, Salt Lake, Kolkata-700091
  - 7. Master File/Office Copy.
  - 9. M/S .O-Two Medical Technologies Inc., 75/5 Kimpel Street Mississauga, ON, Canada L5S1C8
  - 10. GM(MM)/GM(MM), CCL,NCL/WCL/SECL/MCL/ECL/CMPDIL

(h) 516/14 SM (MM) GM (MM) S

## Annexure-A

### TECHNICAL SPEIFICATION FOR REVIVING/RESUSCITATING APPARATUS-OTY- 26 Nos

- 1. It should be D.G.M.S Approved, latest developed and confirming the BIS norms=IS 13366: 1992 amended till date, suitable for underground use.
- 2. The valve housing should be constructed of such material that the functioning mechanism is readily visible to the operator that compiles the BIS norms = IS 13366: 1992 amended till date.
- 3. Aspiratory: Expiratory phase time ratio i.e. I: E = 2
- 4. Cylinder, pin Index Valve, pressure regulator etc. Should be of Yoke type valve confirming the BIS norms =IS 13366:1992 amended till date
- 5. The body of the mask should be transparent to allow the operator to observe the patients nose and mouth for breath condensation as evidence of breathing and also for the possible appearance of vomits confirming the BIS norms = IS 13366:1992 amended till date.
- 6. Oxygen Compatibility: All resuscitator should be compatible with and resistant to ignition with O2 concentration and pressure to which the component is exposed.
- 7. It can be applied on an unconscious/conscious patient whose breathing is feeble in unattended position.
- 8. It should be had held pneumatically powered, time volume cycle, intermittent positive pressure type and should be kept in robust carry box.
- 9. Apparatus should have capability to use in underground in Oxygen deficient, irrespirable as well as smoky atmosphere.
- 10. There should be an arrangement of adjustment of tidal volume so that it can be applied on adult as well as on children.
- 11. There should be an arrangement of C.P.R. System of resuscitation and CPR can also be applied efficiently during patient transport.
- 12. Duration of gas supply shall not be less than 40 minutes.
- 13. Maintenance of apparatus should be easy and during washing there should be less no of parts to be dismantled.
- 14. There should be an arrangement to supply oxygen from distance place (approx 9m if required)
- 15. There should be an arrangement of warning system if patient is not breathing.
- 16. There should be an arrangement of of secretion of saliva, mud, blood, vomited material etc., which may choke the airway.
- 17. Function of relief valve should confirm BIS norms= IS 13366:1992.
- 18. Operating and storage temperature range should be =up to 60<sup>u</sup> C.
- 19. All accessories of apparatus should be supplied with each set of apparatus.
- 20. You will supply one complete set of reviving (resuscitating) apparatus for demonstration at user end (Mines Rescue Station Dhansar). After successful performance and certified by G.M. (Rescue) the total lot will be supplied.
- 21. Training/Service/Guarantee/ Warranty etc:
  - a) You shall supply operation maintenance manual in English published by the manufacturer and translated in hindi
  - b) You shall provide training to the personnel of rescue services
  - c) You must have local set up for providing after sales services.
  - d) You shall give two years warranty/guarantee of the apparatus after commissioning of same, but in case of reducer/regulator such guarantee shall be of 6 (six) years and for cylinder such guarantee shall be of 9 (nine) years after commissioning of apparatus.
  - You shall be further 2 years guarantee for proper functioning of reducer after overhauling.
  - f) You shall ensure easy availability of spares and services till the life of the equipment.

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### TECHNICAL SPEIFICATION of Testing Kit (tester) Reviving APPARATUS- QTY- 03 Nos

- 1. <u>Testing Kit</u> (TESTER) is required to test all major functions and parameters of the reviving apparatus to be procured.
- 2. It should check (a) The leakage in the connection in reviving apparatus like all hoses connections and fittings (b) physical damages etc
- 3. It should have arrangement to check the regulator output pressure which is set to deliver the input pressure required by the rescue resuscitator.
- 4. It should have arrangement to measure the exhalation resistance pressure automatic peak flow volume & constant bleed flow.
- 5. It should have arrangement to check the resuscitator for demand valve triggering pressure, manual override pressure and manual override ventilation peak-flow volume.
- 6. It will test the resuscitator for automatic cycling shut –off to ensure that it inhibits the automatic cycling during demand breathing and restart automatic cycling when demand breathing ceases.
- 7. It will test the automatic cycling delay during the performance of cardio pulmonary resuscitation (CPR) to ensure proper restart automatic cycling when performing chest compressions.

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(RS.250 non-judicial stamp paper)	
Messers, a Company having its office	
(hereinafter called the Contractor) has entered into a Contract No	dated
Buyer) to supply equipment on the terms and conditions contained in the said contract.	fter called BCCL,
1. It has been agreed that hundred percent ( 100% ) payment of the value of the equipment will be made to the	o Contractor in
terms of the said contract on the Contractor furnishing to the purchaser a Bank Guarantee for the sum of	le Contractor in
equivalent to 10% of the value of order by the Contractor, as security for the due and faithful performance o	f the terms of the
said contract and against any loss or damage caused to or would be caused to or suffered by Purchaser by reather said Seller of any of the terms and conditions contained in the said contract.	son of any breach by
Thehaving its office athas 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 unwithout any demur, merely on a demand from the Purchase static at the three payables.	inder this guarantee
without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way or caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Seller or an	l loss or damage
conditions contained in the said Contract or by reason of the Seller's failure to perform the said contract. Any	y of the terms and
on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We	such demand made
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. I	However our
liability under this guarantee shall be restricted to an amount not exceeding	lowever, our
3. We,, further agree that the guarantee herein contained shall co	me into force from
the date hereof and shall remain in full force and effect during the period that would be taken for the perform	ance 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 contrac	t 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, that the Purchaser.	haser, 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 forbe the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason	ear or enforce any of
variation or extension being granted to the said Seller or for any forbearance act or omission on the part of the	or any such
indulgence by the Purchaser, to the said Seller or by any such matter or thing whatsoever which under the law	e Purchaser, or any
would but for this provision have effect of so relieving us.	v letating to sureties
The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by th	e Bank beyond the
period specified above, the Bank shall pay to the Purchaser the said sum of(s	specify the amount)
or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.	poemy the uniounty
5. We,	rom time to time at
the request of the BCCL.  5. We,Bank Ltd., lastly undertake not to revoke this guarantee dur	
6. We,Bank Ltd., lastly undertake not to revoke this guarantee dur	ring 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.	
3. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contra	actor.
Dated :	ø
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pank with address and location of the said branch at Dhanbad/Kolkata will be as under:	ranch of issuing
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.]	