S.O. ref No:- BCCL/PUR/117164/Friction Rope Liner/OTE/18-19 /176

### भारत कोकिंग कोल लिमिटेड

(कोल इंडिया लिमिटेड की एक अनुषंगी इकाई)
एक मिनीरत्न कंपनी
पंजीकृत कार्यालय :कोयला भवन , कोयला नगर
धनबाद-826005, CIN :U10101JH1972GOI000918
सामग्री प्रबंधन विभाग
कमर्शियल ब्लॉक L-III , फ़ैक्स-0326-2230183
फ़ोन नंबर-0326-2230181
ईमेल:gmmm@bcclweb.in,
वैबसाइट:www.bcclweb.in



#### **BHARAT COKING COAL LIMITED**

Date: 29.03.2019

( A Subsidiary of Coal India Limited )
A Mini Ratna Company
Regt. Off: Koyla Bhawan ,Koyla Nagar
Dhanbad-826005, CIN:U10101JH1972GOI000918
Materials Management Department
Commercial Block L-III
(Fax No- 0326-2230183)
Phone No.0326-2230181
Email. Id: gmmm@bcclweb.in
Website: www.bcclweb.in

#### SUPPLY/PURCHASE ORDER

#### ORIGINAL BY REGD. POST/BY E-MAIL

Date: 29.03.2019

Ref. No. BCCL/PUR/117164/Friction Rope Liner/OTE/18-19 /176

To,

### M/s S & S Enterprises

72, AC Market, Vinayak Bhawan,

Katras Road, Bank More, Dhanbad-826001

Mobile No. 8235389100, Email: close2nawal@gmail.com

Vendor code: 1/22/D/T/589

GSTIN No.: 20ACJFS1281J1Z7

PAN: ACJFS1281J

Vendor Category: Dealer

## Sub.: Supply of Friction Rope Liner for WEF-6 Cage/Skip Winder Drum

Ref: 1.Our Tender no: BCCL/PUR/117164/Friction Rope Liner/17-18/OTE/81 date 25.01.2018

2. Tender Id: 2018\_BCCL\_93159\_1 opened on 26.02.18

3. Your online offer against above tender vide bid Id no. 275728 dtd 16.02.18 & subsequent Correspondence on the above subject.

Dear Sir,

With reference to the above, we , for and on behalf of BCCL , hereby place <u>PURCHASE ORDER</u> on you for supply of following items as per rate , terms and conditions indicated below :

1.Scope for Supply: Friction Rope Liner for WEF-6 Cage/Skip Winder Drum

S.	Description	Qty	Basic Rate	Extended
N.		(Sets)	(Rs/Unit)	Value (Rs)
1	Supply of Friction Rope Liner of WEF-6 Cage/Skip Winder Drum [Make: Century Industrial Products Pvt. Ltd ]	2	8,46,240.00	16,92,480.00
	GST 18 %	[9%CG	ST+9% SGST]	3,04,646.40
			Total Value	19,97,126.40
	Landed Rate on F.O.R. Destin	19,97,126.00		

[Detailed technical specification will be as per Annexure-'A']

**2.** <u>TOTAL ORDER VALUE</u>: The total material value will be **Rs 19,97,126.00** (Rupees Nineteen Lakh Ninety Seven thousand one hundred twenty six only) on F.O.R. Destination basis.

#### 3. **GST**:

- a) GST shall be paid extra as legally applicable during the scheduled delivery period. Presently applicable GST rate is 18% [9% CGST+9% SGST] as above.
- b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.
- c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
- d) You have to ensure that if BCCL does not be able to avail Input Credit due to your fault then the loss amount to be recovered from you.

Page 1 of 10

Haber

- e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
- f) E-Way bill, if required, shall be arranged by you.
- g) HSN codes and GST rates of the items covered in the above supply order placed will be as under:

SI no.	Item	HSN code	GST rate
1	Friction Rope Liner	3909	18% [9% CGST+9% SGST]

Date: 29.03.2019

h) Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	M/s S & S Enterprises
2	Constitution of Business	PARTNERSHIP
3	Trade Type (Manufacturer/Dealer/Service Provider)	Dealer
4	PAN	ACJFS1281J
6	GSTIN	20ACJFS1281J1Z7

- **4.** <u>Input Tax Credit:</u> BCCL is entitled to avail Input tax credit of above GST amount and it will be availed on the submitting of all the necessary documents required as GST act.
- 5. Freight & Insurance Charges: Nil
- 6. Mode of Dispatch: By Road on F.O.R. Destination, Freight paid basis.

NOTE: You will ensure safe & sound delivery of stores at consignee's end.

- 7. Road Permit: Not required and if required it will be arranged by you.
- 8. <u>Delivery Period</u>: Within 2 Months from placement of supply order.

Delivery period will be reckoned from 10<sup>th</sup> day from the date of placement of order and the date of receipt of materials at our stores shall be treated as the date of delivery. However, keeping in view of our extreme urgency, earliest delivery will be highly appreciated.

(Any increase in the rate of taxes beyond delivery period will be to your account).

9. Consignee & Paying Authority: Consignee & Paying Authority for this order will be as under:

Consignee	Paying Authority		
The Depot Officer, Regional Store	HOD (F)(MM), Purchase Finance, Koyla Bhawan, B.C.C.L.,		
W.J. Area, B.C.C.L.	Dhanbad		

- **10.** <u>Payment Term</u>: 100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers' bills at consignee end, whichever is later.
- **11.** <u>Submission of Bill</u>: 100% value of bill duly stamped, signed & pre-receipted in quadruplicate, as per terms of the order should be submitted for payment to the paying authority through consignee.

Bill should be submitted along with receipted delivery challan in original, Consignee note (if any), packing list if any ,Guarantee/ Warranty certificate,, Price Certificate , documentary evidence of taxes payment if claimed and other relevant documents, as per order should be submitted to the Consignee for payment through Paying Authority (Note – All documents to be submitted shall be duly authenticated).

<u>NB</u>: all documents to be submitted shall be authenticated. No payment will be made without submission of performance Bank Guarantee & security deposit, if covered in order.

**12.** Guarantee /Warranty: Materials supplied should be guaranteed for a period of 12(twelve) months from the date of fitment or 18 months from the date of receipt and acceptance at consignee end , whichever is earlier , against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended within 07 days from the date of receipt of report and replace the materials within 21 days free of cost.

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13. Price Certificate: You should submit a certificate along with bill as stated below:

"The rates of the stores under this contract are the lowest at which we are selling to any other customer/Govt. Deptt./ Subsidiaries of CIL/ Other PSUs . If the materials are sold at any lower rate than that mentioned in this contract to any other agency, the same will automatically be applied to this contract from that date"

Date: 29.03.2019

**14.** <u>Security Deposit</u>: - You are required to deposit 10 % of value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) as security money in the form of Bank Draft /Bank Guarantee within 15 days from the date of order.

In case of SD in the form of BG, The Bank guarantee (as per enclosed format at Appendix-I) issued by the Bank on your behalf in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under "Structural Financial Messaging System".

The detail of beneficiary for issue of BG under SFMS mode are furnished below:

Name of Bank State Bank of India Name of Bank ICICI Bank
Branch name Main Branch Dhanbad Branch name ICICI Bank, Dhanbad
A/C no. 35160317947 OR A/C no. 019605001057
IFSC Code SBIN0000066 IFSC Code ICIC0000196

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 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.

15. Performance Bank Guarantee: PBG on schedule/Nationalized Bank (as per enclosed format at Appendix-II) in India valid for three months beyond the expiry of Guarantee/Warranty period for 10 % value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. PBG may be submitted either for the entire order quantity at a time or each equipment wise/lot wise.

The Performance Bank guarantee (as per enclosed format at Appendix-I) issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode are furnished below:

Name of Bank State Bank of India Name of Bank ICICI Bank Branch name Main Branch Dhanbad Branch name ICICI Bank, Dhanbad A/C no. 35160317947 A/C no. 019605001057 IFSC Code SBIN0000066 OR IFSC Code ICIC0000196

- **16.** <u>Inspection</u> Inspection shall be carried out at the consignee end after receipt of materials by the GM (E&M)I/C, BCCL or their authorized representative.
- 17. Packing Consignment shall be supplied in suitable standard proper packing as per NIT.
- **18.** <u>Transit Insurance</u> Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

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Page 3 of 10

# 19. Penalty for failure to supply in time:

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 this office.

Date: 29.03.2019

In the event of failure to deliver 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 you, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which you have 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 you, on your account and risk, 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 your risk and cost 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 you, 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 you 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, you will pay BCCL on demand the remaining amount. You will not be entitled to any gain under this clause.

#### 20. 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 GM(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.

All other remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our notice inviting tender and as confirmed in your techno-commercially acceptable offer & as per company norms.

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

This contract is concluded with the issuance of this order. Two copies of the order is being sent to you. You are advised to acknowledge the receipt and acceptance of the order by returning one copy duly signed and stamped to this office positively within 15 days, failing which this order shall be deemed to have been accepted by you for execution.

Map

Da.

S.O. ref No:- BCCL/PUR/117164/Friction Rope Liner/OTE/18-19 /176

Enclosure:-1. Annexure-"A" (Technical Specifications & Parameters)

- 2. Appendix-I (SD Format)
- 3. Appendix-II (PBG Format)

#### INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date	Budget Certification no. & dt.	
W.J. Area Indent I MND/IND/P&M/17-18/16 dat 08.06.17 IR No. 117164 dtd 21.12.17	o. BC No BCCL/C&B/CAP/Reg. PN-36/SN-22/eBC No. 1221 dtd. 06.03.19 for Rs 19,97,126.00 ,Head: P & M(Safety) New Job File Org Authority:-GM(W.J. Area) ,UNIT VODE:-2200.	
	e.F.C.No.951 dtd 27.03.19 for Rs 19,97,126.00	

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(Alok Kumar)

Dy Mgr (MM)

(N S Saini

Date: 29.03.2019

GM(MM)

(This has got the concurrence and approval of competent authority)

#### Copy to:

- 1. Depot Officer, Regional Store, W.J. Area, BCCL
- 2. HOD(F)(MM), MM DIV, Koyla Bhawan.
- 3. GM /AM (E&M), W.J. Area, BCCL
- 4. GM(E&M)I/C, E&M Deptt, Koyla Bhawan
- 5. MM(Tech Cell), MM Div, Koyla Bhawan.
- 6. Master File/Office Copy.
- 7. GM(MM) CCL/NCL/WCL/SECL/ECL
- 8. Shri Pramod Deepak Sudhakar, IAS (Retd.) ,Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301
- 9. Shri Aditya Prakash Mishra IRSE (Retd.) , Address: Flat No.-24, Aster-1 , Vatika City, Sohna Road, Sector-49 , Gurgaon-122003
- M/s Century Industrial Products Pvt. Ltd, Address: Chakundi , PO&PS, Dankuni , Coal Complex, Hooghly-712310

# ANNEXURE-'A' TECHNICAL REQUIREMENT AND SPECIFICATIONS

## (A) SCHEDULE OF REQUIREMENT:

SI no	ITEM DESCRIPTION	Quantity
1	Supply of Friction rope Liner of WEF-6 Cage/Skip Winder Drum	2 Sets

# (B) Technical Specifications & Other Parameters:

1.	Item	Technical Specification
1	Friction Rope Liner of WEF-6 CAGE/SKIP WINDER Drum	Drum dia 6 mtr, Rope dia 60 mm, Motor-1600 KW, rpm-45.  Material- Cast Polyurethane.
		Mechanical property- As per enclosed Annexure-I
	*****	Dimension- Approx dimension shown in diagram, final product As Per Sample.
		(Note: Provide Testing Certificate of final product, i.e. Mechanical property which is enclosed as Annexure-I.)
		Remarks: 1. The prospective bidder shall visit the Moonidih mine and ascertain the material and its technical specifications before participating in tender.
		2. BCCL shall select randomly sample of the product and send to any branch of CIPET/ Govt. Test House/ NABL accredited Laboratory/ DGMS approved Laboratory besides obtaining manufacturer test certificate from the bidder to ensure compliance of material quality.
		Minor variation up to 5% in technical parameters shall be considered.  The cost of such tests will have to be borne by the prospective bidder.

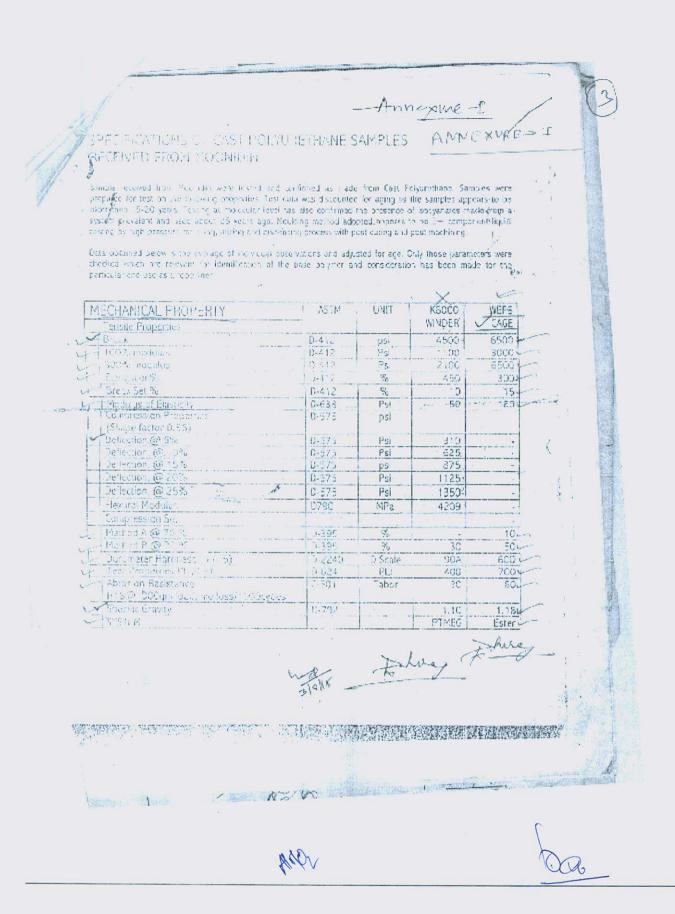
Name of Make: M/s Century Industrial Products Pvt. Ltd

196V

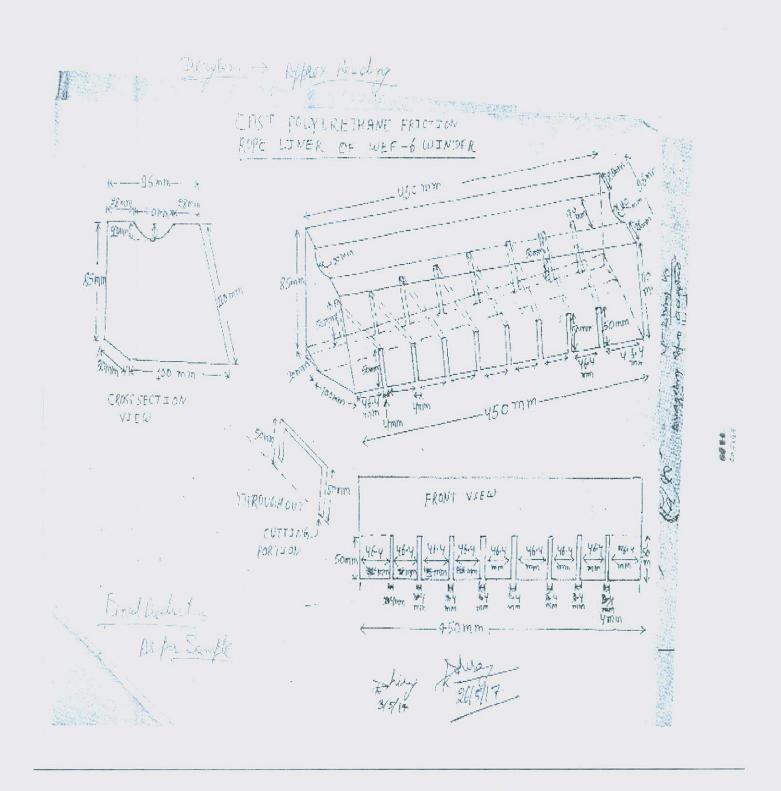
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Date: 29.03.2019

Date: 29.03.2019



Date: 29.03.2019



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## APPENDIX -I FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd. Koyla Bhawan Koyla Nagar

Koyla Nagar				
<u>Dhanbad</u> – 826005				
In consideration of M/	s Bharat Coking Coal Ltd. having	ng its office at Koyla Bh	awan, Koyla Nagar, Dhai	nbad hereinafter called "the
Purchaser" (which expre	ession shall unless repugnant to the Contract No dated	e subject or context includ	ing its successors and assig	gns) having agreed under the
(hereir	nafter called the supplier in conne	ction with supply of	hereinafter called the	"said Contract" to accept a
Deed of Guarantee as he	erein provided for Rs	in lieu of the security depos	it to be made by the suppli	er for their due fulfillment of
the terms contained in	the said Contract, we, the	Bank Limited (herein	after referred to as the sa	id Bank having its office at
	ereby undertake and agree to ind	7.		
	irchaser by reason of any breach of		1.7.0	
	onditionally pay the amount claim			
	Jame of the Bank) do hereby agree			
	by the Bank under this Guarantee			
AND RESIDENCE OF THE PROPERTY	disputed the quantum of amount		and the second s	
	wever, our liability under this Guar			
We, the	(Name of the Bank) do further	agree Guarantee herein con	ntained shall come into for	rce from the date hereof and
shall remain in full force	e and effect up to	Unless demand or clai	m under this Guarantee is	made on us in writing on or
	shall be discharged of all liabilitie			
	me of the Bank) further agree with			
	any manner our obligations herei	the state of the s		
A RESIDENCE OF THE PARTY OF THE	specified items in the Contract from	And the control of th	AND THE PERSON NAMED AND THE PERSON OF THE P	The second secon
	haser against the said supplier and			
	from our liability by the reason			
	sion on the part of the Purchaser			
	under the law relating to sureties tee is required for a longer period			
	er the said sum of or such			VT-
	Name of the Bank) lastly undert	the state of the s		
consent of the Purchase		akes not to revoke this Ge	arantee daring tins carrer	toy except with the previous
The Bank has under its	constitution power, to give this G	uarantee and Mr	Manager who has signed	lit on behalf of the Bank ha
authority to do so.	constitution power, to give this o	darantee and ivit	Wanager who has signed	it on behan of the Bunk na
	ee will not be discharged due to th	e change in the constitution	of the Bank or the Supplie	r.
	are from outstation branch of Dhai	Ü		
address and location	on of the said branch at Dhanbad/K			
Name of the Bank				
Name of the Branc Location & Addre				
	shall be subject to the jurisdiction	of the competent courts at	Dhanbad District only.1	
	e issued by the Bank on behalf of			shall be in paper form as wel
	tructural Financial Messaging Syst	tem". The detail of benefici	ary for issue of BG under S	SFMS mode are furnished
below:				
Name of Bank	State Bank of India		Name of Bank	ICICI Bank
Branch name	Main Branch Dhanbad		Branch name	ICICI Bank, Dhanbad
A/C no.	35160317947	OR	A/C no.	019605001057
IFSC Code	SBIN0000066	OK	IFSC Code	ICIC0000196
Datedd	ay of		Signature of the	authorized person
For	Bank		For and on beh	
		770	Emp. C	ode.
	Hack			
			ue	_

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## **APPENDIX -II**

### FORMAT OF PERFORMANCE BANK GUARANTEE

(Name of the Bank) 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 he 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 is 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 needing between purchase and the seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding—  (Name of the Bank) further agree that the guarantee herein contained shall come into force from the tate hereof and shall remain in full force and effect during the period 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 he terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharged the utarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ——————————————————————————————————					at
iven					
aid Contract  It has been agreed that hundred percentage( 100% ) payment of the value of the equipment will be made to the seller in the erms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee for the sum of ———————————————————————————————————					
It has been agreed that hundred percentaget 100% payment of the value of the equipment will be made to the seller in the erms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee for the sum of		(herei	inafter called, the Purchase	er) to supply equipmen	t on the terms and conditions in the
erms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee for the sum of ———————————————————————————————————					
he value of each equipment and accessories dispatched by the seller as security for the due and faithful performance of the terms of the aid 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.  ———————————————————————————————————					
aid 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———————————————————————————————————					
reconditions contained in the said contract.  The———————————————————————————————————					
The————————————————————————————————————	said contract and ag	ainst any loss or damage caus	ed to or would be caused to	or suffered by the pur	chaser by reason of any of the terms
ther contained.  2. We,					
2. We	The	Bank having its	office at ha	s at the request of selle	r agreed to give the guarantee herein
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 he 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 dispated the purchaser of the said sputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is sending between purchase and the seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding	after contained.				
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 he 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 is regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the seller tast disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is sending between purchase and the seller regarding the claim. However, our liability under this guarantee shall be restricted to an immount not exceeding.  (Name of the Bank) further agree that the guarantee herein contained shall come into force from the tate hereof and shall remain in full force and effect during the period of the said contract that is shall continue to be enforceable till till 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 he terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharged the heterafter.  (Name of the Bank) further agree with the purchaser, that the purchaser, shall have the fullest liberty without our consent and vithout affecting in any manner no obligations hereunder to vary any of the terms and conditions relating to the said contract and we shall be offered by the said seller and to forbear or enforce any of the terms and conditions relating to the purchaser, against the said seller and to forbear or enforce any of the terms and conditions relating to the purchaser or or only such variation or extension being granted to the said seller to for purchase the purchaser, against the said seller and to forbear or enforce any of the terms and conditions relating to the powers exercisable by the purchaser, against the said seller and to forbear or enforce any of the terms and conditions rela	2. We,	(Name of the Ba	nk) do hereby undertake t	o pay the amounts du	e and payable under this guarantee
he 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 s regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the seller said silpated its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is ending between purchase and the seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount on exceeding.  (Name of the Bank) further agree that the guarantee herein contained shall comine to be enforceable till 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 he terms and conditions of the said contract have been fully paid and its claim satisfied or purchase certified that he terms and conditions of the said contract have been fully paid and its claim satisfied or purchase certified that he terms and conditions of the said contract have been fully paid and its claim satisfied or purchase certified that he terms and conditions of the said contract have been fully paid and its claim satisfied or purchase certified that he terms and conditions of the said contract of the surface the terms and conditions of the said contract of the surface the terms and conditions of the said contract of the surface the terms and conditions of the said contract or to extend time of performance by the said selfers) from time to time or to postspone for any time or from time to time any any forms of 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, any indulgence by the purchaser to the said seller by any such matter or thing whatsoever which under the law relating to surcties would be for this provision have effect of an relieving us. The Ban	without any demur	merely on a demand from the	purchaser stating that the an	nount claimed is due by	way of loss or damage caused to or
is 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 sending between purchase and the seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding	would be caused to	or suffered by the purchaser b	y reason of any breach by the	ne said seller of any of	the terms or conditions contained in
is 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 sending between purchase and the seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding	the said contract or	by reason of the seller's failur	e to perform the said contra	ct. Any such demand n	nade on the Bank shall be conclusive
nending between purchase and the seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding ————————————————————————————————————	as regards the amou	nt due and payable by the Ban	k under this guarantee. We	shall not withhold the	payment on the ground that the seller
nending between purchase and the seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding ————————————————————————————————————	has disputed its liab	pility to pay or has disputed t	he quantum of the amount	or that any arbitration	on proceeding or legal proceeding is
mount not exceeding ————————————————————————————————————					
i. We., (Name of the Bank) further agree that the guarantee herein contained shall come into force from the late hereof and shall remain in full force and effect during the period of the said contract and that it shall continue to be enforceable till 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 he terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharged the tearantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (date to be given—period of contract + 90 days from the date of Bank Guarantee) we shall be discharged from all liability under this guarantee hereafter.  I. We., (Name of the Bank) further agree with the purchaser, that the purchaser , shall have the fullest liberty without our consent and vithout 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 (shall seller and to forbear or enforce any) of the terms and conditions of 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 within under the law relating to sureties would be for this provision have effect of an relieving us. The Bank further agrees that in case his 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 his purchaser the said sum of (his purchaser) and the purchaser and as the purchaser may demand.  I. We. (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous onsent of the purchaser, in writing.  I. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.  In case the Bank as under its constitution power to give this guar					
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consent of the purchaser, in writing.  The Bank has under its constitution power to give this guarantee and Mr.———Manager, who has signed it on behalf of he Bank has authority to do so.  This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the 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 the Branch:  Cocation & address:  The BG shall be subject to the jurisdiction of the Civil courts Dhanbad District only.]  The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode platform are furnished below:  Name of Bank State Bank of India  Branch name Main Branch Dhanbad  A/C no. 35160317947  OR  Name of Bank ICICI Bank  Branch name ICICI Bank, Dhanbad  Branch name ICICI Bank, Dhanbad  A/C no. 019605001057  IFSC Code SBIN0000066  OR  Signature of the authorised person for and on behalf of the Bank					
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he 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 the Branch  Cocation & address:  The BG shall be subject to the jurisdiction of the Civil courts Dhanbad District only.]  The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode platform are furnished below:  Name of Bank  State Bank of India  Name of Bank  Branch name  Main Branch Dhanbad  A/C no.  35160317947  OR  IFSC Code  SBIN0000066  OR  Signature of the authorised person for and on behalf of the Bank			oive this quarantee and Mr.	Mana	ger who has signed it on behalf of
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