

BHARAT COKING COAL LIMITED
 (A Subsidiary of Coal India Limited) Office
 of the General Manager(MM)
 Materials Management Department
 Commercial Block L-III , KoylaBhawan, Dhanbad :
 826005(Fax No- 0326-2230183)

**SUPPLY /
PURCHASEORDER**
 Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

BY REGD.POST / SPEED POST

Ref no: BCCL/PUR/ 713197/SCBA/safety/14-15/114

Dt.29.09.2014

To,

M/s Power Tech Mining Pvt. Ltd.

27, GT Road, Fatehpur

Po: Sitarampur-713359

Asansole ,dist : Burdwan(WB)

Email :shantanu_powertech@yahoo.com

Fax No:-03412257031

VENDOR CODE:- 1/12/D/T/263

Sub. : Supply of 55(Fifty five) nos. DGMS approved closed circuit positive pressure type Self contained Breathing Apparatus (SCBA) and 3 (three) nos. of Testing Machine (Portable universal tester) for SCBA.

Ref :i)This office Tender Enquiry NoBCCL/PUR/713197/SCBA/open global e-tender/92 due and opened on 28.01.2014(off line) and on dtd29.01.2014 (on line)

ii) Your offer No. PTMPL/13-14/80dtd16.01.2014 with a letter of authorization by Principal M/s Biomarine Inc. and subsequent correspondences on the above Subject and your last letter dated 21.08.2014

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of 55(Fifty five) nos. DGMS approved closed circuit positive pressure type Self contained Breathing Apparatus (SCBA) and 3 (three) nos. of Testing Machine (Portable universal tester) for SCBA at the following price, terms and conditions:

Scope of supply

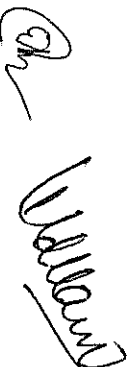
SN	Description	Qty. (Nos)	Basic Unit Rate (Rs.)	Extended Value (Rs.)
1	DGMS approved Self Contained breathing apparatus (SCBA) [closed circuit positive pressure type 2 P class conforming IS 10245 (part -I and its amendment no. 1 of Sept. 2007] and latest amendments if any and equipped with accessories as per detail technical specification enclosed as Annexure-A Make -BiomarineInc,USA (Mat code- 92069990245) Model- Biopak 240R	55	635000.00	34925000.00
2	Testing machine for SCBA Make -BiomarineInc,USA (Mat code- 92069990257) (Maintenance Tool Kit) Extra CST @ 2 %	03	No cost	698500.00
	Total Landed Value in Rs.			3,56,23,500.00

(Total contractual value – Rs. Three Crore Fifty six Lakh Twenty Three Thousand and Five hundred only)

(Signature)

Terms and Conditions :

01	Price	Firm till execution of the contract & F O R Destination basis.
02	CVD ,Custom cess and SAD	As BCCL is eligible for CENVAT credit ,to avail the amount indicated towards CVD & SAD (Countervailing duty and Special additional duty) shall be passed on @ rate of 4% or at actual at the time of supply for which required documents as per NIT 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	Inclusive, Stores should be securely packed as per standard practices/BIS norm to withstand the rigors of transport to prevent any loss /damage and pilferage in transit.
05	Fr. & Ins.	Not applicable
06	Payment Term	Payment of 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 through e-payment . 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 (Rescue)/ GM I/C (S&R) 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. 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 detail enclosed.
07	Delivery schedule	Supply of items should be within 6 (six) months from the date of receipt of order . 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. Safe arrival of materials at consignee shall be your responsibility.
08	Guarantee/ Warranty	Warranty period for SCBA shall be two years and consumable spares for maintaining the apparatus during warranty period should be supplied free of cost. The warranty period of the Pressure Reducer/Pressure regulator should be minimum 05 years (five) years and consumable spares required for maintaining the pressure reducer/Pressure Regulator during warranty period should be supplied at free of cost. SCBA should be guaranteed for at least 20 years service life you must supply the spares and service during whole service life of apparatus.



09	<p>L.D. Clause</p> <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 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	<p>Price Fall Clause)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 , KoylaBhawan , 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>

The image shows a handwritten signature and initials. The signature is written in dark ink and appears to be 'M. M. M.' or similar. Below it, there are initials that look like 'ER' or 'AR'.

11	After Sales Service	You should have to extend after sales service to the end user through out the life of the apparatus. For this contact detail is as under : M/s Power Tech Mining Pvt. Ltd. 27, GT Road, Fatehpur, PO: Sitarampur 713359, Asansole Dist-Burdwan Fax no. 2257031 phone no. 03412259180.
12	Make, model	Biomarine Inc., USA (earlier known BiomarineNtron Inc., USA), Biopak240 R
13	Consignee	The Depot Officer, Central Stores Ekra, BCCL, Dhanbad.
14	Paying Authority	HOD(F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., KoylaBhawan, Koyla Nagar, Dhanbad.
15	Inspection	Final inspection by consignee end by GM (S&R)/I/c or his authorised representative.
16	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 Performance Bank Guarantee shall be valid for a period of 66 months from the date of receipt and acceptance of the SCBA with other accessories if any. It shall have to be submitted to MM Division, BCCL, KoylaBhawan 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.
17	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 outbreak 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 exist.</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 consideration in their quotations.</p>



18	Security Deposit	<p>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 Bank Draft/Bank guarantee of Scheduled or nationalized Bank 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</p>
19	Price Certification	<p>You will certify on the bills that the prices charged to BCCL is not higher than as charged to other Govt. Under Taking / Deptt and other organizations. If the materials are sold at any lower rate than mentioned herein to any other agency the same will be automatically be applied to this contract from the date.</p>
20	DGMS approval	<p>The SCBA should possess relevant DGMS approval. Photo copies in duplicate of valid DGMS approval must accompany each consignment supplied.</p>
21	Inspection & test clause 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 are 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.	
22	Import Documents	<p>You shall furnish the following import documents along with final bill for import items</p> <ul style="list-style-type: none"> 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. <p>The original of above documents should be available for verification if demanded by the consignee.</p>

23	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.
24	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. Manufacturer's test certificate and guarantee certificate should be provided with each supply.
25	Jurisdiction	Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High court only

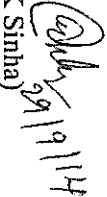
ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONGWITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NOTICE INVITING TENDER AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.


N.B.- This issues with the approval of BCCCL Board of Directors in the 310th meeting held on 12.09.2014 which has been communicated by Company Secretary vide reference no. BCCCL:CS:F-1(A):635 dtd 23.09.2014. 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.
BCCL/GM (R) /Capital/ 12-13/07 dtd 02.01.2013 IR no. 713197 dtd 17.10.2013	i) e-BC No: BCCL/C & B/ CAP/ Reg. PN- 41/SN10/eBC no. 279 (Cap 14-15) dated 27.09.2014 head P&M(Safety), GM (MM)HQ for Rs3,56,23,500.00 (Rupees Three Crore Fifty Six lakh twenty three thousand five hundred only) corresponding e-FC No: 184 dated 27.09.2014 for Rs3,56,23,500.00 (Rupees Three Crore Fifty Six lakh twenty three thousand five hundred only)

Copy to:

1. Depot Officer, Ekra Central Store. (A/c Rescue Station Dhansar, BCCL)
2. GM(F)MM, Purchase Finance Department, KoylaBhawan.
3. GM I/C (S&R), KoylaBhawan.
4. GM (R), BCCL, Dhansar, Dhanbad
5. Co. Secretary : BCCL HQ: It issues as per approval of BCCL Board of Directors communicated vide ref no.
- BCCL-CS:F-1(A):635 dtd 23.09.2014 of Co Secretary agenda item no. 310.3J of 310th BCCL Board meeting held on 12.09.2014
- ~~6. MM(Tech Cell), MM Div, KoylaBhawan.~~
7. IEM: Shri Naresh Chaturvedi, IAS (Retd), CL-14, Sector-II, Salt Lake, Kolkata- 700091 8.Master File/Office Copy.
9. M/s Biomarine Inc, A wholly owned subsidiary of Neutronics Inc. 456, Creamery Way, Exton, Pennsylvania-19341 (USA) (By air mail) -In reference to your letter dtd 17.12.2013 authorising M/s Powe Tech Mining Pvt. Ltd. to quote against this tender on behalf of M/s Biomarine Inc.
10. GM(MM)/GM(MM), CCL,NCL,WCL/SECL/MCL/ECL

Chakrabarti
 SM (MM) 29/9/14

Udumbar
 GM (MM)S 28/9/14

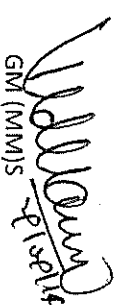
ANNEXURE-"A"**TECHNICAL SPECIFICATIONS OF DGMS Approved SELF CONTAINED CLOSED CIRCUIT BREATHING APPARATUS (SCBA) IN COMPOSITE FORMAT:-**

Description : Self contained Closed Circuit Oxygen Breathing apparatus complete with all accessories and tool kit.It should be DGMS approved closed circuit positive pressure type 2P class of apparatus confirming IS :10254(part-I) 1996 and its amendment no.1 of Sept.2007 and detailed as under:

1. SCBA must have a valid DGMS approval for use in U.G. & approval is to be renewed from time to time till its entire service life of 20 years.
2. SCBA must comply IS: 10245(Part 1):1996, its amendment no.1 of September 2007 and latest amendments if any.
3. Class of apparatus- Positive Pressure as per amendment no-1 of September 2007 to IS:10245 Part I(first revision)
4. SCBA should be designed for 04 Hours duration. It should be used for at least two hours (minimum usable time).
5. Apparatus should be equipped with full face mask or mouth piece. Apparatus should be back worn with ergonomically designed carrying shell and well padded waist belt.
6. SCBA should have 02 (two) years warranty period and consumable spares for maintaining the apparatus during warranty period should be supplied at free of cost by supplier
7. Warranty period of the pressure reducer/pressure regulator should be minimum 05 (five) years.
8. SCBA should be Guaranteed for at least 20(twenty) years service life. The manufacturer must supply the spares and service during whole service life of the apparatus.
9. SCBA must contain monitoring/warning devices as per MRR-1985.
10. Tool Kit (List of accessories and the items mentioned in the toolkit if any) to be supplied during delivery of the SCBA.
11. A cooling arrangement should be provided with the SCBA to cool the breathed air.
12. SCBA should be provided with refillable canister for rechargeable CO2.
13. The supplier must have a local set up for speedy service/ maintenance of SCBA after sale service.
14. Training for use and maintenance of the apparatus should be provided by the supplier at the user end with the help of an experienced service engineer. Technical specification and manual must be supplied and duly authenticated by the OEM. OEM has to provide local set up for speedy service /maintenance of SCBA
15. **TESTING:** Routine testing of apparatus should be made possible with the testing facility available at the Rescue Services of BCCL at MRS Dhanbad either by providing suitable arrangement /testers.
16. Each cylinder supplied along with the self contained breathing apparatus should be accompanied with a certificate from relevant authority at the time of supply. The supplied cylinder should be suitable for use in connection with our existing filling pump of G 3/4" connection.
17. Suitable testing device for offered SCBA shall be provided in order to carry out routine testing of SCBA as per Statute –A total of 3 nos. of testing device (Biomarine Inc. USA make)to be supplied at no extra cost ie on no charge basis.

SM (MM)

GM (MMS)



P. S. Prasad
GM (MMS)

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 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 oustination 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. Messers ----- a company having its office at ----- hereinafter called the Seller has entered into a Contract No. ----- (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 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 the 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

BANK Detail

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/s Power Tech Mining Pvt. Ltd. 27, GT Road, Fatehpur Po: Sitarampur-713359 Asansole, dist : Burdwan(WB) Fax No:-03412257031 VENDOR CODE:- 1/12/D/T/263
2	PARTICULARS OF BANK ACCOUNT:	
	A.BANK NAME:	Syndicate Bank
	B.BRANCH NAME:(Including RTGS Code)	Hutton Road Branch , Asansole
	ADDRESS:	16,GC Mitra Road(Hunton Road)Asansole 713301
	C.9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	IFSC code- SYNB0009520
	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:	PAN no. AAFCP3993H
	F.ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	A/C No.95201400000070

