

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited) Office of the General Manager(MM)

Koyla Bhawan : Koyla Nagar

Dhanbad: 826 005

GRAM ; KOKINGKOL (Phone No. 0326 – 2230181 (Fax No. 0326 -2230183)

Ref. No.PUR/200092/Coil & Commutator/SWS/12-13./29

dtd. 24.05.2012

PURCHSE ORDER
BY REGD.POST
Vendor code -1/13/M/G/631

To M/s. Kisan Enterprises II/D/101 Industrial Area Bokaro Steel City 827 014 Bokaro

Dear Sirs,

Sub: Supply of Coil & Commutator for Motor Generator for Excavator

Ref: i) Our tender no. Pur/200092/Coil & Commutator/Excavator motor/ generator/ 10-11/domestic/e-tender/104 opened off line on (dtd 20.01.2011)and on line on (dtd 21.01.2011).

ii) Your offer No. KE/BCCL/10-11/93 dtd 05.01.2011 and subsequent letters dtd 19.04.2011, dtd 20.09.2011, dtd 25.10.2011dtd 30.11.2011 dtd 5.05.2011 .

With reference to above we, for and on behalf of BCCL, hereby place order for supply of Coil & Commutator (Compole coil) for Motor Generator as per as per detail of item description , quantity, rate and value along with technical specification as per Annexure-A and other terms and conditions as given hereunder :

Scope of Supply

	pe or suppry						
NIT Ite m Sl no.	Mat code	Description	Drawing Ref.	UM	Qty	Rate in Rs	Value in Rs
30	15501975313	COMPOLE COIL ASSY. FOR 120KW DC SWING GENERATOR OF EKG / EQC 4.6 Cu.M / 5.0 Cu.M SHOVEL	BHEL DRAWING NO - 24133238026 (COMPOLE) 34133238017(STAB.	SET (1set = 04 pair of coils)	1	34000.00	34000.00
					Sub to	otal	34000.00
					Extra \	/at @ 5%	1700.00
					Landed Value Rs		35700.00

(Rs Thirty five thousand seven hundred only)

Technical specification as applicable in detail enclosed as Annexure-A

Terms and Conditions:

01	Price	Firm and F.O.R. destination.
02	ED & Cess	Not applicable, if applicable, it will be borne by the supplier.

03	VAT	Extra @ 5% against Form JVAT
04	P&F, Frt. & Ins.	inclusive
05	Payment term	100 % payment within 21 days from the date of receipt and acceptance of materials or from the date of receipt of Bills by consignee at consignee's end whichever is later. Payment shall be made through Electronic fund transfer (EFT) for which you are requested indicate your EFT A/c no. name of Bank branch, MICR code/IFSC code, RTGS code in your invoice for facilitating payment through EFT.
06	Delivery	Delivery within 02 to 6 months from the date of receipt of order. Delivery schedule shall be reckoned from 10 th day from the date of order and date of receipt of materials at our stores shall be treated as the date of delivery.
07	Warranty	12 months from the date of commissioning or 18 months from the date of delivery whichever is earlier.
08	Price Fall & L.D. Clause	Applicable as per ANNEXURE-I (enclosed)
09	After Sales Service	You should provide after sales service to the enduser Any complain should be attended within 7 days of reporting and resolve within 21 days complying the norm of the company.
10	EMD & SD	Exempted being NISC registered
11	Fitment Guarantee	Offered item s should be suitable for application in mining conditions suitable for fitment to the subject accessories/equipment/machine without modification.
12	Logo	Supplied item should have either embossing or printing indicating manufacturer's name/logo and item description. Item should be supplied with proper packing for safe storage before fitment without deterioration of insulation conditions.
13	Submission of Bills	100% value of bill duly stamped & pre-receipted Bill in six (6) copies as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with challan, packing list if any, guarantee/warranty certificate, fitment certificate etc.
14	Consignee	The Depot Officer, Sinidih Excavation Workshop, BCCL
15	Paying Authority	GM (F) MM, Purchase Finance Deptt. , Bharat Coking Coal Ltd., Koyla Bhawan, Dhanbad.
16	Inspection	By the Consignee at Consignee's end.
17	Mode of Dispatch	By Road .on freight paid basis
18	Performance Bank Guarantee	A performance Bank guarantee (PBG) on scheduled /nationalised Bank in India on non judicial paper valid for 3 months beyond the warrantee period for 10% of the value of the order as a coverage towards performance against the contract must be submitted to MM division Koyla Bhawan on or before commencement of supply. The PBG shall be valid for three months beyond the expiry of Guarantee warrantee period. No payment will be made without submission of the PBG. The order value means FOR Destination prices including taxes, duties, transportation, insurance or other charges if any) (Format enclosed)
19	Price certificate	The firm will certify on the body of the bills that the prices charged to BCCL are not higher than charged to any other Govt.DepttPSU or CIL or its subsidiaries or others.
20	Test certificate	Three copies of test certificate as required in technical specification (as applicable) shall be produced along with the materials at the time of supply.
21	Force Majeure Clause	If the execution of the contract/supply order is delayed beyond the period stipulated in the contract / supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained

from its inception the delivery date as extended. Further this clause state that:

a) The successful bidder will, in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authority, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting out of Force Majeure, BCCL will reserve the right to cancel the contract and provisions governing termination of contract, as stated in the bid documents will apply.

b) For delays arising out of Force Majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exists.

c) If any of the force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

ALL DISPUTES ARE SUBJECT TO DHANBAD COURT & JHARKHAND HIGH COURT ONLY

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

N.B:- This issues with the concurrence of GM (F)MM vide diary no. 601/F dtd 14.05.2012 and approval of GM (MM) Pur vide diary no. 212/F dtd 16.05.2012. 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.

This order is placed against Indent No.:BCCL/Excv/SWS/Indent/2009/MB/20 dtd 16.03.2010, IR no. 0092(10-11) dtd 25.09.2010 Budget certification No. & date:

BCCL/HQ/Pur. Fin./ StoreBudget/Advance Budget/12-13/HEMM Spares/SWS/05dt. 23..05.2012 For value of $\,$ Rs $\,3853112.16$ and FC no. 01 dtd $\,23.05.2012$ for Rs $\,3853112.18$

Encl: Annexure-A, Annexure-I, & Format for PBG

Yours faithfully,

(A K Sinha) SM (MM)

Copy to:
GM (Excv), BCCL, Koyla Bhavan
Depot Officer, Sinidih Excavation Workshop, BCCL, Dhanbad
GM (F)MM, Purchase Finance Deptt., BCCL, Koyla Bhavan
Technical Cell, MM Division, Koyla Bhavan
Master Copy/Office copy

ANNEXURE-A

TECHNICAL SPECIFICATION OF COILS & COMMUTATOR

CONDUCTOR FOR ALL COILS: -

99.94% or above electrolytic grade class - F / class - H (for motor coils only) enameled copper strip/round conductor as per original size with class -F / class - H (for motor coils only) varnished double glass covering as per IS specification no. - 10114.

HOWEVER, FOR COMPOLE COILS OF BHEL MAKE ONLY THE CONDUCTOR WILL BE 99.94% OR ABOVE ELECTROLYTIC GRADE & ANNEALED COPPER STRIP WITHOUT ANY SHARP EDGE, CRACKS & VOIDS.

INSULATION SCHEME: -

A) STATOR COILS, 3.3KV / 6.6 KV

- i) Inter- layer separation by 3mills silicone glass mica insulation for turn-to-turn separation.
- ii) Conductors to be bunched together with epoxy bonding and wrapped with one layer $0.05~\mathrm{mm}$ thick kapton tape through out the coil length.
 - iii) Bend protection by Teflon FER tape.
- iv) Slot portion insulation with epoxy resin bonded thermo-reactive type samicatherm molding and cured for dielectric strength of 15KV AC for 6.6KV application and 9KV AC for 3.3 KV application for one minute.
 - v) Overhang portion insulation by samicatherm taping half overlap.
- vi) Lead portion by kapton adhesive tape & samica tape with overall taping by superfine quality glass-fiber tape.
- vii) Overall finish taping for complete coil length or overhang portion only as per requirement will be of 3mills superfine quality glass-fiber tape of IS 5352 13 4 and to be varnished properly.
 - viii) Class of insulation F.

B) ARMATURE COILS FOR D. C. GENERATOR / MOTOR

- i) Interlayer separation by 3 mills silicone glass-mica sheet throughout the coil length.
- ii) Coil conductors to be bunched together without void or bulged out portion. Bend protection by TEFLON FER tape only.
- iii) Slot portion insulation to be mould with samicaflex & epoxy bonding for a minimum dielectric strength of 2KV DC for one minute.
 - iv) Overhang portion insulation by samicaflex tapes only.
- v) Conductor lead taping by samica tape & 3 mills superfine quality glass-fiber tape with proper varnishing. Conductor end leads are to be tinned properly with 2% silver contained solder.
- vi) Overhang portion to be final taped by 5 mills superfine quality glass-fiber tape as per IS: 5352-13-4 half overlap & to be varnished properly.
 - vii) Class of insulation Class-F (for generator coils) / class H (for motor coils).

C) DC ARMATURE EQUALISING COIL (Item Sl. No. 15)

Conductors to be wrapped with samica tape half - overlap and final tape with super fine quality glass tape properly varnished. Lead portion to be tinned similar to armature coils. The coils may be supplied in single conductor or five conductors bunched together as per armature coil insulation in respect of inter-turn & overall insulation.

D) MAIN POLE COIL ASSY. FOR DC GENERATORS

i) The conductor to be wound as per size of coil with layer to layer epoxy bonding without any bulged out portion and smooth corner finish, so that the gap between core & coil inside wall will be uniform for all four sides at the time of fitting. Proper bindings of the coil packs are to be provided for firm holding of the coil layers. The end connection terminals are to be properly secured within the coil pack & to be tinned properly.

For BHEL/ USSR make no overall taping of the coils are required. For KEC make , the coils are to be formed in pre-mould glass-epoxy based bobbin.

- ii) Spray type epoxy based insulating paint to be used for final finish.
- iii) Coil pack separators as per size of the coils & core made out of high quality glass epoxy laminated sheet (specific gravity not less than 1.8) are to be provided. The thickness of the sheets will be ranging from 2mm to 4mm & four nos for each coil assly.
 - iv) Class of insulation -'F'

E) COMPOLE COIL ASSLY. FOR DC GENERATOR

For commutating coils :--

- i) Inter layer separation & bonding by PERMACEL * INTERCEM or eqvt. epoxy resin based ceramic sheet with proper curing at required temp. & pressure for gapless & void free rigid bonding of the layers.
- ii) No overall taping of any kind will be provided considering the heat dissipation factors , But proper end connection leads to be provided.

For stabilizing coils:--

The stabilizing coils are to be wound with layer to layer epoxy bonding & overall taping of the coil packs to be provided with SAMICAFLEX tape & PERMACEL P--300 or eqvt. tapes . All end connection leads are to be provided with appropriate size Silicon rubber insulated multi core copper cable including end lugging etc.

- iii) Coil pack separators as per size of coil & core made out of high quality epoxylaminated glass-fiber sheet(specific gravity not less than 1.8) are to be provided. Thickness of sheet ranging from 2mm to 4mm & three nos. for each coil are required.
 - iv) Spray type epoxy paint are to be used for final coating & finish.
 - v) Class of insulation: -- 'F'.

For KIRLOSKAR Make the insulation scheme will be same as MP Coil in pre - mould glass -epoxy bobbin.

F) MAIN POLE COIL FOR DC MOTORS

i) For BHEL / USSR make - conductor to be wound as per size of coil in layers with layer to layer epoxy bonding as per the shape of original coils sample.

For Kirloskar make - Conductors to be wound in layers with layer to layer epoxy bonding in a pre-mould bobbin made out of high quality glass epoxy & as per shape & size of original sample coils.

- ii) For both type proper end terminal connectors are to be provided. The terminal connectors are to be properly secured within the coil pack to avoid any chance of breakage or loosening of the connectors.
- iii) For BHEL / USSR make The coil conductor pack to be wrapped with multi layer samicaflex tape only with epoxy bonding for ground insulation. Overall taping to be done by PERMACEL *P-- 300 or eqvt. tape completely cured at 125 deg. C for 8 hours as per process of curing . For Kirloskar make, no ground insulation is required.
 - iv) Spray type epoxy paint to be used for final finish for both the models.
 - v) Class of insulation --'H'

G) COMPOLE COIL FOR DC MOTOR

- I) Inter layer separation & bonding by PERMACEL * INTERCEM or epoxy resin based ceramic sheet with proper curing at required temperature & pressure for gapless & void free rigid bonding of the layers.
- ii) Ground insulation by SAMICAFLEX tapes with epoxy bonding. Overall taping by PERMACEL*P--300 or eqvt. tape completely cured as per process of curing as stated above.

For Kirloskar make bobbin as per size of coil & core made out of glass epoxy to be used in which the conductor are to be wound in layers with epoxy resin bonding.

- iii) Spray type epoxy paint to be used for final finish.
- iv) Class of insulation--'H'.

TESTING OF THE COILS

- i) Conductor test certificate indicating size of conductor for conductivity, enamel grade & chemical grade of copper from GOVT. APPROVED test house/ conductor manufacturer or by the OEM for each set of coils.
 - ii) High voltage test by the coil manufacturer for each set of coils.

- iii) Inter-turn insulation / impulse test/tan-delta test certificate and short circuit test for each set of coils
 - iv) Resistance / voltage drop test for each set of coils.

ALL THE TEST CERTIFICATES ARE TO BE PROVIDED ALONGWITH SUPPLY.ANY SUPPLY WITHOUT ABOVE TEST CERTIFICATES WILL BE TREATED AS NON-SUPPLY.

SIZE & WEIGHT.

The size & shape of the coils will be as per the original drawing of OEM's or as per original samples available at our shop. The weight of the coils will be as per annexure enclosed.

COMMUTATORS

All commutators are to be strictly as per IS: 5885 - 1977.

- i) Type of segment:- High conductivity hard drawn oxygen free silver bearing (silver content 0.06% or more) copper trapezoidal section with proper vee-groove & dimensions . The hardness & electrical conductivity will be as per IS--4519/1977& without any sharp edge, crack, void, concave/convex surface, pitting marks etc.
- ii) Inter-segment insulation:- Alkyde veenyle treated hard pressed commutator mica sheet of appropriate size with proper thermal compressive &bonding property .
- iii) Mica V-cones; All mica vee-cones are to be formed separately by alkyde veenyle as per size of segment groove in separate moulds with commutator mica sheet.
- iv) Steel V-rings: Steel vee rings are to be made from forged steel/high quality structural steel with provision of nut -bolts/check-nuts fastening arrangement as per requirements. The commutator hub are to be of same materials. Proper locking of each parts are to be done so that the complete commutator must act as a rigid single piece. All Vee rings must be projected from the copper segments on both side.
- v) Sealing:- Gaps between vee-ring & copper segments are to be sealed with high quality RTV silicone sealant. The vee-ring projected portion to be banded with resi-glass only.
- vi) Risers:- Risers for flexible/ sprocket type are to be made out of virgin silver bearing copper sheet & must be tinned. Size & shape will be as per sample/ drawing.
 - vii) Ground insulation :- 5KV for one minute & bar to bar test at 500 volts.
 - viii) Class of insulation Class 'F' (for generators)/class-'H' (for motors).
- ix) seasoning: All commutators must be seasoned static & dynamically as per IS recommended load & cycles depending on duty & size of the commutator. Spin test certificate at a speed of 1.2 times of the rated rpm of the commutator to be done.
- x) Dynamic balancing :- All commutators are to be dynamically balanced at following RPM.
 - a) For all generators -- 2000 rpm.
 - b) For hoist motor of EKG--1000 rpm.
 - c) For other motors --1500 rpm.

Testing:-

- i) Copper & silver percentage (in exact) of commutator segments by chemical tests from GOVT. APPROVED test house or by the OEM to be done.
 - ii) Following tests are to be done by the commutator manufacturer.
 - * High voltage test
 - * Dynamic Balancing
 - * Bar to bar test.
 - * Spin test & seasoning certificate for each commutator to be submitted at

following speed.

- \ast For generators of EKG/EQC--1800rpm .
- * For generators of P&H -- 2000 rpm.
- * For hoist motor of EKG --1000 rpm.
- * For other motors-- 1500 rpm.

ALL THE ABOVE TEST CERTIFICATES ARE TO BE PRODUCED ALONGWITH SUPPLY.

APPROX. WEIGHT OF EACH COIL

			Ī	APPROX.WEIGHT
IFTM NO	DESCRIPTION	RATINGS	QTY.	IN KG.
01	STATOR COIL	220KW, 3.3KV AC MOTOR (NGEF)	EACH	
02	ARMATURE COIL	200KW HOIST GENERATOR (KEC)	EACH	
03	ARMATURE COIL	120KW SWING/PROPEL GEN.(BHEL)	EACH	
04	ARMATURE COIL	42KW CROWD GENERATOR (BHEL)	EACH	
05	ARMATURE COIL	50KW CROWD GENERATOR (KEC)	EACH	
06	ARMATURE COIL	12KW EXCITER GENERATOR (BHEL)	EACH	
07	ARMATURE COIL	15KW EXCITER GENERATOR (KEC)	EACH	
08	ARMATURE COIL	15KW EXCITER GENERATOR (IEC)	EACH	
09	ARMATURE COIL	200KW HOIST MOTOR (BHEL)	EACH	
10	ARMATURE COIL	200KW HOIST MOTOR (BIEL)	EACH	
11	ARMATURE COIL	175KW HOIST MOTOR (BHEL)	EACH	
12	ARMATURE COIL	`	EACH	
13		54KW CROWD MOTOR (BHEL) 54KW CROWD MOTOR (KEC)	EACH	
14	ARMATURE COIL	` /	_	
	ARMATURE COIL	70HP CROWD MOTOR (P & H)	EACH	
15	ARM. EQLG. COIL	200KW HOIST MOTOR (BHEL)	EACH	<u> </u>
16		192KW HOIST GENERATOR (BHEL)	EACH	
17		100KW SWING/PROPEL GEN. (BHEL)	EACH	<u> </u>
18		50KW CROWD GENERATOR (KEC)	EACH	<u> </u>
19		12KW EXCITER GENERATOR (BHEL)	EACH	
20		15KW EXCITER GENERATOR (KEC)	EACH	
21		15KW EXCITER GENERATOR (IEC)	EACH	
22		60KW SWING MOTOR (BHEL)	EACH	
23	MAIN POLE COIL	60KW SWING MOTOR (KEC)	EACH	
24	MAIN POLE COIL	54KW CROWD MOTOR (BHEL)	EACH	
25	MAIN POLE COIL	54KW CROWD MOTOR (KEC)	EACH	
26	MAIN POLE COIL	130HP CROWD MOTOR (GE)	EACH	
27	MAIN POLE COIL	130HP CROWD MOTOR (BHEL)	EACH	
28		192KW HOIST GENERATOR (BHEL)	EACH	
29	I .	100KW SWING/PROPEL GEN.(BHEL)	EACH	
30	COMPOLE COIL ASSY.	120KW SWING/PROPEL GEN. (BHEL)	EACH	12.5
31	COMPOLE COIL ASSY.	132KW SWING/PROPEL GEN. (KEC)	EACH	10.0
32	COMPOLE COIL ASSY.	42KW CROWD GENERATOR (BHEL)	EACH	8.0
33	COMPOLE COIL	15KW EXCITER GENERATOR (IEC))	EACH	2.5
34	COMPOLE COIL	200KW HOIST MOTOR (BHEL)	EACH	12.5
35	COMPOLE COIL	200KW HOIST MOTOR (KEC)	EACH	12.5
36	COMPOLE COIL	60KW SWING MOTOR (BHEL)	EACH	7.0
37	COMPOLE COIL	54KW CROWD MOTOR (BHEL)	EACH	7.5
38	COMPOLE COIL	54KW CROWD MOTOR (KEC)	EACH	7.0
39	COMPOLE COIL	130HP CROWD MOTOR (GE)	EACH	8.5
40	COMPOLE COIL	130HP CROWD MOTOR (BHEL)	EACH	

ANNEXURE-I

PENALTY FOR FAILURE TO SUPPLY IN TIME

The time and date of 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 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.

The supplier must confirm the acceptance of this Penalty clause, which will not be altered. PRICE FALLCLAUSE

- 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 sells the stores of identical description to any other organization till validity of the contract.
- ii) If at any time during the said period the supplier reduces the sale price of such stores or sells 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.

(Rs250 non judicial stamp paper) FORMAT OF PERFORMANCE BANK GUARANTEE
1. Messersa 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 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,
with the previous consent of the purchaser, in writing. 6. The Bank has under its constitution power to give this guarantee and MrManager, 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.
Date20
For Bank Limited Signature of the authorised person for and on behalf of the Bank