

	<p align="center">(UNDER JURISDICTION OF DHANBAD ONLY)</p> <p align="center">Bharat Coking Coal Limited (A Subsidiary of Coal India Limited) (A GOVT. OF INDIA UNDERTAKING) OFFICE OF THE GENERAL MANAGER (MM), HQ Office At :- WASHERY DIVISION Saraidhela, Post- Saraidhela DHANBAD-828127 (Jharkhand) Phone No. 0326-2222647 Fax No. 0326-2222644</p>	
	<p>SUPPLY/PURCHASE ORDER</p>	<p align="center">UNDER JURISDICTION OF DHANBAD ONLY</p>

BY REGD.POST / SPEED POST

Ref No: **BCCL/Pur/912088/Single Roll Crusher/WD/12-13/27** Date: 18.06.2013

To,
M/s McNally Sayaji Engineering Ltd.
PO Kumardhubi Dist Dhanbad,
Jharkhand 828203
FAX No. -06540-273015.
Ph. 06540-273010/272235
(Vendor Code: 1/25/M/S/010)

Subject: Supply of Single Roll Crusher

- Ref: i.Tender No BCCL/Pur/912088/Single Roll Crusher/WD/12-13/37 opened on 21.09.2012.
 ii Your Offer No 501260064/MKA dated 20.09.2012
 iii Your letter No. 501260064/MKA dated 16.11.2012, dated19/23.11.12, dated 23.04.2013, dated 01.06.2013
 iv Our letter No. BCCL/Pur/912088/Single Roll Crusher/WD/12-13/112 dated 12.11.2012, No. 182 dated 09.03.2013, No. 215 dated 16.04.2013

Dear Sirs,
 With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for **Supply of Single Roll Crusher** at the following price, terms and conditions:

1. SCOPE OF SUPPLY:-

Item Description	Qty	Taxes & Duties	Amount (Rs)
Design, Engineering, Manufacture, Assembly, Inspection, Painting & Supply of Single Roll Crusher	01 No.	Basic Price	22,75,000.00
		ED @ 12.36%	2,81,190.00
		CST @ 2%	51,123.80
		Grand Total	26,07,313.80

Rs 26,07,313.80 (Rs Twenty Six Lakhs Seven Thousand Three Hundred Thirteen and Paise Eighty only)

NB Detailed Technical Specifications enclosed as Annexure I

TERMS & CONDITIONS:

1. **PRICES** are on F.O.R. destination basis inclusive of Packing & Forwarding, Freight & Insurance charges.
2. **ED and Cess thereon** shall be payable extra as applicable at the time of supply. The present rate is 12.36%.
3. **SALES TAX:** - CST shall be payable extra as applicable at the time of supply, the present rate of CST payable is @ 2% against form 'C', to be issued by the consignee.
4. **CONSIGNEE:** - Depot Officer Bhojudih Coal Washery.
5. **DELIVERY:** - You shall submit Drawing to this office **within one month** of the date of receipt of this order which shall be reckoned as 10th day of the date of issue of this order. You shall supply the materials **within Four Months** from date of receipt of approval of the drawing from this office.
Safe delivery of materials shall be your responsibility.
6. **INSTALLATION & COMMISSIONING** shall be done by you free of cost.
7. TAX INVOICE CUM CENTRAL EXCISE INVOICE shall be submitted by you & it shall must contain the following statutory particulars in respect of both the Supplier and Consignee besides other details regarding Invoice No & Date, Purchase Order No & Date, Challan No. & Date, Time of removal of goods, Transporter's Name, Mode of transport and vehicle registration No, Description of Goods & CETSH Code etc.

Full Address

VAT TIN No.

CST No.

State Sales Tax Regd. No., if any

S.S.I. Regd. No.

Central Excise Duty Regd. No

Central Excise Range (Code)

Central Excise Division (Code)

Central Excise Commissionerate (Code)

The Invoices must be submitted to the Consignee in 6 copies, out of which first copy must be marked as **“Original for Buyer”** and other copies as “Extra Copy” besides the copy marked as **“Duplicate for Transporter”** (for availing CENVAT Credit by the Consignee).

The INVOICE must exhibit each element of Taxes and Duties indicating the %age charged and rounding off to the nearest rupees (element wise) indicating the material value and affixed with a pre-receipted Revenue Stamp.

8. **PAYMENT:** - 80% payment shall be made within 21 days after receipt /acceptance of material or receipt of Bill whichever is later against submission of Performance Bank Guarantee as per clause 14 of this order. Balance 20% shall be paid within 21 days after successful installation & commissioning against submission of certificate for the same from the project officer of Bhojudih Coal Washery.

9. **CONSIGNEE:** – Depot Officer, Bhojudih Coal Washery, Post- Bhojudih Thana- Bhojudih, Dist. Santhaldih, (W.B)
10. **PAYING AUTHORITY:** - AFM, Washery Division, P. O. Saraidhela, Dhanbad- 828127
11. Issue of Road Permit: Road Permit if required may be obtained directly from the Consignee under intimation to this office.
12. **SECURITY MONEY:** -
You will deposit Security Money in the form of Bank Draft/ Bank Guarantee (**format as per Annexure –II**) of any schedule Bank for 10% value of the order (value means F.O.R destination price inclusive of all taxes & duties etc) within 15 days from the date of receipt of order. Bank draft should be drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad. In case you fail to deposit the same, the supply order shall be cancelled and the case shall be processed to order elsewhere and your performance shall be kept recorded for future dealings with you. Security Deposit shall be refunded to you, on request, within 30 days of satisfactory execution of the contract. For unsatisfactory performance and/or contractual failure the Security Money shall be forfeited. Security money may be converted in to Performance Bank Guarantee, however at the time of conversion of Security money into PBG, the amount should not be less than 10% of the landed value of order as per clause 14 of this order.
In case of submission of security deposit in form of Bank Guarantee, the validity of the same shall be for a period of three months beyond the expiry of the delivery period.
13. **IDENTIFICATION MARK:** – The word BCCL along with Manufacturer’s distinctive identification mark/symbol & part No., where-ever available must be clearly embossed/punched/engraved on each & every item, as far as practicable, at a visible place, which is not subject to normal wear & tear, for convenience of identification at any time. Apart from this a tag may be attached in each part/item giving identification make, part no, description, year & month of manufacture etc. However, for the items where embossing/engraving/punching is not possible shall be packed separately & packing cover/box/case shall be tagged with identification mark. OEM/OES of equipment, OM of any tendered items or their authorized distributors are exempted from putting ‘BCCL’ identification mark.
14. **PERFORMANCE BANK GUARANTEE:** – A Performance Bank Guarantee of scheduled/ Nationalized Bank in India valid for 18 months of the date of receipt & acceptance of screens for 10% value of the order (Value means FOR destination price including taxes, duties, transportation & Insurance charges and other charges) as a coverage towards satisfactory performance against the contract must be submitted to this office before supply of the materials **as per the format at Annexure III.**
15. **INSPECTION & TESTS:-**
i) Materials under supply shall be of the best quality and workmanship and shall be in accordance with the specification laid down in the supply order.
ii) BCCL also reserves its right to carry out initial inspection at the suppliers works before dispatch by deputing authorized representative.
BCCL reserves its right to carry out Pre-dispatch inspection by a Third Party including stage inspection and destructive testing, if necessary, at their works, as per the methodology. Inspection charges as indicated in the supply order will have to be initially paid by the seller, which will be reimbursed by BCCL along with supply bill(s). In case

materials are rejected on first inspection, all charges including Lodging TA, Inspection Fee etc. & for subsequent inspection shall be borne by the supplier. Seller will provide all facilities to carry out necessary 'Tests' as required.

iii) 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.

iv) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

16. 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 the purchaser.

In the event of failure to deliver the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited shall be entitled at its option either to enforce the following:

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%.

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 canceling 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/or

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 except in case of force majeure condition.

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.

h) To forfeit the security deposit fully or partly.

17. PRICE FALL CLAUSE:-

The price charged for the stores supplied against this tender by you shall in no event exceed the lowest price at which you sell or offer to sell the stores of identical description to any other party during the said period.

If the supplier at any time during the period of contract concluded against this tender reduces the sale price, sells or offers to sell such stores to any other organization at a

price lower than the price chargeable under the contract, the supplier shall forthwith notify such reduction of sale price to the undersigned and the price payable under the contract for stores supplied after the date of coming in force of such reduction in sale price, shall stand correspondingly reduced. The above stipulation will not however apply to exports by the contract holder

18. **SUBMISSION OF BILLS:-** Pre –receipted stamped original bill for 80% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate, Manufacturing test certificate, and other relevant documents as mentioned in this order should be submitted to the Paying Authority through Consignee only. Bill for balance 20% value shall be submitted to the paying authority along with a certificate towards satisfactory installation & commissioning of the screens from the Project officer Bhojudih Coal Washery.

19. **BANK DETAILS:-**

a) Name of the Bank	State Bank of India, Specialised commercial Branch, DHANBAD
b) Name of the Branch with complete address	Bank More DHANBAD 826001, MIRC Code- 6541.
c) Party's Account Style	Cash Credit Account
d) Party's nature of Account	Cash Credit
e) Party's Account No.	31033675147
f) IFSC No	SBIN0006541
g) MIRC Code	826002017
h) Branch Code	6541

20. **COMPOSITE GUARANTEE /WARRANTY:-**

i) **The item shall be warranted against any manufacturing defects /workmanship** for a period of 12 months from the date of commissioning or 18 months from the date of receipt & acceptance. Any defect observed on this account shall be attended to immediately & in no case beyond a period of one month.

ii) **Special warranty clause**

In the event of any breakdown or failure of performance due to any defects in materials, design, workmanship, spare parts etc, BCCL shall promptly notify the supplier in writing of any claims arising under this warranty. The repairs, replacements or rectification works shall be carried out by the supplier at the site at no cost to the purchaser within 21 days of settlement of warranty claims.

“At no cost to the purchaser “ means, the supplier will have to bear all the expenses up to the destination site i.e. Ex Works prices, Excise duty, Sales tax, Insurance, Inland charges etc as applicable to ensure free delivery of warranty replacement at BCCL colliery site.

The supplier shall be required to stock spares to take care of warranty period breakdown. Spares should be available immediately from the date of intimation of breakdown.

ii) The supplier must ensure that there is no major breakdown due manufacturing/design defect during the warranty period. In case such breakdown occurs, the purchaser will reserve the right to extend the warranty period suitably.

The Guarantee/composite *Warranty certificate* shall be submitted along with the bill. The warranty shall cover for the total equipment so that necessity of having to approach different manufacturers of various components/assemblies shall not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite

equipment. You will also supply the defective parts during the warranty period free of cost. The responsibility to collect the defective /rejected materials shall lie with the supplier & cost for such collection will have to be borne by the supplier.

21. **TECHNICAL SUPPORT & SERVICES:** – In addition to normal after sales & services, you shall render technical support & services to ensure proper fitment, proper usages, maintenance & satisfactory performance of the items supplied.
22. **MANUFACTURER’S TEST CERTIFICATE:-** You will submit ‘MANUFACTURER’S TEST CERTIFICATE’ along with supplies certifying that “items have been manufactured strictly as per best known design, has undergone strict quality inspection before supply and are covered under standard warranty for quality & workmanship”
23. **You shall provide detailed equipment drawing, literature, operation maintenance and spare parts manual along with the supplies of screens.**
24. **PACKING:** - Proper packing of the goods shall be ensured to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and absence of heavy handling facilities at all the points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirement as shall be expressly provided for in the order.
25. **MODE OF DISPATCH:** – The stores shall be dispatched by road on freight paid basis
26. **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 hostilities, declaration of embargo or blockade or 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 is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure condition.
a) You will advise, in the event of your having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession 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 delay arising out of Force majeure, you will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither BCCL nor you shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.
27. **ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.**

28. ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER THE NIT OF THE ABOVE REFFERED TENDER.

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase order, one of which should be returned to us duly stamped and signed within 15 days of the date of issue of this order as a token of acknowledgement & acceptance to this order or else it shall be construed that you have accepted the order for its execution on its terms & conditions.

Enclosed

Annexure I- Detailed Technical Specification.

Annexure II- Format for Bank Guarantee for Security Deposit.

Annexure III- Format for Performance Bank Guarantee.

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

(S. AHMAD)
AM (MM)

(P. K. NAYAK)
GM (MM)

INDENT REFERENCE

Indent No. and Date	Budget Certification/FC No. & date
1. 2450002/01/11 dated 19.10.2011	1. BC No 14 dated 09.05.2013 under the head Other Stores for the year 2013-14 for Rs 26,07313.80 (Rupees Twenty Six Lakhs Seven Thousand Three Hundred Thirteen and Paise Eighty only). 2. EFC No. 05 dated 07.06.2013 for Rs 26,07313.80 (Rupees Twenty Six Lakhs Seven Thousand Three Hundred Thirteen and Paise Eighty only).

This order issues with the concurrence of GM (F) (MM) and approval by D (T) (P&P), BCCL.

Copy to:

1. CGM (Ws)
2. AFM, Washery Division, Saraidhela.
3. GM, EWZ
4. Project Officer, Bhojudih Coal Washery.
5. Depot Officer, Bhojudih Coal Washery.
6. Area Finance Manager, Bhojudih Coal Washery.
7. MM (Tech Cell), MM Div, Koyla Bhawan.
8. Master File/Office Copy.

Technical Specification of Single Roll Crusher

Duty Conditions

- | | |
|---------------------------|---|
| 1. Material to be handled | Coal with occasional shales coming with the feed. |
| 2. Bulk density | 0.8 to 0.85Te/Cu.mt |
| 3. HGI | up to 70 |
| 4. Capacity | 300 TPH (With intermittent load which may vary up to 20%) |
| 5. Feed size of the coal | 300mmX300mm |
| 6. Product Size | (-)75 mm |
| 7. Moisture | 5-10 % (May increase to 20% during rainy season) |
| 8. Abrasiveness | Abrasive |

The crusher shall be designed for continuous operation in a heavily dusty atmosphere. The crusher shall also be designed to cater to Shales coming occasionally with the feed and occasional Oversize Coal also.

Specifications

- | | |
|----------------------------------|--|
| 1. Type | Single Roll Crusher. |
| 2. Rotor dia | 36” |
| 3. Rotor length | 54” |
| 4. Drive: | Through V belts, Fluid couplings |
| 5. Motor Details (as installed): | 100 HP, 960 rpm, 440V (Motor and drive pulley Not in the scope of supply; only indicative). |
| 6. Installation Details: | Replacement of the existing Crusher.
GA and Foundation details drawings as Provided in the NIT. (Indicative of the existing arrangement, for Reference only). |

Constructional features:

In general, the equipment shall be heavy duty type and robust in construction, complete with all necessary features to suit the envisaged duty conditions and performance parameters. The constructional features should be such that it provides easy approach to all the components for inspection, maintenance and repair etc. at the same time it can be easily dismantled and assembled whenever required.

Base Frame:

The base frame shall be constructed from heavy steel plates and structural sections to withstand shocks and loads. The base frame shall match with the existing foundation at the site of installation so as to minimize any modification during installation and commissioning of the Crusher.

Housing:

The crusher housing shall be made of suitably stiffened heavy steel plates. The housing shall also be provided with necessary inspection doors. The housing shall be easily removable for maintenance and replacement of crusher rolls. Feed and discharge opening shall be provided with flanges for connecting chutes.

Crusher Rolls

This shall be of axial segmented /circular segmented rolls /rings and shall be cast from 12 to 14% Mn steel or chrome molybdenum steel. The segmental rolls /rings shall be clamped together to form a complete roll- shell. The tooth profile shall be designed suitably to meet the duty conditions and produce minimum of fines not exceeding 5%. The crusher rolls should be statically and dynamically balanced.

Breaker Plate:

The breaker plate shall be constructed of heavy fabricated steel frame with easily replaceable liner plates. The liner plate should be suitably designed teeth like projections.

One, crusher roll/breaker plate assembly shall be floating type and shall be independently adjustable to produce the required product size. Suitable gap setting arrangement shall be provided.

Shaft:

Shaft shall be made of High Strength Alloy Steel/ Forged Steel of C-40 or equivalent quality. The segmented rolls/ rings shall be mounted on suitably designed rotor body for fast replacement and maintenance. The rotor body should be keyed to the shaft.

Bearing:

The shaft shall run on self-aligning spherical roller bearings mounted on tapered sleeves for quick removal. The bearings shall be housed in a cast steel plummer blocks and suitably sealed against ingress of dust and moisture.

Lubrication:

All the lubrication points shall be provided with manually operated greasing system.

BANK GUARANTEE FOR SECURITY DEPOSIT

In consideration of M/s **Bharat Coking Coal Limited** (a subsidiary of Coal India Limited), Dhanbad (herein after called “the company”) having agreed to exempt M/s
.....from the demand, under terms and conditions of an agreement/ order No.datemade between the company and the said contractor (s) for (Herein after called “ the said description of the agreement/ order”) of Security Deposit for the due fulfillment by the said contractors(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs.....
(Rs.....) only.

1. We,(indicate the name of the Bank with **address**) (**Herein after referred to as “the Bank”**) **at the request of the contractor(s) do** hereby undertake to pay to the company an amount not exceeding Rs.....against any loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.
2. We,(indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of breach by the said contractor (of any of the terms and conditions contained in the said agreement or by reason of the said contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to the company any money so demanded notwithstanding any dispute or disputes raised by the said contractor(s) in any suit or proceeding pending before any court or Tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said contractor (s) shall have not claim against us for making such payment.
4. We..... (Indicate the name of bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continued to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before thewe shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of bank) further agree with the company..... to the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor(s) or for forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for would, but for this provision, have effect of so relieving us all. 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 company the said sum of Rs.....or such lesser sum as may then due to the company and the company may demand.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor(s).
7. The Bank has under its constitution power to give this Guarantee and Mr..... who has signed it on behalf of the Bank have authority to do so.
8. We,lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing.

Dated theday of.....

Signature of the authorized person
For and on behalf of the Bank

LETTER OF PERFORMANCE BANK GUARANTEE

1. M/sa company having its office at.....(hereinafter called the supplier) has entered into a Contract No.....with Bharat Coking Coal Limited, Dhanbad (hereinafter called the Purchaser) to supply equipment on the terms and conditions contained in the said contract.

It has been agreed that hundred percent (100%) payment of the value of the contract will be made to the Supplier in terms of the said Contract on the seller furnishing to the Purchaser, a Bank Guarantee for the sum of Rs.....equivalent to 10% of the value of the contract 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 purchaser by reason of any breach by the said supplier of any of the terms or conditions contained in the said contract.

1. 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 Supplier of any of the terms or conditions contained in the said contract or by reason of the Supplier'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 supplier regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding
2. 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 purchaser under or by virtue of the said Contract have been fully paid and its claims satisfied or purchaser certifies that the terms and condition of the said Contract have been fully and properly carried out by the said Supplier and accordingly discharges 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 the Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.
3. We, Bank Ltd. further agree with said Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract/ agreement or to extend time of performance by the said Supplier(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 Supplier 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 of any such variation or extension being granted to the said supplier or for any forbearance act or omission on the part of the purchaser or any indulgence by the Purchaser, to the said supplier 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 said supplier beyond the period specified above, the Bank shall pay to the Purchaser the said sum of Rs..... (Specify the amount) or such lesser sum as may then be due to the purchaser and as the Purchaser may demand.

- 4. We,.....Bank Ltd lastly undertake not revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.
- 5. The Bank has under its constitution power to given this guarantee and Mr. , Manager, who has signed it on behalf of the Bank has authority to do so.
- 6. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

DatedDay of.....

Signature of the authorized person
For and on behalf of the Bank