


<p>Under jurisdiction of Dhanbad Court and Jharkhand High Court</p> <p>Bharat Coking Coal Limited A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company) Regt. Off: Koyla Bhawan, Koyla Nagar Dhanbad-826005 CIN : U10101JH1972GOI000918</p>		<p>Office of the General Manager Materials Management Department Level-III, Commercial Block, Koyla Bhawan, Dhanbad-826005 Phone: 0326-2230181 Fax No.: 0326-2230183 Website: www.bccl.gov.in</p>
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SUPPLY/PURCHASE ORDER

ORIGINAL BY REGD. POST

Ref.No. BCCL/PUR/114166/14-15/Horiz Pump/OTE/RETENDER/08/114

Date: 04.09.2015

To,

M/s Kirloskar Brothers Ltd
"KCI Plaza" First Floor, 23C,
Ashustosh Chouwhary Avenue
Kolkata-700019, FAX : 033 2641 4519

Vendor Code New: 1/06/M/T/015
Vendor Code Old: 816026
Vendor Category: Manufacturer
PAN:- AAACK7300E

Sub. : Supply of Horizontal Pump Sets

Ref: 1.This Office Tender no: BCCL/PUR/114166/14-15/Horiz Pump/OTE/RETENDER/08 dtd 21.05.15 opened on 19.06.15 Price Bid opened on 20.08.15 Tender Id: 2015_BCCL_12351_1
2.Your online Bid No.: 33077 & subsequent correspondence on the above subject

Dear Sirs,

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

1. SCOPE OF SUPPLY: Horizontal Pump Sets

The detailed description along with specification / size of the items, Qty. to be supplied, Unit Rate and Extended Value will be as under:

S.N.	Description	Qty (Sets)	Basic Rate (Rs/Set)	Extended Value (Rs)
1	Horizontal Split Casing Pumps Sets 4000 GPMX150 Mtr Head pump Motor set with 3.3 KV Electricals as per technical specification enclosed at Annexure-"A"	3	24,27,388.00	72,82,164.00
	E.D. & Cess			5,10,698.16
	Sub Total			77,92,862.16
	CST @2%			1,55,857.24
	Grand Total			79,48,719.40
	Total Landed Rate on F.O.R. Destination basis (aprox.)			79,48,719.00

Attn: Wollan

16. Performance Bank Guarantee: A Performance Bank Guarantee on schedule/Nationalized Bank 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 be submitted to MM Division, BCCL, KoylaBhawan 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 in the standard format as provided in Appendix-III of NIT. No payment will be made without submission of the performance bank guarantee.
17. Security Deposit: You will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices in the form of Bank Draft /Bank Guarantee (As per format enclosed Appendix-I) within 15 days from the date of order. 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.
18. Inspection: Final inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head or their authorized representative.
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.
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 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 CGM(MM),

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date	Budget Certification no. &dt.
IR No:114166 dated 08.10.14 Indent No. BCCL.KA.IV:AM(E&M):13-14 Dated 28.03.14, Katras Area	e.B.C. No.: BCCL/C&B/CAP/Reg. PN-12/SN-81/eBC No2156 dated 04.09.15 (Cap 15-16) under the head P&M(Others) New Job Unit Code (System):GM(MM)Hq for Rs 79,48,719.00 e-FC No. 647 dated 79,48,719.00

Copy to:

1. Depot Officer, Regional Stores, Katras Area BCCL
2. HOD(F)(MM), MM DIV, KoylaBhawan.
3. GM (E&M)/C KoylaBhawan.
4. MM (Tech Cell), MM Div, KoylaBhawan.
5. Master File/Office Copy.
6. GM(MM) SECL,CCL,ECL,WCL,NCL,CIL
7. Copy for kind information to IEM: Prof (Dr) L.C. Singhi, IAS (Retd) L-31 Third Floor Kailash Colony, New Delhi-110048

APB

William

ADDITIONAL ACCESSORIES TO ACCOMPANY EACH PUMP SET

- a) Sluice valve of adequate size [(Cast Steel) , Class – 300]MAKE: KIRLOSKAR / KSB / L&T / FOURESS
- b) Non-return valve of adequate size with bye-pass arrangement [(Cast Steel) , Class – 300]MAKE: KIRLOSKAR / KSB / L&T / FOURESS
- c) Foot Valve with strainer (flange type) – C. I. Body
- d) Priming funnel with test cock
- e) MS fabricated bedplate of adequate strength and size matched to take vibration free load of pump & motor .
- f) Coupling guard, gauges to show head in feet / Meter and discharge in GPM (Flow meter)
- g) Standard tools and tackles.

• **STARTER SPECIFICATION (STAR – DELTA Type)**

- a)The contactor of mining type starter would be successfully tested type at CPRI for the offered ratings. A copy of CPRI test report to be submitted to this effect
- b)Make of starter :- Andrew Yule/Kilburn/Protection
India/L&T/Siemens/Mineline/Prabhu/Volga/ABC electrical/Any other Proven Make
- c) Magnetic O/L protection with a range of 50% to 150% .
- d) Off-load interlocked reversing isolator of capacity 300% of full load current .
- e) Bush Bar- Through going electrolytic copper with shrink in PVC sleeves and having adequate cross-section and current rating not less than 400 Amps .
- f) Incoming- Outgoing and through going cable sealing dividing box suitable for mining type PVCDWA cable along with cable glands.
- g) Contactor suitable for AC-3 duty and should be operated through Aux. Transformer. The capacity of contactor should be thrice the full load current.
- h) The contactor will be confirming to IS13947 (Part-IV/Sec-X) for LT and IS 12729 (1988) (amended if any) for H.T .
- i) Technical literature to be submitted.
- j) Ammeter and OFF/ON indicator lamp.
- k) All components will be of standard make only .
- l) Control wiring will be done by ISI marked copper wire of adequate size.
- m) Printed copy of circuit diagram to be fixed inside the door panel.

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Appendix-I

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.
Koyla Bhawan
Koyla Nagar
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. dated made between M/s a Company having its office at (hereinafter called the supplier in connection with supply of hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the Bank Limited (hereinafter referred to as the said Bank having its office at do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs.(Rupees :) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the(Name of the Bank) do hereby agree that any demand made by Purchaser 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 supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.

We, the(Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to Unless demand or claim under this Guarantee is made on us in writing on or before we shall be discharged of all liabilities under this Guarantee thereafter.

We, the (Name of the Bank) further agree with the 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 or to extend the time of delivery of the specified items in the Contract 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 forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations 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 Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous 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 the 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 Supplier.

[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 competent courts at Dhanbad District only.]

Datedday of

For Bank

Signature of the authorized person
For and on behalf of the Bank
Emp. Code.