


भारत कोकिंग कोल लिमिटेड (कोल इंडिया लिमिटेड की एकअनुषंगीइकाई) एक मिनीरत्न कंपनी पंजीकृत कार्यालय :कोयला भवन, कोयला नगर धनबाद-826005, CIN :U10101JH1972GOI000918 सामग्री प्रबंधन विभाग कमर्शियल ब्लॉक L-III , फ़ैक्स- 0326-2230183 फ़ोननंबर-0326-2230181 ईमेल:gmml@bcclweb.in, वेबसाइट:www.bcclweb.in		BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Limited) A Mini Ratna Company Regt. Off:Koyla Bhawan ,Koyla Nagar Dhanbad-826005, CIN:U10101JH1972GOI000918 Materials Management Department Commercial Block L-III (Fax No- 0326-2230183) Phone No.0326-2230181 Email. Id: gmml@bcclweb.in Website: www.bcclweb.in
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Supply Order

Ref:-BCCL/Pur/117216/WS/Slurry Pump/19-20/OTE/28

To,

M/s Rathi Mining and Engineering Industries

Sindri Road, Jharia,

Dhanbad Jharkhand:- -828111

Mobile:- 9835185390 , Email:-rathimining@rediffmail.com

ORIGINAL BY REGD. POST.

Date: 17.06.2019

GSTIN No. 20AKSPR8909B1Z1

PAN:-AKSPR8909B

Vendor Type: Dealer

Sub:-Supply Installation & Commissioning of Slurry Pump 100M

Ref:1.Tender No. BCCL/Pur/117216/Slurry Pump/18-19/OTE/29 dtd:-11.08.2018

&Tender Id No. 2018_BCCL_111393_1 opened on 10.09.2018

2. Your online offer against above tender vide bid Id no. 330396 dtd :-07.09.2018 & subsequent correspondence on above subject matter

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: Slurry Pump 100M

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

S N	Item Description	Qty. (Set)	Unit Basic Rate (Rs)	Freight (In Rs)	Installation & Commissioning Charges (In Rs)	Extended Landed Value (In Rs)
1	Supply Installation & Commissioning of Slurry Pump 100M [Make: WEIR & Model: 4/3 AH-WRT]	01	1,05,000.00	6,000.00	10,000.00	1,21,000.00
GST (SGST+CGST) @ 18 %						21,780.00
Total Landed Rate on FOR Basis						1,42,780.00

Note:-Detailed Technical specification will be as per Annexure-‘A’

2. TOTAL ORDER VALUE: The total order value will be **Rs.1,42,780.00**(Rupees One Lakhs forty two thousand seven hundred eighty only) on F.O.R. Destination basis.

3.GST:(a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present rate of GST is 18 % [9 % CGST +9 %SGST].

(b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.

(c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.

[Handwritten Signature]

[Handwritten Signature]

- (d) You have to ensure that if BCCL does not be able to avail Input Credit due to your fault then the loss amount to be recovered from you.
- (e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
- (f) E-Way bill, if required, shall be arranged by you.
- (g) HSN codes and GST rates of the items covered in the above supply order placed will be as under:

Sl no.	Item	HSN code	GST rate
1	Slurry Pump	8413	18 % [9 %CGST +9%SGST].

- (h) Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	M/s Rathi Mining and Engineering Industries
2	Constitution of Business	INDIVIDUAL
3	Trade Type	Dealer
4	PAN	AKSPR8909B
5	GSTIN	20AKSPR8909B1Z1

4. Packing & Forwarding Charges: As above

5. Freight & Insurance Charges: As above

6. Mode of Dispatch: By Road on F.O.R. Destination, Freight paid basis.

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

7. Delivery Period: Supply Installation & Commissioning of ordered item shall be completed **within 3 months** from 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

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

8. Consignee & Paying Authority: Consignee & Paying Authority for this

Order will be as under:

Consignee	Paying Authority
The Project Officer, Moonidih Coal Washery, W.J. Area, B.C.C.L.	AFM, Washery B.C.C.L., Dhanbad
BCCL GSTIN no. 20AAACB7934MFZB	
Supply Point of firm: Dhanbad	

09. Payment Term:- : 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 against submission of PBG.

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 Project Officer/GM(WS)WD or their representative 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.

10. Submission of Bill: 100% value of bill duly stamped, signed & pre-receipted in quadruplicate, as per terms of the order should be submitted for payment to the paying authority

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through consignee. Bill should be submitted along with challan, Consignment note (if required) , packing list if any, guarantee/warranty certificate, fitment / Test certificate if required , proof of payment of freight charges if freight is claimed , documentary evidence of taxes payment if claimed, Price Certificate and other documents as per order . (Note – All documents to be submitted shall be duly authenticated). **Note:** No payment will be made without submission of performance Bank Guarantee & security deposit, if covered in order.

11. Guarantee /Warranty: You shall guarantee for the satisfactory performance of the complete equipment/stores for a period of 18 months from the date of receipt and acceptance or 12 months from the date of Installation & commissioning, whichever is earlier. You shall be responsible for any defects that may, under the condition provided for by the contract and under proper use , arise due to faulty materials , design or workmanship and shall remedy such defects at his own cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement or renewal shall be made by you 100 % free of cost without any extra cost to BCCL. The new goods should be supplied on FOR destination basis free of cost.

12. PRICE CERTIFICATE: You should submit a certificate along with bill as stated below: "The rates of the stores under this contract are the lowest at which we are selling to any other customer/Govt. Deptt./ Subsidiaries of CIL/ Other PSUs . If the materials are sold at any lower rate than that mentioned in this contract to any other agency , the same will automatically be applied to this contract from that date. "

13. Security Deposit—You will be required to deposit as security money 10% of the total value of the contract (including Taxes, duties, and other charges to the FOR Destination prices in the form of Bank Draft (In name of Bharat Coking Coal Limited payable at Dhanbad)/Bank Guarantee within 15 days from the date of order.

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

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

The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If you fail to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL .

The Security Money shall be refunded within 30 days of satisfactory execution of contract. . For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited.

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

The Performance Bank guarantee (as per enclosed format at Appendix-II) issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued

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under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode are furnished below:

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

The Performance Bank Guarantee shall be released after fulfillment of all contractual obligations including warranty /guarantee conditions stipulated in the contract. For unsatisfactory performance and/or contractual failure, BCCL shall have the full right to invoke/en-cash the Performance Bank Guarantee.

15. Inspection– Final inspection shall be carried out at the consignee end after receipt of materials by the GM, Washery ,BCCL or their authorized representative .

16.Input Tax Credit: BCCL is entitled to avail Input tax credit of above GST amount and it will be availed on the submitting of all the necessary documents required as GST act.

17.Transit Insurance – Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

18. 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 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 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 payBCCL on demand the remaining amount. You will not be entitled to any gain under this clause.

19. 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

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identical description to any other organization from date of offer till completion of supply under the contract.

ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to GM(MM), Bharat Coking Coal Limited, Commercial Block, Level -III, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.

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

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

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

Enclosure: 1. Technical Specification (Annexure-A).

2. Format for Security Deposit Bank Guarantee (Appendix-I).


3. Format for Performance Bank Guarantee (Appendix-II).


INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date	e. BC & e. FC Ref.
Indent no:-CAP/MW/17-18/53 dtd 12.09.2017 of GM(Ws), Western Washery Zone, Mohuda IR No. 117216 dtd :-08.03.2018	Adhoc BC no. BCCL/C&B/CAP/Reg PN-02/SN-43/eBC No 3 dated 22.05.19 Head: P&M (Others) New Job, File Organizing Authority:-GM(WD), UNIT Code:-3100 of Rs. 1,42,780.00 e.F.C. No.01 dtd :-12.06.2019 for Rs. 1,42,780.00

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.


(Alok Kumar)
DM(MM)


(R K Mishra)
CM (MM)

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

Copy to:

1. Project Officer, Moonidih Coal Washery, BCCL
2. AFM Washery, BCCL
3. GM (WS)/WD, CCWO Washery Division, BCCL
4. MM (Tech Cell), MM Div, Koyla Bhawan.
5. Master File/Office Copy.
6. GM (MM), CCL / NCL / WCL / SECL / MCL / ECL
7. Shri Pramod Deepak Sudhakar, IAS (Retd.), Address :A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301
8. M/s Weir Minerals (India) Pvt Ltd, Address:- # 471/D1, 3rd Main, 4th Phase, Peenya Industrial Area, Bengaluru, Pin-560058

ANNEXURE-'A'**TECHNICAL REQUIREMENT AND SPECIFICATIONS****(A) SCHEDULE OF REQUIREMENT:**

SL. No	ITEM DESCRIPTION	Quantity
1	Supply, Installation & Commissioning of 100M Slurry Pump	1Sets

(B) TECHNICAL SPECIFICATIONS & OTHER PARAMETERS:

Supply, Installation & Commissioning of Complete bare shaft set of 100M slurry pump with all wetted parts in Ni Hard casting/ high chrome steel with pulley excluding motor.

Capacity/ slurry to be handled-150 cubic meter/hr

Head:-30 Meters

Specific gravity of slurry-1.50

Maximum particle size-1.0 mm

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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.]

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

Name of Bank State Bank of India
Branch name Main Branch Dhanbad
A/C no. 35160317947
IFSC Code SBIN0000066

OR

Name of Bank ICICI Bank
Branch name ICICI Bank, Dhanbad
A/C no. 019605001057
IFSC Code ICIC0000196

Datedday of

For Bank

Emp. Code.

Signature of the authorized person

For and on behalf of the Bank

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APPENDIX -II**FORMAT OF PERFORMANCE BANK GUARANTEE**

1. Messers ----- a company having Regd. Office /its office at -----
-----hereinafter called the Seller has entered into a Contract No.-----
-----dt.----- (hereinafter called the said Contract) with Bharat Coking Coal Limited having its
Regd. Office (address to be given.....) (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,----- (Name of the Bank) do hereby undertake to pay the amounts due and payable under this
guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss
or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said seller of any of
the terms or conditions contained in 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,----- (Name of the Bank) 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 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-----period of contract + 90 days from the date of Bank
Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We., (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 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 ,----- (Name of the Bank) 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.]

The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper
form as well as issued under " Structural Financial Messaging System". The detail of beneficiary for issue of BG under
SFMS mode platform are furnished below:

Name of Bank State Bank of India
Branch name Main Branch Dhanbad
A/C no. 35160317947
IFSC Code SBIN0000066

OR

Name of Bank ICICI Bank
Branch name ICICI Bank, Dhanbad
A/C no. 019605001057
IFSC Code ICIC0000196

Datedday of
For Bank
Emp. Code.

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

Handwritten signature