MM/TERCELL

Under jurisdiction of Dhanbad Court and Jharkhand High Court

## **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



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

### **SUPPLY/PURCHASE ORDER**

Ref.No. BCCL BCCL/PUR/113254(II)/13-14/ Horz. Pumps/106/178

To,

M/s Flowmore Limited 44, Kabir Road, (First Floor) Kolkata - 700026

**ORIGINAL BY REGD. POST** 

Date: 02.12.2014

VENDER CODE: 1/26/M/T/004 calmkt@flowmoregroup.com

Sub.:

Supply of Horizontal Bare Pumps and Pump sets

Ref:

1. This Office Tender no: BCCL/PUR/113254(II)/13-14/Horz. Pumps/106 dtd 24.12.13 opened on 17.01.14 Price Bid opened on 29.05.14 2.Your Offer no.:FL/KOL/SC/2014EQ-002 dated 11.01.14&

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 Bare Pump and 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 I	Item Description	Qty (Sets)	Unit Basic Rate( Rs)	E.D.	CST	Freight	Transit Insurance	Unit Landed Rate	Extended Value
	Horizontal Pumps (Bare Pumps Only)								
1	120m x 500 GPM	1	72742.46	4495.48	1544.76	1400.00	40.00	80222.70	80222.70
2	120m x 600 GPM	3	72742.46	4495.48	1544.76	1400.00	40.00	80222.70	240668.10
3	150m x 500 GPM	3	240453.78	14860.04	5106.28	4660.00	100.00	265180.10	795540.30
4	180m x 600 GPM	3	283897.18	17544.85	6028.84	5520.00	100.00	313090.87	939272.61
5	200m x 1000 GPM	2	402102.82	24849.95	8539.06	7860.00	100.00	443451.83	886903.66
Н	Horizontal Pump Sets with Motor, Starter, Base Frame, Valves & Accessories								
3	150m x 600GPM, 550V, FLP	2	890928.78	55059.40	18919.76	17337.00	300.00	982544.94	1965089.88
4	180m x 600GPM,	3	1043359.94	64479.64	22156.79	20300.00	354.00	1150650.4	3451951.11

2324736.4

300.00 2540783.2 7622349.63

15981997.99

1,59,81,998

Date: 02.12.2014

Total Value in Rs. (Rounded off)

Detailed Technical Specifications will be as per Annexure-A enclosed at page no.6-7

Total Value in Rs

143668.71

2. TOTAL ORDER VALUE: The total material value will be Rs. 1, 59, 81,998 (One Crore fifty nine lakh eighty one thousands nine hundred eighty eight only) on F.O.R. Destination basis.

49368.10 |22710.00

- 3. Excise Duty & CESS: Will be paid at actual on submission of documentary evidence. However, offered/Presently applicable rate (6.18%) indicated above.
- 4. CST: CST will be paid as applicable. However, presently applicable rate (@ 2%) indicated above.
- 5. Packing & Forwarding Charges: Nil

3

550V, FLP

180m x

2000GPM.

3.3kV, NFLP

9

- 6. Freight Charges: Will be paid at actual on submission of documentary evidence subject to maximum amount indicated above.
- 7. Transit Insurance Charges: Will be paid at actual on submission of documentary evidence subject to maximum amount indicated above.
- 8. Mode of Dispatch: By Road on F.O.R. Destination.
  - NOTE: You will ensure safe & sound delivery of stores at consignee's end.
- Road Permit: If required, the same may be obtained from consignee under intimation to this office.
- 10. Delivery Period: Bare Pumps (Without Electricals): Within 3 months or earlier.
  - Pump Sets with 550V FLP Electricals & accessories: Within 4 months or earlier.
  - Pump Sets with 3.3kV FLP Electricals and accessories: Within 5 months or earlier.
  - Pump Sets with 3.3kV NFLP Electricals and accessories: Within 5 months or earlier.
  - [Delivery period will be reckoned from 10<sup>th</sup> day from the date of placement of order]
  - Any increase in the rate of taxes & duties beyond delivery period will be borne by you.
- 11. Consignee & Paying Authority: Consignee & Paying Authority for this order will be as under:

Consignee	Paying Authority		
The Depot Officer, Central Stores, Ekra,	The General Manager (F)(MM), Purchase Finance, Koyla		
B.C.C.L.	Bhawan, B.C.C.L., Dhanbad		

- 12. Payment Term: 100% payment will be made within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later.
- 13. 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 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 Excise duty payment if claimed, Price Certificate and other documents as per order.

(Note - All documents to be submitted shall be duly authenticated)

- 14. Guarantee/Warranty: The item will be covered by guarantee / warranty against any manufacturing defects/workmanship for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of materials. Any defect observed on this account shall be attended to immediately and replace the material within 30 days on mutual agreement.
- 15. 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 " Mallonin

\*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 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 in the standard format as provided in Appendix-III of NIT. No payment will be made without submission of the performance bank guarantee..

Date: 02.12.2014

- 17. Security Deposit: will be waived as being registered with NSIC.
- 18. <u>Inspection:</u> 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 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 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), 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.

#### **IMPORTANT**

<u>CENVAT</u>: Coal has become the excisable commodity with effect from March 2011.

In order to get CENVAT credit, the following information must be contained in the invoice issued by

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the supplier for Revenue and Capital goods:

- > Serial number of the invoice,
- > Registration number,
- > Address of the concerned central excise division,
- Name of the consignee,
- Description of the goods,
- Classification of the goods,
- > Time and date of removal,
- > Mode of the transport and vehicle registration,
- > Rate of duty,
- Quantity and value of goods and
- Duty payable thereon.

Following information must be contained in the said document for availing CENVAT credit on input service.

- > Serial number,
- Name, address and registration no. of person providing taxable services,
- > Name and address of the person receiving taxable services,
- Description, classification and value of taxable services provided or to be provided
- Service tax payable thereon.

THE DESIRED INF	ORMATION FOR R	AISING VAT/CENVAT INVOICE	
	SUPPLIER	CONSIGNEE	
Name & Address Of Area:		Ekra Central Store, Block — II Area, BCCL, Nawagarh, Dhanbad, Jharkhand — 828306	
Tin No.:		20821500736	
JST No.:		KT 651 (R)	
CST No:		KT – 254 (C)	
Circle / Sub		Katras Circle Katras	
Service Tax Regd. No:		AAACB7934MST 009	
Central Excise Duty Regd. No:		AAACB7934MEM 007	
Range (Code):		Dhanbad - Code - 02	
Division (Code		Dhanbad - Code - 02	
Commissionerate (Code):		Ranchi - Code - 87	

All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and company's 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. Annexure-A (Technical Specifications)

2. Appendix-I (PBG Format)

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

(Alok Kumar)

Asst. Manager (MM)

(A.Ƙ.`Choudhary)

General Manager (MM)-S

Date: 02.12.2014

### **INDENT & BUDGET CERTIFICATION REFERENCE**

Indent no. and Date	Budget Certification no. & dt.
<ol> <li>BCCL/CGM(E&amp;M)/F-C Indent/13-14/141</li> <li>BCCL/CGM(E&amp;M)/F-C Indent/13-14/147</li> <li>BCCL/CGM(E&amp;M)/F-C Indent/13-14/148         Dated 23.05.13     </li> <li>IR No. 113254 (II) Dtd 17.12.13</li> </ol>	e-BC no BCCL/C&B/CAP/Reg. PN 21/SN 179/eBC No 361 dated 02.12.14 (Cap 14-15) under the head 'P&M' for Rs. 3,38,41,470.00 e-FC No. 246 dated 02.12.14 for Rs. 3,38,41,470.00 Out of above e BC& e FC of Total amount of Rs. 3,38,41,470.00, an amount of Rs 1,59,81,998 is for payment of M/s Flow More Ltd and Rs 1,78,59,472.00 is for payment of M/s Mather and Platt Pumps Ltd

#### Copy to:

- 1. Depot Officer, Ekra Central Stores, BCCL
- 2. GM (F)(MM), MM DIV, Koyla Bhawan.
- 3. GM (E&M)I/C Koyla Bhawan.
- 4. MM (Tech Cell), MM Div, Koyla Bhawan.
- 5. Master File/Office Copy.
- 6. GM(MM) SECL,CCL,ECL,WCL,NCL,CIL
- 7. Copy for kind information to IEM: Justice Ashok Kumar Chakraborty (Retd), BB-69, Sector I Salt Lake, Kolkata 700 064

Asst. Manager (MM)

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ANNEXURE -

Date: 02.12.2014

## SPECIFICATION OF HORIZONTAL SPLIT CASING PUMP

The Horizontal Split Casing Pump built up from top and bottom cover, impellers suction delivery branches suitable for handling mine drainage water at 45°C ambient temperature having specific gravity up to 1.03 at an altitude not exceeding 300 Mtr. above Sea level. The net suction lift should not be less than 5 Mtr.

The speed of pump will be 1500 (Synchronous) and a complete pump rotor shall be balanced statically and dynamically to provide vibration free operation.

The materials of construction of these pumps shall be as below:

Top & Bottom cover

: C.I.as per IS: 210; FG: 220

Shaft

: EN8 Steel(High Tnsile)

Impeller

: Bronze as per IS:318, Gr.II

Bearings with suitable lubrication

: Antifriction suitable for axial and radial thrust

arrangement

All Hydraulic parameter of the pump shall be subject to tolerance as per IS: 9137.

### Note:-

- a) Impellers shall be of fully shrouded enclosed type of suitable shell statically and dynamically balanced for smooth running.
- b) The motor shall be directly coupled to pump through a well-designed pin type couplings, alternatively and other suitable flexible/hydraulic coupling of adequate rating.
- c) The motor and Pump set along with coupling, shall be supplied mounted on a common bed frame of adequate strength.

#### **MOTORS:**

The pump shall be coupled directly through suitable flexible coupling to a continuously rated flame proof/NFLP squirrel cage induction motor 1500 RPM (Sync.) of adequate H.P. suitable for operation in AC 3 Phase, 50 Cycles, 550 V, FLP/NFLP as the case may be, insulation class 'F', foot mounted, TEFC/TETV along with cable entry glands.

MAKE OF MOTOR : NGEF/CGL / GEC / BHEL / SIEMENS / KIRLOSKAR /

## MARATHON [ suitable for S-D start ]

- a) It should have margin of at least 10% over and above power absorbed by the pump at +/- 10% of indicated head as on the performance curves.
- b) Suitable bearings with Lubrication arrangement to withstand axial & radial thrust at DE & NDE.
- c) Performance characteristic curves shown on Head Vs Discharge parameters to be submitted.
- d) In case of FLP motor, copy of valid DGMS approval of the manufacturer has to be submitted.

Asst. Manager (MM)

General Manager (MM)-S

## ADDITIONAL ACESSORIES TO ACCOMPANY EACH PUMP SET:-

a) Cast Steel Sluice valve of adequate size (Class - 300);

Make - Kirloskar / L&T / Fouress/KSB

- b) Cast Steel Non return valve of adequate size with bye-pass arrangement (Class 300); Make Kirloskar / L&T / Fouress/KSB
- c) C.I. Foot valve with strainer (Flange type) of adequate size.
- d) Priming Funnel with test cock
- e) M.S. Fabricated bed Plate of adequate strength and size matched to take vibration free load of the pump & Motor.

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- f) Coupling guard, gauges to show head in feet / Meter and discharge in GPM (Flow meter )
- g) Standard tools & tackles.

## STARTER [S-D Type]

Same as in case of Multistage Pumps

Asst. Manager (MM)

# Appendix-I

Date: 02.12.2014

# **FORMAT OF PERFORMANCE BANK GUARANTEE**

1. Messersa company having Regd.	Office /its office at
hereinafter called the Seller has ent	
(hereinafter called the said Contract) with Bharat	Coking Coal Limited having its Regd. Office
(address to the given(hereinafter called , the Purcha conditions in the said Contract.	ser) to supply equipment on the terms and
It has been agreed that hundred percentage( 100% ) payment of the viseller in the terms of the said Contract on the seller furnishing to the Purchaser equivalent to 10% of the value of each equipment and accessories dispatch faithful performance of the terms of the said contract and against any loss or confidence by the purchaser by reason of any of the terms or conditions contained	a Bank Guarantee for the sum ofed by the seller as security for the due and lamage caused to or would be caused to or
The Bank having its office at has at guarantee herein after contained.	the request of seller agreed to give the
2. We,	that the amount claimed is due by way of by reason of any breach by the said seller of of the seller's failure to perform the said the amount due and payable by the Bank the seller has disputed its liability to pay or an or legal proceeding is pending between
3. We,————————————————————————————————————	of the said contract and that it shall the said contract have been fully paid and contract have been fully and properly demand or claim under this guarantee is period of contract + 90 days from the date
4. We., (Name of the Bank) further agree with the purchaser, that the purchaser consent and without affecting in any manner no obligations hereunder to vary a contract or to extend time of performance by the said seller(s) from time to time to time any of the powers exercisable by the purchaser, against the said seller a and conditions relating to the said contract and we shall not be relived from our extension being granted to the said seller or for any forbearance act or omissior indulgence by the purchaser to the said seller by any such matter or thing whats sureties would be for this provision have effect of an relieving us. The Bank furth required for a longer period and it is not extended by the bank beyond the periot this purchaser the said sum of	any of the terms and conditions of the said e or to postpone for any time or from time and to forbear or enforce any of the terms liability by reason or any such variation or n on the part of the purchaser, or any oever which under the law relating to her agrees that in case this guarantee is d specified above, the bank shall pay to
<ol><li>We ,(Name of the Bank) lastly undertake not to revoke this guara previous consent of the purchaser, in writing.</li></ol>	intee during its currency except with the
6. The Bank has under its constitution power to give this guarantee and Mr behalf of the Bank has authority to do so. 7. This Bank Guarantee will not be discharged due to the change in the constituti	
[ In case the BGs are from outstation branch of Dhanbad then BG shall be encash bank with address and location of the said branch at Dhanbad/Kolkata will be as	
Name of the Bank : Name of the Branch : Location & address : The BG shall be subject to the jurisdiction of the Civil courts Dhanbad District or	nly.]
Date20	false subbaries descript
	f the authorised person n behalf of the Bank Emp. Code.