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Under jurisdiction of Dhanbad Court and Jharkhand High Court

Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

Website: www.bccl.gov.in

Office of the General Manager
Materials Management Department
Level-III, Commercial Block,
Koyla Bhawan, Dhanbad-826005
Phone: 0326-2230181
Fax No.: 0326-2230183

SUPPLY / PURCHASE ORDER

ORIGINAL BY REGD. POST

Ref. No.: BCCL/Pur/53/112228(12-13)/Face Pump/12-13/80

Dated: 19.07.13

To, M/s Risansi Industries Limited 123/374, Fazalganj Kanpur - 208012	I.R. no.: 112228 (12-13) Dated 27.12.2012 New Vendor Code: 1/15/M/T/009 Old Vendor Code: 828014 Fax: 0512-2213861 Email: headoffice@risansi.com
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Sub.: This Office Tender no. : BCCL/Pur/53/112228(12-13)/Face Pump/12-13/111 Dated 16.01.13 due & opened on 18.02.2013 (Off-Line) and 19.02.2013 (On-line)

Ref: Your Offer no. BCL/T-17/1379 Dated 12.02.2013 & 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: SCREW TYPE FACE PUMP

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

SN	Description	Qty.	Unit Rate	Extended Value
1	Screw Type, Positive Suction Face Pump, 30m Head X 200 GPM with 550V FLP Electricals, Base Frame & Accessories [#]	40 Sets	1,28,500.00	51,40,000.00
2	Screw Type, Positive Suction Face Pump, 30m Head X 200 GPM Bare only (Without Electricals & other Accessories) [#]	60 Nos.	28,500.00	17,10,000.00
	Total			68,50,000.00
	E.D. & Cess	12.36 %		8,46,660.00
	Sub Total			76,96,660.00
	CST @ 2 %	2 %		1,53,933.00
	Total Landed Value			78,50,593.00

[#] Detailed Technical Specifications will be as per Annexure 'A' enclosed herewith

- TOTAL ORDER VALUE:** The total order value will be Rs. 78,50,593.00 (Seventy Eight Lakh Fifty Thousand Five Hundred Ninety Three) only on Ex. Works basis but the contract will be on F.O.R. Destination basis.
- EXCISE DUTY & CESS:** Will be paid extra actual on submission of documentary evidence. However, present rate is 12.36%.
- CENVAT-** 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 the supplier for Revenue and Capital goods:

[Signature]

[Signature]

- 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 and Service tax payable thereon.

THE DESIRED INFORMATION FOR RAISING 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

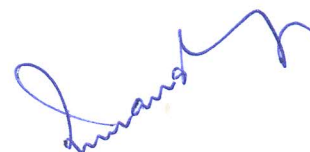
4. CST: CST will be paid extra @ 2 % against issue of form 'C'.
5. PACKING & FORWARDING CHARGES: Inclusive.
6. Freight & Insurance Charges: Inclusive.
7. Mode of Despatch: By Road on F.O.R. Destination, Freight paid basis.
NOTE: You will ensure safe & sound delivery of stores at consignee's end.
8. Road Permit: Road Permit, if required, may be obtained directly from the Consignee under intimation to this office.
9. Delivery Period:
For Sets (with electricals): 20 sets within 3/4 months or earlier, thereafter 10 sets per month.
For Bare Pumps: 20 nos within 2 months or earlier, thereafter, 20 nos per month.
However, keeping in view of our extreme urgency, earliest delivery will be appreciated.
[Delivery period will be counted from 10th day of placement of this supply order]
Any increase in the rate of taxes & duties beyond delivery period will be to your account.
10. Consignee & Paying Authority: Consignee & Paying Authority for this order will be as under :
Consignee: The Depot Officer, Central Stores, Ekra , B.C.C.L.
Paying Authority: The General Manager (F) (MM), MM Division, Koyla Bhawan, BCCL, Dhanbad
11. 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.
12. 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)

No payment will be made without submission of performance Bank Guarantee & security deposit , if covered in order .

13. Guarantee /Warranty : Materials supplied should be guaranteed for a period of 12(twelve) months from the date of fitment or 18 months from the date of receipt and acceptance at consignee end , whichever is earlier , against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended within 07 days from the date of receipt of report and replace the materials within 21 days free of cost.
14. 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 "
15. Performance Bank Guarantee – You shall furnish a Performance Guarantee equivalent to 10% of the total value of the supply order / contract (by adding Excise Duty and Sales Tax etc to the FOR destination price of the equipment ordered. The performance guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached as **ANNEXURE-B** (on a non judicial stamp paper of value Rs.250.00 only). This Bank Guarantee shall be initially valid for three months beyond the expiry of Guarantee/ Warranty period . PBG shall either be released or extended depending upon the merit of the case. This Performance Guarantee shall be for the performance of the Contract / Supply Order.PBG may be submitted either for entire order quantity at a time or each equipment wise/lot wise.
16. Security Deposit - As the NSIC registration certificate submitted by you has expired on 26.05.13. you are therefore required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices) without having any ceiling in the form of Bank Draft /Bank Guarantee 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 .
17. Inspection – Final inspection shall be carried out at the consignee's end after receipt of materials by the concerned technical head or their authorized representative.
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 pay BCCL 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 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.

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.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(A.K. Choudhary)

General Manager (MM)-Pur

(Imran Ashja)

Asst. Manager (MM)

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date	Budget Certification no. & dt.
BCCL/CGM(E&M)/F-C Indent/Face Pump/13-14/133 Dated 21.11.2012 I.R. No: 112228 (12-13) Dated 27.12.2012	Earlier BC No. BCCL/C&B/Cap/13-14/2/Adv Comm/141/25/5 dated 03.12.12 for Rs. 90,00,000.00 e-BC no BCCL/C&B/Cap/Reg. PN-16/SN-110/e-BC No 226 dated 15.07.13 for Rs. 78,50,593.20 e-FC no 61 dated 15.07.13 for Rs 78,50,593.20

Copy to:

1. Depot Officer, Central Stores, EKRA
2. GM(F)(MM), MM DIV., Koyla Bhawan.
3. CGM(E&M), Koyla Bhawan.
4. MM(Tech Cell), MM Div, Koyla Bhawan.
5. Master File/Office Copy.
6. Special Cell, CMPDIL, Kanke Road, Ranchi
7. Copy to IEM: Justice Ashok Kumar Chakraborty (Retd), BB-69, Sector I, Salt Lake, Kolkata - 700 064

ANNEXURE-'A'**SCOPE FOR SUPPLY**

S.No.	Item	Qty.
1	Screw Type, Positive Suction Face Pump, 30m Head X 200 GPM with 550V FLP Electricals, Base Frame & Accessories	40 Sets
2	Screw Type, Positive Suction Face Pump, 30m X 200 GPM Bare only (Without Electricals & other Accessories)	60 Nos.

TECHNICAL SPECIFICATIONS OF SCREW TYPE FACE PUMP

This specification broadly covers requirements for manufacture, supply and other technical parameters for positive suction screw type face pumps to be used in coal mines primarily for drainage/handling of gritty mine water from coal mines U/G face workings, the pumping set shall satisfy the following conditions :-

- The pumping set shall be compact and of robust construction to withstand rough use in underground mines face working and overall design shall be such that it can be easily dismantle and shifted from one place to another/surface to underground etc.
- The equipment offered shall be capable of performing satisfactorily in heavy dust laden atmosphere and ambient temperature of 45 (deg) with a relative humidity of 98%.
- The material of parts of pump shall be so chosen so as to withstand and deal with polluted and thick/gritty mine water containing solid particles up to 3 mm (1/8") size normally encountered in the coal mines face and workings.
- The pumping set shall be of proven and reliable design. It shall be manufactured to standard manufacturing practices to ensure interchangeability of parts. All the parts shall strictly conform to relevant I.S. specification.
 - The stator shall be softer materials than rotor. The material of stator and rotor shall be suitably selected and tribologically matched so as to give longer service life at higher efficiency.
- The Pumping set shall be designed to meet the following duty requirements.
 - Rated capacity/Output at the service conditions detailed above
Normal requirement shall be indicated as per table given at Annexure-I (on next page) and shall be indicated in the offer, specific requirement shall also be indicated separately in the offer.
 - Total suction lift
Around 7m (23') at an altitude of 300 m (1000') above sea level.
 - Efficiency of the Pump
The efficiency of economic operating range of the pump set shall be around 60% (preferably in the range of 60-70%)
 - Electricals
To meet the above duty requirement and as per specification below.
The motor speed shall be 720 rpm.
 - Duty Parameters
Head: 30m
Discharge: 200 GPM
- The drive shall be from a suitably designed Horizontally foot mounted FLP type sq. cage induction Motor to suit 3 phase/50 Hz/550V +/- 10% AC supply, insulation class 'F'. The motor shall be continuously rated and suitable for service conditions given above.
 - The KW rating of the motor shall be adequate to meet duty requirement given at para 5 and shall conform to relevant I.S. specification.
 - The motor shall be supplied with mining type suitably rated FLP DOL starter. The make of the starter will be limited to AY/MEI/KIL/VOLGA/PRABHU/ML. Earth leakage protection on CBT principle of setting 250-750mA with test/reset push button and indicating lamps with ammeter, etc. The rating of the contactor shall be not less than twice the full load current.
 - Cable entries/in-coming & outgoing cable joint boxes and starter shall be to suit PILC/PVC armoured cable (mining type) along with glands etc.

- d) All electricals shall be suitable for degree III gassy mines and shall be approved by DGMS with all the standard protection features like E/L O/L etc.
7. **The supplier's list for spares shall be submitted indicating fast moving, medium moving and slow moving items separately.**
8. **TRAINING:**
The supplier shall provide facilities for training of engineers & technicians in their works at users place to acquaint, free of charge.
9. **For all the electrical, currently valid DGMS approvals shall be submitted at the time of supply.**

GUARANTEE

Any component found to be defective either due to bad workmanship or design or faulty material within a period of 12 months from the date of commissioning or 18 months from the date of delivery (whichever is earlier) shall be replaced free of cost by the supplier. The free replacement item shall be supplied expeditiously to the user of the equipment and supplier shall also arrange for the guidance by its competent service Engineers and design staff.

AFTER SALES SERVICE

A card bearing the name of address of manufacturer/supplier shall accompany each pump set. This card shall be used for the purposes of information to be sent to manufacture /supplier in case the user needs any assistance at the time of commissions of later when the pump is in use.

The manufacturer/supplier shall build up matching after sales services so as to provide at least 2 inspections in a year for each pump set supplied.

A copy of each of the inspection report, jointly signed by colliery engineer/authorized person shall be submitted in the office of the CGM (E&M), BCCL and also Area Manager (E&M) of the Area concerned.

The report shall have detailed observations made relating to performance of the Pump.

The manufacturer/supplier shall make provision for stocking spares at Dhanbad or nearby place to meet the requirement of user at short notice.

