

	(UNDER JURISDICTION OF DHANBAD ONLY)
	Bharat Coking Coal Limited
	(A Subsidiary of Coal India Limited)
	(A GOVT. OF INDIA UNDERTAKING)
	OFFICE OF THE GENERAL MANAGER (MM), WASHERY DIVISION
	Saraidhela, Post- Saraidhela
	DHANBAD-828127 (Jharkhand)
	Phone No. 0326-2222647 Fax No. 0326-2222644

SUPPLY/PURCHASE ORDER	UNDER JURISDICTION OF DHANBAD ONLY
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BY REGD.POST / SPEED POST

Ref No: BCCL/PUR/300052/Slurry pump/Moonidih Washery/09-10/01 Date: 10.10.2012

To

M/s Hidustan Dorr-Oliver Ltd.,
 Queens Court, Flat No. 1A, 1st Floor,
 8C, Queens Park, Ballygunge,
 Kolkata- 700019
 FAX No. - 033-24858172.
 Ph. 033-65269827/65331782
(Vendor Code: 1/06/M/T/040)

Sub: Supply of Slurry Pump.

- Ref: i.Tender no BCCL/PUR/300052/Slurry pump/Moonidih Washery/09-10/43 opened on 27.07.2009.
- ii. Your offer No.C24270/SS dt.23.07.2009 (Techno-commercial bid) & noC24270/SS/A dt 23.07.09 (Price Bid)
- iii Your letter no C61072 Dt 31.01.11, NoC60952/RBS/A Dt11.10.10, noC60952/RBS Dt 11.10.10, C60071/SS Dt10.2.10, No C61066/RBS dt 28.01.2011, No C 61072/RBS dt 31.01.11, noC61717/RBS dated 14.09.2012.
- iv Our letter no BCCL/PUR/300052/Slurry pump/Moonidih Washery/09-10 Date: 01.02.2010

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of Slurry Pump (Material Code: - 26499999093) at the following price, terms and conditions:

1. SCOPE OF SUPPLY:-

Sl. No.	Item	Qty	Rate	Value
1	HDO 150M Centrifugal Bare Shaft pump complete with base frame wetted parts in nihard construction check valve assembly, V Belts-driven pulley fitted on shaft with key & drive pulley with pilot bore but without	06 Nos.	383000.00	22,98,000.00

	motor & drive system as per detailed technical specifications as per Annexure I (Model 150 M) Make – HDO.			
			Packing & Forwarding charges@2%	45960.00
			Excise duty	Not Applicable
			Sales Tax@2% against C Form	45960.00
			Freight Charges@ Rs40000/-each	240000.00
			Transit Insurance@ 0.5%	11490.00
			Total	2641410.00

Total Value Rupees Twenty Six Lakhs Forty One Thousands Four Hundred Ten only

NB Detailed Technical Specifications enclosed as Annexure I

TERMS & CONDITIONS:

Other terms and conditions of purchase shall be as follows.

1. Price on F.O.R. destination basis inclusive of Packing & Forwarding and Freight & Insurance charges.
2. ED and Cess - Not Applicable
3. Sales tax shall be payable extra as applicable at the time of supply. The present rate is @2% against form C to be obtained from the consignee
4. Delivery: **Within Six Months** from date of issue of this purchase order. **Safe arrival of materials shall be your responsibility.**
5. Installation & commissioning shall be done by you free of cost.
6. Submission of Invoice: Invoice in favour of the consignee is to be submitted in five copies.
7. Payment: 80% payment shall be made within 30 days after receipt /acceptance of material or receipt of Bill whichever is later against submission of Performance Bank Guarantee as per clause 13 of this order. Balance 20% within 30 days after successful installation & commissioning against submission of certificate for the same from the project officer of Moonidih Washery.
8. Consignee – **Project Officer, Moonidih Coal Washery, Post Moonidih, Thana Putki, Dist. Dhanbad, Jharkhand**
9. Paying Authority- **GM (F) MM, Level IV, Commercial Building, Koyla Bhawan, Dhanbad-826005**
10. Issue of Road Permit: Road Permit if required may be obtained directly from the Consignee under intimation to this office.

11. 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 12 of this order.

12. 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.

13. Performance Bank Guarantee:– A Performance Bank Guarantee of scheduled/ Nationalized Bank in India valid for 18 months from the date of receipt/acceptance of materials by the consignee 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

14. Inspection & Tests:-

- i) The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
- ii) If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination, when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.
- iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
- iv) 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.
- v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

15. 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 reserves the right:

- 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% at the discretion of Head of the Materials Management Division.
- 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
- 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 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.

16. 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 **GENERAL MANAGER (MM), Washery Division, BCCL At/PO: Saraidhela, Dhanbad-828127 (Jharkhand), INDIA**, 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.

17. 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 of the order shall be submitted to the paying authority along with a certificate towards satisfactory installation & commissioning of the pumps from the consignee.

18. Bank Details: -

- | | |
|---|--|
| a) Name of the Bank | Bank of India |
| b) Name of the Branch with complete address | Andheri Corporate Banking Branch,
M D I Building, 28, SV Road, Andheri
(West), Mumbai- 400058. |
| c) Party's Account Style | Cash Credit |
| d) Party's nature of Account | Cash Credit |
| e) Party's Account No. | 011930110000016 |

19. Guarantee /Warranty:-

i) The item will 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 and acceptance. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month. For specific warranty on assemblies and sub-assemblies, details given in Technical specification may be referred to.

ii) Special Warranty Clause: - If the order is decided to be placed on the bidder, the bidder should confirm against the clause that in the event of any breakdown or failure of performance due to 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 replacement or rectification work shall be carried out by the supplier at site at no cost to the purchase within 21 days of settlement of warranty claims.

“At no cost to the purchaser” means, you will have to bear all the expenses up to the destination site i.e. Ex-works prices, Excise Duty, Sales Tax, Insurance, Inland Transportation charges etc. as applicable to ensure free delivery of warranty replacement at BCCL colliery sites.

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

iii) You must ensure that there is no major breakdown due to Manufacturing/ design defect during the warranty period. In cases such Breakdown occurs, the purchaser will reserve the right to extend the warranty period suitably as per the availability clause mentioned in the Technical Specification.

20. 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.

21. 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”

22. You shall provide detailed equipment drawing, literature, operation maintenance and spare parts manual along with the supplies of pumps.

23. 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.

24. Mode of Dispatch: – The stores shall be dispatched by road on freight paid basis

25. 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 out-break of hostilities, declaration of an embargo / curfew or blockade or fire, 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 it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:

a) The successful bidder will, in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authority, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation 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 delays arising out of Force Majeure , the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exists.

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

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

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

Enclosed

Annexure I- Detailed Technical Specification

Annexure II- Format for Bank Guarantee for Security Deposit

Annexure III- Format for Performance Bank Guarantee.

(S. AHMAD)
M T (MM)

(P.Ranjan)
Sr. Manager (MM)

INDENT REFERENCE

Indent No. and Date	Budget Certification/FC No. & dt.
<ol style="list-style-type: none"> 1. CAP/MW/S/06-07/019 dated 08.02.2006 2. IR No.0052(09-10) dt 8.05.2009 	<ol style="list-style-type: none"> 1. eBC No. BCCL/HQ/PP/CM (F)/12-13/P&M/WD/A-17/71/10 eBC dated 20.03.2012/31.07.2012 for Rs 26,41,410/- (Rs Twenty Six Lakhs Forty One Thousand Four Hundred and Ten only) 2. EFC No. 5 dated 19.09.2012 Rs 26,41,410/- (Rs Twenty Six Lakhs Forty One Thousand Four Hundred and Ten only)

This order issues with the concurrence of finance & approval of D (T) (P&P).

Copy to:

1. CGM (I/c) (Ws)
2. GM (F), MM, Koyla Bhawan.
3. GM ,WWZ
4. Project Officer, Moonidih Coal Washery.
5. Depot Officer, Moonidih Coal Washery.
6. Area Finance Manager, Moonidih Coal Washery.
7. MM (Tech Cell), MM Div, Koyla Bhawan.
8. Master File/Office Copy.
- 9.Registered Office: M/s Hidustan Dorr-Oliver Ltd.,Dorr-Oliver House, Chakala, Andheri (East), Mumbai- 400099.

BANK GUARANTEE FOR SECURITY DEPOSIT

In consideration of M/s **Bharat Coking Coal Limited** (a subsidiary of Coal India Limited), Dhanabdi (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 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