



**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
Office of the General Manager(MM)  
Materials Management Department  
Commercial Block L-III , Koyla Bhawan : Koyla Nagar  
Dhanbad : 826005(Fax No- 0326-2230183)

**ORIGINAL BY REGD. POST.**

<b>SUPPLY / PURCHASE ORDER</b>	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.
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Ref. No. Pur / 530059A/ OCP Pumps / KA/ 10-11/Maxflow/ 95 Dt: 28.07.2011

To, [ I.R. no. 0059A ( 10-11 ) Dt. 17 / 07 / 10 ]

M/s. Maxflow Pumps India Pvt. Ltd. ,  
1/5, Khandsa Road ,  
Gurgaon

**Vender Code : 809003**

**FAX : 0124 – 4031087**

Sub.: This Office Tender No. PUR/ 530059A/OCP Pumps/KA/10-11/58  
Due & Opened on 30/09/2010

Ref: Your Offer No. QE20.530/GGN Dt. 24/09/10 & 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 SPLIT CASING PUMP**

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

SN	Item Description	Qty. (Set)	Unit Landed Rate	Extended Value
1	Pump Motor Set complete with NFLP Electricals, Starter 3.3KV X 150 M X 2000 GPM Detailed specification as per Annexure – “ A “ enclosed	1	Rs. 1844921.00	Rs. 1844921.00

*[ Price-Break-up for arriving Landed Rate as offered by you is placed at Annexure -B.]*

- TOTAL ORDER VALUE** : The total order value will be Rs. 18,44,921.00 ( Rupees  
Eighteen Lakh Forty Four Thousand Nine Hundred and Twenty One ) only on F.O.R.  
Destination basis .
- Excise Duty & CESS** : Will be paid extra at actual on proof of documentary evidence .  
However , payment of E.D. will be limited to the amount indicated at Annex. 'B' .
- CST** : Will be paid at actual . However , the offered rate indicated at Annex. 'B'

5. Packing & Forwarding Charges :

Indicated at Annex. 'B' .

( Contd. Page-2 )

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6. Freight & Insurance Charges :

Indicated at Annex. 'B' .

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 : Supply to be completed within 4 – 5 months or earlier from the date of receipt of order .

*However , keeping in view of our extreme urgency, earliest delivery will be appreciated .*

[ Delivery period will be reckoned from 10<sup>th</sup> 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	Paying Authority
The Depot Officer , Central Stores , Ekra , B.C.C.L.	The General Manager( F ) (MM) , MM Division , Koyla Bhawan , B.C.C.L. , 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 , Copy of Inspection Note of CMPDIL ( If required ) 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 “ .

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15. 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 Appendix-III enclosed herewith .  
No payment will be made without submission of the performance bank guarantee.

16. Security Deposit - Waived as being registered with NSIC .

17. Inspection – Final inspection shall be carried out at the consignee 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.

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## 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 )  
Chief Manager (MM)

INDENT & BUDGET CERTIFICATION REFERENCE

S.N.	Indent no. and Date	Budget Certification no. & dt.
1	BCCL:KA:IV:AM(E&M):09-10 Dt. 27/03/10	BCCL/C&B/BE /11-12 /74 Dt. 27.07.11 for Rs. 18,44,921/- A/C P&M Code – CAP ; 7615

Copy to:

1. Depot Officer, Ekra Central Stores.
2. CFM(PUR), MM DIV, Koyla Bhawan.
3. CGM(E&M), Koyla Bhawan.
4. GM , Katras Area , BCCL
5. MM(Tech Cell), MM Div,Koyla Bhawan.
6. Master File/Office Copy.

Chief Manager (MM)

ANNEXURE - " B "		
DETAILS OF PRICE-BREAK-UP FOR ARRIVING LANDED RATE AS OFFERED		
SN	Item Description	Unit Rate ( Rs. )
1	Bare Pump	286000.00
	Base Plate , Coupling , Coupling Guard & Foundation bolts	1047600.00
	Electric Motor	266400.00
	Starters	99600.00
	Valve & Other Accessories	99600.00
	E.D. on Pump Sets ( Pump , Base Frame , Coupling , Coupling Guard , Foundation Bolts & Electric Motor )	55974.00
	E.D. on Starter , Valves & Other Accessories	0.00
	CST on Pump Sets ( Pump , Base Frame , Coupling , Coupling Guard , Foundation Bolts & Electric Motor )	28291.00
	CST on Starter	5328.00
	CST on Valves	1992.00
	Freight Charges	35824.00
	Packing & Forwarding charges	8956.00
	Transit Insurance	8956.00
	Total Landed Unit Rate	1844921.00

Chief Manager (MM)

## **ANNEXURE “ A “**

### **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 of 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. Pump will also be tested hydrostatically and 1 ½ times the working head.

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/Eqvt. Steel
Impeller	: Bronze as per IS:318 , LG2-C/Eqvt.
Bearings with suitable lubrication arrangement	: Antifriction suitable for axial and radial thrust.

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

#### **Note:-**

- Impellers shall be of fully shrouded enclosed type of suitable shell statically and dynamically balanced for smooth running.
- 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.
- 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, 3.3/6.6 KV as the case may be, insulation class ‘F’, foot mounted, TEFC/TETV, IP-55 protection.

#### **MAKE OF MOTOR :NGEF / GEC / BHEL / SIEMENS / KIRLOSKAR / ABB / MARATHON / BHARAT BIJLEE**

- 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 .
- Suitable bearings with Lubrication arrangement to withstand axial & radial thrust at DE & NDE .

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

**STARTER**

- a) The mining type starter would be successfully tested type at CPRI for the offered ratings. A copy of CPRI test report to be submitted to this effect.
- b) VCB rating will be of 200 A in case of 3.3 / 6.6 KV starter duly successfully tested at CPRI. A copy of CPRI test report to be submitted to this effect.
- c) Magnetic O/L protection with a range of 50% to 150%
- d) Off- load interlocked reversing isolator of capacity 300% of full load current.
- e) Bus-bar- through going electrolytic copper with shrink fit PVC sleeves and hanging adequate cross section and current rating not less than 200 A.
- f) Incoming-Outgoing and through going cable sealing dividing box suitable for mining type PVCDWA Cable.
- g) Contactor suitable for AC-3 duty and should be operated through Aux. Transformer. The capacity of contactor should be thrice the full load current.
- h) Ammeter and OFF/ON indicating lamp.
- i) All components will be of standard make only
- j) Control wiring will be done by ISI marked copper wire of adequate size.
- k) Printed copy of circuit diagrams to be fixed inside the door panel.
- l) Earth leakage protection on CBT principle of setting 250-750mA with test/reset push button and indicating lamps.



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**TECHNICAL DATA SHEET**

DESCRIPTION & SIZE	3.3 KV X 150 M HEAD X 2000 GPM Discharge
QTY.	1 ( One )
Make	MAXFLOW
Pump Type	Horizontal Split Casing
Pump Model	QH.12.630
Liquid	Water
Specific Gravity	1.03
Temperature 0C	Ambient
Capacity in GPM ( m3/Hr.)	2000 ( 540 m3/Hr.)
Head ( Mtrs.)	150
BKW Water	294.27
BKW Liquid	303.1
Efficiency ( % )	75
Motor ( KW/RPM)	350/1500
Suction Size ( mm )	300
Discharge Size ( mm )	250
Shut of Head ( mtrs. )	177
NPSHR ( mtrs.)	3.8
Type of Starting	Star-Delta


**MOTOR**

MAKE	NGEF/GEC/BHEL/Siemens/Kirloskar/ ABB/Marathon/Bharat Bijlee
Type	Squirrel Cage Induction Motor
KW	350
RPM ( Syn.)	1500
Phases	3 Phase
Frequency ( Hz.)	50
Voltage	3.3 KV

Insulation

Class ' F '

Chief Manager (MM)

	<p align="center"><b>BHARAT COKING COAL LIMITED</b>          ( A Subsidiary of Coal India Limited )          Office of the General Manager(MM)          Materials Management Department          Commercial Block L-III , Koyla Bhawan : Koyla Nagar          Dhanbad : 826005(Fax No- 0326-2230183)</p>
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**ORIGINAL BY REGD. POST.**

<b>SUPPLY / PURCHASE ORDER</b>	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.
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Ref. No. PUR/ 530135-138/Horz. Pump/ Block II Barora/10-11/M&amp;P/94 Dt: 19.07.2011

To,

M/s. Mather & Platt Pumps Ltd. ,  
 Biswamitra Kutir,  
 Jayprakash Nagar, Lane No.3 ,  
 Dhanbad , ( JHARKHAND )

Vender Code – 1/22/D/T/018FAX : 0326 – 2396673

Sub.: This Office Tender No.

BCCL/PUR/ 530135-138/Horz. Pump/BL-II/Barora/10-11/E-TDR/119  
 Due & Opened on 28/02/11(Off-Line) , 01/03/11( On-line)

Ref: Your Offer No. E-P-015/BCCL/001 Dt. 26/02/11 & 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 SPLIT CASING PUMP**

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

S/N	Description	Qty.	Unit Basic Rate (Rs)	Extended Value
1	Centrifugal Horz. Pump Sets with 6.6 KV NPLP Electrical 150M Head X 2000 GPM Discharge <b>[ Your offered Model – 6/80 GME ]</b>	3	1780274.00	5340822.00
	E.D. & Cess @ 4.12%			220041.00
	CST @ 2% (as offered)			111216.00
	Freight & Insurance		53408.00	160224.00
				5832303.00

[ Technical Details will be as per Annexure “ A “ enclosed .]

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2. TOTAL ORDER VALUE : The total order value will be Rs. 58,32,303.00 ( Rupees Fifty Eight Lakh Thirty Two Thousand Three Hundred and Three ) only on F.O.R. Destination basis .
3. Excise Duty & CESS : Will be paid at actual on proof of documentary evidence .  
Quoted rate indicated above .
4. CST : Will be paid at actual . However , the offered rate indicated above
5. Packing & Forwarding Charges : Inclusive .
6. Freight & Insurance Charges : Will be paid at actual , limited to amount indicated above
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 : Supply of 2 sets of Pump will be made within 3- 4 months or earlier  
And balance quantity will be supplied within 6 months or earlier .  
*However , keeping in view of our extreme urgency, earliest delivery will be appreciated .*  
[ Delivery period will be reckoned from 10<sup>th</sup> 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	Paying Authority
The Depot Officer , Central Stores , Ekra , B.C.C.L.	The General Manager( F ) (MM) , MM Division , Koyla Bhawan , B.C.C.L. , 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 , Copy of Inspection Note of CMPDIL ( If required ) 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.

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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 – 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 Appendix-III enclosed herewith .

No payment will be made without submission of the performance bank guarantee.

16. Security Deposit - Waived as being registered with DGS&D .

17. Inspection – Final inspection shall be carried out at the consignee 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.

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## 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 store65-70s 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)  
Chief Manager (MM)

## INDENT & BUDGET CERTIFICATION REFERENCE

SN	Indent no. and Date	Budget Certification no. & dt.
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1	BCCL/CGM(E&M)/F-C Indent/ B-II/116 Dt.14/10/10 of Block – II [ I.R. no. 138(10-11) Dt.23/12/10 ]	
2	CGM/AR-1/ AM(E&M)/F-67/132/10 Dt. 10/08/10 of Barora [ I.R. No. 135(10-11) Dt. 16/12/10 ]	BCCL/C&B/BE (11-12) /72 Dt. 18.07.11 for Rs. 2,48,74,559.00 A/C P&M Code – CAP ; 7615

Copy to:

1. Depot Officer, Ekra Central Stores.
2. CFM(PUR), MM DIV, Koyla Bhawan.
3. CGM(E&M), Koyla Bhawan.
4. GM , Block II / Barora Areas , BCCL
6. MM(Tech Cell), MM Div,Koyla Bhawan.
7. Master File/Office Copy.

### **ANNEXURE ‘ A ‘**

#### **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 50°C ambient temperature having specific gravity of 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. Pump will also be tested hydrostatically and 1 ½ times the working head.

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

Top & Bottom cover	: C.I.as per IS: 210 ; FG : 20
Shaft	: EN8 Steel/Eqvt. Steel
Impeller	: Bronze as per IS:318 , LG2-C/Eqvt.
Bearings with suitable lubrication arrangement	: Antifriction suitable for axial and radial thrust.

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 shall be 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 NFLP squirrel cage induction motor 1500 RPM ( Sync. ) of adequate H.P. suitable for operation in AC 3 Phase, 50 Cycles, 6.6 KV +/- 10% , insulation class 'F', foot mounted, TEFC/TETV, IP-55 protection.

**MAKE OF MOTOR :NGEF / GEC / BHEL / SIEMENS / KIRLOSKAR / ABB /  
MARATHON/ALSTOM / BHARAT BIJLEE**

- a) It should have margin of at least 10% over and above power absorbed by the pump at +/- 10% of indicated head shown on the performance curves .
- b) Suitable bearings with Lubrication arrangement to withstand axial & radial thrust at DE & NDE .

( Contd. Page – 2 )

-: 2 :-

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


**STARTER**

- a) The mining type starter would be successfully tested type at CPRI for the offered ratings.  
A copy of CPRI test report to be submitted to this effect.
- b) Magnetic O/L protection with a range of 50% to 150%
- c) Off- load interlocked reversing isolator of capacity 300% of full load current.
- d) Bus-bar- through going electrolytic copper with shrink fit PVC sleeves and hanging adequate cross section and current rating not less than 200 A.
- e) Incoming-Outgoing and through going cable sealing dividing box suitable for mining type PVCDWA Cable.
- f) Contactor suitable for AC-3 duty and should be operated through Aux. Transformer. The capacity of contactor should be thrice the full load current.
- g) Ammeter and OFF/ON indicating lamp.

- h) All components will be of standard make only
- i) Control wiring will be done by ISI marked copper wire of adequate size.
- j) Printed copy of circuit diagrams to be fixed inside the door panel.

Earth leakage protection on CBT principle of setting 250-750mA with test/reset push button and indicating lamps.



	<p align="center"><b>BHARAT COKING COAL LIMITED</b>          ( A Subsidiary of Coal India Limited )          Office of the General Manager(MM)          Materials Management Department          Commercial Block L-III , Koyla Bhawan : Koyla Nagar          Dhanbad : 826005(Fax No- 0326-2230183)</p>
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**ORIGINAL BY REGD. POST.**

<b>SUPPLY / PURCHASE ORDER</b>	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.
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Ref. No. PUR/ 530135-138/Horz. Pump/ Block II Barora/10-11/KBL/93 Dt: 19.07.2011

To,

M/s. Kirloskar Brothers Ltd. ,  
 Unit - 1 , 1st Floor , Mahabir Towers ,  
 Opp. GEL Church Complex ,  
 Main Road , Ranchi

**VENDER CODE : 816026**

**1/06/M/T/015**

**FAX : 0651-2330385**

Sub.: This Office Tender No.

BCCL/PUR/ 530135-138/Horz. Pump/BL-II/Barora/10-11/E-TDR/119  
 Due & Opened on 28/02/11(Off-Line) , 01/03/11( On-line)

Ref: Your Offer No. RO/RAN/DIN02902110367/2010-11 Dt. 28/02/11 &  
 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 SPLIT CASING PUMP**

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

SN	Description	Qty.	Unit Landed Rate (Rs)	Extended Value (Rs.)
1	Centrifugal Horz.Pump Sets with 6.6 KV NFLP Electrical 150M Head X 4000 GPM Discharge as per Tech. Specification at Annex.'A'	8 sets	2380282.00	19042256.00

Price Break-up for arriving unit landed rate for above Pump set will be as under :

Item Details	Unit Price in Rs.
Basic Rate for Pump set	2017894.00
E.D. @ 4.12%	83137.00
Basic Rate for non-excisable item like Valves , accessories & Starter	170940.00
<b>Total</b>	<b>2271971.00</b>

CST @ 2%	45439.00
Freight	62872.00
Total unit Landed Rate for complete Pump Set	2380282.00

( Contd. Page-2 )

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2. **TOTAL ORDER VALUE** : The total order value will be Rs. 190,42,256.00 ( Rupees One Crore Ninety Lakh Forty Two Thousand Two Hundred and Fifty Six ) only on F.O.R. Destination basis .

3. **Excise Duty & CESS** : Will be paid extra at actual on proof of documentary evidence .  
Quoted rate indicated above .

4. **CST.** : Will be paid at actual . However , the offered rate indicated above

5. **Packing & Forwarding Charges** : Inclusive .

6. **Freight & Insurance Charges** : Will be paid at actual , limited to amount indicated above

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** : Supply of 2 sets of Pump will be made within 3- 4 months or earlier and balance quantity will be supplied within 6 months or earlier .

*However , keeping in view of our extreme urgency, earliest delivery will be appreciated .*

[ Delivery period will be reckoned from 10<sup>th</sup> 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	Paying Authority
The Depot Officer , Central Stores , Ekra , B.C.C.L.	The General Manager( F ) (MM) , MM Division , Koyla Bhawan , B.C.C.L. , 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 , Copy of Inspection Note of CMPDIL ( If required ) 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.

( Contd. Page-3 )

-- 3 --

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 – A Performance Bank Guarantee on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10 % value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to be submitted to MM Division, BCCL, 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 Appendix-III enclosed herewith .

No payment will be made without submission of the performance bank guarantee.

16. Security Deposit - You will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices 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 . 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.

17. Inspection – Final inspection shall be carried out at the consignee 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
- ( Contd. Page-4 )

-- 4 --

- 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)  
Chief Manager (MM)

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

SN	Indent no. and Date	Budget Certification no. & dt.
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1	BCCL/CGM(E&M)/F-C Indent/ B-II/116 Dt.14/10/10 of Block – II [ I.R. no. 138(10-11) Dt.23/12/10 ]	
2	CGM/AR-1/ AM(E&M)/F-67/132/10 Dt. 10/08/10 of Barora [ I.R. No. 135(10-11) Dt. 16/12/10 ]	BCCL/C&B/BE (11-12) /72 Dt. 18.07.11 for Rs. 2,48,74,559.00 A/C P&M Code – CAP ; 7615

Copy to:

1. Depot Officer, Ekra Central Stores.
2. CFM(PUR), MM DIV, Koyla Bhawan.
3. CGM(E&M), Koyla Bhawan.
4. GM , Block II / Barora Areas , BCCL
6. MM(Tech Cell), MM Div,Koyla Bhawan.
7. Master File/Office Copy.

### **ANNEXURE ‘ A ‘**

### **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 50oC ambient temperature having specific gravity of 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. Pump will also be tested hydrostatically and 1 ½ times the working head.

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

Top & Bottom cover	: C.I.as per IS: 210 ; FG : 20
Shaft	: EN8 Steel/Eqvt. Steel
Impeller	: Bronze as per IS:318 , LG2-C/Eqvt.
Bearings with suitable lubrication	: Antifriction suitable for axial and radial arrangement thrust.

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 shall be 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 NFLP squirrel cage induction motor 1500 RPM ( Sync. ) of adequate H.P. suitable for operation

in AC 3 Phase, 50 Cycles, 6.6 KV +/- 10% , insulation class 'F', foot mounted, TEFC/TETV, IP-55 protection.

MAKE OF MOTOR :NGEF / GEC / BHEL / SIEMENS / KIRLOSKAR / ABB /  
MARATHON/ALSTOM / BHARAT BIJLEE

- a) It should have margin of at least 10% over and above power absorbed by the pump at +/- 10% of indicated head shown on the performance curves .
- b) Suitable bearings with Lubrication arrangement to withstand axial & radial thrust at DE & NDE .

( Contd. Page – 2 )

-: 2 :-

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

**STARTER**

- a) The mining type starter would be successfully tested type at CPRI for the offered ratings.  
A copy of CPRI test report to be submitted to this effect.
- b) Magnetic O/L protection with a range of 50% to 150%
- c) Off- load interlocked reversing isolator of capacity 300% of full load current.
- d) Bus-bar- through going electrolytic copper with shrink fit PVC sleeves and hanging adequate cross section and current rating not less than 200 A.
- e) Incoming-Outgoing and through going cable sealing dividing box suitable for mining type PVCDWA Cable.
- f) Contactor suitable for AC-3 duty and should be operated through Aux. Transformer. The capacity of contactor should be thrice the full load current.
- g) Ammeter and OFF/ON indicating lamp.
- h) All components will be of standard make only
- i) Control wiring will be done by ISI marked copper wire of adequate size.

j) Printed copy of circuit diagrams to be fixed inside the door panel.

Earth leakage protection on CBT principle of setting 250-750mA with test/reset push button and indicating lamps.



**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
Office of the General Manager(MM)  
Materials Management Department  
Commercial Block L-III , Koyla Bhawan : Koyla Nagar  
Dhanbad : 826005(Fax No- 0326-2230183)

**ORIGINAL BY REGD. POST.**

<b>SUPPLY / PURCHASE ORDER</b>	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.
--------------------------------	--

Ref. No. PUR/ 530161/C.S.Gear/10-11/E-TDR/Kapur/100

Dt. 29/07/2011

**To,**

**M/s. Kapur Mining Equipment Pvt.Ltd. , Vender code: 229160**  
**G T Road(West),KUMARPUR, 1/03/M/U/254**  
**ASANSOL-713301 ( W.B. ) FAX: 0341- 2251390 /**  
**2254707**

Sub : This office Tender No. : PUR/ 530161/C.S.Gear/10-11/E-TDR/141

Due for submission/opening on 15/04/11 .

Ref : Your offer No. : KME/GS/Q501 Dt. 14 / 04 / 11 & 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 : CAGE SUSPENSION GEAR**

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

SN	Item Description	Qty.	Basic Unit Rate	Extended Value
1	10T SWL CS Gear as per specification at Annexure-“ A “	4	295500.00	1182000.00
	CST @ 2 %			23640.00
	Total Order Value			1205640.00

**Other Technical details will be as per Annexure “ A “ enclosed .**

- 2. TOTAL ORDER VALUE :** The total order value will be Rs. 12,05,640.00 ( Rupees  
Twelve Lakh Five Thousand Six Hundred and Forty ) only on F.O.R. Destination basis .
- 3. Excise Duty & CESS :** Not Applicable in present case .
- 4. Sales Tax :** CST @ 2 % against issuance of Form ‘ C ‘ as indicated above .
- 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 .*



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8. Road Permit : *Road Permit , if required , may be obtained directly from the consignee under intimation to this office.*

1. Delivery Period : Supply to commence within 45 days of receipt of order and to be completed within 5 months .

*However, keeping in view of our extreme urgency, earliest delivery will be appreciated. Delivery Period will be reckoned from 10<sup>th</sup> day of placement of order .*

<i>Any increase in the rate of taxes &amp; duties beyond delivery period will be to your account .</i>
--

10. Consignee & Paying Authority : Consignee & Paying Authority for this order will be as under :

Consignee	Paying Authority
The Depot Officer , Central Stores , Ekra , B.C.C.L.	The General Manager ( F ) , MM Division , Koyla Bhawan , B.C.C.L. , 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 , Copy of Inspection Note of CMPDIL ( If required ) 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 – Not Required .

16. Security Deposit - Waived as being registered with NSIC .

17. Inspection – Final inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head or their authorized representative

( Contd. Page-3 )

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## 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.

( Contd. Page – 4 )

-- 4 --

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)  
Chief Manager (MM)

INDENT & BUDGET CERTIFICATION REFERENCE

SN	Indent no. and Date	Budget Certification no. & dt.
	BCCL/CGM(E&M)/F-C Indent/07-08/ 15(A) Dt. 10/12/10 <b>I.R. No. 00161 ( 10-11 ) Dt. 25/01/11</b>	BCCL/C&B/BE/11-12/75 Dt. 28/07/11 for Rs. 62,46,990/- A/C P&M Code – CAP ; 7615

Copy to:

1. Depot Officer, Central Stores , Ekra , BCCL
2. G.M.(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.

**ANNEXURE “A”**

**TECHNICAL SPECIFICATION & OTHER DETAILS**  
**FOR C.S. GEAR COMPONENTS**

Cage Suspension Gear Components as per DGMS approved Drawing and from DGMS approved Manufacturers only

**SCOPE FOR SUPPLY :**

SN	Description
3	10T SWL set comprising of 10T SWL Rope Capel( suitable for 32mm dia. winding rope), 10T SWL Safety Hook and 10T SWL Cage Suspension Gear with bridle chain and shackles etc.

**IMPORTANT TERMS:-**

1. DGMS approved type cage suspension gear components will be as per latest DGMS circulars , standards , drawing and I.S. : 7587 ( Latest ) .
2. Materials to be used during manufacturing will be as per DGMS approvals.
3. 100% items will be tested from CMRI/ NTH for Proof Load & NDT as per DGMS guidelines. TC in original to be submitted along with the supply.
4. TC for proof load of bridle chains from original manufacturer to be submitted along with supply .
5. Copy of the drawing in duplicate for the offered items duly certified by the DGMS to be submitted along with the offer or a self certification by the DGMS approved manufacturer that items offered are strictly as per DGMS approval and drawings .
6. Copy of the valid DGMS approval must be submitted with the offer .
7. Workshop facility for forging , machining and heat-treatment to be indicated .
8. Life of C.S. Gear components shall be as per C.M.R. 81(1) .

**Chief Manager (MM)**



**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
Office of the General Manager(MM)  
Materials Management Department  
Commercial Block L-III , Koyla Bhawan : Koyla Nagar  
Dhanbad : 826005(Fax No- 0326-2230183)

**ORIGINAL BY REGD. POST.**

<b>SUPPLY / PURCHASE ORDER</b>	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.
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Ref. No. PUR/ 530161/C.S.Gear/10-11/E-TDR/DPE/101

Dt. 29/07/2011

To,

**M/s Diesel Pump Engineers,  
G T Road (East), USHAGRAM,  
ASANSOL , (WestBengal)**

**Vender code: 229100  
1/03/M/U/085**

Sub : This office Tender No. : PUR/ 530161/C.S.Gear/10-11/E-TDR/141

Due for submission/opening on 15/04/11 .

Ref : Your offer No. : DPE/BCCL/11-12/03 Dt. 13/04/11 & 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 : CAGE SUSPENSION GEAR**

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

SN	Item Description	Qty.	Basic Unit Rate	Extended Value
1	5T SWL CS Gear as per specification at Annexure – “ A “	11	123000.00	1353000.00
2	8T SWL CS Gear as per specification at Annexure – “ A “	3	217500.00	652500.00
				2005500.00
	CST @ 2 %			40110
	Total Value			2045610.00

**Other Technical details will be as per Annexure “ A “ enclosed .**

**2. TOTAL ORDER VALUE :** The total order value will be Rs. 2045610.00 ( Rupees  
Twenty Lakh Forty Five Thousand Six Hundred and Ten ) only on F.O.R. Destination  
basis .

**3. Excise Duty & CESS :** Not Applicable in present case .

**4. Sales Tax . :** CST @ 2 % against issuance of Form ‘ C ‘ as indicated above .

**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.

2. 9. Delivery Period : Supply to commence within 45 days of receipt of order and to be completed within 5 months .

*However, keeping in view of our extreme urgency, earliest delivery will be appreciated. Delivery Period will be reckoned from 10<sup>th</sup> day of placement of 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	Paying Authority
The Depot Officer , Central Stores , Ekra , B.C.C.L.	The General Manager ( F ) , MM Division , Koyla Bhawan , B.C.C.L. , 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 , Copy of Inspection Note of CMPDIL ( If required ) 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 – Not Required .

16. Security Deposit - Waived as being registered with NSIC .

17. Inspection – Final inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head or their authorized representative .

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### **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.

( Contd. Page – 4 )

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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)  
Chief Manager (MM)

#### INDENT & BUDGET CERTIFICATION REFERENCE

SN	Indent no. and Date	Budget Certification no. & dt.
	BCCL/CGM(E&M)/F-C Indent/07-08/ 15(A) Dt. 10/12/10 <b>I.R. No. 00161 ( 10-11 ) Dt. 25/01/11</b>	BCCL/C&B/BE/11-12/75 Dt. 28/07/11 for Rs. 62,46,990/- A/C P&M Code – CAP ; 7615

Copy to:

1. Depot Officer, Central Stores , Ekra , BCCL
2. G.M.(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.

Chief Manager (MM)



## **ANNEXURE “A”**

### **TECHNICAL SPECIFICATION & OTHER DETAILS** **FOR C.S. GEAR COMPONENTS**

Cage Suspension Gear Components as per DGMS approved Drawing and from DGMS approved Manufacturers only

#### **SCOPE FOR SUPPLY :**

SN	Description
1	5T SWL set comprising of 5T SWL Rope capel( suitable for 25mm dia. winding rope), 8T SWL safety Hook and 5T SWL Cage suspension Gear with bridle chain and Shackles etc.
2	8T SWL set comprising of 8T SWL Rope capel( suitable for 29mm dia. winding rope) , 8T SWL Safety Hook and 8T SWL Cage suspension Gear with bridle chain and shackles etc.

#### **IMPORTANT TERMS:-**

1. DGMS approved type cage suspension gear components will be as per latest DGMS circulars , standards , drawing and I.S. : 7587 ( Latest ) .
2. Materials to be used during manufacturing will be as per DGMS approvals.
3. 100% items will be tested from CMRI/ NTH for Proof Load & NDT as per DGMS guidelines. TC in original to be submitted along with the supply.
4. TC for proof load of bridle chains from original manufacturer to be submitted along with supply .
5. Copy of the drawing in duplicate for the offered items duly certified by the DGMS to be submitted along with the offer or a self certification by the DGMS approved manufacturer that items offered are strictly as per DGMS approval and drawings .
6. Copy of the valid DGMS approval must be submitted with the offer .
7. Workshop facility for forging , machining and heat-treatment to be indicated .
8. Life of C.S. Gear components shall be as per C.M.R. 81(1) .

**Chief Manager (MM)**



**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
Office of the General Manager(MM)  
Materials Management Department  
Commercial Block L-III , Koyla Bhawan : Koyla Nagar  
Dhanbad : 826005(Fax No- 0326-2230183)

**ORIGINAL BY REGD. POST.**

SUPPLY / PURCHASE ORDER	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.
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Ref. No. PUR/ 530161/C.S.Gear/10-11/E-TDR/DPE/101

Dt. 29/07/2011

To,

Vender code: 305011 / 305047

M/S Shakti Cast Pvt. Ltd. ,

1-13/M/A/002

P.O. – K.G. Ashram , Gosaindih ,

Govindpur , Dhanbad – 828 109 ( Jharkhand )

Sub : This office Tender No. : PUR/ 530161/C.S.Gear/10-11/E-TDR/141

Due for submission/opening on 15/04/11 .

Ref : Your offer No. : NJ/SCPL/CS Gear/BCCL/11-12/132/01 Dt. 12/04/11  
& 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 : CAGE SUSPENSION GEAR**

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

SN	Item Description	Qty.	Unit Rate Landed	Extended Value
1	5T SWL CS Gear as per specification at Annexure – “ A “	6	125460.00	752760.00
2	8T SWL CS Gear as per specification at Annexure – “ A “	2	221850.00	443700.00
3	10T SWL CS Gear as per specification at Annexure – “ A “	1	301410.00	301410.00
	Total Landed Value			1497870.00

**Other Technical details will be as per Annexure “ A “ enclosed .**

**2. TOTAL ORDER VALUE :** The total order value will be Rs. 14,97,870.00 ( Rupees Fourteen Lakh Ninety Seven Thousand Eight Hundred and Seventy ) only on F.O.R. Destination basis .

**3. Excise Duty & CESS :** Not Applicable in present case .

**4. Sales Tax :** Rates indicated above are inclusive of applicable rate of VAT @5 % .

**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 .*

( Contd. Page-2 )

8. Road Permit : Road Permit , if required , may be obtained directly from the consignee under intimation to this office.

3. 9. Delivery Period : Supply to commence within 45 days of receipt of order and to be completed within 5 months .

*However, keeping in view of our extreme urgency, earliest delivery will be appreciated. Delivery Period will be reckoned from 10<sup>th</sup> day of placement of 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	Paying Authority
The Depot Officer , Central Stores , Ekra , B.C.C.L.	The General Manager ( F ) , MM Division , Koyla Bhawan , B.C.C.L. , 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 , Copy of Inspection Note of CMPDIL ( If required ) 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 – Not Required .

16. Security Deposit - Waived as being Ancillary units of BCCL for ordered items .

17. Inspection – Final inspection shall be carried out at the consignee 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.

-- 4 --

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)  
Chief Manager (MM)

INDENT & BUDGET CERTIFICATION REFERENCE

SN	Indent no. and Date	Budget Certification no. & dt.
	BCCL/CGM(E&M)/F-C Indent/07-08/ 15(A) Dt. 10/12/10 <b>I.R. No. 00161 ( 10-11 ) Dt. 25/01/11</b>	BCCL/C&B/BE/11-12/75 Dt. 28/07/11 for Rs. 62,46,990/- A/C P&M Code – CAP ; 7615

Copy to:

4. Depot Officer, Central Stores , Ekra , BCCL
5. G.M.(F)(MM) , MM DIV, Koyla Bhawan.
6. CGM(E&M), Koyla Bhawan.
4. MM(Tech Cell), MM Div,Koyla Bhawan.
5. Master File/Office Copy.

Chief Manager (MM)

## ANNEXURE “A”

### **TECHNICAL SPECIFICATION & OTHER DETAILS** **FOR C.S. GEAR COMPONENTS**

Cage Suspension Gear Components as per DGMS approved Drawing and from DGMS approved Manufacturers only

#### **SCOPE FOR SUPPLY :**

SN	Description
1	5T SWL set comprising of 5T SWL Rope capel( suitable for 25mm dia. winding rope), 8T SWL safety Hook and 5T SWL Cage suspension Gear with bridle chain and Shackles etc.
2	8T SWL set comprising of 8T SWL Rope capel( suitable for 29mm dia. winding rope) , 8T SWL Safety Hook and 8T SWL Cage suspension Gear with bridle chain and shackles etc.
3	10T SWL set comprising of 10T SWL Rope Capel( suitable for 32mm dia. winding rope), 10T SWL Safety Hook and 10T SWL Cage Suspension Gear with bridle chain and shackles etc.

#### **IMPORTANT TERMS:-**

1. DGMS approved type cage suspension gear components will be as per latest DGMS circulars , standards , drawing and I.S. : 7587 ( Latest ) .
2. Materials to be used during manufacturing will be as per DGMS approvals.
3. 100% items will be tested from CMRI/ NTH for Proof Load & NDT as per DGMS guidelines. TC in original to be submitted along with the supply.
4. TC for proof load of bridle chains from original manufacturer to be submitted along with supply .
5. Copy of the drawing in duplicate for the offered items duly certified by the DGMS to be submitted along with the offer or a self certification by the DGMS approved manufacturer that items offered are strictly as per DGMS approval and drawings .
6. Copy of the valid DGMS approval must be submitted with the offer .
7. Workshop facility for forging , machining and heat-treatment to be indicated .
8. Life of C.S. Gear components shall be as per C.M.R. 81(1) .

**Chief Manager (MM)**

	Office of the General Manager(MM) Materials Management Department Commercial Block L-III , Koyla Bhawan : Koyla Nagar Dhanbad : 826005(Fax No- 0326-2230183)
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**ORIGINAL BY REGD. POST.**

<b>SUPPLY / PURCHASE ORDER</b>	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.
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Ref. No. PUR/ 530161/C.S.Gear/10-11/E-TDR/DPE/101

Dt. 29/07/2011

To,

Vender code: 905492

M/S Burma Engineering Works ,

1/13/M/G/539

Godhur ,

P.O. – Kusunda – 828 116 Dhanbad

Sub : This office Tender No. : PUR/ 530161/C.S.Gear/10-11/E-TDR/141

Due for submission/opening on 15/04/11 .

Ref : Your offer No. : BEW/11-12/06 Dt. 14/04/11 & 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 : CAGE SUSPENSION GEAR**

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

SN	Item Description	Qty.	Unit Rate Landed	Extended Value
1	5T SWL CS Gear as per specification at Annexure – “ A “	6	125460.00	752760.00
2	8T SWL CS Gear as per specification at Annexure – “ A “	2	221850.00	443700.00
3	10T SWL CS Gear as per specification at Annexure – “ A “	1	301410.00	301410.00
	Total Landed Value			1497870.00

**Other Technical details will be as per Annexure “ A “ enclosed .**

**2. TOTAL ORDER VALUE :** The total order value will be Rs. 14,97,870.00 ( Rupees  
Fourteen Lakh Ninety Seven Thousand Eight Hundred and Seventy ) only on  
F.O.R. Destination basis .

**3. Excise Duty & CESS :** Not Applicable in present case .

**4. Sales Tax .** : Rates indicated above are inclusive of applicable rate of VAT @5 % .

**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 .*

( Contd. Page-2 )

8. Road Permit : Road Permit , if required , may be obtained directly from the consignee under intimation to this office.

4. 9. Delivery Period : Supply to commence within 45 days of receipt of order and to be completed within 5 months .

*However, keeping in view of our extreme urgency, earliest delivery will be appreciated.*

*Delivery Period will be reckoned from 10<sup>th</sup> day of placement of 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	Paying Authority
The Depot Officer , Central Stores , Ekra , B.C.C.L.	The General Manager ( F ) , MM Division , Koyla Bhawan , B.C.C.L. , 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 , Copy of Inspection Note of CMPDIL ( If required ) 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 – Not Required .

16. Security Deposit - Waived as being Ancillary units of BCCL for ordered items .

17. Inspection – Final inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head or their authorized representative .

( Contd. Page-3 )



## **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.

-- 4 --

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)  
Chief Manager (MM)

INDENT & BUDGET CERTIFICATION REFERENCE

SN	Indent no. and Date	Budget Certification no. & dt.
	BCCL/CGM(E&M)/F-C Indent/07-08/ 15(A) Dt. 10/12/10 <b>I.R. No. 00161 ( 10-11 ) Dt. 25/01/11</b>	BCCL/C&B/BE/11-12/75 Dt. 28/07/11 for Rs. 62,46,990/- A/C P&M Code – CAP ; 7615

Copy to:

7. Depot Officer, Central Stores , Ekra , BCCL
8. G.M.(F)(MM) , MM DIV, Koyla Bhawan.
9. CGM(E&M), Koyla Bhawan.
4. MM(Tech Cell), MM Div,Koyla Bhawan.
5. Master File/Office Copy.

Chief Manager (MM)

## ANNEXURE “A”

### **TECHNICAL SPECIFICATION & OTHER DETAILS** **FOR C.S. GEAR COMPONENTS**

Cage Suspension Gear Components as per DGMS approved Drawing and from DGMS approved Manufacturers only

#### **SCOPE FOR SUPPLY :**

SN	Description
1	5T SWL set comprising of 5T SWL Rope capel( suitable for 25mm dia. winding rope), 8T SWL safety Hook and 5T SWL Cage suspension Gear with bridle chain and Shackles etc.
2	8T SWL set comprising of 8T SWL Rope capel( suitable for 29mm dia. winding rope) , 8T SWL Safety Hook and 8T SWL Cage suspension Gear with bridle chain and shackles etc.
3	10T SWL set comprising of 10T SWL Rope Capel( suitable for 32mm dia. winding rope), 10T SWL Safety Hook and 10T SWL Cage Suspension Gear with bridle chain and shackles etc.

#### **IMPORTANT TERMS:-**

1. DGMS approved type cage suspension gear components will be as per latest DGMS circulars , standards , drawing and I.S. : 7587 ( Latest ) .
2. Materials to be used during manufacturing will be as per DGMS approvals.
3. 100% items will be tested from CMRI/ NTH for Proof Load & NDT as per DGMS guidelines. TC in original to be submitted along with the supply.
4. TC for proof load of bridle chains from original manufacturer to be submitted along with supply .
5. Copy of the drawing in duplicate for the offered items duly certified by the DGMS to be submitted along with the offer or a self certification by the DGMS approved manufacturer that items offered are strictly as per DGMS approval and drawings .
6. Copy of the valid DGMS approval must be submitted with the offer .
7. Workshop facility for forging , machining and heat-treatment to be indicated .
8. Life of C.S. Gear components shall be as per C.M.R. 81(1) .

**Chief Manager (MM)**

