

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.

Under jurisdiction of Dhanbad Court and SUPPLY / PURCHASE ORDER

Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

Ref. No. Pur/ 530164/C/Bare Pump/LTE/11-12/JKS/268

Dt: 10.03.2012

To,

M/s. J . K . Services,

Katras Road, Dhanbad - 826001 VENDER CODE: <u>1/22/D/T/162</u> FAX NO. 0326-2304398

Sub.: This Office Tender no. : Pur/ 530164/C/Bare Pump/10-11/LTE/e-Tender/20 Dated 26/05/2011 ; Due & Opened on 30 / 06 / 11

Ref: Your Offer no.: JKS/BCCL/140/2011-12 Dt. 29 / 06 / 2011 & subsequent correspondences 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:

		Qty.	Unit Rate	Extended Value
SN	Description	(Nos.)	(Rs.)	(Rs.)
	Horizontal Split Casing Bare			
1	Pump 45 M X 800 GPM	4	135000.00	540000.00
	VAT @ 5 %			27000.00
	Total Price			567000.00

Detailed Technical specification will be as per Annexure – "A" enclosed.

- 2. <u>TOTAL ORDER VALUE</u>: The total order value will be Rs. 5,67,000.00 (Rupees Five Lakh and Sixty Seven Thousand) only on F.O.R. Destination basis.
- 3. Excise Duty & CESS: Not applicable. If applicable the same will be borne by you.
- 4. $VA\underline{T}$: Will be paid at the rate prevailing at the time of supply . However , the offered rate Is indicated above
- 5. Packing & Forwarding Charges: Inclusive.
- 6. Freight & Insurance Charges: Inclusive

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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: Not applicable.
- 9. <u>Delivery Period</u>: Immediately within 10 days of receipt of order.

[Delivery period will be reckoned from 10^{th} 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,	The General Manager(F) (MM), MM Division, Koyla Bhawan, B.C.C.L.,
Central Stores, Ekra, B.C.C.L.	Dhanbad

- 11. <u>Payment Term</u>: 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. <u>Submission of Bill</u>: 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.

Bank Details:

Name of Bank : State Bank Of India , Specialised Commercial Branch Bank More , Dhanbad Account Style/Nature : Cash Credit .

Account No.: 31447370972

- 13. <u>Guarantee /Warranty</u>: 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. <u>PRICE CERTIFICATE</u>: 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 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. <u>Inspection</u> Final inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head or their authorized representative.

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 is the supply order, and in the event of breach of any terms and conditions mentioned in the supply order Bharat Coking Coal Limited reserves the right:

- a) To recover from you, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which you have not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.
- b) To purchase elsewhere, after due notice to you, on your account and risk , the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at your risk and cost and also
- d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause(a) above.
- e) To encash any Bank guarantee which is available for recovery of the penalty or
- f) To forfeit the security deposit full or in part.

g) Whenever under the contract a sum of money is recoverable from and payable by you, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due you in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, you will pay BCCL on demand the remaining amount. You will not be entitled to any gain under this clause.

19. PRICE FALL CLAUSE:

- i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.
- ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGM(MM),Bharat Coking Coal Limited , Commercial Block , Level –III , Koyla Bhawan , Koyla Nagar , Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.

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

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

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

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

(A.K. Choudhary) Chief Manager (MM)

INDENT & BUDGET CERTIFICATION REFERENCE

SN	Indent no. and Date	Budget Certification no. & dt.
	BCCL/CGM(E&M)/Emergency/F-C	BCCL/Finance/P&P/BC/Sr.M/CAP/11-
	Indent/10-11/107 Dt. 31/05/10	12/P&M/MM/39/25/TCR Dt. 28/02/12 for
1	[I.R. No.00164 (10-11) Dt. 27/01/11]	Rs. 5,67,000.00

Copy to:

- 1. Depot Officer, Ekra Central Stores.
- 2. GM(F)(MM)), MM DIV, Koyla Bhawan.
- 3. CGM(E&M), Koyla Bhawan.
- 4. MM(Tech Cell), MM Div,Koyla Bhawan.
- 5. Master File / Tender Cell/ 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 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 $1\frac{1}{2}$ times the working head.

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

Top & Bottom cover : C.I.as per IS: 210

Shaft : EN8 Steel/Eqvt. Steel

Impeller : Bronze as per IS:318

Bearing : 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 shell statically and dynamically balanced for smooth running.

b) The pumps should be of following duty parameters:

Capacity (GPM)	800
Head (Mtr.)	45
Pump Type	Horizontal Split Casing
Liquid	Mine Water
Sp. Gravity & Temp.	1.03 & 45°C (Amb.)
Pump Model	6 UP 3 - 30 deg.
No. of Stage	Single
Size (Suc. x Del.)	200 X 150 mm
Efficiency (- 2.5 %)	81%
RPM	1450
NPSH (R) (Mtrs.)	5
BKW	124.66 KW