

	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)
SUPPLY / PURCHASE ORDER	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

BY REGD.POST / SPEED POST

Ref no: BCCL/PUR/570121(I)/AA/E&M/Compressor/10-11/ 149

Dt. 30/09/2011

To
M/S Allied Mining Company,
204-B, Bajiprabhu Nagar,
Nagpur – 440 033
Fax no:- 91-712-2242159

- This office Tender Enquiry No BCCL/PUR/570121(I)/AA/E&M/Compressor/10-11/112 Opened on 24.02.2011.
- Your offer No. Nil dated February 21st 2011 and subsequent correspondences on the above subject last being your last letter dtd.07.09.2011

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of Air Compressor With FLP Electricals at the following price, terms and conditions:

1.SCOPE OF SUPPLY:-

SN	Description	Qty	Basic Unit Rate	Extended Value
1	Air Compressor with 550 V FLP Electricals 140 Cu M/Min. Detailed specification as indicated below	9	380000.00	3420000.00
	Ex Duty			0.00
	CST @ 2%			68400.00
	P& F @ Rs 1500/-			13500.00
	F & I @ Rs 9500/-			85500.00
	Landed Rate			3587400.00
	CMPDIL Inspection charges @ 0.80%			28699.20
	Service Tax on Ins Charges @ 10.30%			2956.02
				3619055.22

Total Contractual Value : The total contractual value will be . **Rs 36,19,055.22**

(Rupees Thirty Six Lakhs Nineteen Thousand Fifty Five and Paise Twenty Two) only.

2. TECHNICAL SPECIFICATION OF TROLLEY-MOUNTED AIR-COMPRESSOR FOR UNDERGROUND COAL MINES

Air Compressor with DGMS approved FLP electrical suitable for use in underground Coal(Group-I). The machine will have following specifications:-

Free Air delivery at :- (3.5 to 4.0 Cu.M/Min)
Normal working Pressure.
Normal working Pressure :-7.0 Kg. Per Sq.Cm.

(on Load)

Normal Pressure drop :- 0.6 Kg.Per Sq.Cm

Between unloading and loading

Compressor Type :- Two stage, completely air cooled, Reciprocating type.

Other components :- Air intake filter, inter-cooler, drop-forged and heat treated crankshaft and a performance of 99.9% to filter particles larger than 2 microns.

Accessories :- Regulating valves for automatic on/off loading, vibration damper pressure gauges showing working pressure, intercooler & lub. Oil pressure, drain plugs etc.

Minimum ground clearance :- 180 mm and above for the trolley mounted. With compressor unit and suitable for transportation on existing 30 lbs. Rails in the u/g. Coal mines along with supply of the trolley.

Lubrication System :- Suitable Lubrication System with recommended oil. There should be oil pressure switch to stop the motor automatically when the oil pressure drops.

The Motor :- Compressor unit will be mounted on a common basic frame.

Other features :- Delivery valve on the low pressure cylinder, vibration absorbing rubber pad Pulsation damper compressor unit to be mounted on trolley with tubular air receiver. Trolley designed for easy maneuvering and to negotiate sharp turns on the U/G tracks.

Important terms:-

- a. All electrical will be FLP type with DGMS approval.
- b. No component/assembly/sub-assembly will be made of Aluminium or aluminium alloy, exposed to Underground environment.
- c. After-Sales-Service will be provided within 24 hours of reported breakdowns.
- d. Availability of spares will be in and around Dhanbad.
- e. Machine will be guaranteed as per clause no 16.
- f. 2 free inspections by the service engineer of the manufacturer will be carried out within Guarantee period and a joint inspection report will be submitted to CGM(E&M)

TERMS & CONDITIONS:

1.Payment Terms: 100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later by the consignee.

2. Bank Details:

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	Allied Mining Co, 204-b, Baji Parbhu Nagar, Nagpur-440033
2	PARTICULARS OF BANK ACCOUNT:	
	A.BANK NAME:	Indian Overseas Bank
	B.BRANCH NAME: (Including RTGS Code)	Ramnagar, IOBA0000875
	ADDRESS:	
	C.9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	440020003
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Cash Credit
	E.LEDGER NO./LEDGER FOLIO NUMBER:	

	F.ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	087502000000776
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3. PRICE : FIRM & On F.O.R. Destination basis

4.E.D. : ED:-NIL, If applicable to be borne by the firm.

5.CST : @ 2% against C form

6.P&F:Rs.1500/-Per Unit.

7.F&I:Rs.9500/- Per Unit.

8.DELIVERY SCHEDULE:-- First two sets of compressor will be supplied within 12 weeks and then @ four compressor every month. However , keeping in view of our urgency , earliest delivery will be appreciated . Delivery period to be reckoned from 10th day of placement of order

. NOTE : Safe arrival of materials shall be your responsibility.

9. Performance Bank Guarantee – A Performance Bank Guarantee on schedule / national Bank in India valid for 18 months from the date of receipt/acceptance for 10% value of the order (Value means FOR destination price including taxes,duties ,transportation & Insurance charges and other charges) must be submitted.

10. Security Money:- You will deposit Security Money in the form of Bank Draft/ Bank Guarantee of any schedule Bank drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad for 10% value of the order (value means F.O.R destination price) within 15 days from the date of receipt of order otherwise supply order shall be cancelled and your performance shall be kept recorded for future dealings with you. Security Deposit along with Earnest Money shall be refunded to you, on request, within 30 days of execution of the contract. For unsatisfactory performance and/or contractual failure the Security Money shall be forfeited .Security money may be converted in to Performance Bank Guarantee however at the time of conversion of Security money in to PBG , the amount should not be less than 10% of the landed value of order.

11.Inspection: Pre-dispatch inspection of each consignment shall be carried out by M/s.Central Mine Planning & Design Institute Ltd(CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated here under:

Pre-dispatch inspection shall be carried out by M/s.CMPDIL(the above firm) as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s.CMPDIL will be as follows :

Checking and approval of test procedures/quality assurance plans.

Verification of records and documents of your works.

Verification of documents and test certificate of bought out items and cross checks.

You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost.

Final testing and checking of materials as per specifications.

M/s.CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 0.80% of total F.O.R. Destination price with service Tax of 10.30%, is to be paid to M/s.CMPDIL alongwith inspection call letter payable by DD which will be reimbursed subsequently by BCCL together with consignment billing.

Minimum 7 calendar days notice shall be given by you to M/s.CMPDIL for arranging inspection within valid delivery period as per contract.

The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with you inspite of clearance/acceptance by inspection authority i.e.

M/s.CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.

The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s.CMPDIL.

Please send inspection call to M/s.CMPDIL, Ranchi/ their Regional Office as indicated above

Final inspection shall be arranged by the consignee after receipt of the material at our destination.

The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier.

12.Transit Insurance – Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

13. PENALTY FOR FAILURE TO SUPPLY IN TIME

The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

In the event of failure to deliver the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:

a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division .

b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or

c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also

d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty , if imposed shall not be more than the agreed liquidated damages referred to in clause(a) above.

e) To encash any Bank guarantee which is available for recovery of the penalty or

f) To forfeit the security deposit full or in part.

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

14. 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.

15. Submission of Bills- Pre –receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate , pre-despatch inspection certificate and other relevant documents as per supply order , etc should be submitted to the Paying Authority through Consignee only.

16. 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.

17.Packing: Consignment shall be supplied in suitable standard proper packing.

18. Force Majure Clause – If the execution of the supply order is delayed beyond the period stipulated in the supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire , flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL may allow such additional time by extending the delivery period , as it considers to be justified by the circumstances of the case and its decision shall be final.

19. Consignee – Depot Officer, Ekra Central Stores.,P.O:- Bansjora(Sijua), Dhanbad, Jharkhand, India (Phone NO:-0326-2330350)

20. Paying Authority- GM(F) MM Div, Koyla Bhawan, Koyla Nagar, Dhanbad.

21. Issue of Road Permit: Road Permit if required may be obtained directly from the Consignee under intimation to this office.

22. All disputes are subject to Dhanbad Court and Jharkhand High Court

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

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase order, one of which should be returned to us duly stamped and signed. This issues with the approval of the Competent Authority.

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

(Muni Lall)
AM(MM)

(A.K.Choudhary)
CM (MM)

INDENT REFERENCE

Indent no. and Date	Budget Certification Details.
BCCL/CGM(E & M)/F- C.Indent/Schemes/2010/113 dated 21.08.2010 IR No:- 0121 dated 05.10.2011	Project/Unit: Existing, Code 7615 Budget Certified for Rs 36,19,055.22/- Account No: Capital, Vide No: P&M BCCL/C & B/RE/11-12/Code No: 100 dated 29.09.11

Copy to:

1. Depot Officer, Ekra Central Stores.
2. GM(F) MM Div, Koyla Bhawan
3. CGM(E& M), BCCL, Koyla Bhawan
3. CGM(E&M), CMPDIL,Gandhi Nagar, Kanke Road, Ranchi
4. SM(Tech Cell), MM Div,Koyla Bhawan.
5. Master File/Office Copy.