



Under jurisdiction of Dhanbad/Jharkhand court only

Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

Website: www.bccl.gov.in

Office of the General Manager

Materials Management Department

Level-III, Commercial Block,

KoylaBhawan, Dhanbad-826005

Phone: 0326-2230181

Fax No.: 0326-2230183

SUPPLY/PURCHASE ORDER

ORIGINAL BY REGD. POST

Ref.No. BCCL/Pur/114083&114084/submersible pumps/14-15/60/05

Date: 20.04.2015

To,

M/s Pullen Pump Industries Pvt. Ltd.
501, Hemkoot Building, Opp Capital Com. Centre,
Ashram Road, Ahmedabad - 380009
Gujarat, India

VENDER CODE: 1/23/M/T/006

Vendor Type: Manufacturer

pullen@pullenpump.com

PAN No.AA8CP6381R

Sub.: Supply of Submersible Pump

Ref: 1. This Office e-Tender no:BCCL/Pur/114083& 114084/submersible pumps/14-15/60 dtd 08.09.14 Opened on 27.10.14 (Online) & Price bid opened on 17.12.14
2.Your Bid Id no.10484& 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:

SN	Description	Qty. (Set)	Unit Landed Rate (Rs)	Extended Landed Value
1	Sub. Pump complete with Electrical 100 M Head X1000 GPM Discharge	4	8,55,559.68	34,22,238.72
2	Sub. Pump complete with Electrical 200 M Head X 500 GPM Discharge	6	10,24,806.42	61,48,838.52
Total Landed Value				95,71,077.24
Total Landed Value on F.O.R Basis (approx)				95,71,077.00

(Ninety Five lakh seventy one thousands six seventy seven only)

Technical Specifications are as per Enclosure: Annexure 'A' &

Detailed Price Breakup is as per Enclosure: Annexure 'B'

1. Price:F.O.R. Destination.
2. Excise Duty &Cess:Will be paid extra at actual on submission of documentary evidence. However, offered rate is as indicated above.
3. Sales Tax:Extra as applicable at the time of supply within scheduled delivery period. Present rate of CST is @2% as indicated above. If there be any increase in CST/VAT beyond the delivery schedule stipulated in the order, that shall be to your account.
4. Packing & Forwarding Charges:Nil

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- Mode of the transport and vehicle registration,
- Rate of duty,
- Quantity and value of goods and
- Duty payable thereon.

Following information must be contained in the said document for availing CENVAT credit on input service.

- Serial number,
- Name, address and registration no. of person providing taxable services,
- Name and address of the person receiving taxable services,
- Description, classification and value of taxable services provided or to be provided
- Service tax payable thereon.

12. 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. See Annexure A.
13. 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."
14. Performance Bank Guarantee:PBG 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, KoylaBhawan 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.
15. Security Deposit:Waived as being registered with NSIC.
16. Inspection:Final inspection shall be carried out at the consignee's end after receipt of materials by the concerned technical head or their authorized representative.
17. 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

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Purchase Order No: BCCL/Pur/114083/submersible pumps/14-15/60/05 Date: 20.04.2015

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date	Budget Certification no. & dt.
IR No. 114083 Dated: 18.07.14& IR No. 114084 Dated 18.07.18	
(1) Indent No. PBA/AM/(E&M)/2013- 14/21 Dated 30.12.13(F-50/C)	B.C. No. BCCL/C&B/CAP/Reg. PN-06/SN-02/e.B.C.No-01 Dated 18.04.15 CAP 15-16 Head :P&M of Rs 95,71,078.00
(2) Indent No. BCCL:A-PB:E&M:2012- 13/1667 Dated 14.02.13	e.F.C. No.01 Dated 18.04.15

Copy to:

1. Depot Officer, Regional Stores , P.B. Area, BCCL
2. H.O.D(F)MM, MM Purchase Fin ,KoylaBhawan
3. GM(E&M) I/C, KoylaBhawan
4. MM(Tech Cell), MM Division, KoylaBhawan
5. Master File/Office Copy
6. GM(E&M), M/s CMPDIL, Gondwana Palace, Kanke Road, Ranchi
7. GM(MM) ECL/CCL/MCL/NCL/SECL/WCL
8. Copy for kind information to IEM: Shri NareshChaturvedi, IAS (Retd.), CL-14, Sector-II, Salt Lake, Kolkata- 700091

Asst Manager (MM)
20/04/15

General Manager (MM) Pur
20/04/15

Annexure 'B'PRICE-BREAK-UP FOR ITEM NO. 1
[SUB. PUMP SET COMPLETE 100M HEAD X 1000 GPM DISCHARGE]

SN	Description	Unit	Qty.	Unit Rate	Total Amount in Rs.
a	Pump & Motor Set - P250/4st/160 HP. Pump + Motor Set	Set	1	530000.00	530000.00
b	ATS Control Panel for each Pump Set	Set	1	269230.00	269230.00
c	Cable for WLG-100 mtrs. for each pump set	Mtrs.	100	23.00	2300.00
d	Cable Clips (1 set for every 3 Mtrs. Length) for each pump set	Set	35	60.00	2100.00
e	Supporting clamps - 01 set for each pump set	Set	1	2400.00	2400.00
f	Sub Total - Basic Price Excluding Tax			a+b+c+d+e	806030.00
g	Packing & Forwarding charges on Pump Motor Set only				0.00
h	Excise Duty @ 6.18% on Pump Set only including 2% P&F charges			6.18% of (a+g)	32754.00
i	CST @ 2%			2% of (f+h)	16775.68
j	Freight Charges				0.00
k	Total Unit Landed Revised Value				8,55,559.68

M. K. Bhat
20/04/15
Asst Manager (MM)

M. K. Bhat
20/04/15
General Manager (MM) Pu

Appendix-II

FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messers a company having Regd. Office /its office at hereinafter called the Seller has entered into a Contract No. dt. (hereinafter called the said Contract) with Bharat Coking Coal Limited having its Regd. Office (address to be given) (hereinafter called , the Purchaser) to supply equipment on the terms and conditions in the said Contract.

It has been agreed that hundred percentage (100%) payment of the value of the equipment will be made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a bank Guarantee for the sum of equivalent to 10 % of the value of each equipment and accessories dispatched by the seller as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by the purchaser by reason of any of the terms or conditions contained in the said contract.

The Bank having its office at has at the request of seller agreed to give the guarantee herein after contained.

2. We, (Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said seller of any of the terms or conditions contained in the said contract or by reason of the seller's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between purchase and the seller regarding the claim. However , our liability under this guarantee shall be restricted to an amount not exceeding

3. We, (Name of the Bank) further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period of the said contract and that it shall continue to be enforceable till all the dues of the purchase under or by virtue of the said contract have been fully paid and its claim satisfied or purchase certified that the terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharged the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (date to be given) period of contract + 90 days from the date of Bank Guarantee we shall be discharged from all liability under this guarantee thereafter.

4. We, (Name of the Bank) further agree with the purchaser ,that the purchaser , shall have the fullest liberty without our consent and without affecting in any manner no obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser , against the said seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said seller or for any forbearance act or omission on the part of the purchaser , or any indulgence by the purchaser to the said seller by any such matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the bank beyond the period specified above , the bank shall pay to this purchaser the said sum of or such lesser sum as may than be due the purchaser and as the purchaser may demand.

5. We, (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser , in writing.

6. The Bank has under its constitution power to give this guarantee and Mr.-Manager , who has signed it on behalf of the Bank has authority to do so.

7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under :

Name of the Bank:

Name of the Branch:

Location & address:

The BG shall be subject to the jurisdiction of the Civil courts (Dhanbad District only.)

Date: Day of -20

For: Bank

Signature of the authorised person

for and on behalf of the Bank.

Emp. Code.