

	<p align="center">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)</p>
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ORIGINAL BY REGD. POST.

SUPPLY / PURCHASE ORDER	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.
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Ref. No. Pur/ 53/112024-25(12-13)/Sub.Pump/WJ/Pullen/176

Dt. 13 / 12 / 2012

To,

M/s Pullen Pump Industries Pvt. Ltd.,
 501, Hemkoot Building,
 Opp. Capital Comm. Centre, Ashram Road,
 Ahmedabad – 380009, Gujrat

VENDER CODE - 808003
 FAX NO. : 079 - 26583057
 033-22298858

Sub. : This Office Tender no. :
 BCCL/Pur/53/112024-25(12-13)/Sub. Pump/WJ/21 Dt.: 13/06/12;
 Due & Opened on 23/07/12 (Off-line) ; 24/07/12 (On-line)

Ref: Your Offer no. : 005/29/12-13 Dt. 11 / 07 / 12
 & 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 item as per rate , terms and conditions indicated below :

1. **SCOPE OF SUPPLY:** Submersible Pump Set

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 :

S.No.	Description	Qty. (Set)	Revised Unit Landed Rate (Rs.)	Extended Landed Value
1	Sub. Pump complete with Electrical 120 M Head X 600 GPM Discharge 550 V without Starter	1	479024.33	479024.33
2	Sub. Pump complete with Electrical 150 HP , 3 Phase , 550 V , 120 M Head X 500 GPM Discharge	2	709586.48	1419172.96
	Total Landed Value			1898197.29

Details of Price-Break-up placed at Annexure- “B”

Details of Technical specification placed at Annexure – “A”

- TOTAL ORDER VALUE:** The total order value will be Rs. 18, 98,197.29 (Rupees Eighteen Lakh Ninety Eight Thousand One Hundred Ninety Seven and Paise Twenty Nine) only on F.O.R. Destination basis.
- Excise Duty & CESS:** Will be paid at actual on proof of documentary evidence. Quoted rate has been indicated at Annexure- “B”.

(Contd. Page-2)

CENVAT-Coal has become the excisable commodity with effect from March 2011. In order to get CENVAT credit, the following information must be contained in the invoice issued by the supplier for Revenue and Capital goods:

- Serial number of the invoice ,
- Registration number,
- Address of the concerned central excise division,
- Name of the consignee,
- Description of the goods,
- Classification of the goods,
- Time and date of removal,
- 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 and Service tax payable thereon.

THE DESIRED INFORMATION FOR RAISING CENVAT INVOICE		
	SUPPLIER	CONSIGNEE
Name & Address Of Area:		Ekra Central Store, Block – II Area, BCCL, Nawagarh, Dhanbad, Jharkhand – 828306
Tin No.:		20821500736
JST No.:		KT – 651 (R)
CST No.:		KT – 254 (C)
Circle / Sub		Katras Circle Katras
Service Tax Regd. No:		AAACB7934MST 009
Central Excise Duty Regd. No:		AAACB7934MEM 007
Range (Code):		Dhanbad - Code - 02
Division (Code)		Dhanbad - Code - 02
Commissionerate (Code):		Ranchi - Code - 87

4. **CST**: Will be paid at actual against issuance of Form ‘C’. Quoted rate has been indicated at Annexure- “B”.
5. **Packing & Forwarding Charges**: indicated at Annexure- “B” .
6. **Freight & Insurance Charges**: indicated at Annexure- “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**: If required, the same may be obtained from consignee under intimation to this office.
9. **Delivery Period**: Delivery at consignee’s end shall be made within 2- 3 months or earlier from the date of receipt of order.

However, keeping in view of urgency of pumps, earliest delivery will be highly appreciated. 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. , Dhanbad	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 and other documents as per order .

(Note – All documents to be submitted shall be duly authenticated).

Bank Details :
Name of Bank : Bank of India , Sharda Mandir Road Branch , Ahmedabad , Gujrat RTGS CODE - BKID 0002019 ; 9- DIGID CODE : 380013032 Account Style/Nature: Cash Credit. Account No. : 201930110000009

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. Over- all availability of the Pumps during the warranty period:-

The minimum availability of the running pumps will be maintained at 90% based on the following formula:

$$A = \frac{H - B}{H} \times 100$$

Where A - Total available hour

B - Break-down hour

H - Total available hours, will be calculated on yearly basis, based on daily available hours.

Break – down hours will be reckoned from the date and time, the defective pump is received at local service centre. BCCL will arrange for delivering the defective pump at the service centre.

Penalty clause on fall of the availability percentage –

- (i) For every percent fall from the 90%. 1% Cost of the pump set will be deducted from their performance bank guarantee.
- (ii) In case of availability falling below 80%, the manufacturer will replace the pump with new set or BCCL will be free to deduct cost of a full set of the pump.

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15. 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”
16. 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.
17. Security Deposit - Waived as being registered with NSIC.
18. Inspection – Final inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head or their authorized representative.
19. 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 en-cash 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.

20. **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

Sl.No.	Indent no. and Date	Budget Certification no. & dt.
1	MND/IND/P&M/11-12/48 Dt. 14/11/11 MND/IND/P&M/11-12/49 Dt. 17/11/11 [112025(12-13) & 112024(12-13) Both Dated. 12/05/12]	e-BC No. 37 (HQ-P&M) Dated 30/07/12 for Rs. 14,50,000/- & eBC No. 38 (HQ- P&M) Dt. 30/07/12 for Rs. 5,00,000/- e-FC No. 134 Dt. 30/11/12 for Rs. 5,00,000/- (HQ) & eFC No. 135 Dt. 30/11/12 for Rs. 13,98,197.29 (HQ)

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/Office Copy.
6. Special Cell, CMPDILtd. , Kanke Road , Ranchi
7. Copy to IEM: Justice Ashok Kumar Chakraborty (Retd), BB-69, Sector I ,Salt Lake, Kolkata – 700 064

ANNEXURE - "A"

BROAD TECHNICAL SPECIFICATION FOR SUBMERSIBLE PUMP SET

1. The specification broadly covers design, manufacture & supply of submersible pump sets suitable for satisfactory operation in vertical position in U/G Coal Mines Shafts for dewatering purpose.
2. MATERIAL SPECIFICATION:-
The Material specification of Pump's main components shall be as under:-
 - a) Bowls - Cast Iron FG 200 of IS 210
 - b) Impellers - Bronze as per IS 318
 - c) Shaft - Stainless Steel
 - d) Casing - Cast Iron
 - e) Bearing - Bronze
3. The Pump set shall be designed to operate in coal mines having coal dust particles and ambient temperature of mine water to be handled may go up to 45(degree) C. The specific gravity of mine water shall be 1.03 to 1.05.
4. The submersible pump shall conform to IS 8034/1989(as amended up to date and submersible motor conforming to IS 9283/1997 (as amended up to date).
5. The Pump set shall be complete with specially designed matching non-return valve pressure compensation device and rubber device for filling water and other accessories fitting such as cable clips, cable for water level guard, etc.
6. Lead cable of suitable size,(Three & half cores) / copper conductor, shall be minimum of 3 Mtrs. (Or 3 Core + 1 Core)
 - (i) The tenderer shall submit all the technical data/details (including cross sectional view /exploded view of the pump & motor showing all the parts/components) performance operating curve, etc.
 - (ii) The tenderer shall also submit details of submersible pump set supplied to coal mine.
7. Electrical suitable for power supply system 50 Hz, 550V with voltage variation +/- 10% and frequency as low as 48.0 Hz. The pump set shall be suitable for satisfactory operation in the system having 15-20 shedding day.
8. H.P. Rating to match the operational & duty requirement the motor selected shall have sufficient H.P. margin of not less than 15% over the HP requirement for the given pump duty parameters. The winding wires in the motor will be with XLPE (irradiated) insulation / PVC.

9. ATS PANEL suitable for the above motor of reputed make, having provision of Start, main and run contactors along with air cooled auto transformer. The panel will have O/L, E/L protection with indicating lamps for 3 phases, SPP, Toggle to by-pass SPP cum WLG, Thermal timer, Ammeter, Voltmeter, Isolator, rewirable control fuses, selector switch, etc. make of the ATS to be indicated by the tenderer. Rating of the contactors shall be twice the FLC.
10. After sales service: After sales service shall form a part of purchase order. The tenderer must indicate this as well as facilities for spares availability at or near Dhanbad. After sales Service facility will be one of the criteria for technical acceptance of the offer.

11. Over- all availability of the Pumps during the warranty period:-

The minimum availability of the running pumps will be maintained at 90% based on the following formula:

$$A = \frac{H - B}{H} \times 100$$

Where A - Total available hour

B – Break-down hour

H – Total available hours, will be calculated on yearly basis, based on daily available hours.

Break – down hours will be reckoned from the date and time, the defective pump is received at local service centre. BCCL will arrange for delivering the defective pump at the service centre.

Penalty clause on fall of the availability percentage –

- (i) For every percent fall from the 90%. 1% Cost of the pump set will be deducted from their performance bank guarantee.
- (ii) In case of availability falling below 80%, the manufacturer will replace the pump with new set or BCCL will be free to deduct cost of a full set of the pump.

12. LOCAL SERVICE CENTRE FACILITY:-

The successful bidder will set – up a local service centre at or around Dhanbad within a month of the receipt of the order or not later than delivery of the first consignment. The manufacturer will keep adequate facility, spares and service persons to maintain the minimum availability.

13. Technical: - Material of composition will be commensurate with the maintaining of minimum availability percentage.

The design aspect and detailed technical specifications of the materials will be submitted on a G.A. drawing. The pump RPM will be 2900 rpm and suitable for B/H operation.

ANNEXURE -- " B "

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PRICE-BREAK-UP FOR ITEM NO. 1

[SUB. PUMP 120M HEAD X 600 GPM DISCHARGE WITHOUT STARTER]

S.N.	Description	Unit	Qty.	Revised Unit Rate	Extended Value
a	Pump & Motor Set - P39/6st/120 HP	Set	1	416483.34	416483.34
b	Cable for WLG-120 mtrs. for each pump set	Mtrs.	120	29.40	3528.00
c	Cable Clips (1 set for every 10Mtrs. Length) for each pump set	Set	12	24.50	294.00
d	Supporting clamps - 01 set for each pump set	Set	1	2352.00	2352.00
e	Sub Total - Basic Price Excluding Tax			a+b+c+d	422657.34
f	Packing & Forwarding charges @ 2% on Pump Motor Set only			2% of a	8329.67
g	Excise Duty @ 6.18% on Pump Set only including 2% P&F charges			6.18% of (a+f)	26253.44
h	Packing & Forwarding charges @ 2% on basic price excluding E.D. , P&F charged aplicabl on Pump Set			2% of (b + c + d)	123.48
i	CST @ 2%			2% of (e + g + h)	8980.68
j	Freight Charges @ 3% excluding all taxes			3 % of e	12679.72
k	Total Unit Landed Value			[e+f+g+h+i+j)	479024.33

ANNEXURE -- " B "

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PRICE-BREAK-UP FOR ITEM NO. 2

[SUB. PUMP 120M HEAD X 500 GPM DISCHARGE COMPLETE WITH ELECTRICAL]

S.N.	Description	Unit	Qty.	Revised Unit Rate	Extended Value
a	Pump & Motor Set - P39/6st/120 HP	Set	1	416483.34	416483.34
b	ATS Control Panel for each Pump Set	Set	1	215398.12	215398.12
c	Cable for WLG-120 mtrs. for each pump set	Mtrs.	120	29.40	3528.00
d	Cable Clips (1 set for every 10Mtrs. Length) for each pump set	Set	12	24.50	294.00
e	Supporting clamps - 01 set for each pump set	Set	1	2352.00	2352.00
f	Sub Total - Basic Price Excluding Tax			a+b+c+d+e	638055.46
g	Packing & Forwarding charges @ 2% on Pump Motor Set only			2% of a	8329.67
h	Excise Duty @ 6.18% on Pump Set only including 2% P&F charges			6.18% of (a+g)	26253.44
i	Packing & Forwarding charges @ 2% on basic price excluding E.D. , P&F charged applicable on Pump Set			2% of (b + c + d + e)	4431.44
j	CST @ 2%			2% of (f + h + i)	13374.81
k	Freight Charges @ 3% excluding all taxes			3 % of f	19141.66
l	Total Unit Landed Value			[f+g+h+i+j+k)	709586.48