


<p>Under jurisdiction of Dhanbad Court and Jharkhand High Court</p> <p><b>Bhārat Coking Coal Limited</b>  A Mini Ratna Company  (A Subsidiary of Coal India Limited- A Maharatna Company)</p> <p>Regt. Off: Koyla Bhawan, Koyla Nagar  Dhanbad-826005  CIN :U10101JH1972GOI000918</p>		<p>Office of the General Manager  Materials Management  Department  Level-III, Commercial Block,  Koyla Bhawan, Dhanbad-826005  Phone: 0326-2230181  Fax No.: 0326-2230183  Website: <a href="http://www.bccl.gov.in">www.bccl.gov.in</a></p>
---	--	---

**SUPPLY / PURCHASE ORDER**

ORIGINAL BY REGD. POST

Ref. No.: BCCL/PUR/113253/Sub Pump./KSB-make/85/175

Dated: 29.11.14

<p>To,  ✓ <b>M/s Shyam Takniki Udyog</b>  Post Box No.31, Bhuli Road  Dhanbad-826001 Phone-6450857</p>	<p>Vendor Category : Dealer  New Vendor Code: 1/22/D/S/008  Old Vendor Code: 905970  Fax: 0326 2308115  Email: shyamtakniki@gmail.com</p>
--	---

Sub.: **Supply of Submersible pump set KSB make**

- Ref: 1. This Office Tender no. : BCCL/PUR/113253/Sub Pump./KSB-make/85 dtd 18.02.14 opened on 13.03.14  
2. Your Offer no:STU/13-14/1454 dtd 10.03.14 and 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: Submersible pump set KSB make**

The detailed description along with specification of the pumps, Qty. to be supplied, Unit Rate and Extended value will be as under:

SN	Description	Qty.	Unit Basic Rate	Extended Value
1	Submersible Pump sets 7.5 HP, Model No. 152/15 KSB make having discharge 10,000 LHP at 112 Mtr. Head. 440/415V x 2900 rpm Material Code:26464995712	2	42412.00	84824.00
Total Landed Value on F.O.R. Destination basis				84824.00

- TOTAL ORDER VALUE:** The total order value will be Rs. 84824.00 (Eighty four thousand eight hundred twenty four) only.
  - EXCISE DUTY & CESS:** Nil
  - JVAT:** Inclusive in basic @ 5 %. If there be any increase in CST/VAT beyond the delivery schedule stipulated in the order, that shall be to your account.
  - PACKING & FORWARDING CHARGES:** Inclusive.
  - Freight & Insurance Charges:** Inclusive.
  - 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.

AK *Uddan*

8. Road Permit: Road Permit, if required, may be obtained directly from the Consignee under intimation to this office.
9. Delivery Period: within 30 days from the date of receipt of the order and Safe arrival of materials at the consignee end shall be the responsibility of supplier.  
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: Depot officer, Bastacolla Area BCCL.  
Paying Authority: HOD (F) (MM), MM Division, Koyla Bhawan, BCCL, 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 )  
No payment will be made without submission of performance Bank Guarantee & security deposit , if covered in order .
13. Guarantee /Warranty: i) The item will be warranted against any manufacturing defect /workmanship for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month.  
ii) Special Warranty Clause: If the order is decided to be placed on the bidder, the bidder should confirm against the clause that in the event of any breakdown or failure of performance due to defects in materials, design, workmanship, spare parts etc. BCCL shall promptly notify the supplier in writing of any claims arising under this warranty. The repairs replacement or rectification work shall be carried out by the supplier at site at no cost to the purchaser within 21 days of settlement of warranty claims.  
“At no cost to the purchaser” means, the supplier will have to bear all the expenses up to the destination site i.e. Ex-works prices, Excise duty, Sales tax, Insurance, Inland Transportation charges, etc. as applicable to ensure free delivery of warranty replacement at BCCL colliery sites. The supplier will be required to stock spares to take care of warranty period breakdown. Spares should be available immediately from the date of intimation of breakdown.  
iii) The suppliers must ensure that there is no major breakdown due to manufacturing / design defect during the warranty period. In case such breakdown occurs, the purchaser will reserve the right to extend the warranty period suitably as per the availability clause mentioned in the Technical Specification.
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 – You shall furnish a Performance Guarantee equivalent to 10% of the total value of the supply order / contract (by adding Excise Duty and Sales Tax etc to the FOR destination price of the equipment ordered. The performance guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached as ANNEXURE-A (on a non judicial stamp paper of value Rs.250.00 only). This Bank Guarantee shall be initially valid for three months beyond the expiry of Guarantee/ Warranty period. PBG shall either be released or extended depending upon the merit of the case. This Performance Guarantee shall be for the performance of the Contract / Supply Order.PBG may be submitted either for entire order quantity at a time or each equipment wise/lot wise.
16. Security Deposit – Not applicable
17. 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.
18. Penalty For Failure To Supply In Time

*W. Adnan*

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 GM(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.

Encl: Annexure-A at page no.5

Atk

*W. S. S. S.*

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

*Alok Kumar*  
(Alok Kumar)

Asst. Manager (MM)

*A.K. Choudhary*  
(A.K. Choudhary)

General Manager (MM)-S

**INDENT & BUDGET CERTIFICATION REFERENCE**

Indent no. and Date	Budget Certification no. & dt.
BCCL/CAP/R.S./IX/12-13/IX/17 Dated 07.01.13 I.R. No: 113253(13-14) Dated 17.12.13	BC No. BCCL/C&B/Cap/Reg.PN-17/SN-139/e BC No.287 dated 06.10.14 for Rs. 84,824.00 and e-FC no 241 dated 24.11.19 for Rs 84,824.00

**Copy to:**

1. Depot Officer, regional Stores, Bastacolla Area BCCL
2. HOD(F)(MM) , MM DIV., Koyla Bhawan.
3. GM(E&M)I/C, Koyla Bhawan.
4. MM(Tech Cell), MM Div,Koyla Bhawan.
5. Master File/Office Copy.
6. Special Cell , CMPDIL , Kanke Road , Ranchi
7. GM(F&M), CCL/WCL/ECL/SFCL/MCI

## 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 the 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.