भारत कोकिंग कोल लिमिटेड

(कोल इंडिया लिमिटेड की एक अनुषंगी इकाई) एक मिनीरत्न कंपनी पंजीकृत कार्यालय :कोयला भवन , कोयला नगर धनवाद-826005, CIN :U10101JH1972GOI000918 सामग्री प्रबंधन विभाग

कमर्शियत ब्लॉक L-III , फ़ैक्स- 0326-2230183 फोन नंबर-0326-2230181 ईमेल:gmmm@bcclweb.in, वैबसाइट:www.bcclweb.in



BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)
A Mini Ratna Company
Regt. Off: Koyla Bhawan ,Koyla Nagar
Dhanbad-826005, CIN:U10101JH1972G0I000918
Materials Management Department
Commercial Block L-III
(Fax No- 0326-2230183)
Phone No.0326-2230181
Email. Id: gmmm@bcclweb.in
Website: www.bcclweb.in

ORIGINAL BY REGD. POST.

Date: 21.02.2018

Supply Order

Ref: BCCL/PUR/116150/C.S.Gear 5T, 8T &10T/OTE/141

To,

M/s Kapur Mining Equipment Pvt Ltd

G.T ROAD, WESTKUMARPUR, Asansol -713304, GSTIN: 19AAACK0788L1Z3

Vendor Type: NSIC PAN- AAACK0788L

New Vendor Code: 1/03/M/U/254

Sub: Supply of C.S.Gear Set against tender no.: BCCL/PUR/116150/C S Gear 5T 8T 10T/16-17/OTE/85 dtd. 06.01.17 opened on 04.02.17.

Ref: Your online Bid no. 170455 dtd 31.01.17 against our above tender /tender id: 2017_BCCL_58273_1 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: Supply of C.S. Gear

The detailed description along with specification / size of the item along with Qty. to be supplied, Unit Rate and Extended Value will be as under:

| S. N. | Description | Qty (Sets) | Basic Rate per sets (In Rs) | Extended Value (Rs) |
|----------|--|---------------|--------------------------------|------------------------|
| 1 | Supply of C S Gear 10T SWLas per technical specifications enclosed at Annexure-"A" | 1 | 4,19,000.00 | 4,19,000.00 |
| | GST @ 18% (IGST) | | | 75,420.00 |
| | Landed Rate on F.O.R. Destination | 4,94,420.00 | | |

- 2. <u>TOTAL ORDER VALUE</u>: The total order value will be Rs. 4,94,420.00 on F.O.R. Destination basis.
- 3.GST:(a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present rate of GST is 18 % [IGST].
 - (b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.
 - (c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
 - (d) You have to ensure that if BCCL does not be able to avail Input Credit due to your fault then the loss amount to be recovered from you.
 - (e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
 - (f) E-Way bill, if required, shall be arranged by you

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(g)HSN codes and GST rates of the items covered in the above supply order placed will be as under:

| SI no. | Item | HSN code | GST rate |
|--------|----------|----------|---------------------|
| 1 | C S Gear | 98010014 | 18 % [18% IGST]. |

Date: 21.02.2018

(h)Your GST details are as under:

| SN | Particulars | Firm's Details |
|----|---|------------------------------------|
| 1 | Name | M/s Kapur Mining Equipment Pvt Ltd |
| 2 | Constitution of Business | Company |
| 3 | Trade Type (Manufacturer/Dealer/ Service Provider) | Manufacturer |
| 4 | PAN | AAACK0788L |
| 5 | Contact number | 0341-2252821 / 9332024537 |
| 6 | Provisional/Permanent ID provided under GST | 19AAACK0788L1Z3 |

- 4. Packing & Forwarding Charges: Nil
- 5. Freight & Insurance Charges: Nil
- 6. Mode of Dispatch: By Road on F.O.R. Destination, Freight paid basis.

NOTE: You will ensure safe & sound delivery of stores at consignee's end.

7. <u>Delivery Period</u>: 50% supply will be completed within 3 months from the date of receipt of purchase order and balance 50% to be completed within 1 month thereafter. However, keeping in view of our extreme urgency, you will put all efforts for earliest efforts.

Delivery schedule shall be reckoned from the 10^{th} day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery

Any increase in the rate of taxes & duties beyond delivery period will be to your account.

8. Consignee & Paying Authority: Consignee & Paying Authority for this order will be as under:

| Consignee | Paying Authority |
|-----------------------------------|-----------------------------------|
| Depot Officer | HOD(F) (MM), Purchase Finance, |
| The Central Store, Ekra, B.C.C.L. | Koyla Bhawan , B.C.C.L. , Dhanbad |

- 9. <u>Payment Term</u>: 100% payment within 21 days of receipt and acceptance of materials or from the date of receipt of Bill whichever is later at Consignee's end.
- 10. <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 taxes 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.

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11. <u>Guarantee /Warranty</u>: 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.

Date: 21.02.2018

- 12. 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 "
- 13. <u>Security Deposit</u>: Exempted being registered with NSIC which is valid upto 26.06.19 having monetary value of Rs 99.00 Lakh.
- **14.** <u>Inspection:</u> Final inspection shall be carried out at the consignee end after receipt of materials by the GM (E&M)I/C, BCCL or their authorized representative.
- **15.Input Tax Credit:** BCCL is entitled to avail Input tax credit of above GST amount and it will be availed on the submitting of all the necessary documents required as GST act.
- **16.Transit** Insurance Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

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 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.

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18. 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.

Date: 21.02.2018

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 remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our notice inviting tender and as confirmed in techno-commercially acceptable offer of bidder & as per company 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.

Enclosure: Technical Specification (Annexure-"A").

INDENT & BUDGET CERTIFICATION REFERENCE

| SN | Indent no. and Date | e. BC & e. FC Ref. |
|----|---|--|
| 1 | Indent No: BCCL/GM(E&M)/F-C Indent/16-17/4(A) dated 06.09.2016 | BC no. BCCL/C&B/CAP/Reg PN-36/SN-20/eBC No 433 dated 23.01.18 (Cap 17-18) Head: P&M (Safety) New Job , for amount of Rs. 4,94,420.00 |
| | IR No. 116150 dated 17.12.16 | e.F.C.No.298 dtd 15.02.18 of Rs. 4,94,420.00 |

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

(Alok Kumar) Dy Mgr (MM)

GM(MM

(This has got the concurrence and approval of competent authority)

Copy to:

- 1. Depot Officer, Central Store, Ekra, 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.
- Master File/Office Copy.
- 6. GM (MM), CCL / NCL / WCL / SECL / MCL / ECL

ANNEXURE-"A"

(A) SCHEDULE OF REQUIREMENT:

| SI No | ITEM DESCRIPTION | | |
|----------|--|--|--|
| 1 | Supply of 10T-SWL C S Gear set comprising of 10T-SWL Rope Capel(suitable for 32mm winding rope), 10T-SWL Safety Hook with Catch Plate and 10T-SWL D-Plate with bridle chain, shackles, pins etc. | | |

(B) Technical Specifications & Other Parameters:

IMPORTANT TERMS:-

(A) The manufacturer shall:

- 1. Ensure Design, Material including chemical composition, Heat treatment, Manufacturing, Dimensions and Factor of Safety of the Cage Suspension Gears and its component shall conform to IS: 7587 Part I to VIII or its respective revised version.
- 2. Have adequate knowledge, facility for Forging, machining, drilling and finishing of the Cage Suspension Gears and its components shall be done at the manufacturer's works and also strictly comply to DGMS Circular (Tech) No. 1 of 2001 and fully responsible for quality of the Cage Suspension Gears and its components.
- 3. Ensure the Cage Suspension Gears and its components for sound construction, good finish, free from defects like cracks, roughness, deep tool marks, deep notches and made within permitted limits of tolerance of the dimensions comply with the relevant standard of BIS.
- 4. Furnish all the test reports/certificates with each consignment of Cage Suspension Gears and its components as per the standard IS:7587 Part I of 2004 or its revised version.

(B) Testing and Examination:

- 1. 100% items of Cage Suspension Gears and its components shall be tested for its safe working load, Proof load, Breaking load, NDT, Chemical composition, Izod Impact Test and Factor of safety etc. at any Government approved laboratory or a Test house accredited by NABL may also be accepted, subject to confirmation to its ability to conduct such tests and passing the tests as per IS:7587 (Part I to VIII) or its revised version.
- 2. Manufacturer must have own magnetic particle flaw detector and ultrasonic flaw detector alongwith operators possessing requisite level-II certificates from ASTM/ISTM and shall conduct test of each components Cage Suspension Gears for ultrasonic testing and magnetic particle testing and reports of the same shall be recorded in bound-paged book at their works.

(C) Marking:

Each component shall be legibly and permanently stamped on non-wearable portion of the part as per the relevant standard of IS:7584 (Part I to VIII) or its respective revised version.

(D) General requirement :

Observations will be conducted of Cage Suspension Gears and its components for a period of one year of fresh consignment and result of joint field observations particularly in respect of grip, condition of pins, pitting, corrosion, Non Destructive Test and also any shortcoming in the installation likely to adversely affect affect the cage suspension gear components shall be rectified.

(E) Life:

The life of Cage Suspension Gear and its components shall be six years from the date of installation as per DGMS Circular (Approval) no. 3 of 1979.

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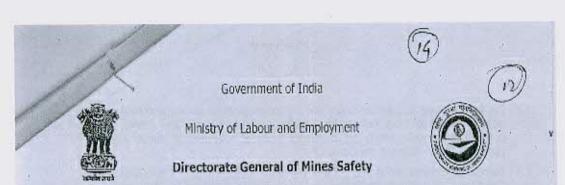
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(F) You have to submit valid DGMS approval to manufacture Cage Suspension Gear and its components or comply the standards and guidelines under the General Order No. DGMS/Mech./Tech. Cir. (Approval) No. 01, Dhanbad, dated 13.2.2015 and your responsibility to comply the clause 1 to 2 of DGMS circular DGMS Circular no. DGMS/Mech/Tech/Cir(approval) No:01 dtd 13.02.15 is mandatory.

Date: 21.02.2018

DGMS circular no.DGMS/Mech/Tech/Cir(approval) No:01 dtd 13.02.15 is enclosed herewith.



No. DGMS/Mech/TechiCir.(Approval) No. 01 Dhanbad, 13.02.2015

To:

The Owner, Agent, Manager of all Mines & the Manufacturers

Subject: Standards for Manufacturing and Testing of Cage Suspension Gears used in Mines.

Cage Suspension Gears and it's components are widely used in Winding shafts and transportation systems in mines. In order to ensure the Safety regarding the material, design, manufacturing, testing and examination of various components of Cage Suspension Gears shall conform to IS: 7587 (part 1)-2004 (General Requirement), IS: 7587 (Part II)-2006 (Cappel), IS: 7587 (Part III)- 2006 (Shackles and Pins), IS: 7587 (Part IV)- 2006 (Bridle Chains), IS: 7587 (Part V)- 2006 (Distribution Plates), IS: 7587 (Part VI)- 2006 (Safety Detaching Hook- 80KN and 100 KN capacity), IS: 7587 (Part VII)- 2000 (Safety Detaching Hook- 120KN,150KN and 200 KN), IS: 7587 (Part VIII)- 1993 (clivey hook suspension arrangements) of the Bureau of Indian Standard.

Mining being a hazardous profession requires that the equipment, machinery and tools need to remain safe, robust and reliable under prolonged usage even in adverse conditions. In view of this, Chief Inspector of Mines (now designated as Director General of Mines Safety), approving the Cage Suspension Gears and it's components by special orders to use in mines on case to case basis under Regulation 181(3) of Coal Mines Regulations, 1957 and the same has been notified in Gazette notification of India vide G.S.R.1334 dated 3rd November, 1979. Now, in order to bring further simplification it has been felt that the subject matter may be brought under the domain of general approval. However, in order to prevent any compromise on quality and safety aspects, certain conditions are to be specified for compliance. In view of the above, it has been decided that, following standards and parameters as prescribed below, shall be adhered to testing and use of Cage Suspension Gears in underground coal mines.

1. The Manufacturer shall:

- 1.1 Ensure Design; Material including chemical composition, Heat treatment, Manufacturing, Dimensions and Factor of Safety of the Cage Suspension Gears and it's components shall conform to IS: 7587 Part I to VIII or its respective revised version.
- 1.2 Have adequate knowledge, facility for Forging, machining, drilling, and finishing of the Cage Suspension Gears and It's components shall be done at the manufacturer's works and also strictly comply to DGMS Circular (Tech)no.1 of 2001 and fully responsible for quality of the Cage Suspension Gears and it's components.

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Date: 21.02.2018



- 1.3 Ensure the Cage Suspension Gears and it's components for its sound construction, good finish, free from defects like cracks, roughness, deep tool marks, deep notches, and made within the permitted limits of tolerance of the dimensions comply with the relevant standards of BIS.
- 1.4 Furnish all the test reports/certificates with each consignment of Cage Suspension Gears and it's components to the user(s) as per the standard IS: 7587 Part I of 2004 or its revised version and the users shall also have the responsibility to get such valid test reports/certificates from the manufacturer while purchasing and using the Cage Suspension Gears and it's components in the mines.

2.0 Testing and Examination:

- 2.1 Each prototype of the Cage Suspension Gears and its components shall be tested for its safe working load, Proof load, Breaking load, NDT, Chemical composition, Izod Impact Test and Factor of Safety, etc at any Government approved laboratory or a Test house accredited by NABL may also be accepted, subject to confirmation to its ability to conduct such tests and passing the tests as per IS: 7587 (Part I to VIII) or its respective revised version.
- 2.2 Routine test of Cage Suspension Gears and its components shall be conducted at any Government approved laboratory or a Test house accredited by NABL may also be accepted, subject to confirmation to its ability to conduct such tests as per DG Tech. Cir. No. 7/1994 and 4/1997 before supply by the Manufacturer.
- 2.3 Manufacturer must have their own magnetic particle flaw detector and ultrasonic flaw detector along with operators possessing requisite level-II certificates from ASTM/ISTM and shall conduct test of each component of Cage Suspension Gears for ultrasonic testing and magnetic particle testing and reports of the same shall be recorded in a bound-paged book at their works.
- 2.4 Any component in which defect is noticed shall be marked defective and shall not be supplied to any mine.

3.0 Marking:

Each component shall be legibly and permanently stamped on non-wearable portion of the part as per the relevant standard of IS: 7587 (Part I to VIII) or its respective revised version.

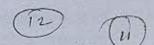
4.0 User's responsibilities:

- 4.1 The user industry shall be responsible to ensure correct quality, type, size, strength and load parameters of the cage suspension gear and it's components are adequately designed for the shaft and conform to the relevant standard of IS: 7587: Part I to VIII or its respective revised version with proper supervision during the installation and operation of cage suspension gear and its components.
- 4.2 The user shall conduct field trial observations of Cage Suspension Gears and its components for a period of one year of fresh consignment in consultation with the Manufacturer and the results of joint field observations particularly in respect of grip, condition of pins, wear, pitting, corrosion, Non Destructive Test and also

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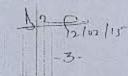


point out any short coming in the installation likely to adversely affect the cage suspension gear components shall be rectified and recorded in a bound-paged book signed by the Colliery Engineer and counter signed by the manager and kept available at the mine office.

- 4.3 On successful completion of field trial, a competent person shall check and inspect the cage suspension gear and it's components in accordance with Regulation:81 of the CMR' 1957 and Regulation:89 of the MMR' 1961 and the report of the same shall be recorded in a bound-paged book signed by the competent person/Engineer and counter signed by the Manager of the mine. Any defects observed shall be immediately rectified and record of the same shall be kept available at the Mine office.
- 4.4 In-situ examination of cage suspension gear and it's components for Non Destructive test shall be conducted at every six months by any Govt. approved laboratories or a Test house accredited by NABL may also be accepted, subject to confirmation to its ability to conduct such tests according to relevant Bureau of Indian Standard.
- 4.5 The life of the cage suspension gear and its components shall be restricted to six years from the date of installations as per DGMS Circular (Approval) no.3 of 1979.
- 4.6 The discarding factor of cage suspension gear and its components while in operation shall refer the norms discard of CSG as per annexure of DG Tech. Cir. No. 8/1980.
- 5.0 The Chief Inspector of Mines or an Inspector of Mines may inspect, check and examine the manufacturing facilities at any time and get samples tested during the course of inspection or send such samples for testing at any Govt. approved laboratories or a Test house accredited by NABL may also be accepted, subject to confirmation to its ability to conduct such tests according to relevant Bureau of Indian Standard at the cost of the manufacturer.
- 6.0 The Chief Inspector of Mines or an Inspector of Mines may inspect, check and examine the cage suspension gear and it's components at any time in the mine or the area of the mines and get samples tested during the course of inspection or send such samples for testing at any Govt. approved laboratories or a Test house accredited by NABL may also be accepted, subject to confirmation to its ability to conduct such tests according to relevant Bureau of Indian Standard at the cost of user.

7.0 General Requirement

- 7.1 All the Owner, Agent and Manager and the manufacturers and suppliers shall be required to comply with this standard and any deviation or defects found in the product supplied or used in the mine, shall be brought to the notice of this Directorate.
- 7.2 The Manufacturers and the Users including the Test Houses, who are engaged for testing of such cage suspension gear and its components, are requested to adhere



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to the above mentioned Standards and Parameters while testing, before supplying and using in the mine.

- 7.3 The Standards, Parameters and Testing of cage suspension gear and it's components as mentioned above, in this circular shall be considered as approved by the Chief Inspector of Mines by a general order as provided under regulation 181(3) of the Coal Mines Regulations, 1957.
- 7.4 However, the cage suspension gear and it's components, if having valid approval given to any manufacturer in the past by a special order by this directorate, may continue to be procured for use in mines up to its respective last date of validity, but not so as to debar any other manufacturer(s) complying with the above mentioned standard approved by this general order.

Yours Faithfully,

Director General of Mines Safety

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