

**भारत कोकिंग कोल लिमिटेड**

(कोल इंडिया लिमिटेड की एक अनुषंगी इकाई)  
एक मिनीरत्न कंपनी  
पंजीकृत कार्यालय : कोयला भवन, कोयला नगर  
धनबाद-826005, CIN : U10101JH1972GOI000918  
सामग्री प्रबंधन विभाग  
कमर्शियल ब्लॉक L-III, फ़ैक्स- 0326-2230183  
फ़ोन नंबर-0326-2230181  
ईमेल: gmmm@bcclweb.in,  
वेबसाइट: 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: U10101JH1972GOI000918  
Materials Management Department  
Commercial Block L-III  
(Fax No- 0326-2230183)  
Phone No. 0326-2230181  
Email. Id: gmmm@bcclweb.in  
Website: www.bcclweb.in

**SUPPLY/PURCHASE ORDER****ORIGINAL BY REGD. POST/BY E-MAIL**

Ref.No:-BCCL/Pur/MB/C Type Coupling/OLTE/18-19/51

Date: 25.07.2018

To,

**M/s Acharya Safety Spares Corporation**

135 B R B Basu Road 3rd Floor  
Kolkatta:-700001

GSTIN: 19AAEFA6213B1ZO

Vendor Category : MSME &amp; NSIC

PAN- AAEFA6213B

**Sub. : Supply of "C" Type Coupling against BCCL Rate Contact No. BCCL/PUR/RC/C Type Coupling /OLTE/02 dtd: 18.05.2018.**

**Ref:** BCCL Rate Contact No. BCCL/PUR/RC/C Type Coupling /OLTE/02 dtd: 18.05.2018 concluded with you for two years for supply of "C" type coupling.

Dear Sir,

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: "C" Type Coupling**

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

S. N.	Item Description	Unit Basic Rate (in Rs)	Qty(In Nos)	Total Value (Rs)
1	"C" Type coal tub coupling for 5T drawbar pull [Material Code :-93071000013]	736.00	250.00	1,84,000.00
	GST @18 % [IGST]			33,120.00
	Total(In Rs) on F.O.R Destination Basis			2,17,120.00

[Detailed technical specifications will be as per Annexure-"A"]

**2. TOTAL ORDER VALUE:** The total material value will be **Rs 2,17,120.00** on F.O.R. Destination basis.

**3. GST:**

- GST shall be paid extra as legally applicable during the scheduled delivery period. Presently applicable GST rate is 18% [IGST] as above.
- 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.
- You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
- 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.
- The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
- E-Way bill, if required, shall be arranged by you.
- HSN codes and GST rates of the items covered in the above supply order placed will be as under:

Sl no.	Item	HSN code	GST rate
1	"C" Type Coupling	9801	18%[IGST]

h) Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	M/ Acharya Safety Spares Corporation
2	Constitution of Business	Partnership
3	Trade Type (Manufacturer/Dealer/Service Provider)	Manufacturer
4	PAN	AAEFA6213B
6	GSTIN	19AAEFA6213B1ZO

**4. 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. INPUT TAX Invoice will be provided by you.

**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. Road Permit:** if required it will be arranged by you.

**8. Delivery Period:** Delivery should be commence within 01 (One) month. However, earlier delivery will be highly appreciated. The delivery schedule will be counted from the 10th day from the date of order. 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)*

**9. Consignee & Paying Authority:** Consignee & Paying Authority for this

Order will be as under:

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

**10. Payment Term:** 100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers' bills at consignee end, whichever is later.

**11. 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 receipted delivery challan in original, Consignee note (if any), packing list if any, Guarantee/ Warranty certificate, Copy of valid BIS license (if applicable), Test Report as per relevant IS (if applicable), Price Certificate, documentary evidence of taxes payment if claimed and other relevant documents, as per order should be submitted to the Consignee for payment through Paying Authority (*Note – All documents to be submitted shall be duly authenticated*).

**NB:** all documents to be submitted shall be authenticated. No payment will be made without submission of security deposit, if covered in order.

**12. Guarantee /Warranty:** Materials supplied should be guaranteed for a period of 12(twelve) months from the date of installation and commissioning 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 30 days free of cost.

**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. Security Deposit:** - You will be required to deposit as security money 10% of the total value of the contract (including Taxes, duties, and other charges to the FOR Destination prices in the form of Bank Draft /Bank Guarantee within 15 days from the date of order.

In case of SD in the form of BG, The Bank guarantee (as per enclosed format) issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode are furnished below:

Name of Bank	State Bank of India		Name of Bank	ICICI Bank
Branch name	Main Branch Dhanbad		Branch name	ICICI Bank, Dhanbad
A/C no.	35160317947		A/C no.	019605001057
IFSC Code	SBIN0000066	OR	IFSC Code	ICIC0000196

The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If you fail to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. The Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited.

**15. Inspection** – Inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head [i.e.GM (E&M)/I/C or their authorized representative].

**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 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 cancelling 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.

**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.
- 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 above referred rate contract & 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.

**Encl:-**1. Annexure-"A" (Technical Specifications & Parameters)  
2. Appendix-I (SD Format)

**INDENT & BUDGET CERTIFICATION REFERENCE**

Indent no. and Date	e. BC & e. FC Ref.
Indent no. MB/7(A)/17-18 & 13.09.2017 for Mining Misc For Koyla Bhawan  IR No. 117150 dated 20.12.2017.	<b>BC no.</b> BCCL/HQ/PUR-FIN/STORE BUDGET/REVENUE BUDGET/18-19/OTHER STORE(U/G)/10 dtd 09.06.18, <b>eBC No.</b> 136 dated 12.06.2018 for amount of Rs. 2,17,120.00 <b>F.C. no.</b> BCCL/PUR FIN/FC/11 dated:-20.07.2018 for Rs. 2,17,120.00

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

*Alok Kumar*  
(Alok Kumar)  
DM (MM)

*N S Saini*  
(N S Saini)  
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, E&M Deptt, Koyla Bhawan
4. MM(Tech Cell), MM Div, Koyla Bhawan.
5. Master File/Office Copy.
6. GM(MM) CCL/NCL/WCL/SECL/ECL
7. Prof (Dr) L.C. Singhi, IAS (Retd) ,Address: L-31 Third Floor Kailash Colony, New Delhi-110048
8. Shri Pramod Deepak Sudhakar, IAS (Retd.) ,Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301



**ANNEXURE - " A "****Technical Specifications & Other Parameters:**

**DESCRIPTION:** "C" type coal tub coupling drawbar pull capacity 5000 Kgs. As per DGMS drawing and specification and other conditions prescribed by DGMS is detailed below.

**1. DESIGN OF COAL TUB COUPLING OF 5 TONNE DRAWBAR PULL**

- a) As per Reg.89(1)© of the Coal Mines Regulation 1957/Reg. 97 (1)© of the Metalliferous Mines Regulations 1961, the attachment between any two tubs in a set or train of tubs is required to be a type approved by the Chief Inspector.
- b) 1.2 5Te capacity "C" type coupling shall be manufactured as per DGMS Technical Circular No. 9 dated 26.07.2004 and DGMS(Tech) Circular 1 of 1986.
- c) The following guidelines regarding material to be used, manufacture and workmanship, heat treatment, marking test and examination etc. are detailed below :

**2. MATERIAL:** - The material shall be made from 20 Ni 55 Cr 50 Mo 20 conforming to IS 4432 of 1967. No other material shall be allowed.

- a) Dimensions: All dimensions must conform to be enclosed drawing DGMS/ "C" type coupling /001/04.
- b) Hardness: - 250 to 280 BHN. In no case, the hardness should exceed 280 BHN to avoid brittleness.
- c) Heat treatment: - The coupling after all forging and welding operations shall be hardened and tempered or normalized and tempered at suitable temperature to achieve the desired hardness.

The following guideline may be followed:-

Designation of steel	Normalizing temp	Hardening temp	Tempering Temp	Quenching Agent
20 Ni 55 Cr 50 Mo 20	#	820-850°C	#	Oil

\*Suitable temperature may be adopted so as to attain the optimum properties.

All other stipulations and conditions shall be as stipulated in DGMS (Tech) Circular No 1

**3. MANUFACTURING AND WORKMANSHIP**

- a) Coupling shall be manufactured by forging in a workshop having adequate forging, machining, heat treatment approved testing facilities for the product. Forged welding of steel should not be done. Electrical welding shall be done where necessary and where Arc welding is done, slag shall be carefully cleaned at each stage. Holes shall be drilled and not punched. Jointing shall be done by Electrical welding and not by smithy welding.
- b) Every part of coupling shall give evidence of good workmanship and good finish, should be free from any defect and within standard limits of tolerance in dimensions and finishing etc.
- c) The manufacturer shall be fully responsible for the quality of the coupling and its conformity with the prescribed specification.

**4. MARKING:** - Each coupling shall be legibly marked on non-vital part with the following so that supply can be easily linked with the supplier.




- a) Manufacturer's identification mark (year of manufacture)
- b) Safe working load
- c) Type of Heat treatment given
- d) Identification mark bearing manufacture's certificate of test and examination

The stamp used for marking shall be of 5 mm size. Care shall be taken that the identification is neither too sharp nor excessive in depth.

#### 5. TEST AND EXAMINATION

a) At least 10% of the couplings shall be tested to not less than 3 times the maximum drawbar pull likely to be imposed when in use i.e. the SWL for which the coupling is designed shall be tested for cracks if detected either visually or by magnetic particle inspection method and any coupling failing in proof load another lot of equal number shall be tested and in case of any coupling failing in subsequent test, coupling from the lot shall be rejected.

b) Test and Certificate: - The supplies should accompany CIMFR Dhanbad Test certificate for P.L.T and NDT for 10% of the quantity in the following Performa.

c) You shall provide a certificate of test and examination in the Performa given below attached along with every supply challan:

d) PERFORMA FOR THE CERTIFICATE OF TEST AND EXAMINATION OF COUPLINGS (As per DGMS circular):-

<u>Identification</u>	<u>Description</u>	<u>Number</u>	<u>Tested</u>	<u>SWL</u>
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Particulars of heat treatment to which the coupling has been subjected chemical analysis.

We hereby certify that the coupling described above complies in all respects to the design, quality and workmanship and subsequently examined by the competent person.

Signature:

Date:

You shall agree for the withdrawal of random samples to a maximum 2-3% of the total of supplies and test (including Destructive testing) the same at our end. The sample will be drawn by the user and test certificate on the same by CIMFR or any other approved test house will be binding upon you in terms of quality of supply. The expenditure for the sample testing etc. for checking upon the quality will be borne by you.

The purchaser shall reserve the right to inspect any or all couplings by an Inspecting Agency to be nominated by the purchaser. The supplier will agree to allow for inspection at their workshop and manufacturing of the coupling by the user with or without notice and arrangement of the same will have to be done by you as required for inspection. Any coupling not passing the test should not be supplied under any circumstances.





6. RECORDS: - In line with DGMS notification a record of coupling in use stating the reference number, date of manufacture and date of use shall be maintained. If couplings are procured from more than one source the name, address and other relevant information in respect of each shall be recorded in a bound paged book. The supplier will make available this record to the purchaser or his representative on demand

#### 7. GENERAL REQUIREMENT

a) Each component of coupling shall have static factor of safety of no less than 7(seven) in relation to the maximum static load attached to haulage rope.

b) Forged components shall avoid sudden change in cross section thickness/or shape. Forging should be such that the fibers of materials are not traverse to the line of pull.

c) You shall agree to replace the entire quantity of the lot supplied by you as per the order in case the coupling is found defective during its use or found as not to fulfill the duty load prescribed to the bidders.

d) In case there is modification in DGMS design/notification/approval, the same will automatically be applicable for supplies.

SPECIAL NOTES:-Each coupling will have an identification mark so that supply can easily be linked to supplier. Hence, identification mark must be indicated.

ADBY

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**APPENDIX -I****FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

M/s. Bharat Coking Coal Ltd.

Koyla Bhawan

Koyla Nagar

Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. .... dated ..... made between M/s ..... a Company having its office at ..... (hereinafter called the supplier in connection with supply of ..... hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. .... in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the ..... Bank Limited (hereinafter referred to as the said Bank having its office at ..... do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. .... (Rupees : ..... ) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the ..... (Name of the Bank) do hereby agree that any demand made by Purchaser 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 supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ....

We, the ..... (Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to ..... Unless demand or claim under this Guarantee is made on us in writing on or before ..... we shall be discharged of all liabilities under this Guarantee thereafter.

We, the ..... (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 our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract 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 supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so 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 the Purchaser the said sum of ..... or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand. We, the ..... (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

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.

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

[ 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 &amp; Address :

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under " Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode are furnished below:

Name of Bank      State Bank of India  
Branch name      Main Branch Dhanbad  
A/C no.            35160317947  
IFSC Code        SBIN0000066

**OR**

Name of Bank      ICICI Bank  
Branch name      ICICI Bank, Dhanbad  
A/C no.            019605001057  
IFSC Code        ICIC0000196

Dated .....day of .....

For ..... Bank

Signature of the authorized person

For and on behalf of the Bank

Emp. Code.

APR

DQ