

**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)

ORIGINAL BY REGD. POST.**SUPPLY / PURCHASE ORDER**

Under jurisdiction of Dhanbad Court and
Jharkhand High Court only.

Ref. No. Pur/53/111139/11-12/Thimble Type CS Gear & Tail Rope Attachment /KPE/51

Dt. 20/06/12

To,

M/s. Kapur Mining Equipment Pvt.Ltd. , Vender code: 229160
G T Road(West),KUMARPUR, 1/03/M/U/254
ASANSOL-713301 (W.B.) FAX: 0341- 2251390 /
2254707

Sub.: Tender No. BCCL/PUR/ 53/111139/11-12/Thimble Type CS Gear &
Tail Rope Attachment/11-12/123; Opened on 17/01/12 (Off-line);
18/01/12 (On-line)

Ref.: Your offer No. KME/GS/Q532 Dt. 15/01/2012 & 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 : THIMBLE TYPE C.S. GEAR& TAIL ROPE ATTACHMENT
The detailed description along with specification / size / Pt. No. of the items along with Qty.
to be supplied , Unit Rate and Extended Value will be as under :

SN	Description	Qty. (Set)	Basic Unit Discounted Rate	Extended Value
2	DGMS Approved Type Tail Rope Attachment SWL-13 T for 63 mm dia. Tail Rope	2	625000.00	1250000.00
3	DGMS Approved Type Thimble Type Hoist Rope Suspension Gear SWL-45T for 60 mm dia. Winding Rope	1	1770000.00	1770000.00
	Total			3020000.00
	CST @ 2%			60400.00
	Landed Value			3080400.00

Other Technical details will be as per Annexure “ A “ enclosed .

(Contd. Page-2)

2. **TOTAL ORDER VALUE :** The total order value will be Rs. 30,80,400.00 (Rupees Thirty Lakh Eighty Thousand and Four Hundred) only on F.O.R. Destination basis .

3. **Excise Duty & CESS :** Not Applicable . If applicable , same will be borne by you .

4. **Sales Tax :** Concessional Sales Tax will be paid extra as applicable. Offered rate is CST @ 2 % against issuance of Form ' C ' as indicated above .

5. **Packing & Forwarding Charges :** Inclusive .

6. **Freight & Insurance Charges :** Inclusive

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 : Road Permit , if required , may be obtained directly from the consignee under intimation to this office.**

9. **Delivery Period :** Supply to be completed within 6 months from the date of receipt of order . Delivery Period will be reckoned from 10th day of placement of order .

However, keeping in view of our extreme urgency, earliest delivery will be 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.	The General Manager (F) , 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 , Copy of Inspection Note of CMPDIL (If required) 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 :** 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.

Bank Details :

Name of Bank : State Bank Of India , Bank More , Dhanbad

Account Style/Nature : Current Account

Account No. : 10976589932

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 – Not Required.

16. Security Deposit - Waived as being registered with NSIC .

17. Inspection – Final inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head or their authorized representative .

18. 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 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 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

SN	Indent no. and Date	Budget Certification no. & dt.
	BCCL/CGM(E&M)/F-C Indent/11 Dt. 15/06/11 I.R.No. 111139 (11-12) Dt. 14 / 09 / 11 Requirement of W.J. & E.J. Area .	B.C. No. : BCCL/P&P(F)/CAP/BC/12-13/P&M/ HQ/ 58/43 Dt. 14/06/2012 F.C. No. : BCCL/P&P(F)/CAP/FC/12-13/P&M/ HQ/ 45/30 Dt. 14/06/2012 For total of Rs. 72,31,800.00 , out of which firm- wise distribution is as under : M/S Diesel Pump Engineers : Rs. 4151400.00 M/S Kapur Mining Equipment : Rs. 3080400.00

Copy to:

1. Depot Officer, Central Stores, Ekra, BCCL
2. G.M.(F)(MM), MM DIV, Koyla Bhawan.
3. CGM(E&M), Koyla Bhawan.
4. GM E.J. Area / W.J. Area, BCCL
5. MM(Tech Cell), MM Div, Koyla Bhawan.
6. Master File/Office Copy.
7. Special Cell, CMPDILtd., Kanke Road, Ranchi

Copy for kind information to IEM

Justice Ashok Kumar Chakraborty (Retd),
BB-69, Sector I Salt Lake, Kolkata – 700 064

ANNEXURE – “ A “
TECHNICAL SPECIFICATION

ITEM Sl. NO. 2 :

DGMS approved SWIVEL Type Balance Rope Attachment suitable for 63 mm dia. Non-Rotating Type Round Balance Rope .

[Safe Working Load – 13 T , Factor Of Safety – 10:1 , Proof Load applied – 39 T ,Drawing No. BCCL/Eng/E&M)/90-01 of WJ Area & Drw. No. Dy.CE(EJ)/331/77 of EJ Area]

The set of balance rope attachment consist of the following (a) Connecting link (b) Swivel assembly (c) Connecting chase block (d) Socket (e) Bolts with nuts & Split pins.

The material specification manufacturing process, heat treatment testing & examination etc. shall conform to IS-7637 & specified in the drawing. Test to be conducted through CMFRI, Dhanbad & the certificate are to be submitted along with Material Ultrasonic & Magnetic crack detect test, proof load test Chemical analysis micro structure study &

Evaluation of all sets : The year of manufacture, set No. component No. Name of manufacturer & DGMS approval No. name stamped clearly on the body of the components.

ITEM Sl. NO. 3 :

DGMS approved Thimble Type Hoist Rope Suspension Fear for use with the K-6000 & WEF-6 cage/skip winders, Rope Dia 60 mm (NOM) Stranded Rope .

[Safe Working Load – 45 T ; Factor of Safety – 10:1]

The set of suspension gear consist of the following (a) Thimble (b) Chase blocks (c) Draw bar (d) Pressure Plate (e) Guide plate (f) Hood and (g) Pins.

MATERIALS :- Side plates, Release Pin, Lock Bolts Pins, chase blocks, Draw bar & Pressure plate are of 1.5% Mn Steel to BS-2772:2:1977 150 M 12 H & T , All bolts & nuts to BS: 3692: 1967 grade 8.8 Thimble shock absorber of hard rubber shore 70. Thimble shackle bushes to BS:970: 1: 1983, grade 817M 40T. All other items in mild steel to BS::4360:1986, grade 43A. Test to be conducted through Govt. approved test house & the certificates to be submitted. Ultrasonic & Magnetic crack defect test Proof Load test 3 X safe working load. Chemical analysis test to prove the quality of material . Each components must permanently & Legibly be marked with the identification mark & number.

GUARANTEE/WARRANTY : For 100 % of items will be applicable as per their DGMS approved lives i.e. 6 (Six) years from date of installation .

IMPORTANT : Copy of valid DGMS approval to manufacture the above items should be submitted alongwith supply.

Chief Manager (MM)

