


<p>Under jurisdiction of Dhanbad Court and Jharkhand High Court</p> <p><b>Bharat 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><b>Office of the General Manager</b> <b>Materials Management</b> <b>Department</b> Level-III, Commercial Block, Koyla Bhawan, Dhanbad-826005 Phone: 0326-2230181 Fax No.: 0326-2230183 Website: <a href="http://www.bcclweb.gov.in">www.bcclweb.gov.in</a></p>
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SUPPLY/PURCHASE ORDER

ORIGINAL BY REGD. POST

Ref.No. BCCL/PUR/115204/15-16/Coal Tub/OTE/93/109

Date: 30.08.2016

To,  
**M/s Bee Kay Industries**  
Kandra Industrial Area  
GOVINDPUR , Dhanbad - 828109

New Vendor Code: 1/13/M/A/026  
Old Vender Code: 305041  
PAN: ACBPJ5599G  
Vendor Category: Ancillary Unit

**Sub.: Supply of Coal Tub with draw bar & 'D' Shackles**

Ref : 1. This Office Tender no: BCCL/PUR/115204/15-16/Coal Tub/OTE/93 dtd 14.01.16 opened on 15.02.2016 and Tender Id no.: 2016\_BCCL\_30527\_1  
2.Your online Offer against Bid Id No. 85892 dtd 07.02.16 & 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:

- SCOPE FOR SUPPLY:** Coal Tub with draw bar & 'D' Shackles of following Sizes & Technical details as per Annexure 'A.1', 'A.2' & 'A.3' enclosed:

Description & Size of Coal Tub	Qty.	Basic Rate (In Rs)	Extended Value (In Rs)
Size 4.5' X 3' X 3'	14	32,496.75	4,54,954.50
Size 5' X 3' X 3'	20	34,188.66	6,83,773.20
<b>Total</b>			<b>11,38,727.70</b>
VAT @ 14 %			1,59,421.88
<b>Total Contractual Value</b>			<b>12,98,149.58</b>
Inspection Charge @ 1.0%			12,981.50
Service Charge @ 15.00%			1,947.22
<b>Total Financial Impact</b>			<b>13,13,078.30</b>
<b>Round off Total Value (In Rs)</b>			<b>13,13,078.00</b>

- Price:** F.O.R. Destination.
- Excise Duty & CESS:** ED will not be applicable and if applicable then will be borne by you.
- VAT:** Applicable as indicated above, Will be paid at actual on documentary evidence
- Packing & Forwarding Charges:** Nil.
- Freight & Insurance Charges:** Nil.

**7. Mode of Dispatch:** By Road, Freight paid basis.

NOTE: You will ensure safe &amp; 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 commencing within 2 (two) months or earlier and to be completed within next 6 months. Delivery period will be reckoned from 10th day of placement of order the date and date of receipt of materials at our stores shall be treated as the date of delivery. However, keeping in view of our extreme urgency, earliest delivery will be highly appreciated.

Any increase in the rate of taxes &amp; 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 Store , Ekra ,BCCL	H.OD. (F), MM Division , Koyla Bhawan , B.C.C.L. , Dhanbad

**11. Payment Terms:** 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 at the consignee's end. Payment will be made through EFT (Electronic Fund Transfer)/ ECS (Electronic Clearance System).

**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.

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

**IMPORTANT****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
- Service tax payable thereon.

**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. 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. Security Deposit:** Exempted being Ancillary Unit of BCCL

**16. Inspection:** Final inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head or their authorized representative and **Pre Dispatch inspection shall be carried out by M/s CMPDIL as per enclosed annexure-'I'**.

**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 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 remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our notice inviting tender, as confirmed in techno-commercially acceptable your offer and 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.1', 'A.2', 'A.3' (Technical Specifications)  
2. Annexure 'I' (CMPDIL inspection Clause)

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

*Alok Kumar*  
30/08/16  
(Alok Kumar)  
Assistant Manager (MM)

*A.K. Choudhary*  
30/08/16  
(A.K.Choudhary)  
General Manager (MM)-Pur

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

#### INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date	B.C. & F.C. no. & dt.
Indent No.: BCCL/ GM(E&M) /F.C.INDENT/COALTUB/15-16/ 162 Dated 07.07.15	B.C.No.:BCCL/C&B/CAP/Reg.PN-08/SN-53/e.B.C.No.176 dtd 06.08.16 (Cap 16-17) under Head P&M (Others) New Job of amount Rs 13,13,078.00
IR No.: 115204 Dated 23.11.15	& e.F.C.No.100 dtd 30.08.16 for Rs 13,13,078.00

#### Copy to:

1. Depot Officer, Central Store , Ekra , BCCL
2. H.O.D.(F)(MM), MM DIV, Koyla Bhawan
3. GM(E&M)I/C, Koyla Bhawan
4. GM(E&M), M/s CMPDIL, Gondwana Palace, Kanke Road, Ranchi
5. MM(Tech Cell), MM Div, Koyla Bhawan
6. Master File/Office Copy
7. GM (MM), CCL / NCL / WCL/ SECL / MCL / ECL
8. IEM: Shri Naresh Chaturvedi, IAS (Retd.)  
Add:-CL-14, Sector-II, Salt Lake,Kolkata- 700091

ANNEXURE-'A.1'**SCHEDULE OF REQUIREMENT AND TECHNICAL SPECIFICATIONS****(A) SCHEDULE OF REQUIREMENT:**

SL.NO.	ITEM DESCRIPTION	Quantity
1	Coal Tub of Size: 4.5'x3'x3'	14 Nos
2	Coal Tub of Size: 5'x3'x3'	20 Nos

**(B) TECHNICAL SPECIFICATION****BROAD SPECIFICATION OF STD. AND NON STD. SIZE OF COAL TUBS****1. Standard Size**

Brand new 4'6"X3'X3' ( 1372 mm X 94 mm X 914mm) size coal tubs fabricated Drg. No. 30024 and with IS 2062 Steel section without wheel and axles and complete with drawbar (5 T). Drawbar should be 100% tested for proof load and NDT as per DGMS circular No. 1 of 2002 or amended up to date. The coal tub should be complete with shackle and pins, CI tub blocks, MS clamps, bolts, washers and nuts. The Coal tub should conform to Drawing No. 301001 (Rev.II) and further detailed specification indicated at Annexure-A.2. Shackles and pins should conform to Drg. No. 30024 and DGMS circular No.1 of 1986 and updated for which test certificate for 100% quantity will have to be furnished as per norms laid down in above circular of DGMS. The tub block and clamp assembly with bolts and nuts and washers must conform to Drg. No. 30025 enclosed except wheel and axles.

**2. Different Non-Std. Size:**

Brand new coal tub fabricated with IS 2062 steel sections without wheel and axles and complete with draw bar (Drawbar should be 100% tested for proof load and NDT) are as per DGMS circular No. 1 of 2002 amended up to date. The coal tub should also be complete with shackles and pins, CI tub blocks, MS clamp, Bolts and Nuts. The coal tub should conform to Drg. Nos. as applicable to respective size of tub and further detailed specifications indicated in Annexure-A.2. The shackle and pin should conform to Drg. No. 30024 and DGMS circular no. 1 of 1986 as updated for which test certificate for 100% qty. will have to be furnished as per norms laid down in circular of DGMS. The tub block and clamp assembly with bolts and nuts and washers must conform to Drg. No. 30025 enclosed, except wheel and axle.

**Important Note:-**

- 1) Test certificates for draw bar for 100% quantity for proof load and NDT as per latest DGMS Circular from CIMFR, Dhanbad / DGMS approved Testing House, should be submitted along with supply, without which the supply shall be rejected outrightly.
- 2) 'D' Link with Pin (5 T Capacity) : Test Certificate 10% of the 'D' Link with Pin for PLT & NDT as per DGMS circular , tested at CIMFR Dhanbad , to be submitted along with supply .
- 3) Pre-despatch inspection before dispatch at firm's premises will be done by M/s. CMPDIL, Ranchi who will be called for inspection in specified Formats under intimation to us.
- 4) The name plates should be provided in the centre at the under frame channel as per details given in Annexure without which the tubs shall be summarily rejected.

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## ANNEXURE - 'A.2'

**DETAILED TECHNICAL SPECIFICATIONS OF STD. & NON STD. SIZE OF COAL TUB****Materials:**

Sides: 3.15 structural steel sheet conforming to IS 2062 with latest amendment.

Bottom: 6mm structural steel plate conforming to IS- 2062 with latest amendment.

**NB: No welding in bottom/side plate will be acceptable.**

Under frame: Standard structural section ISMC 125 mm X 65 mm channel for standard coal tubs, non std. Coal tub conforming to IS 2062 latest.

Drawbar: Drawbar used shall be made from the material and shall also conform to all the requirement of DGMS circular amended up to date (Circular No.1 of 2002).

CI Block: Cast Iron grade 25, IS 210/962 and dimension as per Drg. No. 30025 with MS clamp of 6mm X 50mm flat provided with M- 16 Hex bolt 75 mm long with nut and lock nut and plate washer for 16 bolts.

**Design & Construction:**

Body – Riveted type, basically rectangular shape and flat bottom adequately supported above the under frame and fulfilling design requirement.

- a) Outside length of drawbar to be at least 70 mm less than the length over the buffer.
- b) The projection of the buffer on each side of tub shall not be less than 25 mm and not greater than 135mm.
- c) The steelbase shall be at least one third on the length over the buffers and not less than 510mm. The other dimension of the body in relation to the rail gauge and wheel nuts shall be such as to maintain stability when running on the track.

**Construction:**

- a) All holes including rivet holes shall be drilled holes.
- b) The vertical and bottom corners shall be supported by 50X50X6mm angle iron and suitably riveted to the side and bottom plates of the tubs.
- c) One MS band of 50 X 10 mm flat should be provided at the top and one band of 50 X 10mm flat in the middle to tub and local corner bands 50 X10 mm at the bottom of 4 corners riveted to the side plates of tub.
- d) The body shall have the corners well rounded and levelled so that there shall not be sharp edges, shall be free from internal projections and there would be no sharp changes in section which should create a possible buildup of corrosive matter,

**Under Frame:**

- a) The under frame should be suitably braced to prevent twisting.
- b) The under frame should be riveted with the body by minimum of 4 nos. of rivets each in longitudinal turn over, each bracing to the under frame shall be riveted to the body of one rivet.
- c) Pedestal block stop shall be provided on the longitudinal members to resist shear on bolts subject to revised circular to be issued from DGMS. The drawbars should be riveted in between to bottom of tub and the under frame by 7 nos. through the cross member of the under frame.
- d) Steel faces should be provided at the end with buffers by welding 12 mm MS plate and should be suitably reinforced.

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**Drawbar and its attachments: (5 T Drawbar Pull)**

The drawbar should strictly conform to DGMS circular No.1 of 2002 amended up to date except for the length which shall be as per dimension specified in the drawing. The design of drawbars shall be of 5 Ton capacity (Lapped type) and dimension shall be as indicated in the drawing.

**D- Link and Pin:**

Materials and process of manufacturing and dimension must conform to latest DGMS circular. D- Link should be fitted to drawbar by pin, plain washer, std. Hex nut and split pin as per Drg. No. 301024 at both ends.

**Testing of Draw bar and D- Link:**

Tests as indicated in DGMS circulars as amended up to date shall be conducted. A record of each draw bar stating its identification number, date of use with the reference of the tubs to which it is fitted should be maintained in a bound page book as stipulated in the circular.

**Rivets:**

Rivets conform to IS 1929/1961 general purpose and rivet materials as per IS 1148/57 and IS 149/957.

**Marking:** Each components of the draw bar will bear following markings:

- a) Normalized or normalized and tempered component with (H. N.)
- b) Safe working load of the draw bar
- c) Name of manufacturer identification mark no.

**Name Plates:** Each tub will be provided with a nameplate of MS Plate of size 6 "X 4" X 1/8" thick and riveted or welded fitted at the center of the under frame i.e. channel with following details:-

- a) Name of manufacturer
- b) Year of manufacturing
- c) Capacity in term of tonnes of coal (cft)
- d) BCCL
- e) Size of the tub ( L X B X H )

**General Tolerance:** The tolerance on over all dimension unless specified should be +/- 5mm  
Draw bar and its attachment will conform to DGMS circular No. of 2002.

*Ark*

*William*

Annexure- 'A.3'

**DETAILED SPECIFICATIONS OF 'D' TYPE COUPLING**

'D' type coupling shall strictly comply the requirement of DGMS circular No. of 1986 of DGMS approved drawing.

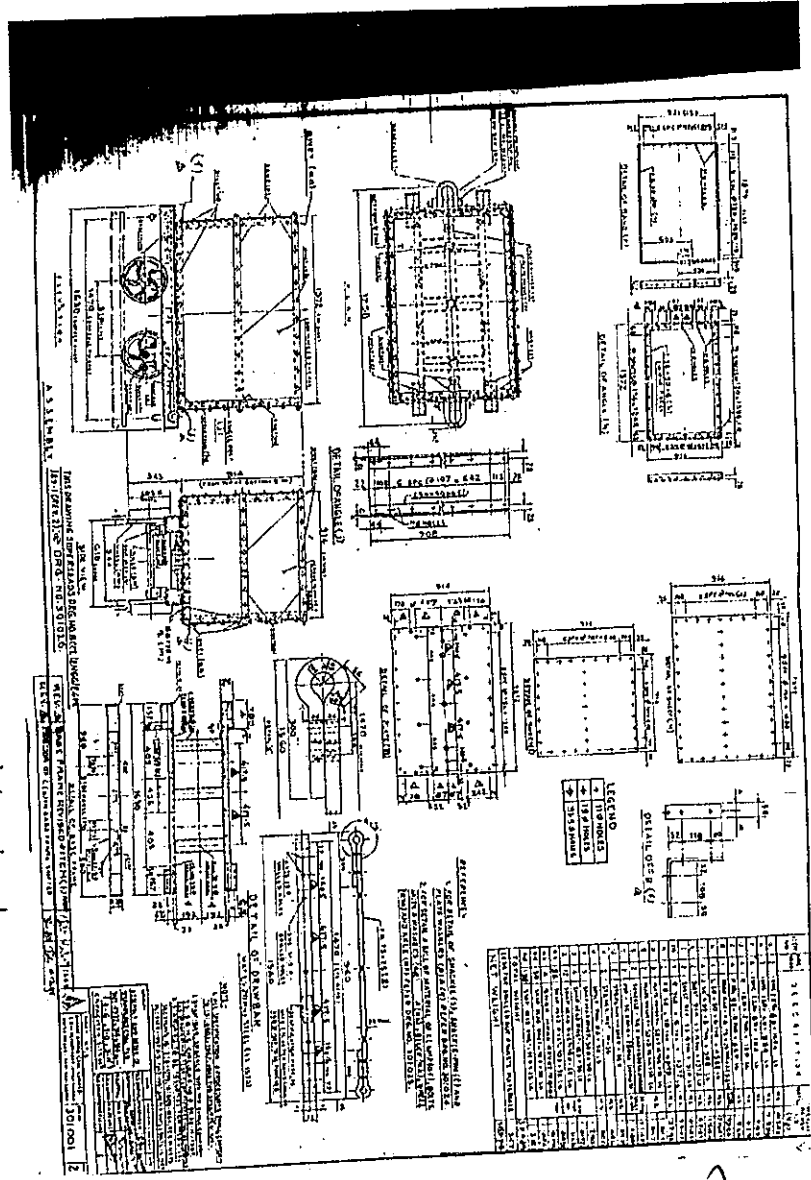
- a) Material of construction: As per clause No. 2 of DGMS circular.
- b) Manufacturing and workmanship: As per clause No. 3 of DGMS circular.
- c) Heat treatment of materials: As per clause No. 4 of the DGMS circular
- d) Marking: As per clause No. 5 of the DGMS circular.
- e) Testing: 10% of the coupling selected at random shall be tested for NDT & PLT at CIMFR, Dhanbad and TC to be submitted along with supply.
- f) For quality assurance, BCCL: may draw random samples from the new consignment and get it tested at any National test House for proof load and NDT and also for break load and chemical composition.
- g) Testing of D Link (100%): 10% at CIMFR, Dhanbad, and 90% at DGMS approved Test House as per approved guideline of DGMS and test certificate shall be submitted at the time of supply.

(Drawings if required may be obtained from the office of GM (E&M)/C or GM (MM), BCCL, Koyla Bhawan, Dhanbad)

*AMC*

*[Signature]*

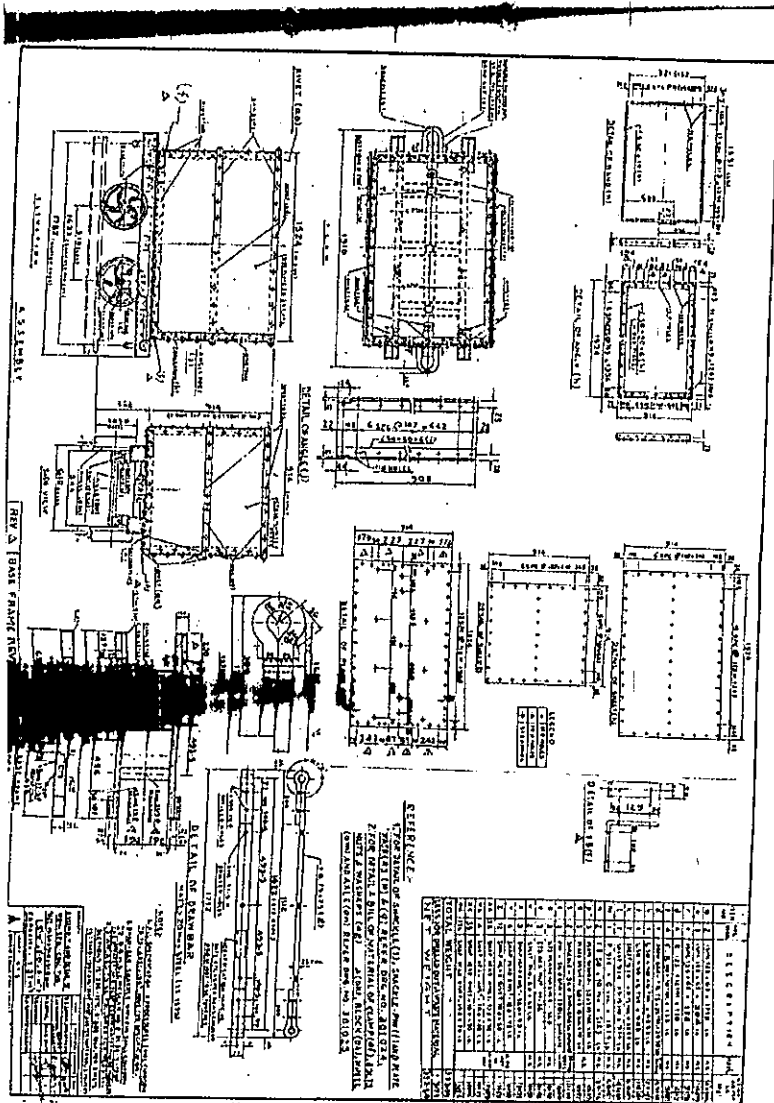




Size: 46" x 3' x 3'

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Size: 5' X 3' X 3'

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## PRE-DESPATCH INSPECTION CLAUSE

Pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated hereunder:

Pre-dispatch inspection shall be carried out by M/s. CMPDIL (the above firm) as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s.CMPDIL will be as follows:

Checking and approval of test procedures/quality assurance plans.

Verification of records and documents of your works.

Verification of documents and test certificate of bought out items and cross checks.

You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost.

Final testing and checking of materials as per specifications.

M/s.CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 1% of total consignment billing (plus statutory levis like service tax @15 % etc,as applicable on inspection fee) is to be paid to M/s. CMPDIL along with inspection call letter payable by DD which will be reimbursed subsequently by BCCL together with consignment billing.

Minimum 7 calendar days notice shall be given by the manufacturer to M/s. CMPDIL for arranging inspection within valid delivery period as per contract.

The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with the manufacturer inspite of clearance/acceptance by inspection authority i.e. M/s.CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.

The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s.CMPDIL.

Please send inspection call to M/s.CMPDIL, Ranchi/ their Regional. Office as per clause 7 & 8 above. Final inspection shall be arranged by the consignee after receipt of the material at our destination. The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier.

FOR AND ON BEHALF OF BCCL

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*[Handwritten Signature]*