



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.
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Ref. No. PUR/ 53/111083/Coal Tub/11-12/E-TDR/Jain Entrp/ 222

Dt. 22/12/2011

To,

M/S Jain Enterprises,
 Jain Bhawan,
 Katras Road, Dhanbad.

VENDER CODE : 305033
 1/13/M/A/024

Sub. : This office Tender No. :

PUR / 53/111083/Coal Tub/Cent./11-12/e-Tender/ 61

Opened on 30/08/11 (Off-line) 31/08/11 (on-line)

Ref: Your Offer No. : Nil Dt. 27/08/11 & subsequent correspondence on the above .

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 : COAL TUB COMPLETE WITH DRAW BAR AND D-SHACKLES

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

S.N	Description & Size	Qty. (Nos.)	Unit Basic Rate (Rs.)	Extended Value
	Coal Tub with draw bar & 'D' Shackles of Size			
1	Size 4'6''X3'x3'	86	30400.00	2614400.00
2	Size 5' X 3' X 3'	50	31947.00	1597350.00
a	Total			4211750.00
b	VAT @ 14 %			589645.00
c	Total Contractual Value			4801395.00
d	Inspection Charge @ 0.8%			38411.16
e	Service Charge @ 10.3% of d			3956.35
f	Total Financial Impact			4843762.51

- Other Technical details will be as per Annexure ' A', 'B' & 'C' enclosed
2. TOTAL ORDER VALUE : The total order value will be Rs. 48,43,762.51 (Rupees Forty Eight Lakh Forty Three Thousand Seven Hundred Sixty Two and Paise Fifty One) only on F.O.R. Destination basis .

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3. Excise Duty & CESS : Not Applicable in present case .If applicable , the same will be borne by you .
4. VAT : VAT will be paid as per rate applicable at the time of supply . Offered Rate 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 .
8. Road Permit : *Not applicable .*
9. Delivery Period : Supply to commence within 2 months from the date of receipt of order and to be completed within 8-10 months thereafter .

However, keeping in view of our extreme urgency, earliest delivery will be appreciated. Delivery Period will be reckoned from 10th 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	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 .

Bank Details :

Name of Bank : Syndicate Bank , Katras Road , Matkuria, Dhanbad
Account Style/Nature : Current Account
Account No. : 7450/101/152

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.

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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 Ancillary Unit of BCCL for coal tubs .

17. Inspection –

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 @ 0.80% of total F.O.R. Destination price with service Tax of 10.30%, is to be paid to M/s.CMPDIL alongwith 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 you 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 you 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 indicated 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.

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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.

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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' , 'B' & 'C'

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

(A.K. Choudhary)
Chief Manager (MM)

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date	Budget Certification no. & dt.
Indent No. BCCL/CGM(E&M)/F-C Indent /11-12/ 120 Dated 11 / 05 / 2011 I.R. No. 111083 (11-12) Dt. 14 / 07 / 11	BCCL/C&B/RE-11-12/160 Dt. 21/12/2011 for Rs. 7,41,32,722.85 only

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. MM(Tech Cell), MM Div,Koyla Bhawan.
5. Master File/Office Copy.
6. CGM(E&M) , M/S CMPDILtd. , Gondwana Palace , Kanke Road , Ranchi
7. GM(MM) ECL/CCL/MCL/NCL/SECL/WCL

Copy for kind information to IEM

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

Chief Manager (MM)

ANNEXURE ‘A ‘

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 tube should be completed 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-B. Shackles and pins should conform to Drg. No. 30024 and DGMS circular No.1 of 986 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 tube 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 completed 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 specification indicated in Annexure-B. 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 alongwith supply , without which the supply shall be rejected out rightly.
- 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-despectch 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 nameplates should be provided in the center at the under frame channel as per details given in Annexure- without which the tubs shall be summarily rejected.

ANNEXURE - ' B '

DETAIL TECHNICAL SPECIFICATION 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 25 mm X 65 mm channel for standard coal tubs, non std. Coal tube 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 6 mm X 50 mm 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 sheelbase 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 10 mm flat in the middle to tub and local corner bands 50 X10 mm at the bottom of 4 corner riveted to the side plates of tub.
- d) The body shall have the corners well rounded and leveled 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 build up 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.

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 upto 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 tones of coal (cft)
- d) BCCL
- e) Size of the tub (LXBXH)

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.

(Drawing if required may be obtained from the office of CGM(E&M) / GM(MM) , BCCL, Koylabhawan

ANNEXURE- C

DETAILED SPECIFICATION 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 alongwith 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 .