

Under jurisdiction of Dhanbad Court and  
Jharkhand High Court  
**Bharat Coking Coal Limited**  
A Mini Ratna Company  
(A Subsidiary of Coal India Limited- A  
Maharatna Company)  
Regt. Off: **Koyla Bhawan, Koyla Nagar**  
**Dhanbad-826005**  
CIN :U10101JH1972GOI000918



**Office of the General  
Manager,**  
**Materials Management  
Department,**  
**Level-III, Commercial Block,**  
**Koyla Bhawan, Dhanbad-**  
**826005**  
**Phone: 0326-2230181**  
**Fax No.: 0326-2230183**  
**Website: www.bcclweb.in**

**SUPPLY/PURCHASE ORDER UNDER JURISDICTION OF DHANBAD ONLY**

Ref No: BCCL/Pur/Magnetite Powder/STE/UCIL/18-19/11

Date: 12.05.2018

To,

BY SPEED POST & EMAIL

**M/s Uranium Corporation of India Ltd.**  
**Jadugoda Mines,**  
**Dist. Singhum East- 832102**  
**Jharkhand**  
**Fax No. 06572730322**

**Vendor Code- 1/04/M/P/013**

**GSTIN No- 20AAACU2207N1Z0**

**PAN no- AAACU2207N**

**Subject: - Supply of Magnetite Powder**

**Ref. Your e-mail dated 27.04.2018 & email/courier dated 02.05.2018**

Dear Sir,

With reference to the above, we for and on behalf of BCCL, hereby place Purchase Order on you for supply of Magnetite Powder, with the following Price and terms and conditions:-

S. N	Item Description	Qty	Basic Rate (Rs.)	Landed Ex Works value (Rs.)
1	Magnetite concentrate in powdered form containing 90% and above magnetite content ground to 90% (-) 300 mesh (BSS) in dry condition  HSN Code: 2617	3000 MT	7,000/MT	₹ 2,10,00,000.00
			Royalty@15% of basic price	₹ 31,50,000.00
			DMFT (30%) & NMET (2%) (Total 32% on Royalty)	₹ 10,08,000.00
			<b>Sub-total</b> (Basic+Roylty+DMFT+NMET)	₹ 2,51,58,000.00
			GST @ 5% (CGST @2.5% & SGST @2.5% each)	₹ 12,57,900.00
			<b>Total</b>	<b>₹ 2,64,15,900.00</b>

Total value is ₹ 2,64,15,900.00/- (Rupees Two Crore Sixty Four Lakhs Fifteen Thousand Nine Hundred only)

## Terms and Conditions:-

1. **Prices:** - The prices are Ex-works and firm. The transportation shall be arranged at the end of GM (Ws), Washery Division, BCCL.
2. **Royalty & DMFT/ NMET:** - Royalty shall be payable extra as applicable at the time of supply. The present rate is 15% of basic price. DMFT & NMET shall be payable extra as applicable at the time of supply. The present rate is 30% and 2% respectively of Royalty amount.
3. **GST:-** (a) GST shall be paid extra as legally applicable. Present rate is 5%.  
(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 fault of the supplier then the loss amount to be recovered from the supplier.  
(e) GST Registration Number of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply for West Bengal is 19AAACB7934M2Z7. Kindly note that the above mentioned IDs are provisional ID and when GST authority issues final registration certificate, the same shall be indicates. Your bills (cenvatable) should bear this number to enable BCCL to claim INPUT TAX CREDIT.
4. **Payment Terms:** - Advance payment towards material cost including duty and taxes shall be paid before arranging the lifting of the item by the consignee.  
For purpose of billing net weight as recorded in the weighment at the time of dispatch will be reduced by flat 10% and the payment shall be settled accordingly.
5. **Submission of Bills:** - For proper adjustment of advance paid to you, bill should be submitted by you in the first week of the month for the previous month. Bill as per GST Act/Rules should be submitted to the Paying Authority through the respective consignee. A copy of each bill should be sent to the Order Issuing Authority. The details of your Banker with Account No. etc. shall be mentioned in your Bill to facilitate e-payment.
6. **Delivery Schedule:** - Delivery shall be made in a phased manner to be co-ordinated by GM (Ws). However, you shall make efforts to deliver as per requirements of BCCL, to be informed by GM (Ws), BCCL.
7. **Collection of Bills and Dispatch of Materials:** - Material shall be collected by our authorized Transporters on their own Trucks from your Jaduguda Mines. For this purpose sufficient number of Transporter Trucks should be allowed to enter in your premises every day. You will also have to ensure availability of adequate stock at your loading point to avoid any return of empty trucks.
8. **Quantity on Weighment:** - For the purpose of billing net weight of each consignment as recorded at the end of supplier will be reduced by 10%.
9. **Loading at your works:** - Loading of materials at your works shall be arranged by our authorized transporters.
10. **Inspection:** - Final inspection shall be carried out at the consignee's end.

BCCL/Pur/Magnetite Powder/STE/UCIL/18-19/11 Dated: 12.05.2018

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11. **Consignee:** - Dugda, Moonidih, Sudamdih & Mohuda Coal Washery in Jharkhand.
12. **Paying Authority:** - AFM, Washery Division, BCCL, Saraidhela, Dhanbad.
13. **Security Deposit:** - Exempted as being PSU.

**14. Price Fall Clause:-**

- a) The prices charged for the stores supplied under the contract by you shall in no event exceed the lowest price at which you offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.
- b) If at any time during the said period you offer sale price of such stores to any other organization at a price lower than the price chargeable under the contract, you shall forthwith notify such reduction or sale to the consignee concerned under intimation to the order issuing office 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 will not, however apply to exports by the supplier.

**15. Force Majeure Clause:-**

If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/ supply order as a result of out-break of hostilities, declaration of an embargo/ curfew or blockade or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:

- a) The successful bidder will, in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authority, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting out of Force Majeure, BCCL will reserve the right to cancel the contract and provisions governing termination of contract, as stated in the bid documents will apply.
- b) For delays arising out of Force Majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

**16. Deductions in case of deficiency in the quality of materials: -**

- a. No deduction will be applicable in case of difference in weightment/quantity between M/s UCIL and the consignee's weighbridge.
- b. Following deduction shall be applicable in case of deficiency in quality:
  - i. If the material received at washery is found to be discrepant, the discrepant consignment shall be kept apart and BCCL, shall communicate their analysis result to M/s UCIL within 7 (seven) days from the date of receipt of consignment. On receipt of discrepancy report, M/s UCIL shall depute their representative within another 7 (seven) days for joint sampling and joint analysis at our washery.
  - ii. If the joint analysis report shows the percentage of magnetic contents & percentage of the (-) 300 mesh fraction to be 88% or above, it would be construed that the consignment is of acceptable quality.



- iii. If the joint analysis report shows either the magnetic content or the (-) 300 mesh fraction or both to be below 88%, then deductions as under shall be applicable.  
Below 88% and up to 85% - Rs 5 per MT  
Below 85% and up to 80% - Rs 15 per MT  
If the discrepancy in magnetic content and size fall in two different penalty ranges, then the higher penalty rate will be applicable.

The deductions shall be after duties and taxes in the invoice.


- c. The consignment having either magnetic content or (-) 300 mesh particles less than 80% will not be accepted.

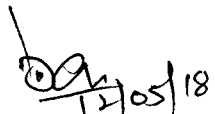
**17. Jurisdiction of Court: - Ghatshila, Dist. Sighbhum, Jharkhand.**

**The other terms and conditions will remain as per earlier Order No. BCCL/Pur/Magnetite Powder/STE/UCIL/17-18/41 dated 28.09.2017.**

This issues with approval of competent authority.

Yours faithfully,  
For and on behalf of  
Bharat Coking Coal Limited

  
(Sonu Gupta)  
Dy.Mgr. (MM)

  
(N.S. Saini)  
GM (MM)

**INDENT REFERENCE**

Indent No. and Date		Budget Certification/FC No. & date
No.	Nil	<b>1. EBC No. Details</b>
31.02.2018	dated	i. 230 dated 08.05.2018 for FY 18-19 for Rs 2,64,15,900.00/- under the Head Magnetite for Washery Division.
		<b>2. EFC No. Details</b>
		ii. 113 dated 08.05.2018 for FY 18-19 for Rs 2,64,15,900.00/- under the Head Magnetite for Washery Division.

**Copy to:**

1. GM (Ws)
2. GM, WWZ /EWZ
3. HOD (F), MM, Koyla Bhawan.
4. AFM, Washery Division, Saraidhela
5. Project Officer, Dugda, Moonidih, Sudamdih & Mohuda Coal Washery.
6. Depot Officer, Dugda, Moonidih, Sudamdih & Mohuda Coal Washery
7. Area Finance Manager, Dugda, Moonidih, Sudamdih & Mohuda Coal Washery
8. MM (Tech Cell), MM Div, Koyla Bhawan. For uploading P.O. as per extant practice
9. Master File/Office Copy.