S.O. ref No:- BCCL/PUR/117120 117157 117051/Flange/ OTE/18-19/177

### 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,
वैबसाइट:www.bcclweb.in



#### BHARAT COKING COAL LIMITED

Date: 29.03.2019

( 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

Ref. No. BCCL/PUR/117120 117157 117051/Flange/OTE/18-19/177

To,

# M/s Arun Smithy Shop

24/1, Munsi Noor Mohammed Lane,

Howra-711101, Mobile No.9830419360

Email: arunsmithy@yahoo.in

## ORIGINAL BY REGD. POST/BY E-MAIL

Date: 29.03.2019

GSTIN No. 19AEVPM4662B1Z5 Vendor Code: 1/12/M/T/076

PAN: AEVPM4662B Vendor Category: MSME

# Sub. : Supply of Flanges of dia 250mm & 150mm

Ref: 1.Our Tender no: BCCL/PUR/117120 117157 117051/Flange/18-19/OTE/09 dtd 30.05.18

2. Tender Id: 2018\_BCCL\_104277\_1 opened on 22.06.18

3. Your online offer against above tender vide bid ld no. 307915 dtd 19.06.18 & subsequent Correspondence on the above subject.

Dear Sir,

With reference to the above, we , for and on behalf of BCCL , hereby place <u>PURCHASE ORDER</u> on you for supply of following items as per rate , terms and conditions indicated below :

### 1.Scope for Supply: Flanges of dia 250mm & 150mm

SI	Item Description	Quantity (In Nos)	Unit Basic Rate (In Rs)	Total Landed value (In Rs)
1	Flange of dia 250mm as per Table-5 of IS 6392/71	1100	924.14	10,16,554.00
2	Flange of dia 250mm as per Table-7 of IS 6392/71	550	575.26	3,16,393.00
	Sub Total			13,32,947.00
	GST @ 18 % [IGST]			2,39,930.46
		15,72,877.46		
	CMPI charges @ 1 %			15,728.77
	GST @ 18 % on CMPDI charges			2,831.18
	Total Value			15,91,437.41
	Total Landed Rate on FOR Basis [Round Off]			15,91,437.00

[Detailed technical specification will be as per Annexure-'A']

2. <u>TOTAL ORDER VALUE</u>: The total material value will be Rs 15,91,437.00 (Rupees Fifteen Lakh Ninety One two thousand Four Hundred thirty seven only) on F.O.R. Destination basis.

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## 3. **GST**:

a) GST shall be paid extra as legally applicable during the scheduled delivery period. Presently applicable GST rate is 18% [IGST] as above.

Date: 29.03.2019

- 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 your fault then the loss amount to be recovered from you.
- e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
- f) E-Way bill, if required, shall be arranged by you.
- g) HSN codes and GST rates of the items covered in the above supply order placed will be as under:

SI no.	Item	HSN code	GST rate	
1	Flange	73079100	18% [IGST]	

h) Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	M/s Arun Smithy Shop
2	Constitution of Business	Proprietorship
3	Trade Type (Manufacturer/Dealer/Service Provider)	Manufacturer
4	PAN	AEVPM4662B
6	GSTIN	19AEVPM4662B1Z5

- **4.** <u>Input Tax Credit:</u> 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 as GST act.
- 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: Not required and if required it will be arranged by you.
- **8. Delivery Period:** Supply should be completed within 45 days.

Delivery period will be reckoned from 10<sup>th</sup> day from the date of placement of order and the 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 beyond delivery period will be to your account).

9. a)Consignee & Paying Authority: Consignee & Paying Authority for this order will be as under:

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

**b)** Allocation: Area wise allocation of above ordered quantity as per respective approved scheme will be as under:

SI	D 100	Qty of Barora Area	Qty of Sijua Area	Total
no	Description	(In nos.)	(In nos)	(In nos)
1	Flange (dia-250mm)	250	850	1100
2	Flange (dia 150 mm)	550	Nil	550

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- **10.** <u>Payment Term</u>: 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.** <u>Submission of Bill</u>: 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,, 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).

<u>NB</u>: all documents to be submitted shall be authenticated. No payment will be made without submission of performance Bank Guarantee & 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 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.
- **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.** <u>Security Deposit</u>: - You are required to deposit 10 % of value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) as security money 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 at Appendix-I) issued by the Bank on your behalf 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 OR 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.** <u>Inspection</u> — Pre-dispatch Inspection shall be carried out by CMPDIL, Ranchi at your Works premises. Inspection Fees @1% on FOR destination price and GST @18% on inspection charges shall be paid initially by you along with your Inspection Call, which shall be subsequently reimbursed by BCCL along with your supply bills against documentary evidence e.g. money receipt etc. The material shall also be subject to pre dispatch

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Date: 29.03.2019

inspection by CMPDIL as per details indicated in Appendix II. However, Final Inspection shall be carried out at the consignee end after receipt of materials by the GM (E&M)I/C, BCCL or their authorized representative.

Date: 29.03.2019

- 16. Packing Consignment shall be supplied in suitable standard proper packing as per NIT.
- **17.** <u>Transit Insurance</u> Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

## 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 is 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.

### 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 and as confirmed in your techno-commercially acceptable offer & as per company norms.

ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

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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.

Enclosure:-1. Annexure-"A" (Technical Specifications & Parameters)

- 2. Appendix-I (SD Format)
- 3. Appendix-II (Pre Dispatch Inspection clause)

## **INDENT & BUDGET CERTIFICATION REFERENCE**

Indent no. and Date	Budget Certification no. & dt.
1.Barora Area indent no. GM/AR-I/AM(E&M)P&M/381/2016 dated 21.06.2016 & GM/AR-1/AM(E&M)/P&M/2016 dtd 30.05.16 2. Sijua Area Indent no. BCCL/GM(E&M)/17-18/01 dated 14.11.2017 IR No. 117120 dtd 22.11.17 , 117157 dtd 13.12.17 & 117051 dtd 09.09.17	BC No BCCL/C&B/CAP/Reg. PN-09/SN-95/eBC No.1377 dtd. 13.03.19 for Rs 15,91,497.00 ,Head: P &M (Others) New Job, File Org Authority:-GM(MM)Hq ,UNIT VODE:-2200. e.F.C.No.948 dtd 27.03.19 for Rs 15,91,497.00

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

(Alok Kumar)
Dy Mgr (MM)

(N S Saini) GM(MM)

Date: 29.03.2019

(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 /AM (E&M), Barora /Sijua Area ,BCCL
- 4. GM(E&M)I/C, E&M Deptt, Koyla Bhawan
- 5. MM(Tech Cell), MM Div, Koyla Bhawan.
- 6. Master File/Office Copy.
- 7. GM(MM) CCL/NCL/WCL/SECL/ECL
- 8. Shri Pramod Deepak Sudhakar, IAS (Retd.) ,Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301
- 9. Shri Aditya Prakash Mishra IRSE (Retd.) , Address: Flat No.-24, Aster-1 , Vatika City, Sohna Road, Sector-49 , Gurgaon-122003
- 10. GM (E&M) Inspection, CMPDIL, Gondowana Place, Kanke Road, Ranchi-834008, Jharkhand. Ph: 0651-2792298; Fax No: 0651-2230127

# ANNEXURE-'A' TECHNICAL REQUIREMENT AND SPECIFICATIONS (A) SCHEDULE OF REQUIREMENT:

SI	ITEM DESCRIPTION	Quantity
	Supply of Flange of dia 250 mm or 10" dia	1100 nos
	Supply of Flange of dia 150 mm or 6" dia	550 nos

Date: 29.03.2019

## (B) Technical Specifications & Other Parameters:

# (B) 1. Technical Specifications & Other Parameters of Flange of dia 250 mm or 10" ( i.e.Item sl no.1)

Steel Pipe Flanges conforming to IS: 6392/71 (with latest amendment), ISI marked, suitable for 250 mm pipe. The flanges will be as per Table – 5 of IS: 6392/71.

The bidder must submit currently valid BIS license for IS: 6392/71 (with latest amendment) indicating sizes of the flanges covered along with the consignment.

# 2. Technical Specifications & Other Parameters of Flange of dia 150 mm or 6" (i.e.Item sl no.2)

Mild Steel pipe Flanges conforming to IS: 6392/71 (with latest amendment) as per Table -7 (Slip -on boss flanges for welding) ISI marked. The materials for flanges will be as per IS:2004 (Class-2). Size – 150 mm.

Bidder must submit currently valid BIS License for IS: 6392/71 (with latest amendment) indicating sizes of the flanges covered along with the consignment.

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# APPENDIX -I FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd. Koyla Bhawan Koyla Nagar

Koyla Nagar				
<u>Dhanbad</u> – 826005				
In consideration of M/s Purchaser" (which expreterms and condition of C	Bharat Coking Coal Ltd. having assion shall unless repugnant to the contract No	e subject or context inclu	hereinafter called the sit to be made by the supplimater referred to as the safied that Purchaser from times and expenses caused to or opplier or any of the terms and mand and without demur to the Purchaser on the Bank shall expanded by the supplimation of the same and any of the terms and the payment on the ground that ing is pending between the same and amount not exceeding Romained shall come into footime under this Guarantee is the same and conditions of the terms and conditions of the terms and conditions of the same and conditions of the same and conditions of the same and conditions of the terms and conditions of the terms and conditions of the terms and conditions of the same and	gns) having agreed under the Company having its office at a "said Contract" to accept a er for their due fulfillment of id Bank having its office at the totime the extent of Rs. suffered by or that may be deconditions contained in the the extent aforesaid. It be conclusive as regards the tothe extent aforesaid. It be conclusive as regards the tothe supplier has disputed its a Purchaser and the Supplier s
The Pank has under its	constitution nowar to give this Co	parantae and Mr	Managar who has signed	lit on bahalf of the Bank has
	constitution power, to give this Gu	faramee and Mr	Manager who has signed	it on behalf of the bank has
authority to do so.		1.00	Cal D. I. al C. II.	
[ In case the BGs a	the will not be discharged due to the re from outstation branch of Dhan of the said branch at Dhanbad/Ko	bad then BG shall be end		
Name of the Bank				
Name of the Branch				
Location & Address				
The Bank guarantee	shall be subject to the jurisdiction sissued by the Bank on behalf of the ructural Financial Messaging System	he supplier in favour of B	harat Coking Coal Limited,	
Name of Bank Branch name A/C no. IFSC Code	State Bank of India Main Branch Dhanbad 35160317947 SB1N0000066	OR	Name of Bank Branch name A/C no. IFSC Code	ICICI Bank ICICI Bank, Dhanbad 019605001057 ICIC0000196
Datedda For E			Signature of the a For and on beh Emp. C	
	Har			

Page **7** of **10** 

### APPENDIX -II

Date: 29.03.2019

### 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 GST etc,as applicable on inspection fee) is to be paid to M/s.CMPDIL along with inspection call letter payable by SBI Collect as per enclosed appendix-II(a) 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 appendix-II(b). 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 or 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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### Appendix-II(a)

The manufacturer/firm, intending to submit the Pre-Dispatch Inspection (PDI) Fees online through SB collect has to follow the following steps:-

- i. Visit CMPDI site (www.cmpdi.co.in).
- ii. Click on the link of State Bank Collect to pay Inspection Fee
- iii. Click the acceptance of terms & conditions and then click the proceed button.
- **iv.** Next page will open. Here you select the state as *Jharkhand* and then select the type of institution as *PSU-Public Sector Undertaking*, then press *go* button.
- **v**, Next page will open requesting to you select PSU name, here you select *CMPDI Ltd.* & then press the submit button.
- vi. Next page will open, requesting to select the payment category. Here you select "INSPECTIONN FEES".
- vii. Automatically you will be transferred to next page requesting to you to provide details of payment. Here you are required to fill the data as requested in each row including the remarks.
- **viii.** After filling all the required data, press the *submit* button, you will be transferred to next page, which will request to verify the details and confirm the details. Press *confirm* button if entry made are correct otherwise press cancel If you press Confirm then you will be transferred to next page where payment option will appear.
- ix. On this page you will find the various modes of e-payment of different banks i.e. net-banking, debit card, credit card etc.
- **x.** At this page you are requested to make the payment by selecting the appropriate mode of payments offered by different banks as per your choice.
- **xi.** After making the payment please take out the prints of e-receipt which should subsequently be submitted to us as a proof of payment made to CMPDI along with inspection call letter.
- Xii. The inspection call is required to be submitted online on the email id gmenm.cmpdi@coalindia.in, with a copy to paresh.saxena@coalindia.in in in the following manner:
  - a) A Covering letter on your letter head giving the details of inspection.
  - b) Inspection call duly stamped and signed, addressed to GM (E&M) CMPDI in the required format on your letter head.
  - c) Copy of e-money receipt for the PDT Fee deposited online.
  - d) Copy of the respective complete supplied order against which inspection call is raised. All the above four documents are to be submitted in separate POF files.

Xiii. Simultaneously a copy of e-money receipt for the POI Fee deposited online must be mailed on the email id: <a href="mailto:hqfinance@yahoo.com">hqfinance@yahoo.com</a>, with a copy to <a href="mailto:Sandeep.aru@coalindia.in">Sandeep.aru@coalindia.in</a>

**Note:** - The facility for submission of POI Fee on State Bank Collect will be available from 1<sup>st</sup> to 28th of every month.

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Date: 29.03.2019

# Appendix-II (b)

Date: 29.03.2019

To

The General Manager (E&M), CMPDI Ltd. Gondwana Place, Kanke Road Ranchi 834031 (Ph 0651-2230876, Fax 0651-2230127)

# INSPECTION CALL (to be typed in Company's Letter Head)

Inspection Call Ref No. & Date:		
P.O. No./R.C. No./Amendment/etc.:  Date:		
Status of supply order: Running Order/ New Order:  (Please tick the appropriate one.)		
Brief Description of Material:		
Value of Offered material: Basic Value: Consignment Value (Inclusive of all Taxes, Packaging & forwarding charges, Transit Insurance, Freight etc.		
Details of e-receipt payment generated after paying the inspection Fee on SB collect:  1. e-receipt no.: 2. Date: 3. Amount in Rs.		

### Note:

- 1. Inspection fee and GST charges is being sent on email id: <a href="mailto:gmenm.cmpdi@coalindia.in">gmenm.cmpdi@coalindia.in</a>, with a copy to <a href="mailto:paresh.saxena@coalindia.in">paresh.saxena@coalindia.in</a>
- 2. Copy of Purchase order to be enclosed with inspection call.

Signature with seal

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