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.bccl.gov.in**

SUPPLY/PURCHASE ORDER | UNDER JURISDICTION OF DHANBAD ONLY

Ref No: BCCL/Pur/Magnetite Powder/STE/UCIL/14-15/207 Date: 05.01.2015

To,
M/s Uranium Corporation of India Ltd.
Jadugoda Mines,
Dist. Singbhum East- 832102
Jharkhand
Fax No. 06572730322
(Vendor Code- S21001)

BY REGD.POST / SPEED POST

Subject: - Supply of Magnetite Powder
Ref. Your letter No. COSP/MAG/VOL-26 dated 21.11.2014 (through e-mail)

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	2000 MT (200 MT for Bhojudih Washery situated in W.B. and balance 1800 MT for other washeries in Jharkhand)	9180/MT	1,83,60,000.00
			Royalty@10% of basic price	18,36,000.00
			ED & Cess thereon @10.30%	20,80,188.00
			CST @ 2% for 200 MT	44,552.38
			JVAT @ 5% for 1800 MT	10,02,428.46
			Total	**2,33,23,168.84 ~ 2,33,23,169/-**
2	Material Code	00000070098		

Total value is - **2,33,23,169/- (Rupees Two Crore Thirty Three Lakhs Twenty Three Thousand One Hundred and Sixty Nine only)**

Terms and Conditions:-

1. **Prices:** - The prices are Ex-works and firm. The transportation shall be arranged at the end of CGM (Ws), Washery Division, BCCL.

2. **Royalty:** - It shall be payable extra as applicable at the time of supply. The present rate is 10% of basic price.
3. **ED & Cess thereon:** - shall be payable extra as applicable at the time of supply. The present rate is 10.3%.

4. **VAT & CST:** - It shall be payable extra as applicable at the time of supply. The present rate is 5% and 2% respectively.

5. **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.

6. **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 in triplicate 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.

7. **Delivery Schedule:** - Delivery shall be made in a phased manner to be co-ordinated by CGM (Ws). However, you shall make efforts to deliver as per requirements of BCCL, to be informed by CGM (Wsy), BCCL.

8. **Collection of Bills and Dispatch of Materials:** - Material shall be collected by our authorized Transporters on their own Trucks from 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.

9. **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%.

10. **Loading at your works:** - Loading of materials at your works shall be arranged by our authorized transporters.

11. **Inspection:** - Final inspection shall be carried out at the consignee's end.

12. **Consignee:-**
    i. Project Officer Dugda Coal Washery- 500 MT
    ii. Project Officer Mohuda Coal Washery- 300 MT
    iii. Project Officer Moonidih Coal Washery- 600MT
    iv. Project Officer Sudamdih Coal Washery- 400MT
    v. Project Officer Bhojudih Coal Washery- 200MT

13. **Paying Authority:** - AFM, Washery Division, BCCL, Saraidhela, Dhanbad.

14. **Security Deposit:** - Exempted as being PSU.

05/01/15

15. **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.

16. **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.

17 **Deductions in case of deficiency in the quality of materials:** -

a. No deduction will be applicable in case of difference in weighment/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.

20/01/11

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

18. **Jurisdiction of Court: - Ghatshila, Dist. Sigbhum, Jharkhand.**

The other terms and conditions will remain as per earlier Order No. BCCL/Pur/Magnetite Powder/STE/UCIL/14-15/**160** dated 17.11.2014.

We are enclosing two copies of the Purchase Order one of which should be returned to us duly stamped and signed as a taken of acknowledgement and acceptance to this order within 15 days of the issue of this order or otherwise it shall be construed that you have accepted this order.

Yours faithfully
For and on behalf of Bharat Coking Coal Ltd.

05.01.15
(S. Ahmad)
(AM) (MM)

05/01/15
(U. Kumar)
GM (MM) S&P

INDENT REFERENCE

Indent No. and Date	Budget Certification/FC No. & date
No. Nil dated 03.08.12	**1. EBC No. Details** i. 356 dated 05.01.2015 for F/Y 14-15 for Rs 58,47,992.00/- under the Head Magnetite for Dugda Coal Washery. ii. 329 dated 05.01.2015 for F/Y 14-15 for Rs 70,17,169.00/- under the Head Magnetite for Moonidih Coal Washery. iii. 289 dated 05.01.2015 for F/Y 14-15 for Rs 35,08,000.00/- under the Head Magnetite for Mohuda Coal Washery. iv. 523 dated 05.01.2015 for F/Y 14-15 for Rs 22,72,007.00/- under the Head Magnetite for Bhojudih Coal Washery. v. 300 dated 05.01.2015 for F/Y 14-15 for Rs 46,78,000.00/- under the Head Magnetite for Sudamdih Coal Washery. **2. EFC No. Details** i. 250 dated 05.01.2015 for F/Y 14-15 for Rs 58,47,992.00/- under the Head Magnetite for Dugda Coal Washery. ii. 189 dated 05.01.2015 for F/Y 14-15 for Rs 70,17,169.00/- under the Head Magnetite for Moonidih Coal Washery. iii. 151 dated 05.01.2015 for F/Y 14-15 for Rs 35,08,000.00/- under the Head Magnetite for Mohuda Coal Washery. iv. 350 dated 05.01.2015 for F/Y 14-15 for Rs 22,72,007.00/- under the Head Magnetite for Bhojudih Coal Washery. v. 190 dated 05.01.2015 for F/Y 14-15 for Rs 46,78,000.00/- under the Head Magnetite for Sudamdih Coal Washery.

This order issues with the approval of BCCL Board (312th Board Meeting held on 13.12.2014, Dhanbad).

Copy to:

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

05/01/15