

<b>भारत कोकिंग कोल लिमिटेड</b> एक मिनीरत्न कंपनी (कोल इंडिया लिमिटेड का एक अंग) सामग्री प्रबंधन विभाग कोयला भवन, कोयला नगर धनबाद-826 005 सी.आइ.एन.यू.10101जे.एच.1972जी.ओ.1000918		<b>Bharat Coking Coal Limited</b> A Miniratna Company (A Subsidiary of Coal India Limited) Material Management Department Koyla Bhawan, Koyla Nagar Dhanbad- 826 005 C.I.N: U10101 J.H.1972 G.O.1000918
<b>SUPPLY / PURCHASE ORDER</b>		

Ref no: BCCL/PUR/519002/Electrodes/MB/19-20/22

Date: 05.06.2019

**BY REGISTERED POST**

To,  
M/s. USHA WELDS LIMITED,  
102, 1st Floor, Deo Sidhi Plaza,  
Kankarbagh Main Road,  
Patna – 800020.  
Contact Person: Mr Devidas Joardar  
Contact No: 09433544858; 09334111261  
e-mail Id: ushaarc89@gmail.com

**Category: Manufacturer - NSIC**  
**(Old Vendor Code: 805809)**  
**(New Vendor Code: 1/13/M/T/069)**  
**GSTIN: 10AAACU3464D1ZX**

Sub: Supply of MS. Electrodes of different sizes.

Ref: BCCL Rate Contract No: BCCL/PUR/KOL/72/MS ELECTRODES/RC/2016/106  
dated 12.7.2016 and GST Amendment letter ref no: BCCL/PUR/KOL/72/MS  
ELECTRODES/RC/2016/106A/2002-37 dated 13.10.2017

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place Purchase Order on you for supply of following item as per rate, terms and conditions indicated below:

## 1. SCOPE OF SUPPLY:

Sl	Item Description	Unit Basic Rate (In Rs)	Quantity (In Pcs)	Total Value (In Rs)
	MS. Electrodes conforming to IS: 814/1991 as per specification with ISI Marked, in the following sizes: Brand- " USHA-ARC "(U-19). HSN Code: 83111000			
1	M S Electrode 4.00mm x 450mm size (Material code: 94081010034)	3.14	350000	1099000.00
2	M S Electrode 5.00mm x 450mm size (Material code: 94081010022)	4.38	7000	30660.00
	Sub Total			1129660.00
	GST @ 18 % (IGST)			203338.80
	Sub Total			1332998.80
	CMPDI Pre-despatch inspection charges @ 1 %			13330.00
	GST @ 18 % on CMPDI charges			2399.39
	Total (In Rs)			1348728.19
	Rounded off (In Rs)			<b>1348728.00</b>

(Total Landed Value: Thirteen lakh forty eight thousand seven hundred twenty eight rupees only)






**TERMS & CONDITIONS:**

1. **Payment Terms:** 100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later by the consignee.

2. **Prices:** FIRM and FOR destination basis except Govt. taxes & duties which shall be paid extra as applicable at the time of dispatch subject to documentary evidence, within the specified delivery period.

3. **GST:-** (a) GST shall be paid extra as legally applicable. Present rate is 18% (IGST).

(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. **DELIVERY SCHEDULE:** - 40% quantity (in assorted size) to be supplied within 2(Two) months or earlier from the date of receipt of supply order. Next 60% to be supplied within next 2 months (in assorted size). Delivery schedule shall be reckoned from the 10TH day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery. Any increase in the rate of taxes & duties beyond delivery period will be to your account.

5. **Security Money:** -Exempted as you are registered with NSIC. Copy of valid NSIC registration copy duly notarized is to be submitted with your bills otherwise security deposit shall be obtained from you.

6. **Inspection** – Pre-despatch 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. Final inspection shall be carried out at the consignee end after receipt of materials.

7. **Transit Insurance** – Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

**8. 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 the purchaser.

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 successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has 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 the successful tenderer on the account and at the risk of the defaulting supplier 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 the risk and cost of the defaulting supplier 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 the supplier, 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 to the successful tenderer 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, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

#### 9. 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 Bhavan, 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.

10. **Submission of Bills-** 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 delivery challan in original, Consignee note (if any), packing list if any, Guarantee/ Warranty certificate, Notarized Copy of valid BIS license, Notarized Copy of valid NSIC certificate, Price Certificate, Copy of Inspection Note of CMPDIL and other relevant documents, as per order/Rate Contract.

**NB:** all documents to be submitted shall be authenticated.

11. **Guarantee /Warranty** – Materials supplied should be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of material 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 30 days free of cost.

12. **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.”

#### 13. Packing -

Sl. No.	Description & Size	No. of Packet Per box	Pieces per Pkt.	Pieces per Box
01.	MS.Electrode4.00mmx450mm	12	60	720
02.	MS.Electrode5.00mmx450mm	12	40	480

Remaining quantity in fractions may be supplied in packet and the quantity should be indicated on the cover of the packets.



**14. Force Majeure Clauses –**

If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or 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 is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract/ Supply Order, the Contract/Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.

a) The successful bidder will advise, 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 authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession 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 delay arising out of Force majeure, the bidder will not claim the 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 cost provided it is mutually established that the force majeure conditions did actually exist.

c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

**15. Consignee –** Depot Officer, Ekra Central Stores. P.O: - Bansjora, BCCL, Dhanbad-828101, Jharkhand, India.

**16. Paying Authority-** HOD(F)MM, BCCL. Koyla Bhawan, Dhanbad.

**17. Place of Despatch:** Patna, Bihar

**18.** E-Way bill, if required, shall be arranged by you.

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

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR RATE CONTRACT.

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase Order, one of which should be returned to us duly stamped and signed. This issues with the approval of the Competent Authority.

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

  
(Rohit Kumar)  
AM(MM)

  
(R. K. Mishra)  
CM (MM)

**INDENT REFERENCE:**

Sr.No	Indent no. and Date	BC & FC no. & dt.	Indenting Authority
1	MB/06/19-20 dated. 11.04.2019. IR No: 519002 dtd. 04.05.2019	BC No: BCCL/HQ/PURFIN/Store Budget/ Rev.Bud/19-20/other Stores (U/G)/09 dated 21.05.2019. e-BC no: 68 dated 21.05.2019 FC No: BCCL/PURFIN/FC/07 dated 01.06.2019. e-FC no: 60 dated 01.06.2019 for Rs. 13,48,728.00	GM(MM), BCCL Dhanbad.

Copy to:

1. GM (MM), BCCL, Koyla Bhavan, Dhanbad.
2. GM (E&M) I/c, BCCL, Koyla Bhavan, Dhanbad.
3. HOD(F)MM, BCCL. Koyla Bhavan, Dhanbad.
4. Depot Officer, Ekra Central Stores. P.O: - Bansjora, BCCL, Dhanbad-828101
- ✓ 5. MM (Tech Cell), MM Div, Koyla Bhavan. Dhanbad.
6. GM (E&M) Inspection, CMPDIL, Gondwana Place, Kanke Road, Ranchi-834008, Jharkhand.
7. Master File/Office Copy.






### Appendix- I (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](http://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 "*INSPECTION 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](mailto:gmenm.cmpdi@coalindia.in), with a copy to [paresh.saxena@coalindia.in](mailto:paresh.saxena@coalindia.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 PDI 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 PDF files.

**xiii.** Simultaneously a copy of e-money receipt for the PDI Fee deposited online must be mailed on the email id: [hqfinance@yahoo.com](mailto:hqfinance@yahoo.com), with a copy to [Sandeep.aru@coalindia.in](mailto:Sandeep.aru@coalindia.in)

**Note:** - The facility for submission of PDI Fee on State Bank Collect will be available from 1<sup>st</sup> to 25<sup>th</sup> of every month.



ANNEXURE-'I'

**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 here under:

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 levies 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- I(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-I (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 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





**Appendix-I (b)**

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)

Name of Subsidiary Company of CIL	Inspection Call Ref No. & Date:
Manufacturer's Name with Address & Tel/Mobile phone No.:	P.O. No./R.C. No./Amendment/etc.: Date
Contact Person Details: • Tel. /Mobile Phone No.: • email id:	Status of supply order: Running Order/ New Order:  (Please tick the appropriate one.)
Place of Inspection:	Brief Description of Material :
Qty. of Offered Material:	Value of Offered material: Basic Value: Consignment Value:  (Including of all Taxes, packing & forwarding charges, Transit insurance, Freight etc.)
Date of readiness of Material: Proposed date of Inspection:	
1) Inspection Fee @1% of Consignment Value : Rs.....	Details of e-receipt payment generated after paying the inspection Fee on SB collect:
2) GST as applicable on the date of submission of PDI Fee: <b>Total (1+2):</b>	1. e-receipt no.: ..... 2. Date: ..... 3. Amount in
<p>Note:</p> <ol style="list-style-type: none"> <li>Inspection fee and service 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></li> <li>Copy of Purchase order to be enclosed with inspection call.</li> </ol>	

Signature with seal


