

Under jurisdiction of Dhanbad Court and Jharkhand High Court

Bharat Coking Coal Limited

A Mini Ratna Company
(A Subsidiary of Coal India Limited)
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

Date: 31.10.2017

Fax No.: 0326-2230183 Website: <u>www.bcclweb.in</u>

SUPPLY ORDER

Original By Regd. Post/By Email

Ref: BCCL/Pur/117038/MS (B&N)/RC/472/MB(2017-18)/56

Date: 31.10.2017

To

M/s Royal Balaji Engineering Pvt Ltd

Vendor Category: Manufacturer (NSIC)

153/2B ,A.P.C. Road, Kolkata-700006

PAN: AAECR3882L

Email: rbe2010@@gmail.com,

GSTIN: 19AAECR3882L1ZR

Mobile No.9903823390/9903976519

Sub: <u>Supply of M S Bolts & Nuts of Different sizes against our Rate Contract No. BCCL/PUR/KOL/72/MS(B&N)/RC/2015/472 dtd 15.12.15 concluded with you.</u>

Ref: Your letter no. RBE/BCCL/10/2017-10 dtd 12.10.17 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: Supply of M S Bolts & Nuts of Different sizes.

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

Hexagonal Bolts with Hexagonal Nuts confirming to IS: 1363 (With latest amendment) with ISI marked. Product grade C having mechanical property class for Bolt as 4.6 and for Nuts as 5. Tolerance will confirm to IS; 1367(Part-2)/2002

SI	Material Code	Item Description	Unit Basic Rate (In Rs)	Quantity (In Kg)	Total Value (In Rs)
1	94010201702	BOLT&NUT 16MMX40MM	71.50	200.00	14,300.00
2	94010200813	BOLT&NUT 16MMX50MM	71.50	9000.00	6,43,500.00
3	94010201714	BOLT&NUT 16MMX65MM	71.50	16000.00	11,44,000.00
4	94010200849	BOLT&NUT 16MMX75MM	71.50	8000.00	5,72,000.00
5	94010211035	BOLT&NUT 16MMX90MM	71.50	1000.00	71,500.00
6	94010200884	BOLT&NUT 16MMX100MM	71.50	2700.00	1,93,050.00
7	94016200907	BOLT&NUT 16MMX125MM	71.50	5000.00	3,57,500.00
8	94010200928	BOLT&NUT 16MMX150MM	71.50	1100.00	78,650.00
	Sub Total			30,74,500.00	
	GST @ 18 % (IGST)			5,53,410.00	
	Sub Total			36,27,910.00	
	CMPDI charges @ 1 %			36,279.10	
	GST @ 18 % on CMPDI charges			6,530.24	
	Total (In Rs)			36,70,719.34	
	Total (aprox.) Value (In Rs)			36,70,719.00	

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- 2. TOTAL ORDER VALUE: The total order value will be Rs. 36,70,719.00 on F.O.R. Destination basis.
- 3.GST:(a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present rate GST 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) 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	M S Bolts & Nuts	73181500	IGST 18 %

(h)Your GST details are as under:

SN	Particulars	Firm's Details
1	Name of firm	M/s Royal Balaji Engineering Pvt Ltd
2	Constitution of Business	Company
3	Trade Type	Manufacturer
	(Manufacturer/Dealer/Service Provider)	
4	PAN	AAECR3882L
5	GSTIN	19AAECR3882L1ZR

4. 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.

5. Delivery Period: To start (in assorted sizes) within 30 (Thirty) days (min. 10MT/Total Qty.) and to be completed @20MT per month thereafter.

However, keeping in view of our extreme urgency, you will put all efforts for earliest efforts.

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 beyond delivery period will be to your account.

6. Consignee & Paying Authority: Consignee & Paying Authority for this

Order will be as under:

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

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7. <u>Payment Term</u>: 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.

Date: 31.10.2017

8. <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 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 taxes payment if claimed, Price Certificate 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.

- **O9.** Guarantee /Warranty: Supplied should be guaranteed for a period of 12(twelve) months from the date of commissioning 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 30 days free of cost.
- 10. 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".

- **11.** <u>Security Deposit</u>: Exempted being registered with NSIC. However, valid NSIC registration copy dully notarized & self-certified copy to be submitted with your Bills.
- **12.** <u>Inspection</u> Pre Dispatch inspection will be done carried by CMPDIL, Ranchi at your works premises. Inspection charges will be 1 % on FOR destinations price and GST as applicable at the time of supply. Presently, Inspection fee @ 1% of total consignment billing (plus statutory levis like GST etc, as applicable on inspection fee) is to be paid to CMPDIL along with inspection call letter which will be reimbursed subsequently by BCCL together with consignment billing.

Other clause of Pre dispatch inspection will be applicable as per appendix-I.

Final inspection shall be carried out at the consignee end after receipt of materials by GM (E&M),BCCL or their authorized representative .

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. 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:

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- 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.

15. 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 rate contract no. BCCL/PUR/KOL/72/MS(B&N)/RC/2015/472 dtd 15.12.15 our notice inviting tender and as confirmed in techno-commercially acceptable offer of bidder.

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.

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Date: 31.10.2017

INDENT & BUDGET CERTIFICATION REFERENCE

SN	Indent no. and Date	e. BC & e. FC Ref.
1	MB 2017-18 Indent No:	Budget certification/Revalidated/recommended vide BC
	MB/09/17-18 dtd 17.07.17	no./BCCL/HQ/Pur. Fin Store/ Store Budget/Rev Budget /17-
	IR No. 117038 dated 08.08.17	18/Other Stores (UG)/008 dtd 03.08.17 of Rs 36,70,719.00.
	020 1 52 50	e.B.C. No.217 dtd 03.08.17
		FC No. BCCL/PURFIN/FC/12 dtd 30.10.17 of Rs 36,70,719.00
	21	e.F.C.No.281 dtd 30.10.17 of Rs Rs 36,70,719.00.

Enclosure: Appendix-I (CMPDI Pre-Dispatch Inspection)

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

(Alok Kumar) Dy Mgr (MM)

GM(MM)

(This has got the concurrence and approval of competent authority)

Copy to:

- 1. Depot Officer, Central Store ,Ekra ,BCCL

- Depot Officer, Central Store, Ekra, BCCL
 GM(MM) S I/C,MM DIV, BCCL
 HOD(F) MM, MM DIV, Koyla Bhawan.
 GM (E&M)I/C, Koyla Bhawan
 MM (Tech Cell), MM Div, Koyla Bhawan.
 Master File/Office Copy.
 GM (MM), CCL / NCL / WCL/ SECL / MCL / ECL

APPENDIX -I

Date: 31.10.2017

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-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-III (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-I(a)

Date: 31.10.2017

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 <u>gmenm.cmpdi@coalindia.in</u>, with a copy to <u>paresh.saxena@coalindia.in</u> 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: hqfinance@yahoo.com, with a copy to Sandeep.aru@coalindia.in

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

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S.O.No. BCCL/Pur/117038/MS (B&N)/RC/472/MB(2017-18)/56

Date: 31.10.2017

To

Appendix-I (b)

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)

(to be typed in Company's Letter Head)		
Name of Subsidiary Company of ClL	Inspection Call Ref No. & Date:	
Manufacturer's Name with Address &	P.O. No./R.C. No./Amendment/etc.:	
Tel/Mobile phone No.:	Date:	
Contact Person Details: Tel. /Mobile Phone No.: email id:	Status of supply order: Running Order/ New Order:	
- Cilian Id.	(Please tick the appropriate one.)	
Place of Inspection:	Brief Description of Material:	
Qty. of Offered Material:	Value of Offered material: Basic Value: Consignment Value (Inclusive of all Taxes, Packaging & forwarding charges, Transit Insurance, Freight etc)	
Date of readiness of Material:	Samuel State Committee of the Committee	
Proposed date of Inspection:		
1.Inspection Fee @l% of Consignment Value: Rs 2.GST as applicable on the date of submission of PDI Fee: Rs	Details of e-receipt payment generated after paying the inspection Fee on SB collect: 1. e-receipt no.: 2. Date: 3. Amount in Rs.	
Total (1+2):		

Note:

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

Signature with seal

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