



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chief General Manager
(MM) ,Koyla Bhawan : Koyla Nagar
Dhanbad : 826 005

GRAM ; KOKINGKOL
(Phone No. 0326 – 2230181
(Fax No. 0326 -2230183)

Ref No: PUR/200343/ Brake Spares/182M shovel /11-12/ 240

Dated: 15.02.2012

To

Purchase order
By Regd post

M/s Maco Corporation (India) Pvt Ltd
2/5 Sarat Bose Road,
Sukh Sagar, 7th Flr,7-A
Kolkata -700020
Fax- 033-24543269

Vendor code:1/12/D/T/194 (Old -629804)

Sub:- Supply of Brake Spares for 182M Shovel.

Ref –1. L.T no. PUR/200343/Brake Spares/182M Shovel/09-10/22 opened on
17.05.2010 and your Offer no. 10-MCI-SQ/2010080030 dtd 05.05.2010 and
subsequent letter dtd 17.01.2011,dtd 19.05.2011,dtd 1.11.2011,dtd 1.12.2011dtd
3.12.2011 and dtd 03.02.2012.

Dear Sir,

With reference to above, we for and on behalf of BCCL, hereby place order for supply of
Brake spares for 182M Shovel, as per detailed specification, rate, value, terms and conditions
mentioned below:-

Scope of Supply

Sno	Mat code	Part Number	Eaton Pt no.	Description	Qty	Basic in Rs	Extended value
1	15557030693	2872251 / 1Z1DBA	107204DK	Brake Disc	1	1133066.00	1133066.00
2	15557031579	4003853	413295	Rotor Brake	1	176453.00	176453.00
3	15557991616	2771250/ MP277125	107074H	Kit Friction Disc	1	78210.00	78210.00
4	15557993113	2890119	106885D	Kit Friction Disc /Diaph Crowd	2	34490.00	68980.00
5	15557993315	2893266	413648-02	Diaphragm	3	40000.00	120000.00
6	15557993327	2896982	408080-02	Diaphragm	2	61495.00	122990.00
7	15557994789	4443322	413053	Rotor	1	386193.00	386193.00
					Sub total		2085892.00
					CST @ 2%		41717.84
					Landed value in Rs		2127609.84

Landed value Rs. 21,27,609.84 (Rs Twenty one lakh twenty seven thousand six hundred nine and paise eighty four only)

Terms and conditions:

1. **Price:** Firm and FOR Destination basis.
2. **Packing, Forwarding, Freight and Insurance:** Nil
3. **Excise duty and Cess:-**Not applicable(NA)
4. **Sales Tax:** Central Sales tax extra as applicable at the time of delivery. Present rate @2% against form "C"
5. **Delivery:** Within 6 to 9 months from the date of receipt of order. Earlier supply shall be accepted.
6. **Payment:** 100% within 30 days from the date of receipt and acceptance of materials by the consignee, or from the date of receipt of bill whichever is later.
7. **Warranty:** The items should carry a warranty of 18 months from the date of receipt and acceptance at consignee store or 12 months from the date of fitment, whichever is earlier. In case of premature failure the defective parts will be replaced free of cost within 45 days of intimation.
8. **Fitment guarantee:** The firm must give fitment guarantee of the items in the 182 M Marion shovel sl. no. 221 of Barora Area without any modification (deletion/addition). Item must be as per design of OEM.
9. **After Sales and Service:** Firm should confirm that they would be able to provide after sales service to the end user.
10. **Security Deposit:** Exempted being authorised distributor of overseas OPM.
11. **Price certificate:** You shall certify on the body of the bill /invoices that the prices charged are the lowest and same as applicable to all Govt Deptt./Public sector undertaking ,CIL and its subsidiaries and other organisation.
12. **Consignee:** Depot Officer, Central stores Jealgora. (A/c Barora Area) .
13. **Paying Authority :** GM(F), (Pur-Fin) Koyla Bhawan, Dhanbad
14. **Inspection:** Inspection shall be carried out at consignee end after receipt of materials.
15. **Inspection and Test:**
 - i)The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
 - ii) If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.
 - iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
 - iv) The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods

having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods.

v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

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 exists.

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

17. Mode of dispatch: By Road on freight paid basis . Safe delivery of the material is the responsibility of supplier.

18. Penalty for failure to supply in time/Price fall clause: As per enclosed Annexure-I

19. Brand Name: EATON/AIRFLEX

20. Country of origin: USA

21. Import Documents : The following import documents are required to be submitted with each supply :

- Self attested copy of Bill of Entry
- Self attested copy of Bill of Lading/Airwaybill
- Self attested copy of Packing list of Principals
- Self attested copy of Certificate of Origin

The original copy of the above should be submitted which shall be returned after verification and endorsement by consignee and paying authority.

22. Logo embossing: Items supplied will be embossed with logo/identification mark and serial no. if any in a place where normal wear is not possible.

23. Auditor's certificate for payment of custom duty as per prevailing custom rates and refund if any shall be passed on to BCCL shall be submitted along with bills/supplies.

24. **Jurisdiction:** ALL DISPUTES ARE SUBJECT TO DHANBAD COURT & JHARKHAND HIGH COURT ONLY

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

This purchase order/ contract is issued with the approval of competent authority. This contract is concluded with the issuance of this order. You are requested to kindly acknowledge receipt and acceptance of order within 15 days from failing which it will be presumed that the order has been accepted by you .

Indent Nos. & date:

- i) RS/01/LP/09-10/883 dtd 16.11.2009 (IR No.0343 (09-10) dtd 22.02.2010
- ii) **Budget certification No. & date:** BCCL/HQ/Pur..Fin./Store Budget/Rev Budget/ 11-12/HEMM Spares/HQ Excv/392 dt 28.01.2012 for Rs.**21,27,609.84** only and FC no. 280 dtd 14.02.2012 for ` 21,27,609.84.

Encl:

Annexure-I - For LD/ Price fall clause

On or behalf of BCCL
Yours faithfully,

(A K Sinha)
Sr Manager(MM)

Copy to:-

- 1. GM (Excv.), Koyla Bhavan
- 2. GM (F)MM (Pur), BCCL, Koyla Bhavan
- 3. Area manager,(Excv) Area-I
- 4. Depot Officer, Jealgora Central Store, Jealgora, BCCL, Dhanbad
- 5. Tech. Cell. MM Divn. Koyla Bhavan
- 6. Office Copy/Master Copy
- 7. CGM ,Special Cell,CMPDI,Ranchi.

ANNEXURE-I

PENALTY FOR FAILURE TO SUPPLY IN TIME

The time and date of 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 delivery or dispatch 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.

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 CGM(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.