

	<p align="center"><b>Bharat Coking Coal Limited</b> ( A subsidiary of Coal India Limited ) Office of the General Manager (MM) MM Divn., Koyla Bhawan, P.O. Koyla Nagar, <u>Dhanbad – 826 005, Jharkhand ( India )</u></p>	<p align="center">GRAM: KOKINGKOL Phone: (0091)326-2230181, Fax: (0091)326-2230183 (All disputes are subject to Dhanbad Court)</p>
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Ref. No.: Pur/613047/Pinion / P&H 1900 Shovel/13-14/165

Dtd. 13.11.2013

To,  
M/s. P&H Mining Equipment inc.,  
4400 West Nation Avenue  
Milwaukee, WI, 53214  
U.S.A.

**PURCHASE ORDER**  
(BY REGD. AIR MAIL)

VENDOR CODE: 2/01/M/T/002  
Vender Type: OEM

Dear Sir,

**Sub:** Tender No. Pur/613047/Pinion / P&H 1900 Shovel/13-14/14 Dtd. 28.05.2013 and  
Opened on 05.06.2013 for supply of Spares for P&H 1900AL Shovel.

**Ref.:-** Your Offer No. Q0818/20694621 dtd. 04.06.2013 received through M/s. P&H Joy Mining Equipment India Limited, Kolkata vide their letter No.Q0818 /20694621 dtd. 04.06.2013 & letter No P&H/Q0818/20694621/AKB/05/07/13 dtd 05.07.2013& P&H/Q0818/20694621/AKB/12/08/13 dtd 12.08.2013.

With reference to above we, for and on behalf of BCCL, we hereby place order for supply of Spares for P&H Shovel at the following item description, part no, rate ,value and terms & conditions:-

SL. NO	DESCRIPTION	QTY in no.	Unit rate US \$	Extended value in US \$
01	Pinion Part no. 1N1493 / 1N1389D3  Material Code: 15505990816	2	33374.96	66749.92
	<b>Total F.O.B Value USD</b>			<b>66749.92</b>

(US \$ Sixty Six Thousand Seven Hundred and Forty Nine Point Ninety Two only)

<b>1</b>	<b>Price</b>	Prices are firm throughout the delivery and on <b>FOB Sea Port in USA</b> duly packed for Export Shipment.
<b>2</b>	<b>Delivery</b>	Within 4 (Four) to 6(Six) months from the date of opening of letter of credit. The materials should be duly packed for export shipment. Early supply shall be appreciated.
<b>3</b>	<b>Engineering &amp; Technical Services</b>	Payable extra @8% on FOB amount on pro-rata basis against each shipment plus Service tax and cess on service tax as applicable at the time of execution of the order to the firms Indian office M/s P&H Joy Mining Equipment India Limited in Indian Rupees as per the



		exchange rate prevailing on the date of Bill of lading(certified by National bank) shall be paid in equivalent Indian Rupees within 21 days of submission of bill along with following documents: Copy of foreign Principals invoice, Copy of bill of Lading, certificate from State Bank of India regarding BC selling exchange rate ruling on the date of bill of lading. Engg & technical service tax and cess on the service tax will be payable at the rate prevailing at the time of execution of order as per statutory levy of Govt of India to their Indian support and service provider M/s P&H Joy Mining Equipment India Limited who will provide after sales service to BCCL as above Engg. and technical services. This fee will be payable by Paying authority of ultimate Consignee.
4	<b>Mode of dispatch</b>	By ocean transport from USA port. Shipping arrangements will be made by the Ministry of Shipping & Transport (Chartering Wing), Govt. of India, New Delhi (Cable – TRANSCART, NEW DELHI, TELEX – VAHAN IN 31-61157, 31-61158 AND 31-61159) through their forwarding agents/nominees. Adequate advance notice no less than four weeks about the readiness of Cargo for shipment should be given by the supplier for finalization of shipping arrangement. Goods are to be shipped by regular conference line Ocean going Motor Vessel having an Indian Flag. In case an Indian Flag Vessel is not available, shipping may be made by any other Flag Vessel only after obtaining approval from the Ministry of Shipping & Transport, Govt. of India through their forwarding Agent/Nominees. The marine freight will be paid to freight forwarder by the port consignee as mentioned under.
5	<b>Port of Destination</b>	Kolkata Sea Port, Kolkata, India
6	<b>Port consignee</b>	General Manager, C&F Division, Coal India Limited, 6 Lyons Range, Kolkata, India, Telex No.021-7700, Fax No. (0091) 33-22204928.
7	<b>Ultimate Consignee</b>	Depot Officer, Regional Stores Block-II Area, BCCL Dhanbad.
8	<b>Payment term</b>	<b>100% payment of the net FOB value of the consignment will be made to the supplier in U.S.A through an irrevocable and non-confirmed Letter of Credit</b> on presentation of shipping documents, detailed hereunder: Original + 5 non-negotiable copies of Bill of lading Eight (08) copies ( 1 original + 7 copies ) of commercial Invoice duly signed indicating FOB rate Six (06) copies of certificate that the spare parts on order, have been manufactured and the same will fit in the above mentioned machine Six (06) copies of Packing List Six (06) copies of Certificate of Origin authenticated / stamped by the supplier/Beneficiary. Six (06) copies of certificate that the prices charged are the same as applicable to other customers' worldwide. Six (06) copies of Warranty Certificate Six (06) copies of Freight Certificate from the Freight Forwarder Six (06) copies of Works Inspection Certificate of the spares. Three (03) Copies of " No Agency Commission Certificate".
9	<b>Paying Authority</b>	GM (F) (MM), Pur- Fin., BCCL, MM Division. Koyla Bhavan, Dhanbad

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10	Forwarding copy of dispatch documents	Simultaneously to the presentation of shipping documents, supplier shall Airmail one (01) copy of each Shipping Documents as specified above to the following: The General Manager (MM), BCCL, Koyla Bhavan, P.O. BCCL Township, Dhanbad – 826 005, Jharkhand (India) Port & Ultimate Consignee as indicated above Paying Authority as indicated above			
11	Insurance	Transit Insurance up to Ultimate consignee will be arranged by Port consignee under their open policy on receiving details from the freight forwarder .			
12	Packing & Marking	<p>The materials should suitably &amp; securely packed for shipment by Ocean and by Road wherever necessary and called for including a coat of primer or other preservative or customary to avoid loss, damage or breakage of stores during transit shall be at the expense of supplier. Each package should be marked with consignee's name and address with gross weight with name of supplier and quantity. For easy identification of stores, it is essential that individual item No. of the order, the number of nomenclature of the stores should be tagged. Kindly ensure that this is complied at the time of packing.. one copy of the packing list should be inserted inside the package for reference purpose.</p> <p>Each case shall have the under noted shipping marks stencilled on two opposite sides and top there of .</p> <table border="1"> <tr> <td>THE Chief General Manager C &amp; F Division Coal India Ltd Kol kata-700001</td><td>COAL INDIA LIMITED I N I N D I A I A KOLKATA Order no.</td><td>THE Chief General Manager C &amp; F Division Coal India Ltd Kol kata-700001</td></tr> </table>	THE Chief General Manager C & F Division Coal India Ltd Kol kata-700001	COAL INDIA LIMITED I N I N D I A I A KOLKATA Order no.	THE Chief General Manager C & F Division Coal India Ltd Kol kata-700001
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13	Provision of Import	The items covered in this order are being imported as per the provisions of Export Import Policy of Govt. of India.			
14	Inspection	Since we do not have inspection facilities at your Works in USA, you are requested to arrange supplies in accordance with the order. You will supply us your Work's Inspection Certificate at no extra cost against this order. The final inspection will be done by the Ultimate Consignee at Dhanbad and you shall be liable to replace free of charge to us any consignment that may fail or show sign of defects or may be found unsuitable in the machines under which these are to be used.			
15	Warranty	18 months from the date of delivery or 12 months from the date of fitment whichever is earlier. If any defects are found due to faulty design, inferior quality of material or bad workmanship, the defective parts shall have to be replaced by the supplier free of cost within 30 days of such intimation by the end user.			
16	Logo	The Supplied items should have either embossing /engraving of their manufacturer identification name/logo preferably at non wearing surface.			
17	Fitment Guarantee	The Firm should give a guarantee for fitment of the supplied parts in above model of Shovel without any modification (deletion/addition). The design of the item should be exactly as per that of OEM.			
18	After Sales Service	The Firm should confirm that they will be able to provide immediate after sales service to the end user.			
19	Liquidated Damages	<p>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.</p> <p>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</p>			



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		<p>Coal Limited reserves the right:</p> <p>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.</p> <p>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 cancelling the supply order in respect of consignment not yet due for supply or</p> <p>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</p> <p>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.</p> <p>e) To en-cash any Bank guarantee which is available for recovery of the penalty or</p> <p>f) To forfeit the security deposit full or in part.</p> <p>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.</p>
20	<b>Price Fall Clause</b>	<p>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.</p> <p>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.</p>
21	<b>Bank Details</b>	<b>State Bank Of India, 19 S.LaSalle Street, Suite 200, Chicago, IL 60603</b>
22	<b>Bank Charges</b>	<p>All advising/Foreign Bank charges, i.e. Bank charges to your country will be borne by the beneficiary.</p> <p>Amendment charges of the LC due to fault of beneficiary or in connection with extension of validity of Letter of Credit on firm's request if any, will be borne by the beneficiary.</p>
23	<b>Security Deposit</b>	Not applicable being overseas OEM
24	<b>Order Acceptance</b>	The acceptance of this order must be received within a fortnight from the date of receipt of order. It is mandatory for opening of LC etc.

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.



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N.B:- This purchase order/ contract is issued with the approval of the Competent Authority.  
This contract is concluded with the issuance of this order. Supply Order is being forwarded to you. You are advised to confirm the receipt of acceptance of the order within 15 days from failing which this order shall be deemed to have been accepted for execution.  
Indent Nos. & date:

Indent Ref: RS/BII-15/234/12-13 dtd. 21.07.2012  
IR no: 613047 dtd. 27.05.2013

Budget certification no. & date: BCCL/HQ/PUR-FIN/Store Budget/Rev Budget/2013-14/HEMM  
Spares/HQ/Excv/ 333 dtd. 12.11.2013 & EBC no. 529 for Rs 59, 51,002.00  
FC no. 227 dtd. 12.11.2013 & EFC no407 for Rs 59, 51,002.00

Encl: As above.

*(Signature)*  
(A. K. Singh)  
Subordinate Engineer (Excv)

Yours faithfully,  
*(Signature)*  
(A.D. Santhish)  
Chief Manager (MM)

Copy to:-

1. GM (Excv.), Koyla Bhavan
2. GM (F) MM, Pur- Fin., Koyla Bhawan, Dhanbad
3. Depot Officer, Regional Stores, Block-II Area, BCCL, Dhanbad
4. Area Manager(Excv), Block-II Area, BCCL, Dhanbad
- ✓ 5. Tech. Cell. MM Divn. Koyla Bhavan
6. Office Copy/Master Copy
7. H.O.D, C&F Division, Coal India Limited, 6 Lyons Range, Kolkata, India, Telex No.021-7700, Fax No. (0091) 33-22204928.
8. Justice Ashok Kumar Chakraborty (Retired) ,BB-69 Sector I, Salt Lake,Kolkata-700064
9. The Secretary, Shipping Co-ordination Committee, Ministry for Shipping and Transport, Government of India, New Delhi 110 001- along with two copies of order.
10. M/s P&H Joy Mining Equipment India Ltd, Mining Centre, 85/1, Topsia Road (South), Kolkata - 700046

