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	Bharat Coking Coal Limited (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>	GRAM: KOKINGKOL Phone: (0091)326-2230181, Fax: (0091)326-2230183 (All disputes are subject to Dhanbad Court
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Ref. No.: Pur/612138-612053/Spares/ P&H 1900 Shovel/13-14/264

Date 28.01.2014

To,
M/s. P&H Mining Equipment
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/612138&612053/Spares/ P&H 1900 Shovel/12-13/108
Opened on 09.01.2013 for supply of Spares for P&H 1900AL Shovel.

Ref:-Your Offer No. 20671199 dtd. 31.12.12 received through M/s. P&H Joy Mining Equipment India Limited, Kolkata vide their letter No.Q0794/ 20671199 dtd. 01.01.2013 & letter No P&H/Q0794/20671199/AKB/18/04/13 dtd 18.04.2013& JGI/ Q0794/20671199 /AKB/23/01/14 dtd 23.01.2014

With reference to above we, for and on behalf of BCCL, we hereby place order for supply of Spares for P&H 1900 Shovel at the following items description, part no, rate ,value and terms & conditions:-

SL	Pt no	Description Mat. Code	Qty	Price US\$	Ext Value US \$
1	75Z258D2	Zenner Diode , 34V, 50W Mat. Code:15505840143	5	92.60	463.00
2	75Z258D3	Zenner Diode , 34V, 50W Mat. Code:15505830455	5	145.93	729.65
3	79Z3165D22 / 79Z923D4	Contactor Mat. Code:15505831344	5	1241.86	6209.30
4	79Z3165D70 / 79Z1126	Contactor Mat. Code:15505831356	5	2592.86	12964.30
5	79Z3165D15 / 79Z982D1	Contactor Mat. Code:94096993206	5	946.56	4732.80
		Total FOB Value USD			25099.05

(US \$ Twenty Five Thousand and Ninety Nine Point Zero Five only)

Note: Gross Weight: 125 lbs
Dimension: 18" x 18" x 18" high

[Handwritten signatures]

1	Price	Prices are firm throughout the delivery and on FOB Chicago AirPort in USA duly packed for Export.
2	Delivery	Within 4 (Four) months for item sl. no. 3,4 & 5 and within 3 months for item sl. no. 1&2 from the date of opening of letter of credit. The materials should be duly packed for export Air shipment. Early supply shall be appreciated.
3	Engineering & Technical Services	<p>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:</p> <p>Copy of foreign Principals invoice, Copy of Airway bill, 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.</p>
4	Mode of dispatch	<p>By Air from Chicago Airport, USA. Air Shipment arrangements will be made by M/s Balmer Lawrie & Co Ltd, 21 Netaji Subhas Road, Kolkata 700 001 through their Associates in USA as indicated below:</p> <p>1)M/s Toll Global Forwarding , One Cross Island Plaza, Suite 203, Rosedale, NY 11422 Contact Person: Alex Law/ Ai Ruan, Tel: +1(718)723-2333, Fax: +1(718)723-4832 e-mail: ai.ryan@tollgroup.com</p> <p>2) M/s Toll Global Forwarding, 19900 S Vermont Avenue, Suite # E, Torrance, CA 90502 Contact Person: Mary Young, Tel: +1(310)756-1750, Fax: +1(310)756-1966 e-mail: mary.young@tollgroup.com</p>
5	Port of Destination	Kolkata Air Port, Kolkata, India
6	Port consignee	General Manager, C&F Division, Coal India Limited, 6 Lyons Range, Kolkata, India, Telex No.021-7700, Fax No. (0091) 33-22204928.
7	Ultimate Consignee	Depot Officer, Regional Stores Block-II Area, BCCL Dhanbad.
8	Payment term	<p>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 on presentation of shipping documents, detailed hereunder:</p> <p>Original + 5 non-negotiable copies of Airway Bill</p> <p>Eight (08) copies (1 original + 7 copies) of commercial Invoice duly signed indicating FOB rate</p> <p>Six (06) copies of certificate that the spare parts on order, have been manufactured and the same will fit in the above mentioned machine</p> <p>Six (06) copies of Packing List</p> <p>Six (06) copies of Certificate of Origin authenticated / stamped by the supplier/Beneficiary.</p> <p>Six (06) copies of certificate that the prices charged are the same as applicable to other customers' worldwide.</p> <p>Six (06) copies of Warranty Certificate</p> <p>Six (06) copies of Freight Certificate from the Freight Forwarder</p> <p>Six (06) copies of Works Inspection Certificate of the spares.</p> <p>Three (03) Copies of " No Agency Commission Certificate".</p>
9	Paying Authority	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 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 & securely packed for Air Shipment 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 items 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 & F Division Coal India Ltd Kolkata-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 & F Division Coal India Ltd, Kolkata-700001</td></tr> </table>	THE Chief General Manager C & F Division Coal India Ltd Kolkata-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, Kolkata-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 & acceptance or 12 months from the date of fitment/commissioning 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 items 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	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 is the supply order, and in the			

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		<p>event of breach of any terms and conditions mentioned in the supply order. Bharat Coking 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	Price Fall Clause	<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	Bank Details	<p>State Bank Of India, 19 S. LaSalle Street, Suite 200, Chicago, IL 60603</p>
22	Bank Charges	<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	Security Deposit	Not applicable being overseas OEM
24	Order Acceptance	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.

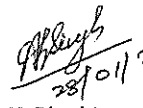
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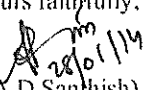
ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

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 : 1000/GN/11-12/0033 dtd 20.04.2011 & 1000/GN/11-12/0097 dtd 17.05.2011
IR no : 612053 dtd 18.06.2012 & 612138 dtd 10.09.2012

Budget certification No. & date: BCCL/HQ/PUR-FIN/Store Budget/Rev Budget/2013-14/HEMM
Spares/HQ/Excv/ 190 dtd 24.07.2013 & EBC no 287 for Rs 21,59,833.00
FC no 295 dtd 22.01.2014 & EFC no519 for Rs 21, 46,269.00
Encl: As above.


28/01/2014
(A.K.Singh)
Sub. Engr (Excv.)

Yours faithfully,

(A.D.Santhish)
Chief Manager (MM) Pur

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. M/s Balmer Lawrie & Co Ltd, 21 Netaji Subhas Road, Kolkata 700 001
10. M/s P&H Joy Mining Equipment India Ltd, Mining Centre, 85/1, Topsia Road (South), Kolkata - 700046

