

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

dtd 30.06.2011

Vendor Code: 2/02M/M/004

Dear Sir,

[illegible]

TERMS & CONDITIONS:

01	Name & address of the firm	M/s. Bucyrus International Inc , 1100 Milwaukee Avenue, PO Box 500, South Milwaukee, Wisconsin 531720500, USA
02	Value	The total FOB value: US\$ 27194.56
03	Prices	Firm on FOB on freight paid basis (inland freight @ 2.5%) in US\$
04	Terms of delivery	Prices are on Ex-Works basis & shall remain firm and fixed through out delivery period. However delivery shall be on FOB any port of USA/European countries for which export packing forwarding and inland frt to Port will be charged Extra @ 2.50% in US\$.
05	Delivery period & Shipment	Within 6 months from the date of receipt of order and acceptable Letter of Credit subject to availability of Indian Flag Vessel. Partial shipment is not allowed Trans shipment is not allowed.
06	L.C. Validity	LC will be valid for 7 weeks beyond the delivery period for submission of documents to Banks in consideration of non-availability of Indian Flagged Vessel.
07	Mode of Dispatch	“By Ocean Transport from USA/European Seaport. Shipping arrangement would be made by Ministry of Shipping & Transport(Chartering Wing), Govt. of India, New Delhi (Cable – TRANSHART, NEW DELHI). (Telex – VAHAN IN 31-61157, 31-61158 and 31-61159) through their forwarding agents / nominees M/s. Schenkerco & Co. GMBH-2000, Hemburg-11, P.B.No.110313, Germany (Cable: SCHENKERCO. HEMBURG) in case European country and M/s OPT Overseas Project Transport Inc. (A Thyson Haniel Logistic Co.) 46 Sellers Street, Kearny, New Jersey – 7032, USA (Ph.- 201-998-7771, Fax – 201-998-7833) in case USA Sea Port and to whom adequate advance notice not 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.
08	Country of Origin	Goods are of USA / European country. Local chamber of commerce specifying the origin of shipment of the goods should issue certificate of Origin.
09	Port Consignee	General Manager, C&F Division, Coal India Limited, 6 Lyons Range, Kolkata, India. Telex No.: 021-7700, Fax No.: (0091) 33-22204928.
10	Ultimate Consignee	Depot Officer, Block-II Reg. Stores, Block-II Area. Dhanbad, Jharkhand , India.(Mob no. 9470596014),TIN no. 20821500736.
11	Paying Authority	General Manager (F)MM, BCCL, Koyla Bhawan, Koyla Nagar, Dhanbad, India.
12	Port of Destination	Kolkata Sea Port, Kolkata, India.
13	Terms of Payment	100% payment of the FOB value of the consignment will be made to the suppliers in USA through an Irrevocable and unconfirmed acceptable Letter of Credit on presentation of shipping documents, detailed here under. LC will be valid for 07 weeks beyond delivery period. Letter of Credit will be issued and reimbursed to you through STATE BANK OF INDIA. All expenses connected with opening ,advising and negotiating the LC as well as Bank charges for above purpose payable in India will be borne by BCCL. However all bank charges and other charges including confirmation charges, connected with operation of LC payable in supplier's country shall be borne by the beneficiary/supplier. Original + five (05) non-negotiable copies of Bill of Lading. Eight (08) copies of commercial Invoice duly signed indicating FOB rate. Six (06) copies of certificate that the spare parts on order have been

		<p>manufactured and the same will fit in the above mentioned machine.</p> <p>Six (06) copies of Packing List.</p> <p>Six (06))(original + 5 copies) copies of Certificate of Origin from local Chamber of Commerce of USA/European country or duly stamped by local chamber of commerce of USA/European country.</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>							
13	Forwarding copy of dispatch documents	<p>Simultaneously to the presentation of Shipping documents to the banker supplier shall Airmail one (01) copy of each Shipping documents as specified above to the following :-</p> <p>a)The Chief General Manager (MM), BCCL, Koyla Bhawan, PO: Koyla Nagar, Dhanbad – 826 005, Jharkhand, India.</p> <p>b)Consignee as indicated in Clause 8 and 9 above.</p> <p>(c) Paying Authority as indicated in Clause 10 above.</p>							
14	Insurance	<p>The Marine Insurance will be arranged by C.G.M. (C&F), Coal India Ltd., Kolkata, India for which supplier shall furnish following information’s to Fax No.: 0091-33-22204928 immediately before dispatch of materials under intimation to CGM(MM)), BCCL, Koyla Bhawan, PO: Koyla Nagar, Dhanbad 826 005, Jharkhand, India (Fax No.: 0091-326-2230183)</p> <p>Order Ref. No. & date.</p> <p>Letter of Credit No. & date.</p> <p>Bill of Lading No. & date.</p> <p>Port of Despatch and Vessel name and details of Shipment.</p> <p>Description of materials and No. of packages shipped.</p> <p>Weight of packages.</p> <p>F.O.B. value.</p> <p>Freight amount payable.</p> <p>Ultimate Consignee.</p>							
15	Packing & Marking	<p>The materials should suitably & securely packed for Ocean/ or 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.</p> <p>Each case shall have the under noted shipping mark stencilled on two opposite sides and top there of .</p> <table><tr><td rowspan="3">THE Chief General Manager C & F Division Coal India Ltd Kol kata-700001</td><td>COAL INDIA LIMITED</td><td></td></tr><tr><td>I N I N D I A I A KOLKATA</td><td>THE Chief General Manager C & F Division Coal India Ltd Kol kata-700001</td></tr><tr><td>Order no.</td><td></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	THE Chief General Manager C & F Division Coal India Ltd Kol kata-700001	Order no.	
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16	Force Majeure clause	<p>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:</p> <p>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.</p> <p>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.</p> <p>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.</p>
17	Embossing of Logo	Items supplied to be embossed with Logo of the firm/identification mark and Sl.No. if any in a convenient place where there is no wear of the component.
18	Provision of Import	The items covered in this order are being imported as per the provisions of Export Import Policy of Govt, of India .
19	Export License	If required, the seller shall obtain permission and export license from the appropriate authority.
20	Inspection & Test	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.
21	Warranty	You shall be fully responsible for the manufacturer's warranty in respect of proper design, quality & workmanship of the parts, the correctness of the parts and their proper fitment to the 24/96 Dragline for a period of 12 months from the date of fitment or 18 months from the date of delivery, whichever is earlier. In case of any defect, the materials shall be replaced free of cost on FOR destination basis.(at ultimate consignee end)
22	After Sales Service	To be provided by M/s. Bucyrus India Pvt.. Limited, Kolkata to the ultimate consignee/end user.
23	LD & Price Fall	As per Annexure-I
24	Security deposit	Exempted being overseas OEM.
25	Bank Charges:	<p>(i) All advising / foreign bank charges, i.e. bank charges to your country will be borne by the beneficiary.</p> <p>(ii) Amendment charges in connection with extension of validity of Letter of Credit if any will be borne by the beneficiary if it is required due to your fault.</p>

26	Fitment Guarantee	You will give fitment guarantee certificate along with supply regarding fitment in Ransoms & Rapier (24/96) W2000 Dragline of Block-II OCP, Block-II Area, Machine Sl. No.1320 without any modification (deletion/addition).Item must be as per OEM design.
27	Engineering & Technical service charges	Engineering & Technical Services charge: Payable to M/s. Bucyrus India Pvt. Ltd. Kolkata @ 7% of FOB value with applicable service tax & cess in Indian Rupees at exchange rate prevalent on date of consignment note/bill of lading within 21 days from date of submission of invoice with a set of non-negotiable shipping documents ie copy of foreign principal invoices ii)copy of bill of lading iii) certificate from SBI regarding BC selling rate on the date of bill of lading . In recognition of this, they will provide engineering & Technical support to BCCL. Bank details: State Bank of India, La-Martiniere Branch, Kolkata-700 017, Account No.11187417429 (Current).
28	Agency commission	No Indian Agent is involved and no payment on account of Agency commission shall be made
ALL DISPUTES ARE SUBJECT TO DHANBAD COURT & JHARKHAND HIGH COURT (INDIA) 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.

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. 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 No. This order is placed against Indent No.RS/B-II/787/07 -08 dt. 14.09.2007 (1000/GN/07-08/0831 dtd 12.09.2007 (IR.No.0057/08-09 dated 08.07.2008

Budget Certification No. :- BCCL/ HQ/Pur. Fin./Stores Budget/Rev. budget/2011-12/HEMM Spares/HQ Excv/156 dt. 24.06.2011 for Rs.2383641.70 and FC no. 55 dtd 24.06.2011.and further BC no. 161 dtd 30.06.2011 for value of Rs 139400.31 and FC no. 65 dtd 30.06.2011(ie total BC is for Rs 2523042.01 only.

Encl:a.a

Yours faithfully,

(A K Sinha)
Sr. Manager (MM)

Copy to :

Chief General Manager, Block II Area, BCCL.

General Manager (Excv.), Koyla Bhawan.

A.F.M., Block II Area. BCCL, Dhanbad

Depot Officer, Block II Regional Stores, Block II Area, BCCL.

GM (F)MM. (Pur-Fin), BCCL, Koyla Bhawan – Paying authority.

MM (TC), BCCL, Koyla Bhawan.

General Manager (C&F), C&F Deptt., 6, Lyons Range, Kolkata – 1 (5 copies).

M/s Bucyrus India Pvt Ltd, Mira Towers (4th Floor), Block-DN27, Sector-V, Salt Lake City, Kolkata 700091 (**Under Registered Post.**)

The Secretary, Shipping Co-ordination Committee, Ministry for Shipping & Transport, NewDelhi – 110 001 – 2 copies of order (**Under Regd. Post**)

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 cancelling 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. The supplier must confirm the acceptance of this Penalty clause, which will not be altered.

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 sells the stores of identical description to any other organization till validity of the contract.
- ii) If at any time during the said period the supplier reduces the sale price of such stores or sells 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.