



Bharat Coking Coal Limited
(A subsidiary of Coal India Limited)
Office of the General Manager (PUR)
MM Divn., Koyla Bhawan, P.O. Koyla
Nagar,
Dhanbad – 826 005, Jharkhand (India)

GRAM: KOKINGKOL
Phone: (0091)326-2230181,
Fax: (0091)326-2230183
(All disputes are subject to
Dhanbad Court and
Jharkhand High court only)

Ref.No. Pur/200191/Spares for 182M shovel/11-12/256

Dtd : 29.02.2012

PURCHASE ORDER
BY REGD.AIR MAIL

To
M/s Argo International Corporation
140, Franklin Street, New York,
N.Y. 10013, USA
(Phone: 001-212-4312216
FAX : 001-212-2269072)

VENDOR CODE: 2/02/M/M/001

Sub: Supply of spares for 182 M Shovel

Ref- i) Tender No. Pur/200191/Electrical Spares /for 182M shovel/10-11/09
opened on 18.05.2011
ii) your offer No.Q-170783 dt. 17.05.2011 submitted by Argo International
Corporation. Kolkata (India) and authorised by GE ,USA dtd 17.05.2011
subsequent communication vide letter dtd 30.06.2011 dtd 9.08.2011, dtd
13.02.2012.

Dear Sirs,

With reference to above, we for and on behalf of BCCL, hereby place order for
supply of electrical spares suitable for 182 M Shovel , deployed at Area-I of BCCL , as per
description, Part no. ,rate ,terms & conditions detailed here under:

NIT sl no.	Mat code	DESCRIPTION	PART NO	QTY in nos	Ex works unitrate in US\$	Extended value in US\$
1	15501976839	AUX CONTACT ASSY	136C25111 (2NC)/62039318/ GE#55C679809G3RP	10	550.00	5500.00
2	15501982236	AUX CONTACT ASSY	136C25111 (2NO)/62027339/ GE#55C679809G1RP	10	550.00	5500.00
3	15501987515	AUX CONTACT ASS0059	136C25111 (1NO+1NC)/ 62013107/GE#723B24 5G71	10	275.00	2750.00
4	15557994883	AUX CONTACT ASSY	MP324018 (1NC) GE#IC2956A200B	8	80.00	640.00
5	15557990328	TRANSFORMER CVT-1KVA	MP212654 GE#63-23-710-8	1	1850.00	1850.00

6	11310090365	DC 2000 TERMINAL BOARD / 3TBA CARD	62039731 / 2554011 GE#531X305NTBAP G1	1	6750.00	6750.00
7	11310130059	CPU MODULE	12325226/ GE#IC697CPX782	1	16500.00	16500.00
10	11310110129	SWITCH METER LOCK	12258690/ GE#IC2956A200C	20	80.00	1600.00
11	15503041924	SWITCH METER LOCK	12258685/ GE#IC2956A200B	20	80.00	1600.00
12	15503993292	AUXILARY INTER LOCK	MP429634/ GE#157B2708G94	20	310.00	6200.00
13	15557994034	INTER LOCK ASSY	MP188549/ GE#IC2956A200A	20	80.00	1600.00
11 ite ms		Detail technical specification as per Annexure-A		Sub total Ex works value		50490.00
Add 1.5% Inland freight, documentation and FOB charges up to US Port subject to min of US\$ 150/-						757.35
Net FOB value EX-US PORT						51247.35
Add Ocean freight @1% of Ex-factory/works value up to Kolkata port(C&F value)				Total ocean freight in USD		504.90
Total C&F value in USD up to Kolkata port						51752.25

a) FOB Order Value US\$ 51247.35 (USD Fifty one thousand two hundred forty seven point three five only) .

b) Total C&F order value – USD 51752.25 (USD Fifty one thousand seven hundred fifty two point two five only.

Terms & Conditions:

Price	Ex-GE Factory & firm through out the delivery. To arrive on FOB any Sea/Air port of USA value 1.5% charged extra subject to min. US\$150.00 And Ocean freight up to Kolkata port @ 1% of Ex works price to arrive C&F value..
Delivery	Delivery should be made within 6 months from the date of opening of letter of credit. The materials should be duly packed for export shipment. LC will be valid for a period of six months for shipment plus additional 21 days for submission of documents to the Bank.

Mode of dispatch	<p>i)By ocean transport /Air shipment from USA port . The contract is issued on FOB basis on first instance. The supplier shall give six weeks advance notice to “TRANSHART”, Ministry of shipping, Road Transport and Highways,Deptt. of Shipping(Chartering Wing) Room no. 538,Parivahan, 1 Parliament Street, New Delhi 110001Fax no. 01123718614 /2335256, Email aso2@nic.in with cargo details ie weight, volume, packing details breakup of cost etc. In case shipment cannot be arranged by Ministry of Shipping, Govt. of India within freight rate quoted by the tenderer ,BCCL shall convert the contract from FOB to C&F basis and the supplier shall arrange the shipment as per C&F price and delivery quoted by them.</p> <p>Shipping arrangements will be made by the 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, i.e. in case of Ocean Transport 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) or by Supplier up to Kolkata Port as detailed above .</p> <p>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.</p> <p>The Air freight etc will be paid to freight forwarder (ie M/s Balmer Lawrie)by the port consignee as mentioned under in case of consignment is up to 500 kg.</p> <p>ii) a) As per CIL directive vide ref.no. CIL/DT:047/C&F/11:434 dtd 11.06.2011,if goods weight is up to 500 kg per shipment ie per bill of lading (chargeable wt may be slightly more depending upon volume of package)may be imported through Air shipment under agreement with M/s Balmer Lawrie & Company Ltd,Kolkata for final delivery to the premises of ultimate consignee. The contact person of Balmer Lawrie & Company Ltd,Kolkata: Sri Baidyanathan Tel no. 033-2225477/5481: Fax no. 033 22225282, Mob no. 09831071168</p> <p>b) if goods are above 500 kg per shipment may be imported by ocean detailed as above.</p>
Port of Destination	Kolkata Sea /Air Port, Kolkata, India
Port consignee	Chief General Manager, C&F Division, Coal India Limited, 6 Lyons Range, Kolkata, India, Telex No.021-7700, Fax No. (0091) 33-22204928.
Ultimate Consignee	Depot Officer, Regional Stores Barora, Area-I, PO Nawa garh-828306 ,BCCL Dhanbad. ,TIN no. 20121500733

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 unconfirmed Letter of Credit on presentation of shipping documents, detailed hereunder in case of contract on FOB basis otherwise 100 % payment of net C&F value of consignment on Kolkata port basis shall be made . LC will be kept valid for 6 months for shipment plus additional 21 days for submission of documents to the Bank. Letter of credit will be issued and reimbursed to you through your Bank “Capital One Bank,44-04,21st Street, Long Island City, New York,NY11101, USA having swift code :NFBKUS33; Account # 3504000005</p> <p>Original + 5 non-negotiable copies of Bill of lading/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 from local Chamber of Commerce</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/shipper</p> <p>Six (06) copies of Works Inspection Certificate/Quality certificate of the spares.</p> <p>Three (03) Copies of “ No Agency Commission Certificate”.</p>
Paying Authority	GM (F)MM, Pur- Fin.,BCCL, MM Division. Koyla Bhavan, Dhanbad
Forwarding copy of dispatch documents	<p>Simultaneously to the presentation of shipping documents, supplier shall Airmail one (01) copy of each Shipping Documents as specified above to the following:</p> <p>The Chief General Manager (MM), BCCL, Koyla Bhavan, P.O. BCCL Township, Dhanbad – 826 005, Jharkhand (India)</p> <p>Port & Ultimate Consignee as indicated above</p> <p>Paying Authority as indicated above</p>
Insurance	<p>The Marine Insurance will be arranged by CGM (C&F), Coal India Ltd., Kolkata, India for which supplier shall furnish following information to Fax No. 0091-33-2204928 immediately before dispatch of materials under intimation to Materials Manager (P), BCCL, Koyla Bhavan, P.O. BCCL Township, Dhanbad 826 005, Jharkhand (India) (Fax 0091 0326 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 dispatch and Vessel name</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>

Packing & Marking	<p>The materials should suitably & 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 tencilled on two opposite sides and top there of .</p>		
	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.	
Provision of Import	The items covered in this order are being imported as per the provisions of Export Import Policy of Govt, of India .		
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.		
Warranty	The item should carry a warrantee of 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier.		
Logo	Items supplied will be embossed ,engraved or tagged with logo of the manufacturer/identification mark and serial no, if any in a place where normal wear is not possible.		
Fitment Guarantee	The firm must declare the fitment guarantee regarding fitment of spares to the 182M shovel sl no. 221 of Barora Area without any modification (deletion / addition). Item must be as per design of OEM		
After Sales Service	It will be provided by the firm .Any complain should be attended within 7 days of reporting and resolve within 21 days complying the norm of Company.		
Liquidated Damages/Price fall clause	As per Annexure-I (enclosed)		
Bank Charges	All advising/Foreign Bank charges, i.e. Bank charges to your country will be borne by the beneficiary. 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.		
Security Deposit	Exempted being authorised distributor of overseas OPM		
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		

	<p>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>
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.
Integrity pact	You have signed Integrity pact issued with NIT . Mr Ashok Kr Chakraborty (Retired Judge) BB-69 Sector I, Salt Lake,Kolkata-700064, will be independent external monitor against it.
Legal 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.

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 .

This order is placed against **Indent Nos.:**

- i) RS/01/LP/10-11/777 dtd 19.10.2010
- ii) RS/01/LP/09-10/1203 dtd 04.03.2010
- iii) RS/01/LP/10-11/572 dtd 03.09.2010
- iv) RS/01/LP/10-11/573 dtd 03.09.2010
- v) RS/01/LP/10-11/574 dtd 03.09.2010

(total 11 items)

Budget Certification No.: .: BCCL/HQ/PUR-Fin/Store Budget/Rev Budget/11-12/HEMM spares/HQExcv/07 dtd 12.01.2011 for Rs. 2279141.38 only and BC no. 357 dtd 28.11.2011 for Rs. 794309.10 and FC no. 287 dtd 24.02.2012 for value of Rs. 3073450.48 (For Argo International Corporation Rs 3045961.48 only)
Enclosures- Annexure-A,Annexure-I

Yours faithfully,

(A K Sinha)
SM (MM)PUR

Copy to:-

1. General Manager, Barora Area , Area-1 , , BCCL
2. General Manager (Excv.), Koyla Bhavan
3. Area Finance Manager, Barora Area, BCCL Dhanbad
4. Depot Officer, Barora Area , PO Nawagarh, Dhanbad 828306 BCCL, Dhanbad
5. GM (F)MM, Purchase Fin Deptt. Koyla Bhavan ,Dhanbad
6. Tech. Cell, MM Divn.
7. CM(MM) (P), BCCL, 6 Lyons Range, Kolkata 700 001
8. Chief General Manager (C&F) Deptt., BCCL, 6 Lyons Range, Kolkata 700 001
(5 copies)
9. M/s. Argo International Corporation, 5/12, Netaji Nagar (Ground Floor), Kolkata 700 040, (Phone: 033-24217771, Fax: 033 2421 7772)
10. The Secretary, Shipping Co-ordination Committee, Ministry for Shipping and Transport, Government of India, New Delhi 110 001- along with two copies of order.
11. M/s Balmer Lawrie & Company Ltd(Logistic Services)21,Netaji Subhash Road ,Kolkata,700001,Tel no. 033-22225477/5481,Fax no. 033-22225282 along with copy of original order.

SM(MM

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.

PRICE FALLCLAUSE.

- 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 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.

ANNEXURE-A

Detailed technical specification

SL NO	Description	Specifications
01	AUX CONTACT ASSY Pt No - 136C25111 (2NC)	These are auxiliary contacts of GE,USA make DC contactor Model – DS2801AYIY6G1, 600V, 2500A Model – DS303A, 600V, 600A, control voltage – 125. These contractors are fitted in hoist / swing & propel transfer panel of Marion 182M shovel.
02	AUX CONTACT ASSY Pt No - 136C25111 (2NO)	
03	AUX CONTACT ASSY Pt No-136C25111 (1NO +1NC)	
04	AUX CONTACT ASSY Pt No - MP324018 (1NC)	
05	TRANSFORMER CVT-1KVA Pt No - MP212654	Constant voltage transformer for Mini / Micro computer of PLC 90-70 of Marion 182M shovel. Input – 110-120/220-240/380-415V, AC, 50Hz Output - 110/120/220/240V AC Ratings – 1000VA
06	DC 2000 TERMINAL BOARD / 3TBA CARD Pt No - 62039731 / 2554011	Connection cable harness suitable for GE, USA make DC 2000 drive system of Marion 182M shovel.
07	CPU MODULE Pt No - 12325226	Microprocessor unit of GE Intelligence, USA make PLC 90-70 control system of Marion 182M shovel.
10	SWITCH METER LOCK Pt No - 12258690	These components are for GE, USA make HT cubicle of Marion 182M shovel
11	SWITCH METER LOCK Pt No - 12258685	
12	AUXILARY INTER LOCK Pt No - MP429634	
13	INTER LOCK ASSY Pt No - MP188549	