



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/200050/Spares/182M shovel//11-12/148

dtd 29.09.2011

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

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

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

Sub: Supply of electrical spares for 182 M Marian 10 cubic mtr shovel Shovel

Ref: (i) Tender No. Pur/200050/Spares/182M shovel//10-11/64  
 opened on 24.11.2010

Your offer No.Q-153433 dtd 22.11.2010 submitted by Argo International  
 Corporation. Kolkata (India) and subsequent communication dtd 23.03.11 and  
 dtd 21.09.11

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 Barora Area, as per description, Part no.  
 ,rate ,terms & conditions detailed here under:

| SL. NO                                                                                                 | Mat code    | DESCRIPTION | PART NO                      | No. Qty in no. | Basic (Ex works) Unit rate in US\$ | Extended value in US\$ |
|--------------------------------------------------------------------------------------------------------|-------------|-------------|------------------------------|----------------|------------------------------------|------------------------|
| 1                                                                                                      | 15557990284 | DCFB Card   | MP254140/<br>GE#DS200DCFBG1B | 01             | 9425.00                            | 9425.00                |
| Add 1.5% Inland freight up to US Port for FCA charges up to New York Port subject to min of US\$ 150/- |             |             |                              |                |                                    | \$150.00               |
| <b>TOTAL FOB/FCA VALUE EX-US PORT</b>                                                                  |             |             |                              |                |                                    | <b>\$9575.00</b>       |

**FOB/FCA Order Value US\$ 9575.00 (US\$ Nine thousand five hundred seventy five only )**

Terms & Conditions:

|                 |                                                                                                                                        |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Price</b>    | Ex-GE Factory & firm through out the delivery period. To arrive FOB /FCA Air port value, 1.5% charged extra subject to min. US\$150.00 |
| <b>Delivery</b> | Within 6 months from the date of opening of letter of credit. The materials should be duly packed for export shipment.                 |

|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mode of Shipment<br>(Only by Air shipment ) | <p><b>By Air Shipment</b> / ocean transport from USA port . Shipping arrangements will be made by the Ministry of Shipping &amp; 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.</p> <p>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 &amp; Transport, Govt. of India through their forwarding Agent/Nominees.</p> <p><b>Airway charges will be paid to freight forwarder by the port consignee as mentioned under.</b></p> <p><b>Air shipment will be made by overseas associate of M/s Balmer Lawrie &amp; Company Ltd, 21 Netaji Subhash Road, Kolkata-700001(Logistic Service, Tel no. 033-2225477/ 5481: Fax no. 033-2225282 , mob no. 09831071168,Sri Baidyanathan.(Air freight forwarder)</b></p>                                                                                                                                                                                                                                   |
| Port of Destination                         | <b>Kolkata Air port, Kolkata, India</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 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, BCCL Dhanbad.<br>( TIN no.20121500733 ) 9470596609                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Payment term                                | <p>100% payment of the net FOB /FCA 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. LC (letter of credit ) will be 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,44-04,21<sup>st</sup> Street, Long Island City, New York,NY11101, USA having swift code :NFBKUS33; Account # 3504000005</p> <p>Original + 5 non-negotiable copies of <b>Airway bill</b>/bill of lading</p> <p>Eight (08) copies ( 1 original + 7 copies ) of commercial Invoice duly signed indicating FOB /FCA 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</p> <p>Six (06) copies of Works Inspection 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| Forwarding copy of dispatch documents | Simultaneously to the presentation of concerned documents, supplier shall Airmail one (01) copy of each Shipping Documents as specified above to the following:<br>The General Manager (MM)(PUR), BCCL, Koyla Bhavan, P.O. BCCL Township, Dhanbad – 826 005, Jharkhand (India)<br>Port & Ultimate Consignee as indicated above<br>Paying Authority as indicated above                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                             |                                                                               |
| Insurance                             | The Air/Ocean 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):<br>Order Ref. No. & date<br>Letter of Credit No. & date<br>Airway bill/Bill of lading No. & date<br>Port of dispatch/gateway air port and Vessel name<br>Description of materials and No. of packages shipped<br>Weight of packages<br>F.O.B./FCA value<br>Freight amount payable<br>Ultimate Consignee                                                                                                                                                          |                                                                             |                                                                               |
| Packing & Marking                     | The materials should suitably & securely packed for shipment by Air/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.<br>Each case shall have the under noted shipping marks stenciled on two opposite sides and top there of . |                                                                             |                                                                               |
|                                       | THE Chief General Manager<br>C & F Division<br>Coal India Ltd<br>Kol kata-700001                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | COAL INDIA LIMITED<br>I<br>N<br>I N D I A<br>I<br>A<br>KOLKATA<br>Order no. | THE Chief General Mana<br>C & F Division<br>Coal India Ltd<br>Kol kata-700001 |
| 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, 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) without any modification (deletion / addition). Item must be as per design of OEM                                                                                                     |
| After Sales Service | You should provide after sales service on call. Any complaint should be attended within 7 days of reporting and resolving within 21 days.                                                                                                                                                     |
| Liquidated Damages  | As per Annexure-I (enclosed)                                                                                                                                                                                                                                                                  |
| Price Fall Clause   | As per Annexure-I (enclosed)                                                                                                                                                                                                                                                                  |
| Bank Charges        | All Advising/Foreign Bank charges, i.e. Bank charges in your country will be borne by the beneficiary.<br>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 distributor of overseas OPM                                                                                                                                                                                                                                                    |
| 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.                                                                                                                                                    |
| 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 No.:** No. RS/01/LP/09-10/1170 dated 19.02.10 and RS/01/LP/09-10/1201 dtd 04.03.10 (IR no. 050(10-11) dtd 13.07.2010

**Budget Certification No.:** BCCL/ HQ/Pur.Fin./store budget/Rev budget /11-12/HEMM Spares/HQ Excv/288 dated 29.09.2011 for Rs.670712.87 (Rs.Six Lakh seventy thousand seven hundred twelve and paise eighty seven only) and FC no. 161 dtd 29.09.2011

Yours faithfully,

(A K Sinha)  
Sr Manager (MM)

Enclosures- Annexure-I

Copy to:-

1. Chief General Manager, Barora Area, Area-I, BCCL
2. General Manager (Excv.), Koyla Bhavan
3. Area Finance Manager, Barora Area
4. Depot Officer, Barora Regional Stores, BCCL, Dhanbad –
5. GM (F)MM, Purchase Fin Deptt. Koyla Bhavan
6. Tech. Cell, MM Divn.
7. Dy. CMM (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. M/s Balmer Lawrie & Company Ltd, 21 Netaji Subhash Road, Kolkata-700001(Logistic Service, Tel no. 033-22225477/ 5481: Fax no. 033-22225282 , mob no. 09831071168,Sri Baidyanathan.
11. The Secretary, Shipping Co-ordination Committee, Ministry for Shipping and Transport, Government of India, New Delhi 110 001- along with two copies of 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.

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

**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 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.

