



**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/200231(A)/Electrical Spares/24/96 Dragline/11-12/ 170

dtd 29.10.2011

**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 Electrical Spares for 24/96 Drag line.

Ref: (i) Tender No. Pur/200231(A)(08-09)//Electrical Spares/24/96 Dragline/10-11/58  
 opened on 08.11.2010

Your offer No.Q-149903 dt. 20.10.2010 submitted by Argo International Corporation. Kolkata (India) and authorised by GE, USA dtd 19.10.2010 subsequent communication vide letter dtd 30.12.2010, dtd 23.03.2011, dtd 6.07.2011 and dtd 21.09.2011

Dear Sirs,

With reference to above, we for and on behalf of BCCL, hereby place order for supply of electrical spares suitable for 24/96 Dragline, deployed at Block-II Area of BCCL, as per description, Part no., rate, terms & conditions detailed here under:

- a) Total no. of items -30 (As per item list detailed at Annexure-A) enclosed.
- b) Total FOB value - US\$ 57778.88

**Terms & Conditions:**

<b>Price</b>	Ex-GE Factory & firm through out the delivery. To arrive on FOB any Sea/Air port of USA value 1.5% of Ex works price charged extra subject to min. US\$250.00
<b>Delivery</b>	Delivery should be completed within 24-36 weeks from the date of receipt of letter of credit. The materials should be duly packed for export shipment.

Mode of dispatch	<p>By 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, 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 ). 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.</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 &amp; Transport, Govt. of India through their forwarding Agent/Nominees.</p> <p>The marine freight will be paid to freight forwarder by the port consignee as mentioned under.</p> <p>Partial shipment is not allowed,Trans shipment is not allowed.</p>
Port of Destination	Kolkata Sea 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, Block-II Reg. Stores, Block-II Area. Dhanbad, Jharkhand , India.(Mob no. 9470596014 ),TIN no. 20821500736.
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.LC will be valid for 7 weeks beyond the delivery period 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 Bill of lading</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</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

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 Chief 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						
Insurance	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): Order Ref. No. & date Letter of Credit No. & date Bill of lading No. & date Port of dispatch and Vessel name Description of materials and No. of packages shipped Weight of packages F.O.B. Value Freight amount payable Ultimate Consignee						
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><tr><td rowspan="2">THE Chief General Manager C &amp; F Division Coal India Ltd Kol kata-700001</td><td>COAL INDIA LIMITED</td><td rowspan="2">THE Chief General Manager C &amp; F Division Coal India Ltd Kol kata-700001</td></tr><tr><td>I N I N D I A I A KOLKATA Order no.</td></tr></table>			THE Chief General Manager C & F Division Coal India Ltd Kol kata-700001	COAL INDIA LIMITED	THE Chief General Manager C & F Division Coal India Ltd Kol kata-700001	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	COAL INDIA LIMITED	THE Chief General Manager C & F Division Coal India Ltd Kol kata-700001					
	I N I N D I A I A KOLKATA 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 warranty of 12 months from the date of fitment or 18 months from the date of delivery which ever is earlier. In case of any defect, the materials shall be replaced free of cost on F.O.R. destination basis (at ultimate consignee end)In case						

	of wrong /defective supply, firm will have to replace item free of cost on FOR destination basis at ultimate consignee end within 30 days of intimation from BCCL.
Identification mark	Items supplied will be embossed, engraved or tagged with logo or part no. of manufacturer.
Fitment Guarantee	The firm must give fitment guarantee regarding fitment of spares in Ransoms & Rapier (24/96) W2000 Dragline of Block-II OCP, Block- II Area (Machine Sl.No.1320) without any modification (deletion / addition). Items must be as per design of OEM
After Sales Service	After Sale Service will provided by you to the end user as and when required..
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 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
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 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: 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. 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. 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.
Agency commission	No Indian Agent is involved and no payment on account of Agency commission shall be made

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/B-II/15/MB/27/08-09 dtd 18.01.2008 (IR no. 0231(08-09) dtd 19.02.09

**Budget Certification No.:** BCCL/ HQ/Pur.Fin./store budget/Rev Budget/11-12/HEMM Spares/HQ Excv/312 dated 20.10.2011 for Rs.4438215.00 (Rs.Fortyfour Lakh thirty eight thousand two hundred fifteen only ) and FC no. 188 dtd 29.10.2011

Yours faithfully,

(A K Sinha)  
SM (MM)PUR

(A K Chaudhary)  
Chief Manager(MM) (PUR)

Enclosures- Annexure-I and item list as Annexure-A

Copy to:-

1. General Manager, Block-II Area, , BCCL
2. General Manager (Excv.), Koyla Bhavan
3. Area Finance Manager, Block-II Area, BCCL Dhanbad
4. Depot Officer, Block –II area , 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. 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)

CM (PUR)

**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 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.