



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chief General Manager(MM)
Commercial Block L-III , Koyla Bhawan : Koyla Nagar
Dhanbad : 826 005
(Phone No.: 0326 – 2230181 , Fax No. – 0326 -2230183)
Under Jurisdiction of Dhanbad Court only

Ref. No.PUR/200109/Carbon brushes &holders/ SWS/12-13/17 dtd 7.05.2012

PURCHASE ORDER
BY REGD.POST
Vendor Code: 1/13/M/X/135

To
M/s. R. Traders
OM BHAWAN
P.O. DHANSAR
DHANBAD 828106

Sub: Supply of Carbon Brush holders & Carbon Brush for Motor /Generator of EKG/EQC
4.6/5.0 Cubic mtr shovel.

Ref: i) Our tender no. PUR/200109/Carbon Brush & holders/ for Motor & Gen/10-11/domestic/e-tender/122 opened on 28.02.2011 (off line) & dtd 01.03.11 (on line).

ii)Your offer No. RT/BCCL/10-11/02-02 dated 25.02.11 & subsequent letter no. letter No. RT/BCCL/11-12/04-19 dated 23.04.2011, dtd 16.03.2012 and dtd 14.04.2012 and authorisation of Block Cutter of M/s Assam Carbon Products Ltd dtd 18.02.2011and dtd 20.04.11.

Dear Sirs,

With reference to above we, for and on behalf of BCCL, hereby place order for supply of Carbon Brush holders and Carbon Brush for Motor /Generator of EKG/EQC 4.6/5 cubic mtr shovel as per details given below:

Scope of Supply:

Sl No	Mat code	Description	Sizes (in mm)	Grade of Carbon brush	Qty in nos.	Unit price in Rs	Amount in Rs
1	15506996733	CARBON BRUSH HOLDER FOR 200KW HOIST GENERATOR (BHEL)	25 X 32 X 40		618	82.00	50676.00

2	15506995022	CARBON BRUSH HOLDER FOR 120KW SWING GENERATOR (BHEL)	20X32X40		948	81.00	76788.00
3	15506993343	CARBON BRUSH HOLDER FOR 12KW EXCITER GENERATOR (BHEL)	16X25X32		214	53.00	11342.00
4	15525994074	CARBON BRUSH HOLDER FOR 12KW EXCITER GENERATOR (KEC)	16X25X32		228	55.00	12540.00
5	15506995738	CARBON BRUSH HOLDER FOR 200KW / 175KW HOIST MOTOR (BHEL)	25X50X60		218	355.00	77390.00
6	15501981402	CARBON BRUSH HOLDER FOR 60KW SWING MOTOR (BHEL)	20X32X40		276	195.00	53820.00
7	15501981027	CARBON BRUSH HOLDER FOR 54KW CROWD / PROPEL MOTOR (BHEL)	16X32X40		267	188.00	50196.00
8	15501981003	CARBON BRUSH HOLDER FOR 54KW CROWD / PROPEL MOTOR (KEC)	20X32X40		414	81.00	33534.00
9	15501981394	CARBON BRUSH HOLDER FOR 3.3KW TRIP MOTOR (BHEL)	12.5X16X25		86	65.00	5590.00
10	15506995738	CARBON BRUSH	25X50X60	EG251	640	380.00	243200.00
11	15501984381	CARBON BRUSH	25X32X40	EG236S	2568	154.00	395472.00
12	15501961041	CARBON BRUSH	20X32X40	EG236S	2719	137.00	372503.00
13	15501997021	CARBON BRUSH	16X32X40	EG251	857	107.00	91699.00
14	15501980276	CARBON BRUSH	16X25X32	EG236S	575	75.00	43125.00
15	15506994849	CARBON BRUSH	12.5X16X25	EG251	114	75.00	8550.00

				Sub total	In Rs	1526425.00
				Extra VAT @5%		76321.25
				FOR destination Value		1602746.25

Note :Technical specification enclosed as Annexure-A

Terms and conditions :

01	Price	Firm and F.O.R. destination.
02	ED & Cess	Nil , if applicable, it will be borne by the supplier.
03	VAT	Extra JVAT @ 5% against Form JVAT 404.
04	P&F, Frt. & Ins.	Nil
05	Payment Term	100% within 21 days of the receipt and acceptance of goods at consignee's end or from the date of receipt of Bill, whichever is later at consignee end . Payment shall be made through Electronic fund transfer (EFT) which you are requested indicate your EFT A/c no. name of Bank branch, MICR code/IFSC code, RTGS code in your invoice for facilitating payment through EFT.
06	Delivery	Within 3-6 months from the date of receipt of order.
07	Warranty/Guarantee	For Carbon brush Holder – 18 months from the date of supply or 12 months from the date of fitment, whichever is earlier. For Carbon Brush - 18 months from the date of supply or 600 hours / full length working after fitment without any deterioration in carbon brush and its fittings.
08	Price Fall & L.D. Clause	Applicable as per Annexure-I (enclosed)
09	After Sales Service	You will provide immediate after sales service on call as per supply order.
10	EMD & SD	Exempted being NISC registered
11	Fitment Guarantee	Offered item should be suitable for fitment in the motor/generator of EKG/EQC 4.6/5 cubic mtr shovel without modification.
12	Logo	Supplied items should have either embossing or print indicating manufacturers name/ logo, grade of brush (as per IS 13466/92) in a place where normal wear is not possible.
13	Submission of Bills	100% value of bill duly stamped & pre-receipted Bill in 6(Six) copies as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with challan, packing list if any, guarantee/warranty certificate, Fitment Certificate, and other relevant documents specified in the order.
14	Consignee	The Depot Officer, Central Stores Jealgora, BCCL, Dhanbad
15	Paying Authority	GM (F)MM (Pur.), Purchase Finance Deptt. , Bharat Coking Coal Ltd., Koyla Bhawan, Dhanbad.
16	Inspection	By the Consignee at Consignee's end.
17	Mode of Dispatch	By Road. on freight paid basis .
18	Price certificate	The firm will certify on the body of the bills that the prices charged to BCCL are not higher than charged to any other Govt.Deptt., PSU or CIL or its subsidiaries and other organisations.
19	Inspection & Test clause	i)The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. ii)The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes. iii)If the inspections and tests is conducted on the premises of the supplier or

		<p>its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.</p> <p>iv)Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.</p> <p>v)The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods.</p> <p>vi)Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.</p>
20	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>
21	Make	R Traders make. Carbon Brush made out of Carbon Block of M/s Assam Carbon Products Ltd. The warrantee./guarantee for quality and any manufacturing defects & after sales service will be provided by Assam Carbon Products Ltd .
22	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.

This purchase order/ contract is issued with the approval of 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.& date:

2422201108 dtd 07.08.2010 (I.R. No.0109 (10-11) dtd 21.10.2010

Budget certification No. & date:

BCCL/HQ/Pur. Fin./ Store Budget/Adhoc Budget/12-13/HEMM Spares/HQ Excv/40 dt.04.05.2012
for Rs. 1602746.25 and FC no. 18 dtd 4.05.2012 for Rs 1602746.25
Encl : Annexure-I & Annexure-A

For & on behalf of BCCL

Yours faithfully,

(A K Sinha)
Sr Manager (MM)

Copy to:-

1. General Manager (Excv.), Koyla Bhavan
2. Depot Officer, Central Stores Jealgora, BCCL, Dhanbad
3. GM (F) MM, Purchase Fin Deptt. Koyla Bhavan. Dhanbad
4. Tech. Cell, MM Divn./ Office copy
5. M/s Assam Carbon Products Ltd, Everest, 46-c, Chouranghee, Kolkata-700071
6. Master copy

Annexure-A

TECHNICAL SPECIFICATION

Applicable for DC Motor / Generators up to 200KW of EKG/EQC 4.6 / 5.0 Electrical Rope shovel
For Carbon Brush Holder

- 1) All brush holders are to be strictly as per original specification confirming to original drawing and material specification supplied by the OEM.
- 2) Specific pressure of carbon brushes is 150-to 200gm/sq. cm for generator & 200 to 400 gm / sq. cm for motors are to be maintained by the brush holders spring.
- 3) The carbon brush tail fixing screws & washers, holder fixing bolts, plates & washers are to be provided as per original & IS specification.

For Carbon brush

- 1) The carbon brushes should be made out of Assam Carbon make graphite carbon block of EG 236S/EG251 grade
- 2) The final dimensions of all sides of the brushes should be grind finished as per our dimensions strictly.
- 3) The voltage drop across the brushes at rated condition should not be more than 2.5 volts.
- 4) The tails of the brushes are to be fixed for carrying current five times the rated one for one minute.
- 5) Bidder furnished the following technical parameters in their technical bid for their offered grade of carbon brush

Sl No	Parameters	Unit	EG236S grade	EG251 grade
01	Resistivity	Micro- Ohm / cm	3000-5400	4000-6500
02	Transverse Strength	Kg / cm ² Kg / cm ²	170-250	180-270
03	Approx Density	gms / cc	1.50-1.66	1.60-1.76
04	Hardness	Shore	50-65	55-70
05	Voltage Drop	Volts / Brush	1.00-1.50	1.20-1.80
06	Normal Current Density	Amps / cm ²	70-11	60-9.5
07	Av co-efficient of friction		0.10-0.15	Less than 0.10

- 6) With the supply of carbon brushes, three copies of test certificates (as per IS 13466:1992) shall be produced with following details :
Brush drawing number (manufacturer drawing number)
Brush grade & name / logo of manufacturer
Result of type test & acceptance test carried out as per IS 13466:1992

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 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.