Dear Sirs,

Sub: Notice Inviting Tender for supply of Coal Tubs of five different sizes

1. Sealed tenders are invited in duplicate only from the proven manufacturers or their authorised sole selling agents / distributors authorised by their manufacturer to offer against this tender, for supply of above to BCCL as per annexure “A”. (PROVEN MEANS THOSE MANUFACTURERS OR EXCLUSIVELY AUTHORISED SOLE SELLING AGENT WHO HAVE SUPPLIED TENDERED ITEMS IN PAST TO a) OEM OR b) TO THE MINING INDUSTRY AND/OR TO THE OTHER INDUSTRIES (PRIVATE OR GOVERNMENT/ PUBLIC SECTOR UNDERTAKING – INDIGENOUS OR GLOBAL) AGAINST REGULAR (FIRM) ORDER (NOT TRIAL ORDER) PLACED BY COMPANY’S HQ. FOR THIS PURPOSE THE FIRM SHOULD SUBMIT AUTHENTICATED COPY OF SUCH PURCHASE ORDERS RECEIVED BY THEM. HOWEVER TRIAL ORDERS PLACED BY BCCL CO. HQ. MAY BE CONSIDERED IF THE FIRM OBTAINS PROVEN STATUS ON PERFORMANCE BASIS AGAINST SUCH TRIAL ORDERS.

2. The offers are to be submitted before the closing date and time as mentioned above. Late tenders will not be considered.

3. Tenderers may be deposited in person by the tenderer in the Tender Box kept at Tender cell, Purchase Department, office of the CGM(MM), Bharat Coking Coal Limited, Commercial Block, Level –III, Koyla Bhawan, Koyla Nagar, Dhanbad or sent by post or courier to the above address. Bharat Coking Coal Limited, however, do not take any responsibility for loss of tender in transit. Tender must be received on or before the due date and time of submission of tender.
Tender received after due date of submission of the tender shall not be considered. No request for relaxation in this respect will be entertained.

4. Tenders sent through telegram, telex, Fax or E-Mail will not be considered.

5. Tender documents/forms purchased by one firm are not transferable to another firm.

6. The tender document is divided into the following parts:
   i) Annexure ‘A’ - Technical specification
   ii) Annexure ‘B’ - Commercial terms without price.
   iii) Annexure ‘C’ - Check List

7. (a) The offers are to be submitted in three parts. The first part “Part-I i.e. Techno-commercial offer” should contain the detailed Technical and commercial terms of the offer. In other words it contains the required details as per annexure A to C as stated at clause 6. However, this should not contain the price. The envelope should be sealed superscribed with the tender number and the date of opening and must mark Part I
   (b) The second Part “Part-II i.e. Price Bid” should contain the details of price only. The envelope should be sealed superscribed with the tender number and the date of opening and must mark Part II.
   (c) “Part – III” [Applicable for those tenderers who will download tender documents from our web site.]
   In this case the intending tenderer must enclose the requisite tender fee as Bank Draft from any schedule Bank drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad in the “Part – III ” envelope. The envelope shall be sealed, superscribed with tender number and due date of opening and must mark “Part-III”. All the envelopes containing the tender shall be properly sealed. Envelopes stapled shall not be accepted. The name and address of the bidder must also be indicated on the envelopes. Please note that envelopes stapled shall not be accepted.
   All these three sealed envelopes i.e. “Part – I” [Techno-commercial bid] , “Part- II” [Price bid] and “Part – III” [Requisite tender fee as indicated in the tender notice] should be kept in a bigger envelope giving details of the tender No. and due date and time of submission and opening along with the name and address of the bidder.
   In absence of “Part-III” envelope offer shall be rejected out rightly without any reference for those tenderers who have downloaded the tender documents from our website.

8. Part - I (Techno commercial Offer) and “Part – III” (Tender fee) will be opened on the due date of tender opening in presence of the authorised representative of the attending bidders in the office of CGM(MM), Koyla Bhawan.

NOTE.
   a) Tenders not submitted in the above manner will not be accepted.
   b) If tenderer disclose their price in the techno-commercial bid(Part-I), the offer will be re-sealed and will be treated as invalid offer by the Tender opening Committee.

9) The price bids i.e. Part- II of only those tenders whose Part- I is found to be techno-commercially acceptable to BCCL will be opened later on. Date and time of opening will suitably be intimated to such bidders whose offers are found techno-commercially acceptable.

10. Bharat Coking Coal limited reserves the right to accept or reject any or all offers in part or in full without assigning any reason thereof. No dispute of any kind can be raised against this right of the buyer in any court of law or elsewhere.

11. Earnest Money:
   a) An Earnest money of Rs. 10,00,000/- in terms of Bank Draft of any schedule Bank or Nationalised Bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad
must accompany the Part I (Techno-commercial offer) otherwise offer shall be considered unresponsive.

b) If it is accompany the Part-II (Price bid), it will be presumed that tenderer has not deposited the requisite Earnest money and their offer shall be considered unresponsive.

12. Security money – Successful tenderer are required to deposit security money in the form of Bank Draft/ Bank Guarantee of any schedule Bank of 10% value of the order (value means F.O.R destination price) within 15 days from the date of receipt of order. Bank Draft should be drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad. In case they fail to deposit the same, the order shall be cancelled and the case shall be processed to order elsewhere and the firm’s performance is to be kept recorded for future dealings with them. The security will be refunded to the firm within 30 days of satisfactory execution of the contract. (Execution of the contract means successfully completion of supply against the order) For unsatisfactory performance and/or contractual failure the security money shall be forfeited. Please note that security money may be converted in to Performance Bank Guarantee wherever required. Please note that validity of Performance Bank Guarantee shall be as per clause 11(a) of Commercial terms & conditions. Please confirm the acceptance of this clause clearly.

13. State/Central Govt. Organisation/PSU & Valid DGS&D/NSIC/Ancillary Unit of BCCL registered (for tendered items), firm shall be considered for exemption for submission of EMD/Security money, if they can submit these documents after duly signed by Notary Public.

14. The bidders must give a declaration that they have not been banned or de-listed by any Government or quasi-Government agencies or PSUs. If a bidder has been banned by any Government or quasi-Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive.

15. Bharat Coking Coal Limited reserves the right not to make any procurement against this tender without assigning any reasons.

16. Tenders of those tenderers who suo moto offer different prices or change the terms which effects the quoted price of the firm within the validity of the offer shall be treated as invalid offer ab initio and the action against such tenderer as per CIL rules / procedure will be taken.

17. ALL CONTRACTS WILL BE IN ACCORDANCE WITH THE PREVALENT INDIAN LAW AND ALL DISPUTES ARE SUBJECT TO THE JURISDICTION OF DHANBAD COURT ONLY.

IMPORTANT NOTE:

(i). The agencies are requested to go through all the Annexure and furnish specific replies to each question raised therein.

(ii). Printed terms and conditions of the vendor shall not be considered. Tenderers are requested to submit their offer complete in all respects maintaining serial number of items, terms and conditions as per tender documents along with all supporting documents failing which offer may not be considered.

(iii). Normally no deviation is acceptable to our tender documents. Terms & Offers which are in deviation are liable for rejection without asking back reference to the tenderers. Offers as asked must be submitted complete in all respects.
(iv). Self attested copies of orders received from subsidiaries of CIL for the quoted items should be submitted along with the quotation in the Part-I (Techno-commercial offer). List of past supply with the details of order reference and the performance report if any should be furnished along with the offer.

(v). The complete offer should be typed in the letter head of the tender (Hand written quotation will be summarily rejected). If firm’s letter heads are not sufficient to accommodate technical and pricing details preferably bigger papers may be used, such sheets along with other pages of the offer should be signed and stamped by company’s authorised signatory.

(vi). All pages of tender documents should be signed including all enclosures submitted with the tender except printed leaflets/catalogue and have company’s seal. This is must otherwise offer shall be rejected.

(vii). Erased and over written quotations will be summarily rejected and unless corrections are authenticated with the tenderer’s signature.

(viii) BCCL reserve the right to increase or decrease the tendered qty against any/all the items of the tender.

(ix). The tenderer must submit separate sheet in Part ‘I’ (Techno-commercial offer) indicating any deviation in their offer from the Technical and Commercial terms specified/required.

(x). Offers of those tenderers will not be considered commercially acceptable who did not successfully execute previous order placed on them by BCCL despite giving commercial notice and against to whom penal action have been initiated for breach of contract.

(xi) In case a firm is proven for a sub assembly of any particular equipment, it will be considered proven for component of that particular sub assembly of the equipment only.

(xii) Purchase preference policy as per Govt. of India’s Office memorandum No. DPE 13(12)/2003 – Fin.vol. ii dated 18th July 2005 valid upto 31.03.2008 is applicable for any Govt. Deptt./PSU tender. It is applicable to contract of value of 5 crore and above but not exceeds 100 crore.

(xiii) As per central vigilance commission(CVC) guidelines, no post tender negotiation may be held except in case of proprietary purchase or for items with limited source of supplies (negotiation in such case may be held only with L-1/preferred L-1 vendor)

(xiv) If any L-1 tenderer do not have adequate capacity to supply full qty. tendered, the uncovered qty. order may be distributed to L-2 tenderer at L-1 rate.

Notwithstanding anything said above, BCCL reserves to follow in guideline or instruction received from the Govt. of any statutory bodies from time to time.

Encl: As above Yours faithfully

For & on behalf of Bharat Coking Coal Limited.
1. Part-I i.e. TECHNO COMMERCIAL OFFER should contain the following (but not the price of any item):

   i) Name and address of the original Manufacturer along with full details of the contacts persons, Telephone No, Fax No., E. Mail address etc.

   ii) Details of order received giving the name of the buyer, their address and country, date of order and number/quantity item ordered and supplied. Specific details should be given regarding the item supplied with full address of the user, so that the same can be verified if felt necessary.

   iii) Details of collaborations, if any.

   iv) Details of After Sales Service to be provided, namely address of service depots, if any, strength of after sales service personnel and their qualifications and backgrounds.

   v) Details of Training offered, if any.

   vi) Details of quality control measures/stage inspections carried out. Accreditation of any approved std. quality control institute or organization may be indicated certifying the quality system of the bidder.

   vii) Details regarding location of the works. The purchaser reserves the right to inspect the works of the bidder. What are the facilities they will provide to carry out pre despatch inspection in stages of manufacturing process, if buyer wish to do so.

   viii) A statement certifying that the bidder accepts all the commercial terms and conditions of Bharat Coking Coal Limited given in this bid documents without any reservation what so ever.

2. (A) PART II i.e. PRICE BID should contain the following:

   i) Rate (Prices) must be quoted FIRM & FOR Destination basis with the following break up.

      a) Ex-Works Price

      b) Freight, Insurance, Packing & Forwarding charges on lump-sum basis.

      c) Excise duty if applicable (It will be payable extra on Ex-works price basis)

      d) Sales Tax (It will be payable extra as applicable)

   NOTE: - 1. Please confirm in the technical bid Part-I that their rate is not inclusive of sales tax otherwise their offer may be ignored. However if their rate is inclusive of Ex-duty they must indicate the applicable rate of Excise duty in the technical bid i.e. Part-I

      2. The rate must be indicated both in figure and words. If there is difference between both, the amount appearing in words shall be taken for consideration.

   i) In case of direct import by us (BCCL), price will be on F.O.R. delivery Port basis only. The Price must be on FIRM basis.

   ii) In case of Imported stores and prices are in Indian rupees on FOR destination basis, only applicable sales tax and statutory local levies (if any) will be payable extra. The price must be on FIRM basis.
iii) Conditional discount including quantity discount will not be considered for comparative purpose. Cash discount or Prompt payment discount will also be treated in the same manner. However only unconditional discount will be taken into account for comparative evaluation to ascertain the competitiveness of the tender. In case of F.O.B price all discount attracts custom duty etc. except trade discount.

iv) In case of imported stores other than direct import by BCCL, the firm should quote FOR destination price in Indian rupees and firm shall give a certificate along with their offer of their auditors certifying that they have paid custom and other applicable duties as per prevailing custom rate and refund if any shall be passed on to the buyer.

2 (B) – Detail evaluation of financial bids.

2 (B) (a) In spite of mentioning that offers should be submitted by the tenderers on FOR destination basis as per clause 2(A)(i) above, in case a tenderer does not specify the basis of price or quoted on ex-works or FOR despatching station basis, the price will be loaded to arrive at the F.O.R. destination price on the following manner.

<table>
<thead>
<tr>
<th>Approximate distance of dispatching Station from Consignee’s end.</th>
<th>Percentage FOR dispatching station price regarding Freight.</th>
<th>Packing and Forwarding Charges</th>
<th>Transit Insurance Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Above 2001 Km</td>
<td>5%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>1501Km - 2000 Km</td>
<td>4%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>1001 Km -1500 Km</td>
<td>3%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>501 Km – 1000 Km</td>
<td>2%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>Below 500 Km</td>
<td>1%</td>
<td>2%</td>
<td>½%</td>
</tr>
</tbody>
</table>

2 (B) (b) In case of Imports, the tenderers are required to quote on FOB delivery port basis. The total price will be estimated in the following manner to arrive at the CIF price & landed price of the import offers.

<table>
<thead>
<tr>
<th>Sl.no</th>
<th>Description</th>
<th>Imported from USA, Canada and Japan</th>
<th>Imported from European and other countries.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Freight &amp; Insurance</td>
<td>12% of FOB value</td>
<td>10% of FOB value</td>
</tr>
<tr>
<td>2</td>
<td>Insurances Charges</td>
<td>1/2% of FOB value</td>
<td>½% of FOB value</td>
</tr>
<tr>
<td>3</td>
<td>Custom Duty</td>
<td>As applicable</td>
<td>As applicable</td>
</tr>
<tr>
<td>4</td>
<td>Port handling and clearance Charges, Inland transportation and other miscellaneous charges</td>
<td>5% of FOB value</td>
<td>5% of FOB value</td>
</tr>
</tbody>
</table>

To arrive the FOR destination Price in Indian Rupees, the exchange rate published in National Newspaper applicable on the date of opening of Price Bids will be taken. The applicable rate will be “Selling BC Rate”.

3. VALIDITY:- The offer must be valid for acceptance for a period of 6(Six) months from the date of opening tender. Offers will not be permitted to be withdrawn during this period.

4. ULTIMATE CONSIGNEE:- The materials may be consigned to any of the depot of BCCL.
5. PRICE VARIATION: i) Only FIRM price shall be quoted. No price variation will be allowed during the pendency of the contract excepting for price fall clause.
   ii) VARIABLE

6. PAYMENT TERM:-
   a) For indigenous supplies.
      100% within 30 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill, whichever is later by the consignee.
   b) For imported supplies if Price is on FOB basis.
      In case of imported items where the price is on F.O.B. value 90% will be paid against letter of credit. Balance 10% will be paid after receipt and acceptance of materials.
      Agency commission will be paid in Indian Rupee. Clearly indicate the quantum of Agency Commission included in the F.O.B Price.

7. Either the Indian Agent on behalf of the foreign principal or the foreign principal may directly bid in a tender but not both.
   If an agent participates in a tender on behalf of one manufacturer, he should not quote on behalf of another manufacturer along with the first manufacturer for the same item.

8. In case of indigenous supplies, Tenderers are required to furnish the following details/information in the techno-commercial bid Part-I for transferring the money to the supplier’s account through e-banking while making payment.
   a. Name of the Bank.
   b. Name of the Branch with complete address.
   c. Party’s Account Style.
   d. Party’s nature of Account.
   e. Party’s Account Number.

9. DELIVERY:-
   i) Required delivery schedule- Earliest Delivery period to be offered.
   ii) The bidder should be in a position to supply in specific delivery period at least 25% of the total tendered quantity, otherwise offer shall be considered unresponsive.
   iii) The delivery schedule quoted in the offer shall be firm and final. Delivery will be counted from the date of receipt of the order. Failure to supply the material in time may attract penalty as per clause No. 10
10. PENALTY FOR FAILURE TO SUPPLY IN TIME:
- As per Appendix -I

11. (a) GUARANTEE/WARRANTY/PERFORMANCE BANK GUARANTEE:
   As per Annexure “A” (Technical Specification)

12. PACKING FOR TRANSIT.
The bidder should confirm provision of proper packing of the goods to be shipped by them if order is placed on them as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and absence of heavy handling facilities at all the points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirement as shall be expressly provided for in the order.

13. QUALITY CONTROL MEASURE
The bidder shall furnish details of quality control measures being adopted by him, including any International/Indian standard being followed.

14. PRICE FALL CLAUSE:
- As per Appendix -II

15. 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
16. INSPECTION & TESTS.

i) The purchaser of its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.

ii) If the inspections and tests is conducted on the premises of the supplier or 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.

iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

iv) 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.

v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

For Chief General Manager(MM)
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 is 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 canceling 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.

APPENDIX-II

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.

The bidder should confirm their acceptance of the above clauses.
LETTER OF PERFORMANCE GUARANTEE.

1. Messrs ------------------------------- a company having its office at ------------------------------- hereinafter called the Seller has entered into a Contract No.----------------------------------------dt.------ -------------------(hereinafter called the said Contract) with Bharat Coking Coal Limited (hereinafter called , the Purchaser) to supply equipment on the terms and conditions in the said Contract.

   It has been agreed that hundred percentage( 100% ) payment of the value of the equipment will be made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee for the sum of --------------equivalent to 10 % of the value of each equipment and accessories dispatched by the seller as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by the purchaser by reason of any of the terms or conditions contained in the said contract.

   The------------------------ Bank having its office at --- ---------------- has at the request of seller agreed to give the guarantee herein after contained.

2. We,----------------------------- Bank Ltd.,do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said seller of any of the terms or conditions contained in the said contract or by reason of the seller’s failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between purchase and the seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding --------------------.

3. We,-------------------------------- Bank Ltd., further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the purchase under or by virtue of the said contract have been fully paid and its claim satisfied or purchase certified that the terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharged the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ----------------( date to be given---------------months from the date of Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We,, Bank Ltd. further agree with the purchaser, that the purchaser, shall have the fullest liberty without our consent and without affecting in any manner no obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser, against the said seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said seller or for any forbearance act or omission on the part of the purchaser, or any indulgence by the purchaser to the said seller by any such matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the bank beyond the period
specified above, the bank shall pay to this purchaser the said sum of -------------- or
such lesser sum as may than be due the purchaser and as the purchaser may demand.
5. We, ------------ Bank Ltd. lastly undertake not to revoke this guarantee during its
currency except with the previous consent of the purchaser, in writing.
6. The Bank has under its constitution power to give this guarantee and Mr. -----------
---- Manager, who has signed it on behalf of the Bank has authority to do so.
7. This Bank Guarantee will not be discharged due to the change in the constitution of
the Bank or the Contractor.

Date------------------------ Day of ----------------------------20

For ------------------------- Bank Limited

Signature of the authorised person
for and on behalf of the Bank
<table>
<thead>
<tr>
<th></th>
<th>Submission of Tender specific authorization, if dealer.</th>
<th>YES / NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Security-Money (Exemption allowed for State/Central Govt. Organization / PSU &amp; DGS&amp;D/NSIC registered for tendered items)</td>
<td>YES / NO</td>
</tr>
<tr>
<td>3</td>
<td>Declaration that the tenderer is not banned or delisted by any govt organization or PSU’s</td>
<td>YES / NO</td>
</tr>
<tr>
<td>4</td>
<td>Acceptance of Jurisdiction of Dhanbad Court and Jharkhand High Court in case of any legal disputes.</td>
<td>YES / NO</td>
</tr>
<tr>
<td>5a</td>
<td>Price must be FIRM</td>
<td>YES / NO</td>
</tr>
<tr>
<td>5b</td>
<td>Price must be on FOR Destination basis with break up as under :-</td>
<td>YES / NO</td>
</tr>
<tr>
<td></td>
<td>a) EX works price,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Freight &amp; Insurance,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) P&amp;F charges</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) ED if applicable</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e) Sales Tax.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>f) Other charges, if any</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>For Imported items price will be on FOR Delivery port and must be firm. (Discount against FOB price attracts custom duty etc.)</td>
<td>YES / NO</td>
</tr>
<tr>
<td>7</td>
<td>Validity of offer for period of 6 Months</td>
<td>YES / NO</td>
</tr>
<tr>
<td>8</td>
<td>Payment Terms: 100% within 30 days after receipt and acceptance of material for indigenous items.</td>
<td>YES / NO</td>
</tr>
<tr>
<td>8b</td>
<td>For FOB Price, 100% payment against letter of credit</td>
<td>YES / NO</td>
</tr>
<tr>
<td>9</td>
<td>Delivery Period</td>
<td>YES / NO</td>
</tr>
<tr>
<td>10</td>
<td>Acceptance of L.D Clause</td>
<td>YES / NO</td>
</tr>
<tr>
<td>11</td>
<td>Acceptance of Performance Bank Guarantee</td>
<td>YES / NO</td>
</tr>
<tr>
<td>12</td>
<td>Acceptance of Force majeure clause</td>
<td>YES / NO</td>
</tr>
<tr>
<td>13</td>
<td>Acceptance of Inspection Clause as per NIT</td>
<td>YES / NO</td>
</tr>
<tr>
<td>14</td>
<td>Acceptance of Warrantee/Guarantee</td>
<td>YES / NO</td>
</tr>
<tr>
<td>15</td>
<td>Acceptance of Price fall Clause</td>
<td>YES / NO</td>
</tr>
</tbody>
</table>

(Contd. Page - 2)
<table>
<thead>
<tr>
<th></th>
<th>Confirmation of acceptance of all other commercial terms as per NIT</th>
<th>YES / NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>Bank details</td>
<td>YES / NO</td>
</tr>
<tr>
<td>18</td>
<td>Acceptance of Ultimate Consignee</td>
<td>YES / NO</td>
</tr>
<tr>
<td>19</td>
<td>Acceptance of Price variation Clause</td>
<td>YES / NO</td>
</tr>
<tr>
<td>20</td>
<td>Acceptance of Packing for transit clause</td>
<td>YES / NO</td>
</tr>
<tr>
<td>21</td>
<td>Acceptance of Quality Control Measures</td>
<td>YES / NO</td>
</tr>
<tr>
<td>22</td>
<td>Submission of Tender Document with Check-List</td>
<td>YES / NO</td>
</tr>
</tbody>
</table>

**NOTE:** NON -ACCEPTANCE OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO REJECTION OF OFFER / THE OFFER MAY BE TREATED AS UN-RESPONSIVE.

**SIGNATURE OF THE TENDERER WITH SEAL & STAMP**
ANNEXURE- A

SCHEDULE OF REQUIREMENTS

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Item</th>
<th>Drg. No</th>
<th>Qty.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Coal Tub with draw bar &amp; 'D' Shackles, Pedestal block, clamp etc. (without wheel &amp; Axle) as per drawing and the standard specifications of following sizes:</td>
<td>301001</td>
<td>1105</td>
</tr>
<tr>
<td>2</td>
<td>Size 4’6”X3’X3’</td>
<td>301014</td>
<td>840</td>
</tr>
<tr>
<td>3</td>
<td>Size 5’ X 3’ X 3’</td>
<td>301020</td>
<td>280</td>
</tr>
<tr>
<td>4</td>
<td>Size 6’ X3’ X 2’6”</td>
<td>301019</td>
<td>50</td>
</tr>
<tr>
<td>5</td>
<td>Size 6’9” x 3’ x 2’</td>
<td>301021</td>
<td>90</td>
</tr>
<tr>
<td></td>
<td>TOTAL QUANTITY</td>
<td></td>
<td>2365</td>
</tr>
</tbody>
</table>

BROAD SPECIFICATION OF STD. AND NON STD. SIZE OF COAL TUBS

1. Standard Size

Brand new 4’6”X3’X3’ (1372 mm X 94 mm X 914mm) size coal tubs fabricated Deg. No. 30024 and with IS 2062 Steel section without wheel and axles and complete with drawbar (Drawbar should be 100% tested for proof load and NDT) as per DGMS circular No. of 2002 or amended up to date. The coal tube should be completed with shackles and pins, CI tub blocks, MS clamps, bolts, washers and nuts. The Coal tub should conform to Drawing No. 301001 (Rev.II) and further detailed specification indicated at annexure-B. Shackles and pins should conform to Drg. No. 30024 and DGMS circular No. of 986 and updated for which test certificate for 100% quantity will have to be furnished as per norms laid down in above circular of DGMS. The tub block and clamp assembly with bolts and nuts and washers must conform to Drg. No. 30025 enclosed except wheel and axles.

2. Different Non-Std. Size:-

Brand new coal tube fabricated with IS 2062 steel sections without wheel and axles and complete with drawbar (Drawbar should be 100% tested for proof load and NDT) are as per DGMS circular No. 2002 amended up to date. The coal tube should also be completed with shackles and pins, CI tub blocks, MS clamp, Bolts and Nuts. The coal tube should conform to Drg. No. as applicable to respective size of tub and further detailed specification indicated in Annexure-B. The shackles and pin should conform to Drg. No. 30024 and DGMS circular no. of 1986 as updated for which test certificate for 100% qty. will have to be furnished as per norms laid down in circulr of DGMS. The tub block and clamp assembly with bolts and nuts and washers must conform to Drg. No. 30025 enclosed, except wheel and axle.

(contd. Page – 2)
Note:-
1) Test certificates for draw bar for 100% proof load and NDT compulsorily 25% test form CMRI, Dhanbad should be furnished item wise and lot wise without which the supply shall be rejected out rightly.

2) Pre-despectch inspection befor dispatch at firm’s premises will be done by M/s. CMPDIL, Ranchi who will be called for inspection in specified Formats under intimation to us.

3) The nameplates should be provided in the center at the under frame channel as per details given in Annexure- without which the tubs shall be summarily rejected.
ANNEXURE-B

DETAIL TECHNICAL SPECIFICATION OF STD. & NON. STD. SIZE OF COAL TUB

1. Materials :-

Sides :- 3.15 structural steel sheet conforming to IS 2062 with latest amendment.

Bottom :- 6mm structural steel plate conforming to IS- 2062 with latest amendment.

NB:- No welding in bottom/side plate will be acceptable.

Under frame – Standard structural section ISMC 25 mm X 65 mm channel for standard coal tubs, non std. Coal tube conforming to IS 2062 latest.

Drawbar :- Drawbar used shall be made from 20 mm 2/class-IV Steel conforming to IS 875. It shall also conform to all the requirement of DGMS circular amended up to date ( Circular No. of 2002 enclosed at Annexure –D).

CI Block:- Cast Iron grade 25, IS 210/962 and mimension as per Drg. No. 30025 with MS clamp of 6 mm X 50 mm flat provided with Mn 16 Hex bolt 75 mm long with nut and lock nut and plate washer for 16 bolts.

2. Design & Construction :-

Body – Riveted type, basically rectangular shape and flat bottom adequately supported above the under frame and fulfilling design requirement.

   a) Outside length of drawbar to be at least 70 mm less than the length over the buffer.

   b) The projection of the buffer on each side of tub shall not be less than 25 mm and not greater that 135mm.

   c) The sheelbase shall be at least one third on the length over the buffers and not less than 510mm. The other dimension of the body in relation to the rail gauge and wheel nuts shall be such as to maintain stability when running on the track.

3. Construction :-

   a) All holes including rivet holes shall be drilled holes.

   b) The vertical and bottom corners shall be supported by 50X50X6mm angle iron and suitably riveted to the side and bottom plates of the tubs.

   c) One MS band of 50 X 10 mm flat should be provided at the top and one band of 50 X 0 mm flat in the middle to tub and local corner bands 50 X 0 mm at the bottom of 4 corner riveted to the side plates of tub.

   d) The body shall have the corners will rounded and leveled so that there shall not be sharp edges, shall be free from internal projections and there would be no sharp changes in section which should create a possible build up of corrosive matter,
3. **Under Frame**:–
   a) The under frame should be suitably braced to prevent twisting.
   b) B) The under frame should be riveted with the body by minimum of 4 nos. of rivets each in longitudinal turn over, each bracing to the under frame shall be riveted to the body of one rivet.
   c) Pedestal block stop shall be provided on the longitudinal members to resist shear on bolts subject to revised circular to be issued from DGMS. The drawbars should be riveted in between to bottom of tub and the under frame by 7 nos. through the cross member of the under frame.
   d) Steel faces should be provided at the end with buffers by welding 2 mm MS plate and should be suitably reinforced.

4. **Drawbar and its attachments**:–
   The drawbar should strictly conform to DGMS circular No. of 2002 dt. 28..2002 amended (enclosed) up to date except for the length which shall be as per dimension specified in the drawing. The design of drawbars shall be of 5 Ton capacity (Lapped type) and dimension shall be as indicated in the drawing.

5. **D-Link and Pin**: Materials and process of manufacturing and dimension must conform to latest DGMS circular. D-Link should be fitted to drawbar by pin, plain washer, std. Hex nut and split pin as per Drg. No. 301024 at both ends.

6. **Testing of Draw bar and D-Link**:–
   All the test as indicated in DGMS circular as amended upto date shall be conducted. A record of each draw bar stating its identification number, date of use with the reference of the tubs to which it is fitted should be maintained in a bound page book as stipulated in the circular.

7. **Rivets**:– Rivets conform to IS 1929/1961 general purpose and rivet materials as per IS 1148/57 amd IS 149/957.

8. **Marking**:– Each components of the draw bar will bear following markings :-
   a) Normalized or normalized and tempered component with (M. N.)
   b) Safe working load of the draw bar
   c) Name of manufacturer identification mark no.

9. **Name Plates**: Each tub will be provided with a nameplate of MS Plate of size 6 “ X 4” X 1/8” thick and riveted or welded fitted at the center of the under frame i.e. channel with following details :-
   a) Name of manufacturer
   b) Year of manufacturing
   c) Capacity in term of tones of coal (cft)
   d) BCCL
   e) Size of the tub (LXBXH)

10. **General Tolerance**: The tolerance on over all dimension unless specified should be +/- 5mm

11. **Draw bar and its attachment will conform to DGMS circular No. of 2002.**
ANNEXURE- C

DETAILED SPECIFICATION OF ‘D’ TYPE COUPLING.

‘D’ type coupling shall strictly comply the requirement of DGMS circular No. of 1986 of DGMS approved drawing.

1) Material of construction: As per clause No. 2 of DGMS circular.
2) Manufacturing and workmanship: As per clause No. 3 of DGMS circular.
3) Heat treatment of materials: As per clause No. 4 of the DGMS circular.
4) Marking: As per clause No. 5 of the DGMS circular.
5) Testing: 10% of the coupling selected at random shall be be tested to proof shall be submitted with the supplies.
6) Testing: 1% of the coupling shall be subjected to break load and the chemical composition of the material shall be analyzed. A certificate to that effect will be submitted from any National test house or Govt. approved test house.
7) For quality assurance, BCCL: may draw random samples from the new consignment and get it tested at any National test House for proof load and NDT and also for break load and chemical composition.
8) ‘D’ type coupling with Pin shall be supplied by the 11 CIL short –listed manufacturer without and price increase in coal tubes.
9) Testing of D Link: 10% of CMRI and 90% by CIL approved 1 manufacturer in their own lab as per approved guideline of DGMS and test certificate shall be submitted by them.
Enquiries into incidents of runway of tubs due to breakage of drawbar or its end attachment have revealed that failure generally occurs due to one of more of the following reasons:-

- a) Manufacturing defects
- b) Material was not as per specifications
- c) Draw bar and attachment were deviated from the std. Design.
- d) Draw bar & attachment were worn out beyond limit or damaged

As per regulation 89 ( ) © of Coal Mines Regulations, 957 and Regulation 97 (1) ( C) of Metalliferrous Mines Regulations, 1961, the attachment between a rope of locomotive and tub and the attachment between any two tubs in a set or train of tubs is required to be of a type approved by the Chief Inspector.

In supersession of DGMS (Tech) circular 8 of 1987, the type approved is as follows:-

1.0 **Design**: Two designs of tub draw bar and suitable end fitting are given in the Sketch annexed. Any other design may be used with the express permission in writing by the Director General of Mines Safety. In the past, if any other design has been specially permitted by the Director General of Mines Safety the same should be re-submitted for re-examine the matter. Existing draw bars not conforming to the designs shown in the Annexure should be replaced as early as possible, but not later than a period of one year from the date of this circular.

2.0 **Materials**:-

a) **For Draw Bar** : The materials shall be any of the following

   - i) 11Mn2 conforming to IS 4432-1967
   - ii) 20 Mn2 conforming to IS 1570-1061

b) **For End fittings**: The material shall be any of the following

   - i) 1 Mn2 fornforming to IS 4432-1967
   - ii) 20 Mn2 conforming to IS 4432-1961
   - iii) 20 Ni 55 Cr 50 M020 conforming to IS 4432-1967.

c) Only tested and certified material shall be used and some random samples shall be periodically tested to ensure proper quality of materials.

3.0 **Manufacturing & workmanship**: The draw bar shall be manufactured in workshops having adequate facilities for forging, machining and heat treatment. The manufacturer shall give evidence of good workmanship and the draw bar shall be free from any visual defect. Holes in the draw bar or its attachment shall be made by drilling and not by punching. Forged draw bar should avoid sudden change of section, thickness and/or shape or both. In draw bar with eye termination, the eye shape shall be made with the help of suitable mandrel and shall be so made that the line of pulls in line with the axis of the draw bar.
The ends of the draw bar shall be such that there is no fouling when tubs are buffed together and there is no locking on curves. In draw bar of lapped design, the lapped portion shall be riveted and side welded on both sides. After riveting the gap between lapped flat faces should not exceed 0.25 mm. After riveting each rivet shall be checked by light hammering and in case of any vibration due to slackness, the rivet shall be cut and redone. In flat type draw bars, the ends shall be reinforced by welding a short piece of plate of 2 mm thickness of size 85mm X 65mm. Flap type draw bar shall be used with tub coupling of serial no. 2 only as mentioned in technical circular No. 1 of 1986. End fittings shall be manufactured by forging, machining and holes shall be drilled, not pouched. Forging shall be such that the fibers of materials are not transverse to the line of pull.

4. **Heat Treatment**

(a) After manufacture, draw bar with end fitting shall be normalized and tempered or hardened and tempered in an approved establishment at the following temperature.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Designation of steel</th>
<th>Normalising Temp.&quot;C&quot;</th>
<th>Hardening Temp.&quot;C&quot;</th>
<th>Tempering Temp.'C'</th>
<th>Quenching Agent.</th>
</tr>
</thead>
<tbody>
<tr>
<td>01.</td>
<td>11Mn2</td>
<td>870-910</td>
<td>870-910</td>
<td>550-660</td>
<td>Water or Oil</td>
</tr>
<tr>
<td>02.</td>
<td>20 Mn2</td>
<td>860-900</td>
<td>860-900</td>
<td>550-660</td>
<td>Water or Oil</td>
</tr>
<tr>
<td>03.</td>
<td>20 Ni 55 Cr.50020</td>
<td>*</td>
<td>820-850</td>
<td>*</td>
<td>Water</td>
</tr>
</tbody>
</table>

- Suitable temperature may be adopted so as to attain the optimum properties.
- B) certificate of heat treatment from the approved establishment shall be obtained.

5) **Factor of Safety:** The complete draw bar with end fittings shall have a factor of safety of seven(7) with respect of SWL.

6) **Hardness:** Hardness for various materials shall be as follows :-

   i) 1 Mn2 190 to 220 HV
   ii) 20 Mn2 200 to 230 HV
   iii) 20 Ni 55 Cr. 50 M020 250 to 280 HV

7. **Identification:** Each draw bar and end fitting shall be legibly marked on non vital portion with the following :-

   i) Manufacturer’s Name & Identification mark
   ii) Year of manufacture
   iii) Material ( Symbol M for 1 Mn2 /20 Mn2 , Symbol; A for 20 Ni 55 Cr 50 M020 )
   iv) Type of Heat treatment-(N –Normalized, NT- Normalized & Tempered, The stamp used for marking shall be of 5 mm size. Care shall be taken that the indentation is neither too sharp nor excessive in depth.

( contd. Page – 3 )
8) **Test & Examination:-** After manufacture & heat treatment at least 10% of the manufactured/supplied lot of draw bar & its components shall be tested for proof load i.e. for three time the SWL.

It shall be further tested magnetically for cracks or any other defect. At least 1% of draw bar with end fittings of manufactured/supplied lot or minimum one number shall be subjected to destructive testing.

A certificate by a competent person making such test and inspection shall be furnished by the manufacturer.

9. **Record** : A record of each draw bar stating its identification number, date of use with the reference of the tub to which it is fitted should be maintained in a bound page book.

10. **Repair & discard:**

    Wear & Tear of any component shall not be built up by welding.

    Draw bar shall be discarded if it is found to have worn out to the extent so as to reduce the factor of safety to six or if found to have some defect affecting its strength.

    In addition, if there is any derailment of tub, then draw bar and its attachment shall be carefully checked for damage before any tub is put back into service. Drawbars having permanent deformation/damage shall be replaced.

    End fittings shall be discarded when the maximum loss of cross-section due to wear over the original cross-section exceeds 15% of exceeds 12% with corrosion.

11. **Life** : Normal life of draw bar shall be three years.

    Sd/
    ( Director General of Mines safety )
GUARANTEE/WARRANTY/PERFORMANCE BANK GUARANTEE

i) The item will be warranted against any manufacturing defects/workmanship for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month. For specific warranty on assemblies and sub-assemblies, details given in Technical specification may be referred to.

ii) Special Warranty Clause:- If the order is decided to be placed on the bidder, the bidder should confirm against the clause that in the event of any breakdown or failure of performance due to defects in materials, design, workmanship, spare parts etc. BCCL shall promptly notify the supplier in writing of any claims arising under this warranty. The repairs replacement or rectification work shall be carried out by the supplier at site at no cost to the purchase within 21 days of settlement of warranty claims.

“At no cost to the purchaser” means, the supplier will have to bear all the expenses up to the destination site i.e. Ex-works prices, Excise duty, Sales tax, Insurance, Inland Transportation charges, etc. as applicable to ensure free delivery of warranty replacement at BCCL colliery sites.

The supplier will be required to stock spares to take care of warranty period breakdown. Spares should be available immediately from the date of intimation of breakdown.

iii) The suppliers must ensure that there is no major breakdown due to manufacturing / design defect during the warranty period. In case such breakdown occurs, the purchaser will reserve the right to extend the warranty period suitably as per the availability clause mentioned in the Technical Specification.

iv) A performance Bank Guarantee on Scheduled / Nationalized Bank in India valid for 18 months from the date of receipt/acceptance for 10% value of the order as a coverage towards the supplier’s performance against the contract (in the standard format Appendix- III enclosed herewith), must be submitted within 20 days of placement of order. No payment will be made without submission of the performance bank guarantee. The order value means F.O.R. destination price including taxes duties, transportation & insurance charges and other charges. The performance bank guarantee is required in case of supply of equipment.

DY. CHIEF MATERIALS MANAGER(P)