ADVERTISED DOMESTIC TENDER

TENDER NO – Pur/610271/HEMM Trailing Cable/09-10/29
DUE DATE & TIME FOR SUBMISSION- Up to 1.00 PM on 07-07-2009
DUE DATE & TIME FOR OPENING- At 3.00 PM on 07-07-2009
COST OF TENDER DOCUMENT – RS.5000.00 (Rs. Five thousand only).
REQUIRED AMOUNT OF EARNEST MONEY –RS.2,25,200.00
( Please see clause no.11 & 13)
ESTIMATED VALUE OF TENDER- Rs.112.6 lakhs.

TENDER ENQUIRY

Document issued to: If this Tender Document has been downloaded from BCCL website (1)
…………………………….. The bidder must enclose the required Bank Draft for the requisite
…………………………….. Tender Fee i.e. cost of Tender Documents along with the tender [Part-
…………………………….. III envelope Clause 7(c) ] otherwise their offer shall be rejected out
rightly without any reference. (2) A certificate is required from the
bidder that they undertake the tender submitted by them is downloaded
from BCCL Web site (http://bccl.cmpdi.co.in) and that is the same in
contents and form (verbatim). Any deviation, if detected at any stage,
would entitle BCCL to reject their offer / bid without assigning any
reason or recourse to any penal action and would be legally binding on
them.

Dear Sirs,

Sub: Notice Inviting Tender for supply of HEMM Trailing Cable.
1. Sealed tenders are invited in duplicate only from the proven manufacturers or their
exclusively authorised sole selling agents authorised by their manufacturer to offer against
this tender for supply of HEMM Trailing Cable to various Areas of BCCL as per detailed
specifications enclosed as annexure – “A”.
PROVEN MEANS THOSE MANUFACTURERS OR EXCLUSIVELY AUTHORIZED SOLE
SELLING AGENT WHO HAVE SUPPLIED TENDERED ITEMS IN PAST 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 CIL AND ITS
SUBSIDIARY CO.HQ. MAY BE CONSIDERED IF THE FIRM ON WHOM TRIAL ORDER
HAS BEEN PLACED, OBTAINS PROVEN STATUS ON PERFORMANCE BASIS ON THE
DATE OF TENDER OPENING AGAINST SUCH TRIAL ORDRS.
2. The offers are to be submitted before the closing date and time as mentioned above. Late Tenders will not be considered.

3. Tenders 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 and conditions.
   iii) Annexure ‘C’ - Check List
   iv) Annexure ‘D’ - Blank format of price bid as to be quoted by the tenderer (without price).

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 D 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 website.]

   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 outright without any reference for those tenderers who have downloaded the tender documents from our website.

   08. Part-I (Techno commercial Offer) and “Part – III” (Tender fee) will be opened on the due date of tender opening in the office of the CGM(MM), Commercial Block, L-III, Koyla Bhawan, Dhanbad –826 005 in presence of the authorised representative of the attending bidders.
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 resealed and will be treated as invalid offer by the Tender opening Committee. 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 be 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.

11. Earnest Money:

a) An Earnest money of Rs 2,25,200.00 (Rs. Two lakhs twenty five thousand two hundred only) in terms of Bank Draft of any schedule 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.

c) For unsuccessful tenderer, EMD shall be refunded immediately after finalisation of the Tender.

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 contract value) 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. The validity of Bank Guarantee should be 02 months beyond the schedule delivery period specified in the order. 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 under record 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. The earnest money deposit will be refunded to the firm after submission of requisite security deposit.

13. State/Central Govt. Organisation/PSU - shall be considered for exemption from submission of EMD/ Security money.

Valid DGS&D/NSIC/ Ancillary unit of BCCL registered (for tendered items) - shall be considered for exemption from 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 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 AND JHARKHAND HIGH COURT ONLY.
IMORTANT NOTE:
(i). The tenderers 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 and offers which are in deviation are liable for rejection without back reference to the tenderers. Offers as asked should 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 supplies 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 tenders except printed leaflets/catalogues and have company’s seal otherwise offer may be rejected.

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

(viii). BCCL reserves 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). In case the date of tender happens to be a holiday, the tender shall be opened at 3.00 PM on the next day.

(xi). Govt./Undertaking/Ancillary Unit of BCCL for the tendered item, are exempted from paying tender fee.

(xii). Bidders are required to complete and submit the check list of Commercial Terms of NIT. The deviation, if any, with the NIT terms must indicated clearly in the Check list. If the same are not indicated in the check list, it will be presumed that the relevant clauses have been accepted as per NIT and the same will be binding on the tenderer. The entries/confirmations made in the check list must correctly reflect the details of the offer made with respect to the particular term of NIT. In case of any deviation or difference in the interpretation between the content of the offer and the check list, the entries/confirmations shown in the check list will be applicable and binding on the bidder.
(xiii) Bidders for the items requiring DGMS approval shall have to submit copy of DGMS approval with latest validity extension, if any. They will also submit copy of valid BIS license (if applicable). These documents will also be duly authenticated by the bidders (stamped and signed) and attested by the court of Notary Public.

The bidders shall essentially submit authenticated copies (signed and stamped BY THE Bidder) of orders received by them from CIL, its subsidiary company, other Govt. Undertakings and / Govt. Deptt./ Private Sector. Failure to submit the documents shall render a tender liable for rejection.

(xiv) Ancillary units of BCCL shall be extended the benefits, as per the prevailing policies of the Company.

Notwithstanding anything said above, BCCL reserves the right to follow any guideline or instruction received from Coal India Ltd., the Government or any statutory bodies from time to time.

Encl: As above

Yours faithfully

For & on behalf of Bharat Coking Coal Limited.
COMMERCIAL TERMS:-

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) The commercial status of the offers received against this tender shall be determined after off-setting the amount payable towards VAT if applicable for which input credit is admissible to BCCL.

   ix) 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) / VAT.

   TAXES & DUTIES

   a). Excise Duty, if applicable, will be payable extra as per prevailing Excise Rules. The firm should confirm in the techno-commercial bid that Refund/Credit, if any, obtained shall be passed on to the buyer which shall be certified by the auditor of the supplier.

   b) The supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the Purchaser's country, including all Bank Charges.

   c) The Purchaser shall bear all taxes, duties etc. within the contractual delivery period on submission of documentary evidence, levied by the Government or any other agency in the Purchaser's country including all Bank Charges in case of imports.
d) **Excise Duty** - The legally applicable rate of Excise Duty should be clearly mentioned in the commercial bid (PART I) and the rate and the value in the price bid (PART-II).

In case the price is stated to be inclusive of excise duty, the current rate included in the price must be indicated. If the tenderer is exempted from paying the excise duty, the same must also be confirmed with valid documentary evidence.

In case the rate of excise duty varies with the turnover of the company, and the price is exclusive of excise duty, the tenderer shall have to specify the rate applicable to SECL. If the tenderer fails to specify the exact rate of ED applicable, the maximum rate currently leviable shall be loaded on the price.

e) **Sales Tax / VAT** - The legally applicable rate of Sales Tax / VAT should be clearly mentioned in the commercial bid (PART-I) and the rate and value in the price bid (PART-II).

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

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

   iii) In case of imported stores and prices are in Indian rupees on F.O.R. delivery basis, only applicable sales tax and statutory local levies (if any) will be payable extra. The price must be on FIRM basis.

   iv) 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. In case of F.O.B. price all discount attracts custom duty etc. except trade discount.

   v) In case the required items are imported by an Indian Agent / distributor and offered to BCCL in Indian Rupees, the Indian Agent / distributor shall have to submit the following documents with each supply:

      (i) Their foreign principal’s invoice or packing list – original as well as certified photocopy.

      (ii) Certified photocopy of Bill of Lading.

      (iii) Bill of Entry – Original as well as certified photocopy.

      The originals mentioned above shall be returned back to the successful tenderer after verification and endorsement. In case of imported stores other than direct import by Coal India Limited / Subsidiary Companies, the bidder shall have to confirm in their techno-commercial bid that the following certificate will be submitted with each supply:

      vi) A certificate from the Auditor of the bidder/supplier certifying that the custom duty has been paid as per prevailing Customs Rates and refund, if any, shall be passed on to the buyer.

The Bidders from overseas countries shall quote the prices on F.O.B. port of shipment basis in any freely convertible currency. The details in PART-I must indicate the name & address of your agents in India. It should also confirm that the commission payable to them has been indicated in PART-II (Price Bid). In case, the bidders (from overseas countries) do not have any Indian Agents, it should be clearly mentioned in PART-I.
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>1501 Km - 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</td>
<td>12% of FOB value</td>
<td>10% of FOB value</td>
</tr>
<tr>
<td>2</td>
<td>Insurances Charges</td>
<td>4/2% of FOB value</td>
<td>4/2% 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 180 days 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: Only FIRM price shall be quoted. No price variation will be allowed during the pendency of the contract excepting for price fall clause.

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 100% will be paid against letter of credit. 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:
The bidders are required to quote their earliest possible delivery period indicating the period of commencement and completion of delivery and the rate at which supplies shall be made. Delivery schedule shall be reckoned from the 10\textsuperscript{TH} day from the date of order \slash opening of LC and the date of receipt of materials at our stores \slash date of Bill of Lading shall be treated as the date of delivery.

Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non-acceptance at the stores.

The delivery schedule quoted in the offer shall be firm and final. Failure to supply the material in time may attract penalty as per clause No. 10.

10. 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 deliver 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 BCCL.
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 bidder must confirm the acceptance of this Penalty clause which will not be altered.

11. 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:

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 offers to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.

ii) If at any time during the said period the supplier offers lower sale price of 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.

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 specify them in his bid and state whether they have been taken into consideration in their quotations.

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 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)
LETTER OF PERFORMANCE GUARANTEE.

APPENDIX-I

1. Messers __________________________ 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 relived 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
# ANNEXURE-“C”

## CHECK- LIST

Please specify the following:

<table>
<thead>
<tr>
<th>Q.No</th>
<th>List of questions</th>
<th>Indicate in Yes / No below</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Are you a Manufacturer ?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>2</td>
<td>Are you a exclusively authorized marketing outlet of a manufacturer ?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>3</td>
<td>If the reply against (2) above is yes, then indicate name &amp; full address of the Principal.</td>
<td>Yes / No</td>
</tr>
<tr>
<td>4</td>
<td>In case of (2) above whether the Principals Authorisation as Exclusive Authorised Marketing Outlet is enclosed with the offer</td>
<td>Yes / No</td>
</tr>
<tr>
<td>5</td>
<td>Have you submitted the tender fee or Proof of payment of tender fee in Part-I as indicated in Annexure-B (This is applicable in case of those bidders who have downloaded the tender papers through BCCL’s website.)</td>
<td>Yes / No</td>
</tr>
<tr>
<td>6(a)</td>
<td>Have you carefully prepared and signed with name &amp; designation and have stamped the company's seal on all pages of tender documents/offer along with enclosures consisting of PART-I, PART-II &amp; PART –III.</td>
<td>Yes / No</td>
</tr>
<tr>
<td>7(b)</td>
<td>Have you enclosed in Part-II a blank format of price bid (Price format as per Annexure), as quoted by you (WITHOUT PRICE) along with confirmation that Price bid have been carefully prepared and signed on all pages of price bid.</td>
<td>Yes / No</td>
</tr>
<tr>
<td>8(a)</td>
<td>Have you quoted FOR Destination /FOB price(s) and indicated the break-up as per NIT.?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>8(b)</td>
<td>Have you accepted to furnish the import documents from principal along with supply of materials as per NIT?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>8(c)</td>
<td>Have you accepted to submit certificate with each supply of your Auditor certifying that you have paid Customs Duty as per prevailing Customs Rates and refund if any shall be passed on to buyer ?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>8(d)</td>
<td>Have you accepted to submit certificate of the auditor that Refund/Credit, if any, obtained in respect of Excise duty shall be passed on to the buyer.</td>
<td>Yes / No</td>
</tr>
<tr>
<td>9</td>
<td>Have you quoted firm price ?</td>
<td>Yes / No</td>
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<tr>
<td>10</td>
<td>Is your offer valid for 180 days from the date of opening of tender ?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>11</td>
<td>Have you specified firm delivery period ?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>12</td>
<td>Have you accepted Liquidated Damages &amp; Force majeure clause ?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>13</td>
<td>Have you accepted Payment terms ?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>14</td>
<td>Have you accepted Inspection terms?</td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td>Question</td>
<td>Answer Options</td>
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<td>-------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<tr>
<td>15</td>
<td>Have you submitted Earnest Money OR enclosed any documentary evidence for exemption towards submission of EMD?</td>
<td>Yes / No</td>
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<tr>
<td>16</td>
<td>Have you accepted to deposit Security Money OR enclosed any documents for exemption towards submission of SD?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>17</td>
<td>Have you accepted to submit Performance Bank Guarantee?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>18</td>
<td>Have you sought any deviations in COMMERCIAL OR TECHNICAL PARAMETERS and have specified them in the schedules prescribed for them in schedule of tender submission?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>19</td>
<td>Have you submitted copies of documents DGMS in case of DGMS approved items?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>20</td>
<td>Have you accepted Price fall clause?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>21</td>
<td>Have you accepted Jurisdiction of Dhanbad Court and Jharkhand High court?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>22</td>
<td>Have you accepted Guarantee/Warranty clause?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>23</td>
<td>Have you submitted declaration that you have not been banned or de-listed by any Government or quasi-Government agencies or PSUs?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>24</td>
<td>Have you submitted declaration that you have accepted all the commercial terms and conditions as per NIT without any reservation.</td>
<td>Yes / No</td>
</tr>
</tbody>
</table>

SIGNATURE OF THE TENDERER
WITH SEAL & STAMP
## TECHNICAL SPECIFICATION

### 1. DESCRIPTION:

<table>
<thead>
<tr>
<th>Sl.no</th>
<th>Description of articles.</th>
<th>Qty. in Mtrs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Trailing Cable 4x35 Sq-mm, 3.8/6.6 KV grade</strong>, consisting 3 power cores and one earth core(TYPE B) with cores identification scheme, pliable armoured flexible cable with tinned annealed copper wire conductors complying IS 8130. Elastomer compound (TYPE IE 3) insulated as per IS 6380. Cores lay up around the electromagnetic cradle separator. Inner sheathed with HOFR elastomeric compound (TYPE SE-3) confirming IS 6380 and pliable armour consisting strands of galvanized steel wires confirming IS 3975. Finally HD HOFR elastomeric compound outer sheath (TYPE SE-4). Over all cable should confirm the type 6 PA 1 of IS 14494/1998. 100 meters cut length should have ISI marked throughout the length. Vendor should enclose notarised copy of valid IS 14494 with their offer.</td>
<td>200</td>
</tr>
<tr>
<td>2</td>
<td><strong>Trailing Cable 25 Sq-mm, 3.3 KV grade</strong>, consisting 3 power cores and one earth core(TYPE B) with core identification scheme, pliable armoured flexible cable with tinned annealed copper wire conductors complying IS 8130. Elastomer compound (TYPE IE 3) insulated as per IS 6380. Cores lay up around the electromagnetic cradle separator. Inner sheathed with HOFR elastomeric compound (TYPE SE 3) confirming IS 6380 and pliable armour consisting strands of galvanized steel wires confirming IS 3975. Finally HD HOFR elastomeric compound outer sheath (TYPE SE-4). Over all cable should confirm the type 3 PA 1 of IS 14494/1998. 100 meters cut length should have ISI marked throughout the length. Vendor should enclose notarised copy of valid IS 14494 with their offer.** <em>(100 MTRS. CUT LENGTH)</em></td>
<td>3170</td>
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<tr>
<td>3</td>
<td>**3x185 Sq-mm Power Core + 3x185/3 Sq-mm (2 Ground Core, 1 Pilot core), 6.6KV (Restricted Neutral Power Supply System) pliable armoured flexible trailing cable annealed tinned copper conductor semicon tape EPR insulated laid up around general purpose rubber filler placing the core can be done suitably PCP(HOFR) inner sheathed with pliable armored HDP CP (HD HOFR) with galvanized steel strands and finally sheathed with elastomeric compound type SE-3 generally confirming IS 9968/II/81 (cut length 300 Mtrs.*)</td>
<td>300</td>
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<tr>
<td>4</td>
<td><strong>3x25 Sq-mm (power core) + 2 x 25/2 Sq-mm (Earth Core) + 1x16 Sq-mm (pilot core), 3.3KV grade flexible trailing cable suitable for both earth and unearthed system. Generally confirming to IS 14494-1998 and to IER 1956 Rule (123) sub rule 5&amp;6 in respect to individually metallic screen on all power core and pilot core.</strong> 3 Power core annealed, flexible tinned copper conductor (class 5 to IS 8130/84) conductor shielded with black semi conducting tape followed by annealed tinned copper + nylon composite braid metallic, conductance of screening as per IS core identification by coloured tape applied either longitudinal under the composite braiding or applied helically with gapping over the composite braiding having colors red, yellow and blue for core identification. 2 earth conductors annealed flexible tinned copper conductor (class 5 confirming IS 8130/84) and tapped with green coloured proofed cotton tape applied helically with gapping for identification of earth core. 1 Pilot core annealed flexible tinned copper conductor (class 5 confirming IS 8130/84) and insulated with EPR type IE2 to IS 6380/84 and black coloured proofed cotton tape applied helically with full coverage for identification of pilot core, screened with annealed tinned copper wire + Nylon composite braiding as per IER 123(5) Power core laid up together with 2 earth cores and 1 pilot core placed at outer intrinsic, binder taped, Black HOFR PCP (type SE-3). Inner sheathed, perforated cotton tape reinforcement and black HD HOFR PCP (type SE-4 as per IS 6380-84) sheathed overall. Cut length 100 mtrs on individual drum.</td>
<td>2100</td>
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</table>
2. The tenderer should clearly indicate the description, size, technical specification and quantity of trailing cable as indicated above.

3. Packing:
   For item sl.no 1, 2, 4 & 5 - Cables should be supplied in non returnable robust wooden Drum in standard packing length of 100 mtrs with packing and overall qty. tolerance of (+ / - ) 5%

   For item sl.no 3 - Cables should be supplied in non returnable robust wooden Drum in standard packing length of 300 mtrs with packing and overall qty. tolerance of (+ / - ) 5%

4. GUARANTEE / WARRANTY.
   The firm should confirm a warranty in respect of sub-standard materials, poor workmanship and faulty design (excluding normal wear & tear) for a period of 12 months from date of fitment or 18 months from the date of receipt and acceptance at consignee end whichever is earlier. Defective cable shall have to be replaced free of cost and shall have to be completed within one month from the date of claims. All cases of warranty replacement shall be decided on the basis of joint inspection of the failed cables held between the user’s representative and manufacturer’s representative.

5. AFTER SALES SERVICES.
   The firm should confirm that they will be able to provide after sales services to the end user.

6. PERFORMANCE BANK GUARANTEE: A performance Bank Guarantee on Scheduled / Nationalised Bank in India valid for 18 months from the date of receipt and acceptance of the materials for 10% value of the order, as a coverage towards the machine’s performance against the contract (in the standard format Appendix- I enclosed herewith), must be submitted as soon as the firm start supply. Please note that no payment will be made without submission of the performance guarantee. The order value means F.O.R. destination price including taxes duties, transportation & insurance charges and other charges.

For Chief General Manager (MM)
Bharat Coking Coal Limited.
## ANNEURE - "D"

<table>
<thead>
<tr>
<th>SL. NO</th>
<th>DESCRIPTION</th>
<th>UNIT OF MEASURE</th>
<th>QUANTITY REQD. PER UNIT</th>
<th>BASIC PRICE(EX-WORKS)</th>
<th>EXCISE DUTY</th>
<th>SALE TAX</th>
<th>PACKING &amp; FORWARDING CHARGES</th>
<th>FRIEGHT CHARGE</th>
<th>INSURANCE CHARGES</th>
<th>ANY OTHER CHARGES</th>
<th>LANDED VALUE</th>
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