ADVERTISED DOMESTIC TENDER
(Not transferable)

Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

TENDER NO – Pur/610000/Water Tanker 3KL/09-10/89
DUE DATE & TIME FOR SUBMISSION- by 1.00PM on 09-10-2009.
DUE DATE & TIME FOR OPENING- at 3.00PM on 09-10-2009.
COST OF TENDER DOCUMENT – Rs.2000.00
REQUIRED AMOUNT OF EARNEST MONEY – Rs.72,262.00
( Please see clause no.11 & 13)

ESTIMATED VALUE OF TENDER-Rs.36.13 lakhs.

Dear Sirs,

Sub: Notice Inviting Tender for supply of Water tankers 3KL.

1. Sealed tenders are invited in duplicate only from the proven domestic manufacturers or a firm exclusively authorised by the proven domestic manufacturer to quote against this tender for supply of Water tankers 3KL to various Areas of BCCL as per detailed specifications enclosed as annexure – “A”.

PROVEN MEANS THOSE MANUFACTURERS WHO HAVE FABRICATED / ERECTED / SUPPLIED 2.4KL OR HIGHER CAPACITY WATER TANKERS AGAINST ORDER PLACED BY GOVT. DEPTT. / SEMI GOVT. DEPTT. / AUTONOMOUS BODIES / PSUs.

2. Requirement – Water Tanker 3KL capacity – 60(Sixty) nos.

3. The offers are to be submitted before the closing date and time as mentioned above. Late Tenders will not be considered.
4. 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.

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

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

7. The tender document is divided into the following parts:
   (a) Part – I :- consisting of the following
      i) Annexure ‘A’ - Technical specification
      ii) Annexure ‘B’ - Commercial terms and conditions.
      iii) Annexure ‘C’ - Blank format of price bid as to be quoted by the tenderer (without price) for equipment.
      iv) Annexure ‘D’ - Check List
   (b) Part – II :- consisting of the price only as per the format Annexure-C.
   (c) Part – III :- Applicable for those tenderers who will down load the tender Documents from BCCL’s web site.

8. (a) 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 7. 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 price bid should be submitted as per Proforma enclosed as Annexure – “C”. 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.

All the 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 outrightly without any reference for those tenderers who have down loaded the tender documents from our website.

9. 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.
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.

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.72,262.00 in terms of Bank Draft of any Schedule Indian 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 Earnest Money is not found in envelope containing the Part-I (Techno-commercial offer), 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 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. The earnest money deposit will be refunded to the firm after submission of requisite security deposit. Format of submission of Security Money in the form of Bank Guarantee is enclosed herewith as Appendix-II.

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.

IMPORTANT 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). The complete offer should be typed in the letter head of the tender (Hand written quotation will be summarily rejected). If firm’s letter head is 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.

(v). 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.

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

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

(viii). 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.

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

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

(xi). 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.
(xii) If L1 tenderer do not have adequate capacity to supply full quantity tendered, the uncovered quantity order may be distributed to L-2 tenderer at L-1 rate. Similar process of counter offering L-1 rate to L-3 tenderer, L-4 Tenderer and so on and placement of order for their offered quantity subject to matching L-1 rate will continue till the full requirement is covered for supply within the specified delivery period.

(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 / or Govt. Deptt./ Autonomous Bodies 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) Brand name, Model and capacity of the item offered.
   (iii) 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.
   (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 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.
   (vi) 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.
   (vii) 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:
   - 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 / VAT (It will be payable extra as applicable)

   NOTE: 1. Please confirm in the Part-I that their rate is not inclusive of Sales tax / VAT. However if their rate is inclusive of ST/VAT they should indicate the applicable rate of the same in the techno-commercial bid i.e. Part-I. Similarly if their rate is inclusive of Ex-duty they should indicate the applicable rate of Excise duty in the techno-commercial 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.
   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.

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

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:-
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.

7. 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.

8. REQUIRED DELIVERY SCHEDULE:-

<table>
<thead>
<tr>
<th>Sl.no</th>
<th>Item</th>
<th>Delivery Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Water Tanker 3KL – 60nos</td>
<td>To supply within March’2010.</td>
</tr>
</tbody>
</table>

Note:- Within the above mentioned specified delivery schedule bidder should be in a position to supply 50% of the total quantity/number otherwise their offer shall be considered as unresponsive.

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. 9.
9. PENALTY FOR FAILURE TO SUPPLY IN TIME:
The time and date of delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.
In the event of failure to delivery or dispatch the stores within the stipulated date/period in accordance with the samples and/or specification mentioned 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 cancelling the supply order in respect of consignment not yet due for supply or

c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also
d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause(a) above.
e) To encash any Bank guarantee which is available for recovery of the penalty or
f) To forfeit the security deposit full or in part.
g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due to the successful tenderer in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.
The bidder must confirm the acceptance of this Penalty clause which will not be altered.

10. WARRANTY/PERFORMANCE BANK GUARANTEE

i) The water tanker 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.

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 purchaser 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, 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 and validity of Performance Bank Guarantee may accordingly also be extended suitably, if required.

iv) A performance Bank Guarantee on Scheduled / Nationalised Bank in India valid for 18 months from the date of receipt and acceptance of Water tanker for
10% value of the order as a coverage towards performance against the contract (in the standard format Appendix-I enclosed herewith), must be submitted as soon as they supply the tankers. The Bank Guarantee may be released or extended depending upon the merit of the case. 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.

11. PACKING FOR TRANSIT.
The bidder should confirm provision of proper packing of the goods to be shipped by them if the order is placed on them as 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.

12. 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 offer 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.

13. 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.

14. 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 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
To
M/s Bharat Coking Coal Ltd.
Koyla Bhawan
Koyla Nagar
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called “the Purchaser” (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. …………. dated ………….. made between M/s ……………………………. a Company having its office at ……………………. (hereinafter called the supplier in connection with supply of ………….. hereinafter called the “said Contract” to accept a Deed of Guarantee as herein provided for Rs. …………… in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the ……………. Bank Limited (hereinafter referred to as the said Bank having its office at ……………………. do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. ……………. (Rupees : ……………………. ) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffer by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the ……………. Bank Limited do hereby agree that any demand made by Purchaser 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 supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ……………. We, the ……………….. Bank Limited do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect upto …………………….. Unless demand or claim under this Guarantee is made on us in writing on or before ……………………. we shall be discharged of all liabilities under this Guarantee thereafter.

We, the ……………. Bank Limited further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract 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 supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so 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 the Purchaser the said sum of ……………….. or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the ……………. Bank Limited lastly undertake not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

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.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
Dated ……………. day of ……………
For ……………. Bank Limited.

Signature of the authorized person
For and on behalf of the Bank.
ANNEXURE- “D”

CHECK- LIST
( To be filled by the Tenderer duly signed and stamped )

1. Whether the tenderer is a Manufacturer                Yes/No

2. Whether the tenderer is a exclusively authorized marketing outlet of a manufacturer  Yes/No

3. If the reply against(2) above is yes, then indicate name & full address of the Principal.

4. In case of (2) above whether the Principal’s Authorisation as Exclusive Authorised Marketing Outlet is enclosed with the offer  Yes/No

5. Acceptance of 180 days offer’s validity period as per NIT  Yes/No

6. Whether quoted prices are FIRM as per NIT.  Yes/No

7. Whether Price quoted is on FOR destination basis as per NIT  Yes/No

8. Acceptance of Payment terms as per NIT  Yes/No

9. Acceptance of Liquidated damages & Risk purchase clause as per NIT.  Yes/No

10. Acceptance of Price fall clause as per NIT.  Yes/No

11. Whether banned or delisted by any Government or quasi-Government agencies or PSUs.  Yes/No

NOTE: NON-ACCEPTANCE OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO REJECTION OF OFFER.

SIGNATURE OF THE TENDERER
WITH SEAL & STAMP
TECHNICAL SPECIFICATION OF FABRICATION AND SUPPLY OF TRAILER TANKER FOR 3000 LITRE WATER CARRYING CAPACITY.

1. CHASSIS- It will be built up of structural steel section with arrangements for mounting of 2.3m long X 1.35m dia cylindrical MS Tank, towing arrangements as shown in drawing with adequate mounting arrangement for mounting on Axle with pneumatic wheels to be powered by Tractor.

2. AXLE & WHEELS – Above chassis will be mounted on suitable Axle made up of structural steel and fitted with Hub and Pneumatic Wheels having 7.5-16 size Tyre / Tube / Flap fitted with Rim size 716.

3. TANK- The tank will be cylindrical in shape of 2.30m long X 1.35 m dia (internal) size built up of MS Sheet not less than 2.0 mm thick with adequate stiffener of structural steel around it sufficient for carrying 3000 ltrs water. On the top of tank a manhole of 0.45 m diameter with suitable lid and locking arrangement would be provided. On the back side of tank 2” dia GI pipe projecting 30cm from the body and fitted with Gun metal wheel valve in between to be provided for water evacuation. For washing & cleaning of dead storage the tank will be provided with adequate arrangement at its bottom by providing 1” dia nipple with plug.

4. PAINT – Entire Steel work shall have synthetic enamel of blue clour painted on all exposed and blind surfaces. The tank will be painted inside and outside both. Inside paint in the tank will be white colour.

5. DRAWING- Schematic drawing of the Trailer has been enclosed as Appendix-“A1”

For Chief General Manager(MM)
Bharat Coking Coal Limited.
<table>
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<th>SL. NO</th>
<th>DESCRIPTION</th>
<th>UNIT OF MEASUREMENT</th>
<th>QUANTITY</th>
<th>BASIC PRICE (EX-WORKS)</th>
<th>EXCISE DUTY</th>
<th>SALES TAX</th>
<th>PACKING &amp; FORWARDING CHARGES</th>
<th>FREIGHT CHARGE</th>
<th>INSURANCE CHARGES</th>
<th>LANDED VALUE PER TANKER</th>
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<tr>
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<td>Water Tanker 3KL</td>
<td>No</td>
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<td>2</td>
<td>Any other item</td>
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</tbody>
</table>

(please specify)
Bladed Unit: Tanker - speed/draft compatibility with Trailers

3/4 View of tankers: tanker with trailer

1/3 View of tankers: tanker with trailer

Signature: [Signature]

Date: [Date]

(Seventy D.D.)