Advertisement of Global Tender

TENDER NO : BCCL/ PUR/300229/Powder Magnetite/Global/09-10/103

DUE DATE & TIME FOR SUBMISSION— 21.12.09     UP TO 1 PM
DUE DATE & TIME FOR OPENING— 21.12.09     AT 3 PM

COST OF TENDER DOCUMENT – Rs 5000.00 or equivalent to US $ 104.00
REQUIRED AMOUNT OF EARNEST MONEY – Rs. 9.22 Lakh or equivalent to US $ 18440.00
( Please see clause no.11 & 13)

Dear Sirs,

Sub: Notice Inviting Tender for supply of Powder Magnetite 15000 MT for a period of 5(Five) years.

1. Sealed tenders are invited in duplicate only from the proven manufacturers or their exclusively authorized sole selling agents authorized by their manufacturer to offer against this tender for supply of Powder Magnetite to different Coal washery of BCCL as per detailed specifications as Annexure – “A”.

PROVEN MEANS THOSE MANUFACTURERS OR EXCLUSIVELY AUTHORISED SOLE SELLING AGENTS WHO HAVE SUPPLIED TENDERED ITEM(S) 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.

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. A tender which has not been received on the due date and before the time of opening of the tender, the same will not be considered. No 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
   iv) Annexure ‘ D’ - Format of Integrity Pact

7. (a) The offers are to be submitted in four parts. The first part “Part- I i.e. Techno-commercial offer” should contain the detailed Technical and commercial terms of the offer. 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 downloaded 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”.
   (d) “Part – IV” It should contain the Integrity Pact (Format given at annexure “D” of the NIT) duly accepted with sign and seal on each page. The envelope shall be sealed, superscribed with tender number and due date of opening and must mark “Part-IV”.

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 four sealed envelopes i.e. “Part – I” [Techno-commercial bid], “Part- II” [Price bid] “Part – III” [Requisite tender fee as indicated in the tender notice], and “Part – IV” [Format of Integrity Pact] should be kept in a bigger envelope giving details of the tender No. and due date of submission and opening along with the name and address of the bidder.

In absence of “Part-III” envelope (for those tenderers who have downloaded the tender documents from our website) and “Part-IV” envelope, offer shall be rejected out rightly without any reference.

8. Part - I (Techno commercial Offer) and “Part – III” (Tender fee) and “Part – IV” (Integrity Pact) will be opened on the due date of tender opening 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 tender 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.

09. 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. 9.22 Lakh in terms of Bank Draft of any Schedule Indian Bank or equivalent US $ 18440.00 in terms of Bank Draft of Foreign 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 tendered are required to deposit security money in the form of Bank Draft/Bank Guarantee of any schedule Bank of 10% 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 supply order shall be cancelled and the 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 into 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 DG S&D/NSIC/Ancillary 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 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 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 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 with the tenders except printed leaflets/catalogues and have company’s seal. This is must otherwise offer shall 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 quantity 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). Offer 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 whom penal action have been initiated for breach of contract.

(xi). In case a firm is proven for a sub-assly of any particular Equipment, it will be considered proven for components of that particular sub-assly of the Equipment only.

(xii) Purchase Preference Policy as per Govt.of India’s office memorandum no. DPE 13(12)/2003-Fin.Vol II dt. 18th July 2005 valid upto 31/03/2008 is applicable for any Govt.Dept/PSU tender. It is applicable to contracts of value of 5.0 crore and above but not exceeds 100.00 crore.

(xiii). As per Central Vigilance Commission (CVC) guide lines, no post tender negotiations 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 L-1 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.

Not withstanding anything said above, BCCL reserves the right to follow any guideline or instruction received from 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) 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 Excise duty if applicable (It will be payable extra on Ex-works price basis)

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

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

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

   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.

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 &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.

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:-
   i) Required delivery schedule-Pl refer Annexure ‘A’

<table>
<thead>
<tr>
<th>Sl.no</th>
<th>Item</th>
<th>Delivery Schedule</th>
</tr>
</thead>
</table>

   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. 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.

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

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

14. 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 Majeur, 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 Majeur, the bidder will not claim extension in
completion date for a period exceeding the period of delay attributable to the causes of
Force Majeur 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.

15. 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).

PENALTY FOR FAILURE TO SUPPLY IN TIME

APPENDIX-I

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 cancelling the supply order in respect of consignment not yet due for supply or

c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also

d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause(a) above.

e) To encash any Bank guarantee which is available for recovery of the penalty or

f) To forfeit the security deposit full or in part.

g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due to the successful tenderer in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

The supplier must confirm the acceptance of this Penalty clause which will not be altered.

**PRICE FALL CLAUSE.**

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 clause.
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 Principals Authorisation as Exclusive Authorised Marketing Outlet is enclosed with the offer  Yes/No

5. Acceptance of 6 months offer’s validity period as per clause No.3 of Annexure B of NIT  Yes/No

6. Whether quoted prices are FIRM/VARIABLE as per clause No.5 of Annexure ‘B’ of NIT  Yes/No

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

8. Whether Payment terms as per clause No.6 of Annexure ‘B’ of NIT accepted  Yes/No

9. Whether Liquidated damages & Risk purchase clause as per clause No.10 of Annexure ‘C’ of NIT accepted  Yes/No

10. Whether acceptance of Price fall clause as per clause 15 of Annexure ‘C’ of NIT accepted  Yes/No

11. Whether banned or delisted by any Govt or Quasi Govt Agency/PSU  Yes/No

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’

Detailed Technical Specifications/Qualifying Criteria and Important parameters

Technical Specifications

1. Specification
   Powder magnetite/magnetite iron-ore, packed in gunny bags or suitable bags, having magnetic content of 90% and above and fine enough to pass 90% or above through (-) 300 mesh during sieve analysis, in dry condition.

2. Rejection
   a) Magnetic content in powder magnetite: Magnetite powder/magnetite iron-ore having less than 85% of magnetic content will be rejected.
   b) Magnetite powder fineness: Quantity of Magnetite powder/magnetite iron-ore fines passing through, (-300) mesh, by less than 80%, shall be rejected.

3. Bonus:
   The requirement of powder magnetite in respect of magnetic content is as specified at Sl.no1. and the quoted rate shall be based on the quality requirement as specified above. However, in case of magnetic content supplied is more than the specified quality, bonus shall be applicable for increased magnetic content which shall be as under:
   i) 90% Magnetic content: No Bonus/ No Penalty
   ii) For every 1% increase in magnetic content above 90%: Bonus @ Rs15/-MT

4. Penalty
   (A) For Quality
   i) For every 1% decrease in magnetic content below 90% and upto 85%: Penalty @ Rs30/-MT
   ii) Below 85%: Material shall be rejected.

   (B) For Fineness
   i) 90% to pass through (-300 mesh): No penalty
   ii) 89.9% to 85%: Rs20/- Per tonne
   iii) 84.9% to 80%: Rs40/- Per tonne
   iv) Below 80%: Material shall be rejected.

The amount deducted on account of penalty against quality shall be adjusted against the suppliers bill in case of indigenous supplies. The sampling and analysis in case of dispute for such supplies have been dealt at Sl.no.7 of the tender specification.
For overseas supplier, quality inspection shall be done at the country of export before shipment by independent internationally certified quality testing agency. The testing will be done by the any of the agencies appended below:

1) M/s SGS India Pvt. Ltd
   250, Udyog Vihar, Phase IV
   Gurgaon, Haryana
   Corp Office at: 48, Adi Shankaracharya Marg
   Near Powai Telephone Exchange
   Vikhroli, Mumbai-40008

2) M/s Stewart Surveyors & Assayers Pvt Ltd
   C/O Alec Stewart group
   49/2, 4th Floor
   Purna Das Road
   Kolkata-29

The rate of bonus/penalty for overseas suppliers shall be as per the equivalent rate of the currency of the exporting country prevailing as on date and shall be strictly on the basis of the certification of the third party internationally certified testing agency.

5. Packing
Material should be securely packed, say in gunny bags, and suitably tagged indicating name of the firm, order no, lot no. date, consignee, etc. In case of indigenous supplier, the truck containing these bags should be covered by water proof tarpaulin to avoid any possibility of getting wet or getting blown away due to wind.

6. Delivery
The material to be supplied shall be in five equal consignments of 3000 Mt, in five running years totaling 15000 Mt. The first consignment of 3000 Mt is to be supplied in the first quarter of the year 2010-11.

7. Sampling details
The following sampling details are applicable only for Indian suppliers:
After the arrival of the stores at destination, a joint sampling shall be done and samples so collected shall be divided in three parts as under:
i) one to be kept by consignee
ii) one to be kept by the supplier
iii) one to be kept as “Referee Sample” duly sealed and labeled.
The analysis report shall be made available to the supplier within fifteen days of the receipt of the material.
Any rejection of materials is to be communicated to the supplier within fifteen days from the date of receipt of materials.
In case of any dispute/difference on the analysis report of the consignee, the referee sample shall be sent to ISM/CMRS, Dhanbad for final sampling analysis and the report of ISM/CMRIS shall be final and binding to both the parties.
The cost of the analysis of the referee sample shall be borne by the supplier and the same shall be adjusted from the suppliers bill.
8. Consignee

The consignee wise distribution for indigenous supplier in a year to the respective washeries shall be as follows.

<table>
<thead>
<tr>
<th>Washery</th>
<th>Quantity (Mt)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dugda Washery</td>
<td>1050</td>
</tr>
<tr>
<td>Bhojudih Washery</td>
<td>210</td>
</tr>
<tr>
<td>Patherdih Washery</td>
<td>300</td>
</tr>
<tr>
<td>Moonidih Washery</td>
<td>690</td>
</tr>
<tr>
<td>Sudamdih Washery</td>
<td>660</td>
</tr>
<tr>
<td>Mahuda Washery</td>
<td>90</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>3000</strong></td>
</tr>
</tbody>
</table>

9. Weight

The weight actually recorded by the consignee at washery/consignee end will be final and binding on both the parties in case the supplies are made by the Indian suppliers.

10. Variation in quantity

A maximum of 5% of variation in the ordered quantity during supply may be acceptable.

11. Disposal

In case of indigenous supplies, the consignment which is disputed and action for third party sampling and analysis is taken as detailed above, the remaining quantity may be consumed by the consignee, if the consignee so desires, but the payment against the same shall be strictly as per the result of the joint sampling. For quantity unacceptable, a rejection memo shall be served within 15 days of receipt at the consignee store. The supplier in such a case shall lift and remove such material within 15 days failing which a ground rent of 0.5% per week subject to a maximum of 5% will be charged and adjusted against the contractors pending bill. In case of delay in lifting of the rejected material, the consignee will not be responsible for any shortages/loss thereof. However, the above is only applicable for the indigenous suppliers.

12. Other disputes

Any dispute, in case of indigenous suppliers, other than that to be settled through arbitration, will be settled only in Dhanbad or a court competent for jurisdiction in Dhanbad in the state of Jharkhand.

13. Total quantity

15000 MT.

N.B. - Third Party Inspection/testing charge will be borne by the supplier.
ANNEXURE-C for Summarised NIT commercial terms:- Please confirm your acceptance / submission of the relevant documents or furnishing declaration for following Commercial terms of the NIT as tabulated below specifically in your offer

<table>
<thead>
<tr>
<th>Commercial terms of the NIT</th>
<th>To be confirmed/accepted/submitted or declared by the Bidder as per NIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Submission of Tender specific authorization if dealer.</td>
<td></td>
</tr>
<tr>
<td>2 Submission of Security-Money in case of order placement (Exemption allowed for State/Central Govt. Organization/PSU &amp; DGS&amp;D/NSIC registered for tendered items)</td>
<td></td>
</tr>
<tr>
<td>3. Declaration that the tenderer is not banned or delisted by any Govt Organization/Quasi Govt or PSU’s</td>
<td></td>
</tr>
<tr>
<td>4. Acceptance of Jurisdiction of Dhanbad Court and Jharkhand High Court in case of any legal disputes.</td>
<td></td>
</tr>
</tbody>
</table>
5(a). Price must be “FIRM”
5(b) Price to be “FOR Destination Basis “
5(c) Details of Tax & duties etc
i) Current applicable rate of ED
ii) Current rate of Sales Tax.
iii) Freight
iv) Insurance,
v) P&F charges
vi) Other Levies/ Duties if any (Rate in % age to be indicated)

<table>
<thead>
<tr>
<th>6. Validity of offer for period of 6 Months</th>
</tr>
</thead>
</table>

| 7. Payment Terms: 100% Payment after receipt and acceptance of materials at site within 30 days or submission of bill which ever is later |
| 8. NIT Delivery Clause (Minimum Delivery time to be quoted) with prefixing of word “Within”:- |
| 9. L.D Clause |
| 10. Performance Bank Guarantee (10% of landed value of Purchase order) |
| 11. Force Majure clause |
| 12. Inspection Clause of NIT |
| 13. Wantee/ Guarantee:- 12 Months from the date of fitment/commissioning or 18 months from the date of receipt which ever is earlier. |
| 14. Price fall Clause |
| 15. Bank Details |
| 16. Ultimate Consignee |
| 17. Packing for Transit Clause |
| 18. Submission of order copies as per NIT |
| 19. QUALITY CONTROL MEASURE |
| The bidder shall furnish details of quality control measures being adopted by him, including any International / Indian standard being followed. |
| 20. Acceptance of all other remaining commercial terms |

Signature of Bidder with Seal

Please go through the following additional checklist and ensure compliance for NIT Commercial terms and conditions before submitting the offer:-

<table>
<thead>
<tr>
<th>Commercials Terms as per NIT</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Submission of original Tender specific authorization from your Manufacturer/Principal. if Tenderer is a dealer</td>
<td>To be submitted</td>
</tr>
</tbody>
</table>
2. Have you submitted the requisite EMD or have enclosed proper document notarised as per NIT for exemption in submitting EMD

3. For claiming exemption from submission of security deposit please submit the notarised copy of registration with DGS&D/NSIC/Ancillary Unit of BCCL for tendered items.

4. Submission of *Notary certified* copy of valid registration of BIS/DGS&D/DGMS/NSIC etc if Manufacturer

5. For Imported items price will be on FOR Delivery port and must be firm. (Discount against FOB price attracts custom duty etc.) Pl. confirms the chapter no of custom duty under which item is covered along with rate of custom duty and counter veiling duty.

6. Have you submitted tender fee or proof of payment of tender fee in part I as indicated in Annexure-B

7. Have you carefully prepared and signed with Name & Designation and stamped the company’s seal on all the pages of the tender document.

8. Have you enclosed a blank format of price bid as quoted by you (Without Price) along with your offer with the confirmation that price bid have been carefully prepared and signed on all pages of the price bid. Model Price Bid Format given in annexure“C”

9. Have you accepted to furnish the import documents from your principal?

10. Have you accepted to furnish certificate along with your offer of your auditor certifying that you have paid customs duty as per prevailing customs rate and refund if any shall be passed on to the buyer.

11. Have you sought any deviation in commercial or technical parameters

12. You must confirm your TIN No./PAN./CST No. and also the Vendor code if already registered with BCCL. (Please Confirm as applicable.)

13. Have you submitted/accepted the NIT Commercial terms and conditions as detailed in the Annexure“C”.

14. Have you submitted/accepted the Integrity Pact as detailed in the Annexure“D”. in a separate sealed envelope

(A) Management reserves the right to increase or decrease the Quantity against any/all the items of the tender by not more than 20% of the tendered Quantity.

(B) In case, if the opening date of tender falls on Holiday or on Saturday, the tender shall be opened at 3 P.M. on immediate next working day.

(C) Delivery Schedule: Minimum delivery time to be offered

(D) Venue of Tender Opening: Office of CGM (MM), BCCL, Koyla Bhawan, Dhanbad.
Annexure “D”

INTEGRITY PACT

BCCL HAS SIGNED M.O.U WITH M/S. TRANSPARENCY INTERNATIONAL INDIA FOR IMPLEMENTATION OF INTEGRITY PACT FOR PURCHASE OF TENDERS VALUED AT RS. 2.00 CRORES AND ABOVE. THE INTEGRITY PACT DOCUMENT TO BE SIGNED BY THE BIDDERS IS ENCLOSED. SUBMISSION OF INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IS MANDATORY FOR THIS TENDER. THEREFORE, THE TENDERERS ARE ADVISED TO SUBMIT THE INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IN A SEPARATE SEALED ENVELOPE SUPERSCRIBING “INTEGRITY PACT AGAINST TENDER NO. BCCL/ PUR/300229/Powder Magnetite/Global/09-10/103 DUE ON 21.12.2009
IN CASE THIS IS NOT SUBMITTED IN A SEPARATE COVER ALONGWITH THE TENDER, THE TENDER MAY BE CONSIDERED AS UNRESPONSIVE AND MAY NOT BE CONSIDERED FURTHER FOR EVALUATION.

<table>
<thead>
<tr>
<th>Independent External Monitor for this tender</th>
<th>Shri SC Samal, IAS (Retd.) CA-193, Sector-I, Bidhan Nagar, Kolkata – 700064</th>
</tr>
</thead>
</table>

INTEGRITY PACT

Between
BHARAT COKING COAL LIMITED (BCCL) hereinafter referred to as “The Principal”
And
......................................................hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -------------------------------. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.
In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and...
to observe the following principles:-
1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor
(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts.
If the Bidder, before contract award has committed a transgression through a
violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

**Section 4 – Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

**Section 5 – Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
Section 6 – Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor/Monitors

(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the ‘Principal’ and, should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.

8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word ‘Monitor’ would include both singular and plural.

Section 9 – Pact Duration
This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other provisions
1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. DHANBAD
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

For the Principal For the Bidder/Contractor

Place…………………… Witness 1 : ……………………………

Date …………………… Witness 2 : …………………………….