



BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

Office of the Chief General Manager(MM)

Materials Management Department

Commercial Block L-III , Koyla Bhawan : Koyla Nagar

Dhanbad : 826005

(Fax No- 0326-2230183)

ADVERTISED DOMESTIC TENDER

(Not transferable)

**Under jurisdiction of Dhanbad Court and
Jhrakhand High Court only.**

TENDER NO – BCCLPur/610000/410HP Dozer/10-11/43

LAST DATE & TIME FOR SUBMISSION- by 3.00PM on 10-09-2010

DUE DATE & TIME FOR OPENING- at 3.30PM on 10-09-2010

Date of pre bid meeting- 18-08-2010 (Details at para xiv) of Important Notes of the NIT)

COST OF TENDER DOCUMENT – Rs.5000.00

REQUIRED AMOUNT OF EARNEST MONEY – Rs.10,00,000.00 only.

(Please see clause no.11 & 13)

ESTIMATED VALUE OF TENDER- Rs.1480.00 lakhs.

C.R.NO.....DATED

TENDER ENQUIRY

Document issued to:	If this Tender Document has been downloaded from BCCL website (1) The bidder must enclose the required Bank Draft for the requisite Tender Fee i.e.cost of Tender Documents along with the tender [Part-III envelope Clause 8(c)] otherwise their offer shall be rejected out rightly without any reference (2) A certificate is required from the bidder that they undertake the tender submitted by them is downloaded from BCCL Web site (http://bccl.cmpdi.co.in) and that is the same in contents and form (verbatim) . Any deviation , if detected at any stage , would entitle BCCL to reject their offer / bid without assigning any reason or recourse to any penal action and would be legally binding on them.
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Dear Sirs,

Sub: Notice Inviting Tender for supply of 410HP Dozer.

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 410HP Dozer to BCCL as per detailed specifications enclosed as annexure – “A & B”.

(PROVEN MEANS THOSE MANUFACTURERS WHO HAVE SUCCESSFULLY SUPPLIED , ERECTED , COMMISSIONED THE TYPE AND MODEL OF THE OFFERED EQUIPMENTS IN THE PAST TO THE MINING INDUSTRY AND / OR TO THE OTHER INDUSTRIES (PRIVATE OR GOVERNMENT / PUBLIC SECTOR UNDERTAKING – INDIGENOUS OR GLOBAL AGAINST REGULAR (FIRM) ORDER (NOT TRIAL ORDER) AND SUCH EQUIPMENTS HAVE GIVEN SATISFACTORY PERFORMANCE . SATISFACTORY PERFORMANCE MEANS THAT THE SUPPLIED EQUIPMENTS HAVE ACHIEVED PERCENTAGE OF GUARANTEED AVAILABILITY FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM THE DATE OF COMMISSIONING AS SPECIFIED IN THE CONCERNED ORDER/ORDERS. (PERIOD WILL BE CALCULATED AS ON THE DATE OF TENDER OPENING). TRIAL ORDERS PLACED BY CIL AND ITS SUBSIDIARY CO.HQ. MAY BE CONSIDERED IF THE FIRM ON WHOM TRIAL ORDER HAS BEEN PLACED , OBTAINS PROVEN STATUS ON PERFORMANCE BASIS ON THE DATE OF TENDER OPENING AGAINST SUCH TRIAL ORDRS .

2. Requirement :

S/No.	Specification	Addition qty.	Replacement qty.	Total qty.
		Project Concessional Custom duty (PCD)	Normal Custom Duty (NCD)	
1	410HP Dozer	nil	8no.	8nos

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.

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:

- i) Annexure 'A' - Technical specification
- ii) Annexure 'B' - Equipment specification
- iii) Annexure 'C' - Commercial terms and conditions
- iv) Annexure 'D' - Blank format of price bid as to be quoted by the tenderer (without price) for equipment.
(Domestic supplier to quote in Indian rupees and
overseas supplier to quote in foreign currency.)
- v) Annexure 'E' - Check List
- vi) Annexure 'F' - Format of Integrity Pact.

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 F 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 – “D ”. 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”.

(d) “ Part-IV the intending tenderer must enclose the Integrity Pact format duly signed and stamped in all pages in the Part IV envelope. 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.

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 ” [Integrity Pact] should be put in another sealed envelope subscribing thereon the details of the tender No. and due date and time of submission and opening along with the name and address of the bidder.

In case “Part-III”(for those tenderers who have down loaded the tender documents from our website) and/or “Part –IV” envelope (Integrity Pact) is not submitted as above the offer shall be rejected out rightly without any reference

09. Part - I (Techno commercial Offer) , “Part – III” (Tender fee) and “Part – IV ” [Integrity Pact] will be opened on the due date of tender opening in the office of the CGM(MM) , Commercial Block , L-III , Koyla Bhawan , Dhanbad –826 005 in presence of the authorised representative of the attending bidders

NOTE.

a) Tenders not submitted in the above manner will not be accepted.

b) If tenderer disclose their price in the techno-commercial bid(Part-I) , the offer will be 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.10.00 lakhs in terms of Bank Draft of any Schedule Indian Bank (for domestic supplier) or equivalent US \$ ----- in terms of Foreign Bank (~~for overseas supplier~~) 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 Bank Guarantee for security money enclosed 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. Distribution of order :- Not applicable

18. 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). Self attested copies of orders received from subsidiaries of CIL for the quoted items should be submitted along with the quotation in the Part-I(Techno-commercial offer). List of past supplies with the details of order reference and the performance report if any should be furnished along with the offer

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

(vi). All pages of tender documents should be signed including all enclosures submitted with the tenders except printed leaflets / catalogues and have company’s seal otherwise offer may be rejected.

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

- (viii) BCCL reserves the right to increase or decrease the tendered qty. against any/all the items of the tender.
- (ix). The tenderer must submit separate sheet in Part 'I' (Techno-commercial offer) indicating any deviation in their offer from the Technical and Commercial terms specified/required.
- (x) In case the date of tender happens to be a holiday , the tender shall be opened at 3.00 PM on the next day.
- (xi) Govt./ Undertaking / Ancillary Unit of BCCL for the tendered item , are exempted from paying tender fee.
- (xii) Bidders are required to complete and submit the check list of Commercial Terms of NIT. The deviation , if any , with the NIT terms must indicated clearly in the Check list. If the same are not indicated in the check list , it will be presumed that the relevant clauses have been accepted as per NIT and the same will be binding on the tenderer. The entries / confirmations made in the check list must correctly reflect the details of the offer made with respect to the particular term of NIT. In case of any deviation or difference in the interpretation between the content of the offer and the check list , the entries / confirmations shown in the check list will be applicable and binding on the bidder.
- (xiii) Bidders for the items requiring DGMS approval shall have to submit copy of DGMS approval with latest validity extension, If any. They will also submit copy of valid BIS license (if applicable) . These documents will also be duly authenticated by the bidders (stamped and signed) and attested by the court of Notary Public.
- The bidders shall essentially submit authenticated copies (signed and stamped BY THE Bidder) of orders received by them from CIL , its subsidiary company , other Govt. Undertakings and / or Govt. Deptt. / Private sector Failure to submit the documents shall render a tender liable for rejection.
- (xiv) Ancillary units of BCCL shall be extended the benefits , as per the prevailing policies of the Company.
- (xv) Purchase Preference Policy if any for products and services of Central Public sector Enterprises(CPSEs) shall be applicable as per the directive of the Govt. of India being issued from time to time.
- (xvi) Pre bid meeting with the prospective bidders will be held on dated 18-08-2010 at 11.30 AM in the office of Chief General Manager (MM), BCCL,Koyla Bhawan Dhanbad for the clarification of the terms of the NIT. The pre bid meeting will be only to clarify the terms and conditions of the NIT and no request for the any modification of NIT terms will be entertained**

IMPORTANT MANDATORY NOTE FOR BIDDERS IN RESPECT OF INTEGRITY PACT DOCUMENTS TO BE SIGNED:

BIDDERS ARE REQUIRED TO SUBMIT INTEGRITY PACT WITH BCCL DULY SIGNED AND STAMPED IN ALL PAPERS AS PER THE FORMAT GIVEN AT ANNEXURE - F IN ANOTHER SEPARATE ENVELOPE CONFIRMING THAT ALL THE TERMS AND CONDITIONS ARE ACCEPTABLE TO THEM , NON SUBMISSION OF INTEGRITY PACT AMOUNTS TO NON-QUALIFICATION AND NO FURTHER EVALUATION OF OFFER SHALL BE DONE WITHOUT ASSIGNING ANY REASON BY BCCL.

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 AND CONDITIONS

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 equipment offered .
 - iii) Details of order received giving the name of the buyer, their address and country, date of order and number of machines ordered and supplied. Specific details should be given regarding the machine supplied and running in India with full address of the user , so that the same can be verified if felt necessary.
 - iv) Details of collaborations, if any.
 - v) 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.
 - vi) Details of Training offered , if any.
 - vii) 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.
 - viii) Confirmation about spare parts support offered for the entire life of the machines.
 - ix) A separate list of Tools and Tackles required for normal maintenance should be submitted.
 - x) 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.
 - xi) 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.
 - xii) A statement certifying that the bidder accepts all the commercial terms and conditions of Bharat Coking Coal Limited given in this bid documents without any reservation what so ever.

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

- i) Rate (Prices) must be quoted FIRM & FOR Destination basis with the following break up.
 - a) Ex-Works Price
 - b) Freight ,Insurance ,Packing & Forwarding charges on lump-sum basis.
 - c) Excise duty if applicable(It will be payable extra on Ex-works price basis)
 - d) Sales Tax(It will be payable extra as applicable) / VAT.

TAXES & DUTIES

- a). Excise Duty , if applicable , will be payable extra as per prevailing Excise Rules. The firm should confirm in the techno-commercial bid that Refund/Credit, if any, obtained shall be passed on to the buyer which shall be certified by the auditor of the supplier.
- b)The supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the Purchaser's country, including all Bank Charges.
- c)The Purchaser shall bear all taxes, duties etc. within the contractual delivery period on submission of documentary evidence, levied by the Government or any other agency in the Purchaser's country- including all Bank Charges in case of imports.

d) Excise Duty - The legally applicable rate of Excise Duty should be clearly mentioned in the commercial bid (PART I) and the rate and the value in the price bid (PART-II).

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

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

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

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

- ~~ii) In case of direct import by us , price will be on F.O.B. delivery Port basis only . The Price must be on FIRM basis.~~
- ~~iii) In case of Imported stores and prices are in Indian rupees on FOR destination basis , only applicable sales tax and statutory local levies(if any) will be payable extra. The price must be on FIRM basis.~~
- ~~iv) Conditional discount including quantity discount will not be considered for comparative purpose . Cash discount or Prompt payment discount will also be treated in the same manner. However only unconditional discount will be taken into account for comparative evaluation. In case of F.O.B price all discount attracts custom duty etc. except trade discount.~~
- ~~v) In case the required items are imported by an Indian Agent / distributor and offered to BCCL in Indian Rupees, the Indian Agent / distributor shall have to submit the following documents with each supply:~~

~~(i) Their foreign principal's invoice or packing list — original as well as certified photocopy.~~

~~(ii) Certified photocopy of Bill of Lading.~~

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

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

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

~~The Bidders from overseas countries shall quote the prices on FOB port of shipment basis in any freely convertible currency. The details in PART – I must indicate the name & address of your agents in India. It should also confirm that the commission payable to them has been indicated in PART-II (Price Bid). In case, the bidders (from overseas countries) do not have any Indian Agents, it should be clearly mentioned in PART-I.~~

In case of Additional Requirement where buyer can avail the Project Concessional Custom Duty on the imported contents , you must indicate the following:

- a) CIF value of the imported content, if any, both in Indian Rupees and in the specified foreign currency indicating the date of applicable exchange rate and the applicable rate of custom and other duties.
- b) Rate of customs duty on imported component taken for computation of the prices - both for project concessional and for the normal rate.

For availing the Project Concessional Custom Duty on the imported contents , requisite documents shall be provided by BCCL .

A domestic manufacturer shall be considered as an indigenous manufacturer , if the equipment manufactured and offered by them against tender has indigenous material content cost plus labour content cost in excess of 30% of ex-works value of the equipment including all taxes and duties. This is to be certified by the auditors of the manufacturer.

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%	1½%
1501Km - 2000 Km	4%	2%	1½%
1001 Km -1500 Km	3%	2%	1½%
501 Km – 1000 Km	2%	2%	1½%
Below 500 Km	1%	2%	1½%

~~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.~~

Sl.no	Description	Imported from USA ,Canada and Japan	Imported from European and other countries.
1	Freight	12% of FOB value	10% of FOB value
2	Insurances Charges	1/2% of FOB value	1/2% of FOB value
3	Custom Duty	As applicable	As applicable
4	Port handling and clearance Charges , Inland transportation and other miscellaneous charges	5% of FOB value	5% of FOB value

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

3. VALIDITY:- The offer must be valid for acceptance for a period of 180 days from the date of opening tender. Offers will not be permitted to be withdrawn during this period.
4. ULTIMATE CONSIGNEE:- The materials may be consigned to any of the depot of BCCL.
5. PRICE VARIATION: Only FIRM price shall be quoted .No price variation will be allowed during the pendency of the contract excepting for price fall clause.
6. PAYMENT TERM;-
 - a) For indigenous supplies in case of equipment.

80% value of each equipment and the accessories and 100% excise duty and full concessional ST/CST along with 100% transportation & insurances and other charges will be paid only within 30 days from the date of receipt of the equipment at the consignee end. The equipment should be accompanied with relevant dispatch documents like challan , Maker's Test - Cum Inspection Certificate, Warranty Certificate, CIL/ BCCL's Inspection Certificate etc. This payment will be released only after receipt of required value of the Bank Guarantee towards performance. The validity of the Bank Guarantee shall be 18 months from the date of receipt and acceptance of the Equipments.

Balance 20% payment shall be made within 30 days from the date of successful completion of erection, testing, commissioning and final acceptance of the equipment(along with accessories) at site upon presentation of a certificate from the project officer and duly countersigned by Technical Head to the effect that the equipment has been erected and commissioned to their entire satisfaction

~~b) For imported supplies -~~

- ~~— 80% value of each equipment and the accessories will be paid only against Letter of Credit. The equipment should be accompanied with relevant dispatch documents.~~
- ~~— Balance 20% payment shall be made within 30 days of successful completion of erection, testing, commissioning and final acceptance of the equipment(along with accessories) at site upon presentation of a certificate from the project officer and duly countersigned by Technical Head to the effect that the equipment has been erected and commissioned to their entire satisfaction. This payment shall also be made against letter of credit.~~
- ~~— All bank charges incidental to opening of letter of credit in purchaser's country shall be borne by BCCL and all charges in the seller's country shall be borne by the beneficiary.~~

~~PLEASE NOTE THAT THESE PAYMENTS SHALL BE MADE THROUGH AN IRREVOCABLE LETTER OF CREDIT. THE LETTER OF CREDIT SHALL NOT BE CONFIRMED. IN CASE THE BIDDER INSISTS FOR CONFIRMATION OF THE LETTER OF CREDIT, THE COST OF CONFIRMATION SHALL BE BORNE BY THE BIDDER.~~

~~Payment for agency commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer. Agency commission, if any, shall be paid in equivalent Indian rupees within twenty one days of submission of bills along with following documents~~

~~(A) Foreign Principal's proforma invoice. Or any other authentic documents indicating the commission payable to the India Agent -~~

~~(B) Copy of the agency agreement , if any , with the foreign principal stating the precise relationship between them.~~

~~(C) The enlistment of the Indian Agent with DGS&D , New Delhi under compulsory Registration Scheme of Ministry of Finance in case the items are fall under the restricted list of current export import policy of Govt. of India.~~

~~(D) Copy of bill of lading.~~

~~(E) Certificate from State Bank of India regarding BC selling exchange rate ruling on the date of bill of lading.~~

~~Note :- In case of Indian Agent , nature of after sales service to be rendered by the Indian Agent is required to be mentioned.~~

NO OTHER PAYMENT TERMS WILL BE ACCEPTED.

Note - No payment will be made for supply of incomplete equipment.

~~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 supplier, 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.

In absence of above details/information offer may be liable to be considered unresponsive.

9..REQUIRED DELIVERY SCHEDULE:-

The bidders are required to quote their best possible delivery period indicating the period of commencement and completion of delivery and the rate at which supplies shall be made. Delivery schedule shall be reckoned from the 10TH day from the date of order /opening of LG and the date of receipt of materials at our stores/~~date of Bill of Lading~~ shall be treated as the date of delivery.

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

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

10.PENALTY FOR FAILURE TO SUPPLY IN TIME:

The time and date of delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified . No materials should be

supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

In the event of failure to 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 basic FOR destination 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 15%.

b)To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or

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

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

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

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

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

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

11.GUARANTEE/WARRANTY/PERFORMANCE BANK GUARANTEE

i)) The equipment will be warranted against any manufacturing defects/workmanship for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance. Any defect observed on this account shall be attended to immediately and in no case beyond a period of

one month. For specific warranty on assemblies and sub-assemblies, details given in Technical specification may be referred to.

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

“At no cost to the purchaser” means, the supplier will have to bear all the expenses up to the destination site i.e. Ex-works prices, Excise duty, Sales tax, Insurance, 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 Equipments for 10% value of the order as a coverage towards the machine's performance against the contract (in the standard format Appendix- I enclosed herewith) , must be submitted as soon as they supply the equipment . 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.

12. PACKING FOR TRANSIT.

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

13. ERECTION & SUPERVISION

The supplier shall be responsible for the erection and commissioning at no extra cost to the purchaser within 75 days of receipt of complete equipment at site. However, the purchaser will assist in providing necessary erection tools & tackles etc. and unskilled manpower for this purpose.

14. QUALITY CONTROL MEASURE

The bidder shall furnish details of quality control measures being adopted by him, including any International / Indian standard being followed. The details should include the equipment and personnel employed for this purpose.

15. 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.

16. 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.

17. INSPECTION & TESTS.

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

ii) The inspections and tests may be 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 representatives 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.

18. In case of placement of order, the supplier will be required to submit an assembly-wise parts catalogue to this office, in addition to other manuals as given in the Technical specifications.

For Chief General Manager(MM)

LETTER OF PERFORMANCE GUARANTEE.

APPENDIX-I

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

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

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

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

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

4. We., Bank Ltd. further agree with the purchaser ,that the purchaser , shall have the fullest liberty
without our consent and without affecting in any manner no obligations hereunder to vary any of the
terms and conditions of the said contract or to extend time of performance by the said seller(s) from
time to time or to postpone for any time or from time to time any of the powers exercisable by the
purchaser , against the said seller and to forbear or enforce any of the terms and conditions relating
to the said contract and we shall not be relived from our liability by reason or any such variation or
extension being granted to the said seller or for any forbearance act or omission on the part of the
purchaser , or any indulgence by the purchaser to the said seller by any such matter or thing
whatsoever which under the law relating to sureties would be for this provision have effect of an
relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it
is not extended by the bank beyond the period specified above , the bank shall pay to this purchaser
the said sum of ----- or such lesser sum as may than be due the purchaser and as the
purchaser may demand.

5. We ,----- Bank Ltd. lastly undertake not to revoke this guarantee during its
currency except with the previous consent of the purchaser , in writing.

6. The Bank has under its constitution power to give this guarantee and Mr.-----
Manager , who has signed it on behalf of the Bank has authority to do so.

7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or
the Contractor.

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

For ----- Bank Limited

Signature of the authorised person
for and on behalf of the Bank

FORMAT OF BANK GUARANTEE FOR SECURITY MONEY

APPENDIX-II

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 suffered 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.

CHECKLIST

Please specify the following :

Q.No	List of questions	Indicate in Yes / No below
1	Are you a Manufacturer ?	Yes / No
2	Are you 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.	Yes / No
4	In case of (2) above whether the Principals Authorisation as Exclusive Authorised Marketing Outlet is enclosed with the offer	Yes / No
5	Have you submitted the tender fee or Proof of payment of tender fee in Part-I as indicated in Annexure-B (This is applicable in case of those bidders who have downloaded the tender papers through BCCL’s website.)	Yes / No
6.(a)	Have you carefully prepared and signed with name & designation and have stamped the company's seal on all pages of tender documents/offer along with enclosures consisting of PART-I, PART-II & PART –III.	Yes / No
7.(b)	Have you enclosed in Part-II a blank format of price bid (Price format as per Annexure), as quoted by you (WITHOUT PRICE) along with confirmation that Price bid have been carefully prepared and signed on all pages of price bid.	Yes / No
8.(a)	Have you quoted FOR Destination /FOB price(s) and indicated the break-up as per NIT.?	Yes / No
8(b)	Have you accepted to furnish the import documents from principal along with supply of materials as per NIT?	Yes / No
8(c)	Have you accepted to submit certificate with each supply of your Auditor certifying that you have paid Customs Duty as per prevailing Customs Rates and refund if any shall be passed on to buyer ?	Yes / No

8(d)	Have you accepted to submit certificate of the auditor that Refund/Credit, if any, obtained in respect of Excise duty shall be passed on to the buyer.	Yes / No
9	Have you quoted firm price ?	Yes / No
10.	Is your offer valid for 180 days from the date of opening of tender ?	Yes / No
11	Have you specified firm delivery period ?	Yes / No
12	Have you accepted Liquidated Damages & Force majeure clause ?	Yes / No
13	Have you accepted Payment terms ?	Yes / No
14	Have you accepted Inspection terms?	Yes / No
15	Have you submitted Earnest Money OR enclosed any documentary evidence for exemption towards submission of EMD ?	Yes / No
16	Have you accepted to deposit Security Money OR enclosed any documents for exemption towards submission of SD?	Yes / No
17	Have you accepted to submit Performance Bank Guarantee ?	Yes / No
18.	Have you sought any deviations in COMMERCIAL OR TECHNICAL PARAMETERS and have specified them in the schedules prescribed for them in schedule of tender submission?	Yes / No
19.	Have you submitted copies of documents DGMS in case of DGMS approved items?	Yes / No
20.	Have you accepted Price fall clause?	Yes / No
21.	Have you accepted Jurisdiction of Dhanbad Court and Jharkhand High court?	Yes / No
22.	Have you accepted Guarantee/Warranty clause ?	Yes / No
23.	Have you submitted declaration that you have not been banned or de-listed by any Government or quasi-Government agencies or PSUs.?	Yes / No
24	Have you submitted a certificate of the auditor that the equipment manufactured and offered against tender has indigenous material content cost plus labour content cost in excess of 30% of ex-works value of the equipment including all taxes and duties to consider a domestic manufacturer.	Yes / No
24.	Have you submitted declaration that you have accepted all the commercial terms and conditions as per NIT	Yes / No

	without any reservation.	
--	--------------------------	--

SIGNATURE OF THE TENDERER
WITH SEAL & STAMP

Technical Specifications

ANNEXURE- "A"

Preface - Instructions to Bidders

1. Introduction

These Technical Specifications identify the technical requirements of the Goods and Services which are the subject of this Tender .

The Technical Specifications are presented in four parts as follows:

- A. Scope of Supply
- B. General Requirements
 - 1) Geography and Climatic Conditions
 - 2) Goods (Equipment and Machinery)
 - 3) Standards
 - 4) Supplier's Responsibility
 - 5) Spare Parts Provisions
 - 6) Composite Warranty / Guarantee
 - 7) Performance Guarantee
 - 8) Quality Assurance
- C. Equipment Specifications

2. Conformity with Specifications

The Equipment to be provided shall conform with the requirements defined in these parts. Where stated requirements conflict, the order in which the specifications shall prevail is as follows:

Part A followed by

Part B followed by

Part C

Site Visits

The Bidder prior to making any Bid calculation and as part of the preparation of it's Bid, shall be deemed to have visited and inspected the Site(s), made all enquiries and collected all information documentary or otherwise, including climatic conditions, as considered necessary by the Bidder for the proper and accurate preparation of it's bid.

Technical Response

Bidders shall provide a Clause by Clause commentary demonstrating compliance with the Purchaser's Technical Specifications, identifying any deviations thereto, together with full supporting technical literature and data sheets. The Equipment offered by Bidders will be evaluated technically based on the information presented in the bid without reference to extrinsic evidence.

Additionally Bidders shall provide the information specifically requested in the Attachment to the Technical Specifications.

Failure to provide any information requested in any part of this specification may deem the bid non-responsive.

A. Scope of Supply

A.1 Equipment Package

The Supplier is required to bid as per the equipment package detailed in the Tender Document

A.2 Supplementary Items

- I. The Equipment shall be provided with a comprehensive tool kit, which shall include any special tools required for erection, commissioning and for the maintenance and repair of all the Equipment.
- II. First fill of all oils , grease and lubricants needed for test and commissioning of each equipment .
- III. All filters & O rings except standard engine filters required for first 3000 working hours .

A.3 Information and Drawings

At least one month before the scheduled installation date, the Supplier shall provide:

- (a) One suitably illustrated copy of Operating, Repair and Maintenance Instructions for all the equipment, written in the English language, substantially bound in book form;
- (b) One suitably illustrated copy of detailed Spares Parts Manuals covering all plant, Equipment and accessories substantially bound in book form;

The Supplier shall also submit the data identified in the specifications for each item of Equipment proposed. In addition to the Equipment drawings requested, where appropriate the Supplier shall supply detailed drawings illustrating erection/assembly site(s), foundation and accommodation requirements for such items as drive motors, switch installations etc.

A.4 Erection/Assembly, Commissioning and Performance Testing

The Supplier shall provide the Services of Specialist Technicians to supervise the installation/erection/assembly, commissioning and any performance testing of the plant, Equipment and accessories supplied .

The Technicians shall remain at site following commissioning until all necessary personnel are fully conversant with the maintenance and operation of the Equipment.

A.5 Training

The Supplier shall also be responsible for the provision and delivery content of any suitable training programmes necessary for operation and maintenance of the Equipment.

B. General Requirements

B.1 Geography and Climatic Conditions

Elevation

The natural surface varies from 100 to 1000m above mean sea level.

Climate

The climate is sub-tropical to tropical, dusty, with a hot and humid atmosphere. Monsoon rains occur in the period from June to October.

Ambient Conditions	Relative Humidity	-	Maximum 98%
	Temperature	-	Minimum 0° C
			Maximum 50° C
Rainfall	The mean annual rainfall is 1,000 mm, 90 to 95% of which may fall in rainy season from June to October .		
Wind	April to September	-	South to South Westerly
	October to March	-	North Westerly
	Speed	-	8 km per hr average
		-	100 km per hr maximum
Under foot	Slushy and highly abrasive .		

B.2 Goods (Equipment and Machinery)

Detailed specifications of the Equipment to be supplied are given in Annexure-B.

In general, all items shall be:

- new , unused and of the current design (incorporating latest proven features) and not likely to be discontinued or become obsolete in near future
- designed and constructed to handle without overload and for the working hours stated, the maximum volumes/rates specified;
- designed to facilitate ready access, cleaning, inspection, maintenance and repair of component parts;
- designed to facilitate rapid changeover of consumable items.

The component parts of all items shall, wherever possible, be selected from the standard ranges of reputable manufacturers.

The Equipment and accessories shall be physically robust and where necessary capable of dismantling for transportation and ready re-assembly using simple tools. All Equipment items provided shall be designed to be compatible within the proposed overall Scope of Supply.

Electrical Equipment shall provide all protection devices, controls and interfaces for the Equipment to operate safely and efficiently.

All workmanship and materials shall be of first class quality in every respect.

All parts and surfaces which are exposed to corrosive environments shall be suitably protected to prevent any effects of corrosion or erosion.

B.3 Standards

Beside conforming to the Standards specified in the Equipment Specification in Part D , the Equipment shall also has to meet approval of the Statutory Government Authorities including Director General of Mines Safety (DGMS) having jurisdiction over the Equipment and its use.

The system of units for all measurements shall be the Systeme International d’Unités (S.I.).

B.4 Suppliers Responsibility

The Purchaser requires that the Supplier shall accept responsibility for the provision of complete operatable and compatible Equipment and systems within the Scope of Supply. This document identifies only the major items required for the installation and the Supplier shall ensure that the total supply includes all necessary Equipment for it to function effectively and safely. Any additional items the Supplier considers necessary to ensure compliance with such a requirement shall be identified and included.

If the Supplier observes that this Specification document contains any anomalies, ambiguities, flaws, errors or omissions, the Supplier shall immediately bring these to the attention of the Purchaser.

The Supplier shall be responsible for the testing and commissioning of the Equipment and ensure that it meets the requirements as specified. The commissioning and setting to work of the whole Equipment Supply package shall be carried out under the supervision of the Supplier in conjunction with the Purchaser's nominated personnel

B.5 Spare Parts Provisions

B.5.1 Availability of Spare Parts.

All items and Equipment proposed shall be of current design and manufacture. The Supplier shall warrant that sufficient spares and servicing facilities will be available to maintain the Equipment in use throughout its life.

B.5.2 Provision of Spare Parts

Within the Contract Price, the Purchaser shall agree to purchase all filters and O rings except standard engine filters required for first 3000 hours of operation of each equipment .

The Bidder shall stock sufficient fast moving & maintenance and other spares in their Local Depots to ensure maximum availability of their equipment

B.5.3 Emergency Spare Parts

The Bidder shall ensure that Spare Parts required urgently by the Purchaser for repair of breakdown equipment are supplied at over riding priority .

B.5.4 Lifetime Spare Parts

The Supplier undertakes and guarantees to produce and maintain stocks, to be available for purchase by the Purchaser under separate agreement, of all Spare Parts and Consumables as may be required for maintenance and repair of the Plant throughout its working life. In the event that the Supplier wishes to terminate production of such Spare Parts, the Supplier shall:

- (a) give not less than six months notice in writing of it's intention to terminate production in order to permit the Purchaser reasonable time in which to procure needed requirements; and
- (b) immediately following termination, provide to the Purchaser at no cost, manufacturing drawings material specifications and all necessary permissions to facilitate manufacture of the Spare Parts elsewhere.

In any event, the Supplier shall not seek to terminate manufacture of spare parts for a period of not less than ten (10) years from Taking-Over.

B.5.5 Oils, Lubricants and Fluids

Not less than one (1) month before the scheduled date for Acceptance, the Supplier shall provide to the Purchaser a detailed schedule of all necessary oils, lubricants, fluids and the like for the operation and maintenance of Equipment. The schedule shall indicate estimated annual consumption and specify the appropriate international standard number or the name and reference number of an equivalent available in India considered to be acceptable by the Supplier.

B.5 6 General

Nothing in this Clause B.5 shall relieve the Supplier of any Guarantee, Availability, Performance or other obligations or liabilities under the Contract.

B.6 Composite Warranty / Guarantee

The Bidder shall warrant that the equipment supplied under this contract is :--

- a) In accordance with the contract specifications .
 - b) The equipment 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.
- The warranty shall cover for total equipment so that ultimate responsibility lies only with the Equipment Bidder although components may be supplied by different suppliers to the Bidder .

B 7 Performance Guarantee

B.7.1 Introduction

- B.7.1.1 The Supplier shall guarantee that the Equipment supplied pursuant to this Contract shall be available for use by the Purchaser and shall meet the performance criteria specifications at the level and in accordance with the terms and conditions of the Availability Guarantee herein contained.
- B.7.1.2 Where Equipment supplied under the Contract fails to meet the criteria of the Availability Guarantee, the Supplier shall, at it's own cost, provide suitably qualified and experienced personnel at Site to demonstrate to the Purchaser's satisfaction that the required level of availability can be achieved and maintained.
- B.7.1.3 The Supplier shall provide the Services of such personnel at Site within seven (7) days of notification by the Purchaser that the availability criteria has not been met in any one (1) month.

B.7.2 Guarantee

- B.7.2.1 The Supplier shall guarantee that the Equipment supplied pursuant to the Contract shall be available to the Purchaser at the level hereinafter defined to perform to criteria of not less than that defined in the Technical Specifications incorporated in the Contract.
- B.7.2.2 The Supplier shall guarantee that the Equipment shall be available to perform its duty to minimum criteria and to the minimum availability percentage level as defined in the individual Equipment Specifications included as the Attachment to the Technical Specifications. The method of assessment applied shall be as follows:

Method of Assessment:

The following calculation shall determine the availability of the Equipment:

$$\% \text{ Availability} = \frac{\text{Scheduled Available Time} - \text{Downtime}}{\text{Scheduled Available Time}} \times 100$$

Scheduled Available Time shall equate to 24 hours.

Downtime shall mean all hours of work lost due to mechanical, electrical or other failure, including:

- a) routine servicing and maintenance in accordance with the manufacturer's published recommendations, including:
 - changing oils, oil filters and air filters; lubrication;
 - changing identified consumable or wear parts.
- b) planned preventative maintenance programmes;

It shall not however include:

- I. damage due to abusive use or incorrect operation methods by the Purchaser;
- II. accidents;
- III. strikes or stoppage of work by the Purchaser's personnel;
- IV. natural disaster;
- V. lack of Spare Parts not attributable to a failure of the Supplier, it's Agents or Representatives.

Downtime shall also specifically include all hours lost due to failures determined to be guarantee failures.

The Supplier shall state the number of hours per day required to carry out (a) and (b) above. The time stated shall, with the agreement of the Purchaser, form the basis of the assessment of the availability.

The Purchaser will assist the Supplier, without relieving the Supplier of any other obligations under the Contract, to achieve the guaranteed availability by:

- 1. Providing normal and proper maintenance, including preventative maintenance in accordance with the Supplier's standard/published recommendations, and making all necessary repairs using only genuine manufacturer's spares .
- 2. Providing co-operation to all Supplier's authorised representatives, complying with all reasonable procedural suggestions to improve efficiency of machine operation or reduce downtime.
- 3. Where appropriate, providing and maintaining such conditions as:

- Proper electrical Supply
 - Terrain Area
 - Bench preparation
 - Reasonable floor conditions
4. Providing all Supplier's authorised representatives access at all reasonable times to the machine service and repair facilities.
- Maintaining a log-book for each shift wherein the working hours, breakdown times, maintenance hours, idle time, etc. shall be recorded. This record will be available for examination and signature by the Supplier's representative.

B.7.3 Effect and Duration of Guarantee

B.7.3.1 This Guarantee shall become effective on the day on which the Equipment is commissioned at the Site. Commissioning shall be evidenced by the issue of the Purchaser's Acceptance Certificate.

B.7.3.2 This Guarantee shall remain effective for twelve (12) months from the date of commissioning, irrespective of the hours operated by the Equipment during the period of the guarantee.

B.7.3.3 In the event that the Equipment fails to achieve the Availability herein provided during this twelve (12) month period, the Supplier shall be liable to pay to the Purchaser, as Penalty , a sum equal to , as indicated hereunder for each equipment : -

a) 1% of the delivered price of the equipment for every percentage reduction from the Guaranteed Availability for the first 5%

b) 10% of the delivered price of the equipment for reduction beyond 5% from the Guaranteed Availability .

The Supplier has however the option to modify the equipment , if felt necessary , to bring its availability to the guaranteed level within three (3) months after expiry of initial guarantee period of twelve (12) months from the date of commissioning .

B.7.3.4 When the supplier is unable to supply the replacement of a failed part under warranty within 21 days of giving intimation by the consignee and if the machine is commissioned by using the spare from the stock of the project the period (after 21 days) till the supplier replaces the part under warranty shall be treated as **“Deemed Breakdown”** (the credit for keeping machine available shall not be given to the supplier).

B.7.3.5 **SPECIAL CONDITION** The machines under supply against this tender should have the same major assys. / sub assys. which were fitted on the machines supplied against CIL's last supply order. In case any change is contemplated prior clearance of BCCL will be necessary.

B.8 Quality Assurance

B.8.1 The Supplier should furnish in detail its quality assurance plan for various stages of manufacture.. The Quality Assurance plan shall comply with an internationally recognised quality assurance standard such as ISO 9000.

B.8.2 The Supplier shall provide facilities to Purchaser or their authorised representatives for progress inspection during manufacture at his works and furnish all test data available in this regard for quality control, both for bought out items and his own manufactured items.

B.8.3 The Purchaser or his agent, when so required by him, shall also be provided with samples of “bought-out” materials for the purposes of undertaking independent tests which independent tests shall be at the expense of the Purchaser.

EQUIPMENT SPECIFICATION OF A CRAWLER DOZER IN THE RANGE 300 to 390 kW(410HP)

1. Scope Of Specification

This specification is intended to cover the technical requirements for the design, manufacture, testing, delivery, on-site erection and commissioning of a self-propelled, crawler mounted dozer in the range 300 to 390 kW.

2. References

The following International Standards are referred to in, and form part of, the Specification:

ISO 2867	Earth-moving machinery - Access systems
ISO 3449	Earth-moving machinery - Falling-object protective structures - Laboratory tests and performance requirements
ISO 3457	Earth-moving machinery - Guards and shields - Definitions and specifications
ISO 3471	Earth-moving machinery - Roll-over protective structures - Laboratory tests and performance requirements
ISO 6014	Earth-moving machinery - Determination of ground speed
ISO 6405-1	Earth-moving machinery - Symbols for operator controls and other displays - Part 1 : Common symbols
ISO 6405-2	Earth-moving machinery - Symbols for operator controls and other displays - Part 2 : Specific symbols for machines, equipment and accessories
ISO 6682	Earth moving machinery - Zones of comfort and reach for controls
ISO 6747	Earth-moving machinery - Tractors - Terminology and commercial specifications
ISO 6750	Earth-moving machinery - Operation and maintenance - Format and content of manuals
ISO 7129	Earth-moving machinery - Tractors with dozer, graders, tractor scrapers - Cutting edges - Principal shapes and basic dimensions
ISO 7464	Earth-moving machinery - Method of test for the measurement of drawbar pull
ISO 9246	Earth-moving machinery - Crawler and wheel tractor dozer blades - Volumetric ratings
ISO 9249	Earth-moving machinery - Engine test code - Net power
ISO 10265	Earth moving machinery - Crawler machines - performance requirements and test procedures for braking systems
ISO 10968	Earth moving machinery - Operator's controls

3. Design Criteria

The dozer shall be capable of continuous operation for protracted periods on a system of 3 shifts each of 8 hours duration per day throughout the year in hard, highly abrasive, blasted sandstone/rock having a density after blasting of 1,800 kg/m³.

The dozer shall have the following minimum range of drawbar pull, measured according to ISO 7464:

- a) 160 kN to 600 kN at 1 km/h speed
- b) 200 kN to 800 kN at zero speed

4. Technical Requirements

4.1 Engine

The dozer shall be powered by a direct injection 4-stroke turbo-charged diesel engine of minimum 310kW net power measured between 1700 and 2200 r/min according to ISO 9249.

The engine shall be provided with 24V electric starting, dry type 2-stage air cleaner with automatic dust evacuator and dust level indicator and 2-stage fuel filter with water separator.

The engine shall have a water jacket cooling system, thermostatically controlled, using an engine driven water pump, with the cooling water re-circulated through a heavy duty radiator. The system shall be capable of providing sufficient cooling to allow the dozer to continuously operate at the full rated output at the maximum ambient temperature.

The moving parts of the engine shall be lubricated by an engine driven oil pump, with full flow oil filtration and cooling.

The engine shall be equipped with an over-speed governor.

The engine shall be provided with a heavy duty removable pan guard.

4.2 Drive System

Power transmission from the engine to the crawler drive sprocket should either be through conventional means i.e. torque flow transmission, differential, final drive, steering and brakes or through any other proven means.

4.2.1 Conventional Drive System

In the case of a conventional system, the following shall be provided:

4.2.1.1 Transmission

Torque-flow transmission consisting of single stage torque converter, planetary gear drives and hydraulically operated multiple disc type clutches equipped with suitable valves for developing a minimum of 4 forward and 4 reverse speeds.

Heavy duty removable belly guard, designed such that it does not allow accumulation of dirt.

4.2.1.2 Differential

Heavy duty differential with high quality spiral bevel gear and pinions.

4.2.1.3 Final Drive

Heavy duty spur and planetary gear system from differential to drive axle double reduction.

4.2.1.4 Steering

Independent track steering by means of hydraulically actuated oil cooled multiple disc steering clutches and brakes shall be provided. These are to be held in engagement by springs and disengaged hydraulically.

All hoses and piping shall be protected from damage.

4.2.2 Alternative Drive System

In the case of any other alternative type of drive, the system must be clearly defined and illustrated. The advantages and disadvantages compared with a conventional system must be adequately described to allow proper evaluation.

4.3 Brake System

Suitable reliable service, secondary and parking brake system which comply with ISO 10265 shall be provided.

4.4 Undercarriage

The undercarriage shall be a heavy duty rugged design suitably suspended with oscillating type equaliser bar and pivot shaft to reduce shock loads transmitted to the dozer.

Track frames and load rollers shall be of sufficient strength to withstand the high loads which may occur due to uneven ground conditions. They shall be of welded construction and stress relieved as required.

The sprocket should preferably be a segmented bolt-on type. Preferably life time lubricated idler and rollers, and a reliable track tensioning arrangement should be provided.

Extreme service single grouser shoes of not less than 610 mm width shall also be provided.

4.5 Dozer Attachment

The dozer shall be fitted with hydraulically controlled straight-tilt attachment. The dozer blade shall be heavy duty type with steel wear plate and heavy duty end bits. Heavy duty hardened steel wear resistant cutting edges which comply with ISO 7129 shall be provided.

4.6 Fuel Tank

The fuel tank should be of sufficient capacity for 16 hours operation without re-fuelling, and be provided with a level indicator and a lockable hinged cap.

Construction of the tank should be such that it provides for easy accumulation and drainage of water with minimum loss of fuel.

4.7 Operator's Cab

A fully insulated, sound suppressed walk-through operator's cab with safety glass, windshield wiper and washer should be provided. The operator's seat shall be a fully adjustable bucket type with foam rubber cushion and best quality upholstery. Heavy duty rubber floor mats and a cooling fan shall also be provided. All doors, windows and vents shall have dust and weatherproof seals.

Both a ROPS and FOPS which comply with ISO 3471 and ISO 3449 respectively shall be provided.

All operating controls, monitoring and working signals should be conveniently located in consoles within easy reach of the operator and shall comply with ISO 6405-1, ISO 6405-2 and ISO 7095.

Non-slip type walkways which comply with ISO 2867 shall be provided for access.

4.8 Gauges and Indicators

The following shall be provided as a minimum:

- a) Water temperature gauge
- b) Engine oil pressure gauge.
- c) Transmission oil pressure gauge.
- d) Fuel capacity gauge.
- e) Engine tachometer
- f) Engine hour-meter

4.9 Warning Alarms/Lights

The following audio/visual warning alarms shall be provided:

- a) Coolant level & temperature
- b) Engine oil pressure
- c) Converter oil temperature (where applicable)
- d) Front warning horn

- e) Reversing alarm

4.10 Electrical Equipment

The dozer shall be provided with the following:

- a) 24V DC electrical system with suitably rated alternator of reputable make
- b) Electric start
- c) Reputable make high capacity batteries at least 200 Ah
- d) Battery isolation switch

All electrical circuits shall be protected by adequately rated fuses which shall be easily accessible for maintenance.

4.11 Lighting

Adequate lighting shall be provided for safe nightshift operation. The lighting system should include the following:

- a) 4 (no) Headlights
- b) 2 (no) Rear working lights
- c) 4 (no) ROPS mounted working lights (2-front and 2-rear)
- d) Cabin dome light

Headlights and rear working lights shall be identical in type and size and fitted in steel protective enclosures.

4.12 Guards and Shields

Adequate guards and shields which comply with ISO 3457 shall be provided throughout the dozer.

4.13 Fire Extinguisher

A fire extinguisher shall be provided on the dozer, suitably mounted in a heavy duty bracket for ease of removal. The extinguisher shall be dry powder (cartridge type) with a minimum capacity of 5 kg and shall comply with Indian Standard IS : 2171.

5. Ancillary Equipment And Other Requirements

The following are to be supplied with the dozer:

- a) Front pull hook
- b) Rear mounted rigid drawbar

5A Safety Features

- i) Roll over protection.
- ii) Turbocharger Guard.
- iii) Fire Resistance hydraulic hoses and wiring near hot zone.
- iv) Seat belt.
- v) Audio Visual alarm.

6. Special Guarantee

The following guarantee will apply for the different components

- i) Main Frame - 10,000 hours or 1000 calendar days (whichever is earlier)
- ii) Complete engine system - 24 months or 6500 hours (whichever is earlier)
In case of failure of engine system within 6500 hrs. , the failed components of the engine system will have to be replaced / repaired depending on the merit of the case, free of cost by the supplier. In case of failure of engine system beyond 6500 hrs. the system will have to be replaced on pro rata payment basis taking the life of the engine system as 7550 W/hrs.

- iii) Transmission Assy. - 24 months or 6000 hrs. (whichever is earlier)
- iv) Electrical Items - 6 months or 1000 hrs. (whichever is earlier)
- v) Final Drive (excluding Sprocket) and Steering System - 24 months or 6000 hrs. (whichever is earlier)
- vi) Under Carriage Parts consisting of track chain, rollers, idlers and sprocket teeth - 12 months or 4500 hrs. (whichever is earlier)
- vii) Engine Hour Meter - 12 months or 3000 hrs. (whichever is earlier)

In case of any guarantee failure intimated reasonably in time to the bidder, the replacement or repair job (as per guarantee settlement) must be completed within 21 days at site by the bidder at no cost to the purchaser.

7. Performance Guarantee

In accordance with the provisions of clauses B.7.2.2 and B..7.3.2 of the Technical Specifications, the Supplier shall guarantee that the availability of the equipment shall be not less than 75% (seventy five per cent) for a period of 12 months from the accepted date of commissioning.

8. Special Condition

Priced quotation for the following are to be submitted in price bid (Cover - II).

- a) Cutting edges with fasteners per set
- b) End bits with fasteners per set (each for left and right).

9. Information To Be Provided By The Supplier

The Supplier shall furnish the following information. All technical information shall be in SI units.

9.1 General

- a) Number of similar model supplied during the last five years. The information shall be given in the following format.

Compan y	Mine Name	Mine Location	Mine Type	No. of machine s	Mod el	Commission ing date

- b) Details of nearest Depot/Warehouse and Service Facility available for the present offer, to be furnished in the following format.

Major Depot / Warehouse			Service Facility		
Location	Contact Nos.	Inventory Value (Approx.)	Locatio n	Type of facility available	No. of Engineer s *

* Engineers / Technicians employed to service the equipment either at the facility or on site.

- c) Details of special tools to be provided with the equipment.
- d) Details of erection programmes for the bid.

9.2 Technical Details

- a) Latest engine performance curves showing net power, net torque and specific fuel consumption of the installed engine, measured according to ISO 9249.
- b) Maximum travel speed determined according to ISO 6014.

- c) Drawbar pulls at 1km/h and zero speed measured according to ISO 7464.
- d) Calculations of volumetric rating of dozer blade in accordance with ISO 9246.
- e) Dozing Production Curves, showing the following :
 - i) Production with offered blade at 30 m distance.
 - ii) Production with offered blade at 60 m distance.
- f) Detailed technical descriptions of the dozer.
- g) Comprehensive commercial literature specifications, the content of which must comply with ISO 6747.
- h) Details of major bought-out assemblies and sub-assemblies including manufacturer, types, etc.
- i) Detailed list of instrumentation, monitoring and alarm systems.
- j) Operation and maintenance manuals in accordance with ISO 6750.

9.3 Dimensions, Weights And Performance Details

9.3.1 Dimensions

- a) Maximum overall length, with and without blade
- b) Maximum overall width, with and without blade
- c) Maximum overall height
- d) Drawbar height

9.3.2 Weights

- a) Shipping weights of individual components
- b) Total operating weight
- c) Operating weight excluding dozer attachment

9.3.3 Engine

- a) Manufacturer and model
- b) Number of cylinders
- c) Bore
- d) Stroke
- e) Displacement
- f) ISO net power at.....r/min
- g) Maximum torque

9.3.4 Transmission

- a) Make and Model
- b) Type
- c) Number of gear speeds, forward and reverse
- d) Travel speeds, forward and reverse

9.3.5 Differential

- a) Make
- b) Type
- c) Ratio

9.3.6 Final Drive

- a) Make
- b) Type
- c) Ratio

9.3.7 Steering and Braking

- a) Type
- b) Actuating system

9.3.8 Undercarriage

- a) Undercarriage overall width
- b) Crawler tracks height
- c) Crawler effective length
- d) Crawler width
- e) Crawler shoes, total number
- f) Ground contact area
- g) Ground bearing pressure
- h) Load rollers, diameter and number per crawler
- i) Driving sprocket diameter
- j) Idler roller diameter
- k) Centre to centre of idler roller and sprocket

9.3.9 Hydraulic System

- a) Make, model, number, flow rates and operating pressures of pumps
- b) Make, model, number and ratings of motors (where applicable)
- c) Make, model, number, piston diameters and stroke lengths of cylinders
- d) Relief valve operating pressures

9.3.10 Dozer Attachment

- a) Maximum digging depth
- b) Ground clearance at full lift
- c) Maximum tilt adjustment
- d) Maximum pitch adjustment

9.3.11 Electrical Systems

- a) Starter make and model
- b) Starter control make and model
- c) Alternator make and model
- d) Batteries, numbers and rating
- e) Lighting details

CHECKLIST FOR 410 HP CRAWLER DOZER

ANNEXURE A

1	Acceptance of scope of supply as per NIT clause A-1 to A-5	Yes/No
2	Acceptance of general requirement as per NIT clause B-1 to B-4	Yes/No
3	Acceptance of provision of spare parts (B5) as per NIT clause B5.1 to B5.6	Yes/No
4	Acceptance of composite warranty/guarantee as per NIT clause B6	Yes/No
5	Acceptance of performance guarantee (B7) as per NIT clause B6.1 to B6.22	Yes/No
6	Acceptance of effect and duration of guarantee clause B7.3 to B7.3.4	Yes/No
7	Acceptance of special conditions as per NIT clause to B 7.3.5	Yes/No
8	Acceptance of quality assurance (B8) as per NIT clause B8.1 to B8.3	Yes/No

ANNEXURE B

1.	Acceptance of scope of specification as per NIT	Yes/No
2.	Acceptance & conformance of reference as per NIT	Yes/No
3.	Acceptance of design criteria as per NIT	Yes/No
4.	Acceptance of Technical requirement as per NIT	Yes/No
4.1	Engine specification as per NIT	Yes/No
4.2	Drive system as per NIT	Yes/No
4.2.1 to 4.2.1.4	Conventional drive system as per NIT	Yes/No
4.2.2	Alternative drive system as per NIT	Yes/No
4.3	Brake system as per NIT	Yes/No
4.4	Undercarriage as per NIT	Yes/No
4.5	Dozer attachment as per NIT	Yes/No
4.6	Fuel tank as per NIT	Yes/No
4.7	Operators cab as per NIT	Yes/No
4.8	Gauges and indicators as per NIT	Yes/No
4.9	Warning alarms / lights as per NIT	Yes/No
4.10	Electrical equipment as per NIT	Yes/No
4.11	Lighting as per NIT	Yes/No
4.12	Guards and shields as per NIT	Yes/No
4.13	Fire extinguisher as per NIT	Yes/No
5.	Auxiliary equipment as per NIT	Yes/No
6.	Special guarantee as per NIT	Yes/No
7.	Performance guarantee as per NIT	Yes/No
8.	Special condition as per NIT	Yes/No
9 & 9.1 to 9.3.11	Information to be provided by Supplier as per NIT	Yes/No

Signature of the Tenderer
With seal / stamp

ANNEURE - "D"

TENDER NO.-----

SL.N O	DESCRIPTION	UNIT OF MEASUR E.	QUANTITY REQD. PER UNIT.	BASIC PRICE(EX- WORKS)	EXCISE DUTY	SALE S TAX	PACKING FORWARDING CHARGES	& FRIEGHT CHARGE	INSURAN CE CHARGES	LANDED VALUE
1				NCD						
2	Filters & O Rings reqd. for 3000hrs operation of equipment from the date of commissioning as detailed in the technical bid.									
3	Any other item (please specify)									

NCD - PRICE WITH NORMAL CUSTOMS DUTY.

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.BCCLPur/610000/410HP Dozer/10-11/ 43

DUE ON 10-09-2010

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.

Independent External Monitor for this tender is

**Justice Ashok Kumar Chakarborty , (Retd.)
BB 69 , Sector I , Salt Lake ,
Kolkata- 700 064.**

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 action.

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 intentions.

For the Principal For the Bidder/Contractor

Place..... Witness 1 :

Date Witness 2 :

