

# **BHARAT COKING COAL LTD**

**Global Tender Number: BCCL/PUR/610057/GLOBAL/60T DUMPER/10-11/71**  
**Dated 27-09-2010**

## **Tender Documents**

**For the supply of**

**48 Nos. of 60 Ton Rear Dumpers with  
MARC for 7 year period**

**BHARAT COKING COAL LTD  
KOYLA BHAWAN, KOYLA NAGAR,  
DHANBAD – 826005 (JHARKHAND)  
INDIA**

## **SECTION I - INVITATION FOR BIDS (IFB)**

### **Invitation for Bids**

## **SECTION II - INSTRUCTIONS TO BIDDERS (ITB)**

1. Eligible Bidders
2. Cost of Bidding
3. Content of Bidding Documents
4. Clarification of Bidding Documents & pre Bid meeting
5. Language of Bid
6. Methodology for preparation of Bids
7. Documents comprising the Bid
8. Period of Validity of Bids
9. Earnest Money Deposit
10. Documents establishing Bidder's Eligibility & qualification
11. Deadline for Submission of Bids
12. Late Bids
13. Modification and Withdrawal of Bids
14. Purchaser's Right to Accept or Reject Bids
15. Bid Prices
16. Bid Currencies
17. Opening of Bids by Purchaser
18. Clarification of Bids
19. Examination of Bids
20. Conversion to Single Currency
21. Evaluation & Comparison of Bids
22. Contacting the Purchaser
23. Notification of Award
24. Signing of Contract
25. Security Deposit
26. Corrupt or Fraudulent Practices
27. Integrity Pact

## **SECTION III - GENERAL CONDITIONS OF CONTRACT (GCC)**

1. Definitions
2. Application
3. Standards
4. Use of Contract Documents and Information
5. Patent Rights
6. Security Deposit
7. Performance Bank Guarantee
8. Inspections and Tests
9. Packing
10. Delivery and Documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare Parts
15. Warranty
16. Payment
17. Prices
18. Changes In Orders
19. Contract Amendments
20. Assignment

21. Subcontracts
22. Delays in the Supplier's Performance
23. Liquidated Damages
24. Termination for Default
25. Force Majeure
26. Termination for Insolvency
27. Termination for Convenience
28. Governing Language
29. Applicable Law
30. Notices
31. Taxes and Duties
32. Limitation of Liabilities

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. Security Deposit (GCC Clause 6)
2. Performance Bank Guarantee (GCC Clause 7)
3. Inspection and Test (GCC Clause 8)
4. Delivery and Documents (GCC Clause 10)
5. Incidental Services (GCC Clause 13)
6. Warranty (GCC Clause 15)
7. Payment (GCC Clause 16)
8. Prices (GCC Clause 17)
9. Banned or Delisted Suppliers
10. Distribution of Orders
11. Purchase Preference Policy
12. Purchaser's right to vary quantity
13. Terms and conditions of MARC

## **SECTION V - SCHEDULE OF REQUIREMENTS**

Schedule of Requirements

## **SECTION VI - TECHNICAL SPECIFICATIONS**

### **Technical Specifications**

1. Introduction
2. Scope of supply
3. Specific Site Requirement
4. General Requirements
5. Technical Evaluation Criteria
6. Equipment Specifications
7. MARC Terms and Conditions

## SECTION VII - SAMPLE FORMS

Annexure No.	Description
1	Bid Form
2	Price Format for Indigenous Manufacturers in Indian Rupees
3	Price Format for Foreign Manufacturers in Foreign Currency
4	Price Format for MARC
5	Security Deposit Bank Guarantee Format
6	Contract Form
7	Performance Bank Guarantee Form
8	Manufacturer's Authorisation Form
9	Format for integrity Pact
10	Declaration Certificate Form
11	Check List for Commercial terms & Conditions
12	Details of Training Charges
13	Pro-Forma of certificate after commissioning of plant

**Section I - Invitation For Bids**

---

Invitation for Bids

Tender No. : BCCL/PUR/610057/GLOBAL/60T DUMPER/10-11/71

1. **Bharat Coking Coal Ltd** (a subsidiary of Coal India Ltd. ) with its registered office at Koyla Bhawan, Koyla Nagar, Dhanbad-826005 (Jharkhand), India invites sealed bids from the eligible bidders for **supply, installation and Commissioning of 60 US Ton (55 Metric Ton Approx) Rear Dumpers along with Maintenance and Repair Contract (MARC) for 7 years** for its mining projects as described in Section V “Schedule of Requirements”.
2. A complete set of **Bid Documents** may be purchased by any interested eligible bidder from the office of General Manager (MM), Bharat Coking Coal Ltd. ,Commercial Block, Level-III Koyla Bhawan, Koyla Nagar,Dhanbad-826005 or BCCL office at 6,Lyons Range,4<sup>th</sup> Floor,Kolkata-700001 or from CIL office at Scope Minar (Core-2), 4<sup>th</sup> & 5<sup>th</sup> Floor, Laxmi Nagar District Centre, Laxmi Nagar, New Delhi – 110092 on submission of a written application giving the complete postal address of the bidder and upon payment of a non-refundable tender fee of Rs. 5,000/- (Rupees Five Thousand) in the form of a crossed bank demand draft or certified cheque or cashier’s cheque in favour of Bharat Coking Coal Ltd.. payable at Dhanbad/Kolkata , from date of publication of tender notice to one day prior to due date of opening of tender if request is received in person ,on all working days between 10.00 hours to 15.00 hours IST.

Bidders from outside India may also purchase Bid Documents on payment of U.S.\$ 125 (one hundred and twenty five United States Dollars) in the form of a crossed bank demand draft or certified cheque or cashier’s cheque as detailed above.

Bidders who wish to receive the Bid Documents by post, should send their application to the office of General Manager (MM), Bharat Coking Coal Ltd., Commercial Block, Level-III, Koyla Bhawan, Koyla Nagar, Dhanbad-826005 (Jharkhand), alongwith the requisite non-refundable tender fee of Rs.5,000/- for bidders from India and Rs.5,000/- or U.S.\$ 125/- for bidders from outside India in the form of a crossed bank demand draft or certified cheque or cashier’s cheque in favour of Bharat Coking Coal Ltd. payable at Dhanbad. However, such request must reach the above office 10 (Ten Days) prior to the due date of opening of the tender. Bharat Coking Coal Ltd. shall not be responsible for any misplacement or late receipt of bid documents through the post.

The Bid Documents can also be downloaded from the website of Bharat Coking Coal Limited [www.bccl.cmpdi.co.in](http://www.bccl.cmpdi.co.in) In case, the bid document is downloaded, the non- refundable Tender Fee of Rs.5,000/- for bidders from India and Rs.5,000/- or U.S.\$ 125/- for bidders from outside India in the form of a crossed bank demand draft or certified cheque or cashier’s cheque in favour of Bharat Coking Coal Ltd. payable at Dhanbad, must be enclosed with the bid documents, failing which the bid will not be considered.

Central/ State Government Undertakings are exempted from payment of cost of Bid Document.

3. Interested eligible Bidders may obtain further information from the office of the purchaser as per address given below:  
**General Manager (MM),  
Bharat Coking Coal Ltd.,  
Commercial Block, Level-III,  
Koyla Bhawan, Koyla Nagar,  
Dhanbad-826005 (Jharkhand)  
Fax: +91326 2230183.  
Phone: +91326- 2230181, 2230390**
4. Bids must be delivered to the above office before or up to **15.00** hours Indian Standard Time on **25-11-2010**
5. Bids will be opened in the presence of Bidders' representatives who choose to attend at **15.30** hours Indian Standard Time on **25-11-2010** at the above office.
6. In the event of the scheduled due date of submission and opening of bids being declared as a closed holiday for purchaser's office or a "bundh", the due date for submission of bids and opening of bids will be the following working day at the appointed times.
7. The Bids are to be submitted and all correspondence to be addressed to the purchaser as per address given at clause-3 above.

**Section II – Instructions To Bidders**



---

**Instructions To Bidders (ITB)**

**Introduction**

- 1. Eligible Bidders:** All bidders must satisfy the following conditions to be considered as eligible bidder: -

**A. FOREIGN MANUFACTURERS: (In case of Global tenders) :**

In case of Global Tenders, Global Manufacturers who manufacture the equipment of required capacity and model are eligible to quote against this tender. Authorised agent of a manufacturer is also eligible to quote on behalf of their principal against the tender, in case manufacturer as a matter of policy does not quote directly. However in such cases, authorised agent shall have to enclose specific authorisation, in original, from the manufacturer to quote against this BCCL Tender, indicating the Tender Reference No. and Date failing which their offer will be liable for rejection without any further reference.

**B. INDIGENOUS MANUFACTURERS (In case of Global/ Domestic Tenders):**

- 1.2 Indigenous manufacturers who manufacture the equipment of required capacity and model are eligible to quote against this tender. Authorised agent of a manufacturer is also eligible to quote on behalf of the manufacturer against the tender, in case manufacturer as a matter of policy does not quote directly. However in such cases, authorised agent shall have to enclose specific authorisation, in original, from the manufacturer to quote against this BCCL Tender, indicating the Tender Reference No. and Date failing which their offer will be liable for rejection without any further reference.

- 
- 1.3 In case an Agent is participating in a tender on behalf of one manufacturer, he is not allowed to participate/ quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. **All such bids will be rejected.**
  - 1.4. A domestic manufacturer shall be considered as indigenous manufacturer, if the equipment manufactured and offered by them against this 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. The certification regarding above should be given by the internal auditor of the manufacturer in Cover -I (Technical and commercial Bid) of the offer failing which offer shall be treated as non-responsive.
  - 1.5 In case of collaboration agreements with the principals, the collaboration agreement should be valid on date of tender opening and should also remain valid at least up to supply of equipment. However, the principal manufacturer will confirm to ensure supply of spares & consumables and support for smooth running of the equipment for 7 year period of the MARC. A notarised copy of collaboration agreement and undertaking of principal manufacturer for the above must be submitted failing which the offer of the bidder will be liable for rejection.
  - 1.6 Procurement against this tender shall be made only for proven equipment. Equipment offered by a bidder shall be considered proven as detailed herein below:
    - 1.6.1 The equipment offered by the tenderer shall be considered proven provided the offered model or similar equipment, as defined below, must have been supplied by the bidder in mining industry and/or to the other Industries (Private or Government/ Public Sector Undertaking-Indigenous or Global) and consistently performed satisfactorily for a minimum period of three years from the date of commissioning. The performance of only those equipments would be considered for assessing proven-ness which have been commissioned 3 years prior to the date of opening of tender and not prior to 5 years from the date of opening of tender. However, in case of such equipments which are working at CIL and its subsidiary companies if the same has not completed 3 years of performance period as stipulated above, BCCL reserves the right to grant relaxation for declaring the equipment as proven provided the percentage availability achieved during the 1<sup>st</sup> two years is more than the availability guaranteed for the 1<sup>st</sup> year.
    - 1.6.2 In case the quoted model or similar equipment has not been supplied by the bidder in India or supplied in India but has not completed required years of performance for proven-ness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is of 15 Nos. of offered or similar equipment which have been commissioned 3 years prior to the date of opening of tender and not prior to 5 years from the date of opening of tender.
    - 1.6.3 In case the indigenous manufacturer is quoting the same type & model of the equipment as supplied by their foreign collaborator worldwide in the past and

the quoted model of indigenous manufacturer has not completed the required years of performance for proven-ness as mentioned above, the offered model will be considered proven if the minimum worldwide population is of 15 Nos. of offered model or similar equipment which have been commissioned 3 years prior to the date of opening of tender and not prior to 5 years from the date of opening of tender. However, for worldwide population, foreign collaborator's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submit a copy of their collaboration agreement with the foreign collaborator which should be valid as on the date of opening of the tender and should also remain valid at least up to supply of equipment. However, the principal manufacturer will ensure supply of spares and consumables and support for smooth running of the equipment for 7 year period of the MARC. Further, if any indigenous contents are added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator should give an undertaking for successful performance of the equipment with the indigenisation carried out by the indigenous manufacturer during the warranty period of the equipment and in subsequent MARC period of 7 Years.

1.6.4 The **similar equipments** shall be such equipment, which fulfill the following:

- Performs an almost identical operations as the offered model.
- Uses sub components, subsystems and major assemblies of substantially similar design and construction to the model quoted – only ratings may differ. Major assemblies should have worked as an integrated unit for a minimum period of 1 year prior to the date of opening of tender.
- Should be equal to or up to 50% higher rated capacity.
- Have almost identical configurations of mechanical and/or electrical drive chains & should have worked as an integrated unit for a minimum period of 1 year prior to the date of opening of tender.

**For this purpose, and within the definition “Similar Models” may include machines manufactured under license from, or collaboration agreements with, the original equipment manufacturer, provided that the model offered for supply or the “similar models”, have been manufactured in accordance with a Quality Assurance plan of internationally recognised status. In case the collaborator of the original equipment manufacturer is merged with another manufacturer or have acquired the business of another manufacturer, the similar models of the collaborator and the other manufacturer will be taken into account for determining the number of similar models.**

## **2 Cost of Bidding**

2.1 The Bidder shall bear all costs associated with the preparation and submission of bid, and Bharat Coking Coal Ltd (BCCL), hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **B. The Bid Documents**

## **3 Content of Bid Documents**

- 3.1 The Goods required, bidding procedures and Contract terms are prescribed in the Bid Documents. In addition to the Invitation for Bids, the Bid Documents include:

Instructions to Bidders (ITB);  
General Conditions of Contract (GCC);  
Special Conditions of Contract (SCC);  
Schedule of Requirements;  
Technical Specifications including MARC;  
Bid Form  
Security Deposit Bank Guarantee Form;  
Contract Form;  
Performance Bank Guarantee Form,  
Manufacturer's Authorisation Form  
Format for Integrity Pact

- 3.2 **The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and will result in the rejection of its bid without any further reference to the bidder.**

#### **4 Clarification of Bid Documents**

- 4.1 A prospective Bidder requiring any clarification of the Bid Documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in Section-I, IFB, clause-3. The Purchaser will respond in writing to such requests for clarification of the Bid Documents, which are received not later than 30 (thirty) days prior to the deadline for the submission of bids prescribed in the ITB clause-11. Purchaser's response (including an explanation of the query but without identifying the source of inquiry) shall also be put on the Purchaser's web site, after the date of Pre-Bid Meeting as described below.
- 4.2 **Pre- Bid Meeting:** A Pre-Bid meeting will be held at the office of the purchaser on **28-10-2010** at **11.00 hours IST**. Bidders are requested to submit their questions in writing to reach the purchaser not later than 7(seven) days before the date of Pre-Bid meeting. The Bidder's authorised representative is invited to attend the pre-bid meeting. Number of persons permitted to attend the Pre-Bid meeting shall be limited to a maximum of 2 (Two) persons per bidder. The purpose of the meeting will be to clarify issues and to answer questions or any matter that may be raised at this stage. However, no modifications to the Bid Documents will be made due to such meeting. Non-attendance at the pre-bid meeting will not be a cause of disqualification.

---

**C. Preparation of Bids****5. Language of Bid**

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by a certified true translation of the relevant passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern. All such translated documents should bear the signature and stamp of the authorised signatory of the bidder signing the document, as a token of authentication of the same.

**6. Methodology for Preparation of Bids:**

- 6.1 The bidders must submit their offer in two separate sealed covers (Cover-I and Cover- II), and these two covers should be put in an outer cover. Cover-I (Techno-Commercial Bid) will contain Para wise response to the technical and commercial clauses of the Bid Document and Cover-II (Price-Bid) will contain price details.
- 6.2 The bidder has to quote for full quantity of the tender as given in Schedule of Requirement – Section- V, other wise their offer will not be considered.**
- 6.3 The Bids must be submitted in sealed cover and the outer cover addressed to the purchaser should be superscribed with the name and address of the tenderer, tender number and date and the date and time of opening.
- 6.4 The inner covers should also bear the name and address of the tenderer, tender number and date and the date and time of opening. The bids should be submitted in the office of the purchaser as specified in Sec-I, IFB, Clause-3. The tender may also be put in the tender box provided for the purpose in the above office. Offers not submitted in the above manner and offers received after due date and time of submission of tenders will be rejected and shall not be opened. Offer received through Fax, Telegram or E-mail will not be considered.
- 6.5 All Covers containing the tenders shall be properly sealed. Covers only stapled shall not be accepted.
- 6.6 The Bidder shall prepare an original and one (1) copy of the bid, clearly marking each “ORIGINAL BID” and “DUPLICATE BID” as appropriate. The duplicate bid must be exact copy of original bid, comprising all documents and enclosures as contained in original bid. In the event of any discrepancy between them, the original shall govern.
- 6.7 The original and copy of the bid shall be typed and shall be signed with seal, by the Bidder or a person duly authorised to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be signed & stamped by the person signing the bid. Hand written bids shall not be accepted.

6.8 Offers erased and over-written will be summarily rejected unless corrections are made by crossing out the part in error and the rewritten/corrected part is authenticated with the bidder's signature. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid initials them.

6.9 In case Tenderers submit copies of registration certificate of DGS&D/NSIC/ Licence from BIS and Approval certificates issued by DGS&D/other Independent Statutory Bodies of Govt. of India, all such documents shall be duly attested by a Notary Public.

**6.10 Submission of Forged/Tempered Documents:** If at any point of time during procurement process or subsequently, it is detected that the documents submitted by the bidder, are forged/tampered in any way, the total responsibility shall lie with the tenderer and BCCL reserves the full right to take action as may be deemed fit including rejection of the offer and / or banning the tenderer in BCCL for future tenders.

**7.Documents comprising the Techno-Commercial Bid –(Cover-I) -** The “Techno-Commercial Bid” prepared by the Bidder shall comprise the following:

**7.0** All documents submitted by the bidders in the Techno-Commercial bids (Cover-I), **must be self certified to be True Copies of the original**, signed by the authorized signatory of the bidder, unless otherwise specified herein under:

### **7.1 Technical**

- (a) A full description of the technical details which must conform to the Technical Specifications as enclosed in the Bid Documents, Section VI, Technical Specification. Filling up of the **Technical Compliance Checklist** of the document is mandatory and corresponding reference in their Technical bid (as a part of the techno-commercial bid) is to be mentioned clearly by the bidder in the same sheet.
- (b) The documentary evidence of conformity of the products and services to the Documents may be in the form of written descriptions, literature, diagrams, certifications and client references (**Only in English**), including;
  - (i) A detailed description of the essential technical and performance characteristics of the products;
  - (ii) An item-by-item commentary on the Purchaser's Technical specifications, as given under Section VI, Technical Specification, demonstrating the substantial responsiveness of the products and services, to those specifications; and
  - (iii) A confirmation that the Bidder shall accept responsibility for the successful operation and maintenance to achieve the desired level of guaranteed percentage availability as indicated at table 1 of MARC (SECTION - VI PART 'F') and services as required by the Bid Documents.
  - (iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its

Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

- (v) Submission of duly filled in Technical Compliance Checklist.

## **7.2 Commercial**

- a) Earnest Money Deposit as per ITB clause- 9.0
- b) Cost of Tender Document as per IFB- 2. The bidders, who have downloaded the tender document from BCCL website and have not purchased the same from BCCL office, are required to submit the requisite tender fee in the manner prescribed in IFB-2 in Cover-I of their offer. **Tender Documents downloaded from BCCL website but not accompanied with the tender fee/exemption document shall not be considered further and shall be rejected.**
- c) Duly signed and stamped Integrity pact as per Sec-II, ITB, clause-27 and Format as per Sec-VII, Sample Forms, Annexure- 9.
- d) Declaration Certificate as per format – Sec-VII, Sample Forms, Annexure- 10.
- e) Documents establishing bidder's eligibility and qualifications as per ITB clause-10.
- f) A declaration that the bidder accepts all terms and conditions in GCC (Section III), SCC (Section IV) and MARC unconditionally. No deviation will be acceptable to the purchaser. Non-submission of the declaration in the above manner will render the offer liable for rejection without any further reference to the bidder.
- g) A certificate that bidder has NOT been banned or delisted as per Sec-IV SCC clause- 9.1.
- h) Lowest Price Certificate as per Sec- IV, SCC clause 8.2.
- i) Duly filled in checklist for commercial terms and conditions (Sec-VII, Sample Forms, Annexure-11). Submission of Check list in the proper manner as explained in the note portion of Annexure-11, will signify the bidder's acceptance of all Commercial Terms and Conditions of the tender. Any wilful attempt by the bidders to camouflage any deviation by giving them in the covering letter or in any other documents than the above-prescribed checklist will render the bid as non-responsive. Non-submission of checklists duly filled in and signed by the bidder in their techno-commercial bids may render the bids liable for out right rejection.
- j) A confirmation that the prices have been quoted by the bidder as per format(s) given at Sec-VII, Sample Forms, Annexures- 2,3 and 4 of the bid documents.

- k) Complete list of spares & consumables required during the warranty period of 12 months from the date of commissioning (**without prices**) as per Annexure-2(i) and 3(i), Sample form, Section–VII.
- l) A confirmation that details of training charges has been indicated in the price bid, as per Annexure-12, Sec-VII, Sample Forms, of the bid documents.

**7.3 Documents comprising the Price Bid –(Cover-II)-** The “Price Bid” prepared by the Bidder shall consist of details of prices only. The Prices should be quoted exactly as per format(s) given at Sec-VII, Sample Forms, Annexure-2, 3 & 4 of the bid documents in accordance with Sec-II, ITB, clause 15, otherwise it will not be considered for evaluation.

#### **8. Period of Validity of Bids**

- 8.1 The bids (Techno-Commercial Bid and Price-Bid) shall remain valid for a period of 180 days from the day of opening of Techno-Commercial Bid as fixed in Sec-I, IFB, clause- 5. A bid valid for a shorter period shall be rejected by the purchaser.

#### **9. Earnest Money Deposit**

Pursuant to ITB clause 7.2(a), bidder shall furnish as a part of its bid, Earnest Money Deposit (EMD) in the amount and the manner specified in the following manner:

The value of Earnest money to be deposited by the tenderer shall be Rs. 10 lakhs. EMD shall be in the form of a crossed Bank Demand Draft/Certified Cheque/Cashier’s cheque drawn in favour of Bharat Coking Coal Limited., payable at Dhanbad and must accompany the quotation, i.e., the Cover-I of the bid. Foreign bidders may remit the EMD of US \$ 25000 or Rs.10 lakhs directly to Bharat Coking Coal Limited’s Account No.10976597794 of State Bank of India, Dhanbad Branch, Bank More,Dhanbad-826001 (Jharkhand State) (Branch Code:00066) having the Branch SWIFT code No. SBININBB388.Documentary evidence showing such remittance must be submitted in cover-1 of the bid.

- 9.1 Central/ State Government Organisations /PSUs in India are exempted from submission of Earnest Money Deposit. Firms having valid registration with DGS&D/NSIC (for the tendered items) are also exempted from submission of Earnest Money Deposit, provided they submit duly **notorised** copy of such registration certificate with their Techno-Commercial offer(Cover-I).
- 9.2 Bids submitted without Earnest Money Deposit (except for the firms which are specifically exempted from submission of EMD in the tender documents) will be summarily rejected.
- 9.3 For successful bidders, the EMD shall be refunded after receipt of Security Deposit from the bidder. If the successful bidder so desires, the EMD may be converted into Security Deposit and the successful bidder will need to deposit only the balance amount of the Security Deposit after deducting the value of EMD, in the form of Demand Draft/Bank guarantee.
- 9.4For the unsuccessful tenderer, the Earnest money shall be refunded after finalization of tender.
- 9.5 The EMD shall be forfeited:
  - (a)If the bidder withdraws its bid during the period of bid validity specified by the bidder in its bid; or
  - (b) In the case of a successful bidder, if the successful bidder fails



- i) To sign the contract in accordance with ITB clause 24; or
- ii) To submit the security deposit within **30** days from the date of notification of award in accordance with ITB Clause 25.1.

9.6 BCCL shall not be liable to pay any interest on the amount of Earnest Money Deposit.

## **10. Documents Establishing Bidder's Eligibility and Qualifications**

A (i) The bidders should submit authenticated copies (Ink signed and stamped by the Original Equipment Manufacturer and duly notarized) of supply orders for the offered model or similar equipment received by them from various customers as defined in the Sec-II, ITB clause 1.6.

(ii) The bidders should furnish the performance report of the end users for above orders, in respect of offered model or similar equipment supplied by them.

(iii) In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall give a self-certification, duly Ink signed and stamped, confirming that the quoted model or similar equipment have performed satisfactorily for a minimum period of 03 years from the date of commissioning of the equipment and the desired parameters of the performance of the equipment stipulated in the supply orders received and executed have been met and no warranty / guarantee claim is pending against the supply orders received and copies enclosed by them along with their offer to establish their provenness for the quoted Model of Equipment.

In case Authorised Agent is submitting the offer on behalf of the Original Equipment Manufacturer, self-certification duly Ink signed and stamped by the principal (i.e. Original Equipment Manufacturer) is to be submitted regarding performance as mentioned above.

However, BCCL reserves the right to verify the above or get the performance directly from the concerned buyers/ customers/ end users of the equipment (against past supplies as mentioned above) of the bidder.

(iv) In case bidders are not in a position to submit the past supply order copies due to confidentiality laws of particular country, a copy of such laws should be enclosed along with the offer for claiming exemption from submitting the supply order/contract copies and in such cases the bidder should enclose a Customers List for the quoted Model of Equipment and similar equipment duly Ink signed and stamped by the Original Equipment Manufacturer and duly notarized, clearly indicating the Customer Name & Address, Contract No.& date, Date of supply and erection & commissioning, guaranteed annual availability, if any, as per the performance guarantee clause of the supply order/contract and actual achieved annual availability(if available), for minimum 03 years from the date of commissioning, for each equipment supplied.

(v) In case a bidder has a foreign collaboration, the bidder must submit the documents/ certificates, duly notarized, relating to collaboration with principals, clearly indicating –

- a) that the collaboration agreement is valid on date of tender opening and shall also remain valid at least up to supply of equipment.
  - b) that they will supply and support for smooth running of the equipment for 7 year period of the MARC.
- (vi) Bidder should submit self certified certificate to the effect that the bidder has satisfactorily fulfilled their contractual obligations including warranty obligations for the total equipment supplied by them to the respective customer/end users during last 5 years.

**B. The following documents shall be submitted by the bidder in case of contract with foreign principals involving Indian agents:**

- i) Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest
- ii) Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.
- iii) In case the tendered items fall under the restricted list of current Import – Export Policy of Government of India, A copy of the enlistment of the Indian agent with Director General of Supplies and Disposal, New Delhi, under compulsory registration scheme of Ministry of Finance need to be submitted along with the Cover-I of the offer.

However, if all the details given in Para – (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.

**11. Deadline for Submission of Bids**

- i) Bids must be received by the Purchaser at the address by the time and date specified in Sec-I, IFB, clause 4.
- ii) The Purchaser may, at its discretion, extend this deadline for the submission of bids in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**12. Late Bids**

- i) Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause-11, will be rejected and returned unopened to the Bidder.

**13. Modification and Withdrawal of Bids**

- a. The Bidder may modify or withdraw its bid already received by BCCL provided that written notice of the modification, including substitution

or withdrawal of the bid, is received by the Purchaser prior to the deadline prescribed for submission of bids.

- b. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and despatched in accordance with the provisions of ITB Clause-6. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, to reach the purchaser, not later than the deadline for submission of bids.
- c. No bid can be modified after the deadline for submission of bids.
- d. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's Earnest Money, pursuant to ITB Clause-9.
- e. A soft copy of only the Part-I (Techno-Commercial) Bid in MS WORD form should be submitted alongwith the bid. However, final evaluation shall be made based upon duly signed hard copy only.

#### **14. Purchaser's Right to Accept or Reject Bids**

The Purchaser reserves the right to accept or reject any bid, at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

#### **15. Bid Prices:**

15.1 The bidders are required to quote their lowest prices for Equipment, Spares and Consumables for warranty period and MARC for 7 years. Bidders must quote for full quantity of equipment and MARC as indicated in Schedule of requirement, Sec-V, otherwise their offer will not be considered. **Single contract will be concluded with bidder for both Equipment & MARC.**

The equipment price shall be inclusive of the total cost towards requirement and services **including training** as mentioned in the Schedule of requirement/services, Section-V. However, the details in respect of training charges should be indicated separately, as per Annexure-12, Sample Form, Section -VII. This break up shall be used for deduction purposes only, in case of any default in training as per the given schedule.

15.1 (a)- In case the bid is submitted by an authorised Indian agent of Foreign manufacturers, such bidders can quote for equipment and spares & consumables for warranty period in foreign currency, with a provision that supply of such equipment, spare parts and consumables will be made by their foreign manufacturer and payment in foreign currency will be made to them. Also in case the bid is submitted by an authorised Indian agent of Foreign manufacturer, such bidders may offer spares & consumables for warranty period in INR which will be paid to them only. Execution of MARC component may be done by them only. However, a single contract with bidder who is an authorised Indian agent of Foreign manufacturer will be concluded.

15.1 (b)- In case of indigenous manufacturer, all the components will be quoted in INR only and will be executed by the Indigenous manufacturer.

15.2 The prices for equipment and spares and consumables for warranty period shall be quoted **in Indian Rupees** by the Indigenous manufacturer on FOR Destination basis. The offer should indicate unit prices, discount, if any, and the total price in the format enclosed as Sec-VII, Sample Forms, Annexure - 2.

15.3 Indigenous manufacturer shall quote for no. of equipment under Normal Customs Duty (NCD) and Project Concessional Duty (PCD) as detailed in Sec-V “Schedule of Requirement”. The bidder should also indicate the following information, in their offer for equipment with Project Concessional Duty (PCD) only: -

- a) Estimated CIF value of the Imported content, if any, both in Indian Rupee and in the specified foreign currency on date of opening of the tender.
- b) Rate of Custom Duty, Countervailing Duty and any other cess/duty as applicable on assessable value (CIF plus landing charges etc.) of Imported component taken for computation of the prices.
- c) Rate of Exchange taken for computation of the prices.

In case of order for equipment under PCD on Indigenous manufactures, delivery period will be counted from the date of communication of project registration.

15.4 The prices for equipment and spares & consumables for warranty period shall be quoted in any freely convertible foreign Currency by the Foreign manufacturers on FOB and C&F basis as per the format enclosed at Sec-VII, Sample forms, Annexure – 3 and as per hereunder:

15.4 (a) The Foreign manufacturers shall quote the prices on FOB port of shipment basis and also on the C&F Kolkata Port, India basis in any freely convertible currency. The freight rates i.e. Break Bulk rates or the container rates considered for arriving at the C&F prices up to Kolkata Port, India shall also be indicated separately.

15.4 (b) The contract shall be issued on FOB basis at the first instance. The supplier shall give six weeks advance notice to Ministry of Shipping as mentioned under clause-12 “Transportation” of GCC. In case, shipment cannot be arranged by Ministry of Shipping within the freight rate quoted by the tenderer, BCCL shall convert the contract from “FOB” to “C&F” basis and the supplier shall arrange the shipment as per C&F price and delivery quoted by them.

15.4 (c) Acceptance of above provisions shall be given by the bidder in the Techno-Commercial bid. If the bidder fails to confirm that both “FOB” & “C&F” offers have been made, the offer shall be rejected without any reference to the bidder.

15.4 (d) The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. In case, the Foreign manufacturers do not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the bidder has also to disclose all payments to agents, brokers or any other intermediaries.

15.4 (e) Foreign manufacturers can quote for spares & consumables for warranty period in Foreign Currency or in INR and MARC only in INR subject to provisions of clause – 16. Execution of MARC component may be done by their sub contractor (Indian agent) subject to GCC Clause 21. All this will be in the single contract with Foreign manufacturer.

15.5 Prices quoted by all the Bidders for supply of equipment and spares and Consumables for warranty period, shall remain firm during the contract period.

15.6 Prices quoted by the bidders for MARC, may be either on FIRM basis for the entire MARC period or with Price Variation Clause as detailed in 15.7 below. The price for MARC shall be quoted as per format enclosed as Annexure-4. For evaluation purpose, number of expected working hours indicated in this price format for MARC shall be considered. In the MARC prices, the prices quoted by the bidder for spares and consumables per working hour basis shall be inclusive of all other costs and all taxes & duties, Prices quoted for Supervision and Overhead per available hour basis shall be exclusive of Service Tax which shall be paid extra at legally applicable rate. Under MARC, no charges for spares and consumables shall be applicable during first year of operation, i.e. Warranty period

### **15.7 Price Variation during MARC**

The bidder shall have the option to quote year wise “Firm” prices taking into account all factors of Price Variation (PV) in future years or “Variable” prices with reference to the base date with applicable price variation formula for MARC period. However, no Price variation shall be applicable for MARC during the warranty period. Price Variation, if any, shall be applicable only after the warranty period (i.e. from the first day of the second year of MARC). The Price Variation will take care of variations in input costs like raw materials etc and also variations in taxes & duties, exchange rates for imported component of the material and services and labour cost etc. for Supervision and Overhead Component during the MARC period. In case the bidder quotes the variable prices for the MARC, they must comply with the following:

#### **15.7.1. Price Variation Formula:**

The bidder will submit a specific Composite Price Variation Formula including all components & variables on which Price Variation is sought considering both components of MARC namely “Spares & Consumables Charges” and “Supervision & Overhead Charges”. The PV formula shall be applied to determine the percentage increase between the base date and the first day of the respective year of the MARC. The bidder is required to quote an **annual uniform ceiling limit** (in percentage) on Price Variation, **which should not exceed 6%. (In case the bidder does not quote a ceiling as above in the techno-commercial bid, the bid will be rejected - This may be clearly noted).** The quoted annual uniform ceiling limit or 6%, whichever is lower, shall be applicable for evaluation and future payments shall be regulated by this limit. Following details must be given, in the manner as indicated hereunder:

- a) The detailed names of the variables in the formula.  
The value of the variables must be available in public domain and published in a registered website freely downloadable by any user through Internet and maintained by

any authenticated source like Government, Chambers of Commerce or Association of Manufacturers etc. The addresses of public domain (including Website addresses) should be mentioned in the Techno-Commercial Bid (Cover-I). If the respective Website addresses, on verification, are not available or active and freely accessible, the Techno-Commercial Bid is liable for rejection. **This may be clearly noted.**

- b) The fractional weightage of each variable as fraction of one in decimal, so that all weightages added together will be equal to 1.0.

Illustration-

1. A PV formula may be of the following structure -

$$PV = (a(X_n/X_0) + b(Y_n/Y_0) + c(Z_n/Z_0) + \dots)$$

Where a, b, c etc are the fractional weightages and  $a + b + c + \dots = 1.0$ ,  $X_n, Y_n, Z_n$  etc are the values of the different variables on the 1<sup>st</sup> day of the n<sup>th</sup> year of MARC and  $X_0, Y_0, Z_0$  etc are the values of the different variables on the base date.

2. The percentage increase will be calculated in the following manner:-

$$\text{Percentage Increase} = (PV - 1) \times 100$$

- c) The base date for calculating Price Variation for different variables indicated in the PV formula quoted by the bidder shall be date of opening of Techno-Commercial Bid (Cover-I). The date for application of PV for the particular year of MARC will be the first day of the respective year of MARC.
- d) The percentage of price variation for a particular year shall be calculated as per the offered composite PV formula, considering the changes in various variables included in the PV formula from the base date (date of opening of the Techno-Commercial Bid, Cover – I) to the first day of the particular year of MARC. However, this percentage increase shall have following limitation for allowing price variation:
- i) The percentage increase in Price Variation in the n<sup>th</sup> year shall be limited to the admissible percentage increase for the (n-1)<sup>th</sup> year plus the annual ceiling limit quoted by the bidder or 6%, whichever is lower.
- e) The revised price for a particular year of the MARC shall be calculated in the following manner:
- i) The price variation for a particular year shall be calculated by applying the percentage of price variation determined as per clause - (d) above on the quoted price for the particular year. The price variation arrived in this manner will be limited to the ceiling limit as indicated in clause - (d) above for the respective year.
  - ii) The total revised price would be the quoted price plus the price variation arrived in the above manner, limited to the ceiling as above.
  - iii) However, there will be no ceiling on the lower side, on the revised price. This revised price will be payable for the entire year following fixation of the revised price.
- f) The successful bidder will have to submit the calculation for the revised price of MARC for the particular year based upon the PV formula along with self-attested copies of the

documents available in public domain indicating the values of different variables as on base date and as on the first day of the particular year of MARC. The purchaser will notify the revised prices after verification.

- g) The successful bidder quoting the price variation formula for the MARC must submit the required details as indicated in Clause – (f) above not later than 30 days from the first day of the particular year of MARC, failing which payment for MARC for that particular year will not be processed.

However, the payment will continue to be made on the earlier price of the previous year till the revised price is notified. After the revised prices are notified, payment already made will be reconciled and adjusted from the next bills of the supplier.

#### **15.7.2. Maximum Ceiling on the Price Variation Clause**

(a) For evaluation purpose, the total MARC price for each year shall be escalated for Price Variation by multiplying the quoted total MARC prices for the respective years by  $(1+K)^{(n-1)}$ , where 'K' is the quoted Price Variation ceiling limit or 6%, whichever is lower. The Net Present Value (NPV) of this value of total MARC price (with PV loading) for the particular year shall be arrived at by using the discounting rate for that particular year, as mentioned in Annexure-4, Section –VII, Sample Forms.

(b) The actual payment during the MARC period, however, will be made as per the revised price arrived at in terms of Clause – 15.7.1.e.

(c) The above price variation clause will remain operative only for the stipulated MARC period of the contract.

**(d) If the bidder quotes a variable price and does not mention the Composite PV formula and maximum annual uniform % ceiling limit, then its techno-commercial bid shall be rejected and its price bid will not be opened. All details of MARC including PV formula and uniform annual % Ceiling limit on PV should be indicated in the Techno-Commercial bid (without indicating the price.)**

Bids submitted with conditional price quotations shall be rejected.

15.9 Discounts offered, if any, should be clearly indicated as Trade Discount, Quantity Discount etc. Conditional Discounts shall not be taken into account for the purpose of determination of ranking.

### **16. Bid Currencies**

16.1 The prices shall be quoted in the following currencies:

- i) For Indigenous Manufacturer** : For Goods and Services that the Bidder will supply from within the Purchaser's country, the prices shall be quoted in the currency of the Purchaser's country.
- ii) For Foreign Manufacturer** : For Goods and Services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted in any of the following freely convertible currency US Dollar,

EURO, GB Pound & Japanese Yen. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three freely convertible foreign currencies.

- iii) **Foreign manufacturers** can quote for spares & consumables for warranty period in INR also.

16.2 Offer for MARC should be in Indian Rupees (INR) only.

#### **D. Bid Opening and Evaluation**

#### **17. Opening of Bids by Purchaser**

- i) The Purchaser will open Techno-Commercial Bid (Cover-I) of all bids, in the presence of Bidders' representatives who choose to attend, at the place, time and date as specified in Sec-I, IFB, clause-5. Bidders may depute their Authorised representative to attend the opening of the tender with proper authorisation, without which the representative shall not be allowed to attend the tender opening. The Bidder's representatives who are present shall sign an attendance sheet evidencing their attendance. No representative of the Bidder/Firm whose offer has not been received till the due date and time of submission of tender, will be allowed to participate.
- ii) The Bidders' names, bid modifications, bid withdrawals the presence or absence of the requisite EMD and Tender Fee, salient technical & commercial parameters and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause –12.
- iii) In case of submission of the offer in single cover instead of two cover, the price bid opened alongwith techno-commercial bid shall be put back in the envelope and sealed and offer of the bidder shall not be considered further.
- iv) Bids (and modifications sent pursuant to ITB Clause- 13) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.
- v) Cover-II will be opened after evaluation of Cover –I. The Cover-II of only the technically and commercially acceptable bidders shall be opened for which separate intimation will be given to the techno-commercially acceptable bidders.

**18. Clarifications:** The Purchaser may ask for clarifications during evaluation of the bids. The request for clarification and the response shall be in writing and no change in the prices of the bid shall be sought, offered or permitted. **No modification of the bid or any form of communication with BCCL or submission of any additional documents, not specifically asked for by BCCL, will be allowed and even if submitted, they will not be considered by the purchaser.**



**19.Examination of Bids:**

19.1 The Purchaser will examine the Techno-Commercial Bids in the following manner:

- (i) Whether the EMD has been deposited as per Sec-II, ITB, clause-9.
- (ii) Whether the cost of the bid documents has been submitted as per Sec-I, IFB, Clause-2.
- (iii) Whether signed and stamped Integrity Pact has been submitted as per Sec-II, ITB, Clause -27.

Any bid which does not meet the requirement of above three clauses will not be considered for further evaluation.

19.2 The Purchaser will examine the Techno-commercial bid to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.

19.3 Purchaser will determine whether each Techno-commercial bid is meeting to the requirements of eligibility criteria as per Section-II, ITB, clause-1 and all other requirements of the Bid Documents (including any amendments thereto) on the basis of the original offer and subsequent clarifications/ confirmation, if any. For purposes of this determination, a techno-commercially acceptable bid is one, which conforms to all the terms and conditions of the Bid Documents and Amendments, if any and the requirements of all commercial terms and mandatory technical specifications, without deviations, exceptions, objections, conditionality or reservations, attaining minimum technical merit score as detailed in clause 19.4 hereunder:

19.4 The Purchaser's evaluation of a bid will take into account, in addition to the Landed Price for equipment quoted in accordance with ITB Clause-15, the Technical Merit Criteria associated with the equipment offered. A maximum of 100 points will be scoreable for this evaluation.

The Bids which score less than 85 points for the Technical Merit section will be considered non-responsive and not considered further.

For bids determined to be technically responsive as aforesaid, i.e. bids which secure a Technical Merit score of 85 points or more, an adjustment shall be added to the total landed price of equipment for the purpose of bid evaluation in accordance with the following formula:

$$\text{Adjusted Bid Price} = \frac{\text{Total Landed Price of Equipment} \times 100}{\text{Technical Merit Score (i.e.85 points or more)}}$$

The Total landed Price of equipment will be computed in the manner described in clause 21.1(A).(b) and 21.2 (A).(a).

19.5 The Techno-commercial bid that is not meeting the NIT requirement will be rejected by the Purchaser.

**20. Conversion to Single Currency**

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in various foreign currencies in the currency of the Purchaser's country i.e. Indian Rupees at the BC selling exchange rate published by State Bank of India.

The date of exchange rate applied for such conversion shall be the date of price bid opening.

**21. Evaluation and Comparison of the Bids****21.1(A) Evaluation of Indigenous Offer for Equipment in Indian Rupees:**

- a) The bidder must submit their offer in Indian Rupees and on FOR Destination basis only.
- (b) Total landed price will be computed by adding Excise Duty and Sales Tax with the total FOR Destination price of the equipment quoted by the bidder, in the following manner. The commercial status of offers received against this tender shall be determined after offsetting the amount payable towards Jharkhand VAT if applicable for which input credit is admissible to BCCL :

- (i) **Excise Duty:** If applicable, will be payable extra as per prevailing Excise Rules, on Ex-works price. Refund /Credit, if any obtained shall be passed on to the buyer which shall be certified by the auditor of the supplier at the time of billing.

The legally applicable rate of Excise Duty should be clearly mentioned in the Techno- Commercial bid (Cover-I). 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 payment of the excise duty, the same should 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 exact rate applicable against the tender. If the tenderer fails to specify the exact rate of ED applicable, the maximum rate currently leviable shall be loaded on the price for evaluation purpose.

In case if a fixed rate of Excise Duty is indicated by the bidder, the liability of BCCL shall be restricted to that extent only and the difference if any will have to be borne by the successful bidder.

**Statutory Variation:** If there is any statutory change in Excise Duty within contractual delivery period, the same shall be admissible and will be paid at actual based on documentary evidence. However, no upward revision in Excise duty beyond original delivery period shall be admissible.

**(ii) Sales Tax/VAT:** The legally applicable rate of Sales Tax/VAT should be clearly mentioned in the Techno-Commercial bid (Cover-I).

**Statutory Variation:** If there is any statutory change in Sales Tax/VAT within contractual delivery period, the same shall be admissible and will be paid at actual based on documentary evidence. However, no upward revision in Sales Tax/VAT beyond original delivery period shall be admissible.

- (c) Evaluation of offers will be done based on concessional rate of CST only. The current rate of concessional CST is [2%]. However, payment of CST / VAT shall be made at actual at the legally applicable rates.
- (d) An adjustment shall be added to the Total landed Price of the equipment, based upon technical merit score, (as per technical evaluation criteria given in Technical Specifications, section-VI), for the purpose of bid evaluation in accordance with the formula indicated in clause 19.4 above.

**21.1 (B): Evaluation of Offer for Spares & consumables in Indian Rupees:**

- (a) The bidder must submit their offer in Indian Rupees and on FOR Destination basis only.
- (b) Total landed price will be computed by adding Excise Duty and sales Tax with the total FOR Destination price quoted by the bidder, in the manner indicated in clause 21.1 (A).(b).

**21.2. (A) Evaluation of Import offer for Equipment in Foreign Currency:**

- (a) In case of import offer, the bidder will be required to quote on FOB delivery port basis and on C&F, Kolkata Port, India basis separately. The CIF Price and the Total Landed Price of the import offer in Indian Rupees will be arrived at in the following manner: -
  - 1) The C&F price quoted shall be considered to arrive at the CIF price by loading a notional insurance premium rate of 1% (one percent) on the C&F price.
  - 2) The CIF price will be multiplied by the Exchange Rate between Indian Rupee and the quoted Foreign Currency, prevailing on the date of opening of PRICE-BID. The applicable rate shall be “BC Selling Rate” of State bank of India. Otherwise the rate as available from National News Papers will be taken.
  - 3) Customs Duty, Countervailing Duty and any other duty as applicable on assessable value (CIF plus 1% landing charges on CIF ) on the date of Price Bid opening ,will then be added on the CIF price, thus converted in to Indian currency.
  - 4) On this net price, 2% of FOB shall be added as Port Clearance and Forwarding Charges and 3% of FOB as estimated average inland freight up to destination, to arrive at the TOTAL LANDED PRICE.
- (b) An adjustment shall be added to the Total landed Price of the equipment, based upon technical merit score, (as per technical evaluation criteria given in Technical Specifications, section,-VI), for the purpose of bid

evaluation in accordance with the formula indicated in clause 19.4 above.

**21.2. (B) Evaluation of Import offer for Spares and Consumables in Foreign Currency:**

(a) In case of import offer, the bidder will be required to quote on FOB delivery port basis and on C&F, Kolkata Port, India basis separately. The CIF Price and the Total Landed Price of the import offer in Indian Rupees will be arrived at in the following manner: -

1) The C&F price quoted shall be considered to arrive at the CIF price by loading a notional insurance premium rate of 1% (one percent) on the C&F price.

2) The CIF price will be multiplied by the Exchange Rate between Indian Rupee and the quoted Foreign Currency, prevailing on the date of opening of PRICE-BID. The applicable rate shall be “BC Selling Rate” of State bank of India. Otherwise the rate as available from National News Papers will be taken.

3) Customs Duty, Countervailing Duty and any other duty as applicable on assessable value (CIF plus 1% landing charges on CIF ) on the date of Price Bid opening, will then be added on the CIF price, thus converted in to Indian currency.

4) On this net price, 2% of FOB shall be added as Port Clearance and Forwarding Charges and 3% of FOB as estimated average inland freight up to destination, to arrive at the TOTAL LANDED PRICE.

b) In case foreign manufacturer quotes spares & consumables for warranty period in Indian Rupees, evaluation will be made as per clause 21.1(B)(b).

**21.3 Evaluation of MARC offer:**

Evaluation of the MARC offer shall be done on the Net Present Value of the quoted total annual price of the MARC with Price Variation loading as per clause – 15.7.2 (a) in case the prices are quoted with Price Variation.

The discounting rates for various years based on 11.75 % are indicated in the format for MARC prices at Annexure-4, Section VII, Sample Forms.

**21.4 Evaluation of Composite Offer including Maintenance And Repair Contract (MARC):**

(a) The Total Bid Price will be calculated in the following manner: -

**Total Bid Price** = Total Adjusted Bid price of equipment including all taxes and duties (clause 21.1.A (d) or 21.2.(A) (b) as applicable) + Total landed price of

spares and consumables including all taxes and duties required for warranty period (clause 21.1.(B) or 21.2.(B) (as applicable) + Net Present Value of total MARC price with Price Variation loading (Net Present Value of total MARC price with PV loading = Sum of year-wise Prices indicated in column 11 of Annexure – 4, Sample Form, Section – VII) .

In case of Firm Price offer for MARC, Net Present Value of total MARC Price (Total MARC Price= Sum of year-wise Prices indicated in column 7 of Annexure – 4, Sample Form, Section–VII) shall be taken into account for arriving at the Total Bid Price.

(b) The ranking of the techno- commercially acceptable bids shall be made on the basis of the **Total Bid Price** as above and the contract will be awarded to the bidder who quotes the lowest **Total Bid Price**.

**21.5** Computational errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

## **22. Contacting the Purchaser**

22.1 Subject to ITB Clause 18, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

22.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or Contract award may result in the rejection of the Bidder's bid.

## **E. Award of Contract**

### **23. Notification of Award:**

**23.1** The purchaser will notify the successful bidder in writing as per GCC clause 30 that its bid has been accepted.

**23.2** The notification of award will constitute the formation of the contract and the delivery period will be counted from this date of notification.

### **24. Signing of Contract**

**24.1** Within 15 (Fifteen) days from the date after the Purchaser notifies the successful Bidder(s) that its bid has been accepted, the Purchaser will send the successful Bidder(s) the draft copy of the agreements to be signed between the Parties.

**24.2** Within Fifteen (15) days of receipt of the draft copy of the agreements, the successful Bidder(s) shall sign the agreement/Contract with the Purchaser. However, the contract will be deemed to be concluded as per clause 23.2 above.

**25. Security Deposit:**

**25.1** Within 30 days of the notification of award from the purchaser, the successful bidder shall furnish the Security deposit in accordance with the conditions of the contract, in the Security Deposit format provided in the Bid Documents(Annexure-5).

**25.2** Failure of the successful bidders to comply above requirement of Security Deposit and requirement of ITB clause-24 and 25.1 shall constitute sufficient ground for the annulment of the award and forfeiture of the Earnest Money Deposit.

**26. Corrupt or Fraudulent Practices:**

26.1 The Purchaser requires that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the purchaser:

Defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the BCCL of the benefits of free and open competition:

Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm as engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

Furthermore, Bidders shall be aware of the provision stated in GCC Clause 24.1 of the General Conditions of Contract.

**27. Integrity Pact:** The bidders will have to submit on the plain paper, the duly filled-in, signed and stamped (on each page) Integrity Pact enclosed as Annexure- 9 along with their techno- commercial bid (Cover-I) of their offer, failing which their offer will not be considered any further. Name of the Independent External Monitor (IEM) for this tender is as follows:

Sri D.Banopadhyay, IAS (Retd)  
GD-89, Sector-III, Salt Lake  
Kolkata-700016



**Section III - General Conditions Of Contract**



### General Conditions Of Contract

#### 1.Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d) “The Services” means those Services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training, Maintenance and Repair Contract (MARC) and other such obligations of the Supplier covered under the Contract;
- e) “GCC” means the General Conditions of Contract contained in this section;
- f) “SCC” means the Special Conditions of Contract;
- g) “The Purchaser” means the organisation purchasing goods and services i.e. Bharat Coking Coal Ltd.(BCCL)
- h) “The Purchaser’s country” is India;
- i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract;
- j) CIL means Coal India Ltd. or subsidiary company of Coal India Ltd.
- k) “Year” means the Calendar Year

#### 2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

#### 3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications. Such standards shall be the latest issued by the concerned institution.

#### 4. Use of Contract Documents and Information

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern,

sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

### **5. Patent Rights**

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

### **6. Security Deposit:**

6.1 The successful tenderers will be required to deposit as security money, two separate security deposits, as detailed in SCC clause-1

### **7. Performance Bank Guarantee**

7.1 Successful bidder will have to furnish Performance Bank Guarantee as detailed in SCC clause- 2

### **8. Inspections and Tests**

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. Sufficient time, at least 30 days in advance should be given for inspection.

8.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. However, any drawing and proprietary information provided for this purpose shall remain in control of the supplier.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected

Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way relieve the Supplier of any warranty or other obligations under this Contract.

### **9. Packing**

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

9.3 Packing instructions: The Supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint with the following:

- i. Project;
- ii. Contract No;
- iii. Country of origin of Goods;
- iv. Supplier's name;
- v. Packing list ref. Number;
- vi. The gross weight, net weight and cubic measurement;
- vii. Consignee Name and Address;

NB: One copy of the packing list shall be inserted inside the package.

### **10. Delivery and Documents**

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 For purposes of the Contract, "EXW", "FOB", "FCA", "C&F", "CIF", "CIP" and "FOR Destination" and other trade terms used to describe the obligations of

the Parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

10.3 Documents to be submitted by the supplier are specified in SCC.

### **11. Insurance**

11.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in the manner specified in SCC.

11.2 Where delivery is on FOB basis or C&F basis, insurance shall be the responsibility of the Purchaser.

11.3 The insurance shall be in an amount equal to one hundred and ten (110) percent of the FOR Destination value of the Goods from “warehouse to warehouse (final destination)” on “All Risks” basis including War Risks and Strikes. This should be available for a period of not less than three (3) months after the complete supply is delivered at final destination to cover the period of erection and commissioning.

### **12. Transportation**

12.1 Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.2 Shipping arrangements for FOB contracts will be made by the ‘TRANSHART’, Ministry of Shipping, Department of Shipping (Chartering Wing), Room No. 538, Parivahan Bhavan, 1, Parliament Street, New Delhi – 110 001, Fax No.(011) 23718614 / 23352726, Email- [aso2@nic.in](mailto:aso2@nic.in) through their respective forwarding agent/nominees and six weeks advance notice about the readiness of each consignment should be given to them by the supplier, for finalizing the shipping arrangements by their respective forwarding agent/nominees.

In case of delay in shipping arrangement by the respective forwarding agent/nominees beyond 6 weeks required notice, within the scheduled delivery period, the LD will not be levied, for such delay on production of required documentary evidence of serving notice to the respective forwarding agent/ nominee.

12.3 Where the Supplier is required under the Contract to deliver the Goods on C&F basis, transport of the Goods, up to Kolkata port, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

### **13. Incidental Services**

13.1 The Supplier may be required to provide any or all of the following Services, including additional Services, if any, specified in SCC:

- a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;

- b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

#### **14. Spare Parts**

14.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty or MARC obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
  - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements and
  - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
- (c) Supplier shall carry sufficient inventories to assure ex-stock supply of consumable and fast moving spares. The provision of Spare Parts by the Supplier to the Purchaser shall be governed by Part C.6 of Section VI (Technical Specifications).

#### **15. Warranty**

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.
- 15.2 This warranty shall remain valid for twelve (12) months from the date of Commissioning of the equipment, unless specified otherwise in the SCC.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser at the final destination.

- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made by the Purchaser within 21 days after submission of an invoice or claim along with the requisite documents, by the supplier.
- 16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in the SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid and accepted by the Purchaser.

**17. Prices**

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

**18. Changes in Order**

- 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 30, make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and/or
  - (d) the place of Services to be provided by the Supplier.

**19. Contract Amendments**

- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

**20. Assignment**

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

**21. Subcontracts**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded by them to discharge the works under this Contract. Such notification, in the original bid or later, shall not relieve the Supplier of any liability or obligation under the Contract and the supplier will be solely responsible for all obligations under the contract.

**22. Delays in the Supplier's Performance**

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by amendment of the Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages

**23. Liquidated Damages:** In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall have the right:

- a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(Half Percent) of the price of any equipment/stores which the successful tenderer has not been able to supply as

aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent), or

- b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply/or
  - c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment/ stores at the risk and cost of the defaulting supplier and also/or
  - 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 forfeit the security deposit fully or in part.
  - f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay. Bharat Coking Coal Ltd., the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- 23.1 For the purpose of the calculation of the Liquidated damages amount, the basic FOR Destination price shall be considered. For direct imports, the FOB price of delivery Port/ C&F Kolkata port price, as applicable will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.
- 24. Termination for Default**
- 24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
  - (b) if the Supplier fails to perform any other obligations(s) under the Contract; or
  - (c) if the Supplier, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.



For the purpose of this Clause:

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser , and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- (d) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23 and 24, the Supplier shall not be liable for forfeiture of its Security Deposit, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purpose of this Clause “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **26. Termination for Insolvency**

- 26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## **27. Termination for Convenience**

- 27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Governing Language**

- 28.1 The Contract shall be written in the English language. Subject to GCC Clause 29, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the Parties shall be written in the same language.

**29. Applicable Law**

- 29.1 The Contract shall be interpreted in accordance with the laws of the Republic of India, unless otherwise specified in SCC.

**30. Notices**

- 30.1 Any notice given by one Party to the other pursuant to this Contract shall be sent to the other Party in writing or facsimile and confirmed in writing to the other Party's address. For the purpose of all notices, the following shall be the address of the Purchaser:

**General Manager (MM),  
Bharat Coking Coal Ltd.,  
Commercial Block, Level-III,  
Koyla Bhawan, Koyla Nagar,  
Dhanbad-826005 (Jharkhand)  
Fax: +91326 2230183.  
Phone: +9133 2230181, 2230390**

- 30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**31. Taxes and Duties**

- 31.1 A foreign Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed outside the Purchaser's country. The foreign supplier shall also be responsible for all taxes & duties in Purchaser's country legally applicable during execution of the contract other than those which are to be paid by purchaser, as specified in clause 21 of Sec.-II, ITB.
- 31.2 A Domestic Supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until the execution of the contract, other than those which are to be paid by purchaser, as specified in clause 21 of Sec.-II, ITB.

**32. Limitation of Liabilities**

- 32.1 Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterised, any/ or from any other remote cause whatsoever.

The supplier shall not be liable to the purchaser for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the equipment supplied hereunder which caused such losses, claims, damages, costs or expenses.

**Section IV - Special Conditions Of Contract (SCC)**

### Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions contained herein shall prevail over those in the General Conditions of Contract. The corresponding Clause number of the General Conditions is indicated in parentheses.

#### 1. Security Deposit: (GCC clause –6)

**1.1** The successful tenderers will be required to deposit as security money, two separate security deposits as detailed below:-

Security Deposit for 10% of the total price of the equipment including spares & consumables for warranty period (including taxes and duties and other charges to the FOR Destination prices in case of orders placed on domestic bidder in Indian Rupees (INR) and in case of orders placed on an overseas supplier by adding the estimated amount of marine freight & Insurance, Customs Duty, Port Clearance and Forwarding Charges etc. to the FOB price) in the form of a Bank Demand Draft/Certified Cheque/Cashier's cheque or in the form of a Bank Guarantee as per format enclosed as Sec-VII, Sample Forms, Annexure-5, from a scheduled bank in purchaser's country (on a non-judicial stamp paper) within 30 days from date of notification of award. The Security Deposit Bank Guarantee should be valid up to the scheduled date of installation and commissioning of all the equipments covered in the contract. The security deposit shall be returned after submission of performance bank guarantee for the equipment. The Bank Guarantee for Security Deposit shall be extended till the Performance Bank Guarantee is submitted by the firm, failing which Security Money will be forfeited.

Security Deposit for 20% of the Average Annual MARC price arrived by dividing total MARC price (including taxes & duties) by total MARC period (no. of years), in form of a Bank Draft/Certified Cheques/Cashier's cheque or in the form of a Bank Guarantee from a scheduled bank in purchaser's country (on a non-judicial stamp paper) within 30 days from date of notification of award. This Bank guarantee should be kept valid for up to six months after the scheduled date of completion of MARC contract. The security deposit for MARC shall be returned or discharged after successful completion of entire contract. In case the MARC period is extended, the Bank Guarantee for Security Deposit shall also be extended accordingly.

The Security Deposit shall be in the same currency in which contract is placed.

If the successful tenderer fails to deposit the security deposit as at 1.1 (A) and (B) within 30 (thirty) days from date of notification of award, or fails to extend the Bank guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL.

For successful tenderers, the Security Deposit shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited.

Failure of the successful bidders to comply above requirement of Security Deposit pursuant to ITB clause-25 shall constitute sufficient ground for the annulment of the award and forfeiture of the Earnest Money Deposit.

### **1.2 Exemption From Security Deposit For Firms In India Fulfilling The Following Conditions:**

Any Central/ State Government Organization / PSU shall be exempted from submission of Security Deposit for Equipment only. Firms registered with NSIC/ DGS&D for tendered items shall also be exempted from submission of Security Deposit for Equipment only, against submission of valid registration certificate. Copies of DGS&D/NSIC Registration Certificate submitted by the bidders should be duly attested by Notary Public. However, there will be no exemption for Security Deposit for MARC.

### **2. Performance Bank Guarantee (GCC Clause 7):**

The successful tenderer shall furnish a Performance Guarantee equivalent to 10% of the total landed value of equipment and spares & consumables for warranty period, by adding Excise Duty and Sales Tax etc to the FOR destination price in case of suppliers from purchaser's country and the estimated Marine Freight & Insurance, port clearance and forwarding charges, and Customs Duty etc to the F.O.B. price of equipment and spares & consumables for warranty period, in case of orders placed on overseas suppliers.

The Performance Guarantee shall be in the form of a Bank Guarantee issued by a scheduled bank in India in the format attached as Sec-VII, sample Forms, Annexure-7 on a non-judicial stamp paper. The Performance Bank Guarantee shall be in the same currency in which contract is placed.

The Performance Bank guarantee may be submitted equipment wise also.

The performance bank guarantee shall be submitted, not later than the date of invoice for the particular equipment .

These Bank Guarantees shall remain valid up to warranty period (12 months from date of installation & commissioning) of the equipment or extended warranty period if any.

The release of the performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment during warranty period failing which, action for further extension or encashment of PBG as deemed suitable shall be taken. Release of PBG for each equipment may be done separately on satisfactory performance of the respective equipment as above.

Bidders have option to convert Security Deposit for Equipment in to Performance Bank Guarantee for equipment, with suitable extension in the validity of the BG.

### **3. Inspection and Test (GCC Clause 8)**

3.1 Pursuant to Clause 8.1 of the GCC, details of specific inspections and/or tests to be carried out at the Supplier's works and/or at the Site(s) are given in Section VI (Attachment to the Technical Specifications).

3.2 Modify Clause **8.3** of the GCC to read as follows:

Should any inspected or tested Goods fail to conform to the Specifications, including acceptance tests and periodic tests to verify guaranteed performance, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Specification requirements free of cost to the Purchaser within Sixty (60) days of such rejection. Replaced or altered goods shall be subjected to repeated inspection or tests to demonstrate conformity with the Specifications. In the event that replacement or alteration is not done within Sixty (60) day period as aforesaid, or, replaced or altered goods fail to demonstrate conformity with the Specifications in repeated inspections or tests as aforesaid, the Purchaser reserves the right to terminate the Contract in part or in whole and the Supplier shall repay forthwith to the Purchaser all monies paid in respect of Goods, and Services associated therewith, for which the termination is applicable and, subsequently remove the same from the Purchaser's Site at the Supplier's cost.

3.3 Add as Clause **8.6** to the GCC the following:

The Purchaser or its nominated representative shall have the right to conduct inspections or tests as set out in this Clause at any reasonable time.

The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspector(s) and/or to engage any other third party inspecting agency, other than the one recommended by the Supplier, to conduct inspections and tests pursuant to the Contract.

#### **4. Delivery and Documents (GCC Clause 10)**

4.1 Pursuant to GCC Clause 10.3:

**(a) For Imported Goods:**

Within twenty four (24) hours of shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or telex or fax the full details of the shipment including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall deliver by express courier service the following documents to the Purchaser, with a copy to the Insurance Company and Port Consignee:

- i. four (4) copies of the Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount;
- ii. three (3) copies of the, clean, on-board bill of lading and four (4) copies of non-negotiable bill of lading;
- iii. (four) copies of packing list identifying contents of each package;
- iv. Manufacturer's/Supplier's warranty /guarantee certificate;
- v. Manufacturer's Test & Inspection certificate, and
- vi. Certificate of Country of Origin issued by the Chamber of Commerce of Supplier's Country.
- vii. Copy of Performance bank Guarantee for the particular equipment as per format at Annexure-7. (Sample Forms).

The above documents shall be sent by supplier well in advance, so that the same are received by the Purchaser at least one (1) week before arrival of the Goods at the

port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

**(b) For Domestic Goods from within India:**

Upon despatch of the Goods to the consignee, the Supplier shall notify the Purchaser and deliver by express courier service the following documents to the Purchaser:

- i. four (4) copies of the Supplier's invoice showing Contract Number, Goods description, quantity, unit price, total amount;
- ii. Railway receipt/ Transporter's consignment note /acknowledgement of receipt of Goods from the consignee(s);
- iii. Manufacturer's/Supplier's warranty / guarantee certificate;
- iv. Manufacturer's Test & Inspection certificate,
- v. Certificate of Country of Origin issued by the Chamber of Commerce of Supplier's Country.
- vi. Copy of Performance bank Guarantee for the particular equipment as per format at Annexure-7 ( Sample Forms)

The above documents shall be received by the Purchaser at least one (1) week before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

**5. Incidental Services (GCC Clause 13)**

5.1 The following Services, pursuant to Clause 13 of the GCC, shall be provided by the Supplier:

**(a) Erection, Testing and Commissioning**

Erection, testing and commissioning of the Equipment as detailed in the Schedule of Requirements (Section V) and the Technical Specifications (Section VI).

The supplier shall be responsible for the erection and commissioning within 30 days for Rear Dumpers from the receipt of equipment at site. However, the purchaser will assist in providing necessary erection tools & tackles etc. and unskilled manpower for this purpose.

If the supplier fails to commission the equipment within the specified period as incorporated in the NIT Liquidated damages will be recovered @ 0.5% of the landed price of the equipment along with accessories per week or part thereof for the delayed period subject to a maximum of 5% of the landed price of equipment along with accessories.

**(b) Tools**

Furnishing of tools required for assembly and maintenance of the supplied Goods as detailed in the Schedule of Requirements (Section V ) and the Technical Specifications (Section VI ).A complete list should be given as per clause--A.2 of Technical Specifications (Section VI ).

**(c) Manuals**



Furnishing of detailed operating, repair, maintenance and spare parts manuals as detailed in the Technical Specifications (Section VI).

**(d) Training**

Training of the Purchaser's personnel as detailed in the Schedule of Requirements (Section V) and the Technical Specifications (Section VI).

The cost of such Services shall be included in the Contract Price.

The Supplier shall be responsible for arranging and the cost of all necessary tickets, visas, permits, foreign exchange and any other matter or facility for visits of the Supplier's personnel for the purposes of Erection, Testing and Commissioning the Equipment and/or Training of the Purchaser's personnel - the Purchaser shall have no responsibility in this regard except in respect of issuance of letters supporting visa applications as may reasonably be requested by the Supplier. The Supplier shall be responsible for paying taxes, if any, including personal income tax and surcharge on income tax, for which it or its personnel may become liable.

**6. Warranty (GCC Clause 15)**

6.1 Substitute Clause 15.4 of the GCC by the following:

15.4 Upon receipt of such notice, the Supplier shall, within Sixty (60) days, replace or repair the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.

6.2 Substitute Clause 15.5 of the GCC by the following:

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within sixty (60) days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**7. Payment (GCC Clause 16)**

7.1 Substitute Clause 16.1 of the GCC by the following:

7.1 Payment shall be made in the currency, or currencies, specified in the Contract in the following manner:

7.1.1: For Payment in Indian Rupees for Indigenous offers:

- i) 80% value of the equipment and spares and consumables for warranty period and 100% taxes and duties and other charges shall be made after receipt and acceptance of materials at site by the consignee and Performance Bank Guarantee, within 21 days.
- ii) Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of successful commissioning report duly countersigned by HOD of Technical Deptt. of Bharat Coking Coal Ltd.
- iii) However, if the equipment is not put to use by the project within 60 days from the date of receipt and acceptance at consignee's end, the balance 20% shall be released.

7.1.2: For Payment in foreign Currency for Import offers:

“80% payment of the FOB Value will be made against submission of shipping documents and copy of Performance Bank Guarantee and acceptance of this PBG by BCCL, through unconfirmed, irrevocable letter of credit. Balance 20% will also be paid through same unconfirmed irrevocable, letter of credit against submission of successful commissioning report duly countersigned by HOD of Technical Deptt. of Bharat Coking Coal Ltd..”

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.

All 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.

L/C shall be opened only after receipt of Security Deposit.

L/C shall allow partial shipment.

If the FOB contract is modified to C&F contract pursuant to clause- 15.4 (b), ITB, Sec-II, the LC value shall be enhanced accordingly and 80% and 20% payment shall be calculated on the enhanced value of the LC. In case of conversion of the contract from FOB to C&F, the contractual delivery period shall be reset with the delivery period to be counted from the date of such conversion in the LC. The LC validity shall be re-fixed in line with revised delivery period.

7.1.3 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 by the foreign manufacturer.

**The following documents shall be submitted by the bidder in case of contract with foreign principals involving Indian agents:**

Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest.

Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.

In case the tendered items fall under the restricted list of current Import –Export Policy of Government of India, A copy of the enlistment of the Indian agent with Director General of Supplies and Disposal, New Delhi, under compulsory registration scheme of Ministry of Finance need to be submitted along with the Cover-I of the offer.

However, if all the details given in Para – (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.

Agency commission, if any, shall be paid in equivalent Indian rupees, after installation and commissioning of the equipment, within twenty-one days of submission of bills along with following documents:

- (A) Copy of foreign principal's invoice.
- (B) Copy of bill of lading.

- (C) Certificate from State Bank of India regarding BC selling exchange rate ruling on the date of bill of lading.
- (D) Commissioning certificate duly countersigned by HOD of Technical Deptt. of Bharat Coking Coal Ltd. .

## 7.2 PAYMENT TERMS FOR MARC

### 7.2.1 Billing Schedule

7.2.1.1 On the first working day of each month, BCCL shall notify in writing to the MARC Holder the readings of the Service Hours Meter recorded in the previous month in respect of each equipment. The Available Hours and the Working Hours will be calculated based on the above readings of Service Hours Meter and the equipment Log-Book to be maintained jointly by BCCL and MARC holder as per Clause-7 (i), Part- F, Sec-VI.

7.2.1.2 The MARC Holder may within 5 days of the succeeding month provide to BCCL an invoice, alongwith the following documents, for monthly price payable to it for the preceding month:

- a). Certified copy of the relevant pages of the Equipment Log-Book applicable for the particular month;
- b). Certified copy of the notification of readings of Service Hour Meter applicable for the particular month.

7.2.1.3 If BCCL agrees with the amount of the invoice after audit and verification, it shall make the payment of the invoice to the MARC Holder within 21 (twenty one) days from the date of receipt and acceptance of the invoice.

### 7.2.2 Payment

i.) BCCL will pay monthly maintenance & repair prices as detailed hereunder:

- a. Spares and consumables charges per working hour of equipment x Actual Working Hours clocked.
- b. Supervision and Overhead charges per available hour of equipment x Actual Available Hours.
- c. The total monthly MARC price = (a) + (b).

ii) The price variation, if applicable, will be applied on annual basis, as per Sec-II, ITB, clause-15.7. The revised prices shall be arrived as per clause 15.7.1.

After the expiry of warranty period, the purchaser shall have the option to handover left over spares/ consumables to the MARC Holder against payment as per the contract unit price of spares/ consumables. This shall be adjusted from the next monthly bills towards MARC price payable to MARC Holder.

If the equipment is under breakdown due to any accident, face fall and blasting damages etc. the spares and consumables charges of the MARC will not be payable during that period. However, the supervision and overhead charges will be payable if the total no. of days under

breakdown is 15 days or less in a month. If duration of such breakdown exceeds 15 days in a month no supervision & overhead charges shall be paid.

**Paying Authority:** The Paying Authority shall be as follows:

**For Equipment along with spares & Consumables for warranty period:**

Chief Finance Manager (Purchase),  
Bharat Coking Coal Ltd , Commercial Block,Level-III  
Koyla Bhawan,Koyla Nagar  
Dhanbad- 826005

**For MARC**

Same as above .

## **8. Prices (GCC Clause 17)**

Pursuant to GCC Clause 17.1, prices stated in the Contract for Equipment shall remain fixed throughout the period of the Contract. However, prices for MARC may be Firm or Variable.

### **8.2 LOWEST PRICE CERTIFICATE:**

The Tenderer should submit a certificate along with the offer confirming the prices quoted for Equipment in the Tender are the lowest and not higher than as applicable to DGS&D, other Govt. Deptts./ Undertakings including other Subsidiaries of CIL for equipment of same specifications.

### **8.3 PRICE FALL CLAUSE**

- i) The prices charged for the equipment supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells or offer to sell the equipment of identical description to any other organization.
- ii) If at any time, during pendency of supply of ordered equipment, the supplier reduces the sale price of such equipment, or sells or offers to sell such equipment to any other organisation at a price lower than the price chargeable under this contract, the supplier shall notify such reduction or sale to the purchaser and the price payable under the contract for the equipment supplied after the date of coming into force of such reduction of sale price, such orders received at reduced prices or offer to sell at reduced prices , shall stand correspondingly reduced for the remaining overlapping delivery period, by issue of an amendment by the purchaser. The above stipulation will not, however, apply to exports by domestic supplier.
- (iii) The above Price Fall Clause shall not be applicable to MARC.

## **9. Banned or De-listed suppliers**

- 9.1 The bidders would 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 PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If declaration is not given, the bid will be rejected as non- responsive.

**10. Distribution of Order:**

**Distribution Of Order:** BCCL reserves the right to distribute the total required quantity between the L1 (Lowest Tenderer) & L2 (next Higher tenderer) firm in the ratio of 60: 40 subject to L2 firm matching the price of L1 firm on Landed Price (FOR Destination inclusive of all taxes & duties) basis. In case L2 firm does not match the L1 price, BCCL reserves the right to go to higher tenderers in sequence (i.e. L3, L4 ....) & order for 40% quantity shall be placed on the next higher bidder matching the price with L1 tenderer. In case the higher bidder turns out to be an Overseas Bidder quoting the price on FOB and C&F Basis, the bidder shall be asked to match the price by proportionately working out the FOB & C&F price on the basis of their Landed Price in Indian Rupees calculated for evaluation, as on the date of price bid opening. In case L-1 rates are not accepted by any of the higher bidders, L-1 tenderer shall have to accept the order for 100% quantity.

If the L-1 quantity comes to a fraction, it will be rounded off to the next whole number and the balance quantity will go to the L-2 tenderer.

**11. Purchase Preference Policy:** BCCL reserves the right to grant Purchase preference to Public Sector Enterprises as declared from time to time by Govt. of India.

**12. Purchaser's Right to Vary Quantities:**

12.1 Tendered Quantity may vary by +/- 20% before opening of the Price Bid. Bidders should take this in consideration while submitting their offers. The requirement of the equipment has been provided in the Section VI, schedule of requirement. In case the requirement is increased or decreased, the supplier shall undertake to supply and install the increased or decreased requirement at the same price and terms and conditions of the tender.

**13. Terms and Conditions of MARC**

13.1 Certain specific conditions for MARC have been given in Sec-VI, Technical Specifications, Part-F. These conditions will form an essential part of the Special Conditions of the Contract.



**V - Schedule of Requirements**

**Schedule of Requirements****Part I**

S. No	Brief Description of Goods & Services	Quantity	Expected Delivery Schedule at Site
1	60 US Ton (55 metric ton approx) Rear Dumper	48	24 Nos Dumpers to be supplied within 6 months from the date of receipt of purchase order and balance Dumpers to be supplied @ 8 Dumpers per month till completion of ordered quantity. <i>In case of overseas supplier the delivery will be counted from the date of opening of L.C.</i>
2	Ancillary Equipment and other requirements for each of Item 1 as specified in Technical Specifications included in Section VI Attachments	In accordance with item 1	Delivery to be made along with the machine.

Note:-The bidders should be in position to supply in specified delivery period at least 50% of the total quantity/number for which the bid has been issued.

Offers from bidders who fail to comply the above criteria shall be considered unresponsive.



The equipment allocated to the mine projects are as follows which is subject to change as per the requirement of purchaser:

Sl No.	Area/Project	Company	Total Requirement	
			Under NCD	Under PCD
5	Sijua	do	13 Nos	-
6	Kusunda	do	22 Nos	-
11	CV Area	do	13 Nos	-
	<b>TOTAL</b>		<b>48 Nos</b>	<b>NIL</b>

#### Part II

S.No	Brief Description of Services	Period/Quantum
1	Training of Purchaser's Personnel at the manufacturer's works or elsewhere outside India.	Please refer to Schedule of Requirements of Services later in this Section and to the Technical Specifications (Section VI).
2	Training of Purchaser's Personnel on Site.	Please refer to Schedule of Requirements of Services later in this Section and to the Technical Specifications (Section VI).
3	Assembly and erection of equipment at Site in accordance with the Technical Specification and Conditions of Contract.	To be specified by the Bidder to comply with the Technical Specifications (Section VI) and the terms and Conditions of Contract.

#### **Note:**

1. Price for the equipment along with accessories should be quoted with Normal Custom Duty (NCD) for 48 nos. and Project Concessional Duty (PCD) for 0 nos. applicable for the imported contents.

2. The bidder has to quote for full quantity of the tender as given above; other-wise their offer will not be considered.

### Schedule of Requirements of Services

The Supplier's scope of the Contract will include the following -

- I. Type test on each equipment included in the technical specification and offered in the bid.
- II. Providing Services of Supplier's qualified engineer(s)/personnel for:
  - A. unloading, transportation to site, storage at site and/or
  - B. transportation from storage to erection site, installation, testing and commissioning.
- III. Training of Purchaser's Personnel: Training of Purchasers personnel to be confirmed by the bidder in respect of training to be provided at manufacturer's works or at our site in the following format :

<i>Type of Personnel</i>	<i>At Manufacturer's Works</i>					<i>At Site</i>				
	<i>No</i>	<i>Period</i>			<i>Total</i>	<i>No</i>	<i>Period</i>			<i>Total</i>
<i>Mech Engineer</i>			<i>weeks</i>		<i>weeks</i>			<i>Week</i>		<i>Week</i>
<i>Elec Engineer</i>			<i>weeks</i>		<i>weeks</i>			<i>Week</i>		<i>Week</i>
<i>Mech Supervisor</i>			<i>weeks</i>		<i>weeks</i>			<i>Week</i>		<i>Week</i>
<i>Elec Supervisor</i>			<i>weeks</i>		<i>weeks</i>			<i>Week</i>		<i>Week</i>
<i>Mech Fitter</i>								<i>Week</i>		<i>Week</i>
<i>Electrician</i>								<i>Week</i>		<i>Week</i>
<i>Operator</i>								<i>Week</i>		<i>Week</i>
<b><i>Total</i></b>			<b><i>weeks</i></b>		<i>weeks</i>					<b><i>weeks</i></b>

Definitions:

*Mech/Elect Engineer-*

*Elect/Mech Supervisor -*

*Mech Fitters/Electricians/Operators -*

*Graduate Engineer having basic knowledge of the equipment*

*Diploma Holder Engineer having basic knowledge of the equipment*

*Un-skilled, semi-skilled and skilled.*

**Section VI - Technical Specifications**

**Preface - Instructions to Bidders****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 six parts as follows:

- A. Scope of Supply
- B. Specific Project Requirements
- C. General Requirements
  - 1) Geography and Climatic Conditions
  - 2) Goods (Equipment and Machinery)
  - 3) Services
  - 4) Standards
  - 5) Supplier's Responsibility
  - 6) Spare Parts Provisions
  - 7) Availability Provisions
  - 8) Deemed Breakdown
  - 9) Composite Warranty / Guarantee
  - 10) Special Conditions
  - 11) Quality Assurance
- D. Technical Evaluation Criteria
- E. Equipment Specifications
- F. MARC Proposal

**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.

Wherever graphical representation of data (e.g load, power, performance curve) is required, the grid axis and data shall be properly and clearly labelled for ready comprehension.

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

Failure to demonstrate compliance in all respects with the requirements of the Technical Specifications may render the bid non-responsive.

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

**Site Visits**

The Bidder prior to making any Bid calculation and as part of the preparation of its 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 its bid.

A Bidder may visit the Site(s) by prior appointment with the purchaser. The number of Bidder's representatives permitted to make visits to the Site(s) shall be limited to a maximum of two.

Bidders wishing to make appointments for Site Visits should do so in writing or by facsimile direct with the subsidiary company and concerned officer as detailed in the following schedule. Copies of all such communications should be transmitted by facsimile to:

**General Manager (MM)**

**Bharat Coking Coal Ltd.**

**Koyla Bhawan, Koyla Nagar**

**Dhanbad-826005 (Jharkhand), India**

**Fax 91 (0)326 2230183**

<b>Subsidiary Company</b>	<b>Project</b>
<b>Bharat Coking Coal Limited</b> Koyla Bhawan, Koyla Nagar Dhanbad - 826005 Fax: 91(0) 326 2230177 Tel : 91(0) 326 2230177 Attention General Manager (Excv)	All projects

## **A. Scope of Supply**

### **A.1 Equipment Package**

The Supplier is required to provide a complete package of equipment for the supply of 60 Ton Rear Dumper to open cast (surface) coal mining projects:

The supplier is required to bid for the Equipment Package along with MARC detailed in the Part 'F' of Tender document; including accessories, consumables, training, installation, commissioning and testing at the coal-mining project.

The Scope and Phasing of supply for the 60 Ton Rear Dumper is given in Sec. V.

### **A.2 Supplementary Items**

The equipment shall be provided with a comprehensive tool kit which shall include any special tools required for erection, commissioning. First fill of all oils, grease and lubricants needed for test and commissioning of equipment.

### **A.3 Information and Drawings**

At least one month before the scheduled installation date, the Supplier shall provide not less than:

- (a) Suitably illustrated copies of Operating, Repair and Maintenance Manuals for each type/model of equipment and accessories, written in the English language, substantially bound in book form;

Three (3) copies to each project site; and

One (1) copy along with soft copy to the General Manager(Excv.), Bharat Coking Coal Ltd.,Koyla Bhawan, Koyla Nagar ,Dhanbad- 826005

- (b) Suitably illustrated copies of detailed Spares Parts Manuals for each type/model of equipment and accessories, written in the English language, substantially bound in book form;

Three (3) copies to each project site; and

One (1) copy along with soft copy to the General Manager(Excv.), Bharat Coking Coal Ltd.,Koyla Bhawan, Koyla Nagar ,Dhanbad- 826005

The Supplier shall also submit (in the same number of copies) 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 (refer Part-C3) and labour to undertake the installation/erection/assembly, commissioning and any performance testing of the plant, Equipment and accessories supplied.

**A.5 Training**

The supplier in consultation with the project in-charge / HOD [Excavation] of the respective site shall make available experienced personnel to conduct training of engineers, supervisors, technicians and operation personnel for suitable period from the date of issue of acceptance certificate of the equipment. The training shall cover the following:

- a) Training on Simulator Modules by the bidder at their works / suitable locations is mandatory.
- b) Equipment system, safety and risk assessment
- c) Equipment operation and maintenance
- d) Trouble shooting, localization of fault and their remedies covering:
  - 1. Electrical and electronics
  - 2. Mechanical
  - 3. Hydraulic system
  - 4. Lubrication system
  - 5. Pneumatic system etc.

Comprehensive training manuals with clear illustration shall be provided to each participant in English language. The training courses shall be conducted in both English and Hindi language.

**B Specific Site Requirements**

All the projects of BCCL are located within 30 KM range (approx) from Dhanbad Railway Station.



**Part C.****General Requirements****C.1 Geography and Climatic Conditions**

Elevation:-

The natural surface varies from 100 to 1000 m 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 1,000mm, 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

**C.2 Goods (Equipment and Machinery)**

Detailed specifications of the Equipment to be supplied are given in **Part E** of this section.

In general, all items shall be:

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 environment shall be suitably protected to prevent any effects of corrosion or erosion.

### **C.3 Services**

The supplier shall be responsible for the erection and commissioning of the equipment at site. The supplier shall depute qualified and competent Engineer(s) and specialist technicians to supervise the entire assembly, erection and commissioning of equipment.

### **C.4 Standards**

The design supply, erection, testing and commissioning of all Equipment under this Contract shall in all respects comply with the requirement of this specification and with the appropriate current Indian standards and codes, or relevant Standards issued by the International Standards Organisation or any other equivalent international standards, which corresponds to specific ISO/Indian standards indicated in the technical specification. Such equivalent international standards are to be supported by documentary evidence certifying that offered standards are identical to the corresponding ISO/Indian standards.

The Equipment shall be to the 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 *Système International d'Unités (S.I.)*.

### **C.5 Suppliers Responsibility**

The Purchaser requires that the Supplier shall accept responsibility for the provision of complete operable 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, safely and efficiently. 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

### **C.6 Spare Parts Provisions**

#### **C.6.1.a 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 covering the MARC period as stipulated in table I of MARC, section VI part 'F' and payment would be made as per the stipulations made in clause 9.1 of MARC. The bidder shall also ensure availability of spares for a period of at least 5 years beyond the MARC period, which shall be procured by the purchaser as per the need.

#### **C.6.1.b Bought-out assemblies and sub-assemblies**

The supplier is required to furnish the details of all bought-out items as indicated in the technical specification against "Information to be provided by the bidder". The bidder has to furnish a certificate indicating therein that "All other components not identified/ mentioned herein are manufactured by the bidder at their works exclusively i.e. the components are propriety of bidder's firm."

#### **C.6.2 Provision of Consumables**

Each equipments shall be delivered with spares & consumables required for operation during warranty period as detailed in clause 1(xi) of MARC (Section VI, Part F). The bidder shall also ensure availability of consumables for a period of at least 2 years beyond the MARC period, which shall be procured by the purchaser as per the need. A full list of such consumables must be provided along with supply and with their FOR Destination price in Indian Rupees. Purchaser will not be responsible for supply of any consumable items for operation of the equipment during the warranty period.

#### **C.6.3 Lifetime Spare Parts**

The supplier undertakes and guarantees to produce and maintain stocks to be available for purchase by the purchaser of all spare parts and consumables as may be required for maintenance and repair of the equipment beyond the MARC period, wherever applicable, against separate contract. In the event that the supplier wishes to terminate production (beyond the MARC period, wherever applicable) of such spare parts the supplier shall:

**C.6.3.A** Give not less than 6 months notice in writing of its intention to terminate production in order to permit the purchaser reasonable time in which to procure needed requirements; and

**C.6.3.B** Immediately following termination provide to the purchaser at no cost manufacturing drawings, material specification and necessary permission to manufacture of the spare parts elsewhere.

**C.6.3.C** Any change in part number or super ceded part number should be informed to the BCCL- Excavation Department & MM Department and the project site wherever the equipment is operating.

In any event the supplier shall not seek to terminate manufacture of spare parts for a period of not less than 5 years beyond MARC period.

#### **C.6.4 Oils, Lubricants and Fluids**

The bidder shall indicate the detail schedule of use of all necessary oils, lubricants, fluids for the operation and maintenance of the equipment, estimated annual consumption and specify the appropriate international standard number or the name and reference number of equivalents available in India.

#### **C.6.5 General**

**C.6.5.1** Nothing in this Clause C.6 shall relieve the Supplier of any Guarantee, Availability, Performance or other obligations or liabilities under this Contract.

**C 7 Availability Provisions during warranty and for MARC (Maintenance and Repair Contract) period.****C.7.1 Introduction**

C.7.1.1 The Supplier shall guarantee that the Equipment supplied pursuant to this Contract shall be governed by the **minimum annual Guaranteed Percentage Availability** as stipulated in table 1 of the MARC, section VI part 'F' and in accordance with the terms and conditions of the Availability Guarantee herein contained.

**C.7.2 Guarantee**

C.7.2.1 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 table 1 of MARC, section VI part 'F'. 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 daily.

**Downtime**

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;

**However the Limitations of Guaranteed Availability will be as indicated in Clause 3.5 of MARC (Part F)**

The Supplier shall provide a schedule of maintenance required to carry out (a) and (b) above for the MARC period of operation and shall state the number of hours required to carry out each maintenance task. The time stated shall, with the agreement of the Purchaser, form the basis of the assessment of the availability.

This schedule of tasks and time will be reviewed periodically by the Purchaser and the Supplier, jointly, to monitor the practicality of the schedule.

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 co-operation to all Supplier's authorised representatives, complying with all reasonable procedural suggestions to improve efficiency of machine operation or reduce downtime.
2. Where appropriate, providing and maintaining such conditions as:
  - Proper electrical Supply
  - Terrain Area
  - Bench preparation
  - Reasonable floor conditions
3. Providing all Supplier's authorised representatives access at all reasonable times to the machine service and repair facilities.

Maintaining a logbook for each shift wherein the working hours, breakdown hours, maintenance hours, idle hours, etc. shall be recorded. This record will be available for examination and signature by the Supplier's representative.

### **C.7.3 Effect and Duration of Guarantee**

C.7.3.1 This guarantee shall become effective from the date of commissioning the equipment at site. The issue of the purchaser's acceptance certificate shall evidence commissioning.

C.7.3.2 This guarantee shall remain effective for the entire MARC period as stipulated in table 1 of MARC, section VI, part 'F' from the date of issue of acceptance certificate irrespective of hours worked during the guarantee period.

#### **C.7.3.3 Compensation for not achieving Guaranteed Availability**

##### **1. For Equipment under warranty**

In the event that the Equipment fails to achieve the Guaranteed Availability (as indicated in Table 1 of MARC, section VI, part 'F') during the warranty period except for item 3.5 of MARC (Section VI, Part F), the bidder shall be liable to pay to the Purchaser, as compensation against not achieving guaranteed availability, a sum equal to as indicated hereunder for each equipment against the PBG submitted by the bidder as per clause 2 of SCC.

a. 1% of the delivered landed price of the equipment including the price of spares & consumables for warranty period for reduction in every percentage or part thereof from the Guaranteed Availability for the first 5%.

b. 10 % of the delivered landed price of the equipment including the price of spares & consumables for warranty period for reduction beyond 5% from the guaranteed availability.

##### **2. For MARC**

For the entire MARC period compensation will be as per clause 10 of MARC, section VI part 'F'.

### **C.8 Deemed Breakdown**

Refer Clause 3.2 of MARC. (Section VI, Part 'F')

### **C.9 Composite-warranty/guarantee:**

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

- a) In accordance with the contract specifications.
- b) The equipment shall have no defects arising out of design, material or workmanship & the complete equipment shall be warranted for 12 months from the accepted date of commissioning. Any defect arising observed on this account will have to be attended immediately.
- c) The supplier must ensure that there is no major breakdown due to manufacturing / design defects during the warranty period. In case such breakdown occurs the purchaser reserves the right to extend the warranty period suitably.

The warranty shall cover for total equipment so that comprehensive responsibility lies only with the equipment supplier although components may be supplied by different suppliers to the bidder.

#### **C.10 Quality Assurance**

- C.10.1 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 or of equivalent merit acceptable to BCCL.
- C.10.2 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.
- C.10.3 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.

**D. Technical Evaluation Criteria**

Bids determined to be substantially responsive will be subjected to detailed evaluation of

Technical Merit Criteria associated with the equipment offered.

A maximum of 100 points can be scored.

Bids which score less than 85 points for the Technical Merit will be considered non responsive and not considered further.

For bids determined to be technically responsive as aforesaid, i.e. bids which score 85 points or more, an adjustment shall be added to the evaluated bid price for the purpose of bid evaluation in accordance with the following formula:

$$\text{Adjusted Bid Price} = \frac{\text{Total Landed Price of Equipment} \times 100}{\text{Technical Merit Score (i.e. 85 points or more)}}$$

**PART E:- EQUIPMENT SPECIFICATIONS****EQUIPMENT SPECIFICATION OF 60 US Ton (55 Metric Ton Approx) REAR DUMPER****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 diesel powered, self-propelled, wheeled Rear Dumper with 60 US Ton (55 Metric Ton Approx.) Rock Body.

**2. References**

The following International Standards are referred to in, and form part of, the Specification. The supplier has to provide the relevant portion of ISO indicated below as reference:

ISO 2867	Earth-moving machinery - Access systems
ISO 3449	Earth-moving machinery – Falling-object protective structures - Laboratory tests and performance requirements
ISO 3450	Earth-moving machinery - Wheeled machines - Performance requirements and test procedures for braking systems
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 5010	Earth-moving machinery - Rubber-tyred machines - Steering 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 6483	Earth-moving machinery - Dumper bodies - Volumetric rating
ISO 6682	Earth-moving machinery - Zones of comfort and reach for controls
ISO 6750	Earth-moving machinery - Operation and maintenance - Format and content of manuals
ISO 7132	Earth-moving machinery - Dumpers - Terminology and commercial specifications
ISO 7457	Earth-moving machinery - Measurement of turning dimensions of wheeled machines
ISO 9249	Earth-moving machinery - Engine test code - Net power
ISO 10268	Earth-moving machinery - Retarders for dumpers and tractor-scrapers - Performance tests
ISO 10968	Earth-moving machinery - Operator's controls



### **3. Design Criteria**

The dumper 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.

The dumper shall be suitable for 2:1 heap loading by 5 to 6 m<sup>3</sup> excavators with rock having a density, after blasting, of 1,800 kg/m<sup>3</sup>. The Empty Vehicle Weight should not be less than 39500kg.

### **4. Technical Requirements**

#### **4.1 Engine**

The dumper shall be powered by a 4-stroke diesel engine of not less than 650 HP net power measured between 1950 to 2150 r/min according to ISO 9249. The engine shall be provided with Variable Horse Power control, 24V electric starting, dry type 2-stage air-cleaner with automatic dust evacuator, 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 dumper 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 and auto idling system or equivalent system. The engine shall be provided with a heavy duty pan guard.

Engine of Imported origin/Caterpillar/Cummins will be accepted only. For indigenous engine other than Caterpillar/ Cummins engine, CIL guideline will be followed for acceptance. The Supplier should indicate Fuel Consumption of offered equipment in Ltrs/hr pertaining to BCCL mine condition. Fuel efficient machine will always be preferred.

#### **4.2 Transmission**

The dumper shall be provided with an off-highway minimum 6-speed fully automatic power shift hydraulic transmission with lock-up clutch. The dumper shall be provided with downshift inhibitor, over-run inhibitor, forward/reverse shift inhibitor, anti-hunting system, neutral safety and reverse inhibitors. The transmission should be provided with Skip Shift function (if available). Suitable protection of the transmission pan from external damage should be provided. The pan guard should be designed to minimise accumulation of dirt and debris.

#### **4.3 Drive System**

A dynamically balanced propel shaft with universal joints at both ends should be utilised for transmission of power. Adequate means should be provided to prevent damage to other components in the event of failure of the universal joints. Provision of Retarder and Spin Regulator will be preferred.

The final drive shall comprise a heavy duty differential with high quality bevel gear and pinions, and a heavy duty planetary gear system and drive axle.

#### **4.4 Suspension**

Front and rear suspension shall be of hydra-air type to absorb road shocks and prolong tyre life.

#### **4.5 Steering**

Full hydraulic orbitrol power steering and emergency steering which complies with ISO 5010 shall be provided. The Turning Radius should match with the BCCL mining condition.

#### **4.6 Hoses**

All hoses shall be grouped as far as possible and suitably clipped to reduce damage from scuffing.

#### **4.7 Brakes**

Suitable reliable service, secondary and parking brakes which comply with ISO 3450 shall be provided.

##### **4.7.1 Service brakes**

The front service brakes shall be air and/or oil actuated calliper type.

The rear service brakes shall be air and/or oil actuated multiple disc type and should operate automatically in the event of low air/oil pressure.

They should preferably be fully enclosed to prevent entry of dust and water, and designed for low maintenance.

##### **4.7.2 Parking brakes**

The parking brakes should be operational even at zero air pressure.

##### **4.7.3 Retarder**

Retarding system shall be provided to control speed while descending grades.

#### **4.8 Tyres**

Rock duty, cut-resistant tyres size 24.00 – 35 - 36PR preferably E4 type shall be provided. Supplier should provide additional 2(Two) nos. tyres along with the tendered equipment.

#### **4.9 Frame**

The frame should be a rugged, durable construction of high strength steel and free from any stress concentration. The design must take care of all forces encountered during the operation of the dumper.

#### **4.10 Dump Body**

The type of body required on the dumper is for handling "Rock". The body capacity should have a minimum 53,000kg payload based upon 2:1 heap loading. The body should be an exhaust heated, heavy duty type with high hardness abrasion resistant side, front and bottom plates. The dump body should be made of high tensile strength steel of not less than 125kg/sq mm. The width of the body should be such that it protrudes over the tyres to prevent damage due to spillage of material from the body. The body design should be such that the stability of the machine is maintained in all operating conditions especially during turning. A body position indicator shall be provided.

#### **4.11 Fuel Tank**

The fuel tank shall be of sufficient capacity to allow 16 hours operation without re-fuelling and be provided with a level indicator and lockable hinged filler cap. Construction of the tank should be such that it provides for easy accumulation and drainage of water with minimum loss of fuel.

#### **4.12 Lubrication System**

A centralised automatic lubrication system of positive pressure type should be provided with warning alarms for identification of failed points.

**4.13 Operator's Cab**

A fully insulated, sound suppressed, air-conditioned operator's cab with safety glass, power windows, rear-view mirror, windshield wipers, washers, a ROPS which complies with ISO 3471 shall be provided and a FOPS which complies with ISO 3449 shall be provided..

All operating controls, gauges (with colour indication for safe and unsafe working), monitoring and working signals shall be conveniently located within easy reach of the operator and comply with ISO 6405-1, ISO6405-2, ISO 6682 and ISO 10968.

A fully adjustable operator's seat, passenger seat, floor mat shall be provided.

Steps and handrails which comply with ISO 2867 shall be provided for access to the operator's cab.

**4.14 Gauges and Indicators**

The following shall be provided as a minimum:

- a) Water temperature
- b) Engine oil pressure
- c) Converter oil temperature
- d) Fuel capacity
- e) Engine tachometer
- f) Engine hour-meter
- g) Speedometer
- h) Air pressure (if applicable)

**4.15 Warning Alarms/Lights**

Audio/visual warning alarm systems shall be provided for the following:

- a) Reversing
- b) Parking brake actuation
- c) Low engine oil pressure
- d) High coolant temperature
- e) Low air pressure (if applicable)
- f) Emergency steering
- g) Dumping buzzer
- h) Alarm for failure of lubrication points of automatic lubrication system

**4.16 Electrical Equipment**

The dumper shall be provided with the following:

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

All electrical circuits shall be protected by adequately rated fuses which shall be easily accessible for maintenance. At least two spare fuses of each size shall be provided in each fuse box.

**4.17 Lighting**

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

- a) 4 (no) Headlights
- b) Stop and tail lights
- c) Turn signal lights (left and right) on both front and rear
- d) Fog Lamps

Headlights and rear lights shall be fitted in steel protective enclosures.

**4.18 Guards and Shields**

Adequate guards and shields which comply with ISO 3457 shall be provided on the dumper.

**4.19 Fire Extinguisher**

1 no. fire extinguisher shall be provided on the dumper, 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 shall be provided on the dumper:

- a) Front and rear tow hooks and two lifting loops.
- b) Pressurised radiator cap
- c) Head light high-beam indicator.
- d) Cab protection spill guard.
- e) Safety provision for holding the dump body in hoist condition.
- f) Water separators in air lines.
- g) Rock ejector bars between each set of dual rear wheels
- h) Tyre inflation kit
- i) Automatic fire detection and suppression system of a standard reputed make
- j) Vehicle Health Monitoring System/Equivalent monitoring system
- k) Payload Meter
- l) Three sets of operation ,maintenance and spare parts manual with each machine.

**6. Safety Features**

(Dumpers has to supply with the following safety features, adequate explanation has to be given in the offer.)

- 1) Full Cabin Canopy
- 2) Tail Lamp Guard Kit
- 3) Propeller Shaft Guard
- 4) Blind Spot Mirror
- 5) Body Looking Device
- 6) Retrofit/ Body Reflector
- 7) Limiting Speed Device
- 8) Audio Visual Alarm in Reverse With Flasher
- 9) Alternative Braking Arrangement/Two Brakes
- 10) Emergency Steering
- 11) Speed Governor of Electrical /Mechanical Type speed restricted to 30km/hr.
- 12) Fire Resistant Hoses
- 13) Turbo Charger Guard & Exhaust Tube Treated with Insulated Paint
- 14) Battery Cut-off Switch
- 15) Mechanical Steering Lock
- 16) Tail Gate Protection system (to avoid head to tail collision) if available
- 17) Seat Belt for Operator
- 18) Proximity Warning Device if available

**6A. Special Guarantees**

The following guarantee will apply for the different components

- i) Body chassis & differential - 10,000 W/hours or 1000 calendar days (whichever is earlier)
- ii) Complete engine system - 24 months or 8000 W/hours (whichever is earlier)

In case of failure of engine system within 8000 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 W/8000 hrs., the system will have to be replaced on prorata payment basis taking the life of the engine system as 10000 W/hrs.

iii) Transmission Assy. - 24 months or 8000 W/hrs. (whichever is earlier)

iv) Steering System – 24 months or 8000 hours. (whichever is earlier)

v) Differential Assy – 24 months or 8000 W/hrs. (whichever is earlier)

vi) Electrical Items - 6 months or 1000 W/hrs. (whichever is earlier)

vii) Engine Hour Meter - 12 months or 3000 W/hrs. (whichever is earlier)

viii) Disc Brake – 24 months or 6000 W/hrs ( whichever is earlier)

ix) Broken parts of individual assemblies should be available against requirement.

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**

Will be as per Section VI-Part F (MARC)

### **8. Information To Be Provided By The Supplier**

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

General

a) Number of similar model supplied during the last five years.

The information shall be given in the following format and in the order of most recent first.

#### **Company Mine**

**Name**

**Mine**

**Location**

**Mine Type**

**No. of machines**

**Model Commissioning date**

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

#### **Major Depot / Warehouse Service Facility**

Location Contact Nos. Inventory Value (Approx.)

Location Type of facility available

No.of Engineers \*

\* 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.

e) Recommended Spares List for 6 years to be provided.

f) Rehabilitation Schedule in Lifetime to be indicated.

### **8.2 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 speed determined according to ISO 6014.

c) Latest Rim-pull - Speed - Gradeability Curves of the offered model, clearly indicating: Driving speed fully loaded up 14% effective grade.

d) Latest Retarding performance chart of the offered model, in accordance with ISO 10268, clearly indicating:

Maximum constant speed fully loaded down 10% effective grade.

e) Results of service and secondary brake stopping tests carried out according to ISO 3450, in the following format:

**Braking system tested**

**Slope (%)**

**Machine speed (km/h)**

**Stopping distance (m)**

**Service Secondary**

f) Turning diameter

g) Calculations and drawings verifying the body capacity.

h) Detailed technical descriptions of the dumper.

i) Layout drawings and detailed technical descriptions of hydraulic systems and components.

j) Details of major bought-out assemblies and sub-assemblies including manufacturer, type, etc.

k) Comprehensive commercial literature specifications, the content of which must comply with ISO 7132.

l) Operation and maintenance manuals in accordance with ISO 6750.

m) Details and layout of automatic lubrication system.

n) Details & layout of automatic fire detection and suppression system

**8.3 Dimensions, Weights and Performance Details**

**8.3.1 Dimensions**

a) Maximum overall length

b) Maximum overall width

c) Maximum height, without body

d) Maximum height, with body

e) Loading height

f) Dump height

g) Discharge height

h) Maximum body depth

i) Body target area (inside length and width at top)

j) Wheelbase

**8.3.2 Weight Distribution**

a) Empty vehicle

Front axle

Rear axle

Total

b) Loaded vehicle

Front axle

Rear axle

Total

**8.3.3 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

#### **8.3.4 Transmission**

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

#### **8.3.5 Differential**

- a) Type & Make
- b) Ratio

#### **8.3.6 Final Drive**

- a) Type & Make
- b) Ratio

#### **8.3.7 Suspension**

##### **8.3.7.1 Front**

- a) Type & Make
- b) Stroke
- c) Load - deflection rate, loaded and empty

##### **8.3.7.2 Rear**

- a) Type & Make
- b) Stroke
- c) Load - deflection rate, loaded and empty

##### **8.3.8 Steering**

- a) Type & Make
- b) Emergency steer method

#### **8.3.9 Brakes**

##### **8.3.9.1 Service brakes: Make & Model**

###### **8.3.9.1.1 Front**

- a) Type
- b) Actuating system

###### **8.3.9.1.2 Rear**

- a) Type
- b) Actuating system

##### **8.3.9.2 Secondary brakes**

- a) Type
- b) Actuating system

##### **8.3.9.3 Parking brake**

- a) Type
- b) Actuating system

##### **8.3.9.4 Retarder**

- a) Type
- b) Actuating system

#### **8.3.10 Tyres**

- a) Make
- b) Size and type
- c) Tread
- d) Ply rating
- e) Rim size

**8.3.11 Hydraulic System**

- a) Make & model, number, flow rates, operating pressures of pumps
- b) Make & model, number, piston diameters, stroke lengths of cylinders
- c) Relief valve operating pressures

**8.3.12 Electrical System**

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

**8.13.13 Operating Cycle**

The operating cycle, for which the bidder shall provide the following information:

The time for hauling, rated payload and returning empty to the place of loading on a haul road of the following profile with a rolling resistance of 2%. First 1500 meters up a 12% grade, next 200 meters level, next 200 meters up a 10% grade, last 100 meters level.

A fixed time of six (6) minutes for loading and dumping shall be added to this time to calculate the total operating cycle.



**Technical Evaluation Criteria**

In accordance with Part D of Section VI of the Tender, the distribution of points for the technical evaluation will be as follows:

ITEM	Max. Points
<b>TECHNICAL MERIT</b>	<b>100</b>
Theoretical Production Payload x 60 / Cycle time	12.5
Power - Weight Ratio Engine Net Power / Gross Vehicle Weight	12.5
Specific Fuel Consumption as per ISO 9249	12.5
Driving Speed fully loaded up 14% effective grade	12.5
Retarding Performance fully loaded down 10% effective grade	12.5
Service Braking Performance to ISO 3450 Actual Stopping Distance / Max. Allowable Distance	12.5
Secondary Braking Performance to ISO 3450 Actual Stopping Distance / Max. Allowable Distance	12.5
Turning Dimensions to ISO 7457	12.5
<b>Note:</b> The best technical merit value quoted by any of the technically responsive bidder against above mentioned each item would score full points. Against these items other technically responsive bidders would score on proportionate basis based on their quoted technical merit points.	

The bidder is to submit and certify “Certified Information For Technical Evaluation Criteria” attached to this specification, detailing the information required for the ‘Technical Merit’ assessment. All technical information must be fully supported by relevant calculations, drawings, graphs, etc.

Failure to submit these forms fully complete and in the manner described may deem a bid ‘Non-Responsive’.

## Certified Information for Technical Evaluation Criteria

**TECHNICAL MERIT**

ASSESSMENT CRITERIA	DATA REQUIRED	UNITS	VALUE
Theoretical Production	Payload (refer 8.2.G)	kg	
	Cycle time (refer 8.3.13)	sec	
Power – Weight Ratio	Engine Net Power (refer 8.2.a)	kW	
	Gross Vehicle Weight (refer 8.3.2.b)	kg	
Specific fuel consumption as per ISO 9249	Specific fuel consumption at rated output power (refer 8.2 a)	g/kWh	
Driving Speed	Driving Speed fully loaded up 14% effective grade (refer 8.2 c)	km/h	
Retarding Performance	Maximum constant speed fully loaded down a continuous 10% effective grade (refer 8.2 d)	km/h	
Service Braking Performance to ISO 3450	Test Course Slope (refer 8.2 e)	%	
	Machine Speed (refer 8.2 e)	km/h	
	Stopping Distance (refer 8.2 e)	m	
Secondary Braking Performance to ISO 3450	Test Course Slope (refer 8.2 e )	%	
	Machine Speed (refer 8.2 e)	km/h	
	Stopping Distance (refer 8.2 e)	m	
Turning Dimensions to ISO 7457	Turning diameter as defined in clause 3.2 of ISO 7457 (refer 8.2 f)	m	

**Equipment Acceptance**

The Equipment ordered will be finally accepted subject to the Supplier demonstrating to the Purchaser or its authorised representative (may be third party) that the equipment, or assembly or sub-assembly (selected at random by the Purchaser) when tested as indicated below, meets the Performance Data provided by the Supplier in accordance with the requirements of clause 9. A detrimental deviation of up to 2½ % will be accepted.

- |   |  |  |
|---|--|--|
| 1 | Specific Fuel Consumption for engine   | To be tested at Works. Minimum of 3 (three) readings at full load to be averaged |
| 2 | Pay load Capacity  | To be tested at Works / Site   |
| 3 | Engine Net Power & RPM   | To be tested at Works  |
| 4 | Driving Speed - fully loaded up 14% effective gradient (assuming 2% Rolling resistance)  | To be tested at Works / Site   |
| 5 | Retard Speed - fully loaded down 10% effective gradient (assuming 2% Rolling resistance) | To be tested at Works / Site   |
| 6 | Service Brake Stopping Distance as per ISO 3450  | To be tested at Works  |
| 7 | Secondary Brake Stopping Distance as per ISO 3450  | To be tested at Works  |
| 8 | Turning Dimension as per ISO 7457  | To be tested at Works  |

**PART F - MAINTENANCE AND REPAIR CONTRACT (MARC)****1. SCOPE OF MARC**

The Bidder will undertake responsibility for maintenance and repair of the equipment till the end of the contract period. The following conditions will prevail on the bidder who henceforth will be termed as MARC-holder.

- i(a) The Contract will start from the date of commissioning and will be for a period as indicated in the Table I given below.

Table-1

Sl.No (1)	Equipment (2)	Period of MARC (in Yrs) (3)	Minimum Annual Guaranteed Percentage Availability (4)			
			Yrs 1-3	Yrs 4-6	Yrs 7-8	
1.	Rear Dumpers					
	60 T	7	85	83	82	

- i(b) The MARC period can be extended for the balance rated life, if agreed mutually both by BCCL & MARC Holders.
- i(c) MARC holder to Rehabilitate the Equipment during the MARC period as stipulated in table - 1. Each dumper has to be rehabilitated once during the MARC period. The maximum permitted time for rehabilitation would be 4 weeks for each dumper. The period during which the equipment is under rehabilitation will not be considered as downtime on account of MARC Holder for calculation of availability. However the period in excess of the permitted time for rehabilitation would be treated as downtime on account of MARC Holder. The MARC holder shall only be entitled for supervision & overhead charges only upto a maximum period of 4 weeks permitted for rehabilitation. The exact duration of rehabilitation & its commencement date are to be clearly specified by MARC holder in their offer.
- (ii) The MARC Holder shall be responsible for supply of all spares, sub-assemblies/assemblies, components and all other items including all consumables required during the entire MARC period except fuel & power. However, in case of OTR tyres, the MARC holder will be responsible for arranging & ensuring smooth supply of the same. The responsibility of repair & maintenance of tyres for the entire contract period also lies with the bidder to ensure minimum [4000] hours of operation in case of new tyres and minimum [1500] & [1000] hours of operation after 1st & 2nd retreading respectively. Retreading of tyres will be done after joint inspection by representatives of BCCL & MARC holder depending on the condition of the tyres after achieving the above stipulated minimum hours of operation. The cost of all such retreading / repairs & maintenance will be borne by the bidder. If minimum hours of operation as mentioned above are not achieved for a particular tyre, the responsibility lies with the bidder to arrange for suitable replacement/ repair at his cost so as to achieve the minimum specified hours. The price of the OTR tyres will be reimbursed by BCCL at actual (on landed price basis). The price payable as above will be subject to the ceiling of the price finalised and awarded in the preceding financial year (within last six months) by BCCL/ Subsidiary Companies of CIL from time to time for the same size & specification of tyres. If such prices are not available, due to no order having been placed during the period, budgetary price will be obtained from the tyre manufacturers directly for such verification. For the purpose of reimbursement of the cost of tyres, the MARC holder will have to submit the authenticated copy of invoice with excise certification for the type & size of the tyre supplied from domestic sources. In case of imported tyres, the notarized copy of assessed copy of Bill of Entry should be submitted as proof of price. Since tyres will be dealt with separately in the above manner, the cost of tyres should not be included in the cost of spares, assemblies, sub-assemblies and other consumables while quoting for the MARC charges. The period for which the equipment remains idle for want of tyres will be treated as breakdown on account of the MARC holder.
- (iii) MARC Holder will supply all the spares required for break-down, unscheduled repair, running repair, scheduled/preventive maintenance, major repairs, and overhauling of assemblies, sub-assemblies and capital overhaul of equipment.
- (iv) BCCL expect to utilize the each equipment annually as given in Table-2.

Table-2

Sl.No.	Equipment	Expected Annual Hours of Utilization
1.	Rear Dumpers	4500

- (v) Spares & consumables for MARC period shall be under the custody and control of MARC holder and will be issued by their representative as and when required.
- (vi) The MARC Holder shall be responsible for all their properties and BCCL will not be responsible for any theft, pilferage etc.
- (vii) Collection of failed assemblies/ sub-assemblies and all other scrap from the maintenance yards. It shall be responsibility of the MARC Holder to keep the maintenance area clean from all such things.
- (viii) Replacement with float assemblies and sub-assemblies in ready to use condition at site shall be the responsibility of MARC holder.
- (ix) Spares & consumables cost per working hour shall be payable after expiry of warranty period of the individual equipment.
- (x) Supervision & overhead cost per available hour shall be payable from the date of commissioning of the individual equipment.
- (xi) The bidder should furnish a complete list of spares & consumables required for the scheduled maintenance during the warranty period. The purchaser will procure the same as initial set which are to be supplied along with the equipment. Anything required, (both in terms of item and quantity), in excess of the spares & consumables procured based on the list furnished by the bidder, will be supplied immediately by the bidder to the purchaser at their cost. The unused spares & consumables, if any, after warranty period shall be taken back by the bidder within 30 days from the expiry date of warranty period against payment thereof, at the same landed cost at which initially purchased by BCCL. The cost of the same shall be deducted from the next monthly payment to the bidder, even if the same has not been taken back by the bidder within specified time.
- (xii) Organise Training for BCCL Engineers, supervisors and workers for operation, maintenance & repairs for tendered equipment required to achieve guaranteed availability as per OEM recommendations.
- (xiii) (a) The MARC Holder shall also prepare a yearly programme to carry out the maintenance as per OEM recommendations for the tendered equipment, every year for the entire tenure of this Contract and shall submit the same to BCCL for approval.  
(b) The MARC Holder shall also provide the schedule on a monthly basis for the maintenance of the tendered equipment as per the equipment usage.  
The MARC Holder shall attend the scheduled meetings with the representatives of BCCL at agreed frequency to discuss the timeliness of each and every Service Scheduled. The MARC Holder shall also attend any unscheduled emergency meetings required.
- (xiv) The MARC Holder shall perform regular oil sampling and testing on all tendered equipments as per OEM guidelines and provide to BCCL results of sampling and shall under take necessary corrective & preventive actions based on the sampling results under intimation to BCCL.
- (xv) MARC-holder will be solely responsible for providing safety items to the personnel engaged by them for working in the mine area.
- (xvi) The MARC Holder shall conduct structural inspections of critical joints to be decided jointly at every 5000 hrs by Non - Destructive Test. Record and Report on defects of the structural components of the tendered equipments, if noticed, shall be undertaken subsequently for corrective and preventive actions by the MARC Holder on such equipments based on the said report. The frequency of such inspections shall full fill the statutory compliance wherever applicable or otherwise on mutually agreed terms.
- (xvii) MARC-holder shall give expected life of major assemblies also in the Format given in Table-3 below, duly signed.

Table-3

EQUIPMENT	MAJOR ASSEMBLIES	EXPECTED LIFE* (in Hours)
<b>Dumpers</b>	Body Chassis	
	Differential (where applicable)	
	Complete Engine system	
	Wheel Motor (where applicable)	
	Transmission Assembly	
	Electrical items	

Note - \* Expected life means life before first overhaul.

## 2. **MANPOWER**

The MARC-holder shall provide a list of officers/support personnel and system expert to be deputed at BCCL site/each project for maintenance and repair of the equipment and coordinating MARC, for BCCL approval.

BCCL shall provide semi skilled & unskilled manpower for at each project site as per Table 4.

### **Manpower Training & Induction**

The MARC holder shall provide training to the operators & maintenance personnel engaged by BCCL to a level of proficiency towards achievement of guaranteed availability.

Training on Simulator Modules by the bidder at their works / suitable locations is mandatory.

The MARC Holder, in consultation with BCCL, shall impart comprehensive classroom training, practical demonstration of the tendered equipment and on the job training, under actual working conditions to the operators and maintenance personnel engaged by BCCL. Safety should be an important part of the training. In the course of training the MARC Holder shall provide to such personnel, complete and comprehensive literature giving necessary technical information about the tendered equipment and detailed instructions for operation and maintenance of the same in English and Hindi.

The MARC Holder, in consultation with BCCL, shall conduct annual training audits of the existing personnel and provide further training to enhance their skill for the operation and maintenance of the tendered equipments.

All the MARC Holder's personnel and / or representatives shall, prior to commencing work at site, attend an induction course conducted by BCCL representatives, who shall introduce the MARC Holder personnel to the opencast mining, site practices, safety requirements contained in the Mines Act and any other law for the time being in force.

The MARC Holder shall ensure that the persons deployed by them for the maintenance of the tendered equipments comply with the Mines Act and any other Law for the time being in force.

## 3. **AVAILABILITY PROVISIONS & DOWNTIME**

### 3.1 **Availability Guarantee**

MARC Holder shall ensure that the equipments are available for putting to use at least for the guaranteed availability specified in Table - 1

### 3.2 **Deemed Breakdown**

When the supplier is unable to supply the replacement of a failed part during the contract period, and if the machine is commissioned by using the spares from the stock of the project, the period after 21 days till the supplier replaces the part shall be treated as 'deemed breakdown' (the credit for keeping machine available shall not be given to the supplier.) No payment on account of both 'spares & consumable' and 'supervision & overhead costs' will be made for such period to the MARC holder.

The supplier shall not in any way be allowed to take out spare parts from other equipment, which are under breakdown and covered within the scope of this contract. Even if the equipment is commissioned by taking out spare parts from any other breakdown equipment in the interest of BCCL, it shall be treated as deemed breakdown till the supplier replaces the spare parts

### 3.3 **Method of Assessment**

Refer clause C 7.2.1 of part C of general requirements.

**3.4 Unscheduled Maintenance**

If at any time the operator noticed any operational problem on the equipment, the same shall be reported to the MARC Holder's representative at site and BCCL shall stop operating the said equipment till it is rectified. The time taken to rectify the defect shall be treated as Downtime Hours. Equipment shall remain under breakdown unless maintenance in-charge of BCCL certifies that it has been properly repaired. Arranging spares and tools shall be responsibility of the MARC Holder. Any delay on this account will be considered as breakdown hours. MARC Holders Stores shall be opened round the clock and BCCL shall provide the necessary security arrangements existing at the site.

The MARC Holder shall inform BCCL of any major defect or fault noticed by the MARC Holder in the equipment during the course of their maintenance, whereupon BCCL shall stop using the said equipment and the MARC Holder shall affix "out of service" notice on the equipment and shall proceed forthwith to perform repairs to rectify the defect.

The MARC Holder in consultation with BCCL will make the repair plan and arrange the spares and BCCL shall provide the manpower skilled and unskilled out of the total manpower as indicated in Table 4, which will be decided jointly and other facility like crane to carry-out the repair. The MARC Holder will inform in writing the requirement of crane, if any, at least 12 hours in advance for planned maintenance & repair. For unscheduled breakdown & repair the MARC Holder shall give requirement of cranes, if any, immediately and BCCL will provide it at the earliest possible. If BCCL is able to provide cranes within 8 hours, down time shall be accounted in the MARC Holder's account, else down time beyond 8 hours will be on user's account.

Both the Parties shall make necessary entries in the logbook for recording the details of the defect, date & time such defect is noticed, the person operating the equipment, the person attending the defect from the MARC Holder, the nature of repair, time taken for repair and the date and time when the said equipment is ready for operation.

The purchaser and the MARC Holder, jointly to monitor the practicality of the Preventive maintenance schedule (indicated in clause xiii) and review this schedule of tasks periodically.

**3.5 Limitations of Guaranteed Availability**

MARC Holder shall ensure the guaranteed availability of the equipment. However, non-availability of any of the equipments due to the following reasons shall not be considered for calculation of down time hours. Similarly, repairing cost if any, due to these reasons will not be included in MARC Holder's account. In such cases, repair will be carried out by the MARC Holder for which cost will be borne by BCCL and separate work order will be released. Manpower required for correcting all such damages shall be provided by BCCL..

- a) Damage due to accident or otherwise if it is established that the damage has occurred due to operator's fault or negligence
- b) Natural disaster.
- c) Lack of accessibility to the equipment.
- d) Modification to equipment at the request of BCCL
- e) Non availability of fuel.
- f) Theft or pilferage of equipment part / parts.
- g) Any law & order problem causing disturbances leading to stoppage of work.
- h) Strike or stoppage of work by the purchaser's personnel.

**4. FACILITIES TO BE PROVIDED BY BCCL TO MARC HOLDER****4.1 Electricity & fuel**

BCCL shall provide electricity up to the field Switches & fuel at the dispensing unit as required for operating the equipment.

**4.2 Other facilities**

The purchaser will assist the MARC Holder, without relieving the MARC Holder of any other obligations under the contract to achieve the guaranteed availability by:

- I. Providing following maintenance & repair facilities at the workshop:
  - Covered space with compressed air facilities for repair of electrical & hydraulic components
  - work table with bench vice for electrical/hydraulic components
  - high pressure water jet washing facilities for cleaning of the equipment
  - welding set with accessories

- machine shop facilities available in the workshop
  - covered space for warehouse and office available in the project site
  - tyre handler, tyre mounting and demounting machines (capacities to be specified by the MARC Holder)
  - fuel bouser / diesel dispensing unit for filling fuel in the equipment.
  - mobile crane.
- II. Where appropriate, providing and maintaining such conditions as:
- Bench preparation  
Reasonable haul road with Dust suppression arrangement
- III. Providing MARC Holder's authorized representatives access at all reasonable times to the equipment service and repair facilities.
- IV. Providing requisite semi-skilled and unskilled supportive manpower for maintenance and repair of equipment (including machine shop & excluding manpower for crane) at the following rate for different population of equipment at the site.

**Table- 4**

Dumper fleet size	Manpower Semi-skilled/unskilled
No.	No.
1-5	10
6-10	13
11-15	20
16-20	26
21-25	32
26-30	39

**Note:** Semi-skilled manpower means: Fitter, Electricians, Machinist, Welder  
Unskilled manpower means : Helper and General Mazdoors.

- V. Maintaining a logbook for each shift, wherein the working hours, breakdown time (under MARC Holder's and BCCL's heads separately), maintenance hours, idle time, details of fuel & lubricant consumed shall be recorded. This record will be available for examination and signature of the MARC Holder's representative on daily basis.
- VI. Accommodation and Site Office
- BCCL shall provide suitable accommodation to the MARC Holder personnel as per prevailing BCCL rules. The MARC Holder shall submit the requirement of the accommodation for the personnel to be posted at site for the fulfilment of the terms and conditions under this contract. The MARC Holder shall pay maintenance and electricity charges for the accommodation as per the prevailing BCCL rules.
- VII. Medical assistance as available with the purchaser, on payment basis as per BCCL rule.
- VIII. General Security arrangement, as available for assets of BCCL, shall also be extended to the MARC holder.

## 5. **PERSONNEL OF MARC-HOLDER**

Within seven (7) days of the commencement of this Agreement, the MARC Holder shall submit to BCCL, in writing:

The Personnel who shall be Project in-charge for the MARC Holder at BCCL mine Site.

The MARC Holder's project in-charge and other maintenance personnel shall have relevant technical qualification and experience in their respective fields to perform their duties to discharge the MARC Holder's obligations under this Contract.



The number of personnel and their categories to be deployed by the MARC Holder for maintenance of equipment at each site and elsewhere has to be indicated.

The MARC Holder shall be solely responsible for the safety and discipline of its personnel as required under safety and other applicable laws in India in force during the entire term of this Contract.

The personnel deployed by the MARC Holder shall adhere to the rules, regulations and norms stipulated by BCCL's site management at all times.

The MARC Holder shall be responsible for any misconduct or dereliction of duties on the part of its personnel.

The MARC holder will be responsible for adherence to all statutory laws like Provident Fund, Minimum Wages Act ESI, Factory act etc.

The MARC Holder personnel and other representatives shall follow the CODE OF CONDUCT as per manufacturer's recommendation duly vetted by BCCL management.

MARC holder will indemnify the purchaser against any claim for compensation made by any personnel of the MARC holder due to accident, injury, death etc.

## **6. MODIFICATIONS, STATUTORY REQUIREMENT, SAFETY & FIRST AID**

### **6.1 Modification and Up gradation**

The MARC Holder shall advise BCCL of any modifications or up-gradation of the equipment for increasing safety and reliability, improved production performance and fuel efficiency.

If BCCL elects to implement such modification or up-gradations of equipment, on case to case basis, it will be carried out by the MARC Holder at the cost of BCCL on the terms and conditions as may be agreed to by the parties and in such case, the time spent to upgrade the equipment shall not be classified as Down time Hours.

If MARC Holder on its own initiative wishes to upgrade or modify the equipment, the MARC Holder may carry out the up-gradation at its own cost with BCCL's prior consent. BCCL shall not withhold such consent unreasonably but the time spent in upgrading shall be classified as downtime hours.

If modification is required in the equipment to comply with the provisions of any Law, which came into force after the commencement date of this contract, then such modification shall be taken up by the MARC Holder at BCCL cost and time taken for such job shall not be classified as downtime hours.

### **6.2 Statutory Requirement**

The MARC Holder, while performing of its obligation under this Contract, shall comply with the requirements of all the applicable laws, rules, regulation and byelaws.

The MARC Holder shall at its own cost obtain all permits and licenses necessary for undertaking the activities under this contract and shall pay all, taxes and fees payable under any law for the time being in force and during the term of this Contract and shall provide the evidence to BCCL to prove compliance of the legal requirements as stated above as well as payment of taxes or fees.

The MARC Holder shall comply with all the provisions of Labour Laws including Contract Labour (Abolition and Regulation) Act, 1970 & subsequent amendments, and the rules made there under, Minimum Wages Act, Payment of Wages Act, Employees Provident Fund Act etc.

The MARC Holder shall conduct all checks as mandated by statutory law and DGMS circulars / orders and submit the reports to the concerned BCCL Mine Manager or his representative.

#### **Dangerous occurrences & Accident**

The MARC Holder shall comply with the requirements under the Mines Act and all other law for the time being in force and report the Mine Manager regarding occurrence of any accident or incident, which may or may not cause any harm to persons or machinery but has the potential to cause serious harm / damage to the men or machinery or has the potential to seriously affect the working of the equipment or the mine. The MARC Holder shall also report accidents resulting in death, serious bodily injury and reportable injury or minor injury prescribed under the Mines Act. BCCL will not be responsible to pay any compensation whatsoever due to any injury/death of any person engaged by the MARC Holder during the Contract period. However it shall be the responsibility of the MARC Holder to pay the compensation to the persons engaged as per the law.

The loss, if any, incurred due to any damage to the equipment arising out of mishandling or abuse by the MARC Holder shall be realized from the MARC Holder.

It shall be the responsibility of MARC holder to pay all compensation to persons engaged by the MARC holders as per law.

### **6.3 Safety & First Aid**

The MARC Holder shall comply with the statutory requirement in respect to safety and first aid requirements as per the relevant statutes and shall in particular:

- (i) ensure that their personnel are properly equipped with Personal Protective Equipment and Protective Devices and are well versed in the safety measures required in the mining operation.
- (ii) ensure that their personnel follow the safe working practices at all times in the course of performance of their duties in discharge of MARC Holder's responsibilities under this Contract.
- (iii) ensure deployment of persons sufficiently trained in First Aid and that they are equipped with the first aid facilities at the mine site through out the tenure of this Contract.

BCCL shall provide the MARC Holder a copy of their safety policy and any amendment made thereto. The MARC Holder shall comply with BCCL 's Safety Policy.

#### **7. MAINTENANCE OF RECORDS**

The following reports are to be generated by the MARC-holder or jointly with the purchaser wherever indicated here under and are required to be submitted to CGM/CE (Excav.) of the each project of BCCL.

- i. Equipment Logbook indicating actual working hours per shift, breakdown hours on account of purchaser and MARC Holder, as the case may be, with reasons for breakdown, detailed defect, nature of repair, time taken for repair, day & time when equipment is ready for operation, maintenance hours, idle hours with details of spares and consumables usages including fuel and lubricants shall be recorded. This record shall be maintained jointly by the representative of BCCL and MARC-holder. The logbook shall be jointly signed on daily basis. This shall be the basis to arrive at equipment availability and utilization and for making payment thereof. Date and time when defect was noticed and name of persons operating the equipment and person attending the defect from the MARC Holder shall also be noted in the format enclosed at Annexure I.
- ii. BCCL representative and the MARC Holder representative shall meet daily to certify the downtime hours incurred during the previous day. The agreed Downtime Hours shall be entered into the computers operated and maintained by BCCL on a weekly basis based on the jointly signed daily reports. At the end of each month the total Downtime Hours recorded during the month shall be calculated in respect of each equipment to compute availability of the equipment for that month.
- iii. All the equipment will be provided with necessary hour meters (service meters) for recording working hours. It will be the responsibility of the MARC Holder to keep these meters in working order. For all purposes, i.e. availability & utilization calculation, preventive/schedule maintenance etc. hour meter reading only shall be considered. Equipment shall be treated as breakdown till the hour meter is replaced.
- iv. Monthly records of hours/ kilometres runs report of the each equipment.
- v. Maintenance /repair, service forecast plan of each equipment.
- vi. Records of diesel consumption shall be kept so that abnormal rise in diesel consumption is checked.
- vii. Review for continuous improvement  
BCCL and MARC Holder shall review the performance of equipment in meetings to be held at regular intervals, as may be decided mutually, for continuous improvement in the performance and cost reduction of equipment operation as well as reduction of cost for its maintenance.
- viii. **Management Reports**  
BCCL and the MARC Holder shall mutually formulate a system to collect, and maintain data with respect to availability of equipment, Downtime Hours and the detailed reasons therefore, run-hours, fuel and lubricant consumption, spare parts usage, and maintenance cost, sub-assembly life, component exchange items life, tyre life of equipment etc. during the tenure of this Contract. These records shall be maintained during the term of this Contract. MARC holder shall submit a monthly report in the format as indicated in Annexure II.

#### **8. JOINT SURVEY OF EQUIPMENT NEAR THE END OF MARC**

MARC holder shall handover each equipment in good running condition to BCCL after completion of MARC to utilize the same for the balance life wherever applicable. A joint survey report of these machines shall be conducted six (6) months before expiry of the contract and the MARC holder shall replace the outlived assemblies with new one and overhaul the assemblies/ subassemblies which require overhauling before handing over the equipment in reliable condition. If recommended replacement/overhauling based on joint survey report is not carried out by the MARC-holder, suitable penalty proportionate to the cost of replacement required shall be paid by the MARC-holder to BCCL before handing over the equipment. For the joint survey report an indicative checklist is enclosed for guidance as per Annexure III.

**9. PRICE BASIS FOR MARC (4500 HRS ANNUAL INTERVAL)**

**9.1 Hourly Rate of Charges**

Bidders shall quote the prices for Maintenance and Repair Contract (MARC) in the following manner:

- a) The Spares and Consumables Price per working hour taking into account [4500] expected annual working hours.
- b) The Supervision and Overhead Price per Available hour taking into account [4500] expected annual working hours.

However, the payment of Spares and Consumables Price shall be made on the basis of actual achieved working hours and the payment for Supervision and Overhead Price on the basis of actual Available hours.

The bidder shall quote the MARC prices in accordance with Sec-II, ITB, clause-15.6 and as per the price format given at Annexure- 4, Sample forms, sec-VII.

Note: Preventive maintenance schedule at different intervals indicating the repair or exchange of the assemblies/sub-assemblies etc. shall also be indicated year wise. The MARC-holder should take note of the expected life for the major sub assemblies/assemblies and confirm that this aspect (Repair/replacement at no extra cost to BCCL) has been duly factored in the offered MARC hourly price basis. Further, since they are entitled to take back the scrap items, they should consider this factor also in the quoted hourly Price basis.

**9.2 Taxes & Duties**

9.2.1 A foreign Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed outside the Purchaser's country. The foreign supplier shall also be responsible for all taxes & duties in Purchaser's country legally applicable during execution of the contract other than those which are to be paid by purchaser, as specified in clause 21 of Sec-II, ITB. The foreign MARC-holder shall also be liable to pay the income tax on the salary of their expatriate personnel. The foreign MARC-holder(s) for this purpose are requested to make themselves aware of the Indian Tax Laws and other obligations for their employees.

9.2.2 A Domestic Supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until the execution of the contract, other than those which are to be paid by purchaser, as specified in clause 21 of Sec.-II, ITB.

**9.3 Price Variation During MARC**

The provisions indicated in Sec-II, ITB, Clause –15.7 shall be applicable for Price Variation during MARC.

**10. COMPENSATION FOR NOT ACHIEVING GUARANTEED AVAILABILITY**

**For Equipment (during warranty period)**

For Equipment (during warranty period) compensation will be as per clause 7.3.3 (1) of Part C, Technical Specification

**For MARC**

10.1 In the event that the Equipment fails to achieve the Guaranteed Availability herein provided calculated over each 12-month period, except for item 3.5, during the initial period of 4 years, the MARC-holder shall be liable to pay to the Purchaser, as compensation against not achieving guaranteed availability as indicated in table I, a sum equal to as indicated hereunder for each equipment in each year.

(i)

a. 1% of the total actual annual MARC charges (for the year in which guaranteed availability has not been achieved) for reduction in every percentage or part thereof from the Guaranteed Availability for the first 5%.

(i)

b. 10% of the total actual annual MARC charges (for the year in which guaranteed availability has not been achieved) for reduction beyond 5% from the guaranteed availability.

10.2 In the event that the equipment fails to achieve the Guaranteed availability herein provided calculated over each 12 months, except for item 3.5, for the balance MARC period of 3 years, the MARC Holder shall be liable to pay to the purchaser as compensation against not achieving guaranteed availability as indicated in table I, a sum equal to as indicated hereunder for each equipment in each year.

a. 0.5% of the total actual annual MARC charges (for the year in which guaranteed availability has not been achieved) for reduction in every percentage or part thereof from the Guaranteed Availability for the first 5%.

b. 5% of the total actual annual MARC charges (for the year in which guaranteed availability has not been achieved) for reduction beyond 5% from the guaranteed availability

**11. OTHER TERMS & CONDITIONS OF MARC**

**11.1 Indemnification**

The MARC Holder shall indemnify BCCL against all damage and losses incurred or to be incurred including all expenses by BCCL due to non observance of statutory provisions, not obtaining proper permit /licenses from the appropriate authorities as mentioned under this contract.

The MARC Holder shall indemnify BCCL against any claim or demands made by any employee or labourer either engaged by the MARC Holder or by BCCL as well as any other third party due to any accident or damage caused to the property or personal injury or workmen compensation in pursuance to the negligence or carelessness of the MARC Holder and /or its representatives.

Similarly BCCL shall be responsible for any damage or compensation or claim made by the MARC Holder against any such claim made by any employee or third party due to the loss suffered by the said party/person in pursuance to the wilful negligence or carelessness by BCCL or its representatives.

**11.2 RESOLUTION OF DISPUTES**

The purchaser and the MARC Holder shall make every effort to resolve amicable by direct informal negotiations any dispute arising between them in connection with the contract. Unresolved disputes if any arising out of contract, jurisdiction for the same shall be Dhanbad Court/Jharkhand High Court in India.

**11.3 Exit Clause**

Due to any unforeseen / unavoidable circumstances, if the operation of the MARC at any time during entire MARC period of 7 years becomes undesirable, the contract shall be suspended / terminated with mutual consent of BCCL and MARC holder on mutually agreed terms & conditions.

**11.4 Termination**

BCCL RESERVES ITS RIGHT TO SHORT CLOSE THE MAINTENANCE AND REPAIR CONTRACT (MARC) AT ANY STAGE DURING THE PENDENCY OF THE CONTRACT IN CASE MARC HOLDER FAILS TO MEET ITS OBLIGATIONS TOWARDS THE CONTRACT, AFTER LEVYING SUITABLE PENALTY AS DEEMED FIT.

**11.5 Notices**

Unless otherwise specified in this Contract, all notices shall be given in writing in the persons and addresses listed below, or such other person or such other address and as the party receiving the notice would have previously indicated in writing. Unless otherwise specified, the effective date of any notice given in connection with this Contract shall be the date on which the addressee issues it.

Address of MARC-Holder

All notices to BCCL shall be given at the following address:

GENERAL MANAGER (MM)  
BHARAT COKING COAL LTD.,  
COMMERCIAL BLOCK, LEVEL-III  
KOYLA BHAWAN, KOYLA NAGAR  
DHANBAD-826005

## **TECHNICAL COMPLIANCE CHECKLIST**

**(To be furnished by the Tenderer Confirming the various clauses of TECHNICAL SPECIFICATIONS – SECTION VI)**

### **PART A & C**

- |   |        |
|---|--------|
| 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 C-1 to C-5                                     | Yes/No |
| 3. Acceptance of provision of spare parts (C-6) as per NIT clause C6.1 to C6.5.1                      | Yes/No |
| 4. Acceptance of availability provisions during warranty & MARC period as per NIT clause C7 to C7.3.3 | Yes/No |
| 5. Acceptance of Deemed Break down as per NIT clause C 8  | Yes/No |
| 6. Acceptance of Composite Warranty/guarantee as per NIT clause C 9                                   | Yes/No |
| 7. Acceptance of special conditions as per NIT clause C-10  | Yes/No |
| 8. Acceptance of quality assurance (C 11) as per NIT clause C-11.1 to C-11.3                          | Yes/No |

### **PART – D**

Acceptance of Technical Evaluation Criteria

Yes/No

### **PART – E**

- |   |        |
|---|--------|
| 1. Acceptance of scope of equipment specifications as per NIT (clause 1)      | Yes/No |
| 2. Acceptance/confirmation of references as per NIT (clause 2)                | Yes/No |
| 3. Acceptance of design criteria as per NIT (clause 3)                        | Yes/No |
| 4. Acceptance of Technical requirement (clause 4)                             | Yes/No |
| 5. Engine specifications as per NIT (clause 4.1)                              | Yes/No |
| 6. Drive system as per NIT (clause 4.3)                                       | Yes/No |
| 7. Electric Drive System (AC or DC) as per NIT (clause 4.16)                  | Yes/No |
| 8. Transmission as per NIT (clause 4.2)                                       | Yes/No |
| 9. Drive System as per NIT (Clause 4.3)                                       | Yes/No |
| 10. Suspension as per NIT (clause 4.4)  | Yes/No |
| 11. Steering system as per NIT (clause 4.5)                                   | Yes/No |
| 12. Hoses as per NIT (clause 4.6)   | Yes/No |
| 13. Brakes as per NIT (clause 4.7 to 4.7.2)                                   | Yes/No |
| 14. Retarder as per NIT (clause 4.7.3)  | Yes/No |
| 15. Tyres as per NIT (clause 4.8)   | Yes/No |
| 16. Frame as per NIT (clause 4.9)   | Yes/No |
| 17. Dump body as per NIT (clause 4.10)  | Yes/No |
| 18. Fuel Tank as per NIT (clause 4.11)  | Yes/No |
| 19. Lubrication system as per NIT (clause 4.12)                               | Yes/No |
| 20. Operators cab as per NIT (clause 4.13)                                    | Yes/No |
| 21. Gauges and indicators as per NIT (clause 4.14)                            | Yes/No |
| 22. Warning alarms/lights as per NIT (clause 4.15)                            | Yes/No |
| 23. Electrical equipments as per NIT (clause 4.16)                            | Yes/No |
| 24. Lighting as per NIT (clause 4.17)   | Yes/No |
| 25. Guards and shields as per NIT (clause 4.18)                               | Yes/No |
| 26. Fire extinguisher as per NIT (clause 4.19)                                | Yes/No |
| 27. Safety Features as per NIT (clause 6)                                     | Yes/No |
| 28. Ancillary equipments and other requirements as per NIT (clause 5)         | Yes/No |
| 29. Special Guarantee (Clause 6A)   | Yes/No |
| 30. Performance Guarantee (Clause 7)  | Yes/No |
| 31. Information to be furnished by the bidder as per NIT (Clause 8 to 8.3.12) | Yes/No |
| 32. Details of technical merit as per NIT                                     | Yes/No |

### **PART – F**

1. Acceptance of Scope of MARC as per clause 1 of NIT	Yes/No
2. Acceptance of Manpower as per clause 2 of NIT, including Training & Induction	Yes/No
3. Acceptance of Availability provisions & Down Time as per clause 3 of NIT (Clause 3.1 to 3.5)	Yes/No
4. Acceptance of Facilities to be provided by BCCL to MARC holder as per clause 4 of NIT (clause 4.1 & 4.2)	Yes/No
5. Acceptance of clause 5 Personnel of MARC Holder of NIT	Yes/No
6. Acceptance of clause 6 Modifications, Statutory Requirement, Safety & First aid as per NIT (clauses 6.1 to 6.3)	Yes/No
7. Acceptance of clause 7 Maintenance of Records as per NIT	Yes/No
8. Acceptance of clause 8 Joint Survey of Equipment near the end of MARC period as per NIT	Yes/No
9. Acceptance of clause 9 Price Basis for MARC of NIT (clauses 9.1 to 9.3)	Yes/No
10. Acceptance of clause 10 Compensation for not achieving guaranteed Availability of NIT (clauses 10.1 & 10.2)	Yes/No
11. Acceptance of clause 11 Other Terms & Condition of MARC of NIT (clause 11.1 to 11. 5)	Yes/No

Signature of the Tenderer  
With Seal/Stamp

## Page 1 of 2

**Name of the Project:**

Date:-

Name of the Operator:-

[illegible]

Signature of MARC Holder representative



## Page 2 of 2

Signature of MARC Holders Representative

**NAME OF THE COMPANY:**  
**NAME OF THE PROJECT :**

**DATE OF COMMISSION :**

[illegible]

## NAME OF THE PROJECT :

[illegible]

Signature of MARC Holders Representative

ANNEXURE- III

**Check List at the time of hand over of equipment**

Engine  
Radiator  
Fuel Pump  
Lub. Oil Pump  
Transmission  
Final Drive  
Differential  
Suspension  
Steering System  
Front & Rear Service Brake  
Tyres  
Fuel Tank  
Automatic Lubrication System  
Automatic Fire Suppression system  
A.C. of Operator cabin  
Hydraulic Tank  
Hydraulic Pump  
All Hydraulic Cylinders  
Universal Joint  
Self Starter  
Alternator  
Batteries  
Gauges & Indicators  
Warning Lights & Alarms

**Section – VII - SAMPLE FORMS**

**Annexue-1****Bid Form**

To  
BHARAT COKING COAL LTD.,  
KOYLA BHAWAN, KOYLA NAGAR  
DHANBAD-826005

Dear Sirs,

Having examined the Bidding documents including Addenda Nos. (insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and delivery (description of Goods and Services) in conformity with the said Bidding Documents.

We undertake, if our Bid is accepted, to deliver the Goods, product support and undertake for Maintenance and Repair Contract (MARC) in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for a period of 180 days from the date fixed for bid opening as per Clause 8 of the Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200

Signature \_\_\_\_\_  
(In the capacity of) \_\_\_\_\_

Duly Authorised to sign bid for and on behalf of \_\_\_\_\_

ANNEXURE – 2**Price Format for Indigenous Manufacturers in Indian Rupees****A : For Equipment**

Sl. No.	Equipment Description	Unit Price (Rs.)		Qty. Quoted	Total FOR Destination Price
		Ex-Works	FOR Destination		
(1)	(2)	(3)	(4)	(5)	(6) = (4) x (5)

**B: For Spares and Consumables required during the warranty period of 12 months from the date of commissioning.**

Description	Total FOR Destination Price for each Equipment (Rs.)	Total FOR Destination Price for quoted qty of Equipment (Rs.)
Spares and consumables required during the warranty period of 12 months from the date of commissioning (A complete list separately for Spare Parts and Consumables as per format enclosed as Annexure – 2(i) with full description & full specifications, Part No. (for spare parts), unit of measurement, quantity, unit FOR destination price and total value must be provided with the Price Bid. A copy of the same lists <b>without prices</b> should be submitted in Techno- Commercial Bid).		

**C: Total Price for equipment and spares and consumables required during the warranty period:**

Description	Total FOR Destination Price for each Equipment (Rs.)	Total FOR Destination Price for quoted qty of Equipment (Rs.)
Total Price for Equipment and spares and consumables required during the warranty period of 12 months from the date of commissioning.	<b>A+B</b>	<b>A+B</b>

- Note: 1. The bidder shall indicate the applicable rates of Excise Duty & Sales Tax.  
 2. The prices are to be quoted both in figures and words.  
 3. In case of discrepancy between unit price and total price, the unit price shall prevail.

ANNEXURE – 2(i)

**List of Spares and Consumables required during the warranty period of 12 months from the date of commissioning for each Equipment for Indigenous Manufacturers in Indian Rupees.**

**A: For Spare Parts:**

Sl. No.	Description	Part No.	Unit of Measurement (UOM)	Qty. Quoted	Unit FOR Destination Price (Rs.)	Total FOR Destination Price
(1)	(2)	(3)	(4)	(5)	(6)	(7)=(5)*(6)

**B: For Consumables:**

Sl. No.	Description	Full Specifications	Unit of Measurement (UOM)	Qty. Quoted	Unit FOR Destination Price (Rs.)	Total FOR Destination Price
(1)	(2)	(3)	(4)	(5)	(6)	(7)=(5)*(6)

**C: Total Price:****A + B**

- Note: 1. The bidder shall indicate the applicable rates of Excise Duty & Sales Tax.  
 2. The prices are to be quoted both in figures and words.  
 3. In case of discrepancy between unit price and total price, the unit price shall prevail.



**ANNEXURE – 3**  
**Price Format for Foreign Manufactures in Foreign Currency**

**A : For Equipment**

Sl. No.	Equipment Description	Unit Price (Specify currency)		Qty. Quoted	Total Price (Specify currency)	
		FOB Delivery Port	C&F Kolkata Port		FOB Delivery Port	C&F Kolkata Port
(1)	(2)	(3)	(4)	(5)	(6) = (3) x (5)	(7) = (4) x (5)

**B: For Spares and Consumables required during the warranty period of 12 months from the date of commissioning:**

Description	Total Price for each equipment (Specify currency)		Total Price for quoted qty. of equipment (Specify currency)	
	FOB Delivery Port	C&F Kolkata Port	FOB Delivery Port	C&F Kolkata Port
Spares and consumables required during the warranty period of 12 months from the date of commissioning (A complete list separately for Spare Parts and Consumables as per format enclosed as Annexure – 3(i) with full description & full specifications, Part No. (for spare parts), unit of measurement, quantity, unit FOB & C&F prices and total value must be provided with the Price bid A copy of the same lists <b>without prices</b> should be submitted in Techno- Commercial Bid).				

**Note: In case spares & consumables for warranty period is offered in Indian Rupees, it shall be as per the format –B of Annexure-2.**

**C: Total Price for equipment and spares and consumables required during the warranty period:**

Description	Total Price for each equipment		Total Price for quoted qty. of equipment	
	FOB Delivery Port	C&F Kolkata Port	FOB Delivery Port	C&F Kolkata Port
Total Price for Equipment and spares and consumables required during the warranty period of 12 months from the date of commissioning.	<b>A+B</b>	<b>A+B</b>	<b>A+B</b>	<b>A+B</b>

Note: 1. The prices are to be quoted both in figures and words.  
 2. In case of discrepancy between unit price and total price, the unit price shall prevail.

**List of Spares and Consumables required during the warranty period of 12 months from the date of commissioning for each equipment for Overseas Offers in Foreign Currency**

**A : For Spare Parts:**

Sl. No.	Description	Part No.	Unit of Measurement (UOM)	Qty. Quoted	Unit Price (Specify currency)		Total Price (Specify currency)	
					FOB Delivery Port	C&F Kolkata Port	FOB Delivery Port	C&F Kolkata Port
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = (5) x (6)	(9) = (5) x (7)

**B : For Consumables:**

Sl. No.	Description	Full specifications	Unit of Measurement (UOM)	Qty. Quoted	Unit Price (Specify currency)		Total Price (Specify currency)	
					FOB Delivery Port	C&F Kolkata Port	FOB Delivery Port	C&F Kolkata Port
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = (5) x (6)	(9) = (5) x (7)

**C: Total Price:**

Description	Total Price	
	FOB Delivery Port	C&F Kolkata Port
Total Price of Spares and Consumables required during the warranty period of 12 months from the date of commissioning.	<b>A+B</b>	<b>A+B</b>

- Note:
1. The prices are to be quoted both in figures and words.
  2. In case of discrepancy between unit price and total price, the unit price shall prevail.
  3. In case spares & consumables for warranty period is offered in Indian Rupees, it shall be as per the format –B of Annexure-2.

ANNEXURE – 4Price Format for MARC  
(For Each Equipment)For 4500 Expected Annual Working Hours

MARC Year	Spares & consumable charges per working hour of equipment including all other costs and taxes & duties (Clause –15.6 of ITB)	Total spares and consumables charges including all taxes & duties for the year	Supervision and Overhead charges excluding Service Tax per available hour of equipment (Clause-15.6 of ITB)	Total Supervision and Overhead charges excluding Service Tax for the year	Total Supervision and Overhead charges with Service Tax for the year	Total MARC price for the year	Loading Factor for the year considering the % ceiling limit quoted by the bidder or 6 % whichever is lower, for Price Variation as per Clause-15.7.2(a), ITB	Total MARC Price with PV loading for the year	Discounting Factor for Evaluation purpose as per Clause – 21.3,ITB	Net Present Value (NPV) of Total MARC Price with PV loading for each year for evaluation purpose
(1)	(2)	(3) = 2 * Expected No. of Annual working hours as indicated above	(4)	(5) = 4 * Expected No. of Annual working hours as indicated above	(6)=(5) +Service Tax	(7) = (3) + (6)	(8)	(9)= (7)*(8)	(10)	(11)= (9) * (10)
1 <sup>st</sup> year	Nil	Nil					Nil		0.89485	
2 <sup>nd</sup> year							(1+K)		0.80076	
3 <sup>rd</sup> year							(1+K) <sup>2</sup>		0.71656	
4 <sup>th</sup> year							(1+K) <sup>3</sup>		0.64122	
5 <sup>th</sup> year							(1+K) <sup>4</sup>		0.57380	
6 <sup>th</sup> Year							(1+K) <sup>5</sup>		0.51346	
7 <sup>th</sup> Year							(1+K) <sup>6</sup>		0.45948	
Total for 7 years										

Note:

The prices are to be quoted both in figures and words.

In case of discrepancy between unit price and total price, the unit price shall prevail.

In case there is an error in calculation by the bidder, the correct calculated values will be taken based on values given in columns 2 and 4. For column 8, it will be calculated based on the % ceiling limit quoted by the bidder or 6%, whichever is lower .

No hourly charges on account of spares & consumables are payable during warranty period of 12 months. However, Supervision and Overhead charges are payable during warranty period. Hence, bidders shall quote for spares & consumables charge per working hour for MARC period excluding warranty period of 1 year and shall quote for supervision and overhead charges for MARC period including warranty period of 1 year.

Bidders shall quote the prices for Spares & Consumables per Working Hour inclusive of all other costs and all Taxes & Duties.

Supervision and Overhead charges per Available Hour shall be quoted exclusive of Service Tax, but bidders should indicate the present applicable Service tax rate. In case the bidders don't indicate the present applicable Service Tax Rate, the same shall be loaded at the maximum applicable rate without any reference to the bidders. However, Service tax shall be payable, as applicable, during the relevant MARC period.

The MARC-holder should take note of the expected life for the major sub assemblies/assemblies and confirm that this aspect (Repair/replacement at no extra cost to BCCL) has been duly factored in the offered MARC hourly price basis. Further, since they are entitled to take back the scrap items, they should consider this factor also in the quoted hourly Price basis.

Annexure - 5Security Deposit Bank Guarantee Format

To  
M/s Bharat Coking Coal Ltd.  
-----

In consideration of M/s Bharat Coking Coal Ltd. . having its office at Koyla Bhawan, Koyla Nagar,Dhanbad-826005 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 conditions of contract no.. -----dated -----made between M/s -----a company having its office at -----( herein after called “the supplier” in connection with supply of ----- hereinafter called the “said Contract” to accept Deed of Guarantee as herein provided for Rs.----- in lieu of Security Deposit in cash / Bank Draft as contained in the said contract, we , the ----- Bank Ltd. ( hereinafter referred to as the said Bank ) having its office at ----- do hereby undertake and agree to indemnify and keep indemnified that Purchase from time to time to the extent of Rs. ( Rupees -----) against any loss , damage caused , charges and expenses caused to or suffered by or that may be caused to suffer by the Purchase by reason of any breach or breaches by the said supplier of ay of the terms and conditions contained in the said contract..

We, -----Bank Ltd. do hereby undertake to pay the amounts due and payable under this guarantee without demur, merely on a demand from the Purchaser stating that the amount claimed is due from supplier for the reason of breach by the said Supplier of any of the terms and conditions contained in the said Contract.

We, -----Bank Ltd. do hereby agree that any demand made by the Purchase 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 the amount or that any legal proceeding is pending between purchaser and the Supplier regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.-----.

We, -----Bank Ltd. do further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect upto ----- . Unless a demand or claim under this guarantee is made on us in writing on or before -----( date) ,we shall be discharged of all liability under this guarantee thereafter.

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 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 forbear or enforce any of the terms and conditions relating to the said contract and 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 -----(specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, -----Bank Ltd., lastly undertake not to revoke this guarantee during its 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 have signed it on behalf of the Bank have 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 ..... 20  
for ..... Bank Limited.

Signature of the authorised person

for and on behalf of the Bank.

**ANNEXURE - 6****Contract Form**

THIS AGREEMENT MADE THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20-- BETWEEN (name of Purchaser) of (full address and country of Purchaser) hereinafter (the Purchaser) of the one part and (Name of Supplier) of (full address and country of Supplier) (hereinafter "the Supplier") of the other part.

WHEREAS the Purchaser invited bids for certain Goods and ancillary Services, viz (Brief description of Goods and Services) and has accepted a bid by the supplier for the supply of those Goods and Services in the sum of (Contract Price in words and figures) (hereinafter "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract referred to
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
  - (a) the Bid Form and Price Bid submitted by the Bidder
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications including MARC
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract and
  - (f) the Purchaser's Notification of Award
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Brief particulars of the Goods, Services and MARC which shall be supplied/provided by the Supplier are as under

Sl.No.	Brief description of goods and services	Quantity to the supplied	Unit Price	Total Price	Delivery Terms(FOB/C&F/ FOR Destination etc.)

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, Sealed and Delivered by the

Said (name of representative) (For the Purchaser)

In the presence of (name of witness

Signed, Sealed and Delivered by the

Said (name of representative) (For the Supplier)

In the presence of (name of witness)



## Annexure-7

**Performance Bank Guarantee Form****BHARAT COKING COAL LTD.  
DHANBAD**

Messers -----, a Company having its office  
----- (hereinafter called the seller) has  
entered into a Contract No. ----- dated -----  
-----

( hereinafter called the said Contract ) with BCCL ( hereinafter called the purchaser )  
to supply equipment on the terms and conditions contained in the said contract.

1.It has been agreed that ..... percent ( .....% ) payment of the value of the  
equipment will be made to the seller in terms of the said contract on the seller  
furnishing to the purchaser a Bank Guarantee for the sum of Rs. -----  
--equivalent to % of the value of the stores/materials supplied 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  
Purchaser by reason of any breach by the said Seller of any of the terms and  
conditions contained in the said contract.

The -----Bank having its office at -----  
has at the request of Seller agreed to give the guarantee hereinafter 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 or any of the terms and 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  
purchaser 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 Purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the -----( date to be given) and unless the guarantee is renewed or a claim is preferred against the Bank within .....(months from the date of the 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 our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance of the said 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 Seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said Seller or for any forbearance act or omission on the part of the Purchaser, or any indulgence by the Purchaser, to the said Seller 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 ----- (specify the amount) or such lesser sum as may then be due to 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 have signed it on behalf of  
the Bank have 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.

Dated: ..... Day of ..... 20  
for ..... Bank Limited.

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

**Annexure-8****Manufacturer's Authorization Form**

Tender No.----- Dated.-----

(Please see Clause 1 of Instructions to Bidders)

To:  
M/S BHARAT COKING COAL LTD.  
KOYLA BHAWAN, KOYLA NAGAR  
DHANBAD-826005 (JHARKHAND)  
INDIA

Dear Sir

Tender No.:-----

WHEREAS we, [name of manufacturer] who are established and reputable manufactures of [name and/or description of goods] having factories at [address(es) of factory(s) ] and as a matter of policy do not quote directly,

Do hereby authorize our agent [Name & Address of Agent } to submit a bid and sign the Contract with you against the above Tender.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and Maintenance and Repair Contracts (MARC) as per part-F of technical specifications, Sec-VI. for the Goods, Services and MARC offered for supply by the above firm against this tender.

(Name)  
Signed for and on behalf of [Name of manufacturers].

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the Power of Authority to bind the Manufacturer. It should be included by the Bidder in its bid.

**ANNEXURE - 9****INTEGRITY PACT**

Between

BHARAT COKING COAL LTD. ( 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, contracts 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 international Non Governmental Organisation” “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 :-

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.

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.

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.

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.

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.

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.

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 transgressors 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 of 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 transgressions 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/Contracts/ 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

Place.....

Date.....

-----

For the Bidder/Contractor

Witness 1 :.....

Witness 2 :.....

Annexure- 10Declaration Certificate(Ref. ITB-7.2(d))

Declaration certificate should be submitted in following format:

1. "I/We .....Partner/Legal Attorney / Proprietor / Accredited Representative of M/s ..... declare that we are submitting our tender for the supply of materials vide our offer No.....dated .....
2. The contents of the offer are given after fully understanding and all information furnished by me / us are correct and true and complete in every respect.
3. All documents / credentials submitted alongwith the tender are genuine, authentic, true and valid.
4. If any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against me / us including termination of the contract, forfeiture of all dues including EMD / Security Deposit and Banning of my / our firm and all partners of the firm as per provisions of Law".

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200

Signature \_\_\_\_\_  
(In the capacity of) \_\_\_\_\_

Duly Authorised to sign bid for and on behalf of \_\_\_\_\_

**ANNEXURE—11****Check List for Commercial Terms & Conditions**

<b>Sl</b>	<b>Commercial Term</b>	<b>Clause Ref no.</b>	<b>(Yes/No)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1	Whether Offer submitted in two covers	Sec.II, ITB, clause-6.1	
2	Whether Earnest Money Deposit submitted	Sec.II, ITB, clause-9	
3	Whether Cost of Bid Documents submitted	Sec.I, IFB, clause-2	
4	Whether Integrity Pact signed & submitted	Sec.II, ITB, clause-27	
5	All documents regarding eligibility criteria furnished	Sec.II, ITB, clause-1	
6	Whether all documents submitted in the Techno-Commercial bids (Cover-I), are self certified to be True Copies of the original and signed by the authorized signatory of the bidder, unless other wise specified.	Sec.II, ITB, clause-7	
7	Whether notarised copy of collaboration agreement and undertaking of Principal manufacturer submitted	Sec.II, ITB, clause 1.5	
8	Whether bid submitted in 2 copies (Original & Duplicate)	Sec.II, ITB, clause 6.6	
9	Whether a soft copy of Techno-Commercial Bid submitted	Sec.II, ITB, clause 13 (e)	
10	Whether Validity of 180 days quoted	Sec.II, ITB, clause-8	
11	Whether Declaration that bidder unconditionally accepts all clauses of Sec-III, GCC, Sec-IV, SCC and MARC submitted	Sec.II, ITB, clause-7.2 (f)	
12	Whether quoted for full quantity	Sec.II, ITB, clause-6.2	
13	Whether all documents relating to provenness has been furnished	Sec.II, ITB, clause-1.6	

Sl	Commercial Term	Clause Ref no.	(Yes/No)
1	2	3	4
14	Whether a confirmation that the prices have been quoted as per Price Bid Format submitted	Sec.II, ITB, clause-7.2 (j)	
15	Whether certificate related to Banned or De-listed Supplier submitted	Sec.-IV, SCC, clause-9	
16	Whether Lowest Price Certificate submitted	Sec.-IV, SCC, Clause-8.2	
17	Whether bid submitted with Bid Form	Sec.-VII, Sample form, Annexure -1	
18	Whether Manufacturer's Authorisation Form submitted	Sec.-VII, Sample form, Annexure -8	
19	In case MARC prices are Variable, Whether a composite PV formula and Ceiling limit of PV given in the Techno-Commercial Bid.	Sec.II, ITB, clause 15.7	
20	Whether full list of spares and consumables ( <b>Without Prices</b> ) as per Annexure-2 (i) and Annexure-3 (i) submitted in the Techno-Commercial Bid.(Cover-I)	Sec- II,ITB, Clause-7.2(k)	
21	Whether details of Training charges submitted separately in the price bid	Sec.-VII, Sample form, Annexure -12	

Note: 1. Bidder can make only "Yes" or "No" entry. No other entry like noted etc. shall be acceptable.

No space in Column 4 can be left blank by the bidder.

Any Check list submitted with a Bid, with a "No" entry or left blank any where in the Check List will be rejected, without any further reference to the Bidder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200

Signature \_\_\_\_\_

(In the capacity of) \_\_\_\_\_

Duly Authorised to sign bid for and on behalf of \_\_\_\_\_

### **ANNEXURE - 12**

#### **Details of Training Charges**

Name of Bidder:..... Tender No.....

1	2	3	4	5	6	7	8	9	10	11	12	13	14
SI	Type of Personnel	At Manufacturer's Works					At Site					Total Charges	
		No	Period	Total Man weeks (3x4)	Rate Per Man per week		No	Period	Total Man weeks (8 x 9)	Rate Per Man per week		(5x6)+ (10x11)	(5x7)+ (10x12)
					Rs	Foreign Currency				Rs	Foreign Currency	Rs	Foreign Currency

Signature and Seal of the Bidder

Note: 1. In case of discrepancy between the unit prices and total, the unit price shall prevail.

2. Specify the currency required.

3. **The details of Training Charges are to be given alongwith Price Bid in Cover-II. However, a confirmation of the same is to be given in the techno-commercial bid , Cover-I.**

**ANNEXURE - 13****Pro-forma of Certificate for Issue by the Purchaser after Successful Commissioning of Plant**

No. : \_\_\_\_\_ Date : \_\_\_\_\_

M/S: \_\_\_\_\_

Sub : Certificate of Commissioning of Plant

1. This is to certify that the plant (s) as detailed below has / have been received in good condition along with all the standard and special accessories and a set of spares in accordance with the Contract / specifications. The same has been installed and commissioned.

(a) Contact No. \_\_\_\_\_ Dated \_\_\_\_\_

(b) Description of the plant \_\_\_\_\_

(c) Plant Nos. \_\_\_\_\_

(d) Quantity \_\_\_\_\_

(e) Bill of Lading \_+ Dated \_\_\_\_\_  
(for imported contract)

(f) Name of the Vessel / Transporter -----

(g) R/ R No. \_\_\_\_\_ Dated \_\_\_\_\_

(h) Name of the Consignee \_\_\_\_\_

2. Details of Accessories / Spares not yet supplied and recoveries to be made on that account :

Sl. No.	Description	Amount to be recovered
---------	-------------	------------------------

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations for successful commissioning satisfactorily:

Or

The supplier has failed to fulfil his contractual obligations with regard to the following :

- (a)  
(b)  
(c)  
(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under paragraph number 2.

6. The amount of recovery on account of failure of the Supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature

Name

Designation with Stamp

Explanatory notes for filling up the certificate

- (a) He has adhered to the time schedule specified in the contract in dispatching the documents / drawings pursuant to Technical Specifications.
- (b) He has supervised the commissioning of the plant in time, i.e. within the period specified in the Contract from the date of intimation by the Purchaser in respect of the installation of the plant.
- (c) Training of personnel has been done by the Supplier as specified in the Contract.

In the event of documents / drawings having not been supplied or installation and commissioning of the plant having been delayed on account of the Supplier, the extent of delay should always be mentioned.