

(UNDER JURISDICTION OF DHANBAD/JHARKHAND COURT ONLY)
BHARAT COKING COAL LIMITED
(A SUBSIDIARY OF COAL INDIA LTD., GOVT. OF INDIA U/T)
OFFICE OF CHIEF GENERAL MANAGER (MM)
KOYLA BHAWAN: P.O. KOYLA NAGAR (DHANBAD)
PHONE: 0326-2230181/PBX-0326-2230028/29, FAX -0326-2230183
Website Address: www.bccl.cmpdi.co.in

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NOTICE INVITING TENDER **OPEN GLOBAL/DOMESTIC TENDER**

NOT TRANSFERABLE **BY REGD./SPEED POST/AIR MAIL**

TENDERNo:BCCL/PUR/570096/UniversalDrillingMachine/09-10/Safety/167Date:01.04.2010

Sub: Notice Inviting Tender for supply, erection and commissioning of 25 no. of DGMS approved Universal Drilling Machine with pre-bid meeting with prospective bidders to be held on 19.04.2010 at 11.00 AM in the office of the CGM(MM), BCKK, Koyla Bhawan, Koyla Nagar, Dhanbad. The pre-bid meeting will be only to clarify the terms and conditions of the NIT and no request for any modification of NIT terms will be entertained. This tender is in supersession to our earlier tender no. PUR/570096/Universal Drilling Machine/09-10/Safety/122 due for opening on 19.03.2010.

TENDER FEE: Rs. 5000/-

MONEY RECEIPTS NO./ DEMAND DRAFT NO.:

Date:

1. Sealed Bids are invited in duplicate only from the proven manufacturer or a firm exclusively authorized by the proven manufacturer to quote against this tender for supply of **erection and commissioning of 25 no. of DGMS approved Universal Drilling Machine** as per the scope of supply / technical specification attached at **Annexure "A"**, and as per the terms and conditions given hereunder:-

Bidders shall be considered proven who will fulfill "Proven-ness criteria" specified at Annexure "I" enclosed herewith.

ESTIMATED VALUE OF TENDER: Rs. 875.00 LAKH

TYPE OF TENDER:	TWO BID
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BCCL reserves the right to vary the quantity of the tendered items.

2. The Bids must be submitted on or before **3.00 P.M** of **05-05-2010**

3. The Bids shall be opened at **3.30 P.M.** on the same day in the presence of the representatives of the bidders who choose to remain present.

In case the date of opening of tenders happens to be a holiday, the tenders shall be opened at 3.00 P.M. on the next full working day.

4. **Methodology for the submission of tenders:** The Bids must be submitted, in duplicate, in sealed cover and the outer envelopes addressed to the purchaser should be

super scribed with the name and address of the tenderer, tender number and the date of opening.

4.1 Offers must be sent in double COVERS unless otherwise indicated. The inner COVERS should also bear the name and address of the tenderer, tender number and the date of opening. Failure to follow the instructions will render the tender unacceptable. The bids should be submitted in the office of the Chief General Manager (MM), Bharat Coking Coal Limited. Koyla Bhawan, P.O. Koyla Nagar, Dist. Dhanbad (Jharkhand) PIN CODE-826005. The tender may also be put in the tender box provided for the purpose in the above office. Incomplete offers and offers received after due date and time of submission of tenders are liable for rejection and will not be opened without assigning any reasons. Offer received through FAX, TELEGRAM or E-mail will not be considered unless specifically permitted/requested in the NIT.

4.2 The bidders must submit their offer in two separate sealed COVERS and these two COVERS should be put in an outer cover. PART-I will contain Para wise response to the technical and commercial details of the NIT and PART-II price details.

A. Such bidders who have downloaded the tender document from our website and have not purchased the same from our office, are required to submit a SEPARATE ENVELOPE containing the tender fee for the amount specified in the advertisement in the form of A/C Payee Demand Draft/Bankers Cheque Payable to BCCL, Dhanbad. In case such tenderer claims exemption for payment of tender fee, the third envelope should contain self certified copy of documents proving entitlement for exemption from payment of tender fee.

The envelope containing the tender fee/exemption documents must be super-scribed with "Tender Fee , Tender No, Due date of Opening and Name and Address of the tenderer". THE PART-I, PART-II AND ENVELOPE CONTAINING TENDER FEE (IF APPLICABLE) SHOULD BE PUT IN THE OUTER COVER AS INDICATED ABOVE.

B. IMPORTANT MANDATORY NOTE FOR BIDDERS IN RESPECT OF INTEGRITY PACT DOCUMENTS TO BE SIGNED: (APPLICABLE FOR TENDER VALUE D AT RS. TWO CRORE AND ABOVE)

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

NOTE: IN CASE TENDER FEE AND INTEGRITY PACT ARE PUT IN PART-I/PART-II COVER BY THE BIDDER AND NOT IN A SEPARATE COVER SUPER-SCRIBED AS "TENDER-FEE" AND "INTEGRITY PACT", SUCH TENDERS WILL NOT BE CONSIDERED FOR TENDER OPENING AND THE OFFER WILL BE REJECTED

Tender Documents downloaded from our website but not accompanied with the tender

fee/exemption document in a separate envelope as specified above will be rejected.

Government Organization/Public Sector Undertakings/Ancillary Units of BCCL for the tendered items are exempted from paying tender fee.

Further a certificate as indicated below should be enclosed along with the tender fee in the **separate envelope super-scribed as “TENDER-FEE”**:

"We undertake that the tender submitted by us is down loaded from BCCL Website (www.bccl.cmpdi.co.in) and is the same in contents and form (verbatim) and any deviation , if detected ,at any stage , would entitle BCCL to reject our offer / bid without assigning any reason or recourse to any penal action , and would be legally binding on us.

Signature & Seal of the Tenderer

4.3 In case of two- part tendering, the first part of the tender will consist of the two sections:

Part-I SECTION-A: Consisting of technical offer and a check list showing deviations from the technical specifications. If there is no deviation with technical terms of the NIT, a “ No deviation Certificate” must be enclosed.

Part-I SECTION-B: Containing

- a) Commercial terms and conditions.
- b) Earnest Money Deposit as per NIT.
- c) Check list-showing deviations, if any from the NIT commercial terms and conditions against each clause. If there is no deviation with commercial terms of the NIT, a “ No deviation Certificate” must be enclosed.
- d) Blank format of price bid as to be quoted by the tenderers (WITHOUT PRICE).
- e) All certificates and documents as required in the NIT, duly authenticated and stamped.

Part –II This will consist of the details of the prices only, as per the item serial Number, Description, Part no., Quantity and Unit of Measurement (U.O.M.) as per the NIT. In case a different unit of measure is quoted, the conversion factor to U.O.M. as per NIT should be indicated in the bid for that item. **All pages in the price bid must be signed with the seal of the bidders. Offers received without signature and seal on all pages of price bid shall be liable for rejection.**

The PART-I will be opened on 05-05-2010 at 3.30 PM and PART -II will be opened after evaluation of PART-I. The PART-II of only techno-commercially acceptable bidders shall be opened for which separate intimation will be given to the bidders.

4.5 NOTE: ALL ENVELOPES CONTAINING THE TENDERS SHALL BE PROPERLY SEALED EITHER WITH LAC OR PVC TAPE. ENVELOPES ONLY STAPLED SHALL NOT BE ACCEPTED.

4.6 Check List of Commercial Terms of NIT and certificates/documents submitted:

Bidders are essentially required to complete and submit a duly signed CHECKLIST in the format provided at Appendix “B”, along with their Techno-commercial Bid (PART-I).

The deviations, if any, with the NIT terms must be indicated clearly in the above Checklist. If the same are not indicated in the checklist, it will be presumed that the

relevant clauses have been accepted as per NIT and the same will be binding on the tenderer. The entries/confirmations made in the checklist must correctly reflect the details of the offer made with respect to the particular term of NIT. In case of any deviation or difference in interpretation

between the content of the offer and the check list, the entries/confirmation shown in the checklist shall supersede the contents of the bid and will be applicable and binding on the bidder. **The bidder shall also enclose the list of documents/ certificates enclosed by them giving reference of the corresponding clause of the NIT for the compliance of which, such documents are submitted.**

4.7. The tenderer must sign with the seal on all the pages of their tender/offer documents, including all the enclosures submitted except the printed leaflets/ catalogues indicating the name of the manufacturer.

Offers, erased and over-written may be liable for rejection unless corrections are made by crossing out the part in error and the rewritten/corrected part is authenticated with the bidder's signature.

5 (i) Price Format: The bidders are required to quote their LOWEST RATES. The rate shall be quoted by the bidders from India on FOR Destination basis to Central **Stores Ekra/Jealgora or any other store of BCCL.** The offer should indicate rate per unit, discount if any, total price and delivery terms in the following format:

5 (ii) Format for bid in Indian Rupee & in Foreign Currency: Enclosed as Annexure "C"

Safe arrival of materials up to destination shall be the responsibility of the supplier.

NOTE : YOUR PRICE BID MUST BE SUBMITTED IN THE FORMAT (ANNEXURE "C") AND IT MUST BE CONFIRMED BY YOU THROUGH A SEPARATE CERTIFICATE IN PART-I CONFIRMING THAT YOUR PRICE BIDS HAVE BEEN SUBMITTED ALONG WITH THE NECESSARY INFORMATION IN THE ABOVE FORMAT IN PART-II. PLEASE NOTE THAT IN NO CASE PRICE SHOULD BE DISCLOSED IN PART-I. FAILURE TO COMPLY WITH THE ABOVE MAY RENDER THE OFFER LIABLE FOR REJECTION.

PLEASE SUBMIT YOUR OFFER GIVING THE REFERENCE OF TENDER ITEM SL. NO. PRICE MUST BE TYPED IN THE PRICE BID AS INDICATED ABOVE. HAND WRITTEN PRICE BIDS SHALL BE LIABLE FOR REJECTION. PLEASE CONFIRM IN PART-I ONLY, THAT TYPE WRITTEN PRICE BID HAS BEEN SUBMITTED.

Conditional discounts shall not be taken in to account for the purpose of determination of ranking.

6. VALIDITY OF THE OFFER: The validity of the offer should be for a period of 180 days from the date of tender opening.

OFFERS TO BE SUBMITTED ON FIRM PRICE BASIS, (UNLESS SPECIFICALLY ASKED FOR)

7. Evaluation of Prices Quoted in INR:

In case if a bidder does not specify the basis of prices quoted , in the Price Format given above or quotes on ex-works or FOR Dispatching station basis, the prices shall be loaded in the following manner:

- a) In case of Ex-works offer and if the firm does not specify the packing and forwarding charges, 2% of the Ex-works price will be loaded to arrive at the FOR dispatching station price. Insurance charge for loading purpose shall be considered as per the existing transit insurance contract concluded by BCCL/CIL.
- b) In case of FOR dispatching station offer, where the bidder does not indicate the exact amount of freight, the following percentage will be added to arrive at the FOR destination price, as element of estimated freight up to destination:

APPROXIMATE DISTANCE OF DESPATCHING STATION FROM SITE	% OF FOR DESPATCHING STATION PRICE
Above 2001 Km.	5%
1501 to 2000 Km	4%
1001 to 1500 Km.	3%
501 to 1000 Km.	2%
500 Km. And below	1%

7 (C) In case of Imports, the tenderers are required to quote on FOB delivery port basis. The total price will be estimated in the following manner to arrive at the CIF price & landed price of the import offers.

Sl.n	Description	Imported from USA, Canada and Japan	Imported from European and other countries.
1	Freight & Insurance	12% of FOB value	10% of FOB value
2	Insurances Charges	1/2% of FOB value	1/2% of FOB value
3	Custom Duty	As applicable	As applicable
4	Port handling and clearance charges, Inland transportation and other miscellaneous charges	5% of FOB value	5% of FOB value

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

7 (e) To arrive the FOR destination Price in Indian Rupees, the exchange rate published in National Newspaper applicable on the **Due Date of Tender** will be taken. The applicable rate will be “Selling BC Rate”.

7 (f) Custom Duty, Countervailing Duty and any other duty as applicable on assessable value (CIF plus lading charges etc.) will then be added on the CIF price, thus converted in to Indian currency.

8. Payment Terms: As given in” AnnexureA-1”

a) For indigenous supplies:-

~~100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill whichever is later by the consignee.~~

b) For imported supplies, if Price is on FOB basis:-

~~In case of imported items where the price is on F.O.B. value 100% will be paid against letter of credit. Agency commission will be paid in Indian Rupee.~~

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

(A) 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 signed by the concerned project authority.

The agency commission shall be paid after complete execution of contract

ANY OTHER PAYMENT TERMS MAY NOT BE ACCEPTED.

All bank charges incidental to opening of letter of credit in purchaser's country shall be borne by BCCL and all charges in the seller's country shall be borne by the beneficiary.

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

Either the Indian Agent on behalf of the foreign principal or the foreign principal may directly bid in a tender but not both. If an agent participates in a tender on behalf of one manufacturer, he should not quote on behalf of another manufacturer along with the first manufacturer for the same item.

In case of indigenous supplies, Tenderers are required to furnish the following details/information in the techno-commercial bid Part-I for transferring the Money to the supplier's account through e banking while making payment by BCCL:-

- a. Name of the Bank.
- b. Name of the Branch with complete address.
- c. Party's Account Style.
- d. Party's nature of Account.
- e. Party's Account Number.

9. DELIVERY REQUIREMENT: As given in" AnnexureA-1"

~~The Bidders are required to quote their best possible delivery period indicating the period of commencement and completion of delivery and the rate at which supplies shall be made OR as per Annexure attached. Delivery shall be reckoned from 10th day from the date of order and date of receipt of material at our store shall be treated as the date of delivery.~~

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

10. If the order is placed on the assurance of earlier delivery offered in preference to the lowest acceptable offer, in case of failure, the successful bidder will be liable to pay the difference between the lowest acceptable offer and the price at which the order is placed on the successful bidder.

11. Unless otherwise specified in this NIT, the Purchase order, if placed, shall be subject to the General terms and conditions given separately as Appendix- "D"

12. Penalty for Delay in Supply (L. D. Clause): The bidders will confirm their acceptance of the following **Liquidated Damage Clause:**

In the event of failure to deliver 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 be entitled at its option either to enforce the following:

- a) To recover from the successful bidder as agreed liquidated damages, a sum of 0.5%(Half Percent) of the price of any 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)** and where felt necessary by BCCL it may be increased up to 15 %..
- b) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or

c) To purchase elsewhere after 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 canceling the supply order in respect of the consignment not yet due for supply/or

d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 14 (a) above except in case of force majeure condition.

e) 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 to Bharat Coking Coal Ltd., the balance amount on demand of the remaining balance. The supplier shall not be entitled for any gain on any such purchase.

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

13. Force Majeure Conditions - If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then BCCL may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.

a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, BCCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither BCCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

14. PRICE FALL CLAUSE - The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores / Equipment of identical description to its any other customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order sells or offers to sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, the successful tenderer shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

15. COMPOSITE GUARANTEE / WARRANTY - The supply shall be covered by the maker's standard guarantee as follows:

The supplier shall warrant that the equipment supplied under the contract / supply order

(a) is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.

(b) Is in accordance with the contract specifications.

(c) Shall have no defects arising out of design, materials or workmanship.

The supplier shall guarantee for the satisfactory performance of the complete equipment/stores for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The bidder will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them.

The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

16. PERFORMANCE BANK GUARANTEE (PBG)—Applicable/Not applicable

~~PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10 % value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. PBG may be submitted either for the entire order quantity at a time or each equipment wise/lot wise.~~

OR

As per Annexure attached.

17. The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D

However in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing bank should immediately send by Registered Post with A.D an unstamped duplicate copy of the BG directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order. The A.D card should be kept with the loan papers of the relevant BG.

18. EARNEST MONEY DEPOSIT: The value of Earnest money to be deposited by the tenderer shall be @2% of the value of the estimated cost of tendered for or **Rs. 10,00,000/-** (Ten Lakhs), which ever is lower. EMD shall be in the form of Demand Draft in favour of BHARAT COKING COAL LTD. payable at Dhanbad and MUST accompany the quotation, i.e., the PART-I of the bid. For the unsuccessful tenderer, the Earnest money shall be refunded after finalization of tender. The EMD shall be forfeited if the tenderer withdraws their offer before finalization of the tender or fails to submit the order acceptance within 15 days from the date of order.

For successful bidders, the EMD shall be refunded after receipt of acceptance of the order along with the Security Deposit from the bidder.

In the present case, EMD amount shall be Rs. 10,00,000.00 (Rs Ten Lakhs only)

Tenders submitted without EMD (Except for the firms which are specifically exempted from EMD in the tender documents) are liable for rejection without any further correspondence.

The foreign Remittances directly in the A/c of Bharat Coking Coal Limited, Bank Account No. 10976597794 of State Bank of India, Dhanbad Branch, Bank More, Dhanbad-826001 (Jharkhand State) (Branch Code 00066) having the SWIFT facility bearing SWIFT Code – SBININBB388

are also acceptable towards Earnest Money Deposit subject to submission of documentary evidence for such Foreign Remittances along with the offer i.e. the PART-I of the Bid. Tenders submitted without EMD (Except for the firms which are specifically exempted from EMD in the tender documents) are liable for rejection without any further correspondence.

19. SECURITY DEPOSIT: The successful tenderers will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices in case of orders in INR and in case of IMPORT Order by adding the estimated amount of freight, Insurance, Port Insurance and Custom Duties etc. as applicable) without having any ceiling in the form of Bank Draft /Bank Guarantee within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If the successful tenderer fails to deposit the security deposit within 15(fifteen) days from the date of order, 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 Money 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.**

For procurement value less than Rs. 1,00,000.00(Rs.One Lakh only), EMD/Security Deposit shall not be required.

20. EXEMPTION FROM EMD/SECURITY DEPOSIT:

Submission of EMD and Security Deposit is exempted in case of the following firms:-

20(i) Any Central/ State Government Organization / PSU

20(ii) Firms having valid registration with NSIC / DGS&D / Ancillary units of BCCL for tendered items (tendered items means any of the tendered item) shall also be exempted from submission of EMD/ Security Deposit against submission of valid registration certificate. Copies of DGS&D/NSIC Registration submitted by the bidders should be duly attested by Notary Public.

20(iii) For procurement of items of proprietary nature from overseas OEM/OES/OPM and their authorized agents/distributors/dealer in India are exempted from deposit of Earnest Money and Security Deposit.

21. Taxes and Duties:

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

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

c) The Purchaser shall bear all taxes, duties etc. within the contractual delivery period on submission of documentary evidence, levied by the Government or any other agency in the Purchaser's country- including all Bank Charges in case of imports.

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

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

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

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

NOTE: Set-off being extended to BCCL as per provisions of VAT shall be considered while arriving at the ranking status of the firms.

22. BANNED OR DELISTED SUPPLIERS: The bidders would give a declaration that they have not been banned or de-listed by any government or quasi-government or PSU's. If a bidder has been banned by any government or quasi-government or PSU's., this fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given, the bid will be rejected as non-responsive.

23. Inspection and Tests:

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

ii) The inspections and tests may be conducted on the premises of the supplier or its sub-contractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.

iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

iv) 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 representatives prior to the Goods shipment from the country of origin.

v) Materials are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.

vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

vii) The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.

viii) The material shall also be subject to pre dispatch inspection as per details indicated in Appendix iii

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

B. SPECIAL CONDITIONS:

25(1) Any document (except printed leaflets and catalogues) submitted by the bidders along with their bids MUST bear the seal and signature of the bidder. No such unauthenticated documents shall be entertained/accepted unless they are properly authenticated (signed and duly stamped) by the bidder.

26. In case of offer for imported items on FOR Destination basis a certificate along with their offer of their Auditor certifying that they have paid Custom Duty as per prevailing Custom rates and refund if any shall be passed on to the buyer.

27. The bidders are requested to please note the following while submitting their offers;

“OFFERS WHICH DO NOT MEET TENDER REQUIREMENTS EITHER TECHNICALLY OR COMMERCIALY ARE LIABLE FOR REJECTION. CLARIFICATIONS MAY NOT BE SOUGHT FROM TENDERERS AFTER THE TENDERS (PART-I) ARE OPENED”

BCCL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY TENDER EITHER IN WHOLE OR

28. Distribution of Order:

BCCL reserves the right to distribute the total required quantity between the L-1(Lowest Tenderer) and L-2 (next Higher tenderer) in the ratio of 60:40 subject to L-2 Bidder matching the price of L-1 Bidder on the Landed Price (FOR Destination) inclusive of all taxes and duties. In case the higher bidder (L-2) turns out to be an overseas bidder quoting the price on FOB Basis, the bidder shall be asked to match the price by proportionately working out the FOB price on the basis of their landed price calculated for evaluation, as on the date of price bid opening.

29. Foreign principals involving Indian agents should submit the following:

- Foreign Principal's pro forma invoice or any other authentic documents 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 agent and their mutual interest may be indicated.
- 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 items to be ordered fall under the restricted list of current export import policy of Govt. of India, the enlistment of the Indian Agent with Director General of Supplies & Disposal, New Delhi under compulsory Registration Scheme of Ministry of Finance should be provided.

30. LOCATION OF BCCL AREAS/CONSIGNEE PARTICULARS:

CONSIGNEE PARTICULAR
1. Depot Officer, Ekra Central Store, BCCL Ekra, P.O.Bansjora, Dist. Dhanbad (Jharkhand), Phone No. 0326-2230350 or
2. Depot Officer, Jealgora Central Store, BCCL Dist. Dhanbad (Jharkhand), Phone No. 0326-2382536 or
3. Depot Officer, any other Regional Stores of BCCL located in and around maximum 45 Km from Dhanbad.

31. Right to Information Act: Any document/information submitted by the bidder can be made public at appropriate stage, as per Right to information Act. 2005.

32. The self attested copies of documents like valid DGMS approval, BIS License, DGS&D/ NSIC registration certificate and any other documents issued by independent statutory bodies of Govt. of India etc. should be necessarily attested by the notary public.

IMPORTANT NOTES:-

1. ALL CONTRACTS WILL BE IN ACCORDANCE WITH THE PREVALENT INDIAN LAW AND ALL DISPUTES ARE SUBJECT TO THE JURISDICTION OF DHANBAD COURT AND JHARKHAND HIGH COURT ONLY.
2. The tenderers are requested to go through all the Annexure and Appendix and furnish specific replies to each question raised therein.
3. Printed terms and conditions of the vendor shall not be considered. Tenderers are requested to submit their offer complete in all respects maintaining serial number of items, quantity, technical specification and terms & conditions as per tender documents along with all supporting documents failing which offer may not be considered.
4. Normally no deviation is acceptable to our tender documents. Terms and offers, which are in deviation, are liable for rejection without back reference to the tenderers. Offers as asked should be submitted complete in all respect.
5. The complete should be typed in the letterhead of the tenderer (Hand written quotation will be summarily rejected). If firm's letterheads are not sufficient to accommodate technical and pricing details preferably bigger papers may be used, such sheets along with other pages of the offer should be signed and stamped by company's authorized signatory.
6. All pages of the tender documents should be signed including all enclosures submitted

with the tenders except printed leaflets / catalogues and have company's seal otherwise offer may be rejected.

7. Erased and over written quotations will be summarily rejected unless corrections are authenticated with the tenderer's signature.
8. BCCL reserves the right to increase or decrease the tender quantity against any/ all the items of the tender.
9. The tenderer must submit separate sheet in PART "I" (Techno commercial offer) indicating any deviation in their offer from the Technical and Commercial terms specified / required.
10. Bidders are required to complete and submit the checklist of Commercial terms of NIT. The deviation, if any, with the NIT terms must be indicated clearly in the checklist. If the same are not indicated in the checklist, it will be presumed that the relevant clauses have been accepted as per NIT and the same will be binding on the tenderer. The entries / confirmations made in the checklist must correctly reflect details of the offer made with respect to the particular term of NIT. In case of any deviation or difference in the interpretation between the content of the offer and the checklist, the entries/ confirmations shown in the checklist will be applicable and binding on the bidder.

11. Bidder must provide in Part I-

- a. Name and address of the original manufacturer along with full details of the contact persons, Telephone No, Fax No., and E-Mail address etc.
- b. Details of collaborations if any.
- c. Details regarding location of the works. The Purchaser reserves the right to inspect the works of the bidder. What are the facilities they will provide to carry out pre dispatch inspection in stages of manufacturing process should be indicated, if buyer wishes to do so.
- d. A statement certifying that the bidder accepts all commercial terms and conditions of BCCL given in this bid document without reservation what so ever.
- e. HOWEVER, BIDDERS MUST ENCLOSE THE SUPPLY ORDER COPIES DULY NOTORISED IN PART-I RECEIVED BY THEM DURING THE LAST 05 CALENDER YEARS FROM BCCL OR OTHER CIL SUBSIDIARIES OR ANY OTHER GOVT.DEPTT / UNDERTAKING.

Not withstanding anything said above, BCCL reserves the right to follow any guideline or instruction received from Coal India Ltd, the Government or any statuary bodies from time to time.

Encl: Annexure- I - Proven ness criteria for the item other than equipment.

Annexure -A-Technical specification & Schedule of requirement.

Annexure-B - Checklist for Commercial Terms and List of Enclosures to offer.

Annexure-C - Format of price bid.

Annexure-D- General Terms and Conditions.

Annexure-E- Integrity Pact.

Appendix -I - Format of Performance Bank Guarantee

Appendix -II - Format of Bank Guarantee for Security Deposit.

Appendix-III- Pre-dispatch inspection clause

For and on behalf of BCCL.

ANNEXURE- "B"

A. FORMAT OF CHECK LIST FOR DEVIATION FROM COMMERCIAL TERMS & CONDITIONS OF NIT

NIT CLAUSE	CLAUSE HEADING	DEVIATION FROM NIT TERM
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Note: Deviations, if any must be indicated in the above Check-List. If the same is not indicated in the Check-List, it will be presumed that the relevant clause has been accepted as per NIT in toto and the same shall be binding on the bidder.

SEAL & SIGNATURE OF THE BIDDER

B. List of Certificates/ Documents enclosed in the offer:

1. Certificates/ documents required as per the eligibility criteria (if applicable).
2. Complete Set of Notary Attested Documents required for claiming the exemption from submission of EMD/ Security Deposit as per clause 18 & 19.(IF claimed)
3. Certificate that the Typed price-bid has been submitted in the prescribed format (Clause 5 ii)
4. A certificate to the effect that the firm has not been banned or de-listed , as per clause 21 of NIT.
5. Certificate as per clause 4.2 for bidders downloading the tender documents from Website of BCCL.
6. Any other document/ certificate required as per the NIT terms, may also be listed and enclosed.

SEAL & SIGNATURE OF THE BIDDER

N.B.: Bidders must note that the above certificates are being signed by them with total responsibility of the consequences. In case if it is found at a later that a wrong certification was given, BCCL may take suitable penal action as may be deemed fit.

COMMERCIAL STATEMENT CHECKLIST

Tender no -

Opening Date -

Name of the Firm-

Offer no.-

Please confirm the followings:

Q. No	List of questions	Indicate in Yes / No below
1	Are you a Manufacturer?	
2	Are you a exclusively authorized marketing outlet of a manufacturer?	

3	If the reply against (2) above is yes, than have you indicated the name & full address of the Principal.	
4	In case of (2) above whether the Principals exclusive Authorisation to quote against this tender is enclosed with the offer	
5	Have you submitted the tender fee or Proof of payment of tender fee in Part-I as indicated at clause 4.2 (This is applicable in case of those bidders who have downloaded the tender papers through BCCL's website.)	
6	Have you carefully prepared and signed with name & designation and have stamped the company's seal on all pages of tender documents/offer along with enclosures consisting of PART-I, PART-II & PART –III.	
7	Have you enclosed in Part-I a blank format of price bid (Price format as per Annexure-C), as quoted by you (WITHOUT PRICE) along with confirmation that Price bid have been carefully prepared and signed on all pages of price bid.	
8.(a)	Have you quoted FOR Destination Price OR FOB Ex-Port with break up as per NIT?	
8(b)	In case of imported items, will you submit certificate with each supply of your Auditor certifying that you have paid Customs Duty as per prevailing Customs Rates and refund if any has been passed on to buyer ?(Clause 25)	
8(c)	Have you accepted to submit certificate of the auditor that Refund/Credit, if any, obtained in respect of Excise duty shall be passed on to the buyer?	
9	Have you quoted firm price?	
10.	Is your offer valid for 180 days from the date of opening of tender?	
11	Have you specified firm delivery period?	
12	Have you accepted Liquidated Damages & Force majeure clause?	
13	Have you accepted Payment terms?	
14	Have you accepted Inspection terms?	
15	Have you submitted Earnest Money OR enclosed any documentary evidence for exemption towards submission of EMD?	
16	Have you accepted to submit Performance Bank Guarantee (if applicable)? Refer clause 16 of NIT	
17	Have you accepted to deposit Security money or enclosed any documents for exemption towards submission of Security Deposit?	
18	Have you sought any deviations in COMMERCIAL OR TECHNICAL PARAMETERS and have specified them in the scheduled prescribed for them in schedule of tender submission?	
19	Have you submitted copies of documents DGMS in case of DGMS approved items.	
20.	Have you accepted Price fall clause?	
21.	Have you accepted Jurisdiction of Dhanbad Court and Jharkhand High court?	
22.	Have you accepted Warranty clause?	

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(ii). Format for Overseas suppliers, in Foreign Currency:

NIT SL. NO.	Part No.	Description	Qty	Basic Ex-works unit Price	Inland Freight	FOB Charges	FOB Unit Price.
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ANNEXURE- “D”

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

1. Definition;

In the interpretation of the Contract and the general and special conditions governing it unless the context otherwise requires:

i. “Contract” means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order, which has been accepted and acted upon by the supplier.

ii. The term “SUPPLIER” shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.

iii. “CONTRACT PRICE” shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.

iv. The Chairman – cum- Managing Director means Chairman – cum Managing Director of Bharat Coking Coal Limited, Koyla Bhawan (Dhanbad).

v. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.

vi. The term “PURCHASE EXECUTIVE” shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.

vii. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.

viii. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier’s works to ascertain the position of deliveries of stores purchased.

ix. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.

x. The term PARTICULARS shall mean the following :

a. Specification

b. Drawing

c. Sealed pattern denoting a pattern sealed and signed by the inspector

d. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.

e. Trade pattern denoting a standard of the ISI or other standardizing authority of Bharat Coking Coal Limited and / or a general standard of the Industry and obtainable in the open market.

f. Proprietary make denoting the product of an individual manufacturer

g. Any other details governing the construction, manufacturer and or supply as existing in the contract xi. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.

xii. The term TEST shall mean such test or tests as are prescribed by the specification or

considered necessary by the Inspector or any agency acting under direction of the Inspector.

xiii. The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.

xiv. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.

xv. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.

xvi. UNIT & QUALITY means the unit and quantity specified in the schedule.

xvii. SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.

2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to:

i. The consignee at his premises or

ii. Where so provided the interim consignee at his premises or

iii. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.

iv. The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.

3. Words in the singular include the plural and vice-versa.

4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.

5. Terms and expressions not herein defined shall have the meanings assigned to them in the India Sale of Goods Act 1930 or the Indian Contract, 1872 or the General Clauses Act 1897 and as amended in respect of all the Acts as the case may be.

6 (a) Parties:-

The Parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.

(b) Address to which communications are to be sent:

For all purposes of the contract, including arbitration there under, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.

7. i. The price quoted shall be either FOR place or Railway station of dispatch, FOB destination. Delivery free to the consignee, FOB or CIF as specified in the invitation to the tender. All offers from countries other than Purchaser's country shall quote on FOB and CIF basis.

ii. In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange element and the Rupee element for stores to be imported. Sales Tax shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed to be included in the price quoted.

The prices should be included of Excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be

separately indicated. In case of contracts providing for free delivery to the consignee, octroi charges shall be included where leviable.

iii. The price must be stated separately for each item on unit basis.

iv. When quotations are made for units other than those specified in the enquiry, the relationships should be stated.

v. The prices quoted must be firm and the offers made must remain open for at least SIX months from the date of submitting quotations unless otherwise specified.

vi. Tender must invariably be submitted along with illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.

vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium moving, slow moving and insurance spares and the period up to which they are likely to last.

viii. Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations there from in their tender.

ix. Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initialed by the tenderers, failing which their tenders will not be considered.

x. Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and / or its subsidiary companies.

8. (i) Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector / Inspectors unless the articles under tender are of considerable bulk in which case separate arrangement will be made for inspection of the articles offered while considering the quotation.

ii). All samples required for inspection or test shall be supplied by the successful tenderer free of cost.

iii). All samples must be clearly labeled with the tenderer's name, this offer enquiry number and the last date of opening of tender.

9. a) Subletting and Assignment

The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer, assign the contract or any part thereof or interest therein or benefit or advantage thereof in a manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.

b) Change in a Firm

(i) Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept as liabilities incurred by the firm under the contract prior to the date of such undertaking.

(ii) On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever for compensation against the purchase.

(iii) If the contract is not determined as provided in the sub-clause 1.ii above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.

10.(a) Consequence of Breach

Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorise the purchaser of the stores at the risk and cost of the supplier and in that event the

provisions of clause 20 shall as far as applicable shall apply.

(b) The decision of Coal India Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.

11. Use of raw materials secured with Government assistance

a. Where any raw material for the execution of the contract is procured with the assistance of CIL and or its subsidiary companies by purchase or under arrangement made or permit, license, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier.

I. Shall hold such material as trustee of Coal India Limited and / or its subsidiary companies.

II. Shall use such material economically and solely for the purpose of the contract.

III. Shall not dispose of the same without the previous permission in writing of the purchaser; and

IV. Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regarding the condition of such material.

b. Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by CIL and / or its subsidiary companies whose decision shall be final.

c. If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to CIL and or its subsidiary companies all money, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.

d. Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and / or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the Government on demand the cost price or market value of all such materials whichever is greater.

12. The tenderers in case of imported items, shall clearly mention in the question that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.

13. For orders placed directly on overseas suppliers, the tenderers should separately indicate whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price

Price shall include:

a. The service that will be rendered by them as manufacturer's agent

b. The name and address of agents, if any, in India, and

c. The agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India

14. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender or supply order shall follow in due course, but immediate action

towards execution of supply order shall be taken on receipt of the advance intimation.

15. Inspection and Rejection

Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The stores supplied shall be in accordance with specification unless any deviation is authorised and specified and specified in the contract or supply order or any amendment thereof.

a) Facilities for Test and Examination

The supplier shall, at his own expenses, afford to the Inspector all responsible facilities and such accommodation as may be necessary for satisfying it, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier

b) Cost of Test

The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examination all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector that the supplier has failed to provide the facilities and the means, for test and examination shall be final.

c) Delivery of Stores for Test

The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.

d) Liability for Costs of Laboratory Test

In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to delivery the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the Inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.

e) Method of Testing

The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

f) Stores Expended in Test

Unless otherwise provided for in the contract, all stores/materials expended in test will be to suppliers account.

g) Inspector – Final Authority and to Certify Performance

(i) The Inspector shall have the power

Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.

(ii) To reject any stores submitted as not being in accordance with the particulars.

(iii) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory;and

(iv) To mark the rejected stores with a rejection mark so that they may be easily identified if resubmitted.

(h) Consequence of Rejection

If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails

to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to “

(i) Allow the supplier to resubmit the stores, in replacement of those rejected, within a specified time, the suppliers bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on the account; or

(ii) Purchase or authorise the purchase of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract; or

(iii) Cancel the contract and purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser, which shall be final readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause (ii) above or this sub-clause in the provisions of clause 20 shall apply as far as applicable.

(I) Inspector's Decision as to Rejection Final

The Inspector's decision as regards the rejection shall be final and binding on the supplier.

(j) Where under a contract, the price payable is fixed on FOR station of despatch basis, the supplier shall, if the stores are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.

(k) Notification of Result of Inspection

Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination shall be notified to the supplier.

(l) Marking of Stores

The supplier shall if so required, at his own expense mark or permit the Inspector to mark all the approved stores with a recognised Government or purchaser's mark. The stores which can not be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.

(m) Removal of Rejection

i. Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.

ii. Such rejected stores shall under all circumstances lie at the risk of the supplier for the moment such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

(n) Inspection Notes

On the stores being found acceptable by the Inspector, he shall furnish the supplier with necessary copies of inspection note duly completed, for being attached to the supplier's bill thereof.

16. Packing and Transport

a) It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to

their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.

b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods despatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Bharat Coking Coal Limited shall pay for only such stores as are actually received by them in accordance with the contract.

c) All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.

d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary words like 'Fragile', 'Handle with care'. Weight of each package will be marked on the package.

e) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee in advance.

17. Delivery:

The time for and the date of delivery of the stores stipulated in the 'Purchase Order' shall be deemed to be the essence of the contract and delivery of the stores must be completed by the date specified.

18. If the execution of the contract / supply order is delayed beyond the period stipulated in the contract / supply order as a result of outbreak of hostilities, declaration of any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers' control due to act of God then CIL or its subsidiary Companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the CIL and its subsidiary companies, the contract / supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

19. The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspection of stores, i.e. supplies made by the successful tenderer against the supply order mentioned at (15) above, shall be carried out by the Inspector / Consignee at the Colliery site/ stores or by the Inspecting Wing (inclusive of all its branch officer) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.

20. Coal India Ltd and / or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.

21. The supplier shall at all times indemnify CIL and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design, or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design, or Trade Mark being made against CIL and / or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise there from

22. Carrying vessels for Imported Items

In case of machinery imported from abroad, it is preferable that shipment should be effected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account .

23. Freight

The stores shall be dispatched at Public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure caused to the purchaser.

Where alternative routes exist, CIL and or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the supplier

24. Passing of Property.

Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee or interim consignee as the case may be in terms of the contract.

25. Laws Governing the Contract.

(a) This contract shall be governed by the Laws of India for the time being in force.

(b) Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.

(c) Jurisdiction of Courts

The courts of the place from the acceptance of tender has been issued shall alone have Jurisdiction to decide any dispute arising out of or in respect of the contract.

(d) Marking of Stores

The marking of the stores must comply with the requirement of the law relating to merchandise marks for the time being in force in India.

26. Corrupt Practices

(a) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act in relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other with the Purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.

(b) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re-undertaken by the purchaser from the supplier shall be decided by Coal India Limited and its subsidiary companies whose decision shall be final and binding on the supplier.

27. Insolvency and Breach of Contract

a) Coal India Limited and or its subsidiary companies may at any time by notice in writing, similarly determine the contract without compensation to the supplier in any of the following events that is to say –

If the supplier being an individual or if a firm any partner thereof shall at any time be adjudged insolvent or shall have a receiving order or order of administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangements or

composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.

b) If the supplier being a company is wound up voluntarily by the order of a court or a receiver, Liquidating Manager on behalf of the Debenture-Holders is appointed or circumstances shall have arisen which entitles the court or Debenture-Holders to appoint a Receiver, Liquidator or Manager.

c) If the supplier commits any breach of the contract not herein specifically provided for – Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

28. Progress Report

a) The supplier shall from time to time render such reports concerning the progress of the contract and or supply of the stores in such form as may be required.

b) The submission, receipt and acceptance of such reports shall not prejudice the right of the purchaser under the contract, nor shall operate an estoppel against the purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

29. All disputes arising out of this contract shall be under the jurisdiction of **Dhanbad/Jharkhand court** only and as per the “law of the land”.

For and on behalf of BCCL

APPENDIX-I

FORMAT OF PERFORMANCE BANK GUARANTEE

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

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

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

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

3. We,----- Bank Ltd., further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the purchase

under or by virtue of the said contract have been fully paid and its claim satisfied or purchase certified that the terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharged the guarantee .Unless a demand or claim under this guarantee is made on us in writing on or before the -----(date to be given-----months from the date of Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

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

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

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

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

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

For ----- Bank Limited

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

APPENDIX-II **FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

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

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

We, the Bank Limited do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not

exceeding Rs. We, the Bank Limited do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to Unless demand or claim under this Guarantee is made on us in writing on or before we shall be discharged of all liabilities under this Guarantee thereafter.

We, the Bank Limited further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forbear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

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

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

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

Datedday of

For Bank Limited.

Signature of the authorized person

For and on behalf of the Bank

APPENDIX

- III

PRE DESPATCH INSPECTION CLAUSE: -

Pre-dispatch inspection of each consignment shall be carried out by M/s.Central Mine Planning & Design Institute Ltd(CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated hereunder:

Pre-dispatch inspection shall be carried out by M/s.CMPDIL(the above firm) as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s.CMPDIL will be as follows :

Checking and approval of test procedures/quality assurance plans.

Verification of records and documents of your works.

Verification of documents and test certificate of bought out items and cross checks.

You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost.

Final testing and checking of materials as per specifications.

M/s.CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 0.30% of total consignment billing (plus statutory levis like service tax etc on inspection fee) is to be paid to M/s.CMPDIL alongwith inspection call letter payable by DD which will be reimbursed subsequently by BCCL together with consignment billing.

Minimum 7 calendar days notice shall be given by the manufacturer to M/s.CMPDIL for arranging inspection within valid delivery period as per contract.

The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with the manufacturer inspite of clearance/acceptance by inspection authority i.e. M/s.CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.

The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s.CMPDIL.

Please send inspection call to M/s.CMPDIL, Ranchi/ their Regional. Office as per clause 7 & 8 above.

Final inspection shall be arranged by the consignee after receipt of the material at our destination.

The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier.

FOR AND ON BEHALF OF BCCL

ANNEXURE – I

PROVEN-NESS CRITERIA FOR ITEMS OTHER THAN EQUIPMENT

TENDERERS WHO FULFILL THE FOLLOWING CRITERIA OF PROVEN-NESS WILL BE CONSIDERED AS ‘ PROVEN FIRM’:-

Proven means those Manufacturers or exclusively authorized Firms who have supplied tendered item(s) in past to (a) OEM or (b) to the Mining Industry and/or to the other industries (Private or Government/Public Sector Undertaking—Indigeneous or Global) against regular (Firm) Order(Not Trial Order) placed by Company’s HQ. For this Purpose the Firm should submit authenticated Copy of such Purchase Orders received by them. However Trial Orders placed by BCCL Co .HQ. may be considered if the Firm obtains Proven Status on Performance basis against such Trial Orders .

For and on behalf of Bharat Coking Coal Ltd.

ANNEXURE-“E”

INTEGRITY PACT

Between

BHARAT COKING COAL LIMITED (BCCL) hereinafter referred to as “The Principal”

And

.....hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental 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:-

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or

if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to

restrict competitiveness or to introduce cartelisation in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from

the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractor/Subcontractors

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

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

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

Section 8 – External Independent Monitor/Monitors

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 (JHARKHAND).
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor

Place.....

Witness 1 :

Date

Witness 2 :

NAME OF THE INDEPENT MONITOR:

Shri D Bandopadhyay , GD-89, Sector-III, Salt Lake, Kolkata- 700016.

ANNEXURE-‘A-1’ for Technical Specifications and other commercial terms
TENDER NO : PUR/570096/Universal Drilling Machine/09-10/167 due on 05.05.2010

ITEM DESCRIPTION	NIT Qty
UNIVERSAL DRILLING MACHINE DGMS APPROVED (On the Date of Tender Opening)	Required Quantity:- 25 Nos.

Detailed Technical Specifications/Qualifying Criteria given in the Annexure :-

IMPORTANT TERMS:-

1. A Pre-bid meeting with prospective bidders will be held in the office of the Chief General Manager (MM), BCCL, Dhanbad at 11.00AM on 19.04.2010. The pre-bid meeting to be held will be only to clarify the terms and conditions of the NIT and no request for any modification of NIT terms will be entertained.

1. PAYMENT TERM:-

- a) For indigenous supplies.

80 % Payment of equipment value with 100 % payment of Excise Duty and Taxes, transportation, insurance and other charges may be released within 21 days after receipt of the equipment and receipt and acceptance of Performance Bank guarantee. Balance 20 % Payment shall be released within 21 days after successful commissioning of the equipment with certification of CGM(Safety&Rescue),BCCL.

- b) For imported supplies if Price is on FOB basis. :-

In case of imported items where the price is on F.O.B. value 80 % will be paid against letter of credit and balance 20 % Payment after successful installation and commissioning with certification of CGM (Safety& Rescue),BCCL.. Agency commission will be paid in Indian Rupee .Please Clearly indicate the quantum of Agency Commission included in the F.O.B Price.

2..DELIVERY:-

For Equipment:-

Commencing within 30/45 days. Initially 5 machines and thereafter @ 10 Machines per month. However, Bidder may offer their improved /early delivery schedule.

For spares:-

Against 2nd year operation:- supply shall be effected just after expiry of warranty period(but not later than 15 days of the expiry)

Against 3rd year operation:- supply shall be effected after end of the 2nd year (but not later than 15 days into 3rd year.)

2. SPECIAL NOTES ON SPARES AND OTHER TERMS:-

1. The Bidders must quote for spares recommended for 2nd 3rd year of operations required after Warranty period. the prices of spares to be firm for 3 years. In case any additional spares are required during 2nd and 3rd year over and above the recommended list submitted by the manufacturer, they will have to supply the same free of cost. Order shall however, be placed for the equipment along with spares for the two years (2nd & 3rd year) with deferred delivery. As such, the bidders must quote for the machines along with 2nd & 3rd years spares separately. Following consumable items shall be kept out of the scope of spares:-
 - i) Lubricants (FRHF),
 - ii) Trailing Cable.
2. All spares (Except lubricant FRHF and trailing Cables) / assemblies/ Sub-assemblies will be supplied free of cost by the tenderer during the guarantee / Warranty period for achieving the minimum availability percentage.
3. After expiry of 3rd year, BCCL will have option to retain or return.

The unutilized spare parts in full or part quantity. The balance spares parts will be taken by supplier on book value.

PRICE-COMPARISON:-

Lowest rate will be arrived by computing total landed rate of the equipments along with landed rates of spares for the machine for 2nd and 3rd year. Total landed price will thus be arrived separately for the machines along with respective year wise

Spares(for 2nd & 3rd year operation).

The spare parts are to be supplied in lot. In case the order is split. Prorata reduction shall be made in the quantity of spares.

DELIVERY TERMS:-

Commencing within 30/45 days. Initially 5 machines and thereafter @ 10 Machines per month. However, tenderer may offer improved/early delivery schedule.

For Spares:-

Against 2nd year operation:- supply shall be effected just after expiry of warranty period (but not later than 15 days of the expiry).

Against 3rd year operation:- supply shall be effected after end of the 2nd year (but not later than 15 days into 3rd year)

4. PERFORMANCE BANK GUARANTEE:-

The successful tenderer on whom the order will be placed, shall have to furnish Bank Guarantee towards performance guarantee for 10% of the ordered value executed by any nationalized/Schedule bank on a non-judicial Stamp paper of requisite value on standard format of BCCL. The bank Guarantee should remain valid for 3 years from the date of receipt and acceptance of the equipment. The performance BG furnished by supplier against individual machine will be irrevocable and unconditional and BCCL shall have the powers to invoke it not with standing any dispute or difference between supplier and BCCL pending before any court, tribunal, arbitrator or any other authority. The performance BG shall be submitted before releasing the 80% payment as per payment terms.

5. AVAILABILITY:

The availability percentage of machine will be assessed over a period of calendar 12 months(as per 12.1.2 of Annexure-‘A’) based on the following formula :-

$$\text{Availability percentage} = \frac{A - (M + D)}{A - M} \times 100$$

A – Available hours = 365 days x 24 hrs. = 8760 hours. (for a year)

M – Maintenance hours.

D-BreakDown hours:- The recorded number of hours during which the machine is under Breakdown. The recording starts from the moment it goes under breakdown and will end the moment the machine is made operational after repairs. The tender shall ensure that availability of each machine is not less than 85% over a period of 36 months from the date of commissioning.

6. PENALTY CLAUSE :-

For every 1% fall in availability below 85%, 1% of the full cost of the machine will be deducted as penalty. In case fall in % age availability exceeds 10%, the equipment will be rejected outrightly and the tenderer will have to refund the full amount.

2. Acceptability Criteria :-

Past experience list shall be enclosed giving details of UDM supplied, capacity / KW, customers names, year of supply etc. The essential acceptability criteria for the tenderer are as follows:-

a) They must supply sufficient numbers (at least 4 nos.) of UDMs. Proof of supply must be enclosed with tender (self attested order copy should be

- enclosed).
- b) Performance of supplied UDM should be enclosed. A certificate from the customer that machines have worked satisfactorily should be submitted.
3. The tenderer must have Dhanbad based depot for spares and service facilities with adequate competent service personnel and support Staff.
 4. In case the successful bidder does not have such facility at Dhanbad they have to establish the same before the first lot of machine is delivered.
 5. Exemptions for calculation of availability % age :-
 - a) Damage due to accident of otherwise if it is established that damage has occurred due to operation fault.
 - b) Natural disaster.
 - c) Lack of accessibility to the Equipment.
 - d) Theft/Pilferage of Equipment parts.
 - e) Strike or stoppage of work by the mines personnel.
- 11. OTHER TERMS:-**
- a) The tenderer must disclose the source and type of major components / Sub-assemblies to be fitted/the machine. The Sub-assemblies / components should be of proven nature in respect of bought out items. The model number and make along with name of the country of origin should be given in case of imported nature of item.
 - a) Indigenous components / spares, which are used , should be of proven nature in Indian mining condition.
 - b) The tenderer must submit the detailed technical information of the machine. Failure to submit the data may result in disqualification as technically incomplete offer.
 - c) Tenderer must submit with his offer illustrated pamphlets describing salient features. A drawing giving machine dimensions, clearance, drilling height, turning radius hydraulic circuits, etc. must be enclosed with the offer.
 - d) Along with each machine the following items shall be supplied.
 - Tool Kit (to be described in the offer.)
 - Operation & Maintenance Manual & spares parts manual ;– 3 Copies each.
 - Manufacturer should furnish copy of valid DGMS approval for use of equipment in the underground mine including all FLP electricals.
 - The manufacturer will render all necessary assistance in commissioning, training the operators for operation and will ensure for the satisfactory operation for the said period.
 - Past experience list shall be enclosed giving details of customer's name, year of supply, copy of orders executed etc. shall be furnished along with the offer.

(A) Management reserves the right to increase or decrease the Quantity against any/all the items of the tender .

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

(C)Venue of Tender Opening:--Office of CGM(MM),BCCL, Koyla Bhawan, Dhanbad.

(D)Paying Authority:- GM(F) MM, MM Division, Koyla Bhawan

(MM(P)

SPECIFICATION FOR UNIVERSAL DRILLING MACHINE **(STD.HEIGHT & WITHOUT CABLE REELER)**

1.0 SCOPE :-

This covers design, engineering, manufacture, testing, delivery, erection and commissioning of Electro-hydraulically operated, DGMS approved universal drilling machine (UDM) for use in underground coal Mines, suitable for working coal faces to:-

- a) Drill in coal faces for coal preparation.
- b) Drill in roof(hard sand stone) for support purpose.

2.0 APPROVAL AND STANDARDS:-

The electro-hydraulically operated UDM will be DGMS approved for use in degree III underground coal mines. All electrical components in the machine will be FLP type and conform to relevant Indian standard specifications, approved and permitted by DGMS for use in Underground gassy coal mines. The Hydraulic fluid and hoses will also be DGMS approved type. A copy of related DGMS approvals will be submitted with the offer.

3.0 GENERAL REQUIREMENTS:-

- a) The machine will be suitable for drilling holes up to 60 mm diameter in coal and hard sand stone strata having high compressive strength upto 500....Kg/Cm² in deg. III gassy underground coal mines. It will be able to take sharp right angle turns in the galleries without repeated maneuvering. It will be able to operate in mucky floor with gradient 1:4 at places and cross gradient of 1:8, with up to 250mm of water at faces. It will be capable to work easily in coal faces of 3.5 to 4.5 m. in width and 2.5 M and above height with ambient temperature of working up to 45⁰c and relative humidity up to 98%, both occurring at the same time.
- b) The design of the machine will be compact, low profile, narrow base, Crawler mounted (grouser type track pad), highly maneuverable and stable with adequate ground clearance. It will ensure low center of gravity, heavy duty construction, Capable of being easily and easy maintenance and inspection, quick and easy attachment arrangement of the boom and drill arrangements at the working face. The general dimensional details & other features is furnished at annexure-A. The ground pressure not to exceed 0.90 Kg/Cm².
- c) All electricals will be conforming to Indian Flameproof regulations with DGMS approval for using in deg-III gassy underground coal mines. Also, electricals will be ISI-marked, and suitable for 525V +/- 10%, 3 Ph, 50 Hz +/- 3%. The operating levers will be conveniently placed before the operator and all the operation would be done through hydraulic transmission arrangements. The FRHF used in the machine will be non-

toxic, non-inflammable and DGMS approved type, the first fill to come from the factory. The hydraulic oil tank capacity will be sufficiently large, so that hydraulic system does not get abnormally heated-up during the operation. The exchanger unit will be liberally designed to take care of high ambient temperature and comfort of operator. The duty condition of the machine will be continuous operation of 6 hours in a shift, 3 shifts a day and 365 days in a year.

4.SAFETY FEATURES IN THE MACHINE

- a) The machine will be fitted with fail-safe spring applied, hydraulically released parking brake on both traction sides, so that it stands on a gradient of 1 in 4 without rolling down.
- b) Provision of starting of the machine by the operator from operator's seat, from GEB through pilot operation.
- c) Provision of low fluid level cut-off and high fluid temperature cut-off switch. The temperature cut-off shall be set for 60⁰C(maximum) and the design of the equipment and cooling system will ensure the maximum fluid temperature anywhere in the hydraulic system does not exceed 60⁰ under full load condition of continuous operation in the ambient Condition specified at Sl.No.5.1.1 to 5.1.3(Annexure-‘A’).
- d) Boom Lift cylinders, carriage extension, carriage tilting cylinders etc. will be provided with hose fail check valves.
- e) The machine will be provided with suitable light both at the front and rear of the machine to ensure good visibility. Entire lighting arrangements will be suitable for 12/24V and the fitting will be FLP type duly approved by DGMS.
- f) The machine will have suitable Audio-visual alarm, DGMS approved type, having dB level of around 90. It must work automatically when the machine is put to travel in forward or reverse direction.
- g) Provision of Self-sealing arrangement for hydraulic oil filling, to prevent ingress of dirt.
- h) Provision of suitable, sturdy & heavy canopy for operator.
- i) Provision of Power take-off point in the machine.
- j) Provision of Lock and key to prevent unauthorized operation, with a dump valve.
- k) All hydraulic Hoses & the end fittings shall conform to DGMS Tech. Circular No. 4 of 1990.
- l) Provision of foot-operated “ Operator- in – position”(dead man switch) in the machine.
- m) Provision of suitable lock in the boom for safe and efficient maintenance of component underneath boom.
- n) Provision of suitable gong bell for alerting the surrounding persons as and when required.

5.Scope of supply and the detail specifications will be as per Annexure-‘A’

6.Other terms will be as per Annexure-‘B’.

ANNEXURE”A”

**DETAILED TECHNICAL SPECIFICATION OF UNIVERSAL DRILL
MACHINES (STD. HEIGHT AND WITHOUT CABLE REELER)**

- 1.0 **ITEM DESCRIPTION**: DGMS approved Electro hydraulically powered crawler mounted Universal Drilling Machine.
- 2.0 **APPLICATION**: The machine shall be required to work in uderground coal mines for drilling on coal faces for the purpose of coal preparation and in roof of hard sand stone for the purpose of roof bolting.
- 3.0 **SCOPE OF SUPPLY**: (For each machine)
- 3.1 Electro-hydraulically powered crawler mounted Universal Drill Machine with flameproof electrical as per the specifications detailed at Sl.No.4.0to10.8. :- 01no
- 3.2 Flame proof gate end box suitable for the above machine : 1 No.
As per the enclosed specifications(Annex – C)
- 3.3 First fill of hydraulic fluid : Machine should be suitable for FRHF- grade, HFB-68 or both specified grades of oil and Organic Ester type HF DU machine will be first filled by Grade D-68, duly approved by DGMS approved HFB 68 with required full quantity.
- 3.4 Maintenance tools : 1 Set.
- 3.5 Operation and Maintenance Manuals : 3 Sets.
- 3.6 Spare parts catalogue of the UDM : 3 Sets.
- 3.7 Maintenance Manual with spare Parts catalogue for gate end box.:- 03 sets
- Note: Trailing Cable and FRHF for the machine except the first fill is not included in the scope of supply.
1. **STATUTORY APPROVALS** :
- 1.1 Machine will be approved by DGMS for use in underground coal mine and a copy of the same should be enclosed with supply of each machine.
- 5.0 **DUTY CONDITIONS**:-
- 5.1.0 **Environment**:
- 5.1.1 Ambient temperature : 45⁰C
- 5.1.2 Relative humidity : 98%
- 5.1.3 Atmosphere : Dusty (Coal dust)
- 5.2.0 The machine shall be designed for operation in drivage of gallery heading or in depillaring sections with Coalfaces of the dimensions given below:-
height : - 2.5 Mtrs. and above.
Width :- In development galleries: 3.5 to 4.2 Mtrs.
In depillaring section : 2.4 mtrs(Approx.) the machine will be suitable for right angle turns in approx. 2.4 mtr. Of clearance.
- 5.3.0 The machine shall be able to travel and operate on the following gradients.
Inline gradient : 1 in 4
Cross gradient : 1 in 8
- 5.4.0 The crawler of the machine should be designed to cope with the floor

conditions, where the floor is either soft sand stone or shale. It shall be equipped with suitable grouser track pads of adequate width for ensuring stability and low ground pressure and to have proper grip on the floor so that the machine does not slip down the gradient under slushy conditions. Machine shall be suitable for fitment of triple grouser, single grouser or flat type track pad/shoes.

5.5.0 The machine shall be capable of drilling holes in coal, shale and hard sand stone having compressive strength upto 500 Kg./Sq.cm.

6.0.0 TECHNICAL & DIMENSIONAL PARAMETERS:-

6.1.0 Drilling capacity in a strata having compressive strength of 500 Kg / Sq.cm.

6.1.1 Max. dia of holes the machine shall be capable of drilling 60 mm. The machine shall be supplied with an arrangement for 39.7 mm dia solid diamond section drill rod conforming to IS:7868-1975 with 43 mm size drill bit.

The machine shall also be supplied with an arrangement(separately) for 22 mm size hexagonal drill rod with suitable adaptor and 32mm dia drill bit for roof drilling.

6.1.2 Depth of hole the machine shall be capable for drilling : Not less than 5 mtr.

6.1.3 Depth of drilling in single step(in one go) : 1800 mm (Min.)

6.2 Operational duty : Continuous

6.3 Overall length of the machine with : Bidder to indicate
Drilling boom in down position.

6.4 Overall width : Bidder to indicate

6.5 Height over canopy(adjustable):1900 mm(nominal)(adjustable to 2000 mm max.)

6.6 Crawler length/wheel base : Bidder to indicate

6.7 Track pad width : Bidder to indicate

6.8 Ground pressure : 0.8-0.9 kg/Sq.cm.

6.9 Ground clearance : 150 (minimum)

6.10 Feed Extension / Crowd : 500 – 800 mm

6.11 Boom lift up and down(in vertical plane) : 24^0 to 45^0

6.12 Boom post swing : Upto +/- 90^0 (can be restricted, if so desired)
(in horizontal plane)

6.13 Boom/ feed roll over : +/- 180^0

6.14 Feed swing : 0^0 to 90^0

6.15 **Drill feed arrangement: By sprocket and chain and also having quick return system.**

6.16 The machine shall have wet drilling arrangement for which a hydraulically driven positive displacement pump having following Duty parameters shall be provided.

6.16.1 Water pressure : 5 - 30 bar.

6.16.2 Water flow rate : 0.5 LPS(Approx.)

6.17 Tramming speed : 2.0 KM / hr.(Approx)

7.0 DESIGN & CONSTRUCTIONAL DETILS:

7.1 The hull and boom of the machine shall be of robust design and shall be fabricated out of heavy weld-able quality steel plates to withstand arduous duty conditions in the mines.

- 7.2 The track units shall be of heavy duty and all the components, viz. sprockets, idlers, track rollers, track chain assembly and tensioning arrangement shall be designed to give long life under.
- 7.3 The track link/chain shall be provided with grouser type heat treated track shoes.
- 7.4 The two track units(RH & LH) shall be independently driven to facilitate easy maneuverability.
- 7.5 The reduction gear box shall be of suitable type and shall be adequately rated for trouble free operation and longer life. The gear box shall be totally enclosed type with bolted covers(with suitable gaskets) to avoid ingress of dust and dirt. Make of gear box shall be LOHMANN / TRANSMITTAL rated upto 24000 Nm.
- 7.6 No light metals such as aluminium or its alloys shall be used in the structure and any of the components of the machine. Only Anti static materials shall be used for the structure and components.
- 7.7 The design of the machine shall be such that its fitting and dismantling for the purpose of maintenance of booms, rams and cylinders, drills, track parts and other sub assemblies should be easy and quick at the working face.
- 7.8 All the pins of drilling, carriage and boom units shall be provided with bushes and arrangement for grease lubrication.
- 7.9.0 FEATURES OF DRILL:
- 7.9.1 The drill boom movements shall be systematic and fast and the boom shall have 360⁰ feed roll- over / rotation angle.
- 7.9.2 The drill carriage shall be robust with chain feed capable of exerting adequate feed force for faster drilling of 60 mm dia hole up to a depth of 5 mtr.
- 7.9.3 The drill shall be able to generate enough torque at max. RPM to drill holes up to 60 mm dia in coal/shale/hard sand stone having compressive strength up to 500 kg./Sq.cm.
- 7.9.4 The machine shall be capable of drilling holes for wedge cut or parallel cut in the face and shall be able to cover the entire face for drilling holes at any place from one setting.
- 7.9.5 The machine shall be capable of drilling holes in roof at any point on a straight line across the gallery from one setting.
- 8.0 HYDRAULICS:
- 8.1 Type of hydraulic pump: Heavy duty gear type tandem hydraulic pump.
- 8.2 The pump shall have 3 units to feed hydraulic fluid independently to each track and to service i.e. 2 units for track motors and the third unit for services.
- 8.3 Type of hydraulic motors to be used for traction : Axial Piston type.
- 8.4 The pump, motors and all other hydraulic components shall be highly reliable and shall be of reputed make.
- 8.5 All the hydraulic components shall be well protected from external injury and as far as practicable should be enclosed in casing.

8.6.0 HYDRAULIC FLUID:-

8.6.1 The hydraulic fluid to be used shall be non-toxic, Fire Resistant Invert emulsion type, DGMS approved FRHF – Grade HFB – 68 conforming to IS:10532(Part – 2) – 1983 of Organic Ester type HFUD grade D68 fluid, approved by DGMS.

8.6.2 All the hydraulic components including pump and motor shall be compatible to the FRHF specified above at Sr.No. 8.6.1

8.7.0 HYDRAULIC HOSES:

The hydraulic hoses and hose assemblies shall conform to BC-174:1992 and DGMS Circular No.1 of 1996 dt.31.01.1996, approved by DGMS for use in UG coal mines.

8.8.0 HYDRAULIC FLUID TANK:

Hydraulic tank(s) provided on the machine shall be of ample capacity and shall be provided with the following safety features.

- a) Oil level indicator and temperature gauge.
- b) Float switch to cut-off power in case of low oil level.
- c) Adjustable temperature switch with range $55^{\circ}\text{C} - 75^{\circ}$ to cut – off power in case of high oil temperature.

8.9 FILTERS:-

8.9.1 All the three hydraulic loops shall be provided with high pressure line filters of suitable capacity and 10 microns(constant) equipped with color indicators to indicate the cleanliness of the filter elements as given below.

1. Filter element in good condition.
2. Filter element dirty and needs replacement.
3. Filter element too dirty and the filter by passed.

8.9.2 Suction strainers of 40 mesh shall be provided.

- The strainer shall be easily accessible with minimum handling of hydraulic fluid to facilitate regular cleaning of the strainers.

8.9.3 In addition to the above, a tank mounted replaceable filter of 25 Micron and having capacity 2.0 to 2.5 times the pump flow shall be provided on the return line with by pass arrangement.

8.10 OIL COOLER :

Hydraulically powered fan cooled Radiator type oil cooler of suitable cooling capacity shall be provided for the machine.

- The cooling system together with the hydraulic tank shall be capable of ensuring that the temperature of hydraulic system does not exceed 65°C under full load continuous working conditions.

8.11 Suitable power take-off facility shall be provided on the machine for supplying fluid power to other hydraulically operated tools.

8.12 Self sealed coupling, hand pump and filling filter of 25 micron shall be provided on the machine to prevent dust ingress into the system during filling and draining of hydraulic fluid.

8.13.0 CONTROLS :

8.13.1 All the controls for drilling and brimming shall be centralized and ergonomically designed for easy and safe operation of the machine.

- 8.13.2 The control valve spools shall be self centering and shall return to neutral position immediately after the operators hand is taken off the control levers.
- 8.13.3 There shall be provision for locking of control valves in neutral position to prevent unauthorized operation.
- 8.13.4 The machine shall be provided with oil pressure gauges/(heavy-duty) for service and traction circuits on a protected panel in front of operator for continuous visual indication.
- 8.14.1 The machine shall also be provided with Hour meter for monitoring working hours.
- 8.15 Operator's seat shall be front seating type and shall be sturdy and comfortable. – It shall provide clear vision for the operator on all sides.
- 9.0.0 ELECTRICALS:
- 9.1.0 ELECTRIC MOTOR:
- 9.1.1 Type of Motor : Squirrel Cage Induction.
- 9.1.2 Operating voltage : 525 V +/-10%, 3 ph, 50 Hz. +/- 3%
- 9.1.3 K.W. Rating : Bidder to indicate.
- 9.1.4 Motor RPM(Syn.) : 1500 RPM(SYN)
- 9.1.5 Class of duty : Continuous S-1
- 9.1.6 Class of insulation : Class F with temperature rise limited to Class B
- 9.1.7 Starting : Direct on Line.
- 9.1.8 Winding material : Copper.
- 9.1.9 Mounting : Flange Mounted.
- 9.1.10 Enclosure : TEFC,FLP
- 9.2.0 CABLE CONNECTION:-
- 9.2.1 The motor shall be provided with DGMS approved, FLP restrained type & socket assembly to facilitate connection of incoming trailing cable of 16 Sq.mm.size, type FT-7 conforming to IS: 14494-1998.
- 9.2.2 The plug and socket suitable for 16 Sq.mm size cable assembly shall be mounted on the terminal box of motor.
- 9.2.3 GATE END BOX :-
The Gate End Box to be supplied with the machine shall conform to the enclosed specifications.
- 10.0 SAFETY FEATURES:-
The following safety features shall be incorporated in the machine.
- 10.1 Fail safe traction brake & parking brake to prevent roll down of the machine when parked on gradient of 1 in 4 or flatter as per DGMS conditions governing the use of electrically powered machines in underground Coal Mines.
- 10.2 Start/ Stop push button station for remote control of gate end box.
- 10.3 Foot operated operation – in – position switch.
- 10.4 Hose fail check valves on all lift rams.
- 10.5 Mechanical lock for keeping the boom in raised position for safe maintenance of components underneath boom and drill carrier.
- 10.6 Operator's canopy.
- 10.7 Front and rear head lights operating on 12 V / 24 V ensuring good visibility.
The fittings shall be FLP, DGMS approved.

- One additional angle adjustable head light shall be provided at a suitable location within the reach of the operator for illuminating the area of drilling.
- 10.8 Reliable and effective Audio-visual alarm, FLP, DGMS approved, to operate automatically when the machine is put to travel in reverse and forward directions. Mechanical gong bell shall also be provided on the machine.
- 10.9 The machine should be provided with DUMP VALVE, to enable the operator to cut off hydraulic power to all the Machine operations and electrical power to the machine simultaneously in emergency situations just by operating a single lever, which shall be located within easy reach of operator.
- 11.0 INFORMATION REQUIRED:-
- 11.1 Make and Model of the UDM : Bidder to indicate.
- 11.2 Over all length(in mm) : Bidder to indicate.
- 11.3 Over all width (in mm) : Bidder to indicate.
- 11.4 Width over tracks (in mm) : Bidder to indicate.
- 11.5 Height over canopy (in mm) : Bidder to indicate.
- 11.6 Height of the machine with the drill: Bidder to indicate.
At its maximum height(in mm) (with extended Boom): Bidder to indicate.
- 11.7 Crawler length / wheel base : Bidder to indicate.
- 11.8 Track Pad width (in mm) : Bidder to indicate.
- 11.9 Ground clearance (in mm) : Bidder to indicate.
- 11.10 Ground pressure (Kg / Sq.mm) : Bidder to indicate.
- 11.11 Weight of the machine in Kgs : Bidder to indicate
- 11.12 Max. Crawler speed : Bidder to indicate
- 11.12.0 DETAILS OF DRILL (Bidder to indicate)
- 11.12.1 Type of hydraulic motor used for the drill :
- 11.12.2 Displacement (C.C.)
- 11.12.3 Max. Pressure(Bar)
- 11.12.4 Max. flow (l/m)
- 11.12.5 Max. torque (Nm)
- 11.12.6 Max. rotational speed
- 11.12.7 Length of drill rod
- 11.12.8 Hole depth (in one go)
- 11.12.9 Feed force (max.) (KN)
- 11.12.10 Parallel coverage of the drill on the face(W X H):
- 11.13.0 ELECTRIC MOTOR DETAILS(Bidder to indicate):
- 11.13.1 K.W. rating of electric Motor
- 11.13.2 Make of the Motor
- 11.14.0 DETAILS OF HYDRAULIC PUMP(Bidder to indicate):
- 11.14.1 Make of the hydraulic pump
- 11.14.2 Type and Model No. of the hydraulic pump :
- 11.14.3 Displacement of the pump in CC/Rev.
- (i) Front Module

(ii) Centre Module

(iii) Rear Module

11.14.4 Rated Pressure of the Pump

in Kg / Sq.cm.(for FRHF, HFB – 68 / HFDU – D 68)

11.14.5 Peak Pressure of the Pump

in Kg/Sq.cm.(For FRHF, HFB – 68/HFDU – D 68).

11.15.0 DETAILS OF TRACTION HYD. MOTOR(Bidder to indicate):-

11.15.1 Make of the Hyd. Motor

11.15.2 Type and Model No. of the Motor:

11.15.3 Geometric displacement CC/Rev:

11.15.4 Max. continuous output in KW :

11.15.5 Average running torque in Nm/bar :

11.15.6 Max. continuous pressure in bar :

11.15.7 Max. continuous pressure in bar (for HFB – 68 / HFDU – 68):

11.16 Make and model of hyd. Motor for Cooler.:

11.17 Capacity of hydraulic tanks(Ltrs.)

11.18 Make and type of Hydraulic fluid DGMS approved :

12.1.0 DRILLING CAPACITY GUARANTEE:

12.1.1 The UDM shall be guaranteed to achieve a drilling capacity of minimum 140 holes per shift (on both face and roof together) aggregating a total

meter age of 245 mtrs.per shift (Average working hours per shift is 6 hours.)

- Average number of holes to be drilled per cycle will be 20 (13 to 18 holes of 1.8 Mtr. Deep on face + 3 to 5 holes of 1.6 Mtr. Deep on roof) and there will be minimum 7 such cycles to be performed in a shift.

- Marching of the machine between the cycles at different coalfaces involves the distances in 3 heading working of pillar size 25 to 45 mtrs with 3.5 Mtr. to 4.2 Mtr. Gallery width.

12.1.2 For the purpose of assessing drilling capacity of the machine, four joint inspections/tests will be carried out over a period of 12 months i.e. one test at the end of each quarter.

- Each test will be of one shift duration during which time, the machine will be used continuously(ensuring no idle time) and the number of holes drilled, and the drilling meterage achieved by the machine will be recorded.

- Average of all the four tests(at the end of the year) will be calculated and average number of holes drilled and the average meter age achieved will be taken as the drilling capacity of the machine.

12.2.0 AVAILABILITY GUARANTEE

12.2.1 The UDM shall have guaranteed availability of not less than 85% over a period of 36 months after commissioning.

12.2.2 The availability will be calculated as per the formula given.

13.0 PRE-DESPATCH INSPECTION AND TESTS :

13.1 The UDMs may be inspected and tested by BCCL's representative/ third party inspection agency at manufacturer's work before dispatch of the equipment to ascertain the conformity of the machines to order

specifications, relevant ISS, statutory regulations (DGMS approvals for FLP electrical) and type test certificates.

13.2 The manufacturer shall make available to the inspection, the required test facilities with necessary support for conducting the tests as per the ISS and supply order.

13.3 The manufacturer shall make available to the inspector the following during the inspection, as and when demanded.

- Copies of relevant ISS.
- Material test certificates.
- Copies of DGMS approvals for the complete machine and components.
 - Copies of CMRS/ERTL test reports and BIS licenses for FLP electrical.
- Copies of type test certificates from CPRI for contractors used in the starter/gate and box as per IS:13947(Part4/Sec.1)-1993.
- Manufacturer's test certificates and invoices in respect of all bought outs.
- Schematic wiring diagram of the machine and gate end box.
- Dimensional drawings.
- All records of quality checks carried out under QAP.

14.0 TESTING, COMMISSIONING & AFTER SALES SERVICES:

14.1 The suppliers shall be required to depute qualified and trained service engineers for field testing, commissioning and trial runs of the UDMs in the Mines, where the machines will be deployed.

14.2 The service engineers will be required to impart the necessary training to the operators and maintenance personnel of WCL for proper and safe operation and in maintenance and repairs of the machine.

14.3 The tenderer should be in a position to offer efficient and prompt after sales service and to ensure the availability of the spare parts and consumables throughout the life of the equipment.

- Apart from need based service, the after sales service shall also include periodic visits of service engineers to the Mines of BCCL where the UDMs are deployed to check the health of the equipment to ensure their performance/availability.

15.0 DOCUMENTS TO BE SUBMITTED ALONG WITH SUPPLIES:

15.1 Self attested copy of valid DGMS approval of the UDM.

15.2 Copy of pre-dispatch inspection report.

15.3 Works test certificates of the machine and bought – outs(critical and major components).

ANNEXURE- 'B'

IMPORTANT TERMS:-

A Pre-bid meeting with prospective bidders will be held in the office of the Chief General Manager(MM),BCCL, Dhanbad on 19.04.2010 at 11.00 A.M. The purpose of Pre Bid Meeting to be held at the level of HODs is for clarifications of the NIT Terms only and no change/ deviation in the NIT to be permitted.

SPECIAL NOTES ON SPARES AND OTHER TERMS:-

1. The tenderer must quote for spares recommended for 2nd 3rd year of operations required after Warranty period. The prices of spares to be firm for 3 years. In case any additional spares are required during 2nd and 3rd year over and above the recommended list submitted by the manufacturer, they will have to be supplied the same free of cost. Order shall however, be placed for the equipment along with spares for the two years (2nd & 3rd year) with deferred delivery. As such, the bidders must quote for the machines along with 2nd & 3rd years spares separately.

Following consumable items shall be kept out of the scope of spares:-

- i) Lubricants (FRHF), ii) Trailing Cable.
1. All spares (Except Lubricant FRHF and Trailing Cables) / assemblies/ Sub- assemblies will be supplied free of cost by the tenderer during the Guarantee / Warranty period for achieving the minimum availability percentage.
2. After expiry of 3rd year, BCCL will have option to retain to retain or return the unutilized spare parts in full or part quantity. The balance spares parts will be taken by supplier on book value.

PRICE COMPARISON:-

Lowest rate will be arrived by computing total landed rate of the equipments along with landed rates of spares for the machine 2nd and 3rd year. Total landed price will thus be arrived separately for the machines along with respective year wise spares (for 2nd & 3rd year operation).

The spare parts are to be supplied in lot. In case the order is split. Prorata reduction shall be made in the quantity of spares.

DELIVERY TERMS:-

For Equipment:-

Commencing within 30/45 days. Initially 5 machines and thereafter @ 10 Machines per month. However, tenderer may offer improved/ early delivery schedule.

For Spares:-

Against 2nd year operation:- Supply shall be effected just after expiry of warranty period(but not later than 15 days of the expiry)

Against 3rd year operation:- Supply shall be effected after end of the 2nd year (but not later than 15 days into 3rd year.)

4. PERFORMANCE BANK GUARANTEE:-The successful tenderer on whom the order will be placed, shall have to furnish Bank Guarantee towards performance guarantee for 10% of the ordered value executed by any Nationalized/ Schedule Bank on a non-judicial Stamp paper of requisite value on standard format of BCCL. The Bank Guarantee should remain valid for 3 years from the date of receipt and acceptance of the equipment. The performance BG furnished by supplier against individual machine will be irrevocable and unconditional and BCCL shall have the powers to invoke it notwithstanding any dispute or difference between supplier and BCCL pending before any court, tribunal, arbitrator or any other authority. The performance BG shall be submitted before releasing the 80% payment as per payment terms.

5. AVAILABILITY:-

The availability percentage of machine will be assessed over a period of calendar 12 months(as per 12.1.2 of Annexure-‘A’) based on the following formula:-

$$\text{Availability percentage} = \frac{A - (M + D)}{A - M} \times 100$$

A - Available hours = 365 days x 24 hrs. = 8760 hours. (for a year)

M - Maintenance hours.

D - Break - Down Hours – The recorded number of hours during which the machine is under Breakdown. The recording starts from the moment it goes under breakdown and will end the moment the machine is made operational after

repairs.

The tender shall ensure that availability of each machine is not less than 85% over a period of 36 months from the date of commissioning.

6. PENALTY CLAUSE:- For every 1% fall in availability below 85%, 1% of the full cost of the machine will be deducted as penalty. In case fall in % age availability exceeds 10%, the equipment will be rejected outrightly and the tenderer will have to refund the full amount.

7. Acceptability Criteria:- Past experience list shall be enclosed giving details of UDM supplied, capacity / KW , customers names, year of supply etc. The essential acceptability criteria for the tenderer are as follows :-

a) They must have supplied sufficient numbers(at least 4 nos.) of UDMs. Proof of supply must be enclosed with tender (self attested order copy should be enclosed).

b) Performance of supplied UDM should be enclosed. A certificate from the customer that machines have worked satisfactorily should be submitted.

8. The tenderer must have Dhanbad based depot for spares and service facilities with adequate competent service personnel and support Staff.

9. In case the successful bidder does not have such facility at Dhanbad they have to establish the same before the first lot of machine is delivered.

10. Exemptions for calculation of availability % age :-

a) Damage due to accident or otherwise if it is established that damage has occurred due to operation fault.

b) Natural disaster.

c) Lack of accessibility to the Equipment.

d) Theft/ Pilferage of Equipment parts.

e) Strike or stoppage of work by the mines personnel.

11. OTHER TERMS:-

a) The tenderer must disclose the source and type of major components / Sub-assemblies to be fitted / the machine. The sub- assemblies / components should be of proven nature in respect of bought out items. The model number and make

along with name of the country of origin should be given in case of imported nature of item.

b) Indigenous components / spares, which are used, should be of proven nature in Indian mining condition.

c) The tenderer must submit the detailed technical information of the machine. Failure to submit the data may result in disqualification as technically incomplete offer.

d) Tenderer must submit with his offer illustrated pamphlets describing salient features. A drawing giving machine dimensions, clearance, drilling height, turning radius hydraulic circuits, etc. must be enclosed with the offer.

e) Along with each machine the following items shall be supplied.

- Tool Kit(to be described in the offer.)

- Operation & Maintenance manual & spares parts Manual – 3 Copies Each.

- Manufacturer should furnish copy of valid DGMS approval for use of equipment in the underground mine including all FLP electricals.

- The manufacturer will render all necessary assistance in commissioning, training the operators for operation and will ensure for the satisfactory operation for the said period.

- Past experience list shall be enclosed giving details of customer's Name, year of supply, copy of orders executed etc. shall be furnished along with the offer.

12. WARRANTY / GUARANTEE :- The tenderer shall guarantee that the machines will give the rated performance / availability, and will undertake to carry out all repairs, replacement modification FREE OF COST and in no case beyond a period of one month. Warranty/ Guarantee shall be counted from the date which shall be 12months from date of commissioning or 18 months from date of receipt and acceptance.

ANNXURE- 'C'

GENERAL TECHNICAL SPECIFICATION FOR FLAME PROOF AIR BREAK GATE END BOX

SCOPE

1.This specification document covers the design details, operating requirement constructional details and provide some guidelines for testing at works for procurement of a flame proof Air Break Gate End box.

2. This specification shall be applicable for RESTRICTED NEUTRAL SYSTEM. This shall be located near the coal face.

3. This specification shall be read in conjunction with clause no. 3.2 i.e. technical parameters.

STANDARD TO BE FOLLOWED

4.The gate end box shall conform to the following Indian standard specification.

- 1)IS 2148

- 2) IS 5833

- 3) IS 5780

For flame proof enclosures construction design intrinsic safety etc.

5. The design and operational features of the equipment offered shall comply with the provisions of the latest version of the following acts and statutory regulations.

- a) Indian Electricity Act
- b) The Indian Electricity rules
- c) Fire Insurance Regulation
- d) Regulation of DGMS(Dhanbad)

The supplier shall make suitable modification, addition/alteration in the equipment wherever necessary to comply with the above mentioned acts rules / regulations.

6. Wherever service conditions laid down in these specifications differ from those in Indian Standard specification, the condition specified herein shall prevail and operating requirement.

7. Service; The Gate End Box shall be designed to operate UDM through flexible trailing cable.

8. The design of the Gate End Box shall be in accordance of with the latest practice

9. DESIGN FEATURES :

10. Constructional Features

The Gate End Box is a flame proof transportable, free standing and controlling switch-gear for the face machinery. It shall essentially consist of the following components.

- a) FLP Enclosure
- b) Bus bar & isolator
- c) Main contactor
- d) Control Circuits
- e) Protective Devices
- f) Two Auxiliary tapings with suitable cable entry box for interlocking with face equipments.
- g) Incoming, outgoing and through going cable fittings.
- h) Busbar blacking cover

ENCLOSURE:

11. The FLP enclosure shall be constructed as per IS:2118-1968 and shall consist of 2 chambers. Bus bar chamber and contactor of main chamber. It shall be adopted for mounting skids for easy transport. The design of the enclosure shall be such as to facilitate two or more units to be combined without violating flameproof features.

BUSBAR AND ISOLATOR

12. The bus bar chamber shall accommodate 3 nos. of copper. Bus bar covered with heat shrunk PVC sleeves Bus bar capacity 300 AMPS. The chamber shall also accommodate a triple pole OFF load isolating switch with renewable contacts. The isolation switch shall have three position i.e. OFF FORWARD and REVERSE. The operating handle of the isolators shall have the above positions marked clearly and permanently.

The purpose of the isolating switch is to isolate the power from the bus bar chamber to the contactor main chamber.

13 A bolted cover shall be provided on the bus bar chamber for the purpose of inspection, repair and maintenance of the bus bar and the isolator. A warning shall be permanently printed on the cover specifying not to open the cover unless the power to the bus bar are cut off elsewhere.

This shall be an electro magnetically operated triple pole contactor unit housed inside the contactor or main chamber of the enclosure. The contactor shall have

- i) Silver tipped renewable contact tips and arcing contacts
- ii) Arc shields with adequate arc quenching arrangements
- iii) Arrangement for adjustment contact gaps and contact pressure for individual pair of contacts.
- iv) The contactor shall be rated for AC-4 duty and three times the full load current. The contacts and its operating mechanism shall be designed in such a way so as to prevent welding together of the fixed and moving contacts even under severe over current fault condition.

CONTROL CIRCUIT

14. The control circuit shall be designed for (Local and Remote)

control of the machinery. The circuits shall mainly consist of

- i) Potential Transformer adequate burden and voltage ratio operation of various relays and voltmeter
- ii) Contactor coil for the operation of the contactor unit.
- iii) Pilot relay for energizing the contactor, coil by local / remote control arrangement
- iv) Various circuitry for the control and the pilot circuit shall be intrinsically safe.

PROTECTIVE DEVICES:

15. The gate end box shall have the following protective and safety devices

- i) Over current protection

3 nos. of Electro magnetically operated oil dashpot type over current relay with tripping current and time lag adjustability. The current adjustability should be related to the duty requirement of the motor to be controlled by the Gate End Box

ii) SHORT CIRCUIT PROTECTION

Instantaneous short circuit protection in case of short circuit in outgoing side. Manual resetting type.

iii) EARTHING LEAKAGE PROTECTION

Suitable earth leakage protection has to be ensured in the Gate End Box depending upon restricted neutral system. The limiting current for ELR shall be 250 mA to 750 mA.

iv) UNDER VOLTAGE PROTECTION / NO VOLTAGE PROTECTION:

Under volt/no volt protection should be provided with manual restricting facility.

v) PILOT CORE PROTECTION :

Means shall be provided so that in case of a short circuit between earth and pilot core in the out going side, the contactor shall automatically open and stop the Motor and the motor cannot be started unless the fault is removed.

vi) EARTH CORE PROTECTION

Means shall be provided so that the contactor will automatically open in the event of an open circuit or an undue increase in the resistance of the earth core of the out going cable.

vii) Two Aux cable joint boxes for electrical interlocks with other face equipment
INTERLOCKS

16)The following interlocks shall be provided.

i)To prevent on load operation of the isolator means shall be provided so that first movement of the isolator lever towards to “OFF” direct when the contactors are “ON” shall open contactor before opening of the isolator contact.

ii) The front cover of the main chamber shall be interlocked with isolator in such a way that it can not be opened unless the isolator is put in the OFF position and also the isolator can not be put in ON position unless the front cover is closed.

iii)In case of accidental pulling out of the plug at either end of the trailing cable when the motor is running the contactor shall open discharge the cable before opening of the power pins of the plug thus preventing an open sparking

17)INCOMING AND OUTGOING CABLE FITTINGS:

i) Incoming Two nos. of cable entry, one for incoming cable and the other for inter trunking and through going shall be provided. The incoming cable box shall be detachable cable sealing chamber with armor clamps so arranged that the cable box can be detached from the apparatus without cutting the cable or disturbing the components. The size of the cable box shall suit the type, grade and size of the incoming cable. The other entry shall be suitable for intrunking of the gate end box with similar unit or for taking out a through going cable, similar to the incoming box. If in trunking or through going is not required, and FLP blank could be bolted to the entry.

ii) Outgoing: The type of the outgoing cable box shall be suitable for flexible training cable type FT-7 conforming IS: 14494/98. Gate end box shall be fitted with an interlocked BS plug and socket coupling, suitable for cable OD as per table-7 of IS:14494/98 for FT-7.

EARTHING:

18. The Gate End Box is normally earthed through the armor and amour clamp of the cable box. In additional earthing arrangement shall be provided on the body of the box both at the incoming and outgoing side for the purpose of bonding the armor of the cable with the body of the box by means of copper conductor.

FRONT FACE:

19)The front face shall have the following :

- a) Ammeter
- b) Local start stop switch
- c) E/L fault trip indicator
- d) E/L protective device Test and reset switch.

PAINTING:

20. The enclosure shall be cleaned, derusted, degreased, coated with one coat of primer and painted with anticorrosive paint both inside and outside.

TESTS

21. The tenderer must ensure that stage inspection and routine test shall be carried out in presence of purchaser's representative if required.

DRAWING AND DOCUMENTS

22. Drawing and documents are to be supplied.

DEVIATION

23. Deviation, if any, from this specification shall be clearly indicated in the offer.

24. TECHNICAL PARAMETERS

- a) Voltage 525 V +/- 10%
- b) Busbar capacity – 300A
- c) No. of phases -3
- d) Frequency 50 HZ +/- 3%
- e) starter to suit rating of 37KW to 75KW