Dear Sirs,

Sub: Notice Inviting Tender for repairing the hoist & drag mechanism, Rack Segment Work & replacement of Swing Rollers of 24/96 DRAGLINE SL. NO-1320 at BL-II OCP, BLOCK II Area, BCCL along with supply of original/ quality components on turnkey basis.

1. Sealed tenders are invited in duplicate only from the Proven repairer /OEM/OES or their exclusively authorized and supported sole selling repairer for repair of 24/96 DRAGLINE SL. NO-1320 at BL-II OCP, BLOCK II Area, BCCL along inclusive of supply of required spares.

Detailed specifications as scope of job and major parts required enclosed as annexure – “A & B”.

PROVENNESS CRITERIA

A. 1) (PROVEN MEANS THOSE MANUFACTURERS/ REPAIRER WHO SUCCESSFULLY REPAIRED/SUPPLIED DRAGLINE AND COMMISSIONED THE TYPE AND MODEL OF THE SUBJECT EQUIPMENTS OR EQUIPMENTS OF SIMILAR TYPE IN THE PAST TO THE MINING INDUSTRY AND / OR TO THE OTHER INDUSTRIES (GOVERNMENT / PUBLIC SECTOR UNDERTAKING – INDIGENOUS OR GLOBAL AGAINST REGULAR (FIRM) ORDER (NOT TRIAL ORDER) SUCH EQUIPMENTS HAVE GIVEN SATISFACTORY PERFORMANCE & GUARANTEED AVAILABILITY FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM THE DATE OF COMMISSIONING AS SPECIFIED IN THE CONCERNED ORDER/ORDERS (EXECUTED ORDER COPY / COPIES ARE TO BE ATTACHED).

   ii) The bidder must have experience of work on the Hoist & Drag mechanism, Swing circle area/ Swing rack segment area.

B. QUALIFYING CRITERIA:

The eligibility criteria of bidder will be as under:-
(a) The bidder must have in its name as a prime contractor experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be either of the following:–

Three similar completed works each costing not less than the amount equal to 40 % of the estimated cost.
OR
Two similar completed works each costing not less than the amount equal to 50 % of the estimated cost.
OR
One similar completed work costing not less than the amount equal to 80% of the estimated cost.

(b) Average annual turn over of repair work during last three years, ending 31st March of the previous financial year should be at least 30 % of the estimated cost.

The bidder must submit documentary evidence in support of (a) & (b) above in the form of self certified copy of work order, completion certificate, payment certificate indicating the period of work for which the payment has been made.

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

3. Tenders may be deposited in person by the bidder in the Tender box available in the Office of the General Manager (E & W) Excavation Department, Bharat Coking Coal Limited, Level –IV, Koyla Bhawan, Koyla Nagar, Dhanbad on any working day between 9.30 AM to 5 P.m. or sent by post or courier to the above address. Bharat Coking Coal Limited, however, department does not take any responsibility for loss of tender in transit. Tender must be received on or before the due date and time of submission of tender. Tender received after due date of submission of the tender shall not be considered.

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

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

6. The tender document is divided into the following parts:
   i) Annexure ‘A’ - Technical scope of jobs
   ii) Annexure ‘B’ - Major required parts list
   iii) Annexure ‘C’ - Commercial & Guarantee/Warranty terms.

7. (a) The offers are to be submitted in three parts. The first part “Part- I i.e. Techno-commercial offer” should contain the detailed Technical and commercial terms of the offer. In other words it contains the required details as per annexure A to C as stated at clause 6. However, this should not contain the price. The envelope should be sealed superscripted with the tender number and the date of opening and must mark Part I.

   (b) The second Part “Part-II i.e. Price Bid” should contain the details of price only. The envelope should be sealed super scribed with the tender number and the date of opening and must mark Part II.

   (c) “Part – III” [Applicable for those participants who download tender documents from our website.]

   In this case the intending tender participant must enclose the requisite tender fee as Bank Draft from any schedule Bank drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad in the “Part – III ” envelope. The envelope shall be sealed, superscripted with tender number and due date of opening and must mark “Part-III”. All the envelopes containing the tender shall be properly sealed. Envelopes stapled shall not be accepted. The name and address of the bidder must also be indicated on the envelopes. Please note that envelopes sealed shall not be accepted. All these three sealed envelopes i.e. “Part – I ” [ Techno-commercial bid], “Part- II ” [ Price bid] and “Part – III ” [ Requisite tender fee as indicated in the tender notice ] should be kept in a bigger envelope giving details of the tender No. and due date and time of submission and opening along with the name and address of the bidder.

   In absence of “Part-III” envelope offer shall be rejected out rightly without any reference for those participants who have downloaded the tender documents from our website.
8. Part - I (Techno commercial Offer) and “Part – III” (Tender fee) will be opened on the due date of tender opening  in presence of the authorised representative of the attending bidders

NOTE.
a) Tenders not submitted in the above manner will liable to be rejected.
b) If tender discloses their price in the techno-commercial bid (Part-I), the offer will be re-sealed and will be treated as invalid offer by the Tender opening Committee.

The price bids i.e. Part- II of only those tenders whose Part- I is found to be techno-commercially acceptable to BCCL will be opened later on .Date and time of opening will be suitably be intimated to such bidders whose offers are found techno-commercially acceptable.

9. Bharat Coking Coal Limited reserves the right to accept or reject any or all offers in part or in full without assigning any reason thereof. No dispute of any kind can be raised against this right of the buyer in any court of law or elsewhere.

10. Earnest Money:
An Earnest money of Rs-6,20,000.00 in terms of Bank Draft of any schedule Bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad must accompany the Part I (Techno-commercial offer) otherwise offer shall be considered unresponsive.
a) If it accompanies with Part-II (Price bid) , it will be presumed that party has not deposited the requisite Earnest money and their offer shall be considered unresponsive.

11. Security money – Successful tenderer are required to deposit security money in the form of Bank Draft / Bank Guarantee of any schedule Bank of 10% value of the order(value means F.O.R destination price) within 15 days from the date of receipt of order. Bank Draft should be drawn in favour of “ Bharat Coking Coal Limited” payable at Dhanbad .In case they fail to deposit the same , the order shall be cancelled and the case shall be processed to order elsewhere and the firm’s performance is to be kept recorded for future dealings with them. The security will be refunded to the firm within 30 days of satisfactory execution of the contract. ( Execution of the contract means successfully completion of supply items and conduct the repair against the order) For unsatisfactory performance and/or contractual failure the security money shall be forfeited. Please note that security money may be converted in to Performance Bank Guarantee wherever required . Please note that validity of Performance Bank Guarantee shall be as per clause of Commercial terms & conditions. Please confirm the acceptance of this clause clearly.

12. State/Central Govt. Organisation /PSU & Valid DGS&D/NSIC registered (for tendered items) firm shall be considered for exemption from submission of EMD/ Security money ,if they can submit these documents after duly signed by Notary Public.

13. The bidders must give a declaration that they have not been banned or de-listed by any Government or quasi-Government agencies or PSUs. If a bidder has been banned by any Government or quasi-Government agencies or PSUs , this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive.

14. Bharat Coking Coal Limited reserves the right not to make any procurement against this tender without assigning any reasons.

15. Tenders of those parties who suo moto offer different prices or change the terms which effects the quoted price of the firm within the validity of the offer shall be treated as invalid offer, ab initio and the confirmation will attract the action against such party as per CIL rules / procedure will be taken.

16. 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.

IMORTANT NOTE:.
(i). The tender participants are requested to go through all the Annexure and furnish specific replies to each question raised therein.
(ii). Printed terms and conditions of the vendor shall not be considered. Parties are requested to submit their offer complete in all respects maintaining serial number of items, terms and conditions as per tender documents along with all supporting documents failing which offer may not be considered.

(iii). Normally no deviation is acceptable to our tender documents. Terms and offers, which are in deviation, are liable for rejection without asking back reference. Offers as asked must be submitted complete in all respects.

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

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

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

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

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

(ix). The party must submit separate sheet in Part ‘I’ (Techno-commercial offer) indicating any deviation in their offer from the Technical and Commercial terms specified/required.

(x). Offer of those parties will not be considered commercially acceptable who did not Successfully execute previous order placed on them by BCCL despite giving commercial Notice and against whom penal action have been initiated for breach of contract.

(xi) BCCL reserves the right to follow any concern guidelines or instructions received from CIL, GOVT. of INDIA, any Statutory body time to time.

(xii) As per Central Vigilance Commission (CVC) guidelines, no post tender negotiations may be held except in case of Proprietary Purchase or for items with limited source of supplies (negotiation in such case may be held only with L-1 / preferred L-1 vendor)

(xiii) If L1 party do not have adequate capacity to supply full quantity tendered, the uncovered quantity order may be distributed to L-2 party at L-1 rate (if agreeable by L2).

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

Encl: As above

Yours faithfully

General Manager (E & W), HQ
For & on behalf of Bharat Coking Coal Limited.
Technical Specifications

Preface - Instructions to Bidders

SCOPE OF WORKS

1. RACK SEGMENT SYSTEM
   a) All the corners of the rack segment section in the machine room are to be cleaned including the top & bottom segment & base.
   b) Opening of all the 16 segment one by one & keeping in such a place, so that the vital activities of marking the hole center circle so that error is Zero. This is the activity on which the total repair is depending. On this basis only. All the 96 holes in the tub section & segment are to be made.
   c) Marking of holes with reference to the center of the machine in the tub section. The oval holes are to be drilled or cut & if required bushings are to be pressed fitted.
   d) Placing the segments one by one above the marked holes & accordingly the holes of segment are to be made exactly in line of base holes so that the barrel bolts are fitted within the permissible limit of tolerance.
   e) Similar work is to be carried out in the joining section of the segment after fixing the barrel bolts. There should not be any gap in between the segment after tightening all the bolts.
   f) Shims between the segment & base are to be placed so that all the segments are tightened in 100 % level condition.

2. SWING SYSTEM
   a) Marching & placement of the equipment so that there is clearance between both upper & lower rollers for each segment fitting.
   b) Removal of all old/worn out rollers along with both side cages.
   c) Fitment of all segment of swing roller circle one by-one
   d) Combining of whole swing roller circle assembly to form a complete circle
   e) Removal & fitment of the associated lubrication system

3. HOIST SYSTEM
   a) Removal and fitment of hoist rope
   b) Removal and fitment of the Hoist Generator top cover & bearing caps
   c) Removal of both motor pinion shaft assembly
   d) Assembly of both motor pinion shaft assembly on the gear box
   e) Fitment of both motor pinion shaft & shaft assembly.
   f) Removal of intermediate gear & shaft assembly
   g) Assembly of intermediate gear (provided by the Unit), intermediate shaft & pinion along with bearings & keys.
   h) Fitment of intermediate gear & shaft assembly complete in the gearbox.

4. DRAG SYSTEM:
   a) Removal & fitment of drag rope
   b) Removal and fitment of the drag gear box top cover & bearing caps
   c) Removal of both motor pinion shaft assembly
   d) Assembly of both motor pinion shaft assembly (provided by the repairer), with bearings (provided by repairer) & couplings.
e) Fitment of both motor pinion shaft assembly in the gearbox
f) Removal of intermediate gear & shaft assembly
g) Assembly of intermediate gear (provided by the repairer) intermediate shaft & pinion (provided by repairer) along with bearings & keys (both provided by repairer).
h) Fitment of intermediate gear & shaft assembly complete in the gear box.

5. OTHERS :-
   a) Lubrication lines & fittings are to be maintained properly by the bidder/repairer during dismantling & after completion of the job. The bidder will be responsible for restoration of lubrication lines if damaged during course of repairing. Restoration/repairing of lubrication lines must be as per original specification.
   b) Successful trial test for 500 hrs. of working.
   c) The unit will arrange dismantling/disconnection of Electrical Accessories required specifically for repairing of Swing drag & Hoist systems.
   d) The taking out the segments & placing them to mark the center line may require the necessity to lift the upper body of the equipment which is to be done by repairer.
   e) If required the boom of the Dragline may be lowered & leveled properly. The same will be the responsibility of the repairer.

BCCL will provide Electric Power, Single point welding facility, if available( Any other point welding facility will be responsibility of the bidder), Mobile Crane, Dozer as & when required, adequate lighting, security, at site only. Adequate arrangement for rest shelter, storage facility at site and accommodation on chargeable basis may also be provided on request. Any item other than these are to be arranged/brought by the bidder.

The repairer will also be provided with following spares from unit stock for fitment in the Hoist system.
   Intermediate gear 26012G276/316 -- 1 No.
   No other items/assistance will be provided by the unit to the repair agency.

(Dimensions, materials and fabrication and supports are required to be as per original. This needs to be erected and commissioned by the supplier as per standard. Physical observations are assessable at Block-II area in machine. Ready engineering dimensions are not available)

All set drive parameters are required to be meeting to the standard data supplied by original supplier of this machine within acceptable tolerance.

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

Technical Response
Bidders shall provide a Clause by Clause commentary demonstrating compliance with the Purchaser's Technical Specifications, identifying any deviations thereto, together with full
supporting technical literature and data sheets. The offer by Bidders will be evaluated technically based on the information presented in the bid without reference to extrinsic evidence. Additionally Bidders shall provide the information specifically requested in the Attachment to the Technical Specifications. Failure to provide any information requested in any part of this specification may deem the bid non-responsive.

**Erection/Assembly, Commissioning and Performance Testing**
The bidder shall provide the Services of Specialist Technicians to supervise the installation/erection/assembly, commissioning and any performance testing of the plant, Equipment and accessories supplied.
The Technicians shall remain at site following commissioning until all necessary personnel are fully conversant with the maintenance and operation of the Equipment.

**Standards**
Beside conforming to the Standards specified in the Equipment Specification, the Equipment shall also have to meet approval of the Statutory Government Authorities including Director General of Mines Safety (DGMS) having jurisdiction over the Equipment and its use.
The system of units for all measurements shall be the **Système International d’Unités (S.I.)**.

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

If the Supplier observes that this Specification document contains any anomalies, ambiguities, flaws, errors or omissions, the Supplier shall immediately bring these to the attention of the Purchaser. The Supplier shall be responsible for the testing and commissioning of the Equipment and ensure that it meets the requirements as specified. The commissioning and setting to work of the whole Equipment Supply package shall be carried out under the supervision of the Supplier in conjunction with the Purchaser’s nominated personnel.

**SAFETY & LEGAL MATTERS:** As per the prevailing rules & regulations and laws of the Land including amendment(s).

**INFRA-STRUCTURAL FACILITY:** Bidder must submit the infra-structural facility they possess for taking up this job. This will also be used to check the claims of the earlier jobs executed.

The job is to be executed on turnkey basis. As such lifting facility such as Jacks, Jigs & Fixtures, required to carry out the above work are to be brought/arranged by the Bidder.
ANNEXURE - B

Spare Parts Provisions

- Following major spare parts have been assessed to be procured for commissioning.
- Parts are required to be supplied in module and routed through stores.
- After inspection and acceptance of parts supplied in module and additional rest major parts (already available with project/BCCL) will be handed over to the qualified and job awarded party (on the merit and tender proceedings and competent approval) for further assembly and commissioning. Necessary account of total parts delivered and subsequently consumed by the repairer will be maintained by the project.
- Parts supply along with repair under scope of job will be awarded to one single competent party in turn-key basis.

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Particulars</th>
<th>Part No.</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Motor Shaft &amp; Pinion</td>
<td>26012G303</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Intermediate Gear Wheel</td>
<td>26012G276/316</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Intermediate Shaft &amp; Pinion</td>
<td>26012G2813/317</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Live Ring Assembly consisting of following items:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Live Ring Roller</td>
<td>58702D260</td>
<td>120</td>
</tr>
<tr>
<td></td>
<td>b. Roller Axle</td>
<td>20272D254</td>
<td>120</td>
</tr>
<tr>
<td></td>
<td>c. Roller Bolt</td>
<td>20632D2601</td>
<td>240</td>
</tr>
<tr>
<td></td>
<td>d. Oil Seal</td>
<td>95604-013</td>
<td>240</td>
</tr>
<tr>
<td></td>
<td>e. Bush Bearing</td>
<td>91204B001</td>
<td>240</td>
</tr>
<tr>
<td></td>
<td>f. M 20 Nut</td>
<td>95504-010</td>
<td>240</td>
</tr>
<tr>
<td></td>
<td>g. M 20 Spring Washer</td>
<td>94802-029</td>
<td>400</td>
</tr>
<tr>
<td></td>
<td>h. M5 Split Cotter Pin</td>
<td>95902-055</td>
<td>240</td>
</tr>
<tr>
<td></td>
<td>i. 1/4 B.S.P. Grease Nipple</td>
<td>94911-001</td>
<td>120</td>
</tr>
<tr>
<td></td>
<td>j. M20 Bolt x 40 mm Long</td>
<td>97428-332</td>
<td>160</td>
</tr>
<tr>
<td></td>
<td>Inner Flat with Fasteners &amp; Connecting Plate</td>
<td>25372B682</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Outer Flat with Fasteners &amp; Connecting Plate</td>
<td>25372B682</td>
<td>20</td>
</tr>
<tr>
<td>5</td>
<td>Bearing</td>
<td>90320053</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>Bearing</td>
<td>90320052</td>
<td>8</td>
</tr>
<tr>
<td>7</td>
<td>Bearing</td>
<td>90320067</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>Oil Seal</td>
<td>95604016</td>
<td>4</td>
</tr>
<tr>
<td>9</td>
<td>Oil Retainer</td>
<td>57892B2741</td>
<td>8</td>
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<tr>
<td>10</td>
<td>Retainer</td>
<td>57892B2761</td>
<td>2</td>
</tr>
<tr>
<td>11</td>
<td>Oil Seal</td>
<td>95606003</td>
<td>2</td>
</tr>
<tr>
<td>12</td>
<td>Rubber Seal</td>
<td>68302A255</td>
<td>2</td>
</tr>
</tbody>
</table>
| 13  | Other small items that may be required during the dismantling & fitment of the materials like keys, fasteners, etc. are to be arranged by the repairer.
COMMERICAL TERMS

1. Part-I i.e. TECHNO COMMERCIAL OFFER should contain the following (but not the price of any item):

   I. Name and address of the original party/bidder along with full details of the contacts persons, Telephone No, Fax No., E. Mail address etc.
   II. Details of relevant order received giving the name of the buyer, their address and country, Details of collaborations, if any.
   III. Details of After Sales Service to be provided, namely address of service depots, if any, strength of after sales service personnel and their qualifications and backgrounds.
   IV. Details of quality control measures/stage inspections carried out. Accreditation of any approved std. quality control institute or Organization may be indicated certifying the quality system of the bidder.
   V. Confirmation about spare parts support offered for the entire life of the machines.
   VI. A separate list of Tools and Tackles required for normal maintenance should be submitted.
   VII. Details regarding location of the works. The purchaser reserves the right to inspect the works of the bidder. What are the facilities they will provide to carry out pre dispatch inspection in stages of manufacturing process, if buyer wish to do so.
   VIII. A statement certifying that the bidder accepts all the commercial terms and conditions of Bharat Coking Coal Limited given in this bid documents without any reservation what so ever.

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

   i) Rate (Prices) must be quoted FIRM & FOR Destination basis with the following break up.
   a) Ex-Works Price
   b) Freight, Insurance, Packing & Forwarding charges on lump-sum basis.
   c) Excise duty if applicable (It will be payable extra on Ex-works price basis) against documentary evidence.
   d) Sales Tax (It will be payable extra as applicable)
   e) Other Charges, if any.
   f) Landed Price as a summarization of all above elements.
   g) Service Charges.
   h) Service Tax.

   NOTE: - 1. Please confirm in the technical bid Part-I that their rate is not inclusive of sales tax otherwise their offer may be ignored. However if their rate is inclusive of Ex-duty they must indicate the applicable rate of Excise duty in the technical bid i.e. Part-I

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

   ii) The Price must be on FIRM basis.

   iii) Conditional discount including quantity discount will not be considered for comparative purpose. Cash discount or Prompt payment discount will also
be treated in the same manner. However only unconditional discount will be taken into account for comparative evaluation. In case of F.O.B price all discount attracts custom duty etc. except trade discount.

2 (B) – Detail evaluation of financial bids.

2 (B) (a) In spite of mentioning that offers should be submitted by the tenderers on FOR destination basis, in case a party do not specify the basis of price or quoted on ex-works or FOR dispatching station basis, the price will be loaded to arrive at the F.O.R. destination price on the following manner.

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

3. VALIDITY:- The offer must be valid for acceptance for a period of 6(Six) months from the date of opening tender. Offers will not be permitted to be withdrawn during this period.

4. ULTIMATE CONSIGNEE:- The materials may be consigned to Depot Officer, Regional Stores, B-II Area of BCCL.

5. PRICE VARIATION: Only FIRM price shall be quoted. No price variation will be allowed during the pendency of the contract excepting for price fall clause.

6. PAYMENT TERM:- 90% payment of the work-order value will be released after successful completion of job and 500 working hours, balance 10% payment after successful working of 3(Three) years or 15000 working hours of Dragline which ever is earlier.

7. PAYING AUTHORITY; Dy CFM (P&P), HQ, Koyla Bhawan. BCCL

8. TRANSPORTATION (TO AND FRO) MEN AND EQUIPMENTS BOTH.
   It will be met by the repairer

9. COMMISSIONING
   The job is to be completed and systems are to be commissioned in all respect and handed over to GM (Block II) area after testing for seven days.

10. FACILITIES TO BE PROVIDED BY BCCL
    a) Crane with operator and required slings will be provided
    b) Electricity at work site
    c) Single point welding facility, if available (Any other point welding facility will be responsibility of the bidder).
    d) Medical First aid if required.
    e) Supportive unskilled man-power for extra help and time to time supervision
11. SECURITY AT SITE
Area will arrange security arrangement at the rehabilitation site of project.

12. SUBMISSION OF BILL
   a) Spares bills to be submitted to Depot Officer, Regional Store, B-II Area, BCCL.
   b) Service bills to be submitted to Project Officer, Block -II OCP, Block II Area, BCCL.
   c) All certified and cleared bill will be forwarded to DY CFM (P&P) KB for payment through area.

13 SUPPLY & COMISSION
   All the events are to be completed within 90 days after handing over of the machine for repairs to the repairer.

14 The delivery and job completion schedule quoted in the offer shall be firm and final. Delivery will be counted from the date of receipt of the order. Failure to supply the material and in completion of (assignments) job in time may attract penalty.

15. PRICE FALL CLAUSE.

i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.

ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to GM(E & W), Bharat Coking Coal Limited, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.

The bidder should confirm their acceptance of the above clauses.

16. GUARANTEE/WARRANTY/PERFORMANCE BANK GUARANTEE

Competent contractor will have to furnish warranty/guarantee of repaired portion of the equipment in term of machine availability as described below:-

To ensure the availability of the equipment not less than 80% due to failure/breakdown of worked-done area under the scope of awarded work order; final NIT will have following terms:-

1. Total loss of availability of subject equipment annually calculated. If the contribution of loss of availability due to failure/breakdown in subject worked area/areas, cumulatively contributes more than 20% of total lost availability in account of machine, than only contractor/repairer will have to bear the deduction/penalty as per increased % above 20%, as under;
   • In the event that the Equipment fails to achieve the Availability as per above condition, the Supplier shall be liable to pay to the area/colliery, as Penalty, a sum equal to, as indicated hereunder for each equipment:
a) 1% of the delivered price of the repair and spare for every percentage reduction from the Guaranteed Availability for the first 5%
b) 10% of the delivered price of the repair and spare for reduction beyond 5% from the Guaranteed Availability.

The Supplier has however the option to modify the works, if felt necessary, to bring its availability to the guaranteed level within three (3) months after expiry of guarantee period of thirty six (36) months or 15000 working hours from the date of commissioning with no extra cost to the company.

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

- The Supplier shall guarantee that the Equipment shall be available to perform its duty to minimum criteria and to the minimum 80% availability so as in no way cumulative down time should be more than 20% in the head of contractor of total down time in different heads. The method of assessment applied shall be as follows:

Method of Assessment:
The following calculation shall determine the availability of the Equipment:

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

Scheduled Available Time shall equate to 24 hours.

Downtime shall mean all hours of work lost due to mechanical, electrical or other failure, including:
a) routine servicing and maintenance in accordance with the manufacturer's published recommendations, including:
  changing oils, oil filters and air filters; lubrication;
  changing identified consumable or wear parts.
b) planned preventative maintenance programmes;

It shall not however include:
I. accidents;
II. strikes or stoppage of work by the Purchaser’s/ user’s personnel;
III. natural disaster;
IV. lack of Spare Parts not attributable to a failure of the Supplier, it's Agents or Representatives.

The Purchaser will assist the Supplier, without relieving the Supplier of any other obligations under the Contract, to achieve the guaranteed availability by:
1. Providing co-operation to all Supplier’s authorised representatives, complying with all reasonable procedural suggestions to improve efficiency of machine operation or reduce downtime.
2. Where appropriate, providing and maintaining such conditions as:
   • Proper electrical Supply
   • Terrain Area
   • Reasonable floor conditions
3. Providing all Supplier’s authorised representatives access at all reasonable times to the machine service and repair facilities. Observing the safety statutes and codes of safe working in equipment and in mine are directly responsibility of contractor or of contractor’s workmen. Contractor will be responsible to imply proper/competent/qualified personnel to the job.

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

17 i) Performance Bank Guarantee– Successful bidder are required to deposit money in the form of Bank Draft / Bank Guarantee of any schedule Bank of 10% value of the order (value means F.O.R destination price) on the day on which the Equipment is commissioned at the Site. Bank Draft should be drawn in favour of Bharat Coking Coal Ltd” payable at Dhanbad. In case they fail to deposit the same, the order shall be cancelled and the case shall be processed to order elsewhere and the firm’s performance is to be kept recorded for future dealings with them. The security will be refunded to the firm within 30 days of satisfactory execution of the contract. (Execution of the contract means successfully completion of contract duration) For unsatisfactory performance and/or contractual failure the deposited money shall be forfeited. Please note that security money may be converted in to Performance Bank Guarantee wherever required.

ii) Successful bidder are also required to deposit money in the form of Bank Draft/ Bank Guarantee of any schedule Bank of 10% value of the order at the time of lifting of any failed parts/assembly for repair and shall remain valid till delivery of repaired parts/assembly to consignee.

18 Effect and Duration of Guarantee

1. This Guarantee shall become effective on the day on which the Equipment is commissioned at the Site. The issue of the Purchaser’s Acceptance Certificate shall evidence commissioning.

2. This Guarantee shall remain effective for 36 months or 15000 working hours which ever is earlier from the date of commissioning.

3. Within and after expiry of initial guarantee period of 36 months from the date of commissioning, BCCL may extend or terminate the contract order any time without any explanation to party. In case of extension of the contract, this will be done on agreement of party /contractor and on arrived fresh condition between user and contractor, if any, AM (EXCV) will seek a competent approval from BCCL authority for extension. BCCL will have every right to recover damage as about actual, if any, arising out of contract to the machine.