

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)
Office of the General Manager (EXCV)
EXCAVATION DEPARTRMENT
L-IV , Koyla Bhawan : Koyla Nagar
Dhanbad : 826005

WEBSITE :www.bccl.govt.in
(Phone/Fax No- 0326-2230177)

**(Under jurisdiction of Dhanbad Court and
Jharkhand High Court only.)**

TENDER NO. BCCL/GM (EXCV)/I-6/ REPAIR EKG HMB400/ KUSUNDA/ 11-12/1396 DATED 10 /11/11

ISSUE OF TENDER DOCUMENT – BEGINS ON - 21.11.11 , CLOSES ON - 14.12.11

DUE DATE & TIME FOR SUBMISSION- on 16/12/11 by 1.00 PM

DUE DATE & TIME FOR OPENING- on 16/12/11 by 4. 00 PM

COST OF TENDER DOCUMENT	RS. 2000.00
ESTIMATED VALUE	RS 33,29,871.03
REQUIRED AMOUNT OF EARNEST MONEY (Please see clause no.11& 14)	Rs 66598.00

TENDER ENQUIRY

Document issued to:	If this Tender Document has been downloaded from our website Part-III envelope (Clause 8[c] bearing required Bank Draft for the requisite Tender Fee must be enclosed along with the tender otherwise their offer shall be rejected out rightly without any reference.
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Dear Sirs,

Sub: **Tender documents for Renovation/Repair of EKG 5.0 Cu.Mtr Electrical Rope Shovel Sl. NO-HMB-400 at, VISWAKARMA OCP, KUSUNDA Area BCCL along with spares on turn key 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 EKG 5 Cu.M Electrical Rope Shovel **Sl. NO-HMB-400 at VISWAKARMA OCP, KUSUNDA Area BCCL** . Detailed specifications and **scope of job , major parts required** and **Terms & Conditions** enclosed as annexure – “A , B,C, D&E”.

A) PROVENNESS CRITERIA

- A. PROVEN MEANS THOSE MANUFACTURERS/ REPAIRER WHO HAVE SUCCESSFULLY REPAIRED/SUPPLIED SHOVELS AND COMMISSIONED THE TYPE AND MODEL OF THE SUBJECT EQUIPMENTS OR EQUIPMENTS OF SIMILAR TYPE IN THE PAST TO THE INDIAN 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 (EXCUTED ORDER COPY / COPIES ARE TO BE ATTACHED) .**

B) QUALIFYING CRITERIA

1. QUALIFICATION OF THE TENDERER :

1.1 All bidders shall provide in Part 1, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

1.2 In the event that prequalification of potential bidders has been undertaken, only Bids from prequalified bidders will be considered for award of Contract. These qualified bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission. The update or confirmation should be provided in Part 1.

1.3 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids (copies of all documentary evidences are to be duly authenticated by the tenderers/ constituted attorney of the tenderer with full signature and seal. All signed declarations are to be made in the tenderer's letter head.)

a. copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of signatory of the Bid to commit the Bidder;

b. i) total monetary value of contractual work performed for each of the last five years.

ii) Experience of having successfully executed similar works during last seven years

2.0 INSTRUCTIONS TO BIDDERS

a. evidence of adequacy of working capital for this Contract (access to lines of credit and availability of other financial resources);

b. authority to seek references from the Bidder's bankers;

c. information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount including status of final settlement of contracts including claims/ counter claims, liquidated damages, bonus etc., if any.

d. proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price and

e Permanent Income Tax Account No(PAN)

f. The bidders would give a declaration that they have not been banned or delisted by any Govt. Or Quasi-Govt. Agencies or PSU's. If a bidder has been banned by any Govt. or Quasi-Govt. Agencies or PSU's that 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.

g Two or three companies/contractors participating in the bid as Joint Venture should submit Firm - wise participation details, Banker's name, execution of work with details of contribution of each and all other relevant details.

[Note: The intending tenderer will have to submit a declaration in support of the authenticity of the credential submitted by them along with the tender in the form of an affidavit .

3. To qualify for award of the contract -

a. The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during last 7(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.

i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

Or

ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

Or

iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

SIMILAR WORK STANDS FOR OVERHAULING/REPAIRING (INCLUDING BOTH ELECTRICAL & MECHANICAL JOBS) OF ROPE SHOVEL OF CAPACITY 4.6 CUBIC MTR. OR ABOVE CAPACITY

b. Average annual financial turnover of HEMM repairing (including both electrical and mechanical jobs) during the last 3(three) years, ending 31st March of the

previous financial year should be at least 30% of the estimated cost.

c. Evidence of possessing adequate working capital (at least 20% of the value of this work) inclusive of credit and availability of other financial resources to meet the requirement.

Note: Financial turn over and cost of completed works of previous works shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level.)

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

4. 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 (Excv) 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.

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

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

7. The tender document is divided into the following parts:

- i) Annexure ‘A’ -Technical scope of jobs
- ii) Annexure ‘B’ - Major required parts list
- iii) Annexure ‘C’ - Commercial terms & conditions.
- iv) Annexure ‘D’ Performance Bank Guarantee Format
- v) Annexure ‘E’ -INTEGRITY PACT

8.) (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 D as stated at clause 7. 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 .The bidders who have purchased the tender document must

enclose the money receipt of purchasing the tender document in original and will keep in the part-I envelope.

Earnest money amount in the form of a bank draft from a RBI recognised INDIAN BANK should be kept in the part-I envelope.

(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 down load tender documents from our web site.]

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 stapled 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 down loaded the tender documents from our website.

9.) 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.

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

11.). Earnest Money:

An Earnest money of RS. 66598.00(Rupees SIXTY THOUSANDS FIVE HUNDRED NINETY EIGHT) only, in terms of Bank Draft of any Indian scheduled Bank(Authorized by RBI) drawn in favour of **Bharat Coking Coal Limited** payable at Dhanbad must accompany the Part I (Techno-commercial offer) otherwise offer shall be considered non-responsive.

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 non-responsive.

12.) Security money – Successful bidder will be required to deposit security money in the form of Bank Draft / Bank Guarantee of any Indian scheduled Bank(Authorised by RBI) of 10% value of the order(value means Landed price of the contract which includes all taxes & duties, transportation charges etc.) 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 will be kept in record 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.

13). 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 relevant documents after duly signed by Notary Public .**

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

15). Bharat Coking Coal Limited reserves the right not to make any “repair contract” against this tender without assigning any reasons.

16). Tenders of those parties who suo -motto 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 this will attract the action against such party as per CIL rules / procedure.

17). 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 Annexures and furnish specific replies to each question raised therein. Replies should be to the point, clause by clause fully responsive in a systematic manner.

(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 responsive.

(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 past execution of contracts of similar work as specified in the tender for last five years from subsidiaries of CIL and others for the similar repair contract 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 including 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 and company's seal.

(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 guide lines or instructions received from CIL, GOVT. of INDIA, and 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.

Notwithstanding 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 (Excavation),BCCL
For & on behalf of Bharat Coking Coal Limited .

Technical Specifications

ANNEXURE- "A"

jobs-

A) Cabin and side platform structure dismantling from ES-37(grounded)shovel and fitting after modification(with materials)

B)Operator Cabin internal wooden work like internal structure of cabin as well as teak ply and sun mica pasting ,light fitting ,window glass fitting ,cabin fan ,head light ,house light etc fitting and operator cabin seat repairing with materials.

C) Supply and fitment of new master controllers (swing /propel, hoist , crowd),complete control desk, horn with solenoid valve in operator cabin.

D) Complete repairing of DC panel including fitment of required new spares.

i) Epoxy fibre sheet 3'x6'-1no

ii) D.C Contactors, 63A,coil voltage-110V DC-4nos

iii) D.C Contactors, 250A , coil voltage-110V DC-2nos

iv) Earth Leakage and overload relay unit-1no

v) Current Cut off unit for Hoist ,Crowd and Swing /propel circuit-3nos

vi)Exciter Stabilizing Unit-1no

vii) Circuit Breaker 40A-02 no

viii) Blast Resistance 0.8 ohms-8nos,48ohms-8 nos

ix)D.C Panel Connection board with brass bolts and nuts-1no

x) Required terminal Connector15way,50A-10nos.

xi) Overload Relay 48 V, .D.C-4 nos

xii) Mica Sheathed glass covered copper wire 4sq.mm

For internal wiring of panel-150Mtrs

xiii) Lugs, Makin Ferrule, binding cord, PVC tape(L.S)

E) Amplifier panel Rack denting and total amplifier panel overhauling and

Testing with new blasting circuit, replacement of blast resistance of RB1and RB2 with covers and connectors including necessary wiring with glass coated wires. Required following new spares-

i) Blast Resistance 400A, 1.8ohms, 48ohms, 5.3ohms,0.8ohms-32 nos

ii) Perforated covers for resistance boxes-02nos

iii) Biasing Circuit-6nos

iv) Connector, Thinner, Varnish etc(L.S)

F) Overhauling of H.V. Cubical panel L.T Side with new wiring with connectors

Required following new spares

i) MCCB-3nos

ii) Contactors-2nos

iii) RCCB-5nos

iv) Contactors 100A, 4way-6 nos

v) 16 sq.mm PVC coated1100volt grade flexible copper wire-30 mts

vi) Lugs, Marking Ferrule, Binding cords, PVC, Tapes etc(L.S)

vii) Voltmeter with selector switch -1 no

viii) Indicating lamp-2 nos(red and green)

G) Overhauling of H.V. side M.P.R and testing and providing of tripping arrangement and interlocking system of isolator including testing of ELR(H.T)and ELR(L.T)

Required interlocking and tripping arrangement unit with NO volt coil-1no

H) Making complete conduit kit including power and control cables for motors, generator and panels including fitment of connection board and measuring shunts.

For all Generator and fitment of Russian type pressure regulator.

Required materials for making the following conduit kits

SL NO	FROM	TO
1	H.V. Distributor Panel	Pressure relay PR
2	H.V. Distributor Panel	Hoist fan Motor 1M
3	H.V. Cabinet	Power Transformer
4	H.V. Distributor Cabinet	Junction Box JB-3
5	JUNCTION BOX JB-6	Swing Lubrication Motor L1M
6	JUNCTION BOX JB-3	Cabinet Fan Motor 5M
7	JUNCTION BOX JB-3	Junction Box JB-4
8	JUNCTION BOX JB-4	Cabinet Fan Motor 6M
9	JUNCTION BOX JB-4	Cabinet Fan Motor
10	D.C. Panel	Horn
11	JUNCTION BOX JB-6	Swing Lubrication Motor 10M
12	D.C. Panel	Exciter
13	D.C. Panel	Swing Propel Generator
14	HOIST GENERATOR	Hoist Motor
15	D.C. Panel	Crowd Generator
16	D.C. Panel	Hoist Generator
17	High Voltage Cabinet	Compressor Motor
18	H.V. Cabinet	Hoist fan Motor
19	H.V. Cabinet	Junction Box-2
20	H.V. Cabinet	L.V. Collector
21	H.V. Cabinet	Junction Box-2
22	H.V. Cabinet	Exhaust Fan Motor(Resistance Box)
23	H.V. Cabinet	D.C. Panel
24	JUNCTION BOX 1	Left Hand Swing Fan Motor
25	JUNCTION BOX 1	Right Hand Swing Fan Motor
26	JUNCTION BOX 1	Crowd Fan Motor
27	JUNCTION BOX 2	Left fan Motor
28	JUNCTION BOX 2	Right fan Motor
29	JUNCTION BOX 2	Exhaust Back Motor
30	L.V. Collector	Propel Motor
31	D.C. Panel	L.V. Collector
32	D.C. Panel	Resistance Box 1
33	D.C. Panel	Resistance Box 2
34	D.C. Panel	Hoist Master Controller
35	D.C. Panel	Swing Master Controller
36	D.C. Panel	Crowd Master Controller
37	D.C. Panel	Control post

38	D.C. Panel	Hoist Motor
39	D.C. Panel	Hoist Mag valve
40	D.C. Panel	R.H. Swing Motor
41	R.H. Swing Motor	L.H. Swing Motor
42	D.C. Panel	Crowd and Trip Motor

For complete repairing of above conduit following new spares are required

- i) 1100 Volt grade PVC Flexible Cable 2.5sq.mm-1600 mtrs.
 - ii) 1100 Volt grade PVC Flexible Cable 4 sq.mm-800 mtrs
 - iii) 1100 Volt grade PVC Flexible Cable 16sq.mm-160 mtrs
 - iv) 1100 Volt grade PVC Flexible Cable 50sq.mm-175 mtrs
 - v) 1100 Volt grade PVC Flexible Cable 95sq.mm-100 mtrs
 - vi) GI Flexible conduit 3/4" dia , -40 mtrs
 - vii) GI Flexible conduit 1/2" dia , -40 mtrs
 - viii) GI Flexible conduit 1" dia , -50 mtrs
 - ix) GI Flexible conduit 1.5" dia , -150mtrs
 - x) GI Flexible conduit 2" dia , -50 mtrs
 - xi) Rubber Gland , lugs, Marking Ferrules, PVC, Tape etc(L.S)
 - xii) Connection Board with shunt for Hoist, Crowd and swing /propel Generators-3 nos
 - xiii) Pressure regulator(Russian Type)-1no
- I) Repairing of Foundation structure, joist bolt changing, denting painting of full body and roof of shovel by M.S. Sheet ,Angle ,Nut ,Bolt, Gas, Electrodes and necessary Tar felting of roof ,repairing of Boom Foot and straightening of one no tie rod required following spares
- i) 5mm M.S. Sheet ,size 4'8'-8 nos
 - ii) 3mm M.S. Sheet ,size 4'8'-4nos
 - iii) Angle ,size 65mmx5mmx72'-4 nos
 - iv) Angle ,size 75mmx5mmx36'-4 nos
 - v) Nut and Bolts-60kg
- J) Miscellaneous items
- i) Body cooling unit(Motor and impeller)-4 nos
 - ii) Swing Lubrication Motor with pump-2 nos
 - iii) Hydraulic system updating with one Hydraulic Motor and changing of damaged pipe and hoses-1Set
 - iv) Swing Cooling unit-2 nos
 - v) Crowd cooling unit-01 no
 - vi) Hoist cooling unit-01 no
 - vii) Compressor Motor with Pulley-01 no
 - viii) Electro Pneumatic Valve-03 nos

I) Safety Precaution:-

Complete earthing arrangement to be done as per DGMS directives and all safety precaution to be taken

J)Entire drive parameters are to be set as per standard and test report to be submitted.

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. Scope of jobs as defined is on the basis of present assessment of said equipment. Bidders have liberty to quote their offer with justification, considering real conditions and desired performance based warranty/ guarantee.

Technical Response

Bidders shall provide Clause by Clause responses in detail 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 Supplier shall provide the Services of Specialist Technicians to supervise the installation/erection/assembly, commissioning and any performance testing of the plant, Equipment and accessories supplied..

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

Standards

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

The system of units for all measurements shall be the **Système International d'Unités (S.I.)**.

Safety- The bidder shall have to ensure complete safety of workman and Machines under his control and shall wholly responsible for their safety. All safety norms as laid down by DGMS with respect to the equipment shall have to be strictly adhered to by the bidder.

Suppliers Responsibility

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

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

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

ANNEXURE-B

B. Spare Parts Provisions

- **Major spare parts have been assessed to be procured for commissioning of Shovel is enclosed at annexure– 1. This is estimated on date of publication of tender. However, vendor should inspect the machine on date of quotation afresh for estimating the spare parts requirement. Any spares required by the vendor for repairs may be added and any spares found suitable in spares part list may be deleted on the discretion of the vendor. However , the list has to be frozen before submission of tender .**
- **Parts are required to be supplied in module to the consignee store.**
- **After inspection and acceptance of parts supplied in module and additional rest major parts (already available with project/BCCL) will 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.**
- **All necessary fitment accessories, base material, wires, jumpers, insulators, studs, fasteners, connectors and sub structures are to be provided by repairer under repair head**
- **Parts supply along with repair under scope of job will be awarded to one single competent party in turn-key basis.**

ANNEXURE- C

COMMERCIAL TERMS

1. Part-I i.e. TECHNO COMMERCIAL OFFER should contain the following (but not the price of any item):-
 - i) Name and address of the original 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(A PROFORMA-PRICE BID IS ENCLOSED WHICH SHOULD BE FILLED IN AS DETAIL HERE UNDER):-
 - 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 Ex-Works rate is not inclusive of Excise Duty & sales tax otherwise their offer may be ignored. However if their rate is inclusive of Excise duty they must indicate the applicable rate of Excise duty in the technical bid i.e. Part-I

2. i)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.

You have to indicate whether the ex-works price quoted are “NET OF MODVAT” or not.
You have to indicate the service tax details, if any applicable in this repair work and any other levies.

2 (B) – **Detail evaluation of financial bids.**

(a) In spite of mentioning that offers should be submitted by the tenderers on Landed Price 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 Landed price in the following manner:-

Approximate distance of dispatching Station from Consignee's end.	Percentage dispatching station price regarding Freight.	FOR price	Packing and Forwarding Charges	Transit Insurance Charge
Above 2001 Km	5%		2%	½%
1501Km - 2000 Km	4%		2%	½%
1001 Km -1500 Km	3%		2%	½%
501 Km – 1000 Km	2%		2%	½%
Below 500 Km	1%		2%	½%

3. **VALIDITY**:- The offer must be valid for acceptance for a period of 180 days(One hundred Eighty days) from the date of opening tender. Offers will not be permitted to be withdrawn during this period.

4. **ULTIMATE CONSIGNEE**:- The materials may be consigned to Depot Officer, Regional Stores, KUSUNDA 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**:-

100 % payment of the work- order value will be released after successful completion of job and 500 working hours against submission of performance bank guarantee of 10% of the order value.,

7. **PAYING AUTHORITY**; Sr. Manager (F) /P&P /HQ

8. **TRANSPORTATION (TO AND FRO) MEN AND Materials 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, Kusunda Area after testing for seven days

10. **FACILITIES TO BE PROVIDED BY BCCL**

- Crane with operator and required slings will be provided
- Electricity at work site
- Single point welding facility, if available (Any other point welding facility will be responsibility of the bidder).**
- Medical First aid if required.
- Supportive unskilled man-power for extra help and time to time supervision

11. **SECURITY AT SITE**

BCCL/AREA/PROJECT will arrange security arrangement at the rehabilitation site of project.

12. **SUBMISSION OF BILL**

- Spares bills to be submitted to Depot Officer, Regional Store, Kusunda Area, BCCL.
- Service bills to be submitted to Project Officer , VOCP , KUSUNDA Area BCCL.

- c) All certified and cleared bill along with SRV should be submitted to Sr.Manager(F),/P&P/HQ for payment .

13 SUPPLY & COMMISSION

All the events are to be completed within 60 days after handing over of the machine for repairs to the repairer.

14 Liquidity damage - The liquidity damage @ $\frac{1}{2}\%$ per week or the part of the week subject to maximum 5% of order value will be charged for the delayed period .This may be increased to 15% at discretion of management of BCCL.

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(Excv),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

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

To ensure the availability of the equipment not less than 80% (calculated on quarterly basis) for 24 months or 5,000 working hours as per prescribed formulae:-

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:

1% of the delivered price of the repair and spare for reduction from the guaranteed Availability for every 5% or there part of.

- 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, its 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. Security money – Successful bidder will be required to deposit security money in the form of Bank Draft / Bank Guarantee of any Indian Scheduled Bank (authorised by Reserve Bank of India) of 10% value of the order (value means landed price including all taxes and duties, transportation charges etc.) 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 .

18 i) Performance Bank Guarantee– Successful bidder are required to deposit money in the form of Bank Draft / Bank Guarantee of any Indian scheduled Bank (authorised by RBI) of 10% value of the order (**value means landed price including all taxes and duties, transportation charges etc.**) 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** .The validity of performance bank guarantee should be for warranty period plus additional six months.

For unsatisfactory performance and/or contractual failure the PBG will be encashed and /or payment due if any /deposited money shall be forfeited. .

ii) Successful bidder are also required to deposit money in the form of Bank Draft/ Bank Guarantee of any Indian scheduled Bank(authorised by RBI) of 10% value of the contract (value means landed price including all taxes and duties, transportation charges etc.) as per performance bank guarantee format attached at the time of lifting of any failed parts/ assembly for repair and shall remain valid till delivery of repaired parts/ assembly to consignee (till the completion period of the repair job).

19 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 **24 months or 5000 working hours which ever is earlier** from the date of commissioning.
3. Within and after expiry of initial guarantee period of 24 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, Area Manager (EXCV.) will seek a competent approval from BCCL authority for extension.

BCCL will have every right to recover damages as about actual, if any, arising out of contract to the machine.

ANNEXURE-1

MANDATORY SPARES (MECHANICAL)

Sl.No.	Part No.	Description	Quantity
CROWD SYSTEM			
1	1004.02.09	Handle Rack	12
2	1005.02.06	Rack	2
3	1005.02.02	Stop	2
4	1005.02.03	Bolt ,nut	4
5	1006.01.101	Lock bar	1
6	1003.03.414	Tie Rod	2
7	1006.03.203	Top slide	2
8	1003.03.246	Gear	1
9		Spherical Roller Bearing no-3624	2
10		Single Row Radial Ball bearing no-6034	2
11	1003.03.267	Bushing	2
12	1003.03.299	Bushing	1
13	1003.03.268	Bushing	2
14	1003.03.311	Bushing	1
15	1003.03.298	Washer	2
16	1003.03.296	Washer	2
17	1003.03.300	Washer	1
18	1003.03.304	Washer	1
19	1003.03.308	Washer	2
20	1003.03.295	Rack Pinion	2
21	1003.03.206	Motor Pinion	1
UNDER CARRIAGE			
22	1004.19.55	Bushing	2
23	1004.19.56	Bushing	2
24	1004.19.57	Bushing	2
25	1004.19.31	Bushing	2
26	1004.19.26	Bushing	2
27	1004.19.09	Bushing	2
28	1004.19.38	Bushing	6
29	1004.19.32	Driving Wheel (10 spline)	2
30	1004.19.08	Pinion	2
31	1004.19.17	Ring	4
32	1004.19.16	Retainer	4
33	1004.19.41	Ring	6
34	1004.19.40	Retainer	6

ANNEXURE-D

Format for Performance Bank Guarantee

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

It has been agreed that hundred percentage (100%) payment of the value of the contract will be made to the repairer in the terms of the said Contract on the repairer furnishing to the BCCL a Bank Guarantee for the sum of -----
-- equivalent to 10 % of the value of Contract by the repairer 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 BCCL 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 repairer 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 BCCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BCCL by reason of any breach by the said repairer of any of the terms or conditions contained in the said contract or by reason of the repairer'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 repairer 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 BCCL and the repairer 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 repair under or by virtue of the said contract have been fully paid and its claim satisfied or repairer certified that the terms and conditions of the said contract have been fully and properly carried out by the said repairer 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 BCCL ,that the BCCL , 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 repairer (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BCCL , against the said repairer and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relived from our liability by reason or any such variation or extension being granted to the said repairer or for any forbearance act or omission on the part of the BCCL , or any indulgence by the BCCL to the said repairer 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 BCCL the said sum of ----- or such lesser sum as may than be due the BCCL and as the BCCL may demand.

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

ANNEXURE-E
INTEGRITY PACT

BCCL HAS SIGNED M.O.U WITH M/S. TRANSPARENCY INTERNATIONAL INDIA FOR IMPLEMENTATION OF INTEGRITY PACT FOR PURCHASE OF STORES. THE INTEGRITY PACT DOCUMENT TO BE SIGNED BY THE BIDDERS IS ENCLOSED. SUBMISSION OF INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IS MANDATORY FOR THIS TENDER. THEREFORE, THE TENDERERS ARE ADVISED TO SUBMIT THE INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IN A SEPARATE SEALED ENVELOPE SUPERSCRIBING "INTEGRITY PACT AGAINST TENDER NO. _____ DUE ON -----"

IN CASE THIS IS NOT SUBMITTED IN A SEPARATE COVER ALONGWITH THE TENDER, THE TENDER MAY BE CONSIDERED AS UNRESPONSIVE AND MAY NOT BE CONSIDERED FURTHER FOR EVALUATION.

Independent External Monitor for this tender is

Shri -----

NTEGRITY PACT

Between

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

And

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

Preamble

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

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

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

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

Section 2 – Commitments of the Bidder/Contractor

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

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

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

severity will be determined by the circumstances of the case in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

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

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

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

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

Section 8 – External Independent Monitor/Monitors

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

(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairperson of the Principal.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. DHANBAD

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

For the Principal For the Bidder/Contractor

Place..... Witness 1 :

Date Witness 2 :

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the General Manager (EXCV)
EXCAVATION DEPARTMENT
L-IV , Koyla Bhawan : Koyla Nagar
Dhanbad : 826005
(Fax No- 0326-2230177)

NO-BCCL/G.M.(Excv)/I-6/Repair EKG HMB 400/KUSUNDA/11-12/ 1396

dt 10/11/11

Notice inviting tender

Sealed tenders are invited from proven repairer/OEM/OES or their exclusively authorized and supported sole selling repairer for repair of EKG 5 cu.mtr electrical rope shovel .machine sl no- HMB -400 at VISWAKARMA OCP ,Kusunda Area (Area-VI),BCCL .

1)Estimated cost-Rs 33,29,871.03

2)Cost of tender document (Non refundable)-Rs 2000.00

3)Earnest money-Rs 66,598.00

4)Issue of tender document –Begins on 21 /11/11 ,Closes on -14/12/11

5)Due date for submission of tender- 16/12/11 by 1.00 P.M.

6)Due date and time for opening of tender-16/12/11 at 4.00P.M.

7)Sale of tender document-Tender documents shall be available for sale from21/11/11 to 14/12/11 on all working days between 10.00A.M. to 5P.M.(10 A.M. to 1P.M. on Saturday) at the office of General Manager(Excv)/BCCL,Excavation Department ,Level-IV ,Koyla Bhavan, ,Koyla Nagar,Dhanbad against payment of tender fee by way of demand draft of any scheduled bank drawn in favour of 'BHARAT COKING COAL LIMITED' payable at Dhanbad. Payment in other form will not be accepted.

Request for tender documents by post should reach the office of General Manager (Excv)/BCCL ,Koyla Bhavan ,Level-IV 15 days prior to due date of opening of the tender.BCCL will not be responsible for any delay or loss in transit of tender documents sent by post.

Tender documents can be downloaded from BCCL's web site: www.bccl.gov.in

(Excv)/BCCL

General Manager