



**BHARAT COKING COAL LIMITED**  
 ( A Subsidiary of Coal India Limited )  
 Office of the Chief General Manager(MM)  
 Materials Management Department  
 Commercial Block L-III , Koyla Bhawan : Koyla Nagar  
 Dhanbad : 826005(Fax No- 0326-2230183)  
 E-mail – bcclcgmmm@cmpdi.co.in

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

TENDER NO PUR/540106/FIRE TENDER/S&R/06-07/135

DUE DATE & TIME FOR SUBMISSION- 26.02.2008(Up to 1.00 PM)

DUE DATE & TIME FOR OPENING- 26.02.2008 (At 3.00 PM)

COST OF TENDER DOCUMENT – Rs5000.00

REQUIRED AMOUNT OF EARNEST MONEY –RS.1,40,000.00

( Please see clause no.10 & 12)

C.R.NO.....DATED....

**TENDER ENQUIRY**

Document issued to: ..... ..... .....	If this Tender Document has been downloaded from our website Part-III envelope(Clause 7[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: Notice Inviting Tender for supply of ---**FIRE TENDERS**

1. Sealed tenders are invited in duplicate only from the proven manufacturers or their exclusively authorised sole selling agents authorised by their manufacturer to offer against this tender for supply of --**FIRE TENDERS** to various Areas of BCCL as per detailed specifications enclosed as annexure – “A”.

**PROVEN MEANS THOSE MANUFACTURERS OR EXCLUSIVELY AUTHORIZED SOLE SELLING AGENT WHO HAVE SUPPLIED TENDERED ITEMS IN PAST TO THE MINING INDUSTRY AND / OR TO THE OTHER INDUSTRIES ( PRIVATE OR GOVERNMENT / PUBLIC SECTOR UNDERTAKING – INDIGENOUS OR GLOBAL) AGAINST REGULAR (FIRM) ORDER ( NOT TRIAL ORDER) PLACED BY COMPANY’S HQ. FOR THIS PURPOSE THE FIRM SHOULD SUBMIT AUTHENTICATED COPY OF SUCH PURCHASE ORDERS RECEIVED BY THEM. HOWEVER TRIAL ORDERS PLACED BY BCCL CO.HQ. MAY BE CONSIDERED IF THE FIRM OBTAINS PROVEN STATUS ON PERFORMANCE BASIS AGAINST SUCH TRIAL ORDRS.**

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

3. Tenders may be deposited in person by the tenderer in the Tender Box kept at Tender cell, Purchase Department, office of the CGM(MM), Bharat Coking Coal Limited , Commercial

Block , Level –III , Koyla Bhawan , Koyla Nagar , Dhanbad or sent by post or courier to the above address . Bharat Coking Coal Limited , however , do not take any responsibility for loss of tender in transit. Tender must be received on or before the due date and time of submission of tender. Tender received after due date of submission of the tender shall not be considered. . No request for relaxation in this respect will be entertained.

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 specification
- ii) Annexure ‘B’ - Commercial terms without price.
- iii) Annexure ‘C’ - Check List

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 superscribed with the tender number and the date of opening and must mark Part I

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

( c ) “Part – III” [ Applicable for those tenderers who will download tender documents from our web site. ]

In this case the intending tenderer must enclose the requisite tender fee as Bank Draft from any schedule Bank drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad in the “Part – III ” envelope. The envelope shall be sealed , superscribed with tender number and due date of opening and must mark “Part-III”.

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 outrightly without any reference for those tenderers who have downloaded the tender documents from our website.

08. 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.

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

If tenderer disclose their price in the techno-commercial bid(Part-I) , the offer will be re-sealed and will be treated as invalid offer by the Tender opening Committee.

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

09. 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 **1,40,00.00(Rs. One Lac forty thousand only)**-----, 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.

If it is accompany the Part-II(Price bid) , it will be presumed that tenderer 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 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 11(a) 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 tenderers 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 action against such tenderer as per CIL rules / procure 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 tenderers are requested to go through all the Annexure and furnish specific replies to each question raised therein.

(ii). Printed terms and conditions of the vendor shall not be considered. Tenderers are requested to submit their offer complete in all respects maintaining serial number of items , terms and conditions as per tender documents along with all supporting documents failing which offer may not be considered .

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

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

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

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

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

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

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

(x) Offer of those tenderers 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) In case a firm is proven for a sub-assly of any particular Equipment , it will be considered proven for components of that particular sub-assly of the Equipment only.

(xii) Purchase Preference Policy as per Govt. of India's office memorandum no. DPE 13(12)/2003-Fin.Vol II dt.18<sup>th</sup>. July,2005 valid up to 31/03/2008 is applicable for any Govt.Deptt / PSU tender.

It is applicable to contracts of value of 5.0 crore and above but not exceeds 100.00 crore.

(xiii) 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)

(xiv) If L1 tenderer do not have adequate capacity to supply full quantity tendered , the uncovered quantity order may be distributed to L-2 tenderer at L-1 rate.

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

For & on behalf of Bharat Coking Coal Limited .

## ANNEXURE- B

**COMMERCIAL TERMS:-**

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

- i) Name and address of the original Manufacturer along with full details of the contacts persons, Telephone No, Fax No. , E. Mail address etc.
- ii) (Details of order received giving the name of the buyer, their address and country, date of order and number/quantity item ordered and supplied. Specific details should be given regarding the item supplied with full address of the user , so that the same can be verified if felt necessary.
- iii) Details of collaborations, if any.
- iv) 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 background.
- v) Details of Training if any.
- vi) 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.
  - vi) Details regarding location of Works. The purchaser reserves right to inspect the works of the bidder. Quarterly facilities they will provide to carry out pre-despatch 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.

Ex-Works Price

Freight ,Insurance ,Packing & Forwarding charges on lump-sum basis.

Excise duty if applicable( It will be payable extra on Ex-works price basis)

Sales Tax(It will be payable extra as applicable)

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.

In case of direct import by us (BCCL) , price will be on F.O.R. delivery Port basis only . The Price must be on FIRM basis.

In case of Imported stores and prices are in Indian rupees on FOR destination basis , only applicable sales tax and statutory local levies (if any) will be payable extra. The price must be on FIRM basis.

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 to ascertain the competitiveness of the tender. In case of F.O.B price all discount attracts custom duty etc. except trade discount

In case of imported stores other than direct import by BCCL , the firm should quote FOR destination price in Indian rupees and firm shall give a certificate along with their offer of their Auditors certifying that they have paid Customs and other applicable Duties as per prevailing Customs Rates and refund if any shall be passed on to the buyer.

2 (B) – Detail evaluation of financial bids.

2 (B) (a) In spite of mentioning that offers should be submitted by the tenderers on FOR destination basis as per clause 2(A)(i) above , in case a tenderer does not specify the basis of price

or quoted on ex-works or FOR despatching station basis , the price will be loaded to arrive at the F.O.R. destination price on the following manner.

Approximate distance of dispatching Station from Consignee's end.	Percentage of 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%

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

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

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

3. VALIDITYT The offer must be valid for acceptance for a period of 06(Six) months from the date of opening tender . Offers will not be permitted to be withdrawn during this period.

ULTIMATE CONSIGNEE:- The materials may be consigned to any of the depot of BCCL.

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

6. PAYMENT TERM:-

a) For indigenous supplies.

100% within 30 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill , whichever is later by the consignee.

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

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

7. Either the Indian Agent on behalf of the foreign principal or the foreign principal may directly bid in a tender but not both.

If an agent participates in a tender on behalf of one manufacturer , he should not quote on behalf of another manufacturer along with the first manufacturer for the same item.

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

Name of the Bank.

Name of the Branch with complete address.

Party's Account Style.

Party's nature of Account.

Party's Account Number.

## 9. DELIVERY:-

Sl.no	Item	Delivery Schedule
		<b>AS PER ANNEXURE "A"</b>

ii) The bidder should be in a position to supply in specific delivery period at least 25% of the total tendered quantity, otherwise offer shall be considered unresponsive.

iii) The delivery 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 in time may attract penalty as per clause No. 10

## 10 .PENALTY FOR FAILURE TO SUPPLY IN TIME: As per APPENDIX-1

11 . (a) GUARANTEE/WARRANTY/PERFORMANCE BANK GUARANTEE - i) The item will be warranted against any manufacturing defect /workmanship for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance .Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month. For specific warranty on assemblies and sub assemblies,details given in technical specification may be referred to.

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

“At no cost to the purchaser” means, the supplier will have to bear all the expenses up to the destination site i.e. Ex-works prices, Excise duty, Sales tax, Insurance, Inland Transportation charges, etc. as applicable to ensure free delivery of warranty replacement at BCCL colliery sites.The supplier will be required to stock spares to take care of warranty period breakdown. Spares should be available immediately from the date of intimation of breakdown.

iii) The suppliers must ensure that there is no major breakdown due to manufacturing / design defect during the warranty period. In case such breakdown occurs, the purchaser will reserve the right to extend the warranty period suitably as per the availability clause mentioned in the Technical Specification.

iv)A performance Bank Guarantee on schedules/Nationalised Bank in India valid for 18 months from the date of receipt/acceptance for 10% value of the order as a coverage towards the suppliers’s performance against the contract (in the standard form at Appendix-III enclosed herewith), must be submitted within 20 days of placement of order. No payment will be without submission of the performance bank guarantee. The order value means F.O.R, destination price including taxes, duties, transportation & insurance charges and other charges. The performance bank guarantee is required in case of supply of equipment.

## 12. PACKING FOR TRANSIT.

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

## 13. QUALITY CONTROL MEASURE

The bidder shall furnish details of quality control measures being adopted by him, including any International / Indian standard being followed.

14. PRICE FALL CLAUSE:

- As per Appendix -II

15. FORCE MAJEURE CLAUSE

If the execution of the contract/supply order is delayed beyond the period stipulated in the contract / supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire , flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL may allow such additional time by extending the delivery period , as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:

- a) The successful bidder will , in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authority , the beginning and end of the causes of the delay , within fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting out of Force Majeure , BCCL will reserve the right to cancel the contract and provisions governing termination of contract , as stated in the bid documents will apply.
- b) For delays arising out of Force Majeure , the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exists.
- c) If any of the force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

16. INSPECTION & TESTS.

- i)The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
- ii) If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s) , all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.
- iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
- iv) The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods.
- v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

For Chief General Manager(MM)

## PENALTY FOR FAILURE TO SUPPLY IN TIME

## APPENDIX-1

The time and date of delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified . No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

In the event of failure to delivery or dispatch the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:

- a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division .
- b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also
- d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty , if imposed shall not be more than the agreed liquidated damages referred to in clause(a) above.
- e) To encash any Bank guarantee which is available for recovery of the penalty or
- f) To forfeit the security deposit full or in part.
- g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL shall be entitled to recover such sum by appropriating , in part or whole by deducting any sum or which at any time thereafter may be due to the successful tenderer in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

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

PRICE FALL CLAUSE.APPENDIX-11

- i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.
- ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGM(MM), Bharat Coking Coal Limited , Commercial Block , Level -III , Koyla Bhawan , Koyla Nagar , Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not , however apply to exports by the supplier.

The bidder should confirm their acceptance of the above clauses.

**LETTER OF PERFORMANCE GUARANTEE.****APPENDIX-111**

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

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

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

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

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

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

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

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

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

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

For ----- Bank Limited

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

**ANNEXURE- "C"****CHECK- LIST**

( To be filled by the Tenderer duly signed and stamped )

- |  |        |
|--|--------|
| 1. Whether the tenderer is a Manufacturer  | Yes/No |
| 2. Whether the tenderer is a exclusively authorized marketing outlet of a manufacturer   | Yes/No |
| 3. If the reply against(2) above is yes, then indicate name & full address of the Principal.                                     |        |
| 4. In case of (2) above whether the Principals Authorisation as Exclusive Authorised Marketing Outlet is enclosed with the offer | Yes/No |
| 5. Acceptance of 180 days offer's validity period as per NIT   | Yes/No |
| 6. Whether quoted prices are FIRM as per N IT.   | Yes/No |
| 7 Whether Price quoted is on FOR destination basis as per NIT  | Yes/No |
| 8 Acceptance of Payment terms as per NIT   | Yes/No |
| 9. Acceptance of Liquidated damages & Risk purchase clause as per NIT.   | Yes/No |
| 10. Acceptance of Price fall clause as per NIT.  | Yes/No |
| 11. Whether banned or delisted by any Government or quasi-Government agencies or PSUs.   | Yes/No |

NOTE: NON -ACCEPTANCE OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO REJECTION OF OFFER.

SIGNATURE OF THE TENDERER  
WITH SEAL & STAMP

**ANNEXURE-‘A’****TECHNICAL SPECIFICATION**

Description, Quantity and Technical Specification

(A) **SCOPE OF SUPPLY:- FIRE TENDERS –5 Nos.**

(B) **TECHNICAL SPECIFICATION OF FIRE TENDER**

Chassis with Diesel Engine of suitable capacity to take tare load along with water tender as specified in Para – 2.

1. Chassis:

Max<sup>m</sup> Torque - 160 @ 1500 rpm or equivalent.

Gear Box - Hydraulic transmission Gear having 5 Gear with one reversible Gear.

Steering - Power steering.

Brake - Service brake with one parking brake.

Electrical - 24 volts

Max<sup>m</sup> Power - 400 BHP @ 2100 rpm or equivalent.

2. Water Tender Type : Water With Foam, DCP & CO<sub>2</sub> type.

Water Tank : The capacity of water tank will be of 5000 ltrs and to be fabricated with 3 mm thick MS Plates should be mounted in a manner keeping in view that proper load distribution on the axes.

The tanker specification will be as per I.S and the bottom of the tank will be elliptical shape only. The tank will be sand blasted with anti-corrosive painting.

And will as per the clause 4.31 to IS 10460-1983

Foam Monitor : A foam monitor will be mounted in the top of the appliance with manual operation.

Pump & Power Take off: A centrifugal pum with a capacity 250 litres per min (two stage) at 7 kg/sq cam pr or equivalent is to be provided at the rear of the

appliance and it will be strictly as per IS 10460 –1983 with multipressure option in the pump.

A reciprocation type primer will be fitted and it will be capable of lifting water from 7 mtrs depth in not more than 24 sec. The primer lever will be designed for easy operation.

The power of the pump will be taken from the Gear box of the vehicles through PTO capable of full torque of the engine will be used for the appliance.

An additional indirect cooling system will be provided (open circuit type).

Hose Reel: One hose reel will be provided at the rear of the appliance with 30 mtrs length and 20mm pore hose connected by screw type release coupling and with a control branch of 5 mm nozzle. The reel will be fitted with over brake or locking device.

DCP with CO<sub>2</sub>: 2 nos. 50 kg Dry Chemical Powder Vessel with adequate no. of CO<sub>2</sub> cylinders with hose reel with trigger nozzle will be provided.

CO<sub>2</sub>: 2 nos. 45 kg CO<sub>2</sub> cylinder with individual hose reel system will be provided.

All the above will be with initial fill of CO<sub>2</sub>, DCP (Monex powder) and with filled Nitrogen cylinders.

All the above product will be UL listed only.

Body Work and Storage:

Structure	-	All steel structure
Handles	-	Flush type
Seats	-	6 in All + Driver
Lockers	-	Will be provided
Hose Tunnels	-	Will be provided
Ladder gallows	-	Will be provided

Fittings & Accessories:

- a) 1 no. two turn bulb horn
- b) 1 no. Air horn
- c) Fluorescent light for inside cabin.
- d) Number plates, rear view mirror, indicator etc.

- e) Fire Bell, fog lamps, Reversing light, Amber Blinker light, Trafficators, Wipers, Siren, Search light, Spot light, Inspection lamp, Front & rear reflectors, lockers light, Public address system etc.

Control Pannel

It will be provided as per IS and with proper illumination.

Marking: Each item will be clearly marked with manufacturers name & capacity.

Painting: Complete appliance will be painted as FIRE RED colour as per the shade no. of IS 5-1978 the paint will confirms IS 2932-1974.

Testing: The complete test will be done as per IS.

C) **WARRANTY/ GUARANTY/PERFORMANCE BANK GUARANTY:-**

As per Clause-11 of Annexure-B

D) **DELIVERY:-** The Tenderer should indicate his earliest delivery schedule.

MATERIALS MANAGER (P)