



BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

Office of the General Manager(MM)

Materials Management Department

Commercial Block L-III , Koyla Bhawan : Koyla Nagar

Dhanbad : 826005 (Fax No- 0326-2230183)

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

FORMAL ORDER

REF NO. PUR/610253/Tyre Handler/07-08/151

Date: 30-09-2011.

M/s BEML Limited

KAMAL KUNJ,

KOLA KUSMA,P.O. SARAIDHELA,

DHANBAD-828127

FAX-2200182

Sub: Supply of BL14THTyre Handler

Ref : I)This office Tender Enquiry PUR/610253/Tyre Handler/Global/E-Tender/07-08/148
(Techno-commercial bid opened on 18-05-2011)

ii) Your offer No. BEML/MRD/BCCL Tender/BL14TH/10-11/225 (OLB) dated 16-05-2011,on line bid and subsequent correspondences.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place our **FORMAL ORDER** for supply of the following 01(one) No. Tyre Handler model BL14TH at the

following price, terms and conditions and also as per our General Terms and conditions enclosed:-

1.SCOPE OF SUPPLY IS AS FOLLOWS:

Description	U/M	Qty.	Rate in Rs.	Value in Rs.
1(a) BEML MODEL BL14TH LOADER BASED TYRE HANDLER POWERED BY BEML MODER BSA6D105-I -1 DIESEL ENGINE HAVING RATED BHP OF 110KW (148 HP) AND FLY WHEEL HORSE POWER OF94KW(126HP) SUITABLE FOR HANDLING TYRE SIZE 18.00X25 THROUGH 36.00X51 WITH RIM INCLUDING WIDE BASE TYRE SUCH AS 23.50X25,21.00X25,29.50X29 ETC. WITH MAXIMUM WEIGHT OF 3500 KG. AS PER DETAILED TECHNICAL SPECIFICATION & SCOPE OF SUPPLY SPECIFIED AT ANNEXURE- “A” ALONG WITH FILTERS & “O” RING AND TOOLS & TACKLES SPECIFIED AT ANNEXURE- “B” AND “C” RESPECTIVELY.	No.	1	88,00,000.00	88,000,00.00
(b) FILTERS AND O RINGS FOR FIRST 3000 HOURS OF OPERATION	Set	1	Free of Cost	Nil
ED @10.3%(Cess @ 3% on ED)			9,06,400	9,06,400.00
CST @ 2% against form-C			1,94,128.00	1,94,128.00
Freight			90,782.00	90,782.00
Service Tax@ 10.3% on 25% of Freight charges			2338.00	2338.00
Transit Insurance			1795.00	1795.00
Service Tax@ 10.3% on Transit Insurance			185.00	185.00
TOTAL VALUE				99,95,628.00

TOTAL ORDER VALUE - **RS. 99,95,628.00 (RS NINETY NINE LAKH NINETY FIVE THOUSAND SIX HUNDRED TWENTY EIGHT) ONLY**

TERMS & CONDITIONS:

1. **Payment Terms:** 80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made after receipt and acceptance of material at site by the consignee within 21 day

Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the Project Officer/GM(Excv) to the effect that the equipment has been erected and commissioned to their entire satisfaction. However, if the equipment is not put to use by the project within 60 days from the date of receipt and acceptance at consignee's end, the balance 20% shall be released.

2. **Prices :** (a) FIRM except Govt. taxes & duties (Govt taxes & duties will be paid whatever applicable at the time of dispatch within the specified delivery period)
(b) FOR destination.

3.Delivery : Delivery of Tyre Handler shall be made within 8-10 months from the date of receipt of order.

Delivery schedule shall be reckoned from the 10th day from the date of order.

4. Excise Duty: It will be paid extra as per prevailing Excise rules subject to submission of Excise Invoice documents. Present rate of ED is @ 10.3% (inclusive of education cess) .Refund/credit ,if any, shall be passed on to the buyer which shall be certified by auditor of the firm.

The following information must be contained in the invoice issued by the supplier for availing CENVAT credit

- Serial No. of Invoice
- Registration No.
- Address of the concerned Central Excise Division
- Name of the consignee
- Description of the goods
- Classification of the goods
- Time and date of removal
- Mode of Transport and vehicle registration
- Rate of duty
- Quantity and value of goods and
- Duty payable thereon

Following information must be contained in the said document for availing CENVAT credit on input service

- Serial No.
- Name, address and registration no. of person providing taxable services.
- Name and address of the person receiving taxable services.

- Description, classification and value of taxable services provided or to be provided
- Service tax payable thereon

5. Sales Tax : CST will be paid extra as applicable. Present rate is 2%

6. Freight & Transit insurance Charge : Freight Charges will be paid at actual against documentary evidence with a maximum ceiling up to Rs.93120.00.00 (inclusive of service tax as indicated above). Transit insurance will be paid at actual against documentary evidence with a maximum ceiling up to Rs.1980.00(inclusive of service tax as indicated above)

7. Security Deposit: Exempted being a Public Sector Undertaking.

8. Performance Guarantee : The availability of the equipment shall not be less than 85%(Eighty Five Percent) for a period of 12(twelve) months from the accepted date of commissioning. The penalty for low performance will be calculated on landed basis i.e .Basic price + ED + ST + Transportation charge etc. will be recovered , if required from the Performance Bank Guarantee The value of the performance Bank Guarantee to be submitted by you will be Rs.9,99,563.00 valid for 21 months from the date of receipt and acceptance of equipments.

9. Liquidated Damage: In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option either to enforce the following:

a)To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(Half Percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent) and where felt necessary by BCCL, it may be increased up to 15 %.

- To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or
- To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply/or
- To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 9 (a) above except in case of force majeure condition
- Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Limited, shall be entitled to recover such sum by appropriating in part or in whole by deducting any

sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay. Bharat Coking Coal Limited, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

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

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

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

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

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

12. Performance Bank Guarantee: You shall furnish a Performance Guarantee equivalent to 10% of the total value of the supply order / contract (by adding Excise Duty and Sales Tax etc to the FOR destination price of the equipment ordered. The performance guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached as **Annexure-E** (on a non judicial stamp paper of value Rs.250.00 only). This Bank Guarantee shall be initially valid for a period of 21 months from the date of receipt and acceptance of equipment and the same shall either be released or extended depending upon the merit of the case. This Performance Guarantee shall be for the performance of the Contract / Supply. The value of the performance Bank Guarantee to be submitted by you will be Rs.9,99,563.00. **No payment will be released without submission/acceptance of PBG.**

13. Fitment Guarantee Certificate (For Filters and O Rings for first 3000 working hours): A Fitment Guarantee Certificate should be submitted to the effect that the

offered items shall fit and function in the equipment, on which they are intended to be used, without any modification or alteration.

14. INSPECTION AND TESTS:

a) 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.

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

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

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

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

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

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

15. Submission of Bills- The duly stamped and pre-receipted bills in quadruplicate, as per terms of the contract must be submitted to the Paying Authority along with the following documents :

a) Pre-despatch Inspection note and receipt of equipment

certificate by the concerned Project Officer

b) Road challan /RR

c) Consignment Note

d) Test and guarantee/Warranty Certificate

e) Copy of Invoice cum Excise Duty Gate Pass

f) Any other statutory documents required.

Covering 80% value of complete equipment (including accessories plus 100% Excise duty, Transportation & Insurance Charges and Concessional CST as applicable).

ii) Bills in quadruplicate along with other necessary documents, duly stamped and pre-receipted, for balance 20% value of the equipment, accessories should be submitted to the consignee for forwarding the same to paying authority concerned for payment stipulated as above. The consignee will attach the final stores receipt voucher and forward the same to the paying authority for payment.

A copy of each of the above bills with the stipulated copies of documents must be submitted to this office simultaneously on presentation of your bills to the paying authority.

N.B : All documents submitted by you in support of quality certification ,payment of duty, Taxes etc., must be either the original one or a copy duly authenticated and certified by a responsible officer of your Company after verification with the original.

16. Erection and Commissioning Charge – nil.

17. Consignee – Depot Officer ,Central Stores , Jealgora.

18. Paying Authority- GM(F)MM Koyla Bhawan.

**19. ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND
HIGH COURT JURISDICTION ONLY.**

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY OF RELATED TO FILTER & “O” RINGS AND TOOLS & TACKLES WILL BE AS PER OUR NIT.

Encl: (i) Equipment Specification. & scope of Supply:Annexure- A

- (ii) List of Filters & “O” Rings required for initial 3000 hrs of operation: Annexure B
- (iii) List of Tools : Annexure C
- (iv) General Terms & Conditions : Annexure D
- (v) Format of Performance Bank Guarantee: Annexure E
- (vi) Quality Assurance Plan :Annexure F
- (vii) Technical Spec. sheet: Annexure G
- (viii) Equip. Tech. description: Annexure H
- (ix) Hyd. Sys. Description and circuit: Annexure-I
- (x) Instrumentation details: Annexure J
- (xi) Major Bought out items: Annexure K
- (xii) Engine performance curve: Annexure L

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(M.K.Singh)
Sr Manager (MM)

(L.K.Jha)
Chief Manager(MM)

INDENT REFERENCE

Sl.no	Indent no. and Date	Budget Certification no. & dt.
1	RS/01/BA-Cap/Excv/07-08/09 dated 07-12-2007 of Area-I IR No.0253 (07-08) dated 26-02-2008	Existing Code 7615 No. CAP/P&M/BCCL/C&B/BE-RE/11-12 104 dated 29-09-2011 for Rs.95,95,628.00

Copy to

1. D(T)Opr/D(T)P&P/D(F)
2. GM(Excv) ,GM(Finance) I/C
3. GM(Area-I)
4. GM(F)MM
5. Depot Officer , Central Stores , Jealgora.
6. GM(MM) , CIL/SECL/CCL/WCL/NCL/MCL/ECL
7. Master File
8. Tech Cell
9. M/s ITI Ltd., Regional Office,F-29,Ground Floor, Doorvani Nagar,
Banglore-560016

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

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

- i. "Contract" means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.
- ii. The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
- iii. "CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.
- iv. The Chairman – cum- Managing Director means Chairman – cum Managing Director of Bharat Coking Coal Ltd.
- v. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
- vi. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
- vii. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.
- viii. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
- ix. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
- x. The term PARTICULARS shall mean the following :
 - a. Specification
 - b. Drawing

- c. Sealed pattern denoting a pattern sealed and signed by the inspector
- d. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
- e. Trade pattern denoting a standard of the ISI or other standardizing authority of Bharat Coking Coal Limited and / or a general standard of the Industry and obtainable in the open market.
- f. Proprietary make denoting the product of an individual manufacturer
- g. Any other details governing the construction, manufacturer and or supply as existing in the contract
- xi.** STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
- xii.** The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
- xiii.** The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.
- xiv.** Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
- xv.** WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
- xvi.** UNIT & QUALITY means the unit and quantity specified in the schedule.
- xvii.** SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.

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

- i.** The consignee at his premises or
- ii.** Where so provided the interim consignee at his premises or
- iii.** A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
- iv.** The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.

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

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

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

6 (a) Parties :The Parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.

(b) Address to which communications are to be sent for all purposes of the contract, including arbitration there under, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid. Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.

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

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

The prices should be included of Excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be separately indicated. In case of contracts providing for free delivery to the consignee, octroi charges shall be included where leviable.

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

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

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

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

vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also

what are fast moving, medium moving, slow moving and insurance spares and the period upto which they are likely to last.

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

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

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

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

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

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

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

b) Change in a Firm:

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

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

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

10 **(a) Consequence of Breach:** Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorise the

purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as far as applicable shall apply.

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

11 Use of raw materials secured with Government assistance:

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

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

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

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

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

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

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

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

12 The tenderers in case of imported items, shall clearly mention in the question that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis

and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.

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

- a.** The service that will be rendered by them as manufacturer's agent
- b.** The name and address of agents, if any, in India, and
- c.** The agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India

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

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

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

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

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

d) Liability for Costs of Laboratory Test : In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which

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

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

f) Stores Expended in Test : Unless otherwise provided for in the contract, all stores/materials expended in test will be to suppliers account.

g) Inspector – Final Authority and to Certify Performance

i. The Inspector shall have the power : Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturer.

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

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

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

(h) Consequence of Rejection : If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to “

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

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

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

(i) Inspector's Decision as to Rejection Final : The Inspector's decision as regards the rejection shall be final and binding on the supplier.

(j) Where under a contract, the price payable is fixed on FOR station of despatch basis, the supplier shall, if the stores are rejected at destination by the consignee,

be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.

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

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

(m) Removal of Rejection

- i. Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.
- ii. Such rejected stores shall under all circumstances lie at the risk of the supplier for the moment such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

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

16 Packing and Transport

(a) It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.

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

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

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

(e) A complete list of contents in each package called the packing list will be prepared

and one copy will be packed in the package itself and another copy will be forwarded to the consignee in advance.

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

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

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

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

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

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

23 Freight: The stores shall be dispatched at Public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure caused to the purchaser. Where alternative routes exist, CIL and or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the supplier.

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

25 Laws Governing the Contract.

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

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

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

(d) **Marking of Stores:** The marking of the stores must comply with the requirement of the law relating to merchandise marks for the time being in force in India.

26 Corrupt Practices:

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

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

27 Insolvency and Breach of Contract

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

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

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

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

28 Progress Report

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

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

29 All disputes arising out of this contract shall be under the jurisdiction of Dhanbad /Jharkhand Court only and as per the “Law of the Land”.

EQUIPMENT SPECIFICATION OF TYRE HANDLER BL14TH

A.Scope of Supply

A.1

Equipment Package:

BEML model BL14TH Tyre Handler powered by BEML model BS6D105-1 diesel engine having rated BHP of 10KW(148 HP)& Fly wheel horse power of 94kw(126HP).Erection and commissioning of equipment at site will be your responsibility. The supplied equipment can be used for tyre stockpile, removal and reinstallation.

A.2

Supplementary Items

- I. The Equipment shall be provided with a comprehensive tool kit, which shall include any special tools required for erection, commissioning and for the maintenance and repair of all the Equipment.**
- II. First fill of all oils , grease and lubricants needed for test and commissioning of each equipment .**
- III. All filters & O rings except standard engine filters required for first 3000 working hours .**

A.3

Information and Drawings

The following items will be supplied by you will supply along with the equipment :

- (a) One suitably illustrated copy of Operating, Repair and Maintenance Instructions for all the equipment, written in the English language, substantially bound in book form;
- (b) One suitably illustrated copy of detailed Spares Parts Manuals covering all plant, Equipment and accessories substantially bound in book form;

You shall also submit the data identified in the specifications for each item of Equipment proposed. In addition to the Equipment drawings requested, where appropriate you shall supply detailed drawings illustrating erection/assembly site(s), foundation and accommodation requirements for such items as drive motors, switch installations etc.

A.4

Erection/Assembly, Commissioning and Performance Testing

You 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.

A.5

Training

You shall also be responsible for the provision and delivery content of any suitable training programmes necessary for operation and maintenance of the Equipment.

B. General Requirements

B.1

Geography and Climatic Conditions

Elevation

The natural surface varies from 100 to 1000m above mean sea level.

Climate

The climate is sub-tropical to tropical, dusty, with a hot and humid atmosphere.

Monsoon rains occur in the period from June to October.

Conditions

98%

0° C

50° C

**Ambient
Relative Humidity
- Maximum**

**Temperature
- Minimum**

Maximum

Rainfall	The mean annual rainfall is 1,000 mm, 90 to 95% of which may fall in rainy season from June to October .
South Westerly	Wind April to September - South to
Westerly	October to March - North
average	Speed - 8 km per hr
hr maximum	- 100 km per
abrasive . B.2 and Machinery)	Under foot Slushy and highly Goods (Equipment
Detailed specifications of the Equipment to be supplied are given in Part D of this section. In general, all items shall be: <ul style="list-style-type: none"> new , unused and of the current design (incorporating latest proven features) and not likely to be discontinued or become obsolete in near future designed and constructed to handle without overload and for the working hours stated, the maximum volumes/rates specified; designed to facilitate ready access, cleaning, inspection, maintenance and repair of component parts; designed to facilitate rapid changeover of consumable items. 	
The component parts of all items shall, wherever possible, be selected from the standard ranges of reputable manufacturers.	
The Equipment and accessories shall be physically robust and where necessary capable of dismantling for transportation and ready re-assembly using simple tools. All Equipment items provided shall be designed to be compatible within the proposed overall Scope of Supply.	
Electrical Equipment shall provide all protection devices, controls and interfaces for the Equipment to operate safely and efficiently.	
All workmanship and materials shall be of first class quality in every respect.	
All parts and surfaces which are exposed to corrosive environments shall be suitably protected to prevent any effects of corrosion or erosion.	
B.3	Standards
Beside conforming to the Standards specified in the Equipment Specification in Part D , 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 <u> <i>Système International d'Unités (S.I.)</i> .</u>	
B.4	Suppliers
Responsibility	
You shall accept responsibility for the provision of complete operatable and compatible Equipment and systems within the Scope of Supply. This document identifies only the major items required for the installation and you shall ensure that the total supply includes all necessary Equipment for it to function effectively and safely. Any additional items you consider necessary to ensure compliance with such a requirement shall be identified and included.	
If you observe that this Specification document contains any anomalies, ambiguities, flaws, errors or omissions, the Supplier shall immediately bring these to the attention of the Purchaser.	
You 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 Your supervision in conjunction with the BCCL's nominated personnel	
B.5	Spare Parts
Provisions	
B.5.1	Availability of Spare
Parts.	

All items and Equipment proposed shall be of current design and manufacture. You shall warrant that sufficient spares and servicing facilities will be available to maintain the Equipment in use throughout its life.

B.5.2 Provision of Spare Parts

Within the Contract Price, BCCL shall agree to purchase all filters and O rings except standard engine filters required for first 3000 hours of operation of each equipment .

You shall stock sufficient fast moving & maintenance and other spares in their Local Depots to ensure maximum availability of their equipment

**B.5.3
Parts**

Emergency Spare

You shall ensure that Spare Parts required urgently by the Purchaser for repair of breakdown equipment are supplied at over riding priority .

B.5.4 Lifetime Spare Parts

You undertake and guarantee to produce and maintain stocks, to be available for purchase by the Purchaser under separate agreement, of all Spare Parts and Consumables as may be required for maintenance and repair of the Plant throughout its working life. In the event that you wish to terminate production of such Spare Parts, you shall:

- (a) give not less than six months notice in writing of it's intention to terminate production in order to permit the Purchaser (BCCL) reasonable time in which to procure needed requirements; and
- (b) immediately following termination, provide to the Purchaser (BCCL) at no cost, manufacturing drawings material specifications and all necessary permissions to facilitate manufacture of the Spare Parts elsewhere.

In any event, you shall not seek to terminate manufacture of spare parts for a period of not less than ten (10) years from Taking-Over.

**B.5.5
Fluids**

Oils, Lubricants and

Not less than one (1) month before the scheduled date for Acceptance, you shall provide to BCCL a detailed schedule of all necessary oils, lubricants, fluids and the like for the operation and maintenance of Equipment. The schedule shall indicate estimated annual consumption and specify the appropriate international standard number or the name and reference number of an equivalent available in India considered to be acceptable by you.

B.5 6

General

Nothing in this Clause B.5 shall relieve you of any Guarantee, Availability, Performance or other obligations or liabilities under the Contract.

B.6

Composite Warranty

/ Guarantee

You shall warrant that the equipment supplied under this contract is :--

- a) In accordance with the contract specifications .
- b) The equipment will be warranted against any manufacturing defects/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.

The warranty shall cover for total equipment so that ultimate responsibility lies only with you although components may be supplied by different suppliers to you .

B 7 Performance Guarantee

B.7.1

Introduction

B.7.1.1 You shall guarantee that the Equipment supplied pursuant to this Contract shall be available for use by the Purchaser and shall meet the performance criteria specifications at the level and in accordance with the terms and conditions of the Availability Guarantee herein contained.

B.7.1.2 Where Equipment supplied under the Contract fails to meet the criteria of the Availability Guarantee, you shall, at it's own cost, provide suitably qualified and experienced personnel at Site to demonstrate to the Purchaser's satisfaction that the required level of availability can be achieved and maintained.

B.7.1.3 You shall provide the Services of such personnel at Site within seven (7) days of notification by the Purchaser that the availability criteria has not been met in any one (1) month.

B.7.2

Guarantee

B.7.2.1 You shall guarantee that the Equipment supplied pursuant to the Contract shall be available to the Purchaser at the level hereinafter defined to perform to criteria of not less than that defined in the Technical Specifications incorporated in the Contract.

B.7.2.2 You shall guarantee that the Equipment shall be available to perform its duty to minimum criteria and to the minimum availability percentage level as defined in the individual Equipment Specifications included as the Attachment to the Technical Specifications. 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. damage due to abusive use or incorrect operation methods by the Purchaser;
- II. accidents;
- III. strikes or stoppage of work by the Purchaser's personnel;
- IV. natural disaster;
- V. lack of Spare Parts not attributable to a failure of the Supplier, its Agents or Representatives.

Downtime shall also specifically include all hours lost due to failures determined to be guarantee failures.

You shall state the number of hours per day required to carry out (a) and (b) above. The time stated shall, with the agreement of the BCCL, form the basis of the assessment of the availability.

BCCL will assist you, without relieving you of any other obligations under the Contract, to achieve the guaranteed availability by:

- 1. Providing normal and proper maintenance, including preventative maintenance in accordance with your standard/published recommendations, and making all necessary repairs using only genuine manufacturer's spares .
- 2. Providing co-operation to your authorised representatives, complying with all reasonable procedural suggestions to improve efficiency of machine operation or reduce downtime.
- 3. Where appropriate, providing and maintaining such conditions as:
 - Proper electrical Supply
 - Terrain Area
 - Bench preparation
 - Reasonable floor conditions
- 4. Providing your authorised representatives access at all reasonable times to the machine service and repair facilities.

Maintaining a log-book 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 your representative.

B.7.3 Effect and Duration
of Guarantee

B.7.3.1 This Guarantee shall become effective on the day on which the Equipment is commissioned at the Site. Commissioning shall be evidenced by the issue of the BCCL's Acceptance Certificate.

B.7.3.2 This Guarantee shall remain effective for twelve (12) months from the date of commissioning, irrespective of the hours operated by the Equipment during the period of the guarantee.

B.7.3.3 In the event that the Equipment fails to achieve the Availability herein provided during this twelve (12) month period, you shall be liable to pay to the BCCLr, as Penalty , a sum equal to , as indicated hereunder for each equipment : -

- a) 1% of the delivered
price of the equipment for every percentage reduction from the Guaranteed Availability for the first 5%

- b) 10% of the
delivered price of the equipment for reduction beyond 5% from the Guaranteed Availability .

You have however the option to modify the equipment , if felt necessary , to bring its availability to the guaranteed level within three (3) months after expiry of initial guarantee period of twelve (12) months from the date of commissioning .

B7.3.4 When you are 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).

B7.3.5 SPECIAL CONDITION

The machines under supply against order should have the same major assys. / sub assys. which were fitted on the machines supplied against CIL’s last supply order. In case any change is contemplated prior clearance of BCCL will be necessary.

B.8 Quality Assurance

B.8.1 You should furnish in detail its quality assurance plan for various stages of manufacture.. The Quality Assurance plan shall comply with an internationally recognised quality assurance standard such as ISO 9000.

B.8.2 You shall provide facilities to BCCL or their authorised representatives for progress inspection during manufacture at his works and furnish all test data available in this regard for quality control, both for bought out items and his own manufactured items.

B.8.3 BCCL or his agent, when so required by him, shall also be provided with samples of “bought-out” materials for the purposes of undertaking independent tests which independent tests shall be at the expense of the Purchaser.

B.9 After Sales Service / Product Support.

You must have adequate facility for product support for such machines in India with nearest Depot / Warehouse , Service facility and Personnel. Details of such facilities are to be mentioned as at clause 9 of Equipment Specification.

1.

3.

2.

BEML model BL14TH Tyre Handler powered by BEML model BS6D105-1 diesel engine having rated BHP of 10KW(148 HP)& Fly wheel horse power of 94kw(126HP).Erection and commissioning of equipment at site will be your responsibility. The supplied equipment can be used for tyre stockpile, removal and reinstallation.

References

Equipment The following International Standards are referred to in, and form part of, the Specification:

S	ISO 2867	Earth-moving machinery - Access systems
p		
e	ISO 3449	Earth-moving machinery - Falling-object protective structures - Laboratory tests and performance requirements
c		
i	ISO 3450	Earth-moving machinery - Wheeled machines - Performance requirements and test procedures for braking systems
f		
i		
c	ISO 3457	Earth-moving machinery - Guards and shields - Definitions and specifications
a		
t	ISO 3471	Earth-moving machinery - Roll-over protective structures - Laboratory tests and performance requirements
i		
o	ISO 5010	Earth-moving machinery - Rubber-tyred machines - Steering requirements
n		
o	ISO 5998	Earth-moving machinery - Rated operating load for crawler and wheel loaders
f		
E	ISO 6014	Earth-moving machinery - Determination of ground speed
a	ISO 6405-1	Earth-moving machinery - Symbols for operator controls and other displays - Part 1 :
r		Common symbols
t		
h	ISO 6405-2	Earth-moving machinery - Symbols for operator controls and other displays - Part 2 : Specific symbols for machines, equipment and accessories
M		
o	ISO 6682	Earth-moving machinery - Zones of comfort and reach for controls
v		
e	ISO 6750	Earth-moving machinery - Operation and maintenance - Format and content of manuals
r	ISO 7131	Earth-moving machinery - Loaders - Terminology and commercial specifications
I		
y	ISO 7457	Earth-moving machinery - Measurement of turning dimensions of wheeled machines
r	ISO 9249	Earth-moving machinery - Engine test code - Net power
e		
H	ISO 10968	Earth-moving machinery - Operator's controls
a		
n	The tyre handler shall meet all operational safety norms, environmental protection norms. Any other statutory	
d	requirement & norms ..	
I		

Design Criteria

r The tyre handler shall be capable of operating for protracted periods on a system of 3 shifts each of 8 hours duration per day throughout the year.

The handler shall be capable for changing the tyre assembly in workshop and holding & carrying the inflated tyre assembly to the coal mine area, which normally have rough terrain, for change of tyre on the equipment gone under breakdown during operation on account of OTR Tyre. It shall also facilitate removal and installation of inner tyre of the dual tyres fitted in respective earth movers.

The tyre handler shall be based on wheel loader and have suitable attachment for handling earth mover tyres size ranging from 18.00 x 25 to 36.00 x 51 with rim including wide base tyres such as 23.50x25, 21.00 x 25, 29.50 x 29 etc. The capacity of equipment shall match with the requirement of tyre handling i.e. lifting and carrying to the site with max weight of assembled tyre (about 3500 kgs).

The tyre handler shall have the following working ranges

- i. Clamping span - 14200 mm to 3380 mm
- ii) Lift height - Minimum 3200 mm

4. Technical Requirement

4.1 Engine

The tyre handler should be powered by direct injection 4-stroke Diesel Engine of 110 kw gross power measured at 2000 r/min. according to ISO 9249. The Engine should be provided with 24V Electric starting, dry-type 2-stage air cleaner and fuel filter with water separator. Engine should be provided with water jacket cooling system and thermo static control. An Engine driven water pump should re-circulate the water through a heavy duty radiator. The system should be capable of providing sufficient cooling to allow the machine to continuously operate at the full rated output at maximum ambient temperature of 50 deg. C. The moving parts of the engine should be lubricated by an engine driven oil pump with full flow oil filtration and cooling.

4.2 Transmission

The tyre handler shall be provided with a full power shift hydraulic transmission and suitable torque

converter. Pan guard should be provided for protection from external damage to designed to minimize the accumulation of dirt and debris.

4.3 Differential & Final Drives-

All wheel drive with planetary and limited slip differential on both front and rear axle should provide positive traction while loading to meet the requirement of operating parameters given in design criteria.

.

4.4 Steering

Full power Hydraulic steering should be provided. The minimum articulation angle should be about

25° either side. Minimum Turning radius should be about 7.2 Meters to 7.5 Meters.

4.5 Hydraulic

i. For Steering, Lift & Dump – Vane pump having flow rate of 320 ltrs. /min. should be provided with control valve of double spool type for lift system- raise, hold & Lower and dump system- Roll back, hold and dump. Lift & dump action will be through suitable capacity double acting hydraulic cylinders.

ii. For Tyre Handler – Tyre handler shall be provided with suitable vane pump (Tandem) and hydraulic control valve

having controlled from the operator's Cab. Clamping circuit should be independently controlled with

provision of locking valve to ensure safe and positive clamping.

4.6 Tyre handling attachment

The tyre handler should have features for pad rotation, body rotation and side shift arrangement for precise tyre alignment. The Head assembly can rotate 350 deg. and clamping pad can rotate 360 deg. continuously. The drive should be of a spur gear type. The lateral shifting of 100 mm should be provided on either side. The contact pads should be designed to grip a wide range of tyre tread profiles and clamping force should be 19504 kg.

4.7 Brakes

Air over hydraulically wet multiple disc-type brake should be provided for both front and rear axles. Spring actuated and hydraulic released parking brake should be provided. Fail safe SAHR parking brake should be provided on transmission output.

4.8 Hoses

All hoses and piping should be as per relevant SAE/DIN Specification and shall be grouped as far as possible and suitably clipped to reduce damage from scuffing.

4.9 Tyres

Suitable size tyres shall be provided to meet the requirement of operating parameters given in the design criteria. The equipment shall be provided with L-3 /E-3 type, 23.5 x 25(20 PR) tyres of reputed make..

4.10 Fuel Tank

The fuel tank shall be of sufficient capacity and be provided with a level indicator and a lockable hinged filler cap. The construction of the tank should be such that it provided for easy accumulation and drainage of water with minimum loss of fuel and arrangement of man hole for cleaning the tank from inside.

Fuel tank capacity should be sufficient for 16 hours of continuous operation with out re-fuelling. Fuel capacity gauge inside the cabin and vandalism protection screw cap for fuel tank should be provided.

4.11 Operator's Canopy

An operator's canopy with fully adjustable suspension seat and a cooling fan shall be provided.

All operating controls, monitoring and working signals should be conveniently located in consoles within easy reach of the operator and shall comply with ISO6405-1 and ISO 6405-2.

Steps, walkways and handrails which comply with ISO 2867 shall be provided for access to the operators cab and service points.

4.12 Gauges & Indicators

The following shall be provided as a minimum:

- a) Water temperature
- b) Engine oil pressure
- c) Transmission oil/Converter oil temperature
- d) Fuel capacity
- e) Engine Techometer
- f)Engine Hourmeter
- g)Air Pressure

4.13 Warning Alarms/Lights

Audio/visual warning alarms shall be provided for Reversing

4.14 Electrical Equipment

The tyre handler shall be provided with the following –

- i) 24 DC electrical system with suitably rated alternator of reputed make.Capacity 24V , 45A(LUCAS-TVS/REIL/Delco Remy/reputed make.
- ii) Electric starter of reputed make. Capacity 24V , 45A(LUCAS-TVS/REIL/Delco Remy/reputed make.
- iii) Voltage regulator of reputed make(Voltage regulator is built in alternator)
- iv Battery of 12, 150 Amp.Hrs. Volts of suitable Ah rating – 2 Nos. of reputed make.
- v) Battery isolation switch.

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

4.15 Lights

The following lights shall be provided

- i) Front and rear light.
- ii) Stop & tail lights
- iii) Instrument panel
- iv) Working light.
- v) Socket with switch for pendent light with minimum 5 Meter cable

4.16 Guards and Shields –

Adequate guards and shields shall be provided throughout the tyre handler.

4.17 **Fire fighting and fire suppression system**

2 Nos 5 kg fire extinguisher (Cartridge type)with dry chemical powder complying with IS 2171 should be provided and mounted on a heavy duty bracket for ease of removal. And second one should be supplied in loose condition. Fire extinguishers should have approval of DGMS in writing.

4.18 **Gradeability – 25 %**

5. **Auxiliary equipment and other requirement -**

The following shall also be provided on the tyre handler

- i) Towing hook.
- ii) Horn
- iii) General Tool kit for repair and maintenance with list & quantity.
- iv) Tyre inflation kit.

6. **Performance Guarantee**

In accordance with the provisions of clauses B.7.2.2 and B.7.3.2 of the Technical Specifications,you shall guarantee that the availability of the equipment shall be not less than 85% (eighty five per cent) for a period of 12 months from the accepted date of commissioning.

7. **Special Guarantees**

The following guarantee will apply for the different components

- i) Body chassis & differential - 10,000 hours or 1000 calendar days (whichever is earlier)
- ii) Complete engine system - 24 months or 6000 hours (whichever is earlier In case of failure of engine system within 6000 hrs. , the failed components of the engine system will have to be

.

10.1.4 Transmission

- a) Make and model- ZF transmission ,
Germany Model : WG 190 ERGO POWER
- b) Type - Full power shift planetary
- c) Number of gear speeds - forward and reverse- 4 forward 3 reverse
- d) Travel speeds - forward and reverse- Forward speed :
 - 1st gear : 6.28 kmph
 - 2nd gear : 11.86 kmph
 - 3rd gear : 21.43 kmph
 - 4th gear : 31.4 kmphReverse speed:
 - 1st gear : 6.61 kmph
 - 2nd gear :12.24 kmph
 - 3rd gear : 22.34 kmph

10.1.5 Final Drive

- a) Type and make – Differential type & ZF
- b) Differential ratio – Axle ratio : 23.334
- c) Planetary ratio- Axle ratio : 23.334

10.1.6 Steering

- a) Type and make- Articulated full power steering . Danfoss/Reputed make.
- b) Minimum turning radius (over tyres) – 7200 mm
- c) Steering angle (each direction) – 25 deg.

10.1.7 Brakes -

10.1.7.1 Service brakes

10.1.7.2 Front

- a) Type – Wet .multiple disc type
- b) Actuating system – Air over hydraulic

10.1.7.3 Rear

- a) Type – Wet multiple disc type
- b) Actuating system -Air hydraulic

10.1.7.4 Parking brake

- a)
- b)

Type – Fail safe transmission
SAHR disc type mounted on Actuating system – Spring actuated & hydraulic release

10.1.8 Tyres

- a) Make- Good year/ MRF/CEAT/BKT/JK/DUNLOP/APOLLO/any other reputed make.
- b) Size and type- 23.5 x 25,L3/E3 type
- c) Tread – L3/E3 type
- d) Ply rating- 20 PR
- e) Rim size- 19.50 x 25

10.1.9 Hydraulic System

- a) Number, flow rates , operating pressures and Make & type of pumps – 1 no. tandem pump,vane type;320 Lpm & 50 lpm,175lpm kg/cm sq.Denison/Beljaon/Reputed make
- b) Number, piston diameters ,stroke lengths and make & model of cylinders 2 nos. Lift cylinder ; Bore Dia:150; Stroke:860mm;BEML/UT/WIPRO/Reputed
- c) Relief valve operating pressures- 140 kg/cm sq.

10.1.10Electrical System

- a) Starter make and model-a) Lucas TVS, 24V,4.5 kW
- b) Starter control make and model-b) Through Key Switch
- c) Alternator make and model – Lucas TVS 30A,24A,45A
- d) Batteries - numbers and rating – 2 nos.& 150 Ah
- e) Lighting details:

Following Lights have been provided :

i) Front & rear (nos): 2x70 W

ii) Instrument Panel(nos): 2x6 W

iii) Work light (no): 2x70W

10.1.11Clamping Arm

- a) c)
- b) d)
- e)

f) **Capacity (Tyre size Minimum Thru)- 18.00 x25 through 36x51**

g) Maximum Lift Capacity(Kg) – 3500 Kg

h) Body Rotation (Degrees)- 350 Kg

i) Clamping Span (MM) – 1480 to 3380 mm

Side shifting (MM)- 200 mm, 100 mm each side

Lifting Height(MM)- 3200 mm

Rotation System - Hydraulic

Lifting Capacity at Tyre Clamp(Kg)- 3.5 Tons

Static Tipping Load- Not applicable.

IST OF 3000 HRS FILTERS FOR BL14TH TYRE HANDLER(EXCLDING
ENGINE FILTERS)

SL No	PART No	D E S C	QTY
1	355 TM 91295	PRESSURE FILTER	6
2	116 HS 02091	HYD. FILTER	12
3	355 HS 91135	FILTER HYD. SUCTION	12
4	375 HS 02004	ELEMENT FILTER	24

ANNEXURE-B

ANNEXURE-C

STANDARD TOOL LIST FOR BL14TH TYRE HANDLER

SLN O.	DESCRIPTION	Qty
1.	TOOL KIT CONSISTS OF	1 SET
a	Double ended Spanner set (mm)	
	8x10	
	13x17	
	19x22	
	24x27	
	30x32	
	32x36	
b)	Ring Spanner 31x36	1no.
c)	Sliding 'T' handle 3/4"	1no.
d)	Sliding 'T' handle 3/4"	1no.
e)	Socket 1-1/8 & 3/4	1no.
f)	Socket 1-1/2 & 3/4	1no.
g)	Socket 32 mm	1no.
h)	Allen Key 5/16"	1no.
l)	Allen Key 3/8"	1no.
j)	Allen Key 5/8"	1no.
k)	Extension Bar 8"	1no.

Format of Bank Guarantee for PBG

(RS.250 non-judicial stamp paper)

Messers -----, a Company having its office -----
----- (hereinafter called the Contractor) has entered into
a Contract No. -----dated ----- (hereinafter called the said Contract) with Bharat Coking Coal Limited (hereinafter called BCCL, Buyer) to supply equipment on the terms and conditions contained in the said contract.

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

The ----- having its office at -----has at the request of Seller agreed to give the guarantee hereinafter contained.

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

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

contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the -----
------(date to be given), 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 effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser, against the said Seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said Seller or for any forbearance act or omission on the part of the Purchaser, or any indulgence by the Purchaser, to the said Seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Purchaser the said sum of ------(specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

5. We,-----Bank Ltd., further agree to renew the Bank Guarantee from time to time at the request of the BCCL.

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

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

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

Dated :..... Day of 20.....

for Bank Limited.

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