



सेंट्रल कोलफील्ड्स लिमिटेड
CENTRAL COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
A Mini Ratna Cat-I Company
Office of the General Manager (E&M)
DARBHANGA HOUSE, RANCHI-834001, JHARKHAND.
Phone: 0651-2360788 / 2365500, FAX : 0651-2360389.
Website: <http://www.centralcoalfields.in>,
E-mail : gmenm.ccl@coalindia.in



GLOBAL e-TENDER CUM REVERSE AUCTION NOTICE
NIT DOCUMENT
FOR

Setting up of 1.0 MTY x 07 nos., 400 TPH (rated) and 2.0 MTY x 07 nos., 500 TPH (rated), Semi-Mobile/Skid Mounted Crushing/Sizing / Breaking units for input Blasted ROM Coal to output size (-)100 mm, in 3 dimensions at different Areas/Project of CCL as per schedule of requirement including Supply of Equipment, Plant Installation, Commissioning, Operation and Maintenance with spares, consumables etc. on Risk Gain sharing Basis on CCL funding.

VOLUME – I (Commercial)

TENDER NOTICE NO. : GM(E&M)/Tender/18/1012

Dated:26/03/18



March, 2018

CENTRAL COALFIELDS LIMITED
(A SUBSIDIARY OF COAL INDIA LIMITED)
DARBHANGA HOUSE, RANCHI
GLOBAL e-TENDER CUM REVERCE AUCTION NOTICE

NIT No: GM(E&M)/Tender/18/1012

Dated:26/03/18

1.0 Digitally signed and encrypted e-Tenders are invited under “**Two-Part with Reverse Auction**” on the website <https://coalindiatenders.nic.in> from the reputed and experienced Manufacturer/ contractors for the following work:

Sl. No.	Description of work	Tendered Quantity	Estimated Total Project Cost (In Crores)	Bid Security	Period of the Contract
(i)	Setting up of 1.0 MTY x 07 nos., 400 TPH (rated) and 2.0 MTY x 07 nos., 500 TPH (rated), Semi-Mobile/Skid Mounted Crushing/Sizing / Breaking units for input Blasted ROM Coal to output size (-)100 mm, in 3 dimensions at different Areas/Project of CCL as per schedule of requirement including Supply of Equipment, Plant Installation, Commissioning, Operation and Maintenance with spares, consumables etc. on Risk Gain sharing Basis on CCL funding.	14 Nos. (7+7)	Rs.142.21 Crore or 1422.1 million (14 nos. Crushing Plant Package Cost = 52.08 Crores) (a) For one no. 1 MTY 400 TPH machine package cost = Rs. 3.65 Crores. (b) For one no. 2 MTY 500 TPH machine package cost = Rs. 3.78 Crores. (c) Overhauling /rehav will be done in the 4 th APP of crushing plant in mutually agreed period. (d) Second overhauling /rehav in the 7 th APP of crushing plant	Rs.50 Lakhs (5 million)/ Equivalent USD (The EMD shall be fixed as indicated in e-NIT irrespective of numbers of Packages selected for bidding).	9 years and 4/6 Months from the date of contract coming into force. 1(a) Four months- for supply, installation and commissioning of Crushing Plant Packages for indigenous bidder/supply from India. (b) Six-months for supply of Global manufactured equipment through Ocean freight. 2. Nine years for operation with maintenance from the date of commissioning (Further extendable on mutual consent.)

			in mutually agreed period. (details given in GCC).		
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NOTE: The bid documents will be available on the website(s) www.coalindiatenders.nic.in and can be downloaded by the bidder up to the bid submission end date. There is no Application Fee.

2.0 TIME SCHEDULE OF TENDER:-

SL. No.	Particulars	Date	Time
1	Tender e-Publication date	11.04.2018	10:00 Hrs
2	Document download start date	11.04.2018	10:00 Hrs
3	Document download end date	11.05.2018	17:00 Hrs
4	Bid Submission start date	11.04.2018	10:00 Hrs
5	Bid submission end date	11.05.2018	17:00 Hrs
6	Start date for seeking Clarification on-line	11.04.2018	10:00 Hrs
7	Last date for seeking Clarification on-line	04.05.2018	17:00 Hrs
8	Pre-Bid meeting date	16.04.2018	11:00 Hrs
9	Tender Opening date	14.05.2018	11:00 Hrs
10	Date of opening of price bid & start of Reverse bidding	System will inform through SMS & email alert to the eligible bidders.	

For detailed qualification requirements, bid security, tender notice & complete Tender documents including terms and conditions of works visit on e-tendering portal <https://www.coalindiatenders.nic.in> and Tender Notice shall be available at websites www.centralcoalfields.in <http://www.eprocure.gov.in/>. There is no application fee.

In order to submit the Bid, the bidders have to get themselves registered online on the e-procurement portal of CIL (<https://www.coalindiatenders.nic.in>) with valid Digital Signature

Certificate(DSC) issued from any agency authorised by Controller of Certifying agency , Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only .The registration should be in the name of Bidder whereas DSC holder may be Bidder himself or his duly authorised person.

General Manager(E&M)/HOD

Copy to:-

1. Director(Tech-Op), Director(Tech-P&P), Director(P), Director(F),CCL
2. TS to CMD,CCL
3. CVO,CCL
4. GM(System)-for uploading the NIT on CCL website and other govt. sites.
5. PRO,CCL- For Publication in Newspaper(s) as per norms.
6. General Manager(F)-A, General Manager(F)-Op. CCL Hq.
7. GM(MM), HQ,
8. Dr. B.P Nilratna, IAS(Retd.), IEM
9. Shri.Chaman Kumar, IAS(Retd.).IEM
10. TS to D(T-Op),D(T-P&P),D(P),D(F),CCL
11. CGM'S/GM'S of – Argada / CWS Barkakana / Hazaribag / Kuju / Dhori / B&K / Kathara NK / Piparwar / Rajhara/ Rajrappa/ BarkaSayal / MRS Ramgarh / CH Naisarai / Magadh & Amrapali.
12. NOTICE BOARD.
13. **Tender Committee :**
 - (i) Director(Tech)Opn.
 - (ii) General Manager(E&M)/HOD,
 - (iii)General Manager, (Operation) HQ
 - (iv)General Manager(P&P),
 - (v) General Manager(CMC),
 - (vi)General Manager(Fin.),

**DETAILED GLOBAL
e-TENDER CUM REVERSE AUCTION NOTICE
GLOBAL NOTICE INVITING TENDER (GNIT)**

NIT No: GM(E&M)/Tender/18/1012

Dated:26/03/18

1.0 The central Coalfields Limited (the “**Authority**”) is engaged in the development and operation of coal mines and as part of this endeavour, the Authority has decided to undertake the “Supply of Equipment, Installation, Commissioning and Operation & Maintenance of Fourteen numbers of coal crushing plant at different Areas of CCL” (the “**Project**”) through an OEM or a Crushing Plant Operator in conjunction with OEM as per specific design of crushing equipment explained in the Bid Document for crushing of ROM coal of adjacent mines delivered by the Authority to the plant and crushed coal of (-) 100 mm size to be delivered thereof to the Authority for a period of **Nine (09) years** from the date of commissioning and extendable thereafter with mutual consent at awarded rate of the ninth year (after considering escalation).

2.0 Pursuant to this GNIT, the Authority invites digitally signed and encrypted Bids on a “**Two-Part with Reverse Auction**” bidding basis on the website [<http://www.coalindiatenders.nic.in>] from reputed and experienced Bidders for the following work:

Sl. No.	Description of work	Tendered Quantity	Estimated Total Project Cost (In Crores)	Bid Security	Period of the Contract
(i)	Setting up of 1.0 MTY x 07 nos., 400 TPH (rated) and 2.0 MTY x 07 nos., 500 TPH (rated), Semi-Mobile/Skid Mounted Crushing/Sizing / Breaking units for input Blasted ROM Coal to output size (-)100 mm, in 3 dimensions at different Areas/Project of CCL as per schedule of requirement including Supply of Equipment, Plant Installation, Commissioning,	14 Nos. (7+7)	Rs.142.21 Crore or 1422.1 million (14 nos. Crushing Plant Package Cost = 52.08 Crores) (e) For one no. 1 MTY 400 TPH machine package cost = Rs. 3.65 Crores. (f) For one no. 2 MTY 500 TPH	Rs.50 Lakhs (5 million)/ Equivalent USD (The EMD shall be fixed as indicated in e-NIT irrespective of numbers of Packages selected for bidding).	9 years and 4/6 Months from the date of contract coming into force. 1(a) Four months- for supply, installation and commissioning of Crushing Plant Packages for indigenous bidder/supply from India. (b) Six-months for supply of Global manufactured equipment through Ocean freight. 2. Nine years for operation with maintenance from the date of commissioning

	<p>Operation and Maintenance with spares, consumables etc. on Risk Gain sharing Basis on CCL funding.</p>		<p>machine package cost = Rs. 3.78 Crores.</p> <p>(g) For overhauling in the 4th APP 20% of the equipment package cost and for 7th APP 25% of the package cost is considered in the estimate for 1 MTY crushing plant.</p> <p>(h) For overhauling in the 4th APP 25% of the equipment package cost and for 7th APP 30% of the package cost is considered in the estimate for 2 MTY crushing plant.</p>		<p>(Further extendable on mutual consent.)</p>
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NOTE:-

- (i) The Bidding Documents will be available in the websites [http://www.coalindiatender.nic.in]. The bid documents can also be downloaded from websites www.centralcoalfields.in / www.eprocure.gov.in
- (ii) Corrigendum, if any, shall be available only on www.coalindiatenders.nic.in
- (iii) There will be no application fee.
- (iv) Bid submitted by the firms debarred from participation in tenders of CCL/CIL including all subsidiaries of CIL shall not be considered if end date of bid submission(including extension if any) falls within the period of such debarring.

In order to submit the Bid, the bidders have to get themselves registered online on the e procurement portal of CIL (<https://www.coalindiatenders.nic.in>) with valid Digital Signature Certificate(DSC) issued from any agency authorised by Controller of Certifying agency , Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost` and one time activity only .The registration should be in the name of Bidder whereas DSC holder may be Bidder himself or his duly authorised person.

3.0 SCHEDULE OF REQUIREMENT:-

Sl. No.	Description of work	Quantity (In nos.)	Crushing capacity required (In MTY)
(i)	Setting up of 1.0 MTY x 07 nos., 400 TPH (rated) and 2.0 MTY x 07 nos., 500 TPH (rated), Semi-Mobile/Skid Mounted Crushing/Sizing / Breaking units for input Blasted ROM Coal to output size (-)100 mm, in 3 dimensions at different Areas/Project of CCL as per schedule of requirement including Supply of Equipment, Plant Installation, Commissioning, Operation and Maintenance with spares, consumables etc. on Risk Gain sharing Basis on CCL funding.	07	1MTY
(ii)		07	2MTY
TOTAL		14	21MTY

PROBABLE SITE OF INSTALLATION:

Sl. No.	Description of work	Qty (In nos.)	Project/ Siding	Crushing capacity required	Address
(i)	Setting up of 1.0 MTY x 07 nos., 400 TPH (rated) and 2.0 MTY x 07 nos., 500 TPH (rated), Semi-Mobile/Skid Mounted Crushing/Sizing / Breaking units for input ROM Coal size (up-to 1200 mm max) to output size (-)100 mm, in 3 dimensions at different Areas/Project of CCL as per schedule of requirement including Supply of Equipment, Plant Installation, Commissioning, Operation and Maintenance with spares, consumables etc. on Risk Gain sharing Basis on CCL funding.	1	Kathara, Govindpur Phase. II	1MTY	General Manager (Kathara area) at- Kathara, PO- Kathara, PS - Bokaro Thermal Distt- Bokaro (Jharkhand) Pin – 829116
(ii)		1	Dhori Siding	2MTY	General Manager AT-DAKRA, PO- DAKRA DISTT- RANCHI (JHARKHAND) PIN - 829210
(iii)		1	Tarmi Siding	2MTY	General Manager AT- DHORI, PO- DHORI DISTT- BOKARO (JHARKHAND) PIN- 825102
(iv)		1	Topa Siding	2MTY	General Manager (Kuju Area) Hesagraha, Kuju, DISTT- HAZARIBAGH (JHARKHAND) PIN -825316
(v)		1	Kuju Siding	1MTY	General Manager (Kuju Area) Hesagraha, Kuju, Distt- Hazaribagh (Jharkhand) PIN -825316
(vi)		1	NR Siding	2MTY	General Manager (Kuju Area) Hesagraha, Kuju, Distt.- Hazaribagh (Jharkhand) PIN -825316
(vii)		1	KDH Siding	2MTY	General Manager AT-Dakra, PO - Dakra Distt. – Ranchi (Jharkhand) PIN – 829210
(viii)		2	KDH Siding	2x1MTY	General Manager AT-DAKRA, PO- DAKRA DISTT- RANCHI (JHARKHAND) PIN – 829210
(xi)		1	Dakra	1MTY	General Manager AT-DAKRA, PO- DAKRA

		Siding		DISTT- RANCHI (JHARKHAND) PIN – 829210
(x)	2	Magadh & Amrapali (Rajdhar Siding)	2x2MTY	General Manager M&A Area. AT-DAKRA, PO- DAKRA DISTT- RANCHI (JHARKHAND) PIN – 829210
(xi)	1	Barka- Sayal (Sayal-D- New siding)	1MTY	GENERAL MANAGER (BARKA SAYAL AREA) AT- SAYAL, PO- SAUNDA DISTT- RAMGARH (JHARKHAND) PIN- 829125, Jharkhand
(xii)	1	Sirka Siding	1MTY	GENERAL MANAGER (ARGADA AREA) AT- SIRKA, PO- ARGADA DISTT- HAZARIBAGH (JHARKHAND) PIN- 829101
TOTAL (In nos.)		14	21 MTY	

4.0 TIME SCHEDULE OF TENDER:-

Sl. No.	Activity	Date	Time (IST hours)
1	Tender e-Publication date	11.04.2018	10:00 Hrs
2	Document download start date	11.04.2018	10:00 Hrs
3	Document download end date	11.05.2018	17:00 Hrs
4	Bid Submission start date	11.04.2018	10:00 Hrs
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6	Start date for seeking Clarification on-line	11.04.2018	10:00 Hrs
7	Last date for seeking Clarification on-line	04.05.2018	17:00 Hrs
8	Pre-Bid meeting date	16.04.2018	11:00 Hrs
9	Tender Opening date	14.05.2018	11.00 Hrs
10	Date of opening of price bid & start of Reverse bidding	System will inform through SMS & email alert to the eligible bidders.	

5.0 GENERAL INSTRUCTIONS:-

5.1 Bidders must review the Bidding Documents as a whole, and ensure that their Bids are as per the terms of the Bidding Documents and / or any of the sections/attachments/formats thereto at any time prior to the Bid Due Date.

Addendum/Corrigendum, if any, shall be available only on portal www.coalindiatenders.nic.in

5.2 The Bidders are expected to examine the Bidding Documents, including all instructions, forms, terms, specification, conditions, and other documents and requirements of the Bidding Documents. Failure to furnish all or any information required by the Bidding Documents or submission of a Bid not responsive to the Bidding Documents in every respect may result in the rejection of the Bid. Bidders shall be deemed to have understood and taken into account all the terms and conditions prescribed in the Bidding Documents.

5.3 Words and expressions beginning with capital letters used in this NIT without being defined shall have the same meaning as assigned to them in the SCC, the Contract Agreement or the other Bidding Documents.

6.0 DEPOSIT OF EMD/BID SECURITY:-

6.1 A Bidder shall furnish, as part of its Bid, a Bid security for an amount indicated in clause no 2 of NIT.

6.2 Bidders shall deposit EMD through online payment gateway provided on the e-procurement portal.

(a) In the online mode, the bidder can make payment of EMD through Axis Bank payment Gateway by net banking from designated bank or through NEFT/RTGS from any schedule bank to CIL bank account against Challan generated by e-procurement portal.

(b) The payment of EMD made through online mode must be received in CIL account before the last date and time of submission of bid, otherwise the bidder shall not be able to freeze bid in the portal. It is advised that the payment of EMD should be made at least 2 days prior to due date and time of submission of tender to avoid any complications in submitting online bid before the schedule last date and time of submission.

(c) Physical mode of payment i.e. Banker cheques or Demand drafts or any other mode is not acceptable.

For overseas bidders EMD/Foreign Remittance may be drawn directly in the name of Central Coalfields Limited, SBI Account No: 10106155123 maintained at SBI, CCL Campus Branch, having the SWIFT facility bearing no: SBININBB560 and scanned copy of the documentary evidence for such direct remittance must be uploaded while submitting online bid in the provision of EMD exemption document.

7.0 EMD REFUND:-

- (a) The EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the bidders whose EMD is to be forfeited). Refund will be made by an automatic process triggered by the online rejection of bids by the system/evaluator. The bidders shall make payment from their own account and any claim for non-receipt of the refund in any account other than the one from which payment of EMD is made, will not be entertained. In case of overseas bidder submitting EMD in **SBI Account No: 10106155123 as above, refund shall be made offline** Further Earnest Money/Performance Security forfeited will be inclusive of GST.
- (b) If the refund of EMD is not received by the bidder in the account from which the payment of EMD has been made due to any technical reason then it will be paid through e-payment as per the prevalent manual system. The bidders should submit MANDATE FORM for e-Payment as per the format given in the bid document.
- (c) In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- (d) If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
- (e) The EMD of successful bidder (on Award of Contract) may be retained by CCL and will be adjusted to Performance Security Deposit or may be released against submission of BG against full amount of Performance Security Deposit.
- (f) **REVOCATION OF TENDER PROCESS:**. The Evaluator of tender shall ensure that the decision of Tender Committee is correctly uploaded on the e-Procurement portal. However, there may be situation when the decision of Tender Committee may have to be changed subsequently on account of a Court's verdict. Also, there may be circumstances when online evaluation of tender is not done correctly due to mistake by the Evaluator or due to technical error in the system, which may lead to cancellation of tender. In order to avoid the cancellation of tender in such cases, the tender process needs be reverted back to appropriate stage (i.e. bid Opening stage etc.) to comply with the Court's verdict or to rectify the error committed by the Evaluator. This provision in the e-Procurement system has been introduced with an objective to abide by the Court's verdict or to ensure that the tender process should not suffer due to any mistake committed by an individual or due to any technical error in the system. Revocation of Tender process back to Technical-bid opening stage or Price-bid opening stage from an advanced stage shall be done under the following circumstances:
 - (i) To comply with the directives of Hon'ble Court of Law.
 - (ii) If the Evaluator makes a mistake in online evaluation of tender, which is not in line with the Tender Committee decision.
 - (iii) If there is an error in the online evaluation of tender due to technical error in the system.

In all such cases the Tender Revocation Notice shall contain the details of the circumstances leading to revocation of tender process. The Revocation of Tender on the e-Procurement portal shall be done by way of creation and publication of corrigendum. However, since Revocation of Tender, in true sense, is not a Corrigendum to NIT, the Tender Revocation Notice will be uploaded only on the e-Procurement portal.

In case of revocation of Tender at any stage the auto-refund of EMD may not work properly and in such case it may be required by Tender Inviting Authority to arrange refund of EMD through conventional system of refund of EMD.

8.0 **PRE-BID CONFERENCE:** A Pre-bid conference shall be held at the conference hall of the DT(P&P), Damodar Building, Darbhanga House, Ranchi, at 11.00 am on date specified in GNIT.

9.0 **CLARIFICATIONS:** The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of e-Publication of NIT. The period for seeking clarification by bidder will be up to 7 (seven) days before the end date of bid submission. The replies to clarifications sought by bidders will be given by the department at least 2 (two) days before the end date of bid submission. The Tender Inviting Authority will be responsible for replying/responding to the clarifications online within the prescribed time frame. However, if the Tender Inviting Authority feels that the query is of such a nature that advice of tender committee or any other authority is required to give clarification, he may do so to reply the queries within the prescribed time limit.

10.0 **USER PORTAL AGREEMENT :**In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and Bid document undertaking and the e-Tendering system through <https://www.coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.

11.0 The objective of this Global Bid is to deploy crushing plant package to achieve optimum level of (-)100mm output crushing and safety of the crushing plant.<**The Authority**> is looking at minimum annual crushing of <one/two> Million tonne from each crushing plant to be operated on risk/gain sharing basis.

12.0 ELIGIBILITY CRITERIA : Offers are invited from the Bidders who, as an individual entity, individual company representing a group of companies, Joint venture company or as a consortium together, are in a position to comply with the technical and financial criteria given in 12A,12B &12C.

THE SCOPE OF SUPPLY,WORKS & SERVICES THERE OF SHALL BE AS UNDER:

- (i) Supply of equipment along with Guarantee spares & consumables for Operation & Maintenance during the warranty period.
- (ii) Installation &Commissioning of equipment as detailed in Bid Document;
- (iii)Guaranteed Daily availability of 20 hours per day.
- (iv)Operation & Maintenance Services for 9 APPs for guaranteed crushing of ROM coal;
- (v) Supply of maintenance spares & consumables for remaining Eight APPs (Excluding the warranty period of 1APP). In other words, beyond warranty period, the cost of maintenance spares & consumables of the machine from 2nd APP onwards till the contract period shall rest with the bidder which will be separately quoted by the bidder for each APP.

Shifting of Crushing Plant including dismantling, loading, transportation, unloading and re-installation & re-commissioning of the plant. There will be two slab of shifting (a) up to 50 Km, (b) beyond 51 Km and up to 200 Km. The work of shifting will be done on as and when required basis and will be decided by the CCL authorities. Price Variation Clause will be applicable on the cost of shifting as given in this bid document. The time frame for shifting along with installation is 45 (forty five)days from the date or written instruction from Equipment owner for shifting to a new place. Failure to carry-out instruction in time will attract penal action @ 1% per week with a maximum up-to 10% of Quoted shifting charges, plus extension of APP by the time of delay including 45days of shifting time though this 45days time is exclusive of APP (Prior advance notice of 60 days will be given before any shifting, if any).

THE BIDDERS BIDDING AS JOINT VENTURE COMPANY OR A CONSORTIUM MUST FULFIL THE FOLLOWING CONDITIONS RESPECTIVELY:-

JOINT VENTURE COMPANY: A joint venture company may undertake the contract. Each member / entity of the joint venture company will be responsible for completing the task as per the contract. 2 (two) or more (maximum 3) companies participating in the bid as a Joint Venture shall be required to submit their firm-wise shareholding/ partnership details, valid PAN card number or a valid Tax Registration No. (in case of foreign entities) and all other relevant details, as may be necessary for the execution of the Work. Similarly in case of MoU also the OEM may have Memorandum of Understanding with one Crushing Plant operator and another technical firm.

Joint Venture Company shall comply with the following:-

- (i) Legal documentary evidence of formation of the joint venture company must be included with the bid.
- (ii) The bid shall include all the information regarding financial capability, experience as required for a bidder for each partner. For the purpose of eligibility criteria, credentials of the members of a joint venture company will be considered collectively.
- (iii) A party can be a member in only one Joint Venture company. Bids submitted by Joint Venture companies including the same party as member will be rejected.
- (iv) Separate bid by a member of a Joint Venture company will not be acceptable.

CONSORTIUM: A Consortium may undertake the Contract. The lead member of the Consortium shall be fully responsible for completing the Work as per the requirements set out in the Bidding Document. The bid submitted by a Consortium shall include all the information regarding capability and experience of each member of the Consortium, including but not limited to experience in carrying out work which is similar in nature to the Work to be executed pursuant to the Contract.

In the event the bidder is a Consortium, the following requirements shall be complied with:

- (a) Authorization in favour of the lead member of the Consortium to be in charge of the Consortium shall be evidenced by submitting a power of attorney signed by legally authorized signatories of each Consortium member with the bid.
- (b) The bid shall include all the information regarding capability and experience as required for a bidder, for each Consortium member. The bid qualification criteria should be fulfilled by the Consortium members.
- (c) The lead member of the Consortium shall be authorised to incur liabilities and receive instructions for and on behalf of the Consortium.
- (d) The lead member of the Consortium shall have the overall responsibility for the execution of the Contract. However, the lead member and the other members of the Consortium shall be jointly and severally responsible for execution of the Contract and shall also be liable for any damages in proportion to their respective scope of work.
- (e) A copy of the consortium agreement entered into by and between the Consortium members shall be submitted with the bid clearly specifying the division of work for each member, their joint and several responsibilities along with their proposed stake in the Consortium. Bids received without the consortium agreement shall be treated as being submitted by a sole bidder and shall be assessed accordingly.
- (f) The consortium agreement should be duly signed by each of the member of the Consortium.
- (g) The consortium agreement should have been/ be executed on a stamp paper of an appropriate value.

- (h) The consortium agreement should be specific to the Contract.
- (i) The consortium agreement should be valid for at least the entire duration of Contract Period. If mutually agreed, the validity of the consortium agreement shall be extended.
- (j) Any change in the composition of the Consortium shall be subject to prior written permission of CCL. However, no new member shall be taken in the Consortium after the bid is submitted.
- (k) 2 (two) or more (maximum 3) companies or parties participating in the bid as a Consortium shall be required to submit their firm-wise shareholding/ partnership details, valid PAN card number or a valid Tax Registration No. (in case of foreign entities) and all other relevant details, as may be necessary for the execution of the Work.
- (l) A party cannot be a member in more than 1 (one) Consortium for the purpose of submitting the bid.
- (m) If a separate bid is submitted by a member of a Consortium which has submitted a bid pursuant to this NIT, either individually or in association with any other entity, then the bid submitted by such Consortium as well as the bid submitted by such member, either individually or in association with any other entity, as the case maybe, shall be rejected.
- (n) In case of a foreign collaborator(s) in the Consortium, the foreign collaborator(s) shall undertake to comply with and abide by all the Applicable Laws and shall execute an unequivocal undertaking in relation to the same.

NOTE: A Bidder / Manufacturer can participate only in a single bid, individually or through MOU or Joint venture or consortium.

NOTE: The bidder shall not have a conflict of interest that affects the bidding process. Any bidder found to have a conflict of interest shall be disqualified. In the event of disqualification, CCL shall forfeit the EMD or the Security Deposit/Performance Bank Guarantee (in case of the Successful Bidder, after the Contract is awarded to him), as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by CCL and not by way of penalty for, *inter alia*, the time, cost and effort of CCL, including consideration of such bidder's bid, without prejudice to any other right or remedy that may be available to CCL hereunder and/or under the Contract Agreement or otherwise. Without limiting the generality of the above, a bidder shall be considered to have a conflict of interest that affects the bidding process, if:

- (i) The bidder, its members (if it is a Consortium or joint venture company) or Associate(or any constituent thereof) and any other bidder, its members (if it is a Consortium or joint venture company) or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a bidder, its members (if it is a Consortium or a joint venture company) or an Associate thereof (or any shareholder thereof having a share holding of more than 5% (five per cent) of the paid up and subscribed share capital of such bidder, members (if it is a consortium or joint venture company) or Associate, as the case may be) in the other bidder, its members (if such other bidder is a Consortium or joint venture company), its Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company,

pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (“Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has share holding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) A constituent of such bidder is also a constituent of another bidder; or
- (iii) Such bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder, its members (if it is a Consortium or joint venture company) or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder or any Associate thereof; or
- (iv) Such bidder has the same legal representative for purposes of this bidding process as any other bidder; or
- (v) Such bidder or its members (if it is a Consortium) or any Associate thereof has a relationship with another bidder or its members (if it is a Consortium or joint venture company) or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the bid of either or each of the other bidder; or
- (vi) Such bidder has participated as a consultant to CCL in the preparation of any documents, design or technical specifications of the Work. For the purposes of this Clause, Associate means, in relation to a bidder, a person who controls, is controlled by, or is under the common control with such bidder (“Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or contract or otherwise.
- (vii) In case the lead member in the consortium is the manufacturer of the Crusher/Feeder Breaker/Sizer/Impact Crusher, the consortium will sign a single agreement for supply of equipment and crushing guaranteed Quantity of coal for 9(nine)Annual production periods(APPs) with maintenance including supply of spares and consumables. All the contractual obligations are to be fulfilled by the consortium members jointly and severally.

(viii) In case the lead member of the consortium is not the manufacturer of the Crusher/Feeder Breaker/Sizer/Impact Crusher or his authorized agent but the member undertaking responsibility of crushing coal for nine APPs, there will be two separate agreements as follows:

- (a) One agreement between CCL and the lead member for taking the responsibility of crushing of coal for nine APPs. The lead member shall indicate to the CCL the name of the consortium member supplying the Crusher/Feeder Breaker/Sizer/Impact Crusher package. The lead member shall also inform to the CCL that he undertakes to crush coal for 9 APPs by using the package supplied by the other consortium member.
- (b) Second agreement between CCL and the manufacturer or his authorized agent of the manufacturer of the Crusher/Feeder Breaker/Sizer/Impact Crusher for supplying Crusher/Feeder Breaker/Sizer/Impact Crusher package (the matching conveyor / PLC system / Pan-feeder /VFD etc.) ensuring supply of required spares for maintenance of equipment during the period of contract including extension(s) if any. The responsibility of supplying spares for maintaining the equipment on payment basis beyond contract period (if any) shall be taken up either by the equipment manufacturer or his authorized agent or by the member undertaking responsibility for coal crushing for nine APPs.

In all cases, the supplier undertakes to supply the Crusher/Feeder Breaker/Sizer/Impact Crusher package (the matching conveyor / PLC system / Pan-feeder /VFD etc.), with one year warranty of the supplied equipment and supply of spares of the Crushing Plant package during the contract period and beyond the contract period.(if situation so arises).

INDIVIDUAL COMPANY REPRESENTING GROUP OF COMPANIES

where different companies of the same group fulfil the eligibility criteria, the representing company may undertake the contract. The representative company should give a teaming agreement to this effect.

12A TECHNICAL CAPABILITY:-

ii. The bidder shall

- (a) Be **an OEM**[manufacturer of Major Equipment(Crusher/Feeder-Breaker/Sizer/Impact Crusher)(Indigenous/Global) **or a subsidiary company of the global manufacturing company**] having a minimum capacity of Crushing 1.00Mt/2.00Mt of Coal/Mineral per annum per Crusher/Feeder-Breaker/Sizer/Impact Crusher; **or**
- (b) Be a Consortium or a joint venture company with an OEM **being a member** in such Consortium or joint venture company, as the case may be; **or**
- (c) Be an **authorised agent or dealer** of an OEM; **or**
- (d) Be an entity having agreement or **MOU with OEM** or authorised agent of OEM, provided the authorised agent have authority to enter into such agreement/MOU issued from concerned OEM; **or**
- (e) Be a Consortium or a joint venture company with **an operator** of Major Equipment being a member in such Consortium or joint venture company, as the case may be.

Further to above ,

For case (a) OEM :

The OEM must have an experience of supplying Major Equipment in last 12 years(ending last day of the month previous to one in which the bid was invited) and the equipment so supplied must have been successfully operated for a minimum period of 1 (one) year in a Semi-mobile transportable Coal/Mineral crushing plant and crushed Coal/Mineral of (HGI<44) to (-) 100mm size for at least 1.00 Mt/2.00Mt of Coal/Mineral per annum per Crusher/Feeder Breaker/Sizer/Impact Crusher in India or abroad.

Further the OEM should either have experience of operating the equipment or, the OEM shall have a legally binding agreement/MOU with an operator of equipment as detailed in respect of JV/consortium member having experience of operation [as at case (e) below(to be read along with note3)].

OR

Case(b):JV/Consortium comprising OEM one member:

The bidder is a Consortium or a Joint venture company, then at least one of the members of such Consortium or joint venture company shall fulfil the requirement in respect of OEM as at ‘**Case (a) OEM**’ above. Further the OEM should fulfil the requirement in respect of operation as at ‘**Case (a) OEM**’ above or JV/consortium **shall also include a member** having successfully **operated** the Crusher/Feeder Breaker/Sizer/Impact Crusher package and crushed minimum 1.00 Mt/2.00Mt of Coal/Mineral (HGI< 44) per annum per Crusher for a period of not less than 1 (one) year in Semi-mobile transportable Coal/Mineral crushing plant of output size (-) 100mm in India or abroad.

OR

For case (c) :Authorized agent /Dealer of OEM:

In case the bidder is the authorized agent or dealer of OEM, the agency/dealership agreement or the authorization letter shall clearly and unmistakably confirm that the bidder shall have all the support and services, as may be required from time to time, from the said OEM during the Contract Period and for an additional period in the event contract is extended beyond schedule period with mutual consent of Bidder and Authority.

Further, the concerned OEM must fulfil requirement for case (a) as above.

OR

For case (d):Bidder with agreement /MOU with OEM/or its authorized agent:

In case the bidder has an agreement or a MOU with the OEM or its authorized agent then such an agreement or MOU must clearly confirm with specific undertaking from the OEM that the bidder shall have all the support and services as per requirements of bid document, as may be required from time to time, from the said OEM throughout the Contract Period and for an additional period in the event contract is extended beyond schedule period with mutual consent of Bidder and Authority. Further, the bidder shall have to submit the documents required in respect of the concerned OEM as at Case (a) above.

OEM shall give Bid specific valid authorization in favour of the bidder authorizing the bidder

to submit the bid pursuant to the GNIT. The same shall have to be submitted along with the offer/Bid.

.In case of bidder submitting bid in agreement with authorised agent of OEM, additional document(s) in respect of authorized agent as per case (c) above shall have to be submitted by bidder along with the offer/Bid.

OR

For case (d) 1 : OEM with agreement / MOU with Operator/Associate :

In case the OEM has an agreement or a MOU with the Operator/Associate or its authorized agent then such an agreement or MOU must clearly confirm with specific undertaking from the Operator/Associate that the OEM shall have all the support and services as per requirements of bid document, as may be required from time to time, from the said Operator/Associate throughout the Contract Period and for an additional period in the event contract is extended beyond schedule period with mutual consent of OEM and Authority. Further, the OEM shall have to submit the documents required in respect of the concerned Operator/Associate as at Case (a) above.

Operator/Associate shall give Bid specific valid support document in favour of the OEM supporting the OEM to submit the bid pursuant to the GNIT. The same shall have to be submitted along with the offer/Bid.

.In case of OEM submitting bid in agreement with authorised agent of Operator/Associate, additional document(s) in respect of authorized agent as per case (c) above shall have to be submitted by OEM along with the offer/Bid.

OR

Case (e) JV/Consortium comprising operator as member :

If the bidder is a Consortium or a joint venture company, then at least one of the members of such Consortium or Joint Venture Company shall have successfully **operated** the Crusher/Feeder Breaker/Sizer/Impact Crusher package and crushed minimum 1.00 Mt/2.00Mtof Coal/Mineral (HGI< 44) per annum per Crusher for a period of not less than 1 (one) year in a Semi-mobile transportable Coal/Mineral crushing plant of output size(-) 100mm in 3 dimension in India or abroad **and** shall have an **agreement or MOU** with OEM having technical capability as described in ‘**Case(a) OEM**’ above.

Such agreement or MOU must clearly confirm that the bidder shall have all the support and services, as may be required from time to time, from the said manufacturer during the Contract Period including extension(s), if any. It shall be mandatory on the part of the bidders to submit such MOU or agreement which it has entered into with the OEM, with the bid.

Bid specific valid authorization from the OEM in favour of the bidder authorizing the bidder to submit the bid pursuant to the NIT shall have to be submitted along with the offer/bid, in

case the bidder is an agent and/or a dealer of the said OEM.

{A 'year' in this context is a continuous period of 365 (Three Hundred and Sixty Five) days starting from any day of the year}.

NOTE:-

*1. The experience towards overseas jobs, if submitted, should be vetted/endorsed by the respective*embassy/high commission/consulate concerned, towards authenticity of document. (*country where the bidder has executed the said work or country of origin of the bidder)/Attested by Notary Public Ink signed and authenticated by OEM.*

12B. WORK EXPERIENCE: The intending bidder must have in its name or proportionate share as a member of joint venture experience of having successfully completed similar works, as a prime contractor during last 12 years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following:

i)(a) The OEM must have supplied at least five(5) Semi mobile/ Skid mounted Crusher/Feeder Breaker /Sizer /Impact Crusher of Capacity 400TPH/500TPH or higher in India or abroad, Portable single pass design Input ROM coal up-to size 1200 mm max and Output sized coal (-)100mm in last twelve (12) years ending last day of month previous to the one in which bid applications are invited;

and

i)(b) The one Semi mobile/ Skid mounted Crusher/Feeder Breaker/Sizer/Impact Crusher so supplied must have successfully produced at least 1.00/2.00 Million Tonne of crushed coal/mineral(HGI<44) in India or abroad for at least one year. Other parameter as per clause 1(a) above.

OR

ii)(a)The OEM must have supplied at least Five (05) nos. Machine, supplied earlier in last twelve (12)years having Capacity 400 TPH/500TPH or Higher with minimum crushing ratio of 1:9 shall also be considered for proven-ness of(four out of five), provided it is having Semi-mobile/Skid mounted and single pass portable design and one Equipment of 400TPH/500TPH or higher capacity supplied in India or abroad as per specific design given in i(a) or iii(a).

and

ii)(b)The one Equipment so supplied as per specific design as mentioned above must have successfully produced 1.00/2.00 Million Tonne or more Coal/Mineral(HGI<44)for at least one year.

OR

iii)(a)The OEM must have supplied at least five(5) Semi mobile/ Skid mounted Crusher/Feeder Breaker /Sizer /Impact Crusher of Capacity 400TPH/500TPH or Higher in India or abroad, Portable single pass design and the equipment has performed satisfactory crushing of ROM coal from 1000 mm input (in 3 dimension) and output (-) 100 mm in 3 dimension having 400 TPH and more rating for crushing coal/mineral (having HGI less than 44 or harder than coal). However, a variation of (+)/(-) 10% will be considered for proven-ness purpose/Qualifying experience, but the equipment proposed to be supplied, must fulfill our criteria of input size up-to 1200 mm maximum and output (-) 100 mm .

and

iii(b)The one Semi mobile/ Skid mounted Crusher/Feeder Breaker/Sizer/Impact Crusher so supplied earlier in last twelve(12)years must have successfully produced at least 1.00/2.00 Million Tonne of Coal/Mineral(HGI<44) in India or abroad for at least one year.

NOTE: However, proven-ness of Mobile equipment will also be considered at par in place of Semi-mobile Skid mounted equipment(applicable for all the option as mentioned above).

AND

All the other parameters as per clause 12A covering case (a) to (e) in preceding clauses shall be applicable on work experience criteria required as per clause 12B(i to iii) above.

NOTE: As per Clause no : 12B, the offered Equipment/Machine which has Crushed more than 2 MTY, then the bidder will be eligible to quote against 1 MTY and 2 MTY both if quoted machine has Crushed less than 2 MTY, bidder will be eligible to quote for 1 MTY machine only. Applicable for all the clauses of 12A &12B.

NOTE: For qualifying crushing experience of OEM participating directly or through its authorized agent or dealer or through Consortium/JV they may take an Associate who is having cumulative experience of crushing 1.00/2.00 MTY or above Coal/Mineral(HGI<44)to (-) 100mm.per year irrespective of no. of and type of machine(s) operated. Applicable for all the clauses of 12A &12B.

Joint Venture/Consortium shall be allowed to participate in the bid.

The above qualification criteria shall be fulfilled by JV/Consortium in the following manner:

The qualifying criteria parameter e.g. experience of the individual partners of the JV will be as deliberated hereinafter towards fulfilment of qualification criteria related to experience as explained in clause no. 12B above.

Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited (e-publication date of NIT). The experience of incomplete/ongoing works as on last date of eligibility period will not be considered for evaluation. If the referred work includes construction as well as maintenance after construction, the experience of such work may be considered as 'acceptable' if the construction part is completed as on the last date of 'eligibility period', even if operation/maintenance work is ongoing, and the certificate issued clearly stipulates the same.

In case the bidder is not a prime contractor, but a sub-contractor, the bidder's experience as sub-contractor will be taken into account, against suitable document that the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contracts in the original contract awarded to prime contractor. The document may be issued by owner/Govt. department on behalf of the owner.

If the bidder, is a company, which has taken over any other company manufacturing such Crushing/Sizing/Breaking Equipment packages/Major Equipment in the past(confirmed through authenticated documentary records issued by Registrar of Companies or the designated authority

in case of overseas bidders), then the experience of such manufacturing company will be considered as the experience of the bidder which has taken over such manufacturing company.

NOTE: In case the bidder is a joint venture, the above information in respect of each individual partner of JV may be furnished and the eligibility experience of JV will be assessed as per pre-defined logic elaborated above.

In case the bidder is a Joint Venture, the work experience of any or all of the individual partners of JV may be furnished to evaluate the work experience of the bidder. In case of JV, if work experience of any of the partners are not submitted, the system shall proceed considering a value of zero for partner/partners who has/have not submitted the experience value and certificate.

MINIMUM OFFER QUANTITY

The bidders are required to quote for minimum Two Nos. of machine Package. In case less than Two Nos. are offered, the system will not accept the offer. In case of participation for both 400TPH & 500TPH than the bidder has to quote minimum 2+2 quantity for both types.

DATA TO BE FURNISHED BY THE BIDDERS :-

Confirmation in the form of Yes/No in Technical parameter sheet regarding possessing of relevant technical capability & working experience.

TECHNICAL EVALUATION BY THE SYSTEM:-

The system will evaluate “Yes” as eligible and “No” as not eligible.

SCANNED COPY OF DOCUMENTS TO BE UPLOADED BY BIDDERS (CONFIRMATORY DOCUMENT) :

For work experience bidders are required to submit copy of Work Order/Supply Order, Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line. In case of Sub-contractor suitable document as per provision of eligibility, if applicable.

BOQ and/or TDS may be sought during clarification or along with deficient documents .

12C FINANCIAL SOUNDNESS: To qualify for award of the contract, the bidder shall have audited /Certified Accounts/ Financial statements for the preceding 3 (three) financial years in support of turnover as mentioned hereunder. In case any constituent member of the joint venture company or the consortium is in existence for less than three years, financial statements since inception will be required.

- (i) Bidder should have a minimum average annual financial turnover of INR30 Crores(INR 300million) or equivalent Foreign Currency during the preceding 3 financial years. Bidder should provide evidence of possessing adequate working capital to the extent of Rs.5 Crores(INR 50 million) or equivalent Foreign Currency inclusive of access to lines of sanctioned credit and availability of other financial resources to meet the requirement.

Note:

- i. If the bidder is a subsidiary company (confirmed through authenticated documentary records), the audited/certified account/ financial statement as well as technical capability of the parent company shall also be considered while deciding upon the eligibility of the bidder.
- ii. The conversion of Foreign currency to INR shall be based on an average of the prevailing exchange rates at the beginning and the end of the relevant year established by the RBI.

12C(i). FINANCIAL TURNOVER:-

Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least Rs.30Crore(INR 300 million)

(The “Previous Financial Year” shall be computed with respect to the e-Publication date of NIT).

DATA TO BE FURNISHED BY BIDDERS:-

(in Technical Parameter Sheet)

1. Annual turnover of each of the last 3 years ending 31st March of the previous financial year.
2. Name of the Chartered Accountant and designated authority in case of foreign bidders certifying the Profit and Loss A/c or the turnover certificate.
3. Membership Number of the CA/designated authority.
4. In case the bidder is a Joint Venture/Consortium, the turnover of the individual partners of the JV/Consortium will be furnished for each financial year. The same will be added together by the system as the turnover of the bidder for that particular financial year.
5. If the bidder is a subsidiary company (confirmed through authenticated documentary records), the audited/certified account/ financial statement of the parent company is to be furnished as the turnover of the bidder.
6. If the turnover is indicated in Foreign Currency, the same is to be converted by the bidder into equivalent INR amount by taking average of bill selling rate of State Bank of India as on 1st April and 31st March of that Financial Year.
7. If the financial year of the foreign bidder is other than April to March, then turnover certificate for the period April to March to be provided in INR duly certified by CA/Designated authority applicable for foreign bidder.

TECHNICAL EVALUATION BY THE SYSTEM :-

- (i) The system will calculate Rs.30 Crore(INR 300 million)as the required average turnover of the bidder.
- (ii) The system shall calculate the average of the financial turnover of 3 years furnished by the bidder by adding 5% for each completed year or part thereof (total number of days/365) after the end of respective Financial Year (i.e. 31st March) till the last day of month previous to one in which e-Tender has been invited.
- (iii) The average shall be compared with the minimum requirement to ascertain the eligibility status of the bidder.
- (iv) If any bidder does not submit the Turnover value for any of the 3 years, the system will proceed considering all 3 years for computing the average by assuming a value of ‘zero’ for the year for which no information is given by bidder.

SCANNED COPY OF DOCUMENTS TO BE UPLOADED BY BIDDERS (CONFIRMATORY DOCUMENT) :

Turnover Certificate issued by a practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India/designated authority in case of foreign bidders, containing the information as furnished by the bidder online.

12C(ii). WORKING CAPITAL

Evidence of possessing adequate working capital to the extent of Rs.5 Crores (INR50 million) or equivalent foreign currency inclusive of access to line of sanctioned credit and availability of other financial sources to meet the requirement. The bidder should submit CA Certificate of the working capital, issued within three months prior to the date of opening of tender.

DATA TO BE FURNISHED BY BIDDERS :-

(in Technical Parameter Sheet)

- (i) Amount of available working capital inclusive of lines of sanctioned credit and availability of other financial resources.
- (ii) Date of which the bidder possesses the required working capital.
- (iii) In case of working capital is indicated in Foreign currency, the same is to be converted into equivalent INR amount at bill selling rate of State Bank of India on the date of possessing the required working capital.
- (iv) Name of the Chartered Accountant(CA)/designated authority in case of foreign bidder.
- (v) Date of issue of Certificate.
- (vi) In case the bidder is a Joint Venture/Consortium, the working Capital of the individual partners of the JV/Consortium will be furnished. The same shall be added together by the system as the working Capital of the bidder.

TECHNICAL EVALUATION BY THE SYSTEM :

- (i) The system shall check that the date on which the bidder possesses the required working capital as well as the date of issue of certificate is within 3 months of the date of opening of tender.
- (ii) The value of working capital as certified by the CA/designated authority is greater than or equal to minimum requirement.

SCANNED COPY OF DOCUMENTS TO BE UPLOADED BY BIDDERS (CONFIRMATORY DOCUMENT) :

Certificate of working capital issued by a practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India /designated authority in case of foreign bidders, containing the information as furnished by the bidder online.

12D PERMANENT ACCOUNT NO:-

The bidder should possess a Permanent Account Number issued by Income tax Department, Govt. of India. (In case of JV/consortium, PAN card of each Indian partners of JV/Consortium and Tax Residency Certificate of respective Country of each foreign partner or JV/Consortium itself).

(i) **Data to be furnished by bidder on-line :**

Confirmation in the form of Yes/No in Technical Parameter Sheet regarding possessing of PAN/Tax Residency Certificate of respective Country.

(ii) **Technical evaluation by the system :**

The system will evaluate “Yes” as eligible and “No” as not eligible.

(iii) **Scanned copy of documents to be uploaded by bidders (confirmatory document) :**

PAN Card/ Tax Residency Certificate of respective Country

(In case of JV/Consortium, PAN Card/ Tax residency Certificate of respective Country for each individual partner of JV/Consortium)

12E Goods and Services Tax (Not Applicable for Exempted Goods/Services) :-

The bidder should be either GST Registered Bidder/Dealer

OR

GST unregistered Bidder/Dealer

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

i). Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.

Scanned copy of documents to be uploaded by bidders in support of information/declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document

The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:

- a) Status: GST registered Bidder/Dealer:(but not under Composition Scheme):
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
- b) Status: GST unregistered bidder:

Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.

[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV]

NOTE1 :If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and rules.

NOTE2:Foreign bidders not having GST Registration at the time of submission of bid may submit affidavit to the effect that the bidder shall abide by all the applicable rules of GST and obtain GST Registration before submission/payment of first bill, if declared L1.]

NOTE 3: In case the work/service is awarded to a Joint Venture/Consortium participating in the tender they have to submit PAN and GST registration (as applicable in the tender and for the bidder status) etc. on the name of the Joint Venture/Consortium after Award of Work/Service at the time of execution of agreement/ before the payment of first bill.

12F GENERAL ESSENTIAL REQUIREMENTS:

- (a) In order to qualify in the tender the bidders have to accept the following conditions:
 (i) All the Terms and Condition of the NIT and Tender Document Unconditionally on line in the form of User Portal Agreement in Technical Parameter Sheet.
 (ii) To upload online the scanned copy of documents, as specified in the NIT for evaluation as per the checklist given in the NIT in Technical Parameter Sheet.

(b)Data to be furnished by Bidder on-line :-

- (i) Confirmation in the form of **Agree/Disagree** for accepting user portal agreement
 (ii) Confirmation in the form of **Yes/No** for uploading online the scanned copy of documents, as specified in the NIT for evaluation as per the checklist given in the NIT.

(c)Technical evaluation by the System :-

System will capture data in the **Agree/Disagree** format from the bidder and will decide the eligibility for (a) (i) above.

For (a)(ii), the confirmatory documents of bidders will be downloaded and evaluated offline against the eligibility criteria of bid document. Requirement of shortfall document(s),if any, in confirmation to information uploaded shall be uploaded by evaluator on line in Confirmatory Document page.

12G SCANNED COPY OF DOCUMENTS TO BE UPLOADED BY BIDDERS (CONFIRMATORY DOCUMENTS) :

Sl. No.	Eligibility Criteria	Information to be furnished by bidder on line (In Technical Parameter Sheet)	Scanned copy of documents, to be uploaded by bidders in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
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1.	<p>THE WORK EXPERIENCE :</p> <p>The intending bidder must have in its name or proportionate share as a member of joint venture experience of having successfully completed similar works, as a prime contractor during last 12 years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following:</p> <p>i)(a) The OEM must have supplied at least five(5) Semi mobile/ Skid mounted Crusher/Feeder Breaker /Sizer /Impact Crusher of Capacity 400TPH/500TPH or higher in India or abroad, Portable single pass design Input ROM coal up-to size 1200 mm max and Output sized coal (-)100mm in last twelve (12) years ending last day of month previous to the one in which bid applications are invited;</p> <p>and</p> <p>i(b) The one Semi mobile/ Skid mounted Crusher/Feeder Breaker/Sizer/Impact Crusher so supplied must have successfully produced at least 1.00/2.00 Million Tonne of crushed coal/mineral(HGI<44)</p>	<p>Confirmation in the form of Yes/No regarding possessing of relevant technical capability & working experience.</p>	<p>For work experience bidders are required to submit the following documents among others:</p> <p>i. copy of Work Order/Supply Order, work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line. In case of Sub-contractor suitable document as per provision of eligibility, if applicable. (in case of a joint venture, satisfactory work completion Certificate against individual partner(s) including lead partner of the JV applicable as per the details mentioned in Clause 12)</p> <p>ii. All required document as described for eligibility at clause no 12A[case(a) to case (e)] of GNIT.</p>
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	<p>in India or abroad for at least one year. Other parameter as per clause 12(a) above.</p> <p>OR</p> <p>ii(a) The OEM must have supplied at least Five (05) nos. Machine, supplied earlier in last twelve (12)years having Capacity 400 TPH/500TPH or Higher with minimum crushing ratio of 1:9 shall also be considered for provenness of(four out of five), provided it is having Semi-mobile/Skid mounted and single pass portable design and one Equipment of 400TPH/500TPH or higher capacity supplied in India or abroad as per specific design given in i(a) or iii(a).</p> <p>and</p> <p>ii (b)The one Equipment so supplied as per specific design as mentioned above must have successfully produced 1.00/2.00 Million Tonne or more Coal/Mineral(HGI<44) for at least one year.</p> <p>OR</p> <p>iii(a) The OEM must have supplied at least five(5) Semi mobile/Skid mounted Crusher/Feeder Breaker /Sizer /Impact Crusher of Capacity 400TPH/500TPH or Higher in India or abroad, Portable single</p>		
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<p>pass design and the equipment has performed satisfactory crushing of ROM coal from 1000 mm input (in 3 dimension) and output (-) 100 mm in 3 dimension having 400 TPH and more rating for crushing coal/mineral (having HGI less than 44 or harder than coal). However, a variation of (+)/(-) 10% will be considered for provenness purpose/Qualifying experience, but the equipment proposed to be supplied, must fulfil our criteria of input size up-to 1200 mm maximum and output (-) 100 mm</p> <p>and</p> <p>iii(b)The one Semi mobile/ Skid mounted Crusher/Feeder Breaker/Sizer/Impact Crusher so supplied earlier in last twelve(12)years must have successfully produced at least 1.00/2.00 Million Tonne of Coal/Mineral(HGI<44) in India or abroad for at least one year.</p> <p>NOTE: As per Clause no : 12B, the offered Equipment/Machine which has Crushed more than 2 MTY, then the bidder will be eligible to quote against 1 MTY and 2 MTY both if</p>		
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	<p>quoted machine has Crushed less than 2 MTY, bidder will eligible to quote for 1 MTY machine only.</p> <p>NOTE: For qualifying crushing experience of OEM participating directly or through its authorized agent or dealer or through Consortium/JV they may take an Associate who is having cumulative experience of crushing 1.00/2.00 MT or above Coal/Mineral(HGI<44)to (-) 100mm.per year irrespective of no. of and type of machine(s) operated.</p> <p>NOTE: However, proven-ness of Mobile equipment will also be considered at par in place of Semi-mobile Skid mounted equipment(applicable for all the option as mentioned above).</p> <p>AND</p> <p>All the other parameters as per clause 12A covering case (a) to (e) in preceding clauses shall be applicable on work experience criteria required as per clause 12B(i to iii) above.</p>		
2	<p>FINANCIAL TURNOVER: Average annual financial turnover during the last 3</p>	<p>1. Annual turnover of each of the last 3 years ending 31st March of the previous</p>	<p>Financial Turnover certificate for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered</p>

	<p>(three) years ending 31stMarch of the previous financial year should be at least 30 Crores (INR 300 million).</p> <p>(The “Previous Financial Year “shall be computed with respect to the e-Publication date of NIT) FRBI.</p>	<p>financial year.</p> <p>2.Name of the Chartered Accountant and designated authority in case of foreign bidders certifying the Profit and Loss A/c or the turnover certificate.</p> <p>3.Membership Number of the CA/ designated authority.</p> <p>4. In case the bidder is a Joint Venture/Consortium, the turnover of the individual partners of the JV/Consortium will be furnished by the bidder . The same will be added together by the system for each financial year as the turnover of the bidder for that particular financial year.</p> <p>5. If the bidder is a subsidiary company (confirmed through authenticated documentary records), the audited/certified account/ financial statement of the parent company is to be furnished as the turnover of the bidder.</p> <p>6.If the turnover is indicated in Foreign Currency, the same is to be converted by the bidder into equivalent INR amount by taking</p>	<p>Accountants of India/designated authority in case of foreign bidders.</p> <p><i>(In case of JV/Consortium, turnover certificate for each individual partner of JV/consortium)</i></p>
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		<p>average of bill selling rate of State Bank of India as on 1st April and 31st March of that Financial Year.</p> <p>7. If the financial year of the foreign bidder is other than April to March, then turnover certificate for the period April to March to be provided in INR duly certified by CA/Designated authority applicable for foreign bidder</p>	
3	<p>THE AVAILABILITY OF WORKING CAPITAL:</p> <p>Evidence of possessing adequate (5 crores or INR 50 million) working capital inclusive of access to lines of sanctioned credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender.</p>	<p>(i) Amount of available working capital inclusive of lines of sanctioned credit and availability of other financial resources.</p> <p>(ii) Date of which the bidder possesses the required working capital.</p> <p>(iii) In case of working capital is indicated in Foreign currency, the same is to be converted into equivalent INR amount at bill selling rate of State Bank of India on the date of possessing the required working capital.</p> <p>(iv) Name of the Chartered Accountant(CA)/designated authority in case of foreign bidder.</p> <p>(v) Date of issue of Certificate.</p>	<p>Certificate of working capital issued by a practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India /designated authority in case of foreign bidders, containing the information as furnished by the bidder online.</p>

		(vi) In case the bidder is a Joint Venture/Consortium, the working Capital of the individual partners of the JV/Consortium will be furnished. The same shall be added together by the system as the working Capital of the bidder.	
4	<p><u>Goods and Services Tax (Not Applicable for Exempted Goods/Services)</u></p> <p>The bidder should be either GST Registered Bidder(<u>but not under Composition Scheme</u>)</p> <p>OR</p> <p>GST unregistered Bidder</p>	<p>1. Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder</p> <p>2.The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:</p>	<p><u>In respect of the above eligibility criteria the bidder is required to furnish the following information online:</u></p> <p>i) Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.</p> <p><u>Scanned copy of documents to be uploaded by bidders in support of information/declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document</u></p> <p>The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: GST registered Bidder (<u>but not under Composition Scheme</u>):</p> <p>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p>

			<p>b) Status: GST unregistered bidder: Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.</p> <p><u>[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV]</u></p> <p>Note:</p> <p>1.If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and rules.</p> <p>NOTE 1: Foreign bidders not having GST Registration at the time of submission of bid may submit affidavit to the effect that the bidder shall abide by all the applicable rules of GST and obtain GST Registration before submission /payment of first bill, if declared L1.]</p> <p>NOTE 2: In case the work/service is awarded to a Joint Venture/Consortium participating in the tender they have to submit PAN and GST registration (as applicable in the tender and for the bidder status) etc. on the name of the Joint Venture/Consortium after Award of Work/Service at the time</p>
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			of execution of agreement/ before the payment of first bill.
5	LEGAL STATUS OF THE BIDDER	Confirmation in the form of Yes/NO for possessing the supporting documents	<p><u>Any one of the following document:</u></p> <p>1. Affidavit or any other document to prove proprietorship/Individual status of the bidder.</p> <p>2.Partnership deed containing name of partners</p> <p>3.Memorandum & Article of Association with certificate of incorporation containing name of bidder</p> <p>4.Joint Venture/ consortium agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.</p> <p>5.In case of manufacturer</p> <p>(a) ISO certificate or</p> <p>(b) Any other document conforming bidder's status as manufacturer.</p>
6	VALID PERMANENT ACCOUNT NUMBER (PAN)	Confirmation in the form of Yes/No regarding possessing of PAN/ Tax Residency Certificate of respective Country	<p>PAN card issued by Income Tax department, Govt. of India/ Tax Residency Certificate of respective Country</p> <p>(In case of JV/consortium, PAN card of each Indian partners of JV/Consortium and verifiable Tax residency Certificate of respective Country of each foreign partner or JV/Consortium itself).</p>
7	VALID DIGITAL SIGNATURE CERTIFICATE	Confirmation in the form of Yes/NO for possessing the supporting documents	<p>If the bidder himself is the DSC holder bidding on-line then an undertaking to this effect is required to be uploaded.</p> <p>However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney for the authority to bid on behalf of the bidder.</p>

8	VALID ELECTRICAL LICENSE	Confirmation in the form of Yes/NO for possessing the supporting documents	Valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian State/UT, in accordance with IE Rule-45. (In case the bidder is a Joint Venture, at least one partner of JV should possess the valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian state, in accordance with IE Rule-45.) Note: Bidders not having Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian State/UT, in accordance with IE Rule-45, at the time of submission of bid may submit affidavit to the effect that the bidder shall submit valid Electrical license before commencement of work, if work awarded.]
9	INTEGRITY PACT	Confirmation in the form of YES/NO for submission of the supporting documents.	Duly signed and witnessed integrity pact as per Performa of bid document .In case of JV undertaking shall be signed by all the partners .
10	EARNEST MONEY DEPOSIT	Confirmation in the form of Yes/NO regarding submission of information.	(i)In case of online payment of EMD , bidder should upload a self-declaration stating that "EMD has been paid ONLINE through net banking OR NEFT/RTGS." (ii) For overseas bidders submitting EMD in the name of Central Coalfields Limited, SBI Account No: 10106155123 maintained at SBI CCL Campus Branch, having the SWIFT facility, scanned copy of the documentary evidence for such direct remittance should be uploaded as "EMD exemption document" . (iii) In case of exemption for EMD, the relevant document is to be uploaded.

11	LOB	Confirmation in the form of Yes/NO for submission of the document.	Letter of Bid as per the format given in bid document. (In case of JV,LOB to be submitted in the Letter Head of JV. In case of consortium, in the letter head of Lead Member.)
12	An undertaking regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility.	Confirmation in the form of Yes/NO for submission of the supporting documents	As per the format given in bid document on bidders letter head. (In case of JV,LOB to be submitted in the Letter Head of JV. In case of consortium, in the letter head of Lead Member.)
13	e- Mandate	Confirmation in the form of Yes/NO for possessing the supporting documents	e- Mandate (as per format in bid document) duly signed by bidder with seal and authenticated by bank official with seal.
14	Scanned copy of technical information as per requirements in Technical part of bid document.		
15	Any other document to support the qualification information as submitted by bidder on-line.		
	Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.		

13.0 SUBMISSION OF BID:-

13.1 The bidder will submit their bid online. No off-line bid shall be accepted.

13.2 The bidders will have to accept unconditionally the online User Portal Agreement which contains the acceptance of all the Terms and Conditions of GNIT/Bid Document including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/accepted. This User Portal Agreement will be a part of GNIT/Bid Document.

13.3 In the undertaking given by bidder online, there will be provision for penal action, if any information/declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the bidder.

13.4 For online submission of tender the bidders will have to upload "Letter of Bid", all the confirmatory documents as prescribed in the NIT and TPS in Cover-I and only "Price-bid" in Cover-II. In case of EMD exemption one more document in support of the claim of EMD exemption will have to be uploaded by the bidder in cover I.

- (i) **LETTER OF BID:** The format of Letter of Bid (as given in the Bid Document) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LOB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

NOTE : In case the Bidder participates through JV Route, then the LOB should be on the Letter head of the JV. In case of consortium, the LOB should be in the letter head of lead member.

- (ii) **TECHNICAL PARAMETER SHEET(TPS):**The Technical Parameter Sheet containing the techno commercial parameters for the tendered work/service will be in Excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and the bidder will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission. The Technical Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.
- (iii) **CONFIRMATORY DOCUMENTS:** All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in cover-I by the bidder while submitting his/her bid.
- (iv) **PRICE BID:** The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and the bidder will quote the rates for all items on this Excel file. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status from the following list given in the BOQ:-

The bidder should be either GST Registered Bidder/Dealer GST unregistered Bidder/Dealer

All duties, taxes (excluding Goods and Services Tax (GST) only and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder.Applicable GST either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of contractor.

However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities.

Input tax credit is to be availed by paying authority as per rule.

If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes &cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.

Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The Price-bid (excluding GST) will be in Item wise BOQ format and the bidder will have to quote for all the components.

During evaluation of the bid, the tax liability on CCL, which may be different for different bidding entity, will be taken into consideration.

13.5 THE PRICE BID WILL CONSIST OF FOLLOWING PARTS:-

(1) SUPPLY PART :-

Supply part inclusive of main equipment, associated equipment, guarantee spares and consumables for main equipment with tools & tackles.

(A)GOODS OFFERED FROM OUTSIDE INDIA

The bidder shall quote the prices for imported Major Equipment and guarantee Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment in USD on CIP (Final Place of Destination) basis indicating the break-up as per BOQ. In case the bid is submitted by an authorised Indian Agent of foreign manufacturer, such bidder may quote for Major equipment and guarantee spares & consumables with tools & tackles in foreign currency (USD only) on behalf of its principal.

Under CIP (Final Place of Destination) basis contract, it is the responsibility of the bidder to deliver the goods at the named place of destination at its own risks and costs. The bidder must contract at its own cost and risk for carriage of goods and insurance to the named place of

destination. CCL has no obligation to the bidder on these accounts. However, CCL will provide the bidder upon request, with necessary information for obtaining insurance.

In quoting the price on CIP basis, there shall be no restriction on the choice of the carrier or insurance agency. However, bidders will utilize the services of Shipping Corporation of India (SCI) for Ocean shipment if commercially viable. In case of supply on award of contract, if bidder is not utilizing the services of SCI for ocean shipment, they will be required to furnish an undertaking along with other shipping documents that they have approached SCI for this shipment and it has not been found to be commercially viable by them.

The elements of international freight, insurance, inland transportation & insurance and all other local costs to clear goods through Customs and incidental to delivery upto Final Place of Destination shall also be provided by the bidder in its bid in BOQ.

The Inland transportation & insurance and all other local costs to clear goods through Customs and incidental to delivery up-to Final Place of Destination shall be quoted in USD Only. However, these charges will be converted into INR at the exchange rate as considered at the time of price bid opening and incorporated as such in the contract in INR. Transportation of goods is to be done through registered common carriers only.

CIL/CCL will pay only Customs Duties applicable to imported goods. All activities to clear goods through Customs and transport to Final Place of Destination will be undertaken by the bidder at its cost. Payment in respect of Custom Duties properly levied on the CIF value of the imported goods shall be made in local currency in the following manner :

- (i) The bidder shall submit Check List with appropriate Customs Code (H. S. Code) along with a copy each of the supplier's invoice, freight bill and insurance bill well in advance to the C&F Deptt. of CIL,
- (ii) After examination, the C&F Deptt. of CIL will inform the bidder the correctness of liveable customs duties for preparation of Bill of Entry,
- (iii) Thereafter, the bidder will submit the final Bill of Entry to the C&F Deptt., CIL for payment of Customs Duties to Customs Authorities,
- (iv) C&F Deptt., CIL will pay Customs Duty directly to Commissioner, Customs by Account Payee Cheque / Electronic Fund Transfer,
- (v) After payment of customs duty by CIL, the supplier will arrange clearance of goods at Port. After final clearance of goods at Port, the supplier will submit customs cleared duplicate Bill of Entry (Importer's Copy) and triplicate Bill of Entry (Exchange Control Copy) and TR-6 challan to C&F Deptt. of CIL.
- (vi) The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the Foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the bidder has also to disclose all payments to agents, brokers or any other intermediaries.

The Total Net Landed Price for each equipment will be arrived at in Indian Rupees in the following manner:-

- (i) The FOB Price Per unit, Marine freight Charge per unit upto port of entry of India & Marine Insurance Charges per unit upto port of entry of India shall be quoted by the bidder in USD only.
- (ii) Bidder has to indicate the Indian agent commission charges or other similar charges included in the FOB in percentage.
- (iii) The CIF price will be arrived by the system by adding all components of (i) above.
- (iv) Basic Customs Duty, Countervailing Duty, Additional Customs Duty and any other duty as applicable on assessable value (CIF plus 1% landing charges on CIF) on the date of Price-Bid opening, will then be added on the CIF price.
- (v) The above price [CIF Price plus the Basic Customs Duty, Countervailing Duty, Additional Customs Duty and any other duty, as applicable], will be added by the Inland transportation & insurance and other local costs like port handling & clearing charges and other local costs incidental to delivery up-to final place of destination quoted USD by the bidder.
- (vi) The sum worked out at sl. (v) above shall be loaded with GST on Indian Agent's Commission component, in case of offer having agency commission.
- (vii) The Net Landed Price for each equipment shall be arrived at after deducting available set off as applicable for GST and GST Compensation Cess on Countervailing Duty, Additional Customs Duty or on any other duty as applicable and GST and GST Compensation Cess on GST on Indian Agency Commission, as on date of tender opening from the sum worked out at sl. (vi) above.
- (viii) Thus the Net Landed Price/cost to the company for each equipment shall be = [CIF Price plus Basic Customs Duty, (Countervailing Duty, Additional Customs Duty)/IGST and any other duty as applicable Plus Inland transportation & insurance and other local costs like port handling & clearing charges, and other local costs incidental to delivery up-to final place of destination Plus GST on Indian Agency commission] Less [GST and GST Compensation Cess on Countervailing Duty, Additional Customs Duty or on any other duty and GST and GST Compensation Cess on GST on Indian Agency Commission, as applicable as on date of tender opening] in foreign currency.
- (ix) The Net Landed Price or cost to the company for each equipment shall be converted to INR by multiplying the USD with the exchange rate, prevailing on the date of opening of PRICE-BID by the system. The applicable Exchange Rate will be fed to the system by the TIA during opening of price bid.

(B) FOR INDIGENOUS GOODS

The bidder shall quote the prices for indigenous Major Equipment, associated Equipment and guarantee Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment in INR for delivery on FOR Destination basis. For the purpose of the contract, the term 'FOR Destination Price' shall mean the sum of Ex-works Price plus Freight up to destination and Transit Insurance charges up to destination. The offer should indicate unit prices, discount, if any, and the total price in BOQ.

Under FOR destination Contract, it is the responsibility of the supplier to deliver the goods at the FOR destination site at its own risks and costs. The supplier must contract at its own cost and risk for carriage of goods and insurance to the FOR destination site. CCL has no obligation to the supplier on these accounts. However, CCL will provide the supplier upon request, with necessary information for obtaining insurance.

Prices for the Indigenous goods shall be quoted on price at worksite basis including taxes, insurance, handling & transportation on the Price Schedule separately in the BOQ format. Price for Indigenous equipment will be paid in INR only.

13.6 Evaluation of Indigenous Offer for Equipment in Indian Rupees

- a) The bidder must quote their prices in Indian Rupees and on FOR Destination basis showing Ex-Works Price of the equipment, Freight up to destination and Transit Insurance Charges upto destination
- b) Landed Price of each equipment will be computed by adding GST, Freight up to destination and Transit Insurance Charges upto destination in the following manner:
 - i. **GST:** GST, if applicable, will be payable extra as per-prevailing GST Rules, on Ex-works price.

If the tenderer is exempted from payment of the GST, the same should be confirmed with valid documentary evidence.

In case the rate of GST varies with the turnover of the company and the price is exclusive of GST, the tenderer shall have to specify the exact rate applicable against the tender. If the tenderer fails to specify the exact rate of GST applicable, the maximum rate currently leviable shall be loaded on the price for evaluation purpose.

In case if a fixed rate of GST is indicated by the bidder, the liability of CCL shall be restricted to that extent only and the difference, if any, will have to be borne by the successful bidder.

- ii. **Freight & Transit Insurance charges up-to Destination:** These elements shall be added to the sum of Ex-works price of equipment with GST to arrive at the Landed price of the equipment.
- c) Net Landed Price of each equipment will be arrived at after deducting GST and GST Compensation Cess set off as applicable as on date of tender opening from the Landed Price.

Thus Net Landed Price for each equipment shall be = [(Landed Price)Less (GST and GST Compensation Cess for GST &CGST, if allowed by a particular state)].

- (2) Erection & Commissioning cost of main equipment, associated equipment. GST will be paid extra as applicable.
- (3) Year wise Spares & Consumables cost from 2nd APP onward in Rs/Tonne.GST will

be paid extra as applicable.

- (4) Year wise Operation & Maintenance Service from 1st APP onward in Rs/Tonne.GST will be paid extra as applicable.

The financial evaluation of the heads (3) and (4) shall be made on a Long-Range Marginal Cost (“LRMC”) basis using the discounted cash flow (“DCF”) technique. In order to calculate the LRMC the time stream of cash outflow for the Contract Period shall be considered. Such LRMC will comprise of cash outflow on account of all payments (INR) to the Successful Bidder to be made by CCL during the operation & maintenance of major Equipment during contract period. The bidders are advised to quote their most competitive rates for Year wise Spares & Consumables cost in Rs/Tonne and Year wise Operation & Maintenance Service in Rs/Tonne, in consideration of present market conditions/indices as these charges will be subject to price variation clause as given in bid document.

The rate of discount for the calculation of the present value of the above outflow shall be as follows:

- (a) In case of cash outflows in INR, cash outflow, the discounting rate shall be the Yield to Maturity (YTM) rate of ten years Government of India bonds considered for financial evaluation is 6.46 (as on 31.07.2017) plus 150 basis points.
- (b) To calculate the present value of the time streams of coal crushing the discounting rate will be as per INR component of cash flow as set out in Sub-clause(a) herein above.

The formula of such LRMC is given below: -

Present value of aggregate cash outflow as per Clause (a) herein above

Present value of the time stream of coal production as per Clause (b) above.

- (v) One unit Shifting cost including dismantling, loading, transportation, unloading and re-installation & re-commissioning of crushing plant upto 50 Km and another one unit shifting cost including dismantling, loading, transportation, unloading and re-installation & re-commissioning of crushing plant for beyond 51 Km-up to 200 Km along with applicable GST.

The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

13.7 L-1 is to be decided as follows:

L-1 is summation of the following :

- (a) Total rate for Supply part minus total GST and GST Compensation Cess, BCD, GST set off in case of domestic bidder or In case of Foreign bidders and Domestic Bidders for imported major equipment and initial spares and consumables along-with tools and tackles, total CIP price minus BCD, and GST and GST Compensation Cess on GST on Indian Agency Commission, as applicable as on date of tender opening) (A).
- (b) **Erection & commissioning cost minus GST as applicable (B).**

(c) **One Unit shifting Cost.**

One unit average shifting cost of 1 MTY and 2 MTY crushing plant (if bidding cost is separate for 1 MTY & 2 MTY) including dismantling, loading, transportation, unloading and re-installation & re-commissioning crushing plant for 0-50 Km minus GST as applicable (C1).

One unit average shifting cost of 1 MTY and 2 MTY crushing plant (if bidding cost is separate for 1 MTY & 2 MTY) including dismantling, loading, transportation, unloading and re-installation & re-commissioning of crushing plant for beyond 51 Km-up to 200Km minus GST as applicable(C2).

(d) Year wise Spares & Consumables cost in Rs/Tonne X (APP of each equipment considering crushing of 1&2 Million Tonne).--- (D2 to D9)

(e) Year wise Operation & Maintenance Service in Rs/Tonne X (APP of each equipment considering crushing of 1&2 Million Tonne)excluding GST including any other applicable Tax----- (E1 to E9)

Calculation of cost to the company price offer by the bidders will be done as [A+ B+(C1+C2) + NPV of (D2 to D9)+NPV of(E1 to E9)]

(C₁& C₂ will be need based and will be applicable as and when required. But for evaluation purpose present value will be considered however actual payment will be made time variant price variation formulae provided in bid document.)

13.8 CONTRACT PRICE

Contract price shall mean price payable to the contractor under this contract towards :

- (i) The cost of equipment along with Guarantee spares & consumables for Operation & Maintenance during the warranty period.
- (ii) Cost of Installation & Commissioning of equipment.
- (iii) Operation & Maintenance Services for 9 APPs for guaranteed crushing of ROM coal.
- (iv) Supply of maintenance spares & consumables for remaining Eight APPs (Excluding the warranty period of 1APP. In other words, beyond warranty period, the cost of maintenance spares & consumables of the machine from 2nd APP onwards till the contract period shall rest with the bidder which will be separately quoted by the bidder for each year.

NOTE: Shifting cost including dismantling, loading, transportation, unloading and re-installation & re-commissioning of crushing plant will be paid extra as quoted duly after applying Price Variation Clause as and when required.

13.9 MODIFICATION AND WITHDRAWAL OF BID: Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the

bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

1. The EMD will be forfeited and
2. The bidder will be debarred for *1(One)* year from participating in tenders in CCL.

The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

- (i) If the bidder withdrawing his bid is other than L-1, the tender process shall go on.
- (ii) If the bidder withdrawing his bid is L-1, then re-tender will be done.

NOTE: In case of above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of competent authority stating that the EMD of bidder is forfeited, and this bidder is debarred for one year from participating in tenders in CCL effective from date of issue of the letter.

- (iii) The standard operating procedure to handle withdrawal of bid after end date of submission shall be as follows:

(A) Standard Operative Procedure (SOP) for managing the cases of Withdrawal of Bids in e-Procurement System of CIL/Subsidiary

I. The Mode of Withdrawal:

A. Online Withdrawal of Bids:

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is not available. The bidders can withdraw their bids only offline, which may be considered except for some exceptional cases as mentioned in clause below with or without imposition of penalty.

B. Offline Withdrawal of Bids :

- a. A partner of bidder (in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b. Offline withdrawal of bid, beyond end date of bid submission and till award of contract may be considered by the tender committee.

II. Acceptance of withdrawal by Tender Committee:

Every case of withdrawal under Clause I-(A) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.

The decision of the tender committee will be binding on the bidder.

13.10 TENDER STATUS: It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from bidders, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-

mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

13.11 EXTENSION OF TIME SCHEDULE OF TENDER : If the number of bids received online is less than three on the end date of bid submission then the bid submission end date and bid opening date will be automatically extended by the System, initially for a period of two days and if the number of bids still remains less than three then again for another five days. This extension will be also applicable in case of receipt of zero bids.

After two extensions (as applicable) as stated above the tender shall be opened irrespective of available no. of bids on the extended date of opening of tender. If any of the above extended dates falls on Holiday i.e. a non-working day as defined in the e-procurement portal then the same is to be rescheduled to the next working day.

However, in exceptional cases an extension of end date of Bid submission can be done by issuing corrigendum. Bid opening date will correspondingly be extended.

14 EMPLOYMENT OF LABOUR:-

14.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. or wages of contract workers engaged in mining activities as notified by CIL from time to time as may be in force. Payment of Provident Fund for the workmen employed by him for the work as per the Laws prevailing under provision of CMPF / EPF and allied scheme valid from time to time shall be the responsibility of bidder. Bidder shall also submit statutory returns.

14.2 The bidder shall comply with statutory requirements of various acts including CL(R&A) Act.

NOTE: In case company decides / circulates separate wages for such works within mine premises , the same may be allowed based on appropriate circular. Clause 14.1 shall stand amended to this extent before notification of bid.

15 CCL would not be liable for any compensation due to stoppage /change in scope of work due to local disturbance (Local IR or law and order problems), change in Govt. policy, law and any order of judiciary obstruction or delay by any outside elements/ agency.

16 The bidders are advised to visit the site of work before offering their bids. Other details are available in the bid document.

17 Company reserves the right to accept or reject any or all the bids without assigning any reason what-so-ever. Also Company reserves the right to award full or part job at its discretion.

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- (i) The payment to the contractor after award of work will be made through Electronic mode and for Global Bidders through L.C as explained in Bid Document.
- (ii) Initial Medical Examination (IME) of all contractual mining workers is mandatory and an amount of Rs.950/-(or such revised value thereof) only shall be charged towards conducting IME for each worker, which shall be recovered from the bills of the contractor.
- (iii) The Bidders are required to sign the integrity pact as per the format given in the bid document along with witness.
- (iv) Name and address of the Independent External Monitor (IEMs) are as follows:-

Sl. No.	Name	Address
(i)	Dr . B.P Nilaratna, IAS (Retd.)	D-II/15,Pandara Road, New Delhi-110003
(ii)	Shri. Chaman Kumar, IAS (Retd.)	Bungalow No.80 New Motibagh, New Delhi-110023

General Manager(E&M)/TIA

SECTION – II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

- (1) Objective
- (2) Preamble
- (3) DGMS Approval
- (4) Cost of Bidding and downloading of Bid document from Website

B. THE BID DOCUMENT

- (5) Content of Bidding Documents
- (6) Clarification of Bidding Documents/Site Visits
- (7) Amendment of Bidding Documents

C. PREPARATION OF BIDS

- (8) Language of Bid
- (9) Documents comprising the Bid
- (10) Letter of bid
- (11) Bid Prices
- (12) Bid Currencies
- (13) Documents Establishing the Bidder's Eligibility and Qualification.
- (14) Documents Establishing the Goods's Eligibility and Conformity to the Bidding Document.
- (15) mance Security/Security Deposit/Performance Guarantee
- (16) Period of Validity of Bids

D. SUBMISSION OF BIDS

- (17) Submission of Bids
- (18) Modification and Withdrawal of Bids

E. BID OPENING AND EVALUATION

- (19) Opening of Evaluation of Tenders
- (20) Tenders Cum Auction Evaluation

F. AWARD OF CONTRACT

- (21) Award of Contract

IMPORTANT NOTE : The definitions mentioned in the bid document has the same meaning in all sections of the document.

A. INTRODUCTION

- (1) **OBJECTIVE:**The objective of this Global Bid is to achieve an additional annual Crushing of at least <1MTY x 07 Nos + 2MTY x 07Nos> 21 Million Tonne of (-)100 mm Crushed coal from 14 Nos Coal Crushing plant to be Installed at different Areas of CCL on Risk Gain sharing Basis. The successful bidder shall also be responsible for supply, installation, commissioning, operation including service, maintenance and spares management of the necessary machinery and / or equipment required for such Type of Coal Crushing package at different Areas of CCL and following stipulated safety standards as per Indian Coal Mines Rules and Regulations. For implementing the above, the bidder shall have to supply, install and commission the necessary equipment at site so that the annual Crushing of at least <One/two> million tonnes/Machine/year over the period of 9 years could be achieved. The equipment to be supplied by the Bidder would be matching conveyor / PLC system / Apron feeder or Pan-feeder /VFD etc. The scope of work of the successful bidder shall include maintenance of equipment and/ or machinery at site including but not limited to replacement of spare parts if required, provisions for services together with all consumables and skilled manpower. Two major overhaul during fourth (4th) and seventh (7th) APP of the contract or as mutually agreed and transfer of know-how to CCL. The bidder will have to operate the Coal Crushing package to produce Crushed coal from the ROM Coal supplied to the Plants from nearby Mines.The (-)100mm crushed coal to be conveyed through belt conveyor and to be stored in the Yard as explained in the Bid document. From there onwards, it will be the responsibility of CCL to arrange for transportation of coal up to the point of its disposal at the Railway Siding. Any equipment / item required within the Crushing Plant and to be provided by CCL should be clearly specified by the Bidder. Any equipment / item required for smooth and safe operation of the plant, which is not in the Bidder's scope of supply or has not been clearly specified by the bidder which are to be provided by CCL, the cost shall be borne by the Bidder.

The scope of work of the successful bidder shall also include maintenance of equipment and/ or machinery at site including but not limited to replacement of spare parts if required, provisions for services together for another five (05) years after successful completion of nine (09) APPs with mutual consent of both Bidder and Authority .

NOTE:CCL will supply water and electricity within one point 75 m radius for dust suppression and operation of crushing equipment. Cost of electricity and water shall be borne by CCL.

- (2) **PREAMBLE:**CCL is looking for the party (s) who can assure an annual production of at least One million/two million tonnes per year per machine through supply, installation, commissioning, operation including service, maintenance, consumables and spares management of the Crushing Plant package for the crushing of Run of Mines Coal.

(3) **DGMS APPROVAL:** DGMS approval not required but the Equipment package supplied must have safety standards as specified in Coal Mines Regulation 1957 and circulars issued from time to time.

(i) Director General of Mines Safety, Dhanbad, has specified the illumination standards to be maintained in Open Cast Coal Mines vide DGMS technical circular no: DGMS(Tech.)(S&T)Circular No: 06 of 2016 Dhanbad dt. 08.04.2016. Further, the Lighting standards is to be maintained in an around the equipment in both indoor and outdoor is specified as per Annexure. Which shall be complied by the bidder by installing High Mast Lighting Tower and LED Street light etc. The Lighting Standard to be maintained have been specified vide Govt. Notification no: GSR 617(E) dated 28.04.2017 and corresponding DGMS circular no: DGMS (Legis.) Circular No. 02 of 2017 Dhanbad, dated 06.11.2017.

(4) **COST OF BIDDING AND DOWNLOADING OF BID DOCUMENT FROM WEBSITE:-**

4.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid and the Bidders' Site Visit. CCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.2 The contents of the Bid documents are available on the website(s) and can be downloaded by the bidder up to the bid submission end date. There is no Application Fee. The web-sites are specified in the NIT.

B. THE BID DOCUMENT

(5) CONTENT OF BID DOCUMENT:-

5.1 The Technical details, Bidding procedures and Contract Terms are prescribed in the Bidding Documents. The Bidding Documents are in two Parts:

COMMERCIAL PART

SECTION – I	:	GLOBAL NOTICE INVITING TENDER (GNIT)
SECTION – II	:	INSTRUCTIONS TO BIDDERS
SECTION - III	:	GENERAL CONDITIONS OF CONTRACT
SECTION - IV	:	SPECIAL CONDITIONS OF CONTRACT
SECTION – V	:	TECHNICAL VOLUME
		1. Technical specifications
SECTION - VI	:	ATTACHMENTS
		1. Letter of bid
		2. Contract Form
		3. Bank Guarantee Proforma
		4. Integrity pact Proforma
		5. Undertaking for genuineness of documents submitted.
		6. BOQ.
		7. Technical parameter Sheet.

TECHNICAL PART :-

5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of the bid.

(6) CLARIFICATION OF BID DOCUMENTS/SITE VISITS:-

As per relevant clause of GNIT.

- 6.1 Bidders are advised to visit the site following issue of the Invitation to Bid to familiarise themselves with local conditions and to obtain information necessary for the preparation of their bids at their own cost.
- 6.2 The Bidders shall inspect and examine the site and its surrounding, and shall satisfy themselves fully before submitting bids as to the form and nature of the site, on the surface, the geological conditions decisive for the success of the project, the means of access to the site, the loading and unloading facilities at ports, railway stations and in mines upto the Crushing Plant. In general, the Bidders shall themselves obtain all necessary information as to risks, contingencies and other circumstances susceptible to influence or affect their Bid.
- 6.3 Although certain information are provided in Technical Volume of this Bid, which will be checked by the Bidders, any neglect or failure to obtain or confirm such information will not relieve the Bidders from any liability or responsibilities to carry out the works according to the contract. CCL will assist the Bidders in obtaining the data required but will not assume responsibility either for the data obtained or for their completeness/delay in providing data.
- 6.4 In particular Bidders shall acquaint themselves on their own responsibility with International laws and regulations applicable in India and also other laws and regulations in India under which the work is to be performed, including those which may influence, in general or in detail, design, transportation, erection, operation of the equipment and requirement of manpower. Any failure or neglect to do so will not absolve the successful Bidder from his contractual obligations.
- 6.5 It is specially emphasised that it shall be the responsibility of the Bidders to have themselves familiarised with the prevailing conditions and that no claims relating thereto for additional payment or adjustment of a Contract price will be acceptable after the submission of their Bid.
- 6.6 A pre bid meeting will be held on at the office of the DT(P&P), Damodar Building, Darbhanga House, Ranchi, at 11.00 am on date specified in NIT to clarify any point on GNIT conditions and to answer questions on any matter that may be raised at the meeting.

(7) **AMENDMENT OF BID DOCUMENTS :-**

- 7.1 CCL reserves right to re-tender/cancel a tender or extend the closing date to amend the details of tender at any time by publishing corrigendum as applicable.
- 7.2 **SPECIAL ADMONITIONS FOR INTERNATIONAL USE:** Recognizing the global nature of the Internet, the bidders have to agree to comply with all local rules regarding online content and acceptable Content. Specifically, the bidders have to agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.
- 7.3 **LINKS:** The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary hasno control over such sites and resources, the bidders have to acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of

such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. The bidders have to further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

C. PREPARATION OF BIDS:-

(8) LANGUAGE OF BID:-

8.1 The bid to be submitted by the Bidder and all correspondence and documents relating to the bid to be exchanged between the Bidder and the CCL, shall be written in the **English language** only. Transcript certified by competent authority of supporting documents to be uploaded if any, for purposes of interpretation of the bid, the English translation shall govern.

(9) DOCUMENTS COMPRISING THE BID:-

The Bid to be submitted by the Bidder shall comprise the following documents:

- 9.1 Documentary evidence established in accordance with Clause 13 of GNIT that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is acceptable.
- 9.2 Details of proposed technology and implementation schedule. The proposed work method and schedule, including drawings and PERT charts only be incorporated.
- 9.3 Qualifications and experience of key site management and technical personnel proposed for the contract shall be furnished.
- 9.4 In case equipment manufacturer is quoting against the tender, it has to upload scanned notarized copies of the following documents with the offer:
 - a) Documentary evidence to establish the fact that they are equipment manufacturer for the offered capacity and type of equipment. Such documentary evidence can be ISO-9001 Certificate, Manufacturing License/ Certificate / Registration issued by the appropriate authorities of the manufacturer's country, Certificate from Chamber of Commerce and Industry of the manufacturer's country etc.
 - b) Details in respect of its organization along with the documents like Certificate of Incorporation/ Registration etc.
 - c) Details of After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CCL's personnel.
 - d) In case the bidder does not have the above facilities in India, an undertaking that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned.
- 9.5 In case Indian Agent is quoting against the tender on behalf of the equipment manufacturer, it has to upload scanned notarized copies of the following documents with the offer:

- a) Documentary evidence to establish that their principal is the equipment manufacturer (as indicated above).
- b) Details in respect of its organization along with the documents like Certificate of Incorporation/ Registration etc.
- c) Details of After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CCL's personnel.
- d) In case the bidder does not have the above facilities in India, an undertaking that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned.

9.7 The following documents shall also be uploaded by the bidder in case of contract with foreign principals involving Indian agents:

- i) Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest
- ii) Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.
- iii) A copy of the enlistment of the Indian agent with Director General of Supplies and Disposal, New Delhi, under compulsory registration scheme of Ministry of Finance (As per DGS&D Circular no. 12 dated 17th September 2009 under "Compulsory Enlistment scheme) need to be submitted along with the Cover-I of the offer. In any case all Government of India directives shall be followed in this regard as may be applicable 30 days prior to the date of bid.

9.8 The documentary evidence of the Goods' and Services' conformity to the Bidding Documents may be in the form of literature, drawings and data, and shall furnish :

- (a) Detailed description of the essential technical and performance characteristics of the Goods with life of equipment.
- (b) Detailed specifications of the Equipment.
- (c) Bidder to upload as a separate attachment a scanned authenticated copies of performance report duly Ink signed, confirming that the quoted Model of equipment has performed satisfactorily for a minimum period of 01 year from the date of commissioning of the equipment (supplied during the last 12 years, as on the date of opening of the Tender) and the desired parameters of the performance (Guaranteed availability) of the equipment stipulated in the supply order received and executed have been met and no warranty /guarantee claim is pending against the supply orders received and whose copy(s) enclosed by the bidder along with their offer to establish their proven- ness for the quoted Model of Equipment.

- (d) Bidder to upload as a separate attachment a scanned authenticated copies of self - certification duly Ink signed, confirming that the quoted Model of equipment has performed satisfactorily for a minimum period of 01 year from the date of commissioning of the equipment (supplied during the last 12 years, as on the date of opening of the Tender) and the desired parameters of the performance (Guaranteed availability) of the equipment stipulated in the supply order received and executed have been met and no warranty / guarantee claim is pending against the supply orders received and whose copy(s) enclosed by the bidder along with their offer to establish their proven-ness for the quoted Model of Equipment.
- (e) The Supplier shall furnish legible (preferably printed) **Quality Assurance Plan (QAP)** details for various stages of manufacture duly authenticated by the Authorized Quality department personnel. The Quality Assurance plan shall comply with an internationally recognized quality assurance standard such as ISO 9001 or latest.
- (f) A list giving full particulars of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods and equipment for a period of nine years normal operation.

9.9 The Successful bidder will provide manpower of required qualification and experience as given in Clause 1 of section II.

9.10 Any Other document, information, instruction as specified in the Bid Document and / or specified in the e-procurement portal;

(10) **LETTER OF BID:-**
As per details in GNIT.

(11) **BID PRICES:-:**

11.1 The Bidders shall indicate on the appropriate price schedule attached to the Bidding document as provided in Annexure as BOQ; the unit price (also showing in detail the price of each individual item in an appropriate manner) calculated on the basis of FOB port of shipment for imported Goods and on the basis of FOR destination (Crushing Site) for indigenous Goods and the total bid prices of the Goods, the bidder proposes to supply under the Contract. Prices indicated on the price schedule shall be entered separately in the following manner :

11.2 Price of Goods calculated on the basis of FOB port of shipment for imported Goods shall be converted to CIP (Final place of destination) basis and on the basis of FOR destination (Mine Site) for Indigenous Goods.

11.3 The number and approximate weight of shipping containers in which the goods will be shipped, to be considered CCL when calculating the cost of customs clearance at Kolkata and the inland transport by rail or truck to the plant site.

11.4 Amount of commission, if the bidder is obliged to pay to its agent or representative in india, in terms of percentage of the price of the Goods exclusive of packing, crating and shipping costs. The bidder shall indicate specifically if the amount of commission to be paid is included in the prices or not. This condition also applies to the prices of maintenance

spares,spares and consumables in the same manner further the name of the agent has to be disclosed by the bidder.

11.5 Prices for the indiginious goods, maintenance spares ,spares and consumables,tools & tackles shall be quoted at “price at site” basis including taxes,insurance ,handling and transportation on the price schedule separately as per the BOQ format. The price for indiginious good shall be paid in INR only.

11.6 Other details of price bid as be as detailed in e-GNIT clause 13.5 to 13.8

11.7 PRICE FALL CONDITION:

In the event the successful bidder supplies identical equipment and initial spares at a lower price (than that offered to CCL) to any other customer within a period of six (6) months from the date of signing of this Contract or the date of the last bill of lading for supply of Equipment and guarantee Spares under this Contract, whichever is earlier, the benefit of such lower price shall also be passed on to CCL under this contract . The Bidder shall intimate CCL about the Bidder’s acceptance of such lower price.

(12) BID CURRENCIES:-

The bidders shall quote the **price for imported Major equipment, Guarantee Spares & Consumables and tools & tackles** to be supplied pursuant to the Contract,in the USD only. For the supply of indigenious Major equipment and guarantee spares and consumables, other indigenious Equipment, the bidders shall quote in Indian Rupee (INR) only. The bidder shall quote the year wise rate for **Maintenance Spares and Consumables**@per tonne of committed crushing from 2nd APP onward till 9th APP as well as **operation & maintenance services**@ per tonne of committed crushing on a yearly basis (for each APP) for the entire operation of 9(nine) APP’s in INR only.

The bidders shall also quote the erection & commissioning charges as well as One unit Shifting cost including dismantling, loading, transportation, unloading and re-installation &re-commissioning of crushing plant for 0-50 Km and another one unit shifting cost including dismantling, loading, transportation, unloading and re-installation &re-commissioning of crushing plant beyond 51Km to upto200 Km in INR only.

(13) DOCUMENTS ESTABLISHING THE BIDDER’S ELIGIBILITY AND QUALIFICATION: As detailed in GNIT 12(A)-Technical capability,12(B)-Work experience & 12(C)-Financial soundness,12C(i)-Financial turnover,12C(ii)-Work in Capital,12D-PAN,12E-GST,12F-General essential requirements,12G-Scanned copies of documents to be uploaded by bidder as a conffirmatory document towards eligibility.

(14) DOCUMENTS ESTABLISHING THE GOODS’S ELIGIBILITY AND CONFORMITY TO THE BIDDING DOCUMENT.

As pertechnical specification of NIT and TPS

(15) PERFORMANCE SECURITY/ SECURITY DEPOSIT/PERFORMANCE GUARANTEE:-

- i. The Successful Bidder shall be required to submit performance Security in the form of a Bank Guarantee(BG)issued from any schedule Indian Bank (as per the format given in the

bid document) within a period of 30 (thirty) days from the date of issuance of the Letter of Acceptance/Award for an **amount in INR** as detailed below:

- 30% (thirty percent) of CIP price of the imported Major Equipment **and**
- 30% (thirty percent) of prices at work site of all the other indigenous Equipments without any ceiling.

OR

- 30% (thirty percent) of FOR destination price of all the indigenous Major Equipment along with other equipment to be supplied under the Contract, without any ceiling,

NOTE: The foreign currency component of the imported equipment of CIP will be converted into INR at the exchange rate prevailing on the price bid opening date.

The BG for Performance Security shall be **in three parts**. The amount and validity of respective parts shall be as follows:

(a) 10% of the amount Performance Security required as at (i) above with validity upto 90 days beyond successful completion of 1st Rehav (completion of 4th APP).

(b) 10% of the amount Performance Security required as at (i) above with validity upto 90 days beyond successful completion of 2nd Rehav (completion of 7th APP)..

(c) 10% of the amount Performance Security required as at (i) above with validity upto 90 days beyond the completion of contract period.

NOTE: In case of extension in APPs, the successful bidder shall be required to extend the validity of BG(s) as above in order to ensure the criteria as above during the contract period.

ii. **Refund of Performance Security:** Performance security/Security deposit will be refunded to the successful bidder without any interest within 30 days of the following :

- a) 10% of performance security after successful completion of 1st rehav (completion of 4th APP).
- b) 10% of performance security after successful completion of 2nd rehav (completion of 7th APP).
- c) Balance 10% after successful completion of contract period.

iii. In case the Successful Bidder fails to deposit the Security Deposit within the time period specified above, the Letter of Award/Acceptance issued in favour of the Successful Bidder shall be cancelled and the EMD submitted by the Successful Bidder shall be forfeited and if the Contract Agreement between CCL and the Successful Bidder has already been executed, then the same shall be terminated with immediate effect. Further, the fact of such cancellation shall be recorded and shall be used for evaluating the eligibility of the Successful Bidder in any future dealing with CCL.

iv. The Security Deposit shall bear no interest.

v. The EMD shall be refunded to the successful bidder after receipt of Performance Security.

(16) PERIOD OF VALIDITY OF BIDS:-

16.1 Bid shall remain valid for a period not less than 180 days after the deadline for bid submission specified in GNIT. A bid valid for a shorter period shall be rejected by the Authority.

16.2 In exceptional circumstances, prior to expiry of the original time limit, the Authority may request that the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of extension, and in compliance with Clause no: 15 in all respects.

D. SUBMISSION OF BIDS

17. SUBMISSION OF BIDS:-

As per details in GNIT.

18. MODIFICATION AND WITHDRAWAL OF BID:

As per details in GNIT.

E. BID OPENING AND EVALUATION

19. OPENING AND EVALUATION OF TENDER:-

1. On scheduled date & time of tender opening only Cover-I will be opened. The documents and the TPS of all the Bidders will be downloaded by TIA. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents.
2. After evaluation of the uploaded documents, shortfall documents, are sought from all the bidders, if required. For this purpose, System allows one chance through Shortfall Document , which should be of 10 X 24 hours. If further clarification / shortfall documents are required, another chance may be given to the Bidders through confirmatory link, keeping a time frame of 10 X 24 hours.
3. The techno-commercial acceptability of all the bidders shall be evaluated and after evaluation, the date of opening of the Price bid shall be fixed. As soon as the date and time of opening of Price bids of the techno-commercially acceptable bidders are set in the portal, system will send SMS & e mail alert to the eligible bidders.
4. On initiating the process of opening the Price bid, the system will allow for Auto Financial opening, and upon clicking the button, the Auction BOQ will be created with "Auction Start Price in INR". This Auction BOQ Sheet will be filled up as per existing process and uploaded with an intimation of the Exchange rate considered by TIA, in case of Global Tenders.
5. Reverse Auction is expected to be initiated within two hours after opening of price bids. The auto extensions of time shall be 30 minutes, in case of any reduction recorded in the last 30 minutes.
6. H1 bid will be eliminated during price bid opening. If more than three techno-commercial acceptance bids are available as per the evaluation done by system and such bidder will not be allowed to participate in reverse auction. If two or three bidders have quoted same H1 land cost (i.e. Cost to company), the bidder(s) who submitted / frozen the bid later, shall be rejected and will not be allowed to participate in reverse auction.

7. The reverse auction platform will be created as detailed in **General guidelines and process flow**, displaying only the item wise start bid price, decrement value, starting and ending time. The name of Bidders shall not be made visible to any Bidder, participating in the Reverse Auction.
8. The **General guidelines and process flow** for Tender Cum Auction are as under:

(20) **TENDERS CUM AUCTION EVALUATION :**

Reverse Auction will start on as indicated in the NIT clause No17.3

There will be no participation fees for e-Reverse auction.

- (i) System displays L1 cost to company price automatically in auction creation form and allows TIA to edit the value as 'start bid' price. For the time being L1 Price or **[approved estimated/justified price excluding GST (only estimated price in case of mining tenders) + applicable GST including GST Compensation Cess, if any, taking into consideration Input tax credit, if applicable] + 10%** whichever is lower will be the start bid price for tenders for works and services. The estimated price should be based on SOR (Schedule of Rates) and market analysed rates in case of items/services for which SOR is not available. Wherever SOR is not available, preparation of SOR should be made in a scientific manner based on proper justification on priority. **If the L-1 price is higher than the Start Bid Price (as above) and the RAP is not triggered within the scheduled time, the cases will be retendered.**
- (ii) The L1 price / start bid price is cost to the company price on which the auction will be initiated.
- (iii) The decrement value will be 0.5 % of the start bid price with minimum of Rs.1/-, as the system does not have a provision of taking amounts less than Rs.1/- as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof.

The maximum seal percentage in one go shall be fixed as 2% over and above the normal decrement of 0.5% i.e. 2.5% of start bid price or the last quoted price during reverse auction, whichever is lower.

In order to have ease of submission of reverse auction bid by the bidders, it is suggested that decrement value may be rounded off to nearest value as under :

- (a) For decrement values up to Rs.10/-, rounding off may be made to nearest rupee.
- (b) For decrement values from Rs.11/- to Rs.100/-, rounding off may be made to nearest 10.
- (c) For decrement value from Rs.101/- to Rs.1,000/-, rounding off may be made to nearest 100.
- (d) For decrement value from Rs.1,001/- to Rs.10,000/-, rounding off may be made to nearest 1000.

and so on

For cases where the unit rate is low and quantum of item is huge, if the decrement value in terms of 0.5% works out to be in paise and rounding off to nearest rupee, would be much higher than 0.5% of start bid value, the unit of measurement may be adjusted in such a way so that decrement value may remain in the range of 0.5% or Rs.1/- whichever is higher.

- (iv) Initial period of reverse auction will be two hours. There will be auto extensions of time every time by **thirty** minutes in case of any reduction recorded in the last **thirty** minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last **thirty** minutes slot.
- (v) System protects bid and bidder information till auction gets over and displays current L1 price to the bidder in auction hall.
- (vi) System provides bidder details along with bid documents at the end of reverse auction process.
- (vii) The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
- (viii) If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
- (ix) Since, reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be same as the tender process without reverse auction.
- (x) The bid history shall reflect only the landed price. The landed price shall also not be same for two bidders even if any bidder makes such an attempt.
- (xi) Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
- (xii) Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
- (xiii) On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.
- (xiv) All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by CCL will form a binding contract between CCL and the bidder for entering into a contract.
- (xv) Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such.
- (xvi) If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.

(xvii) In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.

Disruption and restarting of RAP shall be intimated to all the bidders through system/SMS/e-mail through e procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.

(xviii) Exchange rate : The exchange rate prevailing on the price bid opening date, shall be fed to the system by the TIA during opening of the price bid. The data will be obtained from RBI / SBI website or directly from Banks.

(xix) At the end of reverse auction, the L1 bidder has to submit break up of prices conforming to the lowest landed rate quoted by him in the reverse auction.

(i) **Break-up of price** : The successful bidder shall upload break-up of price online through confirmatory link , after reverse auction in the same structure as per their original price bid and they will not be allowed to increase the initial quoted rate of any component. The composite price may be either equal to the price offered in reverse auction or less.

The detailed Break-up of offered cost to company price, uploaded by the bidder shall be considered and order, if placed, shall be with the same break-up of prices.

While giving the break up, the bidder will have to consider same rate of taxes and duties as quoted while submitting the e price bid. In case the successful bidder fails to submit the break-up of cost to company price within stipulated period or the break up given by bidder does not match with total offered price, the Company will be at liberty to place order by proportionately reducing item rates on basis of the breakup of the e-price bid submitted by the bidder along with the initial offer and the same will be binding on the bidder. In case of works and services tenders, the reverse auction will be conducted on the composite cost to company price.

(xx) If the no of Crushing Plant packages offered by L1 bidder is less than that of tendered quantity ,CCL will decide allocation of balance quantity in following manner:

- (a) The accepted L-1 rate will be counter-offered to the other successful bidders strictly in terms of their price bid ranking and offered quantity.
- (b) The balance quantity after allocation to L1 will be counter-offered to L2 bidder on L1 rates.
- (c) If L2 does not agree or agrees for part quantity on L1 rates, the balance quantity will be passed to L3 bidder and so on.

F. AWARD OF CONTRACT

21. AWARD OF CONTRACT:-

Award of work to the successful bidder will be considered based on techno-commercial acceptability and reasonableness of prices of L1 offer.

- (i) The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period in writing by e-mail and confirmed by registered letter. This letter(hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").
- (ii) The notification of award will constitute the formation of the Contract. The contractual job should be completed within the period specified in the NIT after 30(Thirty)days of the date of issue of letter of acceptance.
- (iii) The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 30(sixty) days following the notification of award along with the letter of Acceptance and/ or Work Order issued by department.
- (iv) In case of failure to submit performance security and enter in to agreement in specified period or extended period, on written request of contractor, if any, the department shall debar the selected bidder from participating in re-tender. In addition, the department may debar the bidder from participating in future bids for at least 12 months.
- (v) In the bidding process, the reason of rejection of Bid of any bidder will be intimated to non-qualified bidder through Portal after the award of the work to the successful bidder(s). The Security / Earnest Money shall be refunded to unsuccessful bidder(s) as per provision of relevant clause of bid document.
- (vi) The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copy, additional cost to be charged. All additional copies should be certified by the Engineer-in-Charge.

- (vii) The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in charge, his representatives or any other officials authorized by the company for the purpose.
- (viii) The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

SECTION – III

GENERAL CONDITIONS OF CONTRACT

Clause

1. Definitions
2. Successful bidder's Scope of Work
3. Standards and Technical Specifications
4. Patent Rights
5. Inspections and Tests
6. Supplier's Inspection of Equipment before Delivery
7. Packing
8. Term of Shipment
9. Delivery and Document
10. Insurance
11. Transportation
12. Delay in the supplier's Performance
13. Liquidated Damages for Late Delivery
14. Inspection of Equipment and Initial Spares at Site
15. Installation, Test Run and Commissioning
16. Performance
17. Maintenance Spares Part
18. Warranty
19. Claims
20. Payment
21. Technical Document required along with supply
22. Assignment
23. Subcontracts
24. Taxes and Duties, Licences
25. Force Majeure
26. Termination, Suspension, cancellation & Foreclosure of Contract
27. Applicable Laws
28. Settlement of Disputes and Arbitration
29. Limitation of Liability
30. Lowest Price Certificate

31. Fall Clause
32. Coming into Force of the Contract
33. Validity of the Contract
34. Language for Communication
35. Amendment and Supplement

IMPORTANT NOTE : THE DEFINITIONS GIVEN IN THE SECTION - III HAVE SAME MEANING FOR OTHER SECTIONS ALSO.

SECTION III

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

In this Contract, the following terms shall be defined as under :

- a. "The Contract" means this Contract dated -----entered into between <CCL> and the Successful bidder / Supplier and signed by the Parties, including all Schedules, Sections and Annexes appended hereto and all documents incorporated by reference herein and as more specifically detailed in Clause 1 – Definitions of the Signing Document hereinbefore.
- b. "CCL" or "Authority" means <Central Coalfields Limited, Ranchi, Jharkhand> inviting the bid for deployment of Crushing Plant package including its successors and permitted assigns.
- c. "**Successful Bidder**" means the bidder who is adjudged the most competitive bidder based on bid evaluation and has deposited the necessary Earnest Money and has been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.

In case the Successful Bidder is not a Crushing equipment manufacturer, "The Supplier" means a Crushing Plant package manufacturer who is recommended by the Successful Bidder with whom a separate agreement will be signed for buying the Crushing Plant package including its successors and permitted assigns.

In case the Successful Bidder a Crushing equipment manufacturer "The Supplier" means a Crushing Plantpackage manufacturer who is the Successful Bidder or a party in Joint venture company or consortium qualified as Successful Bidder, having the obligation of supply the Crushing Plant package including its successors and permitted assigns.

The terms “Successful Bidder” and the “Supplier” used in the document are interchangeable and their meaning are to be taken with reference to the context. However responsibilities indicated in the document remains and forcible on the party performing the duty to which the party is accountable.

- d. **"DGMS"** means Directorate General of Mines Safety, Government of India.
- e. **"Contract Period"** means the period from the date of coming into force of the Contract to the date of completion of nine (09) Annual Production Period (APPs).
- f. **"Coming into Force of the Contract"** means the date the Contract comes into force in accordance with relevant Clause of the Bid Document.
- g. **"The Contract Price"** means the price payable to the Bidder under the Contract for the full and proper performance of its Contractual obligations.
- h. **"Equipment"** means all new and unused Equipment and Machinery to be supplied by the Supplier / Successful bidder to <CCL> under the Contract.
- i. **"Goods"** means all Equipment and Initial Spares & Consumables or any part thereof as required in the context.
- j. **"Annual Guaranteed Crushing"** means the run of mine (ROM) coal crushing to (-) 100mm atleast one million tonne for 400 TPH(Rated) atleast 2 MTY for 500 TPH(Rated) which the Successful bidder guarantees during Annual Production Periods.
- k. **"Gurantee Spares and Consumables"** shall mean the initial consignment of spare parts, and consumables to be used for gurantee period i.e. one year after installation & commissioning.
- l. **"Maintenance Spares and Consumables"** shall mean
 - (a) Such spares and consumables necessary for the purpose of maintaining the Equipment and components in working order including grease and Lubricants.
 - (b) Such other additional spares necessary for maintenance of the Equipment and components in working order (including two major overhaul of the Equipment) during the Contract Period. Additional spares includes only items intended to be permanently fitted to the Equipment.
- m. **"USD"** (“Dollars” or “US\$” or “\$”) and **"INR"** means the lawful currency of the United States of America (USA) and India respectively.
- n. **"MTY"** means Million Tonne per Year (1 Te=1000kg)
- o. **"ROM"** means Run of Mine coal.
- p. **"TPD"** means Tonne Per Day.
- q. **"Operation & Maintenance Services"** means the provision by the Successful bidder for services for operation and maintrnance of owner’s equipment post commissioning and up to the end of the contract period.

- r. **“Overhaul”** means two overhauling of CCL’s Crushing Plant package during contract period and transfer of technical know-how to CCL for its undertaking the work independently in future. The timing of the overhaul will be in the fourth (4th) APP and (7th) APP. The successful bidder will be free to do one additional overhaul before the agreed upon overhaul in the 4th and 7th APP at his own cost and without any concession for additional time for this overhauling. The completion period of the APP will be 20 days from the date of handover of the machine. It will not be added to APP, but if not completed within 20 days then whole down time will be added to APP.
- s. **“Annual Production Period” (APP)** means a period commencing after the date of successful commissioning of the equipment and completion of any preparatory works as notified by the Successful bidder and shall normally last 357 working days. In case of stoppages, for whatever reasons, which are beyond the control of either of the parties, will be allowed to compensate such stoppages. Stoppages of duration less than half and hour shall be disregarded entirely for the purpose of accumulation. The accumulated hours upto 20 hrs will be considered one day of APP. The APP shall be extended to reduce the accumulated stoppages to zero as quickly as is practicable before the commencement of the next APP. The first APP therefore shall last for 357 working days from start date plus any extension as provided in this sub clause. Each of the subsequent APP shall commence on the expiry of the previous APP and shall last for one (01) year plus any extension as provided in this sub-clause. Notwithstanding the above, an APP shall be deemed to have been completed on achieving guaranteed production relevant to the APP if 357 working days have been worked in the said APP.
- t. **“Date of Delivery”** means the date of delivery of the Equipment at the place of Installation
- u. **“Company’s Equipment means :-**
- (i) All imported equipment, machinery and structure.
 - (ii) All imported initial spares and consumables parts.
 - (iii) All indigenous equipment provided by CCL as well as Bidder in the Crushing Plant.
 - (iv) All maintenance spares, other spares, consumables, tools, tackles etc. Necessary for execution of this Contract.
- v. **“Coal Crushing Plant Site”** or “Mine” or “<.....> Mine” means the <Name of the Mine> open cast mine in <.....> Area of <CCL>.
- w. Engineer/ Engineer-in-charge/ Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the Successful bidder, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer/ Engineer-in-charge/ Designated Officer-in-charge may further appoint his representatives i.e. another person / Project Manager or any other competent person and notify to the Successful bidder who is directly responsible for supervising the work being executed at the site, on his behalf under the delegation of powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer/Engineer-in-charge/ Designated Officer-in-charge. The employer will designate and name the responsible person within 14 days from signing of the contract.

- x. **“Semi Mobile/ Skid mounted Crusher/Feeder Breaker/Sizer/Impact Crusher”** Crushing Plant (CP) means Semi Mobile/Skid Mounted transportable equipment having crushing capability from ROM coal to (-)100 mm size in three dimension capacity 400 TPH (Rated) and 500 TPH (Rated) maximum size of ROM coal may be upto 1200 mm. Instead of Semi-mobile Skid mounted design, proven-ness of Mobile design will also be considered without giving any technical priority and will be considered at par.
- y. **DAILY CRUSING CHARGE:** Monthly Crushing charges will be calculated on daily basis and will consist of two parts:
- Year-wise Spares & Consumables cost Quoted in Rs./Tonne by the bidder (From 2nd APP onwards).
 - Year-wise Operation & Maintenance Service Charge Quoted in Rs/Tonne by the bidder (From 1st APP onwards).

For 1st year operation daily crushing charge will be operation & maintenance service charge quoted in Rs./tonne. Cut off date for date for calculation of monthly charges will be first day of the subsequent month. If foreign currency is involved at any moment of time the conversion rate will be the screen rate of RBI applicable on the date of cut off.

z. “Force Majeure” As detailed in Clause 25.

2. **SUCCESSFUL BIDDER'S SCOPE OF WORK:-**

- 2.1 Supply of the ‘Crushing Plant’ package with guarantee spares& consumables, tools & tackles, initial fill of oil etc. and installation & commissioning.
- 2.2 Supply, installation and commissioning of all the associated equipment required within the crushing plant. This will include, lighting, crushing and Conveying of Crushed coal through stacker conveyor upto coal stacking point, power supply shall be arranged as detailed in technical part of the bid document, drainage management, and environment monitoring in the crushing plant.
- 2.3 Guaranteed Daily availability 83.33% (i.e. 20 hours per day). Up-to Half an hour breakdown daily will be neglected. Cumulative breakdown hours in excess of 20 hours will add up to one day extension of APP.
- 2.4 The successful bidder will provide operation & maintenance services to produce guaranteed quantity of Crushed Coal for 9 APPs.
- 2.5 The Successful bidder will arrange for all maintenance spares and consumables required for operation of Crushing Plant’ package from 2nd APP onward to 9th APP.

A list of total spares required / supplied by the Successful bidder shall also be submitted to the company before commissioning the system.

- 2.6 The Successful bidder will overhaul the Crushing Plant’ package in the 4th and 7th APPs at no additional cost or services to the Company and these costs are deemed to be inbuilt in the quotation for maintenance cost per tonne and maintenance spares cost per tonne quoted for APPs in the price schedule.

- 2.7 Providing of crushing plant layout and sequence of operation, details of dust suppression system and detailed network of implementation.
- 2.8 Providing Dust Supression System, pumping arrangement and filtered water and stacking of crushed coal of agreed quantity at the coal siding point.
- 2.9 Providing existing workshop and store facilities. For any additional requirement of workshop and store shall be in the scope of the bidder. The other equipments or constructions are to be arranged by the Successful bidder without any additional cost to the Company. 24 hours access to the site store will be provided to the Successful bidder.
- 2.10 Transfer of technology and training of CCL personnel in operation and maintenance of the supplied equipment.(In case contract is not extended beyond 9APP's.
- 2.11 **CRUSHING SCHEDULE:** The objective of the bid is to achieve a total Crushing of 1.0 million/2.0million tonnes of crushed coal per machine per year within a period of nine(09) years. Average annual guaranteed production shall be a minimum of 1.0 and 2.0 million tonnes.

3. STANDARDS AND TECHNICAL SPECIFICATIONS:-

3.1 All Goods to be supplied under this Contract shall be according to the following norms/recommendations and standards currently in force.

ELECTRICAL - IEC Standards/ Recommendations/ Indian Electricity Rules/CEAR 2010/ The Indian Mines Act,1952 as amended.

MECHANICAL - ISO Standards/ BIS Standards/ The Indian Mines Act,1952 as amended.

3.2 National standards and/or manufacturer's shop standards currently in force in the country of origin of the Goods shall be applied, provided they are similar or superior to the standards mentioned in sub-clause 3.1 above.

3.3 All measurements, dimensions, weight etc. of Equipment, Initial Spares and maintenance Spares shall be indicated in SI system of units.

3.4 Normally Indian standards as published by Bureau of Indian Standards shall be followed. Wherever relevant Indian standard is not published by BIS, international standards or American standard or German standard or British standard shall be followed.

4. PATENT RIGHTS:-

4.1 During the Contract Period the Supplier and Successful bidder shall indemnify CCL against all third party claims for infringement of patent rights, trademark or industrial design rights by the Supplier and Successful bidder in respect of Goods supplied under this contract. Limitations apply as per clause 29.

4.2 During the Contract Period CCL hereby undertakes to render all necessary assistance to the Supplier and Successful bidder in contesting any legal action in a Court of Law or

otherwise in connection with third party claims, at no cost to CCL and without jeopardizing interest of CCL.

4.3 Royalties and fees for patent covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the contract price. The Successful bidder shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the owner indemnified in that regard. The Successful bidder shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the works, and in case of an award of damages, the Successful bidder shall pay for such award.

5. INSPECTIONS AND TESTS:-

5.1 CCL or its representatives may undertake the inspections and tests of the Equipment and Initial Spares, at the premises of the Supplier or its sub contractor(s) and/ or at the Crushing Plant at site. When such test/inspection is carried out at the premises of the Supplier or its sub-contractor(s), all reasonable facilities and assistance shall be provided to the persons inspecting, by the Supplier.

5.2 CCL or its representatives shall have the right to inspect and/or undertake reasonable tests of Goods to confirm their conformity to the Contract. CCL shall at least 30 days in advance notify the Supplier about the inspection to be carried out by CCL or its representatives. CCL shall also, at least 30 days in advance of the inspection, notify the Supplier in writing, of the identity of any representative retained for this purpose.

5.3 In the event any Goods fail to conform to the specifications, CCL may reject them in writing mentioning the specific reason for rejection, within fifteen (15) days from the date of inspection and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet the specifications, free of cost to CCL.

5.4 CCL's right to inspect, test and where necessary, reject the Equipment and Initial Spares after the arrival of the same in India (but not later than 90 days from arrival at Crushing Plant Site) shall in no way be limited or waived by reason of the Goods having been previously inspected, tested and passed by CCL or its representatives prior to their shipment from the country of origin.

5.5 Any provision of Clause: 5 shall not in any way absolve the Supplier from any warranty under this Contract in respect of the Equipment and Initial Spares.

6. SUPPLIER'S INSPECTION OF EQUIPMENT BEFORE DELIVERY:-

6.1 The Goods shall be inspected and tested by the Supplier, before delivery, in its or its sub-contractor's shop to ensure that the Equipment and Initial Spares have been fabricated/manufactured according to the standards and specifications under this Contract and shall yield standard performance.

6.2 The Supplier shall prepare factory inspection certificates summarising the testing results when required by the Company in writing, as a component of the documents required under Clause 20 herein for payment.

6.3 Such certificate shall not in any way relieve the Supplier from any warranty or other obligations in respect of quality, specifications and quantity, under this Contract.

7. PACKING

7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

7.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

7.3 Packing instructions: The Supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint with the following:

- i. Project;
- ii. Contract No;
- iii. Country of origin of Goods;
- iv. Supplier's name;
- v. Packing list ref. Number;
- vi. The gross weight, net weight and cubic measurement;
- vii. Consignee Name and Address;

NB: One copy of the packing list shall be inserted inside the package.

8. TERMS OF SHIPMENT:-

8.1 The Supplier shall notify Port consignee with copy to GM(E&M),CCL fortyfive (45) days in advance regarding readiness of ordered items for arranging shipment by fax/mail, the Contract No., description of the equipment, quantity, no. of packages, their individual weight & dimension total gross weight, total volume in cubic metres for loading at Port of shipment together with details on total invoice value and any special requirements or attention to be paid during handling and storage.

8.2 Shipping arrangement will be done by C&F division of CIL who may be contacted by the supplier.

8.3 All costs of packaging, internal transportation, fees of forwarding agents, warehousing charges, port charges, dock and harbour dues, and all other expenses as may be incurred for the purpose and up to the point of delivery of the Equipment and Initial Spares on board the nominated ship shall be paid by the Supplier. The Supplier shall be liable for all expenses, including dead and extra freight, demurrage of vessels etc. arising from non-

delivery, frustrated delivery or delay in shipment due to lack of shipping opportunities, or delay in providing documents, which are for any cause attributable to the Supplier.

8.4 The risk of the Goods and Maintenance Spares shall remain with the Supplier until delivery has been effected CIP (INCOTERMS) final Destination.

9. DELIVERY AND DOCUMENTS :-

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

9.2 For purposes of the Contract, “EXW”, “FOB”, “FCA”, “CFR”, “CIF”, “CIP” and other trade terms used to describe the obligations of the Parties shall have the meanings assigned to them by the prevailing edition of *Incoterms* on the date of tender opening, published by the International Chamber of Commerce, Paris.

10. INSURANCE :-

10.1 The Goods supplied under the Contract shall be fully insured by the supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery up to Final destination site. The insurance cover should be available for a period of not less than four (4) months after the complete supply is delivered at final destination to cover the period of erection and commissioning.

10.2 Where the delivery of the Goods is required by the Purchaser on CIP Basis, the supplier shall deliver the goods at the named place of destination at its own risks and costs. CIL has no obligation to the supplier for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance.

Where the delivery of the Goods is required by the Purchaser on FOR destination Basis, the supplier shall deliver the goods at the FOR destination site at its own risks and costs. CCL has no obligation to the supplier for arranging insurance. However, CCL will provide the supplier upon request, with necessary information for obtaining insurance

11. TRANSPORTATION :-

11.1 (a) Where the Supplier is required under the Contract to deliver the Goods on CIP (Final Place of Destination) basis, transport of the goods to the port of destination or such other named place of Destination in the Purchaser’s country, as shall be specified in the contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. In quoting the price on CIP basis, there shall be no restriction on the choice of the carrier or Insurance Agency. In case of inland transportation of goods, the same is to be done through registered common carriers only.

(b) However, bidders will utilize the services of Shipping Corporation of India (SCI) for Ocean shipment, if commercially viable. In case of supply on award of contract, if bidder is

not utilizing the services of SCI for ocean shipment, they will be required to furnish an undertaking along with other shipping documents that they have approached SCI for this shipment and it has not been found to be commercially viable by them.

11.2 In case of FOR Destination contracts, transport of goods to the Destination site shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price. Transportation of goods is to be done through registered common carriers only.

12. DELAYS IN THE SUPPLIER'S PERFORMANCE :-

12.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

12.2 If at any time during performance of the Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by amendment of the Contract.

12.3 Except as provided under Force Majeure, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Clause 13.2 below , unless an extension of time is agreed upon pursuant to Clause 12.2 without the application of liquidated damages.

13. LIQUIDATED DAMAGES FOR LATE DELIVERY :-

13.1 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, CCL, shall have the right:

- (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 equipment/ 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), or
- (b) To purchase elsewhere after due 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 cancelling the supply order in respect of the consignment not yet due for supply, or
- (c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment/ stores 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 forfeit the security deposit fully or in part.
- (f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, CCL, 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 CCL, the balance amount on demand. The supplier shall not be entitled to any gain on any such purchase.

13.2 For the purpose of the calculation of the liquidated damages amount, the basic FOR Destination price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

14. INSPECTION OF EQUIPMENT AND GUARANTEE SPARES & CONSUMABLES AT SITE:-

- 14.1 The Successful bidder / Supplier and CCL's representative shall inspect jointly the equipment and Gurantee Spares& Consumables on their arrival at Site in respect of quality, specification, and quantity. If discrepancies are found in specification or quantity or quality from as specified under the contract, CCL shall have the right to reject the Equipment and Initial Spares within 90 calendar days from the date of arrival of the same at Plant Site. If the documents, certificates, drawings and or literature in any package are incomplete or lost in transit the Successful bidder / Supplier shall furnish the missing ones free of cost within thirty (30) days after receipt of CCL's notice on this behalf.
- 14.2 If discrepancies are found in specification or quantity or quality from as specified under the contract, and are rejected by the company, the Successful bidder /supplier will replace or additionally supply as the case may be the equipment or parts so rejected within 60 days of such rejection, without any cost to the company.

15. INSTALLATION, TEST RUN AND COMMISSIONING:-

15.1 For the purpose of this clause –

- **“Installation”** means putting together the component parts of structures, owner's Equipment (as given in Annexure) and/or systems by the Successful bidder's installation team resulting in a structure, equipment and/or systems ready for proper operation;
- **“Test run”** means testing the structure, equipment and/or system under no load conditions by the Successful bidder / supplier.
- **“Commissioning”** means testing the structure, equipment and/or systems by the Successful bidder / supplier under full load condition to the satisfaction of CCL. Further the Equipment Commissioned should continuously run for 30days on full Load,(i.e. Rated TPH)
- Both parties shall make all reasonable endeavours to achieve the Target Commissioning date. The Successful bidder will be responsible for the provision of adequate Crushing Plant equipment and spares as identified in their scope of supply and timely delivery of the same to the Plant so that the Commissioning can be done in time. On the

achievement of satisfactory commissioning (Actual Commissioning Date) Successful bidder will notify the Owner of such commissioning. The Successful bidder will notify CCL starting date of 1st APP. The measurement of crushing will commence on the date of starting of trial run. The process will be repeated on the start of crushing after major over hauling.

- The Successful bidder will be paid for the coal crushed during the trial run as per the agreed rates for the first commercial production year (the first APP). However, in no case the trial run period can be more than 45 days. In case commercial production period does not start immediately after 45 days of trial run, no payment for the coal crushed after 40 days will be made and payment will start after completion of second month of 1st APP.

NOTE: The Annual Production Period (APP) 357 days, for 2 MTY Crushing Plant the daily production requirement = $2000000 / 357 = 5602$ tonne and for 1 MTY Crushing Plant the daily production requirement = $1000000 / 357 = 2801$ tonne. So for successful commissioning a cumulative production of $30 \times 5602 = 168060$ tonne for 2 MTY crushing plant and $30 \times 2801 = 84030$ tonne for 1 MTY crushing plant will be considered irrespective of minor variation upto 10% in daily production.

- 15.2 CCL shall provide competent and qualified personnel, to be trained by and to work under the supervision of the Successful bidder's service team in performing certain of the Owner's obligations under the Contract. **This clause is occasionally applicable if required for training purpose.**
- 15.3 The Successful bidder's service team shall bring with them all special tools necessary for performance of its services under the Contract.
- 15.4 Each party to the Contract shall nominate, at least two (02) months prior to the commencement of installation work one (01) site representative to deal with all technical matters in connection with the works during the period from commencement of installation up to the end of the Contract period. Any problem shall be settled through amicable consultation by the site representatives. The representative maybe changed by either party by giving notice of one month to the other party. General Manager of <.....> Area or his authorized representative will be the site representative from CCL.
- 15.5 The Successful bidder's site representative shall be experienced in the technology and competent enough to take decision on the spot.

16. PERFORMANCE:-

- 16.1 The authorized representatives of CCL and the Successful bidder who will be posted at site shall every day prepare and submit a joint crushing report in accordance with clause no. 20.3.1. This report will also record stoppages as detailed in clause 1(s).

The measurement will be based on the methodology as per clause no. 20.3.1.

- 16.2 The Crushing Plant will be run 8 hour into three shifts, including 2 hours of maintenance and preparatory work per day. The Successful bidder's personnel would

be allowed free access to the Crushing Plant 24 hours a day in accordance with the provisions of the Mines Act.

17. MAINTENANCE SPARE PARTS: The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b) In the event of termination of production of the spare parts;
 - i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements and
 - ii. following such termination, furnishing at no cost to the Purchaser, the manufacturing drawings, material specifications and all necessary permissions to facilitate manufacture of the Spare Parts elsewhere.
- c) The Successful bidder shall supply sufficient Maintenance Spares to ensure that at the end of the Contract Period the Company is left with spares and listed consumables equivalent to described in the Annexure (Initial Spares and Consumables).
- d) Any replenishment that may be required to be made at the end of the Contract period may be done with new spare parts and at the option of the Company, with fast moving parts and up rated parts instead of obsolete and non-moving ones, so as to make up the value of left out spares up to the overall value of initial spares supplied.

18. WARRANTY:-

18.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.

18.2 This warranty shall remain valid for twelve (12) months from the date of Commissioning of the equipment.

18.3 The bidder will have to repair or replace the defective Goods or parts thereof, without costs to the Purchaser at the final destination.

18.4 If the Supplier, having been notified, fails to remedy the defect(s) within the period of 30 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

19. **CLAIMS:-**

19.1 In case the Supplier is liable for any defect in the Equipment, Initial Spares or Maintenance Spares, and a claim is lodged with the Supplier by CCL during the warranty period, the Supplier shall settle the claim upon CCL's agreement in one of the following ways or a combination thereof.

(a) Replace the defective part or component or the whole item of the Equipment with new material or repair conforming to the specifications, quality and performance as specified in the Contract and bear all directly related expenses sustained by CCL, in accordance with Clause 2.9 of Special Conditions of Contract Section IV.

If during the process of work the company representatives shall decide and inform in writing to the Successful bidder that the Successful bidder has manufactured any plant or part of the plant unsound or imperfect or has furnished any plant inferior than the quality specified, the Successful bidder on receiving details of such defect or deficiencies shall at his own expense within 7 days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work and furnish fresh equipment upto the standards of the specification provided that the Successful bidder had not cured such deficiency within 7 days. In case the Successful bidder fails to do so, company may on giving the Successful bidder 7 days notice in writing of his intention to do so, proceed to remove the portion of work so complained of and, at the cost of the Successful bidder, perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive the owner of or affect any rights under the contract which the owner may otherwise have in respect of such defects and deficiencies.

The Supplier's full and extreme liability under this clause shall be satisfied by the payments to the owner of the extra cost, of such replacement procured, including erection, as provided for in the contract, such extra cost being the ascertained difference between the price paid by the owner for such replacements and the contract price portion for such defective plant and repayments of any sum paid by the owner to the Successful bidder in respect of such defective plant. Should the owner not so replace the defective plant, the Successful bidder's extreme liability under this clause shall be limited to repayment of all sums paid by the owner under the contract for such defective plant.

(b) Agree to the rejection of the equipment and refund the value of rejected component/equipment in the same currency on FOB value basis specified in the Contract.

Supplier's obligations under clause 17.1(a) or 17.1(b) shall be CCL's sole remedy for claims for defective Equipment and Initial Spares and Maintenance Spares during the warranty period.

19.2 In case the Supplier fails to respond within thirty (30) calendar days after receipt of <CCL's claim, it is deemed that Supplier has accepted the claim, and CCL shall have the liberty to proceed for recovery/set off of the claim against the Supplier's invoices. It is hereby agreed that the date of correct and full communication of the claim by fax or e mail shall be considered as the date of claim made byCCL.

19.3 Except in case of Force Majeure as stated in Clause 25, late delivered claims resulting from any reason whatsoever beyond the control of CCL shall remain effective provided that

they are lodged with the Supplier within thirty (30) days after the expiry of the warranty period.

19.4 In case the actual crushing from the crushing plant during the first APP falls below 83.33% of Annual Guaranteed Crushing, CCL shall have the right to return the Equipment and Initial spares on FOB <Kolkata> basis, with all cost from the Crushing Plant Site to FOB <Kolkata> on Successful bidder's Account (to be refunded by Successful bidder in cash) and Successful bidder shall refund all payments already made by CCL to the Successful bidder in respect of the Equipment and Initial Spares till such time. The consignee details shall be advised by the Successful bidder.

20.0 PAYMENT: Payment for Crushing Plant package will be made by CCL in the currency quoted by the supplier through letter of credit for global bidder only. For Indian bidder, payment for crushing plant package will be made by CCL through online.

For oversea's initial spares & consumables, payments will be made in equivalent INR after converting the quoted and accepted rate in to INR based on Bill selling rate of State Bank of India on the last day of the month for which payments is being made.

For operation and maintenance services and spares & consumables cost beyond warranty period, payments will be made in INR only.

20.1.1 PAYMENT TOWARDS PRICE OF FOREIGN GOODS SHALL BE MADE IN THE FOLLOWING MANNER:

FOR IMPORTED GOODS

- (i) 100% of the price of Main Equipment with Guarantee Spares & Consumables and special tools and erection & commissioning charges shall be paid after successful installation & commissioning and testing for 30 days and accepted thereof by the company on submission of commissioning Certificate and the documents as listed below subject to submission of 30% Bank Guarantee of the total price of the equipment with consumable refundable @10% after successful completion of 1st rehav after 4th APP on fulfilment of contract condition. Further, refundable @10% after successful completion of 2nd rehav after 7th APP. Balanced @10% after 90 days of successful completion of contract period. The commissioning certificate shall be signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD/E&M of CCL, where the equipment has been Installed.
- (ii) Payment for CIF Price of imported goods will be made by CCL in the USD by the CCL through letter of credit. The payment of all other charges from CIF to CIP, such as inland transport, insurance etc. will be paid in INR after converting that component in INR by exchange rate applicable on the date of price bid opening available on RBI/SBI site. However, only custom duties shall be paid by CCL/CIL.
An irrevocable Letter of Credit to be opened by the Company through <State Bank of India, CAG Branch, Kolkata> in favour of the Supplier and confirmed by a first class bank in the Country from where the equipments are supplied by the Supplier

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

The letter of credit shall not be confirmed. In case the bidder insists for confirmation of the letter of credit, the cost of confirmation shall be borne by the bidder.

L/C shall be opened only after receipt of Security Deposit.

L/C shall allow partial shipment and Trans-shipment.

Submission of Documents for Payment in foreign Currency for equipment

For Payment for equipment in foreign Currency, the supplier will submit the following documents along with bills to the bank for negotiating L/C

- a) Four (4) copies of the Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount.
- b) Three (3) copies of the clean on-board bill of lading and four (4) copies of non-negotiable bill of lading.
- c) Four (4) copies of packing list identifying contents of each package.
- d) Manufacturer's Warranty /Guarantee Certificate.
- e) Manufacturer's Test & Inspection Certificate.
- f) Lowest Price Certificate as per SCC clause – 1.1(a(viii)).
- g) Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country.
- h) Copy of Performance Bank Guarantee as per relevant clause,
- i) Confirmation of acceptance of PBG by CCL HQ.
- j) A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than -----% of FOB value of the contract to M/s. -----(Indian Agent). This certificate will form a part of letter of credit.
- k) Goods Consignment note supported by Challans of all the consignments, duly receipted by consignee, with the certificate from supplier that all the consignments for commissioning of complete equipment have been delivered (required only for equipment).
- l) Undertaking in case bidder is not utilizing the services of SCI for ocean shipment, that they have approached SCI for this shipment and it has not been found to be commercially viable by them.
- m) Copy of Certificate of Insurance.
- n) Any other document(s) required as per contract

20.1.2 PAYMENT FOR INDIAN AGENCY COMMISSION : The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

The following documents shall be submitted by the bidder in case of contract with foreign principals involving Indian agents:

- i) Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by

the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest

- ii) Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.
- iii) A copy of the enlistment of the Indian agent with Director General of Supplies and Disposal, New Delhi, under compulsory registration scheme of Ministry of Finance (As per DGS&D Circular No. 12 dated 17th September 2009 under “Compulsory Enlistment scheme”).

However, if all the details given in Para – (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.

Agency commission, if any, shall be paid in equivalent Indian Rupees, after installation and commissioning of the equipment within twenty-one days of submission of bills along with following documents:

- (A) Copy of foreign principal’s invoice.
- (B) Copy of bill of lading.
- (C) Certificate from State Bank of India regarding BC selling exchange rate ruling on the date of bill of lading.
- (D) Commissioning certificate signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of E&M Deptt. of the subsidiary company, where the equipment has been installed.

Paying Authority shall obtain confirmation of receipt and acceptance of the guarantee spares and consumables for first 12 months of warranty period from the date of commissioning of the equipment from the consignee before release of Indian Agency Commission.

20.1.3 PAYMENT OF INDIGENOUS EQUIPMENT TO BE SUPPLIED UNDER THE CONTRACT:-

Payment towards price of Indigenous Main Equipment, Initial Spares, Consumables and special tools shall be made in the following manner :

- (i) 100% of the price of Main Equipment with Guarantee Spares & Consumables and special tools and erection & commissioning charges shall be paid after successful installation & commissioning and testing for 30 days and accepted thereof by the company on submission of commissioning Certificate and the documents as listed below subject to submission of 30% Bank Guarantee of the total price of the equipment with consumable refundable @10% as defined on the NIT on fulfilment of contract condition. The commissioning certificate shall be signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD/E&M. of the subsidiary company, where the equipment has been Installed .
- (ii) Price for Indigenous Equipment will be paid in INR only.

Submission of Documents for Payment in Indian Rupees for equipment

For payment for equipment in Indian Rupees, the supplier will submit the following documents along with bills to the paying authority:

- a. Four copies of the Supplier's invoice, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, total amount.
- b. Receipted Challan/ Consignment Note of all the consignments.
- c. Manufacturer's Test & Inspection Certificate.
- d. Manufacturer's Warranty /Guarantee Certificate
- e. Lowest Price Certificate as per SCC clause - 8.2.
- f. Copy of Performance Bank Guarantee as per relevant clause.
- g. Confirmation of acceptance of PBG by CCL.
- h. Any other document(s) required as per contract.

20.1.4 In order to enable the purchaser to avail GST & GST Compensation Cess, Set-off as per applicable Indian laws, the supplier shall furnish all the necessary documents to the consignee / paying authority as required, failing which the equivalent deduction will be made from the supplier's bills. In case of successful bidder(s), if at the time of supply, it is found that ITC Invoice (Credit available to CIL on this account) is less than the 'GST set-off amount' declared in the Price Bid, the differential amount between the two shall be deducted from the Supplier's bills while making payment to them. If the evaluation of the supplier has been made considering the concessional rate of customs duty applicable for import from certain countries under trade agreements / treaties with Govt. of India, all the required documentation for availing concessional customs duty and subsequent customs clearance etc. will be provided by the supplier failing which the equivalent deduction will be made from their bills.

20.2 MAINTENANCE SPARES& CONSUMABLES COST: The Bidder shall indicate the Maintenance Spares& Consumables rate per tonne for each APP to be paid by CCL. The price payable by CCL for Maintenance Spares would be paid monthly, within 30 days after the date of receipt of the invoice from the end of each month of the corresponding APP. The amount payable is to be calculated by multiplying the crushing achieved during the relevant one month of the APP by the corresponding Rates per tonne as per Contract between CCL and the Successful bidder. Escalation will be paid extra as per the relevant clause.

20.3 OPERATION AND MAINTENANCE SERVICE COST:The Bidder shall indicate the Operation and Maintenance Service rate per tonne of coal crushing to be paid by CCL. The price payable by CCL for Operation and Maintenance Services would be paid monthly, i.e. at the end of each month to be paid within 30 days after the date of receipt of the invoice from the Successful bidder. The invoice will be raised on the basis of measurement done in accordance with clause no. 20.3.1. The amount payable is to be calculated by multiplying the Crushing achieved during the relevant month of the APP by the corresponding Rates per Tonne of that APP as per Contract between CCL and the Successful bidder. The rate applicable for the crushing achieved prior to commencement of 1st APP shall be the rate applicable for 1stAPP. Escalation will be paid extra as per the relevant clause.

20.3.1Modalities of Weighment and accounting for payment purpose

- a) For calculation of monthly crushed coal quantity, the weighment details of outgoing road weighbridge will be considered and will be acceptable to either Party.

- b) When crusher is installed in the Railway Siding and the Crushed coal is discharged directly on the Railway siding platform and weighing of crushed coal is not possible, then the weighing details of incoming ROM coal Road bridge will be considered and will be acceptable to either party or Weighment of In-motion Rail Weigh Bridges will be considered
- c) For the weighing details certifying the quantity, the certifying officer will be the project officer of concerned Mine/Project.

20.4 COMMITMENT CHARGES AND BONUS: The Successful bidder would guarantee crushing of coal from the Crushing Plants as per agreed annual guaranteed crushing.

(A) COMMITMENT CHARGES: In case, the Successful bidder fails to meet the agreed annual guaranteed crushing, he will pay commitment charges as indicated below.

Actual Production in percentage of agreed Annual Guaranteed Crushing (AGC) Penalty to be Deducted

(a) From 100% to 90% = Nil

(b) For each APP in which actual tones produced is less than 90% Annual guaranteed Crushing, the Supplier will pay liquidated damages to CCL. The liquidated damages (if any) will be calculated (in Rs/Tonne) at Rs 4.00 (approx) for every tonne that actual Crushing is less than Annual Guaranteed Crushing (From 100% of AGC). The liquidated damages payable (if any) for an APP will be adjusted within 30 days of the end of that APP.

(B) BONUS PAYMENT: In case the Successful bidder is able to achieve more than 110% of scheduled annual guaranteed crushing, during any production year, the Successful bidder would get bonus at the rate mentioned below.

(a) Actual Crushing in % of agreed annual Guaranteed crushing (AGC) Bonus payable from 100% to 110% = Nil

(b) For each APP in which actual tonnes Crushed exceeds 110% Annual Guaranteed Crushing, CCL will pay a bonus to the Supplier. The bonus (if any) will be calculated (in Rs/Tonne) at Rs 4.00 (approx) for every tonne that actual production is in excess of Annual Guaranteed Production. The bonus payable (if any) for an APP will be paid within 30 days of the end of that APP.

Note: Payment/Recovery on account of Bonus/Penalty will be made on yearly basis after reconciliation with APP.

In case the actual crushing from the crushing plants during the first APP falls below 75% of Annual Guaranteed Crushing, CCL shall have the right to return the Equipment and Initial spares and Successful bidder shall refund all payments already made by CCL to the Successful bidder in respect of the Equipment and Initial Spares till such time.

20.5 PRICE VARIATION:

There will be no escalation on main equipment, associated equipment, guaranteed spares & consumables cost.

Price variation for Operation & Maintenance Services:

The INR rate quoted for Operation & Maintenance Service per tonne of coal crushing shall be subject to escalation from time to time as per the following formula:

$$S = R_N \text{ times } (L_Q \text{ divided by } L_O)$$

Where,

S = Actual Maintenance Service rate to be applied in a particular 1 (one) month period

R_N = Maintenance Operation Service rate for the Nth year

L_Q = Labour index prevailing in the month immediately preceding the month of invoicing.

L_O = Labour index as on date of submission of the bid by the Successful Bidder/ date of submission of revised offer by the Successful Bidder whichever is later.

The labour index in the above formula refers to the monthly All India Consumer Price Index ("AICPI") number for Industrial workers (Base 2001=100) as published monthly by the Labour Bureau, Government of India, in their website: www.labourbureau.nic.in.

The Successful Bidder shall provide supporting document.

Price variation for Maintenance Spares and Consumables

The INR rate quoted for Maintenance Spares and Consumables per tonne of coal crushing shall be subject to escalation from time to time as per the following formula:

$$S = A \times I_n / I_o$$

Where,

S = Actual Spare and consumables rate in INR to be applied in a particular one month period.

A = Quoted Spare and Consumable rate per Tonne in Tonne in INR applicable to the particular APP.

I_o = Price index as on date of submission of the bid by the Successful Bidder/ date of submission of revised offer by the Successful Bidder whichever is later

I_n = price index prevailing in the month immediately preceding the month of invoicing.

The price indices in the above formula refers to price index published by the office of the Economic Adviser, Government of India for Mining/quarrying/metallurgical Machinery/parts (Base Year : 2004-05 = 100) in their website : www.eaindustry.nic.in.

Note: Accordingly escalation/de-escalation of prices will be applicable.

20.6 PAYING AUTHORITY

The Paying Authority shall be as follows for equipment and Guaranteed spares & consumable and special tools required for first 12 months of warranty period from the date of commissioning along-with installation & commissioning Charges:

General Manager (Finance),

Central Coalfields Limited.
Darbhanga House,
Ranchi-834001

The Paying Authority for Operation & Maintenance Services and spare & consumable Cost will be the Area Finance Manager of the concerned Area where machine will be operated.

The Paying Authority for shifting of machine, if any will be the Area Finance Manager of the concerned Area where machine will be reinstalled

21. TECHNICAL DOCUMENT REQUIRED ALONG WITH SUPPLY :-

21.1 Copies of technical documents including but not limited to the :

(i) **Operating Instructions** (5 copies + 2 CDs or Pendrive)

Description of operation with sketches and diagrams/electrical diagrams suitable for understanding by operating personnel and supervisors.

(ii) **Instructions for repair and exchange of parts** (5 copies + 2 CDs or Pendrive)

Description of procedure for repair and exchange of machine parts with sketches and diagrams suitable for understanding by Fitters, Electricians and Overmen.

(iii) **Maintenance Schedules (5 copies + 2 CDs or Pendrive)**

Description of maintenance instructions, control schedule of all vulnerable parts, greasing and oiling schedules, hydraulic circuit diagram with suitable sketches. It should be written in a very simple English and be published on plastic cards to be handed over to <CCL> or his associated persons.

(iv) **Spare part lists (5 copies + 2 CDs or Pendrive)**

Each and any part of the equipment must be listed up having the corresponding code number so that at a later time the orders for these parts can easily be placed in English corresponding to each unit of Goods and Equipment, e.g. current price of each part/spare, catalogue sheet, drawings, operating manual, application instructions, maintenance instructions and/or service note and schematics. These shall be sent to CCL not later than three months from coming into force of the Contract.

Delivery of drawings and specifications by the Supplier is to be made in a timely manner as not to hinder the execution of any works.

22. ASSIGNMENT:-

22.1 The Successful bidder shall not assign either in part or in whole, its obligations under the Contract, except with prior written approval from CCL, which shall not be unreasonably withheld.

23. SUBCONTRACTS:-

23.1 All sub-contracts awarded by the Successful bidder under this Contract shall be with prior written approval of CCL and shall not relieve the Successful bidder from any liability or obligation under the Contract.

23.2 All sub-contracts granted shall comply with the provisions of Clause 2 of this section.

23.3 In case the bidder operation is spread over a number of countries worldwide and bidder decides to supply different machine parts from different countries, the same will not be considered as sub-contracts.

24. TAXES AND DUTIES, LICENCES:-

24.1 All taxes, duties and/or levies etc. leviable by Government of India or any Government authority in India in respect of this Contract, except as given in clause 24.7 herein, shall be to the account of CCL.

24.2 If for any reason any commercial tax, duty or levy etc. in respect of this Contract is imposed or assessed on the Successful bidder or any of its sub-contractors, CCL shall promptly arrange for payment of the same to the Government of India/State Government in India on the Successful bidder's making available to CCL a copy of the Government of India/State Government in India Order/Demand Notice/Intimation. In the event the Successful bidder or any of its sub-contractors is/are required to make payment of any commercial tax, duty or levy etc. to the Government of India/State Government in India, CCL shall promptly reimburse to the Successful bidder (for the Successful bidder itself and acting for and on behalf of the sub contractors), the amount paid, on the Successful bidder's making available to CCL evidence of such payment to Government of India/State Government in India.

24.5 For availing benefits of Project Import duties the Successful bidder shall provide CCL with the list of Equipment and Initial Spares and Consumables, the same to be submitted along with Bill of Lading. This list shall be given to CCL within 30 days from the date of entry into force of this Contract as per Clause 31 so as to enable CCL to register the Contract for Customs clearance under Project Import Regulations (in line with List of Equipment and Initial Spares and Consumables).

24.6 Notwithstanding the above, the Import duties and other costs of importation including but not limited to freight, insurance, port clearance charges, port demurrages, internal freight and insurance etc. with respect to Maintenance Spares shall be borne by CCL.

24.7 Income Tax leviable in India on the Successful bidder or its personnel or the personnel of consultant, if any, in respect of services to be performed under the Contract shall be on the Successful bidder.

All other taxes, duties and levies including but not limited to service tax, imposable in respect of this contract shall be on CCL. Service tax shall be paid by the Contractor but it shall be reimbursed by CCL against submission of relevant documents.

24.8 Income Tax leviable in India in respect of this Contract, on any person employed by CCL shall be on CCL.

24.9 Payments for services under the Contract shall be made by CCL after deduction of income tax at source at the applicable rate. CCL shall provide the Successful bidder with Tax Deduction Certificates and other documents as the Successful bidder may require for claiming credit of such tax deducted and remitted to Government. CCL shall provide all assistance to the Successful bidder for obtaining in advance Government clearance for deduction of tax at lower rate(s).

25. FORCE MAJEURE:-

Force majeure is herein defined as any cause which is beyond the control of the Successful bidder or the owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- (a) Natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics.
- (b) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot insurrection, civil commotion, priorities, quarantines, act of terrorism or sabotage, in each case occurring inside or indirectly involving India.
- (c) Strikes, lockouts or other difficulties, which are politically motivated (rather than motivated primarily by a desire to improve compensation or working conditions of those involved) or are caused in whole or part by another event of Political Force Majeure or are part of a nationwide or regional strike, or other generalized labour action occurring within India; (excluding such events which are Site specific and attributable to the Successful bidder or the CCL);

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

- (a) The Successful bidder will advise, in the event of his having 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 cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay, lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.
- (b) For delays arising out of Force Majeure, the bidder/ Successful 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 company nor the bidder shall be liable to pay any extra cost (like increase in rates, remobilization advance, idle charges for labour and machinery etc.). Provided it is mutually established that the Fore Majeure conditions did actually exist.
- (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.

The Successful bidder or the owner shall not be liable for delays in performing his obligations resulting from any Force Majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Successful bidder's performance of his obligations has been delayed for other clauses.

26. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT :-

Successful bidder's Defaults

If the Successful bidder shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing by the engineer in connection with the works or shall contravene the provisions of the contract, CCL may give notice in writing to the Successful bidder to make good the failure, neglect or contravention complained of. Should the Successful bidder fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case CCL shall be at liberty to claim for the following in this order:

- three attempts for further rectification to cure any defect;
- if this is not successful, the matter shall be referred for the settlement of dispute as described in Clause 28 below.

The owner shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the Successful bidder a) had failed to cure or rectify the defect and a termination is possible as ultima ratio pursuant to termination of contract or b) shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company or c) shall try to obtain a contract with the company by way of ring bidding or other non-bonafide method of competitive bidding or d) transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-charge. The Engineer-in-charge may be giving a written notice, cancel the whole contract or portion of it in.

27. APPLICABLE LAWS:The Contract shall be governed by the laws of the Indian Union being in force for the time being.

28. SETTLEMENT OF DISPUTES AND ARBITRATION:-

28.1 It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level. The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company. Effort shall be made to resolve the dispute in two stages: In first stage dispute shall be referred to Area GM/GM, HOD(E&M) If difference still persists the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee. If differences still persist, the settlement of the dispute shall be resolved in the following manner:

Disputes relating to the commercial contracts with Central Public Sector Enterprises /Govt. Departments Customs & GST duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

Settlement of Disputes through Arbitration:

- (i) Normally, there should not be any scope of dispute between the employer (department) and the contractor after entering into a mutually agreed valid contract. However, due to various unforeseen reasons, disputes may arise during the progress of the contract between the employer (department) and the contractor.
 - (ii) Mode of settlement of such disputes/differences shall be through Arbitration. However, when a dispute/difference arises, then, depending on the position of the case, either the employer (department) or the contractor shall give notice to the other party of its intention to commence arbitration. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015.
 - (iii) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.
 - (iv) Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.
 - (v) **Sole Arbitration Clause** : In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL/CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.
- (c) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL /CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- (d) It is further a term of this contract that no person other than the person appointed by the competent Authority of CIL/ CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all. Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015, and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

The venue of arbitration shall be the place from which the contract is issued or such other place as the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) at his discretion may determine.

- (vi) **Contracts with Partnership firm/Joint Venture/Consortium: All the partners of Partnership firm/Joint Venture/Consortium shall be deemed to have consented to the arbitration agreement/ provisions in bid document regarding arbitration.**

28.2 During the course of arbitration, the performance of the Contract shall continue to the extent not affected.

28.3. In the event that the parties mutually agree in writing that any dispute shall not be referred to arbitration, and in the event that the parties furthermore, agree in writing that Indian Civil Courts having ordinary, original Civil Jurisdiction over CCL in <Ranchi.> shall have jurisdiction with regard to such disputes of whatever nature in respect of this Contract, the Parties may approach the Indian courts accordingly. In the absence of such written agreement, disputes must be settled by arbitration.

28.4 If any dispute arises regarding the Safety of workings, authority opinion shall be final.

29. LIMITATION OF LIABILITY:-

29.1 (a) The Successful bidder shall indemnify CCL against any direct loss or direct damage suffered including direct expenditure incurred by CCL arising out of the death of or injury to any person or out of the damage to any equipment / machine of CCL, including those supplied by the Supplier to the extent that such death, injury or damage is caused by breach of contract, negligence or breach of statutory duty by the Successful bidder, its employees, agents or sub-contractors to the extent that any such breach result from a negligent act or omission of the Successful bidder, its employees or sub-contractors. During handling, installation-commissioning, operation and maintenance CCL will not be responsible and Liable for any damage compensation against any damage of men and material. The successful bidder shall be fully responsible in case of such damages.

(b) This indemnity shall, except for death or injury to any person, be subject to a maximum amount equal to the amount received by the Successful bidder under this Contract.

(c) The Successful bidder does not limit its liability (if any) to CCL arising out of personal injury or death of CCL employee or its agents or contractors.

29.2 (a) CCL shall indemnify the Successful bidder against any direct loss or direct damage suffered including direct expenditure incurred by the Successful bidder arising out of the death of or injury to any person or out of the damage to any equipment/machine including those of the Successful bidder, to the extent that such death, injury or damage is caused by any breach of contract, negligence or breach of statutory duty by CCL, its employees or agent (except to the extent that any such breach of statutory duty results from any act of omission by the Successful bidder mentioned in Clause-29.1).

(b) The indemnity shall, except for death or injury to any person, be subject to a maximum amount received by the Successful bidder under this Contract.

(c) CCL does not limit its liability (if any) to the Successful bidder for personal injury or death.

29.3 **MITIGATION OF LOSS:** In all cases under this Contract the party establishing or alleging a breach of contract or a right to be indemnified or reimbursed costs in accordance with this Contract, shall be under a duty to take all necessary measures to mitigate the loss which has occurred provided that it can do so without unreasonable inconvenience or cost.

29.4 **EXCLUSION OF LIABILITY:** Except for liability for loss or damage to property or death or personal injury, notwithstanding anything in this Contract to the contrary, neither

party shall be liable to the other (whether in contract, tort, negligence, breach of statutory duty, restitution or otherwise) for any pure economic loss (whether direct, indirect or consequential), loss of profits, loss of business, loss of revenue, loss of production, loss of anticipated savings, depletion of goodwill and like loss (whether direct, indirect or consequential) or indirect or consequential loss howsoever caused arising out of or in connection with this Contract.

29.5 CONTINUING APPLICATION OF CERTAIN LIABILITIES: The Successful bidder does not exclude or limit its liability (if any) to CCL for any matter which would be illegal for the Successful bidder to exclude or to attempt to exclude its liability.

29.6 EXCLUSION OF CERTAIN OTHER CONDITIONS ETC: Except as provided elsewhere in the Contract, Successful bidder excludes to the fullest extent permissible in law all conditions, warranties and stipulations express (other than those set in this Contract) or implied statutory, customary or otherwise which but for such exclusion would or might subsist in favour of CCL. Successful bidder will abide by the laws of India which are applicable to Successful bidder while executing this Contract.

29.7 CAP ON CERTAIN LIABILITIES: Without prejudice to the provisions in clauses 29.1, 29.3, 29.4 and 29.5 except as arises under those provisions, the Successful bidder's liability under this Contract whatsoever (whether in contract, tort, negligence, breach of statutory duty, restitution or otherwise) for any injury, death, damage, loss or other liability whatsoever and howsoever caused will be limited in aggregate to an amount equal to the sum paid by CCL under this Contract.

29.8 Under the contract, the Successful bidder shall be responsible for loss or damage to the equipment, machineries etc which are operated by the Successful bidder to the extent such loss and damage is caused by the negligence of the Successful bidder.

30.0 LOWEST PRICE CERTIFICATE : The Tenderer should submit a certificate along with the offer confirming the prices quoted in the Tender are the lowest and not higher than as applicable to DGS&D, other Govt. Deptts./ Undertakings including other Subsidiaries of CIL/ Private Organisations for equipment of same specifications.

31.0. FALL CLAUSE:-

31.1 In the event price lower than the price in this Contract are accepted by the Supplier and Successful bidder, for a period of six months from the date of signing of this Contract or the date of the last bill of lading for supply of Equipment and Guarantee Spares and Consumables under this Contract, which ever is sooner, from any other Company for identical Equipment and Spares& consumables under similar terms and conditions of the contract issued to the Supplier and Successful bidder, benefit of such lower price shall also be offered to CCL under this Contract. The Supplier and Successful bidder shall intimate CCL about the Supplier / Successful bidder's acceptance of such lower price.

32.0 COMING INTO FORCE OF THE CONTRACT:-

32.1 THE CONTRACT SHALL COME INTO FORCE UPON: Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Authority hereby awards to the Coal Crushing Plant Operator the Contract set

forth herein including the exclusive right and authority to develop and operate the Coal Crushing Plant and to crush Coal for delivery thereof to the Authority (the "Contract") for a period of 09 (nine) years commencing from the Appointed Date, and the Coal Crushing Plant Operator hereby accepts the Contract and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

32.2 In the event the Contract does not come into force within six (6) months from the date of signing of the Contract, either party may withdraw from the Contract without any obligation thereunder.

33. VALIDITY OF THE CONTRACT:-

33.1 For Supply of Equipment, Guarantee Spares & Consumables, the Contract shall remain valid until 3 (three) months after the final payment by CCL to the Supplier towards the Goods or payment towards Maintenance Spares, or until 3 (three) months after the warranty period of the above, whichever is later.

33.2 For provision of Operation and Services, the Contract shall remain valid until 3 (three) months after the final payment by CCL to the Supplier towards the services following completion of the 9th APP.

33.3 This Contract shall get automatically extended in the event of Force Majeure and the extension shall be for the duration of Force Majeure condition.

33.4 This Contract can also be extended beyond the provisions of Clause 32.1, 32.2 and 33.5 upon mutual agreement between parties by Amendment to this Contract.

34. LANGUAGE FOR COMMUNICATION:-

34.1 All correspondence and documents relating to this Contract to be exchanged between the Successful bidder and CCL, shall be written in English Language, provided that any printed literature furnished by the Successful bidder may be written in any other language so long as accompanied by any English translation of its pertinent passages, in which case, for purposes of interpretation the English translation shall prevail.

35. AMENDMENT AND SUPPLEMENT :-

35.1 In the event of any of the terms and contents of the Contract be amended or supplemented by mutual agreement, an amendment to the Contract in writing shall be signed by the parties and shall form integral part of the Contract.

36. In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges (Except EMD) from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

37. **E-WAY BILL:** The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the e-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the

relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.

38. Penal action against defaulting bidder to recover money from any contract CIL.

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT

1. Delivery and Documents
2. Obligations of the Owner
3. Specific Obligations and Responsibilities of the Successful bidder
4. Special Term
5. Agreement
6. Biometric attendance

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

1. Delivery and Documents (GCC Clause 10)

1.1 Pursuant to GCC Clause 10.3:

- (a) **FOR IMPORTED GOODS:** Within forty eight (48) hours of shipment, the Supplier shall notify the Purchaser, Port Consignee and Ultimate Consignee by cable or telex or fax or e mail the full details of the shipment including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall deliver by express courier service the following documents to the Purchaser, with a copy to the Port Consignee and Ultimate Consignee:
- i. Four (4) copies of the Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount;
 - ii. Three (3) copies of the clean on-board bill of lading and four (4) copies of non-negotiable bill of lading;
 - iii. Four (4) copies of packing list identifying contents of each package;
 - iv. Manufacturer's/Supplier's warranty /guarantee certificate;
 - v. Manufacturer's Test & Inspection certificate;
 - vi. Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country;
 - vii. Copy of Performance Bank Guarantee as per format at Annexure-19, Sample Forms, Sec- VII;

- viii. Lowest Price Certificate as per GCC-30
- ix. A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than -----% of FOB value of the contract to M/s. -----(Indian Agent).

The above documents shall be sent by supplier well in advance, so that the same are received by the Purchaser at least one (1) week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

(b) For Domestic Goods from within India: Upon despatch of the Goods to the consignee, the Supplier shall notify the Purchaser and Ultimate Consignee and deliver by express courier service the following documents to the Purchaser with a copy to the Ultimate Consignee:

- i. Four (4) copies of the Supplier's invoice showing Contract Number, Goods description, quantity, unit price, total amount;
- ii. Railway receipt/ Transporter's consignment note /acknowledgement of receipt of Goods from the consignee(s);
- iii. Manufacturer's/Supplier's warranty / guarantee certificate;
- iv. Manufacturer's Test & Inspection certificate;
- v. Copy of Performance Bank Guarantee as per format at Annexure-19, Sample Forms, Sec-VII;
- vi. Lowest Price certificate as per SCC clause-8.2.

The above documents shall be received by the Purchaser at least one (1) week before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

2. OBLIGATIONS OF OWNER: During the Contract period, CCL would provide the following facilities.

2.1 The owner shall make the Crushing Plant Site available to the Successful bidder and shall carry out the Management of the Plant as per all statutes and laws, including but not limited to Coal Mines Act, Regulations, Rules, and other statutes and laws applicable to coal mines in India. In particular the responsibility for environmental matters of any nature whatsoever is with CCL and Coal company will indemnify the Successful bidder and will hold the Successful bidder harmless with regard to all costs, damages and liabilities arising in connection with environmental pollution .

2.3 Surface handling of coal crushed and transportation of material upto the Siding.

2.4 CCL will provide electrical power at a single point at 3.3kV/11 kV at the crushing plants as detailed in bid document

2.5 Providing suitable accommodation to the Successful bidder's personnel as mutually agreed along with telecommunication facilities, water and power. The Successful bidder will pay for actual charges for the telephone calls made.

2.6 CCL will continue to keep the crushing plant Site available to the Successful bidder for the purpose of carrying out its services under the Contract.

2.7 CCL shall provide local medical facility on chargeable basis as per the prevailing standard norms of CCL for personnel of non-entitled class.

2.9 The requirement of the Successful bidder for dust suppression, power, quantity of filtered water and accommodations are to be agreed upon in the pre-bid meeting.

All other consumables (such as lubricants, grease, mobile, picks etc) other than specified above will be provided by the Successful Bidder.

3. SPECIFIC OBLIGATIONS AND RESPONSIBILITIES OF THE SUCCESSFUL BIDDER:-

3.1 The Successful bidder shall furnish to CCL all the required details in accordance with the provisions of the contract.

3.2 The Successful bidder shall indicate/suggest likely modification needed in the infrastructure like transport, electrical lay-out, store, workshop, coal handling arrangement etc.

3.3 The Successful bidder shall have to guarantee that the services under the contract will be performed in accordance with Indian mines safety regulations in force from time to time which the CCL shall bring to the notice/attention of the Successful bidder and the Successful bidder shall protect the CCL legitimate interest in all circumstances. However, any abnormal implication affecting either of the parties due to such changes will be mutually discussed and settled.

3.4 The Successful bidder will ensure all necessary safety provision/ equipments to provide adequate protection to persons and property excluding any provisions/ equipment in connection with subsidence.

3.5 All workers engaged by the contractor or his sub contractor shall be; paid, the wages payable as per prevailing high power committee report of CIL at the time of payment. Payment to the workers shall be made through cheque payment/Account transfer.

3.6 Immediately after the expiry of the Contract, the Successful bidder shall remove their men from the site and CCL will have no liability for the manpower of the Bidder after the contract period. Final payment will be made only after the removal of the Successful bidder's men after the expiry of the contractual period.

4.0 **SPECIAL TERMS** : CCL would not be responsible for any compensation due to stoppage/ change in scope of work due to local disturbance, change in Government policy, law and any order of judiciary, obstruction for delay by any outside agency/ element.

However, in such situation annual target shall be reduced proportionately and the loss of time so accrued shall be over and above the time loss explained elsewhere in the bid document.

In the case of any delay in finalisation of mutual agreement in regard to any of the Successful bidder's claim/compensation against any act of omission on the part of CCL, both parties aim to duly cooperate and to prevent that any issues during the process of execution of this contract should not result in any work stoppage/further delay on the part of the Successful bidder.

5.0 **AGREEMENT** : If the Successful bidder so desires, the agreement can be made in three parts covering (i) Supply of Equipment, guarantee Spares & consumables, (ii) Incidental services Like installation & commissioning ,operation & maintenance services for 9 APPs as per scope of bid document, (iii) Providing Maintenance Spare & consumables from 2nd APP to 9th APP.

However, they shall be interlinked and penal action shall be on total contract cost covering the three parts. Further, overall contract shall cover three parts and only one consortium/ Successful bidder shall be responsible for all the three parts.

6.0 BIOMETRIC ATTENDANCE: The Biometric attendance linked with the Aadhar will be applicable to all contract labour. Payment of wages to all the contractor workers will be made through Contract Labour Information Portal (CLIP) only.

SECTION – V

TECHNICAL VOLUME

1. Technical specifications

SECTION V
TECHNICAL SPECIFICATION OF CRUSHING EQUIPMENT
PACKAGE AND ASSOCIATED WORKS AND SERVICES REQUIRED

SECTION : 1 - DESCRIPTION OF EQUIPMENT PACKAGE AND RELATIVE TERMS OF CONTRACT TO BE MADE.

- (1) **BRIEF DESCRIPTION OF ITEM** : A complete package of equipment for the Supply, Installation and Commissioning and/Setting up of 1.0 MTY x 07 nos., 400 TPH (rated) and 2.0 MTY x 07 nos., 500 TPH (rated), Semi-Mobile/Skid Mounted Crushing/Sizing / Breaking units for input Blasted ROM Coal to output size (-)100 mm, in 3 dimensions at different Areas/Project of CCL as per technical specification of Bid Document and schedule of requirement. Further, comprehensive maintenance along with supply of spares and consumables for next nine (09) years and its operation cost on per tonne of crushed coal will be the basis of finalization of tender. The operation and maintenance of the plant will be started from day one of its operation with provision of maintenance and operational personnel i.e. the lowest bidder will be decided on the lowest package cost consisting of (a) Civil structural and installation cost, (b) Equipment package cost, (c) Crushing charge on per tonne basis for operation with provision of working personnel, maintenance along-with supply of spares and consumables for nine years. For the said purpose for evaluation of lowest bidder per year one (01) million tonne/(02)million crushing per unit will be assumed. The quantity may vary after words during actual

execution of contract as per availability of coal which may be finalized on upper side as per our prediction.

For evaluation of Lowest Bidder Shifting of Crushing Plant including dismantling, loading, transportation, unloading and re-installation & re-commissioning of the plant. There will be two slab of shifting (a) up to 50 Km, (b) beyond 51Km and up to 200 km. The work of shifting will be done on as and when required basis and will be decided by the CCL authorities. Price Variation Clause will be applicable on the cost of shifting as given in this bid document. The time frame for shifting along with installation is 45 (forty five) days from the date or written instruction from Equipment owner for shifting to a new place. Failure to carry-out instruction in time will attract penal action @ 1% per week with a maximum up-to 10% of Quoted shifting charges, plus extension of APP by the time of delay including 45 days of shifting time though this 45 days time is exclusive of APP. Prior advance notice of 60 days will be given before any shifting, if any.

(2) SCOPE UNDER THE TENDER (BY THE BIDDER):-

- (i) Supply of equipment and other P&Ms of rated capacity (Detailed Quantity of other P&Ms shall be supplied by the bidder as per requirement of technical specification and for maintaining statutory requirements.).
- (ii) Civil and Structural work for installation of all equipment.
- (iii)Erection, Installation, Commissioning and Testing.
- (iv)Guaranteed availability.
- (v) Operation and maintenance for nine (09) years with required manpower from the date of commissioning, testing and acceptance along with spares and consumables.
- (vi)Provision for extension of operation and maintenance beyond nine (09) years on mutual agreement based on performance.

- (3) DISCLAIMER:** The purpose of this Bid Document is to provide interested parties with information to facilitate formulation of their offer and to seek their offer for “Installation and Commissioning and/ Setting up of 1.0 MTY x 07 nos., 400 TPH (rated) and 2.0 MTY x 07 nos., 500 TPH (rated), Semi-Mobile/Skid Mounted Crushing/Sizing / Breaking units for input Blasted ROM Coal to output size (-)100 mm, in 3 dimensions at different Areas/Project of CCL as per schedule of requirement” (execution of the subject work) will be on CCL funding. The Bid Document includes statements, which reflect various assumptions, which may or may not be correct. This Bid Document does not purport to contain all the information each Bidder may require. The Bid Document may not be appropriate for all persons and it is not possible for CCL to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses the Bid Document. Certain Bidders may have a better knowledge than the others for execution of the subject work. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in the Bid Document and obtain independent advice from appropriate sources.CCL reserves the right to reject any or all the offers or cancel/ withdraw the Bidding process for execution of the subject work of the Coal Crushing Units without assigning any reason whatsoever and in such case, no bidder/ intending bidder shall have any claim arising out of such action. Though, adequate care has been taken while issuing the Bid Documents, the Bidder should satisfy himself that the documents are complete in all respects. Intimation of any discrepancy shall be given to this office (as mentioned below) immediately. If no intimation is received by this office up-to Last date of seeking clarification by the bidder of as provided in detail e-tender notice, then this office shall consider that the Bid Document received by the Bidder is complete in all respects and that the Bidder is satisfied that the Bid Document is complete in all respects.

OFFICE :

General Manager(E&M)/HOD,
Central Coalfields Limited,
Darbhanga House,
Ranchi-834029, Jharkhand, INDIA

The Bid Document and the information contained therein are confidential and are for the use of only the authorized person(s). It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

It is confirmed that all information submitted with the proposal of the bidder shall be treated by CCL as strictly confidential and such information shall be shared by CCL only with its consultants appointed for the purpose of Bid evaluation.

- (4) **DECLARATION BY CCL:** The purpose of this Declaration is to provide some important information and clauses, which have been incorporated in this integrated bid document for e-tendering process. The bidders shall go through the document and ensure compliance before submitting their Bid/ offer.
- (i) **BOQ FORMAT:** Bidder shall quote for crushing package of One unit only for 1MTY(400TPH) and one unit only for 2MTY (500TPH) Crushing Packages irrespective of numbers of Packages selected for Bidding following step by step filling of BOQ format. The bidder not having requisite eligibility criteria shall not be able to proceed further without possessing requisite Qualifying Criteria.
- (ii) **BID SECURITY/EMD:** The EMD shall be fixed as indicated in e-NIT irrespective of numbers of Packages selected for bidding.
- (iii) **VALIDITY OF STATEMENT/ CLAUSE/ TERMS & CONDITIONS/ DATA:** Any statement/ clause/ terms & conditions/ data appearing in this bid document shall prevail. However, in case of any ambiguity the decision of CCL shall be final & binding.
- (iv) **CAPACITY OF THE PLANT:** Capacity of the plant shall be decided on dry basis (i.e. zero moisture).
- (v) **AS RECEIVED BASIS:** As received basis (arb)' shall mean the condition of raw coal as delivered in the crushing premises.
- (5) **STANDARDS:** The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications. Such standards shall be the latest issued by the concerned institution.
- (6) **PATENT RIGHTS:** The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.
- (7) **DELIVERY AND DOCUMENTS:-**
- (i) Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. **The details of shipping and/or other documents to be furnished by the Supplier.**

- (ii) For purposes of the Contract, “EXW”, “FOB”, “FCA”, “C&F”, “CIF”, “CIP” and other trade terms used to describe the obligations of the Parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

- (8) **INCIDENTAL SERVICES:** The Supplier may be required to provide all of the following Services, including additional Services:
 - (i) Supervision of on-site assembly and operation and maintenance and Performance for a period of 9 years as per contract.
 - (ii) Furnishing of tools required for assembly and/or maintenance of the supplied Goods.
 - (iii) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods.
 - (iv) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- (9) **WARRANTY:-**
 - (i) The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent technology or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser’s country.
 - (ii) This warranty shall remain valid for a period of one year from the date of Commissioning of the equipment.
 - (iii) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
 - (iv) Upon receipt of such notice, the Supplier shall, within the period and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser at the final destination.
 - (v) If the Supplier, having been notified, fails to remedy the defect(s), within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

- (10) **PRICES:** Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

- (11) **CHANGES IN ORDER:** The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
 - (a) Drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser.
 - (b) The method of shipment or packing.
 - (c) The place of delivery; and/or

- (d) The place of Services to be provided by the Supplier.
- (e) The quantity of auxiliary equipment etc required for maintaining statutory provisions.
- (12) **CONTRACT AMENDMENTS:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
- (13) **ASSIGNMENT:** The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- (14) **SUB-CONTRACTS:** The Supplier shall notify the Purchaser in writing of all subcontracts awarded by them to discharge the works under this Contract. Such notification, in the original bid or later, shall not relieve the Supplier of any liability or obligation under the Contract and the supplier will be solely responsible for all obligations under the contract.
- (15) **TERMINATION FOR CONVENIENCE:-**
 - (i) The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at anytime for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
 - (ii) The Goods that are complete and ready for shipment within thirty(30)days after Supplier's receipt to f notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (a) To have any portion completed and delivered at the Contract terms and prices; and/or.
 - (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
- (16) **APPLICABLE LAW:** The Contract shall be interpreted in accordance with the laws of the Republic of India.
- (17) **NOTICE:** Any notices given by one party to the other pursuant to this contract shall be sent to the other party in writing or facsimile or e mail and confirmed in writing to the other Party's address. For the purpose of all notices, the following shall be the address of the purchaser and the supplier.
- (18) **INCIDENTAL SERVICES:** The following Services, shall be provided by the Supplier:
 - (i) **ERECTION, TESTING AND COMMISSIONING:** Erection, testing and commissioning of the Equipment as detailed in the Schedule of Requirements and the Technical Specifications. The supplier shall be responsible for the erection and commissioning within four months(Six months for imported equipment)from the date of execution of contract. However, the purchaser will assist in providing necessary erection tools & tackles etc. If the supplier fails to commission the equipment within the specified

period as incorporated in the Bid Document Liquidated damages will be as detailed in NIT.

(ii) **TOOLS:** Furnishing of tools required for assembly and maintenance of the supplied Goods as detailed in the Schedule of Requirements and the Technical Specifications.

(iii) **MANUALS:** Furnishing of detailed operating, repair, maintenance and spare parts manuals as detailed in the Technical Specifications.

(iv) The Supplier shall be responsible for arranging and the cost of all necessary tickets, visas, permits, foreign exchange and any other matter or facility for visits of the Supplier's personnel for the purposes of Erection, Testing and Commissioning the Equipment and/or Training of the Purchaser's personnel- the Purchaser shall have no responsibility in this regard except in respect of issuance of letters supporting visa applications as may reasonably be requested by the Supplier. The Supplier shall be responsible for paying taxes, if any, including personal income tax and surcharge on income tax, for which it or its personnel may be come liable.

(v) **OPERATION AND MAINTENANCE:** Operation & maintenance of Coal Crushing Unit/ Coal Sizing Unit, so as to execute the subject work of Coal Crushing unit and ensure reliable, uninterrupted supply of desired quantity & quality for the client(s) of CCL for nine (09) years for the 1st phase as per desired availability mentioned on the Bid Document. Which is further extendable with mutual consent and so on till the completion of the life of the equipment.

(19) **LIMITATION OF LIABILITIES:-**

(i) Notwithstanding anything herein to the contrary, no party shall be liable for any indirect special punitive consequential or exemplary damage, whether foreseeable or not arising out of or in relation to this contract loss of goodwill of profit, lost business however characterized, any/or from any other remote cause whatsoever.

(ii) The supplier shall not be liable to the purchaser for any losses, claim, damage, cost or expenses whatsoever arising out of or in connection with this contract in excess of the contact value of the equipment supplied hereunder which caused such losses, claim, damage, cost or expenses.

(20) **PROPER MAINTENANCE OF PURCHASERS EQUIPMENT:** The operation and maintenance charge to the successful bidder will be paid by per tonne of Coal crushed and the bidder has to purchase OEM spares for maintenance of each equipment. The same will be evaluated annually by Engineer In-charge of the project every year. Every month there shall be review of fast moving spares position by the consumption pattern of the preceding month.

(21) **CCL's RESPONSIBILITY :**

(i) CCL will provide Land for installation of Crushing Plant **free of cost**. In addition will provide space for construction of Bidders store room within store-yards.

(ii) CCL will provide Electricity at a Voltage of (11Kv/3.3 Kv, +/- 12.5%) at (50Hz+/- 5%) within a radius of 75 meter as available in different proposed crushing sites as detailed in scope of supply. The supply of Electricity will be **free of cost**. However

transformation of Voltage by installing suitable transformer of at least 750Kva rating as per BIS 1180 now in force in India. The HV Primary controlling switch, of Bus-bar rating 400Amps, with suitable protection system and CT ratio shall be within the scope of Bidder. The Secondary controlling switch shall of 1000amps rating shall be within bidder scope with necessary cables etc as per CEAR-2010. However utilization voltage shall be as per proven-ness of OEM's equipment.

- (iii) The motor control centre should be stationed in an E-house (transportable sub-station) equipped with air conditioner and other electrical protection system as per CEAR 2010.
- (iv) CCL will provide water as per available standard of mine water within 50mtr of Crushing site **free of cost**. However bidder has to specify the water quantity in GPM/LPS.
- (v) For Erection & Commissioning if Cranes are available in that command area of CCL, during the course of erection, commissioning shall be provided. The same shall be intimated by supplier in advance.
- (vi) The Service Personnel shall remain at site following commissioning Suitable accommodation for the service personnel shall be provided during Installation, on chargeable basis.
- (vii) CCL undertakes to pay agreed rate of crushing charge on monthly basis as defined on the NIT.
- (viii) **EVALUATION CRITERIA** : Calculation of cost to the company price offer by the bidders will be done as $[A + B + (C1 + C2) + NPV \text{ of } (D2 \text{ to } D9) + NPV \text{ of } (E1 \text{ to } E9)]$.

Where,

- (i) **A** = Total rate for Supply part minus total GST and GST Compensation Cess, BCD, GST set off in case of domestic bidder or In case of Foreign bidders and Domestic Bidders for imported major equipment and initial spares and consumables along-with tools and tackles, total CIP price minus BCD, and GST and GST Compensation Cess on GST on Indian Agency Commission, as applicable as on date of tender opening).
- (ii) **B** = **Erection & commissioning cost minus GST as applicable.**
- (iii) **C1** = **One Unit shifting Cost.**

One unit average shifting cost of 1 MTY and 2 MTY crushing plant (if bidding cost is separate for 1 MTY & 2 MTY) including dismantling, loading, transportation, unloading and re-installation & re-commissioning crushing plant for 0-50 Km minus GST as applicable.

C2 = One unit average shifting cost of 1 MTY and 2 MTY crushing plant (if bidding cost is separate for 1 MTY & 2 MTY) including dismantling, loading, transportation, unloading and re-installation & re-commissioning of crushing plant for beyond 51 Km-up to 200 Km minus GST as applicable.

- (iv) **D2 to D9** = Year wise Spares & Consumables cost in Rs/Tonne X (APP of each equipment considering crushing of 1 & 2 Million Tonne).
- (v) **E1 to E9** = Year wise Operation & Maintenance Service in Rs/Tonne X (APP of each equipment considering crushing of 1&2 Million Tonne) excluding GST including any other applicable Tax.

NOTE: Bidders are requested for quoting for One unit of Crushing Package only, irrespective of nos. of Crushing package unit selected for bidding. Any bidder interested to quote both 1 MTY and 2 MTY shall quote for two units for evaluation purpose.

SECTION:2 - TECHNICAL SPECIFICATION of CRUSHING EQUIPMENT AND P&Ms

PREFACE - INSTRUCTIONS

1. **INTRODUCTION:** These Technical Specifications identify the technical requirements of the Goods and Services which are the subject of this Tender. The Technical Specifications are presented in following parts :

(A) SCOPE OF SUPPLY: Heavy duty Semi Mobile Skid Mounted Electro-mechanical, PLC controlled, Feeder Breaker/ Feeder Crusher / Back to Back Sizer / Impact Crusher of **400 TPH (rated) capacity, minimum 1 MTY Crushing per Year-7 Nos and 500 TPH (rated) capacity, minimum 2 MTY Crushing per Year-7 Nos** with dust suppression system, skid mounted with provision of Single stage crushing (i.e. single pass) (there may be multi roll crushing in a single unit) with tramp iron relief system complete with electrical, gear box/suitable drive transmission system, coupling, starter unit, PLC control deck, feed arrangement-chain conveyor/apron feeder/Pan Feeder with/without pre-screener with drive etc to crush specified size of ROM Coal to (-) 100 mm output size. The Electro-Hydraulic mechanism may be used as per proven ness for auxiliary services of crushing mechanism like auto lubrication, opening mechanism, lifting mechanism, tramp iron relief system etc.

Any item, not specifically mentioned here but considered necessary for the safe and efficient operation of the Feeder Breaker/ Feeder Crusher / Back to Back Sizer/ Impact Crusher will be deemed to be included to the scope of supply.

Further the Purchaser requires that details of equipment as enclosed in Annexure as detailed in contract agreement) shall be supplied by the bidder at the cost of purchaser to have minimum inhabiting facilities of working personnel to be deployed by the bidder for operation of the plant.

(B) GENERAL REQUIREMENTS:-

- 1) Geography and Climatic Conditions.
- 2) Goods (Equipment and Machinery).
- 3) Supervision of Erection and Commissioning.
- 4) Standards.
- 5) Bidder's/ Supplier's Responsibility.
- 6) Spare Parts Provisions.
- 7) Performance Guarantee.
- 8) Deemed Breakdown.
- 9) Composite Warranty / Guarantee.
- 10) Special Condition.
- 11) Quality Assurance.

(C) EQUIPMENT SPECIFICATIONS.

2. **CONFORMITY WITH SPECIFICATIONS:** The Equipment to be provided shall conform to the requirements defined in these parts (Part A: Scope of Supply, Part B: General Requirement and Part C: Equipment Specification).

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

4. **TECHNICAL RESPONSE:** Bidders shall provide a Clause-by-Clause conformity demonstrating compliance with the Purchaser's Technical Specifications together with full supporting technical literature, data sheets, Quality Assurance plan, test certificates, certificates from statutory bodies as applicable. A separate Deviation Sheet in case of any non-conformity with the NIT technical specifications clause-wise is to be submitted by the bidder. The Equipment offered by Bidders will be evaluated technically based on the information presented in the bid without reference to extrinsic evidence. Additionally Bidders shall provide the information specifically requested in the Attachment to the Technical Specifications. In case any of the parts specified is (are) redundant /not applicable for the system offered due to variation in design, the same shall be indicated by you which will be acceptable only if the absence of the part(s) do not adversely affect the functioning, performance and safety of the system.

Failure to provide any information requested in any part of this specification may deem the bid nonresponsive.

5. All offers and supporting documents should be in English only. Transcript certified by competent authority of supporting documents to be uploaded if any.

PART A: SCOPE OF SUPPLY:-

(A.1) EQUIPMENT PACKAGE: The Supplier is required to provide a complete package of Equipment for the supply of Heavy duty Skid Mounted Electro-Mechanical Feeder Breaker/ Feeder Crusher / Back to Back Sizer / Impact Crusher of specified capacity, Accessories, Installation, Commissioning and Testing to coal mining projects/Railway sidings. The purchaser will make available to the Supplier, at no cost, agreed areas within the site(s) boundaries as may reasonably be required by the Supplier for the purposes of erecting the equipment and for storage of Goods and Supplier's plant, tools etc. pending acceptance. Security, protection, lighting and any other facilities required by the supplier in such areas shall be the responsibilities of the Supplier.

(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. The following special tools generally required for repair, maintenance & troubleshooting / testing of major subassemblies shall be provided in addition to any other special tools required for the offered equipment.

- (a) Hydraulic pressure checking gauges of suitable range (if required for Auto lubrication system).
- (b) Socket set with torque wrench of reputed make covering all sizes of high torque bolts.
- (c) Dial Indicator Gauge with Magnetic base.
- (d) Cartridge filter opening tool, if required.
- (e) Digital multi-meter.

The bidder has to certify that any other tool if required over and above the list of comprehensive tool kit shall be provided by the bidder at no cost to purchaser during the contract period.

(II) First fill of all Oils, Grease and Lubricants needed for test and commissioning of each equipment.

(III)(a) All Filters & O-rings pertaining to all systems of equipment is required for first 6000 working hours.

(b) All filter elements along with O-rings/Gaskets pertaining to all the systems of equipment including Crusher Roll/Motors/Conveyors/Apron Feeders/Gear Box/Receivers spares etc.

required with Spare Parts and Consumables shall be delivered periodically and not less than twice annually.

(A.3) INFORMATION AND DRAWINGS: At least two (02) months before scheduled installation date, the Supplier shall provide following for each equipment.

(A.3.A) Suitably illustrated Printed/Legible Xerox copies of

(i) Service/Shop Manual (ii) Parts Book and (iii) Operation & Maintenance Manuals for each type / model of equipment covering all Assemblies & Accessories, written in English language bound in book form. One set of Manuals & Part Books to be submitted to GM (E&M)/HOD office CCL Ranchi should be **Printed only**.

- 1 Printed set to project/each project site and
- 1 Printed set along with its soft copy preferably in CD / Pendrive, to GM (E&M)/HOD office CCL, Darbhanga House, Ranchi.

(A.3.B) PERT chart for erection & commissioning indicating erection site requirements and the capacity of Cranes or any other handling equipment to be provided by CCL during the course of erection, commissioning & final testing. The Supplier shall also submit the data identified in the specifications for major assemblies/items of Equipment proposed. The Supplier shall supply detailed Equipment's drawings illustrating major assemblies locations, foundation and placement for items such as prime mover, gear box, crusher roll, chain / apron conveyor as per the details required in Part C. In addition, the Hydraulic (for auto lubrication if any), Electrical & Pneumatic circuit drawings (not the block diagram) as applicable should be given in the offer. All the installation & circuit drawings should be legible preferably printed on adequate size drawing sheet for easy reference, interpretation & evaluation.

(A.4) ERECTION/ASSEMBLY, COMMISSIONING AND PERFORMANCE TESTING: The Supplier shall provide the Services of Specialist Technicians / Service Engineers, Fitters, Electrician, workmen etc to supervise and for installation/ erection / assembly, commissioning and any performance testing of the plant, Equipment and accessories supplied. The Service Personnel shall remain at site following commissioning Suitable accommodation for the service personnel shall be provided during Installation, on chargeable basis.

PART – B: GENERAL REQUIREMENTS:-

(B.1) GEOGRAPHY AND CLIMATIC CONDITIONS ELEVATION: The natural surface varies from 100 to 1000 meters above mean sea level.

(i) 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.

(ii) AMBIENT CONDITIONS RELATIVE HUMIDITY :Maximum 98%.

Temperature – Minimum 0° C.

- Maximum 50°C.

(iii) RAINFALL: The mean annual rainfall is 1200 mm, 90 to 95% of which may fall in rainy season from June to October.

(iv) WIND: April to September - South to South Westerly.
October to March - North Westerly.

(v) SPEED: 8 Km per hr average - 100 km per hr maximum.

(vi) UNDER FOOT: Slushy and highly abrasive.

(B.2) GOODS (EQUIPMENT AND MACHINERY): Detailed specifications of the Equipment to be supplied are given in Part-C. In general, all items shall be: 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 reputed manufacturers. The Equipment and accessories shall be 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) SUPERVISION OF ERECTION AND COMMISSIONING: The supplier shall be responsible for the erection and commissioning of the equipment at site. The supplier shall depute qualified and competent Engineer(s), Technician(s) and Workmen to supervise and execute the entire assembly, erection and commissioning of equipment free of cost for suitable man days including Sundays & Holidays if worked per machine for erection, commissioning and test running, as well as training in operation and maintenance of the equipment at site to operators to be engaged by the bidder. Commissioning shall include testing of the equipment at maximum rating under normal operating conditions as specified to the satisfaction of the user. The project shall provide Cranes and handling equipment generally required for the assembly of such machine at site. The general tools & tackles as well as special tools supplied with the equipment for commissioning, maintenance & repair of machine shall also be available to the supplier. The technicians/ expert shall remain at site following commissioning and to commence operation by bidders personnel's as detailed in the Bid Document.

(B.4) STANDARDS: The design, supply, erection, commissioning and testing of all equipment shall in all respects comply with the requirements of this specification and with

appropriate current International & Indian standards indicated in Equipment Specification or as applicable. The Equipment shall also meet approval of the Statutory Government Authorities having jurisdiction over the Equipment and its use. The system of units for all measurements shall be the Système International d'Unités (S.I.).

(B.5) BIDDER/SUPPLIERS RESPONSIBILITY: The Purchaser requires that the Supplier shall accept responsibility for the provision of complete operable and compatible Equipment and systems within the Scope of Supply. This document identifies only the major items required for the installation and the Supplier shall ensure that the total supply includes all necessary Equipment for it to function effectively, safely and efficiently. Any additional items the Supplier considers necessary to ensure compliance with such a requirement shall be identified and included. If the Bidder observes that this Specification document contains any anomalies, ambiguities, flaws, errors or omissions, the Bidder shall immediately bring these to the attention of the Purchaser. The Supplier shall be responsible for the testing and commissioning of the Equipment and ensure that it meets the requirements as specified. The commissioning and setting to work of the whole Equipment Supply package shall be carried out under the supervision of the Supplier with Suppliers personnel.

(B.6) SPARE PARTS PROVISIONS:-

(B.6.1.a) AVAILABILITY OF SPARE PARTS: All items and Equipment proposed shall be of current design and manufacture. The Supplier shall warrant that sufficient spares and servicing facilities will be available to maintain the Equipment in use throughout its life. The Bidder (indigenous or global) shall stock sufficient fast moving & maintenance spares as well as critical assemblies and their repair parts in their Local Depots to ensure maximum availability of CCL's equipment during its life time. The bidders are required to give details of their existing local depots. Such bidders having no local depots presently shall furnish an undertaking that they shall immediately open a Local depot and shall stock aforesaid essential items for their offered equipment model in event of placement of order on them. In case of noncompliance, CCL shall be at liberty to de-bar them from any future tenders.

(B.6.1.b) BOUGHT OUT ASSEMBLIES AND SUB-ASSEMBLIES : The supplier is required to furnish details such as make, model code and vital technical parameters of all major bought out assemblies/items as indicated in the technical specification against "Information to be provided by the bidder." The bidder has to furnish a certificate indicating therein that "All other components not identified/ mentioned herein are manufactured by the bidder at their works exclusively i.e. the components are proprietary of the bidder's firm.

(B.6.2.1) PROVISION OF SPARE PARTS: All Spares/Consumables/items/works/jobs will be under the bidders scope for running the Coal crushing plant. Against operation & maintenance on per tonne crushed coal Charge for 1.0 MTY/2.0MTY respectively (Additional quantity to be considered as per the agreed rate). Operation and maintenance for nine (09)

years with required manpower from the date of commissioning, testing and acceptance along with spares and consumables. Provision for extension of operation and maintenance beyond nine (09) years on mutual agreement and extendable up-to Life time of the Equipment.

(B.6.4) LIFETIME SPARES: The supplier has to 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 beyond 9 years. In the event that the supplier wishes to terminate production of such spare parts the supplier shall:

(B.6.4.A) Give not less than 6 month notice in writing of its intention to terminate production in order to permit the purchaser reasonable time in which to procure needed requirements; and

(B.6.4.B) Immediately following termination, provide to the purchaser at no cost manufacturing drawings, material specification and necessary permission to manufacture of the spare parts elsewhere.

(B.6.4.C) Any change in part number or supersede part number should be informed to the CCL headquarter – E&M Department, MM Department and the In-charge at project/site wherever the equipment is operating. In any event the supplier shall not seek to terminate manufacturer of spare parts for a period of not less than 10 years from taking over.

(B.6.5) OILS, LUBRICANTS AND FLUIDS: Not less than 1 month before the scheduled date for acceptance, the supplier shall provide to the purchaser a detail schedule of all necessary oils, lubricants, fluids for the operation and maintenance of the 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 being acceptable by the supplier. To monitor changing of oils and lubricants in time by bidders personal.

(B.6.6) GENERAL: Nothing in this Clause B.6 shall relieve the Supplier of any Guarantee, Availability, Performance or other obligations or liabilities under the Contract.

(B.7) PERFORMANCE GUARANTEE:-

(B.7.1) INTRODUCTION:-

(B.7.1.1) The Supplier shall guarantee that the Equipment supplied pursuant to this Contract shall be available for use by the Purchaser through supplier 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, the Supplier shall, at its 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) The Supplier shall provide the Services of such personnel at Site within seven (7) days of notification by the Purchaser that the availability criteria have not been met in any one (1) month.

(B.7.2) PERFORMANCE GUARANTEE:-

(B.7.2.1) The Supplier 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) The Supplier 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 Part C. The method of assessment applied shall be as follows:

METHOD OF ASSESSMENT: The following calculation shall determine the availability of the Equipment:

The Feeder breaker/similar equipment as defined on the bid document should have following guaranteed output size (-) 100 mm X (-) 100 mm x (-) 100 mm from Input Blasted ROM Coal.

(a) **AVAILABILITY:** As per the formula given in the NITs technical specification including the penal provisions.

Availability will be calculated over 1 APP (As defined in the Bid document.) of operation and following formula shall apply. The Supplier shall guarantee that the availability of the equipment shall not be less than Guaranteed Daily availability of Minimum 20 hours availability per day. Up-to Half an hour breakdown daily will be neglected. Cumulative breakdown hours in excess of 20 hours will add up to one day extension of APP.

$$\% \text{ Availability} = \frac{\text{Production shift Hrs} - \text{Down time Hrs.}}{\text{Production shift Hrs} - \text{Maintenance hours.}} \times 100$$

WHERE

Production shift Hours = 24 Hours per day.

Maintenance Hours = 4 Hours per day

Breakdown Hours = Actual number of hours and will include time spend on Waiting for spares, service experts etc.

Down time = Maintenance Hours + breakdown Hours

Down time shall not include:

- (I) Accidents,
- (II) Strikes or stoppage of work by the Purchaser's personnel,
- (III) Natural disaster,
- (IV) 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. The supplier shall upload a schedule of maintenance required to carry out preventive maintenance and shall state the number of manpower and hours per day required to carry out each maintenance task. The time stated shall, with the agreement of the Purchaser, form the basis of the assessment of the availability. The average maintenance hours shall not be more than 4 hours per day.

The Purchaser will assist the Supplier, without relieving the Supplier of any other obligations under the Contract, to achieve the guaranteed availability by:-

- (1) To Provide normal and proper maintenance, including preventive maintenance in accordance with the Supplier's furnished standard/published recommendations, and making all necessary repairs to be carried out by supplier personnel in time.
- (2) Providing co-operation to all Supplier's authorized representatives.
- (3) Where appropriate, providing and maintaining such conditions as:
 - Proper electrical Supply.
- (4) Providing all Supplier's authorized representatives access at all reasonable times to the machine service and repair facilities. Maintaining a logbook for each shift wherein the working hours, breakdown times, maintenance hours, idle time, etc. shall be recorded. This record will be available for examination and signature by the Supplier's representative.

(B.7.3) EFFECT AND DURATION OF PERFORMANCE GUARANTEE:-

(B.7.3.1) This Performance 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 Purchaser's Acceptance Certificate.

(B.7.3.2) This Performance Guarantee shall remain effective for 09 years from the date of commissioning, irrespective of the hours operated by the Equipment during the period of the guarantee.

(B.7.3.3) COMPENSATION FOR NOT ACHIEVING GUARANTEED AVAILABILITY: In the event that the Equipment fails to achieve the Guaranteed Availability herein provided during this Warranty period, the Supplier shall be liable to pay to the Purchaser, 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 and part thereof 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. If the availability of the Equipment falls by more than 10% of the guaranteed availability during the Warranty period, The purchaser will have the option to reject the equipment after levying 10% penalty and the manufacturer will have to replace the complete/part of equipment as applicable at their cost to meet the guaranteed %age availability”.

If the availability of the Equipment falls by more than 10% of the guaranteed availability during the Warranty period, The purchaser will have the option to reject the equipment after levying 10% penalty and the manufacturer will have to replace the complete/part of equipment as applicable at their cost to meet the guaranteed %age availability”. However this will be applicable equipment Package wise not for all equipment which is performing as per specification.

(B.8) DEEMED BREAKDOWN: NA.

(B.9) COMPOSITE WARRANTY / GUARANTEE: The Supplier shall warrant that the equipment supplied under this contract is :

(a) In accordance with the contract specifications.

(b) The equipment shall have no defects arising out of design, material or workmanship & the complete equipment shall be warranted for 12 months from the accepted date of commissioning. Any defect arising observed on this account will have to be attended immediately. Any failed assembly/ sub assembly/ parts due to design, manufacturing or workmanship defect during this warranty period of 12 months shall be supplied by the supplier free of cost.

After completion of 12 months initial guarantee period there will be 96 months extended guarantee period for which CCL will purchase spares parts and consumable as explained in the NIT in terms of Rs. Per tonne of crushed coal basis for nine years along-with operation.

(c) The supplier must ensure that there is no major breakdown due to manufacturing / design defects during the warranty period. In case such breakdown occurs the purchaser reserves the right to extend the warranty period suitably. The warranty shall cover for total equipment so that ultimate/ comprehensive responsibility lies only with the Equipment Supplier although components may be supplied by different suppliers to the Bidder.

(B.10) SPECIAL CONDITION : The offered type & model of equipment shall have proven performance as per the Eligibility Criteria for proven supplier for at least one year completed on or before the date of issue of tender with similar offered configurations, which means The offered configuration of major assemblies/ subassemblies such as Crusher roll, Electric motor, Apron feeder / Conveyor system / Drive transmission etc. fitted on the quoted model of machine should be same as that of machine supplied in the past and have proven performance for at least one year completed on or before the date on which the bid is invited. The clear, legible & complete order copies along with all addendums/Annexure shall be submitted along with the offer or else the offer shall be treated as non-responsive. If

demanded by CCL, the original order copy against which proven-ness shall have to be shown for verification. The onus of providing necessary proof documentarily that all offered major assemblies make & models are exactly same lies on the bidder.

[However the following exceptions are allowed if the equipment against which proven-ness is sought is of higher specification in respect TPH rating/output is less than (-)100mm but proposed design criteria is same.]

(B.10.1) Bidder to upload as a separate attachment scanned copies (ink signed and stamped by the Original Equipment Manufacturer) of supply orders with all addendums/Annexure received by them for establishing proven status. In case they are unable to provide the same due to confidentiality laws of particular country, a scanned copy of such laws has to enclose along with the offer for claiming exemption from submitting the supply order/contract copies and in such cases the bidder has to enclose a Customers List for the quoted Model of Equipment duly signed by the Original Equipment Manufacturer, clearly indicating the Customer Name & Address, Contract No.& date, Machine Sl. No., date of commissioning, guaranteed annual availability as per the performance guarantee clause of the supply order/contract and actual achieved annual availability, for minimum 01 year from the date of commissioning, for each equipment supplied.

(B.10.2) Bidder to upload as a separate attachment a scanned authenticated copies of performance report duly Ink signed, confirming that the quoted Model of equipment has performed satisfactorily for a minimum period of 01 year from the date of commissioning of the equipment (supplied during the last 12 years, as on the date of opening of the Tender) and the desired parameters of the performance (Guaranteed availability) of the equipment stipulated in the supply order received and executed have been met and no warranty /guarantee claim is pending against the supply orders received and whose copy(s) enclosed by the bidder along with their offer to establish their proven- ness for the quoted Model of Equipment.

(B.10.3) Bidder to upload as a separate attachment a scanned authenticated copies of self - certification duly Ink signed, confirming that the quoted Model of equipment has performed satisfactorily for a minimum period of 01 year from the date of commissioning of the equipment (supplied during the last 12 years, as on the date of opening of the Tender) and the desired parameters of the performance (Guaranteed availability) of the equipment stipulated in the supply order received and executed have been met and no warranty / guarantee claim is pending against the supply orders received and whose copy(s) enclosed by the bidder along with their offer to establish their proven-ness for the quoted Model of Equipment.

(B.11) QUALITY ASSURANCE:-

(B.11.1) The Supplier shall furnish legible (preferably printed) Quality Assurance Plan (QAP) details for various stages of manufacture duly authenticated by the Authorized Quality department personnel. The Quality Assurance plan shall comply with an internationally recognized quality assurance standard such as ISO 9001 or latest.

(B.11.2) The Supplier shall provide facilities to Purchaser or their authorized 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.11.3) The Purchaser 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.

PART: C - EQUIPMENT SPECIFICATIONS:-

(1) SCOPE OF SPECIFICATION: This specification is intended to cover the technical requirements for the design, manufacture, testing, delivery, on-site erection and commissioning of Heavy duty semi mobile Electro-mechanical PLC controlled Feeder Breaker /Feeder Crusher / Back to Back Sizer/Impact Crusher of **400 TPH (rated) - 7nos, 500 TPH (rated) - 7nos** capacity with dust suppression system, skid mounted with provision of Single stage crushing (i.e. single pass) (there may be multi roll crushing in a single unit) with tramp iron relief system complete with electrical, gear box/suitable drive transmission system, coupling, starter unit, PLC control deck, feed arrangement-chain conveyor/apron feeder with drive etc to crush specified size of ROM Coal to (-) 100 mm output size.

(a)CAPACITY : 500 TPH (rated) and 400 TPH (rated)

(b) FEED SIZE : 900-1200 mm (Max size of approx. 15% Quantity).

(c) OUTPUT SIZE: the Feeder breaker should have following guaranteed output size (-) 100 mm in 3 dimension.

(d) COAL CHARACTERISTICS:-

(i) Bulk density : 1.1 MT / m³.

(ii) HGI of ROM coal : 45°H.

(iii) Percentage of Shale / Stone in ROM coal : 15% - 20%.

(iv) Overall moisture content : 10% to 15%.

(2) REFERENCES: The following International Standards are referred to in, and form part of, the Specification as applicable.

(a) ISO: 7189:1983 - Continuous mechanical handling equipment – Apron conveyors – Design rules.

(b) ISO 1977:2006 – Conveyor Chain, attachment and sprockets.

(c) ISO 2140:1975 – Continuous mechanical handling equipment for loose bulk materials – Apron conveyors.

(d) ISO 4413:2010 – Hydraulic Fluid power – General rules and safety requirements for system and their components.

(e) ISO:12100:2010 – Safety of machinery – General principles for design – Risk assessment and risk reduction.

(f) IEC 60034-1 – Rotating electrical machines – Rating and performance.

(g) ISO: 4409 – Hydraulic fluid power – Positive displacement pumps, motors and integral transmission – Determination of steady – State performance.

(h) ISO 5598:2008 – Fluid Power systems and components - Vocabulary

(i) **IEC 60050-411** – International Electro technical Vocabulary – Chapter 411: Rotating machinery.

(3) DESIGN CRITERIA- FEEDER: Feed arrangement shall be heavy duty chain conveyor/apron feeder /pan feeder with variable frequency drive (VFD) arrangements/Soft Starter.

The design of the feeder shall be sturdy and robust in construction to withstand worst duty conditions and give uninterrupted flow of material. The unit shall have variable control mechanism for controlling the rate of flow. The design shall be such that it consumes less power per ton of material handled, with less maintenance and easy component replacement facility.

The feeder shall be able to start at full load (up to 40Tonne) quickly, stop smoothly and shall operate at an extremely low noise level. With the empty tray the noise level shall be less than 80db within one meter radius of the unit.

The length and breadth of the deck and height of skirts shall be sufficient to suit the duty conditions. The length of the deck shall be suitable for arresting the flow from hopper efficiently when the feeder is stopped or not in working condition.

The deck and skirts shall be provided with abrasion resistant liners. The trough shall be suitably stiffened to avoid bending.

The mounting springs shall be made of high quality chrome steel.

The trough shall be inclined to give maximum output and this shall not be more than 5 degrees. However minor variation as per OEM design and proven-ness will be acceptable.

The feeder shall be able to deliver the coal at varying capacities (continuous variability) by varying amplitude and frequency. This variation shall be able to be controlled from the central control room with the help of VFD or any other contrivance.

All the parts of the equipment which need regular check-up/maintenance lying very close to the moving/ rotating parts, shall be provided with guards made of expanded metal.

All metallic surfaces except bright parts shall be coated with anticorrosive primer paints and then two coats of synthetic enamel paint of lemon yellow color. The paints used shall be of approved make and standard quality.

The feeder shall be able to operate round the clock and able to start in full load conditions. The feeder shall be able to operate at ambient temperatures from 4° to 50°. Relative humidity of 100% and in dusty atmosphere.

(3.1) DESIGN CRITERIA OF CRUSHING EQUIPMENT: The Feeder Breaker/ Feeder Crusher / Back to Back Sizer / Impact Crusher shall be capable of operation for protracted periods on a system 3 shifts each of 8 hrs duration per day throughout the year with feed size : 900 - 1200 mm having coal characteristics:

(a) Bulk density : 1.1 MT / m³.

(b) HGI of ROM coal : 45°H.

(c) Percentage of Shale / Stone in ROM coal : 15% - 20%.

(d) Overall moisture content : 10% to 15%.

The machine shall be guaranteed to give the rated output within the parameters of input size, output size as indicated in the tender specification. The equipment shall be of robust construction complete with all necessary features for safe and quiet operating conditions suiting the duty condition and performance requirements. The internal arrangement of the crusher casing shall be so designed that it shall remain free from clogging even at high moisture content the noise level shall not exceed 85 db at one meter distance.

(4) TECHNICAL REQUIREMENTS: Any of the four type of crushing equipment will be acceptable subject to fulfilment of concerned technical specification as detailed in the bid document for proven-ness one crushing equipment as per specified design mentioned on the bid document must have crushed/sized at least 1(one) million tonne/2(two)million tonne of coal from ROM coal (input size max 900 mm - 1200 mm approx) to (-) 100 mm in 3 dimension in any one production year per machine in the preceding 12 years ending on last day of month previous to one in which BID applications are invited. **The criteria considered for proven-ness of the equipment shall be such that the equipment has perform satisfactorily crushing of ROM coal from 1000 mm input (in 3 dimension) and output (-) 100 mm in 3 dimension having 400 TPH/500TPH and more rating for crushing coal/mineral (having HGI less than 44 or harder than coal). However, a variation of (+)/(-) 10% will be considered for proven-ness purpose, but the equipment to be supplied must have fulfilled our criteria of input size 900 mm to 1200 mm maximum and output (-) 100 mm in 3 dimension.**

(4.1) CRUSHER: SEMI MOBILE-SKID MOUNTED ROLL CRUSHER: The Roll Crusher (may be multi-roll) of **400 TPH (rated)/500 TPH (rated)** should be heavy-duty type, ideal for generating minimum fines and oversize. It shall have low operating & maintenance cost and high crushing efficiency. The roller shaft shall be extremely durable and resistant to bending. The base frame & casing shall be of heavy duty fabricated, steel construction with steel liners in casing and shall be extremely durable and resistant to bending (there may be multi roll crushing in a single unit). The mounted toothed segments shall be bolted with special high tensile segment bolts on to the roller shafts. The entire crushing mechanism shall be protected by adequate safety measures. The crusher shall be with tramp iron relief system complete with electrical, gear box/suitable drive transmission system, coupling, VFD starter unit, PLC control deck, feed arrangement-chain conveyor/ feeder with drive etc. to crush specified size of ROM Coal to (-) 100 mm output size. The electro-hydraulic mechanism may be used as per proven-ness for auxiliary services of crushing mechanism like auto lubrication, opening mechanism, lifting mechanism, tramp iron relief system etc. The design of the crusher shall be heavy duty semi-mobile/skid mounted electromechanical with single stage crushing mechanism. (there may be multi roll crushing in a single unit).But there should not be any medium of transmission between primary and secondary crushing except freefall. However the same should be inside casing.

(4.2) SEMI MOBILE-SKID MOUNTED TWIN SHAFT SIZER WITH FEEDER : The Twin shaft Sizer of **400 TPH(rated)/500 TPH (rated)** shall be of extremely robust construction and of adequate strength to withstand heavy duty operation with generation of minimum fines and oversize. The teeth of the Sizer shall be able to continuously agitate scroll in feed material to avoid jamming of Sizer due to wedging. The Sizer shall be able to handle oversize material without any pre-screening. Undersize material shall pass through the Sizer

without further degradation. The Sizer shall totally control cubical & accurate size, instead of controlling only one dimension of the output.

The Sizer shall be of low height, compact dimension and shall be of lighter weight for easy & quick installation with minimum support and avoid heavy civil foundation. It shall also ensure less lifting height for discharge from dumpers/tipping trucks for primary sizing. It shall be able to handle sticky coal or hard coal or combination of both maintaining peak throughput capacity.

The machine shall stall under pre-set overloading situation and shall be saved from breakdown of machine. In the event of stalled situations resulting from fouling by unbreakable foreign object, recovery should be achieved simply by rotor reversal without need to physically dig out material from the machine. The entire crushing mechanism shall be protected by adequate safety measures. To achieve desired sizing ratio back to back sizer may be opted as per previous proven-ness. The sizer should have VFD starter unit, PLC control deck feed arrangement-chain conveyor/apron feeder with drive etc. to crush specified size of ROM Coal to (-) 100 mm output size. The sizer shall be crawler mounted/skid mounted with provision of Single stage crushing (i.e., single pass in between primary and secondary sizer there should not be any medium of transportation except free fall). The electro-hydraulic mechanism may be used as per proven-ness for auxiliary services of crushing mechanism like auto lubrication, opening mechanism, lifting mechanism, tramp iron relief system etc.

(4.3) SEMI-MOBILE/SKID MOUNTED FEEDER BREAKER: Heavy Duty Semi Mobile Electro-mechanical, PLC controlled, Feeder Breaker of **400 TPH (rated)/500 TPH (rated)** capacity with dust suppression system, crawler mounted/skid mounted with provision of Single stage crushing (i.e. single pass) with tramp iron relief system complete with electrical, gear box/suitable drive transmission system, coupling, VFD starter unit, PLC control deck, feed arrangement-chain conveyor/apron feeder with drive etc. to crush specified size of ROM Coal to (-) 100 mm output size. It shall be designed for long life, dependable service, 24 hrs. Continuous operation and low maintenance with high production and a minimum power requirement. All main frames of feeder breaker shall be of welded construction, using the latest automatic welding method to ensure the stronger frames. The picks of the feeder breaker shall be made of cast manganese steel with TCT of super strength and hardness or as per proven design. The entire crushing mechanism shall be protected by adequate safety measures. The electro-hydraulic mechanism may be used as per proven-ness for auxiliary services of crushing mechanism like auto lubrication, opening mechanism, lifting mechanism, tramp iron relief system etc. The design of the crusher shall be heavy duty semi-mobile/skid mounted electromechanical with single stage crushing mechanism (there may be multi roll crushing in a single unit) as per proven design of the company.

(4.4) SEMI-MOBILE/SKID MOUNTED IMPACT CRUSHER: The Impact Crusher of capacity **400 TPH (rated)/500 TPH (rated)** should be heavy-duty type, ideal for generating minimum fines and oversize. It will consist of main housing, motors, a sturdy base frame and a driving system. The rotor should be mounted on a heavy duty chassis of welded construction, made of MS plates and sections. The motor shall be directly coupled to a counter shaft through a coupling. The counter shaft shall be mounted into a heavy duty self aligning roller bearing pedestal fitted on the chassis of motor. The crusher shall be with tramp iron relief system complete with electrical, gear box/suitable drive transmission system, coupling, VFD starter unit, PLC control deck, feed arrangement-chain conveyor/apron feeder

with drive etc. to crush specified size of ROM Coal to (-) 100 mm output size. The driving wheel pulley shall be fitted on counter shaft drives the V-pulley on the machine through V-belts. The entire crushing mechanism shall be protected by adequate safety measures. The electro-hydraulic mechanism may be used as per proven ness for auxiliary services of crushing mechanism like auto lubrication, opening mechanism, lifting mechanism, tramp iron relief system etc. The design of the crusher shall be heavy duty semi-mobile/skid mounted electromechanical with single stage crushing mechanism (there may be multi roll crushing in a single unit).

(4.5) HYDRAULIC SYSTEM (AUTO LUBRICATION AND OTHER AUXILARY APPLICATION ONLY):-

(a)The Hydraulic system shall be electrically driven, complete with all accessories and suitably sized oil reservoir with fluid level, sight gauges and breather. It shall be suitably designed for efficient operation and shall require minimum maintenance with relief valve protection. The hydraulic pump and motors shall be designed for longer service life.

(b) There shall be provision of overload protection like float control, temperature and pressure control, automatic stopping the machine if

- (i) Hydraulic fluid drops to a low level.
- (ii) Pressure or temperature of oil is excessive.

(4.6) HOSES: All hoses shall be grouped as far as possible and suitably clipped to lessen damage from scuffing. Any hydraulic hoses located within the operator's cab should be guarded sufficiently to deflect fluid under pressure, should a leak develop. Hoses shall be Fire resistant / Fire retarded near hot zone.

(4.7) MAINTENANCE AND LUBRICATION: Design of the equipment shall be such that different components of the machine shall be easily accessible for all maintenance works. The machine shall be provided with centralized auto lubrication system. PLC based troubleshooting should be provided for faster fault detection.

(4.8) DRIVE UNIT:-

(a) The Feeder Breaker/ Feeder Crusher / Back to Back Sizer roll / Impact Crusher shall be driven by an electric motor and gear box / suitable drive transmission. The Gear Box suitable/drive transmission shall be rated for service factor for continuous operation and heavy shock load. Motor of crusher drive should be coupled through coupling of suitable capacity. No open bearing will be allowed.

(b) The conveyor shall be driven by an independent Electro-mechanical drive of suitable capacity.

(c) The Induction motor shall be squirrel cage, totally enclosed, fan cooled and suitable for operation on 3 ph, 440 / 415 V, class "F" insulated, 50 Hz and to suit continuous working with shock loads of relevant IS/However OEM having proven-ness may use higher voltage rated motor as per earlier supply..

(d) Speed control for conveyor should be provided by VFD.

- (e) Motors should be provided with suitable starters of relevant IS.
- (f) Conveyor drive shaft, chain sprocket and chain should be of replaceable type.
- (g) The conveyor shaft should be supported with suitable antifriction bearings in dust proof housing with proper seals.
- (h) All power contactors shall be in accordance with relevant IS codes.

(4.10) COAL RECEIVING ARRANGEMENT: Suitable Coal receiving arrangement from rear discharge Dumpers / tipping trucks or any other suitable loading equipment shall be provided with the equipment with provision of loading of coal to be there with suitable sliding arrangement of coal to Conveyor/Apron Feeder .

(4.11) DUTY CONDITION: The Feeder Breaker/ Feeder Crusher / Back to Back Sizer / Impact Crusher shall be required to receive ROM coal directly from rear discharge dumpers or any other means of loading equipment and break it down to (-) 100 mm output size to be discharged through shift-able Belt Conveyor of approximate length 35-40 meters. The equipment shall be of heavy duty type capable of continuous operation round the clock. It shall be robust enough to work in tropical conditions and of suitable height to suit the dumper discharge and to withstand the shock of dumper discharge. It shall be capable of starting in choke feed condition. It shall be able to deal with wet & sticky material in rainy season without adversely affecting its performance parameters. The feeder breaker should be suitable for shifting by pulling/pushing as per the requirement of the mine/project throughout all season by dismantling the belt conveyors only. Any minor foundation work required if any will be within the scope of supplier.

(4.12) CONTROL GEAR (MCC): The drive should have adequately rated control gear with an interlock with following provisions:

- (a) Auto operation with integrated PLC.
- (b) Manual operation.
- (c) Sequence operation.
- (d) Should have adequate protections like thermal overload, trip devices to detect low voltage and single phase, reverse phase and ground fault sensing manual/ auto control switch shall be provided with solid state timing relays.
- (e) All control gears should conform to relevant IS.

(4.13) ELECTRICAL MOTOR FOR CRUSHER DRIVE: The Induction motor shall be squirrel cage, totally enclosed, fan cooled and suitable for operation on 3 ph, class "F" insulated, 50 Hz and to suit continuous working with shock loads. It should be as per **IEC 60034-1/ IS/IEC 60034-1 (2004)**. [Operating voltage shall be as per proven design of OEM]

(4.14) FAIL SAFE SYSTEM: The equipment shall be complete with necessary protective devices, so that in case of any emergency, it stops functioning to avoid any major breakdown. The protective devices, Inter-alia shall comprise of the following:

(i) ELECTRICAL FAIL SAFE SYSTEM:-

- (a) A speed switch linked to the crusher roll which senses the roll speed and trips the motor of driving chain conveyor first when the roll speed falls below the designed minimum on encountering hard material and then with certain time lag trips the crusher motor.
- (b) Provision shall be kept for N-C point in the contactor of the chain drive feeder breaker to incorporate speed monitoring switch for discharge belt conveyor to trip the chain conveyor motor in case the belt conveyor stops.

(ii) MECHANICAL FAIL SAFE SYSTEM: A shear pin/equivalent mechanical fuse or any other arrangement to ensure that the electric motor is not overloaded on encountering very hard material.

(4.15) MACHINERY DECK: The machinery deck shall be made of steel sheeting supported by a steel structure and shall cover the drive system. It shall be designed to give ready and safe access to personnel and equipment for maintenance. Non-slip type walkways and catwalks with handrails shall be provided in and around the machinery deck and service platforms and shall comply with ISO 2867. The space in and around the major assemblies housed in the machinery deck be sufficient to give ready and safe access to personnel and tools & tackles for maintenance.

(4.16) OPERATOR'S CABIN: A standard operator cabin should be provided along with the machine. The cabin should be of enclosed type and provided with a small fan and seat for operator's comfort. Suitable PLC control deck with suitable indicator mechanism to be provided with the system in that cabin.

(4.17) DUST SUPPRESSION SYSTEM: A suitable Dust Suppression System shall be provided with independent facilities of pump set complete with starter, water tank etc. The dust suppression system shall be such that it consumes minimum water with latest state of art technology of moist formation.

(4.18) AUTO LUBRICATION SYSTEM: Automatic lubrication of all bearing and chain points to be ensured by provision of the auto lubrication system. There shall be provision of protection like float control, temperature and pressure control, automatic stopping the machine if lubrication falls below certain level or temp exceeds maximum temp.

(4.19) LIGHTING: Adequate lighting and illumination at strategic points both outside and inside of the machine shall be provided for visual observation and night shift operation as detailed on the NIT mentioned at **clause no: (3) of Section – II, Instructions to Bidders.**

(4.20) GUARDS AND SHIELDS: Adequate guards and shields which comply with ISO 3457 shall be provided throughout the Feeder Breaker.

(4.21) FIRE EXTINGUISHER: 5 nos. Various types of portable and mobile fire extinguishers shall be provided at strategic locations in the Plant for fire protection. Location for portable/mobile fire extinguishers to be provided are as follows (1) Two nos. at Electrical

Substations, (2) Two nos. on the crushing equipment, (3) One on the Belt conveyor. Two numbers of Portable fire extinguisher 4 Kg each, suitable for each application are to be installed in each station as mentioned above with provision of suitable hanging mechanism. The fire extinguisher shall comply with Indian Standard IS: 2171. Various types of portable and mobile fire extinguishers shall be provided at strategic locations in the Plant for fire.

(4.22) RECEIPT & DISCHARGE ARRANGEMENT: The equipment shall receive coal from Rear Discharge dumper / tipping trucks directly or any other suitable loading equipment. Discharge of Coal shall be as per site requirement. The receipt & discharge arrangement shall be in line with actual requirement of the site installations.

(4.23) CONVEYORS:-

(4.23.1) SEMI-MOBILE/SHIFTABLE BELT CONVEYORS: The elevating gradient of belt conveyors shall be limited to 16°. Conveyors for coal transportation will be designed based on IS 4776 Part I & II, IS 8598 and IS 8531.

(4.23.2) SCOPE OF SUPPLY: These specifications cover manufacturing, testing before dispatch, delivery at site, erection and commissioning of complete belt conveyor system. The scope of supply shall include complete conveyor systems in required quantity in terms of the detailed specifications, given hereunder, for efficient and smooth operation of the Plant. It shall inter-alia include the following:

(4.23.3) CONVEYOR FRAME: The conveyor frame will have to be gantry & cantilever type for stockpile purpose, consist of ISMC 150 mm stringers connected by 'N' shaped cross bracing of ISA 65 X 65 X 8 mm. Individual sections will be of suitable lengths to facilitate easy assembly at site without any match marks and without having any reference to left and right of the conveyor. At the same time top and bottom idler frames when assembled on the stringer will have their position at right angles to the longitudinal axis of the conveyor. Provision will be made for jointing of sections with permitted play in the vertical plane of the order of 3 degree to 4 degree with nut and bolts system.

The conveyor frame will be complete with stools of size ISMC 100 mm for supporting stringers. Holes for fixing the supporting stools will be drilled on stringer channel for intermediate structures. Stools for support of conveyor frame will consist of vertical supports with suitable bracings and base plate to enable fixing of stools on foundation. The height of the stools will be such as to give clearance between return roller and ground of at least 500 mm. The plates of the stools and ground will be suitably drilled for grouting. In case the return roller is located at the center of the trestle, conveyor frame below the return idler shall be covered/ sealed by chequered plate of 3 m (1.5 m to the either side from the center of the each trestle) to cover the gap below the return idler. Sufficient clearance between roller and chequered plate shall be provided for cleaning.

(4.23.3.1) Conveyor frame design as mentioned above may be made with circular pipes as per proven design of manufacturer supplied earlier. This shall be subject to the acceptance of the authority.

(4.23.4) IDLERS: Idlers will be made of ERW tubes as per IS-9295 (Current). The diameter and thickness of roller tubes, spacing of idlers and the bearing bores for carrying idlers, return idlers, impact idlers, etc. should be mentioned clearly for different widths to suit the duty condition and will in all case confirm to the following limits or requirements:

- (i) Minimum tube diameters and thickness as per relevant IS.
- (ii) Idlers Spacing (Maximum) as per relevant IS.

(4.23.5) BEARING FOR IDLER ROLLERS: Carrying idlers, impact idlers and return idlers will be provided with seize resistant / deep groove ball bearing of suitable size. Up to 30mm shaft diameter, seize resistance bearing shall be provided and above 30mm dia deep groove ball bearing shall be provided. The life of the bearing will be guaranteed for a minimum period of 30,000 working hours.

(i) The bearing sizes will be as under:

Belt width (mm)	Minimum Bore of Bearing	
	Carrying/Return Idler (mm)	Impact Idler (mm)
1000 and below	25	25
1200- 1400	30	30
1600-2000	40	40

(4.23.6) IDLER SHAFT: Idler shaft will be made of EN-8 of BS 970 or C-40 IS 1570 or equivalent quality steel and suitable size for the duty requirement.

(4.23.7) CARRYING IDLER: The carrying idler set shall consist of three rollers of equal length. The troughing angle shall be as specified in -11 (Schedule of conveyors). The angle of tilt will be as follows: The angle of tilt of side idlers shall be function of troughing angle and belt speed and shall be as small as practicable and shall in no case exceed 2°. The direction of belt travel shall be marked on the frame by an arrow head.

(4.23.8) RETURN IDLERS: The return idler will be of single roll type.

(4.23.9) IMPACT PAD: Impact pads are to be provided on the material discharge zone from the transfer chutes. The Impact pads are to be robust in construction, designed for heavy duty operation along the material flow. The individual impact pads would be of required number of layers (top layer of UHMWPE having hardness of 65+/-5° shore D) with the thickness

designed by the bidder but not less than 70 mm proper bonding, sandwiched together and additionally strengthened by mechanical fasteners. For effective function, the cross section of the impact pads would be solid without any hollow section. The number of pads required would be dependent upon the belt width of the individual conveyor. The impact pad will cover minimum 1800 mm of conveyor length, ensuring that the conveyor belt is fully supported on impact zone. The pad shall be designed for heavy duty operation and shall be provided with heavy duty bolted frame.

(4.23.10) SELF ALIGNING IDLERS: On the carrying side two sets of self aligning troughing idlers shall be placed at 5 meter spacing from head and tail pulleys. The spacing of intermediate self aligning troughing idler set shall be 15 meters. On the return side two sets of self aligning return idlers shall be placed at 10 meter spacing from head & tail pulleys. The spacing of intermediate self aligning return idler set shall be 30 m. Self aligning idler set shall also be provided near the drive and take-up pulleys. In case of short conveyors at least two set of self aligning idlers shall be provided on the carrying and return run. In case of Steel cord belting, the distance of self-aligning idlers on carrying run may be reduced to 10m.

(4.23.11) TRANSITION IDLERS: Transition type idlers will be used adjacent to head and tail drums to permit proper support of loaded belt near the head and the tail drums without excessive stress and stretch of the belt edges. The transition length and the number of transition type and size of belt, number of plies and other necessary governing factors in steps of 5°, 10° and 15° troughing angles will be stated.

(4.23.12) IMPACT IDLERS (WHEREVER NECESSARY): Required sets each of 3 impact rollers shall be provided at all loading and transfer points at the receiving of material after and before the impact pad. These idlers shall have rubber discs of suitable hardness to give longer life.

(4.23.13) CLEARANCES: Clearance, gaps, etc. for the carrying and return idlers will conform to the IS 8598(Current) to the extent possible. Lengths of individual rolls will conform to IS 1570 (Current).

(4.23.14) LUBRICATION: The idlers will be sealed and greased for life. Idler bearings will be provided with suitable labyrinth seal on outer side and felt seal on inner side. Bearing should be of 'seize resistant' type.

(4.23.15) BEARING HOUSES: The bearing housing of idler will be made of extra deep drawn quality pressed steel and will be press fitted and will preferably be completely welded with idler tube by simultaneous welding machine. The details of this should clearly be furnished by the bidder.

(4.23.16) MAXIMUM TOLERANCE: Eccentricity/Ovality of the idler tube will be minimum and will be mentioned specifically for various sizes and in no case it should exceed 0.8 mm at any point along the shell. Idlers will be made of ERW tubes as per IS-9295. The space for greasing will be clearly indicated on the drawing and the quantity of grease should also be indicated. It should not be less than 16 cc approx. on either side of each idler.

(4.23.17) IDLER BRACKETS: The brackets for the carrying idlers will be of pressed steel frame construction to withstand shock loads resulting from large lumps. They will be made of formed sections.

(4.23.18) ADJUSTMENT: The fixing arrangement of carrying and return idlers will be such as to permit adjustment of the idler sets for purposes of belt training. Allowance for such adjustments should be provided on both sides of the conveyor and the play will not be less than 10 mm either side. All idlers will be of the 'drop-in-slot' type.

(4.23.18) FRICTION: The friction factor of idlers will not be more than 0.02.

(4.23.19) REDUCTION GEARS: These will be suitable for round the clock continuous operation at full load and will be suitable for moderate shock loads. The high speed shaft will be extended on other side for accommodating electromagnetic/thruster brakes, where required. The selection of gear box will preferably be done on the basis of natural cooling only, however only fan cooling will be acceptable where natural cooling is not available. A minimum service factor of 1.6 will be taken from motor power for selection of the gearboxes. Also the selection of gear box shall be made one rank higher in the manufacturer's list. For drive up to 30 HP worm gears will be used and above that parallel shaft helical/bevel helical gears are to be used. However, Steel Helical or Helical-Bevel Gearboxes may use. Splash lubrication will be provided. Magnetic drain plugs and metallic breathers will be provided.

(4.23.20) COUPLINGS: Flexible/Geared Coupling will be used for power transmission on low speed side and also on high speed side depending upon the duty requirement. The hub and sleeves of the geared coupling will be of forged C-40 steel and bolts will be of alloy steel. The hub teeth will be triple vary crown design. Traction type fluid couplings will be used on high speed side for all motors above 40 kW. Type and size will be selected in accordance with the drive power requirement.

(4.23.21) DRUMS/PULLEYS:-

(4.23.21.1) FEATURES: All the drums shall be of welded steel construction and statically balanced and stress-relieved after welding before machining. The drive, discharge and other high tension pulleys shall be of integral hub type design. The diameters of the drums shall be as per IS 8531(Current). The machining tolerance of individual parts of the drums assembly should comply with IS 919 (Current) and the diameter of the drum will be maintained within the tolerances given in IS 8531(Current). The out of roundness will not exceed ± 0.5 percent

of the drum diameter. The shaft diameter will be in multiples of tens. Face widths of the drums will be as per IS 8531(Current). Shell thickness of the drums will be suitable for taking bending loads on the drums. This will not be less than 16 mm for drive and discharge drums, 12 mm for tail pulley and 10 mm for other drums. No crowning will be provided with pulleys. All drive/discharge drums will be lagged with ceramic lagging liners of minimum 12mm thickness. Other drums lagging will be vulcanized natural rubber and the thickness of the lagging will be 12 mm. The rubber lagging will have V-type herringbone pattern grooves (6 mm wide x 6 mm deep). The apex of the grooves will be in the belt travel direction. Alternatively, herringbone profiled wear resistant rubber bars molded with aluminum reinforcement will be preferred for easy replacement. The rubber lagging will have a minimum durometer hardness of 55 degrees shore A-scale.

(4.23.23) BEARINGS AND PLUMMER BLOCKS: All drums will be provided with self-aligning ball/ roller bearings to suit the loading conditions. All bearings shall be adapter-mounted to the shafts. Plummer blocks of four holes will be of cast steel and provided with grease nipples for lubrication purpose. All lubricating nipples will be readily accessible without removing the guards. Bearing will be protected against ingress of dust and moisture by providing suitable labyrinth/rubber seals on both sides. Guaranteed life of the bearings will not be less than 50,000 hrs. All drums of a given diameter will have similar size and type of bearings. The total stock of sizes will be kept to minimum. All the drive and discharge pulleys shall be provided with split cylindrical roller bearings with swiveling cartridge.

(4.23.24) PULLEY SHAFTS: All pulley shafts shall be of C-40/EN-8/EN-19 steel as per IS 1570 (Current). Key less locking element/ assemblies shall be used at each end of drive, discharge and other high tension pulleys. For other pulleys, taper lock system shall be used. The locking elements shall be sized to transmit the required torque and bending moment as per manufacturer's recommendations. Shaft size shall be calculated with a design factor of safety of 1.5. The maximum free shaft deflection slope at the pulley hub shall be 0.0023 inch per inch. Sizes of pulley shafts, locking devices and bearing sizes shall be rationalized to reduce inventory of spare parts and provide interchange ability.

(4.23.25) DRIVE ARRANGEMENT: The drive arrangement has been indicated in conveyor data sheet as above.

(4.23.26) BED FRAME & FOUNDATION ARRANGEMENTS: The drive unit consisting of motor, reduction gear and the drive drums will have a common bed frame and be fabricated from heavy structural sections and plates. Suitable bracings should be provided wherever necessary on the drive unit bed frame and superstructure to make it rigid. Proper arrangements will be provided with gearboxes, motors and Plummer blocks to maintain correct alignment. The head drum unit, the drive unit, the take up unit and the tail unit will have separate houses with suitable foundation arrangement in conformity with the drawings (if any). Suitable bracings will be provided on the structures of these units wherever necessary.

(4.23.27) DECKING PLATE: Framed steel sheet decking plates to protect the bottom belt against spillage should be provided throughout the length of the conveyor. The thickness of decking plate shall not be less than 3.15 mm.

(4.23.28) SKIRT BOARD & SEALING SYSTEM: Skirt board shall ensure centralized loading of conveyor belt to avoid coal spillage. Suitable 'Skirt Plates' of 5.0 meters (minimum) length shall be provided at each feeding point of conveyor. The width of the Skirt Boards shall be two-third the conveyor belt width. The gap between the bottom of the skirt board and the belt shall be made to increase uniformly in the direction of belt travel. The height of skirt board shall be sufficient to contain the material volume as it is loaded on the belt and shall not be less than 500mm. In addition a covered hood of 500mm height shall be provided to contain dust pressure. The segmented rubber curtains shall be hung from the top of the hood at regular intervals in segmented manner. End of the skirt board shall be provided with rubber curtain. At the tail end, a sealing box shall be provided which shall be 750mm long and 500mm high. At the tail end/ rear side also, skirt sealing shall be provided.

To prevent material spillage at conveyor transfer points, skirt board sealing systems consisting of rubber which tail into each other to provide a continuous sealing strip, will be provided. The fixing of skirt board rubber block shall be press-fit type between adjacent rubber to avoid leakage of dust. Equally spaced guides shall be provided for smooth vertical movements. The clamp shall be of serrated type to ensure uni-directional motion of the rubber block towards the belt. The shore hardness of rubber block shall be 55 ± 5^0 shore A. The clamps and fixing bolts shall be galvanized for longer life.

(4.23.29) BELT CLEANING ARRANGEMENT: Primary and secondary belt cleaners will be provided suitable for mounting on the Head Pulley conveyor to remove heavy residual layer of carry back from the conveyor belt. Primary belt cleaner shall be provided with polyurethane blade (having hardness of 90 ± 5^0 shore A) mounted on a carrier assembly with 'elastomount' or similar system to facilitate automatic blade adjustment like counterweight type. The blades of secondary belt cleaner shall be made of special tungsten carbide tip with SS-304 base.

Belt cleaners will have multi-sprung blades with suitable inclination to clean dirt layer efficiently and suitable sprung deflection on contact with an uneven surface on the belt. Each individual blade should have spring action so that constant contact with the belt is maintained while in operation. For automatic adjustment and to compensate for blade wear, the belt cleaner assembly should be mounted on 'elasto-mount' or similar suitable arrangement to ensure that constant contact between belt and blades is maintained.

A "V" type plough scraper (90° angle) will be provided on the return belt near the tail drum. In conveyors using loop/vertical gravity take up, 'V' type plough scraper will also be provided near the snub drum forming part of take up unit to prevent material spilled on the return belt, from damaging the belt at the take up drums.

The unit should be supplied with a locking system to prevent cleaning component from touching the belt and damaging the same. The complete system will be such that it can be installed on the conveyor's sub frame by means of modular support mounts.

(4.23.29) HOLD BACK DEVICE & ELECTROMAGNETIC/ THRUSTER BRAKES:

Suitable hold back devices will be provided with Gear box for preventing running back of the conveyor belt in loaded conditions due to power failure or otherwise. This will be roller type and will be supplied wherever the conditions require the use of this device.

Electromagnetic/ thruster brakes will be provided with all the conveyors after calculating the coasting time. If required, necessary flywheels can also be used for smaller conveyors. The coasting time calculation will be submitted for approval. If the conveyor is having downhill profile along the length of conveyor, suitable and sufficient capacity brake shall be provided as per design requirement or suitable latest technology may be used provided which will not hamper the safety feature of the system.

(4.23.30) ACCESSORIES:-

(4.23.30.1) PULL CHORD SWITCHES: For stopping the conveyor from any point along the conveyor length, pull chord switches will be provided on one side of the whole conveyor length. This will be a totally enclosed dust and vermin proof, cast metal unit with trip and reset levers mounted along the main walkway side at regular spacing of 15 metres (with min. one per conveyor). The pull chord rope will be of PVC sheathed galvanised steel wires. The switch should have inbuilt visual indication.

(4.23.30.2) BELT SWAY SWITCH: Totally enclosed dust and vermin proof belt sway switches will be provided on both sides along the conveyor length at a regular interval of 20 metres. Belt sway switches will also be provided near head drums, tail drums and drive drums. These switches will be auto reset double contact type, one for advance indication of excessive belt sway and the other for tripping in conveyor. The switch should have inbuilt visual indication.

(4.23.30.3) ZERO SPEED SWITCH/BELT SEQUENCE SWITCH: One number belt speed monitoring switch per conveyor will be provided which will stop the conveyor in case of slippage or breakage of the belt, or in case the belt speed falls below 80% of the rated speed. These switches will also serve as belt sequence switches for the starting of the preceding conveyor. The switch should have inbuilt visual indication. Overload protection switches, Chute blockade switches and over speed switches shall be provided as per IS 4776.

(4.23.30.4) TAKE UP DEVICES: The design of take-up shall be such that the tension can be achieved by adding RCC blocks on the frame. A box with filled up weight is not acceptable, there shall be provision for increase/ decrease of tension as per requirement during dynamic condition of the conveyor. The location of counter weight for take-up devices will be such that it should not be above any other conveyor. In case of horizontal gravity take up the tail pulley will be mounted on a trolley or the bearing blocks of the tail pulley will be mounted in guides. The tail pulley frame will be connected to counter weights by means of rope. The rope will be guided by required number of sheaves. The weights will move in the guides supported in a vertical tower. The weights will be of modular sections made of C.I. These units will be connected by means of tie rods, weights can be added or detached depending on the requirements. Take up travel, counter weights shall suit the requirements. In case of automatic loop system, this will consist of a fixed pulley, movable pulley, trolley, limit switches, sensors, power operated winch or any other mechanism. In case of some change in the belt tension from the required tension the sensors will sense the same and actuate the motor of the winch to move the moving pulley till proper slack side tension is created to avoid slippage. The take up travel, motor shall suit the requirements. In case of screw take up the movement of tail pulley shall be by means of two screws with check/lock nuts. The pulleys conform to the specifications as given elsewhere in this document.

(4.23.30.5) GUARDING: Guards on the conveyor will comply with the relevant latest Indian Standards. The guards will be of expanded metal conforming to IS 412 (Current). The minimum clearance between the guards and moving parts at openings in guards will be as follows:

Sl. No.	Size of opening in guard (mm)	Minimum clearance (mm)
(i)	Not exceeding 10	25
(ii)	Over 10 up to and including 15	65
(iii)	Over 15 up to and including 30	100
(iv)	Over 30 up to and including 40	125

Slots 30 mm wide suitably reinforced may be provided in guards for insertion of bars for cleaning. The minimum distance between any moving part of the conveyor and any part of the slot will be 300 mm.

Guards will totally enclose all parts as far as practicable in order to prevent access to the part e.g. for an in running belt, the guard around which an operator can put his arm will extend at least 900 mm from the belt.

Guards will be provided to prevent any trapping between the travelling wheels and the rails.

(4.23.30.6) BELT JOINTING MACHINE: Belt Jointing Machine (1000 mm, NN type Belt jointing) for each crushing plant to provided by the bidder. The Belt jointing machine should have previous proven-ness.

(4.24) COMPLIANCE WITH STANDARDS: The troughed belt conveyors shall comply with the relevant latest Indian Standard specifications. All components, materials and equipment used shall also comply with the relevant latest Indian Standards specifications and code of practices or in their absence, the BS/ DIN/ USA or equivalent International Standards, unless otherwise mentioned.

(4.25) CONVEYOR BELTING: The belting shall be suitable for operation under the duty conditions and comply with all relevant Indian Standards/Codes. Skim coated plies are recommended for all conveyors having high material impact at loading points on the belts. The belting of the conveyors under the scope of the tender, should meet the following technical specifications:

(i)	Fabric Type	Nylon/EP
(ii)	Minimum factor of safety	10 (for arriving at allowable Working tension)
(iii)	Tension Utilisation factor	80%
(iv)	Cover grade	M-24
(v)	Approx. thickness (Ply)	1.5-1.85 mm

Belt shall have sufficient lateral flexibility so that it will suit the toughing angle requirement even when it is empty and also shall have sufficient lateral stiffness. Belt shall have sufficient longitudinal flexibility so that it can easily flex around different pulleys of the conveyor system. Belt shall have sufficient impact resistance to withstand impact at loading points and shall be mildew inhibited, edge protected, open end skim coated plies..

(4.27) PUMPS:-

(i) Required water for dust suppression system shall be provided by CCL within 75m of crushing plants. The following arrangements are to be made by Bidder: Water reservoir of approx. size 3.5m x 2.5m x 4.5m (L x B x H) made from steel plate of IS 2062 grade B thickness 12mm. Proven spraying pump of suitable design along-with pipe line for dust suppression/ cleaning jets etc.

- (ii) The horizontal pumps shall be mounted on a common base plate with the motor and shall be directly coupled to the motor through a flexible tyre coupling. The motor capacity shall have a margin of 15% over its BHP absorbed at the pump shaft at the duty point. Efficiency of the pumps selected shall be such that they operate for the required purpose without any hindrance.
- (iii) The design of the pump shall provide no chance of cavitations or air locks and shall reduce the slippage loss to a minimum. The pumps shall be self-regulating with great surge handling capacity and shall be subjected to test as specified in the relevant standards.
- (iv) The pumping parts shall have high efficiency and at the same time heavy and robust in construction. The principal pumping parts construction shall be of Ni-hard. The pumps shall incorporate quick changing features to make the replacement of wearing parts in the shortest possible time.
- (v) The pump shaft and bearing shall be adequately sized to take the unbalanced load during operation. The pumps shall be mechanical seal type.
- (vi) Suitable drain valves of size varying between 75mm to 100mm shall be provided on the suction line. Suitable isolating valves on delivery line of the pump shall be provided. Non-jamming type check valve may be provided in delivery line for water pumps. The suction and delivery lines shall be so connected to the pump that stress is not transmitted to the pump and ease of dismantle is maintained. Dismantling joints shall be provided on the delivery side of cage size pumps to facilitate quick maintenance. Victaulic coupling for suction and delivery pipes may be provided for quick removal of casing for maintenance.
- (vii) The suction pipe line shall be laid at a constant downward slope from pump center line to the suction chamber. The pump deliveries shall be fitted with suitable capacity pressure gauges.
- (viii) Each pump shall be provided with adequate safety interlock including overload and dry running protection.
- (ix) Sufficient clearance gap shall be provided between the pump and adjacent piping, other equipment or structure for ease of maintenance, operation and movement of personnel.
- (x) Each pump with motor shall be installed on rigid foundation of concrete at least 0.5m above the floor level isolated from other foundations and structure in such a way that any vibration is not transmitted between them.

(4.28) TANKS: Tanks shall generally be fabricated from minimum 12 mm thick mild steel plates, properly stiffened and suitably supported and provided with liners of high carbon steel/ ceramic/ Mn-steel/ stainless steel/ rubber/ tiscral steel depending on the application/ duty conditions.

(4.29) SCREENS: Pre-Screens may be incorporated as per proven design of the respective OEM's bidding for the tender. Screen should be vibrating, rubber buffer/spring mounted and either suspension type or supported on the floors. Screens must have easy and quick screen panel / screening media tensioning and replacement arrangement. Screen with unbalanced dual motor / drive shaft mounted at the top of the screens will be preferred. Ample space should be provided on the either side and top of the screens and suitable lifting arrangement shall also be provided to facilitate maintenance of the equipment/unit. Normally the drive will be v-belt type or universal coupling type (if applicable).

(5.0) ELECTRICAL ENGINEERING WORKS:-

(5.1) SCOPE OF WORK: The scope of work of this Bid shall broadly include design, supply of equipment, erection, testing, commissioning and finally operating (for a period as specified elsewhere in the document) satisfactorily after commissioning in respect of entire electrical system.

The system referred to above broadly covers the following:

- (i) CCL will provide Electricity at a Voltage of (11Kv/3.3 Kv, +/- 12.5%) at (50Hz+/-5%) within a radius of 75 meter as available in different proposed crushing sites as detailed in scope of supply. Supply and installation of 14 nos. Outdoor type TSU of capacity 750 Kva, 3 phase, 50 Hz 11kV/3.3 kV toV with primary and secondary control switches the supply of Electricity will be **free of cost**.

OR

However transformation of Voltage by installing suitable transformer of at least 750Kva rating as per BIS 1180 now in force in India. The HV Primary controlling switch, of Bus-bar rating 400Amps, with suitable protection system and CT ratio shall be within the scope of Bidder. The Secondary controlling switch shall be of 1000amps rating shall be within bidder scope with necessary cables etc as per CEAR-2010. However utilization voltage shall be as per proven-ness of OEM's equipment.

- (ii) Supply and Installation, testing of LT Power Distribution Boards cum Motor Control Centers (MCC) including distribution of power to all required equipment at 433V/415 Volts including protections. The motor control centre should be stationed in an E-house (transportable sub-station) equipped with air conditioner and other electrical protection system as per CEAR 2010.
- (iii) Supply and installation of Illumination system for the proposed plant and general area.
 - (a) 20 meters long ground mounted high mast lighting Tower with 8 nos. 2x400 watts HPSV Light fittings inclusive erection & commissioning. One set each for each crushing plant.
 - (b) LED street Light fittings, 120 W-140 W (Outdoor type) for each crushing plant (10 nos. each with pole, lighting cable etc.).
- (iv) Supply of Power Metering and Mimic facility.

- (v) Supply and laying of cables, cable trays and cable accessories.
- (vi) Supply and installation, testing of earthing system.
- (vii) Supply and installation, testing of lightning protection system.
- (viii) Supply and installation ceiling fans arrangement.
- (ix) Supplying and installation of MS portable office cabin with one partition outer side dimension 20' x 10' x 8' 6" for maintenance of office records and office activity at each crushing project.
- (x) **WATER PURIFIER:** 3 stage advance online UV water purifier or equivalent.
- (xi) **BIO-TOILETS:** 100% maintenance free continuous Biological process.

Any other works which is essential for smooth & trouble free operation of the entire system but not included in this document shall be deemed to be included in the scope of bidder.

Bidder shall supply all items and quantity as per drawings approved by Engineer-in-charge (EIC).

Specifications of some of the important equipment/ system generally used in the crushing plants are given hereafter. However, the bidders shall comply with the prerequisites in accordance with the provisions of "Make of Equipment" at Clause No. 5(B).21 of this section.

(5.2) The following provision shall be made by the bidder for effective operation of each crushing units:

- (a) Provision of Bio-toilets one each for each Crushing plant.
- (b) Engineers cabin.

(6) SAFETY FEATURES AND APPLIANCES:-

- (iii) Approved type of Dust Prevention or Suppression System.
- (iv) Each moving part of the machinery shall be guarded/ fenced and also ensure its effectiveness all the time.
- (v) Fire resistant hydraulic hoses and wiring near hot zone for auto lubrication system (if any).
- (vi) Lock out switches shall be provided on the machine that over rides all other for maintenance purpose/in case of emergency.

(7) PERFORMANCE GUARANTEE: In accordance with the provisions of clauses B.7.2.2 and B.7.3.2 of the Technical Specifications, the Supplier shall guarantee that the availability of the equipment shall be not less than as specified in the NIT for a period of 108 months from the accepted date of commissioning. The machine shall be guaranteed to give the rated output within the parameters of input size, output size as indicated in the tender specification.

(8) EQUIPMENT ACCEPTANCE: The equipment ordered will be finally accepted subject to the supplier demonstrating to the purchaser or its authorized representative (may be third

party) that the equipment when tested as indicated below meets the performance data provided by the supplier. A detrimental deviation of up to 2.5% will be accepted.

(a) HOURLY RATED OUTPUT OF SPECIFIED SIZE: To be tested at site on 30 (thirty) operating days average immediately after commissioning under operating conditions as stated in the tender document. The equipment is to be operated by the supplier's personnel who are to be authorized by the supplier.

SECTION – VI

ATTACHMENTS

1. Letter of Bid
2. Proforma for Undertaking
3. Contract Form
4. Bank Guarantee Proforma
5. Integrity Pact Proforma
6. Manufacturer's Authorization Form
7. Consortium Agreement
8. DGMS Guidelines
9. BOQ

SECTION – VI
ATTACHMENTS

**PROFORMA FOR LETTER OF BID TO BE UPLOADED BY BIDDER
DURING SUBMISSION OF BID ONLINE :
FORMAT OF “Letter of Bid” (for Works & Services Tenders)**

LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)

To,
The Tender Committee,
Central Coalfields Limited.
Darbhanga House, Ranchi-834029

Subject : Letter of Bid for the work “(Setting up of 1.0 MTY x 07 nos., 400 TPH (rated) and 2.0 MTY x 07 nos., 500 TPH (rated), Semi-Mobile/Skid Mounted Crushing/Sizing / Breaking units for input ROM Coal size (up-to 1200 mm max) to output size (-)100 mm, in 3 dimensions at different Areas/Project of CCL as per schedule of requirement including Supply of Equipment, Plant Installation, Commissioning, Operation and Maintenance with spares, consumables etc. on Risk Gain sharing Basis on CCL funding)”

Ref. : 1. NIT No.: “GM(EnM)/Tender/18/1012”

2. Tender Id No. :“2018_CCL_99371_1”

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I/We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Central Coalfields Ltd.

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision Central Coalfields Ltd. shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY BIDDER/S (ON BIDDER'S LETTER HEAD) FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY :

FORMAT OF UNDERTAKING

I / We,, Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/S., solemnly declare that:

1. I/We am/are submitting Bid for the work.....against NIT No/Tender ID..... Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of..... (Name of the Company).
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. *I/We have submitted particulars of existing GST registration, if applicable.
Or
* We also undertake that Certificate of Registration with appropriate GST Authority where the work will be executed shall be arranged before any payment is made to us.
7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
8. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.
Or
*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.
9. *I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs(In case of JV, all partners are covered).
Or
*I / Wehave been banned by the organization named “ _____ ” for a period of..... year/s, effective from to.....(in case of JV, name(s) of the JV Partner(s)).
10. I/We further confirm that, we are not engaging and will not engage any child labour in any of the activities for which I/we are participating in the tender. In case it is reported & proved that child labour is engaged by me/us, imposition of penalty @ 10% of the contract value & blacklisting of my/our firm by CCL is acceptable.
11. I/We agree to the arbitration Clause/Provisions regarding arbitration in the bid document.

12. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

* Delete whichever is not applicable.

**FORMAT FOR CONTRACT AGREEMENT
(On Non- Judicial Stamp Paper)**

Agreement No.

Dated:

THIS ARTICLE OF AGREEMENT made on this _____ day of _____ 20__ between the Central Coalfields Limited, a Subsidiary of Coal India Limited, Govt. of India Undertaking, an Employer registered under the Indian Companies Act. 1956 with its registered office at Darbhanga House,P.O. Ranchi(Pin-834029), State: Jharkhand,India (hereinafter referred to as the Employer which expression where the context so admit shall include its successors in interest and assign) of the one Part and _____ (herein after referred to as “the Contractor” which expression where the context so admit shall include its heirs, executors, administrators legal representatives, successors in business and assign) of the other part.

WHEREAS, the Employer invited bid for the Work “_____”and the bid of the Contractor has been accepted by the Employer vide their Letter No _____ dt. _____ for a sum of _____ [Contract sum in figure & words]

WHEREAS the Contractor has agreed to execute the works on the terms & conditions as stipulated in the Bid and subsequent amendments thereto for a sum of _____ [Contract sum in figure & words] for successful completion of the work.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. In pursuance of the Agreement aforesaid and in consideration for the payment of the sum of _____ [Contract sum in figure & words] and/or such sum as may be payable to the contractor, the Contractor shall upon and subject to the said terms & conditions execute and complete the work shown upon in the said drawings and described in the said scope of work as provided for in the said conditions.
2. The time shall be considered as one of the essence of the contract and time for completion of the contract shall be 09(nine) years and 04(Four) months from the date of commencement of work.
3. The parties hereto shall respectively and faithfully abide by and submit themselves to the terms & conditions and stipulations contained in this agreement and perform and discharge their part of contract accordingly.
4. This final Agreement has been arrived at between the parties after due consideration of the correspondences, documents, meetings and negotiations held from time to time. The following documents shall constitute the Contract between the Employer and the Contractor. And each shall be read and construed as an integral part of the Contract.

Part Description of Documents:-

01. Article of Agreement.
02. Detailed Bid Notice.
03. Notification of Award

04. The Bid and Prices Schedules submitted by the Contractor
05. Conditions of Contract
06. Financial terms and conditions
07. Billing Schedule
08. Technical Specifications and drawings
09. Any Other Documents
 - a. Integrity Pact.
 - b. List of Manpower to be deployed.
 - c. Designated Mining Area

5. The Contract shall be executed within the purview of the Indian Laws. In witness whereof the parties hereto have hereunder affixed their signatures at Ranchi, Jharkhand on the day, month and year written as above.

SIGNED, SEALED AND DELIVERED

Signed on behalf of the Contractor

Signed on behalf of the Employer

Designation

Designation
 Central Coalfields Limited
 Darbhanga House, Dist. :
 Ranchi(Jharkhand)

WITNESS - 1
 (Signature)
 (Name in Block Letters)
 Official Address:
 WITNESS - 2
 (Signature)
 (Name in Block Letters)
 Official Address:

WITNESS - 1
 (Signature)
 (Name in Block Letters)
 Official Address:
 WITNESS - 2
 (Signature)
 (Name in Block Letters)
 Official Address:

(The latest format may be used during signing in consultation with CCL)
[Instructions: Bidders are advised to upload/submit the Integrity Pact document duly signed, stamped and accepted on each page mentioning the Tender No. and date.]

**BANK GUARANTEE PROFORMA FOR PERFORMANCE
SECURITY/GUARANTEE**

*(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)
(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULEDBANK
AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)*

To:
Central Coalfields Limited,
Darbhanga House
Dist. : Ranchi(Jharkhand)
Pin-834029

Dear Sir,

In consideration of the Central Coalfields Limited, having its Registered office at Darbhanga House , Dist. Ranchi(Jharkhand)-Pin-834029 (hereinafter called to as the “Employer” which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to _____ [*Name & Address of the Contractor*] (hereinafter called to as “Contractor” which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work _____ [*Name of the Work*] by issue of Letter of Award No. _____ [*Work Order/Letter of Intent No.*] and the same having been unequivocally accepted by the Contractor resulting into a Contract Agreement dated _____ valued at _____ [*value of Work Order*] (hereinafter called ‘the Contract’) and the Employer having agreed to accept Performance Bank Guarantee of ___ [*indicate figure*] % of the Contract Sum _____ [*amount in figures and words*) from a Nationalized/Scheduled Bank for due performance of the work executed by the Contractor as per the terms & conditions contained in the said Contract.

We, _____ [*name of the Bank*], of _____ [*address of the Bank*](hereinafter called to as “Bank” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand and or, all money payable by the Contractor to the extent of _____ [*amount of guarantee in figures and words*], at any time from _____ to _____ without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrecoverable and shall continue to be enforceable as per the terms & conditions contained in the said Contract.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference

to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor's liabilities.

Dated this _____ day of _____ at _____

For and on behalf of the Bank.

Signature _____

Name _____

Designation _____

Common Seal of Bank _____

FORMAT FOR INTEGRITY PACT

INTEGRITY PACT

Between

Central Coalfields Limited (CCL) hereinafter referred to as “The Principal”,

And

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

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal:-

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

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the LPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

(3) The Principal shall not approach the court while representing the matters to the IEMs and the principal will wait the decision in the matter.

Section 2 - Commitments of the Bidder(s)/ Contractor(s) :-

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

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

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

(c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC / PC Act: further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/ Contractors (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex. - "A".

(e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an necessary to such offences.

(3) In case of sub-contracting , the principal contractor shall take the responsibility of the adoption of integrity pact by the sub-contractor.

(4) The bidder(s)/Contractor(s), shall not approach the court while representing the matters to the IEMs and he/she will wait the decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the procedure mentioned in the

"Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex - "B".

Section 4 - Compensation for Damages:

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression:

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Contractors / Sub-contractors

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

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

Section 8 - Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, CCL.

(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project. Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) Subcontractor(s) with confidentiality.

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

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

(6) The Monitor will submit a written report to the CMD, CCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise; submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the CCL Board.

(8) If the Monitor has reported to the CMD, CCL a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CMD, CCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9 - Pact Duration

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

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

Section 10 - Other Provisions

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

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal) (For & On behalf of Bidder/Contractor)

(Office Seal) (Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address)

.....

.....

.....

Witness 2:

(Name & Address)

.....

.....

.....

Names and addresses of the Independent External Monitors for operation of the Integrity Pact with CCL:

1.Sh. Chaman Kumar, IAS(Retd.)
Bungalow No.80
New Motibagh, New Delhi-110023

2.Sh. B.P Nilaratna, IAS(Retd.)
D-II/15,Pandara Road, New Delhi-110003

Annex – “A”

“Guidelines on Indian Agents of Foreign Suppliers”

The following documents are required to be submitted along with the quotation in case the offer by foreign principal involving Indian Agent.

i) Foreign Principal's Performa invoice or any other authentic documents indicating the commission payable to the Indian Agent, nature of after Sales Service to be rendered by the Indian Agent & precise relationship between the principal and agent and their mutual interest need to be stated/submitted.

ii) Copy of the agency agreement, if any, with the foreign principal stating the precise relationship between them and their mutual interest in the business need to be submitted.

iii) In case the items to be ordered fall under the restricted list of current Export Import Policy of Govt. of India, the enlistment of the Indian agent with Director General of Supplies & Disposal, New Delhi under Compulsory Registration Scheme of Ministry of Finance, need to be submitted.

Annex – “B”

“Guidelines on Banning of business dealings”

i) If the performance of any supplier is found to be unsatisfactory, or if the conduct of the supplier (firm) is under suspicion, or in the event of any breach of the conditions as stipulated in the general terms and conditions of the supply contract, committed by the supplier or a partner of the supplier, the competent authority (CMD of the Subsidiary Company/D(T), CIL as the case may be) may consider whether such default on the part of the supplier, consequence of breach of allegations are of a serious nature and whether pending full examination /investigation, it would be advisable to continue business dealing with the firm. If the competent authority decides that it would not be in the interest of the Company to continue such business, pending full investigation/examination, it may suspend business dealing with the firm. The order of suspension should specify whether all subsisting contracts/ supplies are suspended or whether the order relates to specific Contracts/supplies. The order of suspension would operate for a period of not more than six months unless withdrawn earlier. The competent authority of the Subsidiary Company/CIL may suspended the entire business dealings covered under the existing contract in whole or any part thereof any time by giving the supplier notice in writing of such effect and the anticipated duration of such suspension, as per the relevant clauses, sub clauses of the general terms & conditions of supply of stores of contract. The concerned department of subsidiary Company/CIL should ensure that the final examination/ investigation of the case is completed well within a period of six months or within the anticipated duration of suspension order notified to the supplier firm whichever is earlier.

ii) After full investigation of the matter is completed, the subsidiary company/CIL will take the following action:

(a) If the facts and evidence justify any penal action against the firm as detailed at point iv) below, such action should be taken.

(b) Otherwise, the suspension order should be revoked forthwith, under intimation to all concerned.

iii) For further actions the relevant stipulations contained in the relevant clauses of the General terms & conditions of supply of stores of the supply order/contract will prevail upon.

- i) Banning of Business- Banning of Business shall be considered in the following cases.
- a) If the Directors, Proprietors, Employees, Partners of any Representative of the firm is/are found guilty of offences involving any security consideration including loyalty to the State, in connection with business dealings with CIL or its Subsidiaries.
 - b) If the Director, Proprietor or Partner, Manager or any Representative of the firm is convicted by a court of law for offences in relation to its business dealing with any State Government/ Central Government or any Public Sector Undertaking.
 - c) If there are strong reasons to believe that the Director, Proprietor or Partner, Manager or any Representative of the firm has/have been guilty of malpractices such as bribery. Corruption, fraud, substitution of tenders, interpolation, etc.
 - d) Willful suppression of facts or furnishing or wrong information or manipulated or forged documents by the firm or using any other illegal/unfair means.
 - e) Drawing double payment or submitting invoice for double payment for the supply of same materials or carrying out the same job/work.
 - f) Supplying defective materials and failure to replace the defective materials even after reasonable extension is given to the firm for rectification/replacement of the defective materials or carrying out defective/poor quality job, not conforming to specifications of the contract and failure to rectify it within stipulated time.
 - g) Failure to pay legitimate dues to CIL/Subsidiary companies including dues arising out of Risk Purchase and when CIL and/or its subsidiary companies are satisfied that this is not due to any reasonable dispute which would attract proceedings in arbitration or a Court of Law.
 - h) Commission of economic offence like evasion of GST, customs Duty, or any other legitimate taxes, levies, duties etc. imposed by the Government or local authorities etc.
 - i) Continued and repeated failure to meet contractual obligations.
 - j) Revision of price and terms of offer within the validity period of the tender on a habitual basis, in order to undermine the decision making process.
 - k) Canvassing and lobbying to get undue favour from the company.
 - l) Formation of price cartels with other suppliers/contractors with a view to artificially hiking the prices.
 - m) Any misses, which may cause financial loss or commercial disadvantage to The Company.

Manufacturer's Authorization Form

To,

Central Coalfields Limited,
Darbhanga House
Dist. : Ranchi(Jharkhand)
Pin-834029

Dear Sir

Sub: Tender Id No. "2018 CCL 99371 1", NIT No.GM(EnM)/Tender/18/1012

WHEREAS we, [name of manufacturer] who are established and reputable manufacturers of [name and/or description of goods] having factories at [address (es) of factory (ies)] and as a matter of policy do not quote directly,

Do hereby authorize our agent [Name & Address of Indian Agent] to submit a bid and sign the Contract with you on our behalf against the above Tender.

We hereby accept to extend our full support and commitment for all the terms and conditions including guarantee and warranty as per the General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Technical Specifications, Sec-V for the Goods and Services offered for supply by the above firm on our behalf against this tender for the entire contract period as well as ensure supply of spares & consumables even beyond contract period as stipulated in the relevant clauses of the tendered document.

In the event of failure on the part of Indian Agent in fulfilment of contractual obligations or change in Indian agency for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support CCL as well as execute the remaining period of the contract ourselves or through another competent Indian Agent fulfilling the eligibility criteria stipulated in the tender document for Indian Agent.

(Signature)

(Name)

(Designation)

Signed for and on behalf of [Name of manufacturers].

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a competent person and having the Power of Attorney to bind the Manufacturer. **It should be sufficiently stamped as per the laws of India, if executed in India or if the authorisation is executed abroad, the same has to be got adjudicated under the Stamp Act at Kolkata and the power to get it adjudicated should be mentioned in/ conferred by the Manufacturer's Authorization Form and should be submitted by the Bidder along-with its bid.**

PROFORMA OF JOINT VENTURE /CONSORTIUM AGREEMENT

(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)

This Joint Venture /Consortium agreement is made on this.....day of.....

AMONGST/BETWEEN

M/s.....,having its registered Office at.....

Represented by Shri.....(Name and Designation) of M/s.....Who has power of Attorney to enter into Joint Venture /Consortium with.....and

Sign all documents/ agreements on behalf of M/s..... (hereinafter referred to as”.....”)

AND

M/s....., having its registered Office at.....

Represented by Shri.....(Name and Designation) of M/s.....who has power of Attorney to enter into Joint Venture /Consortium with.....and

Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as”.....”).

AND

M/s....., having its registered Office at.....

Represented by Shri.....(Name and Designation) of M/s.....who has power of Attorney to enter into Joint Venture /Consortium with.....and

Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as”.....”).

The expressions M/s.....and M/s.....and M/s.....Shall, wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “Joint Venture/ Consortium/ Parties” and individually as “Joint Venture/ Consortium Partner/ Party”.

WHEREAS M/s.....and M/s.....and M/sagreed to form a Joint Venture /Consortium in order to join their forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the Bid for the work of“

..... (hereinafter referred to as “Project”) under.....(Name of Company)(hereinafter referred to as“ the principle Employer”).

The Parties hereby enter into this Joint Venture /Consortium Agreement (hereinafter referred to as“ Joint Venture/ Consortium Agreement”) to jointly prepare and submit the Bid for the Project and in the event of securing the Project from the Employer, to execute the Project in accordance with the Contract terms and conditions, to the satisfaction of the Principal Employer.

NOW THEREFORE, the parties, in consideration of the mutual premises contained herein, agree as follows:

1) FORMATION AND TERMINATION OF THE JOINT VENTURE/CONSORTIUM.

The parties under this Agreement have decided to form a Joint Venture /Consortium to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

- a) The name and style of the Joint Venture /Consortium shall be“.....”(hereinafter called the “Joint Venture/Consortium”
- b) The Head Office of the Joint Venture /Consortium shall be located at..... and the site office will be located at the site of the Project. All communication regarding the project will be made to..... Telephone Nos.....
- c) None of the parties of the Joint Venture /Consortium shall be allowed to assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture /Consortium to any party including the existing partner of the Joint Venture/Consortium.
- d) The term of the Joint Venture /Consortium shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.

- i) The Joint Venture /Consortium fails to obtain qualification from the Employer.
- ii) The Contract for the Project is not awarded to the Joint Venture/Consortium.
- iii) The Employer cancels the Project
- iv) Either Party commits material breach of this Agreement and fails to cure such breach with in the period designated by the non-defaulting Party
- v) Both parties agree to terminate this Agreement in writing.
- vi) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture /Consortium Agreement.

2) LEADPARTNER.

M/s.....shall be the Lead Partner of the Joint Venture/ Consortium and is responsible for performing a key function in contract management. M/s..... shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture/ Consortium and also all the partners of the Joint Venture/Consortium shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer in accordance with the power of attorney annexed. All Joint Venture /Consortium partners M/s..... & M/s..... nominate and authorize Shri..... (name and designation) of M/s..... to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture/Consortium.

3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE/CONSORTIUM.

Each constituent party of the Joint Venture/ Consortium appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned company.

<u>JV / CONSORTIUM Partner</u>	<u>Name Position in the respective Company</u>
--------------------------------	--

M/s.....

M/s.....

M/s.....

4) PARTICIPATION SHARE & WORKRESPONSIBILITIES.

4.1 The parties agree that their respective participation share(hereinafter called,

Participation Share”)in the Joint Venture /Consortium shall be as follows:

M/s..... :% (.....percent)
M/s..... :% (.....per cent)
and M/s..... :% (.....percent)

- 4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project in proportion to their share of participation in the Joint Venture /Consortium except as otherwise agreed.
- 4.3 The parties shall jointly execute the works under the Project as an integrated entity and allocate responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the Project. However all parties shall remain jointly and severally responsible for the satisfactory execution of the Project in accordance with the Contract terms and conditions.
- 5) **JOINT AND SEVERAL LIABILITIES** :All partner of Joint Venture /Consortium shall be liable jointly and severally during the Pre-qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.
- 6) **WORKING CAPITAL** :Each party shall contribute working capital for equipment, labour and material or any expenses incurred for execution of the Project or any other investment required in connection with the execution of the project proportionate to the participation ratio.
- 7) **BID SECURITY**: Bid Security, Performance Security and other securities shall be paid by the Joint Venture/ Consortium except as otherwise agreed.
- 8) **PERSONNEL & EQUIPMENT**: Team of Managers / Engineers of all the partners of the Joint Venture /Consortium will form part of the core management structure and assist in execution of the project. The list of Personnel and equipment proposed to be engaged for the project by each Party will be decided by the management committee.
- 9) **NON PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE/CONSORTIUM.**
- a) As between themselves, each Party shall be fully responsible for the fulfilment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfilment of such obligations.
- b) If any Party fails to perform its obligations described in this Agreement during the

- execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.
- c) Stepping into the shoes of the existing partner of Joint Venture /Consortium with all the liabilities of the existing partner from the beginning of the contract with the prior approval of company.
 - d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture/Consortium partners, Joint Venture /Consortium shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
 - e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture /Consortium and not to the individual partners.
- 10) **BANK A/C:** Separate Bank A/c. Shall be opened in the name of the Joint Venture/ Consortium in a scheduled or Nationalized Bank in India as per mutual Agreement and all payments due to the Joint Venture/Consortium shall be received only in that account, which shall be operated jointly by the representative of the Parties hereto. The financial obligations of the Joint Venture /Consortium shall be discharged through the said Joint Venture /Consortium Bank Account only and also all the payments received or paid by company to the Joint Venture /Consortium shall be through that account alone.
- 11) **LIMIT OF JOINT VENTURE /CONSORTIUM ACTIVITIES:** The Joint Venture /Consortium activities are limited to the bidding and in case of award, to the performance of the Contract for the Project according to the conditions of the Contract with the Employer.
- 12) **TAXES :** Each Party shall be responsible for its own taxes, duties and other levies to be imposed on each party in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture /Consortium in connection with the Project shall be paid from the account of the Joint Venture/Consortium.
- 13) **EXCLUSIVITY:** The Parties hereto agree and undertake that they shall not directly or indirectly either individually or with other party or parties take part in the Bid for the said Project. Each Party further guarantee to the other party here to that this undertaking shall also apply to its subsidiaries and companies under its direct or indirect control.
- 14) **MISCELLANEOUS:**
- (a) Neither party of the Joint Venture/ Consortium shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture /Consortium to a third party without the Agreement of the other parties in writing and also without the permission of the Employer.
 - (b) Subject to the above clause, the terms and conditions of this agreement shall be binding up on the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.
- 15) **APPLICABLE LAW:** This agreement shall be interpreted under laws and regulations of India.

IN WITNESS Whereof the Parties hereto have here under set their respective hands and seals the day, month, year first above written.

For For..... For.....

Signature..... Signature..... Signature.....
(Name &Address) (Name& Address) (Name& Address)

.....

(Official Seal) (Official Seal) (Official Seal)

Place..... Place..... Place.....

Date..... Date..... Date.....

Witness Witness Witness
Signature..... Signature..... Signature.....

(Name &Address) (Name& Address) (Name& Address)

DGMS (Tech.) (S&T) Circular No.06 of 2016 Dhanbad, dated 08/04/2016

To
All Owners, Agents and Managers of Coal Mines

SUBJECT: STANDARDS OF ILLUMINATION IN OPENCAST COAL MINES

Sir,

Abbreviations - DGMS: Directorate General of Mines Safety; S&T Division:

Science & Technology Division; DDG(HQ): Deputy Director General (Head Quarter); CIL: Coal India Limited; SCCL: Singareni Collieries Company Limited; CIMFR: Central Institute of Mining and Fuel Research; ISM: Indian School of Mines; lux: SI unit of illuminance and luminous emittance, measuring number of lumens per square metre; H: Horizontal illuminance, the measure of illuminance taken through a light meter's sensor at a horizontal position on a horizontal surface ; V: Vertical illuminance, the measure of illuminance taken through a light meter's sensor at a vertical position on a vertical surface.

Proper illumination is desirable and can be an effective aid to tackle hazards in coal mines. Existing illumination standards are several decades old, necessitating a comprehensive review in the backdrop of recent developments in mine technology and lighting.

For appraisal of present status of illumination in coal and metalliferous mines, and formulation of draft revised standards thereof, a project was undertaken by Science & Technology Division of DGMS. As a part of the project, illumination surveys were carried out in coal and metalliferous mines. Based on the inputs derived from illumination surveys and also from international best practices, a draft illumination standard for opencast coal mines was prepared.

A meeting was convened on 17.02.2016 at DGMS, Dhanbad, under the chairmanship of Shri P. Ranganatheswar, DDG(HQ), with a view to review and finalize the standard of lighting to be provided in the specified areas or places of opencast coal mines, earlier stipulated and specified vide Govt. Notification No. GSR-804, dated 18.06.1975, published in the Gazette of India, dated 28.06.1975, Part-III Section 3(i), also reproduced by the DGMS Circular (Legis.) No. 1/1976 under Regulation 154(2) of the Coal Mines

Regulations, 1957, in which twenty-four officials from different stake holders, like DGMS, CIL, SCCL, ISM and CIMFR participated.

After detail discussions and deliberations, the minimum illumination levels to be provided at different places of working in opencast coal mines along with general guidelines for mine lighting were suggested and finalized by the participating members, which are detailed below:

STANDARDS OF ILLUMINATION IN OPENCAST COAL MINES

Serial No.	Places to be illuminated	Minimum standards of illumination to be provided (in lux)
1	Work place of Heavy Machinery	15 H, 25 V (so as to cover depth and height through which the machine operates).
2	Drilling operations	
	(i) Area where drilling rig works	25 V (so as to illuminate full height of the drilling rig)
	(ii) Area where drill, holes exists	15 H
3	Places where manual work is done	15 H, 25 V
4	Places where loading, unloading or transfer, loading of dumpers, trucks or train is carried on (including OB Dump and Coal Stack Yard)	15 H, 15 V
5	Operators cabins of machines or mechanisms	50 H at all places of operation
6	Haul roads for Trucks and Dumpers	10 H
7	Rail haulage track in the pit	10 H
8	Roadways and foot paths from bench to bench	10 H
9	Permanent paths for use of persons employed etc.	10 H
10	In-pit Crusher/Feeder Breaker	40 H
11	Hand Picking Points	50 H
12	Conveyers	
	(a) Transfer points and drive/tail end area	40 H
	(b) Along conveyor	20 H
13	Coal Handling Plant	
	(a) Places of crushing, screening, segregation and loading/ unloading	40 H
	(b) Operation points	50 H
	(c) Other places (in general)	20 H
14	Pumping Station	40 H
15	(i) Electrical Sub-station	100H, 50 V
	(ii) Other places of operation of electrical apparatus / equipment	20 H, 20 V
16	First Aid station	50 H
17	Rest shelter	30 H
18	Workshop	100 H, 50 V
19	Parking Yard	50 H
20	General working areas as determined by the Manager in writing	10 H at the level of surface to be illuminated

GUIDELINES FOR MINE ILLUMINATION

1. The mine lighting should be designed and installed with proper lamps and fixtures in regard to height, orientation, spacing and reflectors or other accessories, so as to secure a uniform distribution of light on the work area for visual comfort and avoiding objectionable shadows, sharp contrasts of intensity, glare, light clutter (excessive groupings of light) and light pollution to prevent strain on the eyes of the workmen, work fatigue and medically defined stress.
2. Portable lighting shall be provided at places, where the permanent/fixed lighting is not possible.
3. At strategic locations like electric substation, and any other places as determined by the Manager, emergency lighting arrangement by separate source shall also be provided.
4. In case of haul roads, orientation of light fittings should be kept so adjusted as to have emittance of light across the road and not along the road. Where the width of haul roads is more, the lighting arrangements shall be provided either by rows of lights erected on both sides of the road or by a centrally erected row, so as to maintain illumination as per standard.
5. Lighting arrangement at working places of heavy machineries, dump/stack yard and other loading/unloading areas shall be such that the formation of dark zone is avoided.
6. Considering high mobility of hydraulic excavators, the faces/benches worked by such machineries shall, as far as practicable, be illuminated by light source of matching mobility so as to avoid chances of lag for want of shifting.
7. Dump/stack yards shall be illuminated by suitable numbers of high mast towers/light source. It shall also be ensured that adequate light reaches up to edges of the active dump.
8. For better implementation of these standards, the manager of every mine shall formulate a detailed written "Illumination Scheme", which may include an "Illumination Plan" and duties and responsibilities of key officials for the purpose.
9. In respect of any particular place or operation in a mine, where due to existence of some special conditions the manager is of the opinion that compliance as per stipulated minimum standard is not reasonably practicable, he may provide illumination in variance thereof, if he has indicated the modified minimum illumination to be provided for such place or operation, as the case may be, in the "Illumination Scheme" with proper justification for the same and submitted a copy thereof to the Regional Inspector.

10. ILLUMINATION SURVEY:

- (i) The manager of every mine shall arrange to conduct Lighting Survey once at least in every month to ensure adequacy of illumination.
- (ii) While making such survey, the measurement of lighting shall also be taken at the point farthest from the source of light lying within the limit of the work place or in haul road or travelling or haulage roadway, as the case may be.
- (iii) A record of every such survey shall be maintained and signed by the competent person making the survey and countersigned and dated by the manager.

11. ILLUMINATION PLAN:

- (i) The manager of every mine shall ensure that an Illumination Plan, indicating the location of places, type of illuminating devices, fixtures, lamps, supports, any other devices for illumination and showing required as well as measured value of light at various places to

be illuminated, is maintained. Where any area of the mine is not in use or not needed to be lighted, the same shall be clearly marked and demarcated on the plan with reasons to be recorded. The plan shall be kept signed and dated by the surveyor and the official authorized for maintaining the lighting standard and countersigned and dated by the manager.

- (ii) The Illumination Plan shall be brought up to date in every month based on the monthly illumination survey and considering the current status of workings.

This circular supersedes the DGMS Circular (Legis.) No. 1/1976. Action is also being taken to forward a copy of this revised standard for notification in the Gazette of India.

All Owners, Agents and Managers of coal mines are advised to ensure strict compliance with this circular.

(Rahul Guha)
Director General of Mines Safety

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BILL OF QUANTITY

NUMBER #	TEXT #	TEXT #	NUMBER	TEXT #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Total quoted Package	Shifting Cost after ITC Credit	NPV of Total cash outflow for Operation & maintenance services cost for 3 APPs after considering ITC	NPV of Total cash outflow for maintenance spares and consumable cost for 9 APPs after considering ITC	Total quoted Amount for supply part after considering ITC for deciding L1 in INR	Total quoted Amount for supply part after considering ITC for deciding L1 in USD	Total quoted Amount for supply part after considering ITC for deciding L1 in INR
1	Setting up of 1.0 MTY x 7 nos., 400 TPH(Rated) and 2 MTY x 7 Nos., 500 TPH rated, semi-mobile /skid mounted crushing/sizing/breaking units for input ROM coal size to output size (-) 100 mm in three dimensions at different areas/project of CCL				13	14	15	16	17	53	54
1.01	Design, supply, commissioning, testing along with comprehensive annual maintenance, operation and supply of all spares, consumables manpower etc for nine years for 1 MTY (400 TPH rated) semi-mobile /skid mounted crushing/sizing/breaking units	Item1	1.0000	Nos		₹ 0.00	₹ 0.00	₹ 0.00	₹ 0.00	\$0.00	₹ 0.00
1.02	Design, supply, commissioning, testing along with comprehensive annual maintenance, operation and supply of all spares, consumables manpower etc for nine years for 2 MTY (500 TPH rated) semi-mobile /skid mounted crushing/sizing/breaking units	Item2	1.0000	Nos		₹ 0.00	₹ 0.00	₹ 0.00	₹ 0.00	\$0.00	₹ 0.00