



CENTRAL COALFIELDS LIMITED

A Mini Ratna Company

INTERNATIONAL COMPETITIVE BIDDING

INTEGRATED BID DOCUMENT

FOR

**SETTING UP OF NEW KATHARA COKING COAL WASHERY
OF CAPACITY 3.0 MTPA, CCL**

ON

BUILD-OWN-OPERATE (BOO) BASIS

MARCH 2018



CENTRAL COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
Darbhanga House, Ranchi – 834029
Jharkhand (INDIA)

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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 “Setting up of New Kathara Coking Coal Washery of capacity 3.0 Mtpa on Build-Own-Operate (BOO) concept in CCL.

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.

Neither CCL nor its employees or its consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in the Bid Document, any matter deemed to form part of the Bid Document, the award for setting up, operation & maintenance of Coal Washery and any other information supplied by or on behalf of CCL or its employees, any of its consultants or otherwise arising in any way from the selection process for execution of the subject work of the Coal Washery on BOO concept. The Bidder shall bear all costs associated with preparation and submission of his/ their Offer and CCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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 Washery on BOO

concept 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 on e-procurement portal under the link "Clarification" within the period as specified under clause No. 2.0 of detailed e-tender notice. If no intimation is received within the period as specified under clause No. 2.0 of detailed e-tender notice, then this office shall consider that the Bid Document uploaded by the Coal company is complete in all respects and that the Bidder is satisfied that the Bid Document is complete in all respects.

LIST OF ABBREVIATIONS

adb	Air Dried Basis
apb	As Produced Basis
arb	As Received Basis
ASQ	Agreed Scheduled Quantity
BG	Bank Guarantee
BOO	Build-Own-Operate
BS	Bid Security
CCL	Central Coalfields Limited
CIL	Coal India Limited
CMPDI	Central Mine Planning & Design Institute Limited
Coal Co.	CIL / Subsidiary Company
CTC	Cost to Company
EIC	Engineer-in-Charge
EMD	Earnest Money Deposit
EMP	Environmental Management Plan
FC	Foreign Currency
FQ	Financial Qualification
FQR	Financial Qualification Requirement
FS	Financial Security
FSA	Fuel Supply Agreement
GCV	Gross Calorific Value
GST	Goods and Services Tax
ICB	International Competitive Bidding
INR	Indian National Rupee
JV	Joint Venture
LD	Liquidated Damages
LM	Lead Member
LoI	Letter of Intimation
LoA	Letter of Acceptance/ Letter of Award
mm	Millimetre
MoU/ MOU	Memorandum of Understanding
MSQ	Monthly Scheduled Quantity

Mtpa	Million tonne per annum
NIT	Notice Inviting Tender
OE	Organic Efficiency
O&M	Operation and Maintenance
PGT	Performance Guarantee Test
QR	Qualifying Requirements
RFP	Request for Proposal
RFQ	Request for Qualification
SD	Security Deposit
SEB	State Electricity Board
TCB	Techno Commercial Bid
TDS	Tax Deducted at Source
tph	tonnes per hour
TQ	Technical Qualification
UHV	Useful Heat Value
USD	US Dollar
VM	Volatile Matter
WO	Washery Operator

DEFINITIONS

‘Accepting authority’ shall mean the management of CCL or their authorized representative.

The **‘Agreement’** shall mean the document envisaging the agreement entered into between the Company & the Selected Bidder for setting up of washery as well as operation & maintenance of the washery on BOO concept.

‘Approved’ shall mean approved in writing.

‘Associate’/ ‘Consortium’ shall mean a proprietary concern/ partnership firm/ body corporate/ Company registered under the Companies Act 2013 or any previous Company Law/Act as applicable in India/ Joint Venture or equivalent in case of Foreign Bidders who forms consortium in such a way that the consortium collectively possess both the Technical Qualification (TQ) of set up as well as operation of Coal Washery/ Mineral Beneficiation Plant & Financial Qualification (FQ). Associate individually may or may not possess any of the TQ but must have minimum 26% equity in the subject project.

‘Authorised Signatory’ shall refer to the person/ persons and organization who have been so authorised by the Bidder/ Associate to represent them in respect of the Offer submitted.

‘Bank Guarantee’ shall mean the Bank Guarantee to be provided by the Bank on behalf of bidder to the Company.

‘Base Date for set up’ shall mean the actual date of signing of Agreement or handing over of site whichever is later.

‘Base Date for operation’ shall mean the actual date on which plant commences its commercial operation and the same will be considered as a reference date for determining the period to be considered for payment of washing charges.

'Base Price'/ 'Washing Charges' shall mean the washing charges per tonne of raw coal ('dry') processed excluding taxes & duties.

'Beneficiation/ Washing' shall mean improvement created by scientific treatment (through wet processes) on coal without destruction of its physical identity for the desired end use.

'Beneficiation plant/ Washing plant/ Coal washery/ Washery/ Plant' shall mean the plant where improvement is created by scientific treatment (through wet processes) on coal without destruction of physical identity for the desired end use.

'Bidder' shall mean a proprietary concern/ partnership firm/ body corporate/ Company registered under the Companies Act 2013 or any previous Company Law/Act as applicable in India/ Joint Venture or equivalent in case of Foreign Bidders who has submitted the Offer. In case of Associate/ Consortium Route, Lead Member of Consortium will be termed as 'Bidder'.

'Bidding' shall mean participation in the bidding process may be done either as a Sole Bidder in case of Sole Bidder Route or as a Lead Member in case of Associate/ Consortium Route for setting up and operation & maintenance of Coal Washery on BOO concept.

'Bid Document/ Integrated Bid Document' shall normally mean the combined RFQ & RFP document (including Technical, Commercial & Price Offer etc.) uploaded by CCL.

'Bid for Qualification' shall mean the proposal submitted by the Bidder in response to Qualification part of the Integrated Bid document.

'Bid for Proposal' shall mean the proposal submitted by the Bidder in response to the RFP part of Integrated Bid document.

‘Build-Own-Operate (BOO)’ refers to the concept in which the ownership (financing) of plant, setting up as well as operation & maintenance of plant during the entire contract period shall lie with the Washery Operator (WO). CCL shall pay the agreed washing/processing charges to the WO.

Ownership of the land (provided by Coal Co.), raw coal & its products will remain with Coal Co.

‘Coal Co.’ means Coal India Limited and/ or its Subsidiary Companies (in the present document it is CCL) and its successors-in-interest and assigns.

‘Codes’ shall mean the following, including the latest amendments, and/ or replacements, if any:

- (a) Standards/ Publications of Bureau of Indian Standards (BIS) relevant to the works under the contract and their specifications.
- (b) Other Internationally approved Standards and/ or rules and regulations touching the subject matter of the contract, such as:
 - (i) ASME Test codes.
 - (ii) AIEE Test codes.
 - (iii) American Society of Materials Testing Codes.
 - (iv) Indian Electricity Act and Rules and Regulations made thereunder.
 - (v) Indian Explosive Act and Rules and Regulations made thereunder.
 - (vi) Indian Petroleum Act and Rules and Regulations made thereunder.
 - (vii) Indian Mines Act and Rules and Regulations made thereunder.
 - (viii) Other Rules & Regulations related to the washery environment etc.
- (c) E-procurement Manual of CIL
- (d) Any other acts, laws, rules, regulations, acts and guidelines applicable in India with respect to factory, labour, safety, compensation, insurance etc. which directly or indirectly affects or governs this subject work.

'Commercial Operation' shall mean the operation & maintenance of plant in which the complete equipment covered under the contract is officially declared by the WO to be available for continuous operation after successful PGT and acceptance of the same by CCL.

'Commissioning of the Washery' shall mean completion in all respect of construction of the washery and successful Performance Guarantee Test and rendering the washery ready for commercial operation.

'Company' wherever occurs means Central Coalfields Limited (CCL) and/ or its assigns unless it is repugnant to the context or meaning thereof.

'Contract' shall mean the formal agreement executed between CCL and the Selected Bidder for setting up of the washery, operation & maintenance on BOO concept.

'Contract period' shall mean the construction period of 18 months from the date of signing of contract or handing over of site whichever is later plus the period of eighteen (18) years from the date of commercial operation by the Washery Operator or thereafter extended period on mutually agreed terms and conditions.

'Cost to Company' shall mean the "Total Value (i.e. Base price + taxes and duties) quoted by the bidder" excluding "CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit".

'Date of Contract coming into force'/ 'Effective Date of Contract' shall mean the date on which contract is signed between the Company and the Bidder for the subject work.

'Datum Line' shall mean the last day of the scheduled month of expiry of completion period (i.e. 18 months) from the date of signing of Agreement or handing over of site whichever is later.

'Day' shall mean a period of 24 hours from midnight to midnight.

‘Engineer’ wherever occurs, means the authorised representative or any other officer, specially deputed by the Company for the purpose of contract and to assist the Engineer-in-Charge.

‘Engineer-in-Charge (EIC)/ Designated Officer-in-charge’ shall mean a person of appropriate seniority who will be responsible for supervising and administering the contract, certifying payment due to the WO, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in-Charge (EIC)/ Designated Officer-in-Charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the WO who is directly responsible for execution at the site. However, overall responsibility, as far as the contract is concerned during the entire contract period will be that of the Engineer-in-Charge (EIC)/ Designated Officer-in-Charge.

‘Government Approvals’ shall mean all permits, licenses, authorizations, consents, clearances, decrees, waivers, privileges, approvals from and filing with government instrumentalities necessary for the development, construction and operation of the plant/ project.

‘Inspector’ shall mean any person nominated by the Company from time to time to inspect the equipment, stores or works under the contract and/ or the duly authorised representative of the Company.

‘Lead Member’ (LM) shall mean the Bidder who has been identified by the Associate members through MoU in case of Consortium/ Associate Route. The LM shall continue to perform the obligations towards the subject work for the entire contract period having maximum no. of consortium partners upto three (including LM). In case of Associate/ Consortium Route, Lead Member of Consortium will be termed as ‘Bidder’. The Lead Member may or may not have any Technical Qualification (TQ) but the Lead Member himself has to fulfil the Financial Qualification (FQ) of the Bid.

‘Letter of Acceptance’/ ‘Letter of Award’ (LoA) of the Offer shall mean the official communication issued by the Company notifying the Preferred Bidder about acceptance of its offer & inviting for signing of Contract.

‘Letter of Intimation’ (LoI) of the Bid shall mean the official communication issued by the Owner notifying the L1 Bidder about acceptance of its Bid & further necessary assistance to Owner.

‘Month’ shall mean a calendar month according to the Gregorian calendar.

‘Offer’ shall mean the proposal of the Bidder submitted in response to the integrated Bid Document uploaded by CCL and subsequent clarifications, if any.

‘Performance Guarantee Tests (PGT)’ shall mean all operational checks and tests which are required to determine and demonstrate capacity, efficiency, quality parameters and operating characteristics as specified in the Bid Document.

‘Preferred Bidder’ shall mean the eligible Bidder invited by CCL for entering into contract for execution of the subject work on BOO concept.

‘Price Offer’ shall mean the part of the offer submitted by the Bidder giving details of the price part i.e. washing charge, relevant taxes & duties etc.

‘Project’ shall mean the coal washery including any and all infrastructure facilities proposed to be put up for setting up of Coal Washery on BOO concept.

‘Rejects’ shall mean the by-product produced during beneficiation process of the washery having ash as high as possible.

‘Selected Bidder’/ ‘Successful Bidder’ shall mean the Preferred Bidder that has finally entered into the contract with CCL for execution of the subject work of Coal washery on BOO concept.

‘Set up’ shall mean execution of Coal washery from concept to commissioning which inter-alia includes planning, design & engineering, selection of necessary equipment & machineries, procurement, delivery, erection/ installation, testing, successful commissioning of coal washery plant including PGT and all allied activities.

‘Set up period’ shall mean a period of 18 months and any extension thereof required for set up of the washery up to successful commissioning including Performance Guarantee Tests (PGT) after signing of the Contract or handing over of site whichever is later.

‘Site’ shall mean the place of the contract work including land and any building and erections thereon as specified by the Coal Co. and any other land allotted by the Company for Bidder’s use in the execution/ performance of the contract.

‘Specification’ shall mean the technical specifications forming a part of the contract and such other schedules and drawings as may be mutually agreed upon.

‘Subject Work’ shall mean entire scope related to ‘setting up of washery’ as well as its ‘operation & maintenance’ on BOO concept.

‘Techno-commercial Offer’ shall mean the proposal submitted by the Bidder in response to the technical and commercial part of the bid document, except the Price Offer.

‘Temporary Works’ shall mean all temporary works of every kind required in or for the execution, completion or maintenance of the works.

‘Washed / Clean Coal’ shall mean the final product of Washery which satisfies the quality parameters laid down in the Bid Document/ Contract Document.

‘Washed coal (power)’ shall mean the product (other than washed/ clean coal & rejects, having ash% more than washed/ clean coal but less than rejects) of Washery which satisfies the quality parameters laid down in the Bid Document/ Contract Document

‘Washery Operator’ (WO) wherever occurs means the Selected Bidder and shall include legal representative of such individual or persons comprising a firm or an entity or the successors-in-interest and permitted assignees of such individual, firm, entity as the case may be.

‘Written notice’ shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/ Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

Note

- i) When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the Engineer/ Engineer-in-Charge (EIC).
- ii) Terms and expressions not defined herein shall have the same meaning as are assigned to them in the “GST Act”, failing that in the “Indian Contract Act”, and failing that in the “General Clauses Act”.
- iii) Words importing **‘singular’** only shall also include the **plural** and vice-versa where the context so requires. Similarly the words with ‘masculine’ meaning shall also refer ‘feminine’ meaning as per the requirement/ suitability of the text.

DETAILED E-TENDER NOTICE



**Central
Coalfields
Limited**

(A Subsidiary of Coal India Limited)

A Mini Ratna Company

(Under Jurisdiction of Ranchi Court only)

Central Coalfields Limited

(A Subsidiary of Coal India Limited)

Office of The General Manager(Washery
Construction) P.O. – Darbhanga House
Dist – Ranchi – 834029(Jharkhand)

e-Mail: gmws.ccl@coalindia.in

Fax. No.: 0651-2360114

Web Site <https://ccl.gov.in>

www.coalindiatenders.nic.in

www.eprocure.gov.in;

E-Tender Notice No.:

Dated

1.0 Bid/ Offers are invited on-line on the website <https://coalindiatenders.nic.in> from the bidders enrolled on this site with Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India which can be traced up to the chain of trust to the Root Certificate of CCA, for the following work:

Description of Works	BID SECURITY/ EMD	Schedule (7122 days as per 18 months + 18 yrs)	
		Construction	Operation & Maintenance
<p>Setting up of New Kathara washery (3.0 Mtpa) at Kathara area, CCL on BOO Concept.</p> <p>a. Scope of Work: The work consists of Planning, Design & Engineering, Selection of necessary equipment and machinery, procurement, delivery, erection/ installation along with all associated civil & structural works, testing, successful commissioning of coal washing plant and all allied activities as well as its subsequent operation & maintenance to produce washed/clean coal and washed coal (power) of requisite quality & quantity; their storage at washery site and delivering the same at their designated delivery places (loading into Railway wagons); construction of Rapid Loading System & Silos, conveying of washery rejects to identified reject-storage site on “Build-Own-Operate (BOO)” concept.</p> <p>b. Throughput Capacity: 3.0 Mtpa raw coal (as received basis).</p>	<p>₹ 50,00,000 (INR Fifty Lakhs)</p>	<p>18 months (including trial-run and Commissioning of washery) from the date of signing of Agreement or handing over the site whichever is later.</p>	<p>18 (eighteen) years</p>
<p>a. Location: Located in the existing Kathara washery premises, CCL, Kathara area, Distt. : Bokaro</p>			

Tender notice will also be available on CPP Portal www.eprocure.gov.in.

2.0 TIME SCHEDULE OF TENDER

Sl. No	Particulars	Date	Time
a.	Tender e-Publication date	As given on the website https://coalindiatenders.nic.in	
b.	Start date for Document download		
c.	Last date for Document download		
d.	Start date for seeking Clarification on-line by bidder		
e.	Last date for seeking Clarification on-line by bidder		
f.	Last date for replies to Clarifications sought by bidders (within 10 working days from Sl.No. (e) above)		
g.	Date of Pre-bid Meeting		
h.	Start date for Bid/ Offer Submission		
i.	Last date for Bid/Offer submission		
j.	Bid/ Offer Opening date (Cover-1 & Cover-2)		
k.	Start of Reverse Auction (same as date of bid opening, time to be notified at portal)		

3.0 DEPOSIT OF BID SECURITY/ EMD

The bidders have to make payment of BID SECURITY/EMD either through Axis Bank Payment Gateway or by Net-banking or through NEFT/RTGS from any scheduled Bank. In case of payment through Net-banking, the money will be immediately transferred to CCL's designated Account. In case of payment through NEFT/RTGS, the bidder will have to make payment as per the Challan generated by system on e-Procurement portal. Bidder will be allowed by the system to submit the bid only when the EMD is successfully received in CCL's bank account and the information flows from Bank's Server to e-Procurement portal.

4.0 SECURITY DEPOSIT

Refer Clause No. 4.6 of Section 4 of this document.

5.0 PRE-BID MEETING

The pre-bid meeting shall be held in the office of General Manager (Washery), CCL on the scheduled date & time, as specified in the bid document. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter related to bid document that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The minutes of the Pre-Bid meeting shall be uploaded on the portal which can be viewed by all interested bidders. Representatives of bidder(s) only can attend the Pre-Bid meeting.

6.0 SEEKING ON-LINE CLARIFICATION BY PROSPECTIVE BIDDER

The prospective bidders may seek clarification on-line 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.

7.0 AMENDMENT IN BID DOCUMENT

Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.

Any addendum/Corrigendum/date extension, etc. in respect of this tender shall be part of bid document and issued on our website <https://coalindiatenders.nic.in> only. No separate

notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 15.1 of this Detailed e-Tender notice.

8.0 ON-LINE BID SUBMISSION USER PORTAL AGREEMENT

The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of bid document, undertakings and the e-Procurement system through <https://coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement. However, tender notice will also be accessed through websites such as www.eprocure.gov.in.

9.0 ELIGIBLE BIDDERS

9.1 Any bidder enrolled in the site <https://coalindiatenders.nic.in> having 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 subject to his qualification as per Clause no. 10.0 of this detail e-tender notice. The bidder may be a proprietary concern/ partnership firm/ body corporate/ Company registered under the Companies Act 2013 or any previous Company Law/Act as applicable in India/ Joint Venture or equivalent in case of Foreign Bidders. In case of Joint Venture (JV) or consortium unless otherwise specified, all the partners shall be jointly and severally liable.

All Indian bidders should be registered under GST and should possess GST Registration Certificate (with GSTIN).

9.1.1 Participation of Joint Venture company

A Joint Venture Company may participate in the bidding process either as a sole bidder or as a member of consortium. Each member/ entity of the Joint Venture Company shall be responsible jointly & severally for completing the task as per the bid.

Joint Venture Company shall comply the following:

- a) Documentary evidence (Certificate of Incorporation; Certificate of Registration; Memorandum & Article of Association etc.) w.r.t. formation of the joint venture company must be furnished with the offer.
- b) The offer shall include all the information regarding capability, experience as required for a bidder for each entity in Exhibit 1. For the purpose of eligibility criteria, collective credentials of the members of a Joint Venture Company will also be considered.
- c) An entity can be a member in only one Joint Venture Company. In case, same entity submits offer as a member of other Joint Venture Company for the same project then offers submitted by all such joint venture companies shall be rejected.
- d) Separate offer by an entity of a Joint Venture Company shall not be accepted.
- e) In case, JV Company submitting its Offer on the financial strength and/ or technical competence of its holding company/ JV Partner(s), it has to obtain and produce a letter of undertaking in Exhibit 6 to the effect that in case of any untoward happening towards the successful execution of the contract and/ or event occurring that are distinct and different from the stipulated terms & conditions of the bid document and attributable to

bidders, its holding company/ JV Partner(s) shall be legally bound both jointly and severally to this Contract for discharging all the contractual obligations on behalf of bidder.

9.1.2 Participation of Subsidiary Company

In case, the Bidder is subsidiary/ entity(ies) of a parent company and consolidated financial report is prepared by the parent company showing information/ net-worth of subsidiary/ entity(ies) separately, the same in respect of the subsidiary/ entity(ies) shall also be considered to meet the eligibility criteria. In such case, copy of a letter from the parent company to that effect shall be submitted as Exhibit 5.

In case, the Bidder/ Consortium partner(s) being a subsidiary company submitting its Offer on the financial strength and/ or technical competence of its holding company, it has to obtain and produce a letter of undertaking in Exhibit 6 to the effect that in case of any untoward happening towards the successful execution of the contract and/ or event occurring that are distinct and different from the stipulated terms & conditions of the bid document and attributable to bidders/ consortium partner(s), its holding company shall be legally bound both jointly and severally to this contract for discharging all the contractual obligations on behalf of bidder/ consortium partner(s).

9.2 Route of Bidding

9.2.1 Sole Bidder Route

In this route, both the Technical & Financial qualification parameters as stated in Cl. No. 10.2.1 & 10.2.2 shall be complied by the Sole Bidder itself. The bidder shall be solely responsible for completing the task as per the Contract/ Bid document.

9.2.2 Associate/ Consortium Route

In case of Associate/ Consortium Route, one of the Consortium partner shall be designated as Lead Member. In this route, two or more (maximum three including Lead member) entities may jointly participate in the bidding process including the Lead Member. Each entity shall be jointly and severally responsible for completing the task as per the contract. The consortium shall comply the requirements given hereafter.

In case of consortium, for qualifying as the member of consortium, each partner in the consortium shall contribute atleast 26% of the total equity in the project. The Lead Member shall meet the financial qualification & shall have to continue for entire Contract period

The consortium partners shall collectively meet both the technical & financial requirement.

The Lead Member shall be authorised to incur liabilities and receive instructions for and on behalf of any and all entities of the consortium and the entire execution of the Contract including payment and this shall be done exclusively with the lead member.

The lead member in the consortium shall be overall responsible for the execution of the contract. The lead and other members of the consortium shall be jointly and severally responsible for execution of the contract.

An entity can be a member in one consortium only. In case, same entity submits offer with other consortia, offer of all such consortium shall be rejected.

Separate offer(s) by consortium member shall not be accepted.

After submission of the offer and upto two years of commercial operation, any change in the membership of a consortium or in the responsibilities or commitments of a consortium member is not permitted.

NOTE:

- i) Normally the Lead Member and the Associate(s) shall continue for entire period of Contract.
- ii) All the Associate(s) shall have to continue for set up period and thereafter for a minimum period of two years of commercial operation.
- iii) In case of dissociation of any Associate at any point of time after two years of commercial operation, the stake of dissociated Associate(s) shall be taken over by the Lead Member/ remaining Associate.
- iv) If Lead Member/ remaining Associate do not take over the stake of the dissociated Associate(s), the Contract shall be terminated and CCL shall take over the entire plant with all the infrastructural facilities without paying any compensation.
- v) If any of the Associate(s) dissociate from consortium prior to completion of two years of commercial operation, CCL shall take over the entire plant with all the infrastructural facilities without paying any compensation/ consideration.

9.3 Submission of Exhibit -1, GST registration Certificate, MoU & PoA (To Be Submitted by Bidders as a Confirmatory Document)

Sole Bidder or each member of consortium shall furnish details regarding profile, communication details, Organization history and responsibilities of each entity and the commitments each entity has made towards the consortium as per the format given at Exhibit 1.

Indian Bidder (Sole bidder or Lead member of consortium) shall also furnish scanned copy of GST registration certificate issued by appropriate Authority.

In case the work is awarded to a Foreign Bidder (Sole bidder or Lead member of consortium), It shall be liable to get registered itself under GST in India and submit GST Registration Certificate (with GSTIN) before execution of the Agreement.

LM shall be identified through Memorandum of Understanding (MoU) amongst the Associate(s). Bidder shall upload a "Memorandum-of-Understanding" (MoU) with his Associate(s)/ Consortium partner(s) as per format given in the Exhibit 2 of this bid document. This MoU shall be signed by all the Consortium partners, through their respective legally authorized signatories. This authorization by all Consortium partner/ authorization by Sole bidder shall be evidenced by uploading a Notarized Power of Attorney (PoA) as per Exhibit-3.

Before authorizing the LM, there should be a decision by the respective Board of directors regarding selection of LM in a duly convened meeting and evidence of the same shall be furnished along with Exhibit - 2.

10.0 ELIGIBILITY CRITERIA FOR BIDDING

The Technical Qualification Requirement (TQR) and Financial Qualification Requirement (FQR) of the Bidders and/or Associate(s) for coal washery under "Build-Own-Operate" (BOO) concept should be to meet the qualifying requirement as stipulated hereafter. Any Associate including Lead member in consortium route shall not be a partner of another Bidder bidding for the same coal washery. Further, any Bidder bidding on its own for a particular coal washery shall not associate with other Bidder(s) for the same washery.

Non-compliance of any of the eligibility criteria and terms and conditions of Bid document may lead to rejection of the offer.

10.1 Desired Profile of Bidders / Associates

The Bidder/ Associates shall be proprietary concern/ partnership firm/ body corporate/ Company registered under the Companies Act 2013 or any previous Company Law/Act as applicable in India/ Joint Venture or equivalent in case of Foreign Bidders. In case of Joint Venture (JV) or consortium unless otherwise specified, all the partners shall be jointly and severally liable.

10.2 Desired Qualification Requirement of Bidders / Associates

10.2.1 Technical Qualification Requirement (TQR)

- a) The Bidder/ Associate(s) shall have a proven track record of successful completion of setting up atleast one (single unit) Coal/ Mineral Beneficiation Plant of minimum 1.5 Mtpa with Jig/HM Separation/Spiral/Flotation technologies and combination thereof in the last Ten years (from last day of the month previous to the one in which bid is invited).

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line in the Technical Parameter Sheet:

- a. Name of the Coal Washery/ Mineral Beneficiation Plant set up
 - b. Material Handled
 - c. Complete address of the plant
 - d. Whether Coal Washery/ Mineral Beneficiation Plant is owned by bidder/Associate/Client
 - e. Name of the Client (if owned by client, else N.A.)
 - f. Ref. No. & Date of Award of Work (if owned by Client, else N.A)
 - g. Whether the scope of work for the reference plant included Planning, Design & Engineering, Procurement, Construction & Erection, Commissioning
 - h. Plant capacity (in tonnes per annum)
 - i. Date of Commissioning of the plant
 - j. Technology used in the referred plant (Jig/HM Separation/Spiral/Flotation/ combination thereof)
- b) The Bidder/ Associate(s) shall also have the experience of continuous Operation & Maintenance (O&M) of atleast one (single unit) Coal/ Mineral Beneficiation plant with Jig/HM Separation/Spiral/Flotation technologies and combination thereof of minimum 1.5 Mtpa capacity for a minimum period of 2 years in the last 10 years (from last day of the month previous to the one in which bid is invited).

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line in the Technical Parameter Sheet:

- a. Name of the Coal Washery/ Mineral Beneficiation Plant operated
- b. Material Handled
- c. Complete address of the plant
- d. Whether Coal Washery/ Mineral Beneficiation Plant is owned by bidder/Associate/Client
- e. Name of the Client (if owned by client, else N.A.)
- f. Ref. No. & Date of Award of Work (if owned by Client, else N.A)
- g. Plant capacity (in tonnes per annum)
- h. Whether the scope of work for the reference plant included Operation of Plant and Maintenance of Plant

-
- i. Maximum Quantity of Raw Coal/ Mineral (Tonnes) handled by the plant in any two consecutive years during last 10 years. Quantity handled in every year of two consecutive years should not be less than 1500000 tonnes
 - j. Technology used in the referred plant (Jig/HM Separation/Spiral/Flotation/combination thereof)

10.2.2 Desired Financial Qualification Requirement of Bidders / Associates

The Bidder in case of Sole Bidder Route and the Lead Member in case of Associate/ Consortium Route should have adequate financial capability in terms of net worth and working capital to meet the financial commitments commensurate with the scope of work. This financial capability of bidders shall be evaluated for those bidders who will continue to perform the obligations towards the execution of the subject work for the entire contract period, such as sole bidder or Lead Member in case of Consortium/ Associate Route. Financial qualification requirements (FQR) are detailed hereafter:

10.2.2.1 Net Worth

The bidder must have minimum net worth (as per last financial year previous to the one in which bid is invited) of ₹ 68 Crores. Audited balance sheet in support of Net Worth is required to be furnished by the bidder.

In case of Foreign Bidder if documentary evidences for Net Worth is in Foreign Currency the same shall also be furnished in INR duly certified by appropriate authority considering the rate of conversion as prevailing on the date of the documentary evidences in foreign currency.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line in the Technical Parameter Sheet:

- a) Net worth of the bidder/ lead member for the year 2016-17 in INR alongwith the Name of Chartered Accountant/ Equivalent Authority and his membership number.

10.2.2.2 Working Capital

The bidder must provide evidence of possessing adequate working capital (issued maximum 90 days before e-Publication date of tender) of ₹ 18 Crores for inclusive of access to lines of credit and availability of other financial resources to meet the requirement. A proper certificate in this regard shall be submitted from Bank/ Financial Institution/ Registered Chartered Accountant.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line in the Technical Parameter Sheet:

- a) Amount possessed in form of working capital by the bidder/ lead member along with Ref No. and date of issuing authority.

NOTE : 1. Notwithstanding any pre-bid check on qualification, CCL reserves the right to undertake any post-bid verification and/ or evaluation of qualification of bidders as deemed necessary.

2. Even though the bidders meet the above criteria, they are subject to disqualify, if they have a) Made misleading or false representation in the offer uploaded in the

proof of Qualification requirement; and/or b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

11.0 SUBMISSION OF OFFER

- a. In order to submit the offer, the bidders have to get themselves registered online on the e-Procurement portal (<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 **which shall be evidenced by Exhibit - 4**. The enrollment on the portal must be in the name of Sole Bidder, if bidding in Sole bidder route or in the name of Lead member, if bidding in the Consortium/Associate Route.
- b. The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of bid document including conditions of Contract and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid/offer shall be accepted.
- c. **Letter of Bid:** The format of Letter of Bid (as given in Enclosure - I of 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/offer submission in **Cover-1**. This will be the covering letter of the bidder for his submitted offer. 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 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.

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by CCL with bid document, then the offer will be rejected.

- d. **Technical Parameter Sheet:** The Technical Parameter Sheet i.e. **TPS** containing the technical specification in Excel format along with qualification requirement will be downloaded by the bidder and will furnish all the required information in this **TPS** in the desired format. Thereafter, the bidder will upload the same **TPS** during bid/offer submission. Non-compliance of any specification parameter of any item will disqualify the bidder. The bidder whose **TPS** is incomplete and not submitted as per instruction given above will be rejected. The bidder shall be responsible for the authenticity and correctness of the information being submitted by him in the TPS and for this, bidder has to accept the provisions given in user portal agreement. Bidders have to upload all the confirmatory documents in support of his online submitted information in TPS in Cover-1 and Cover – 2 (Qualifying Documentary Evidences, i.e., Exhibits and Technical Documentary Evidences, i.e., Appendices) as enlisted in Cl. No. 14.0 of this detailed e-tender notice.
- e. **Price bid/offer:** The Price Bid/offer i.e. **BoQ** containing the details of Washing Cost per tonne of raw coal (dry) will be in Excel Format and the same will be downloaded by the

bidders. They will quote for all items on this **BoQ**. Thereafter, the bidder will upload the same **BoQ** during bid/offer submission in **Part 2 Cover - 3**. This file will be digitally signed and uploaded by the Bidder. Lowest bidder will be decided after evaluation based on Cost to Company as per predefined logic in the BoQ sheet.

'Cost to Company' shall mean the "Total Value (i.e. Base price + taxes and duties) quoted by the bidder" excluding "CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit".

The system will compute the amount of GST and GST (Compensation to State) Cess, as per the predefined logic in BoQ sheet.

The Price Bids/offers of the bidders will have no condition. The bidder whose **BoQ** is incomplete and not submitted as per instruction given above will be rejected. Any alteration/ modification in the excel format may lead to rejection of the bid.

NOTE:

- i. The rate quoted by the Bidder shall be exclusive of CGST, SGST, IGST and GST (Compensation to state tax) cess and it should be strictly as per the format of BOQ.
- ii. The Tax Invoice raised by the bidder must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN for the services to CCL. The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) Cess, related to washing charge, shall be shown separately in tax invoice.
- iii. The CGST & SGST, IGST and GST (Compensation to state tax) Cess, as applicable at the time of operation, shall be paid extra against submission of proper Tax Invoice by WO, as referred above, so that CCL could be able to avail Input Tax Credit of such CGST, GST, IGST, GST (compensation to state) Cess reflected in the invoice.
- iv. If CCL fails to claim Input Tax Credit (ITC) or the ITC claimed is disallowed due to failure on the part of WO of services incorporating the Tax Invoice issued to CCL 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 WO along with interest, if any.
- v. The payment of CGST & SGST or IGST and GST (Compensation to state) Cess by CCL to WO 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 CGST & SGST or IGST and GST (Compensation to state) Cess is the responsibility of WO.
- vi. In the event of any additional tax liability accruing on the WO due to classification issue or for any other reason, the liability of CCL shall be restricted to the amount of GST charged on the original tax invoice issued by the WO.
- viii. **TDS:** The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the WO.

12.0 All documents relating to the online Bid shall be in the English language. In case of other language, information shall have to be translated in English and to be certified/

authenticated. The offers along with all the supporting documents are to be submitted on-line on the website <https://coalindiatenders.nic.in>. No offer shall be accepted off-line.

13.0 It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

14.0 The scanned copy of following documents will be uploaded by the bidder while submitting bid online:

<u>PART-1 (COVER-1)</u>		
Sl. No.	Particulars	Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
1	Letter of Bid [Ref.CI.No.11(c) of this detail e-tender Notice]	Letter of bid on Bidder's letter head as per Format given in the bid document (As per Enclosure I) .
2	Profile [Ref.CI.No. 9.3 and 10.1 of this detail e-tender Notice]	The bidder and Associate(s) has to furnish details as per Exhibit 1 along with the documentaries evidences for items mentioned therein.
3	Goods and Service Tax [Ref. CI.No. 9.1 and 9.3 of this detail e-tender Notice]	The following documents establishing the status of bidder w.r.t GST as declared by Bidder in the BOQ sheet: a) Status: GST registered Bidder - GST Registration Certificate issued by appropriate authority. b) Status: Foreign Bidder - A declaration stating therein that if the work gets awarded to them then they shall get themselves registered under GST in India and shall submit the GST Registration Certificate (with GSTIN) before execution of the Agreement.
4	Route of bidding, Role of Bidder & their Percentage Stake [Ref.CI.No.9.2 and 9.3 of this detail e-tender Notice]	a) For Associate/Consortium route: Memorandum of Understanding with Associates, in case of Associate/ Consortium route of bidding as per Format given in the bid document (As per Exhibit 2) . Along with evidence of the decision taken by the respective Board of directors regarding selection of LM in a duly convened meeting or b) For Sole Bidder: Furnish the same as "Not Applicable"

5	Power of Attorney [Ref.CI.No.9.3 of this detail e-tender Notice]	Power of Attorney as per Format given in the bid document (As per Exhibit 3) .
6	Letter by Parent Company [Ref CI.No. 9.1.2 of this detail e-tender Notice]	<p>a) For Subsidiary Company whose consolidated financial report is prepared by the parent company showing information/ net worth of subsidiary/ entity(ies) separately: Letter by the Parent Company to that effect as per CI.No. 9.1.2 of this detail e-tender Notice of Bid document (As per Exhibit 5)</p> <p>or</p> <p>b) For others : Furnish the same as “Not Applicable”</p>
7	Undertaking by Holding Company/JV Partners [Ref Cl. No. 9.1.1 and 9.1.2 of this detail e-tender Notice]	<p>a) For Subsidiary Company/JV Company bidding on the strength of Holding Company/JV Partners: Undertaking by Holding Company/JV Partners as per Cl.No.9.1.1 and 9.1.2 of this detail e-tender Notice of Bid document (As per Exhibit 6)</p> <p>or</p> <p>b) For others : If not bidding on the strength of Holding Company/JV Partners: Furnish the same as “Not Applicable”</p>
8	Technical Qualification Requirement [Ref. CI.No. 10.2.1 of this detail e-tender Notice]	<p>Affidavit on Non-Judicial Stamp Paper regarding correctness of information, furnished w.r.t Technical Qualification Requirement, online in the Technical Parameter sheet (As per Exhibit – 7).</p> <p>The foreign bidders should submit this Affidavit duly vetted/endorsed by the relevant* Embassy/ High Commission concerned.</p> <p>*Relevant Embassy/High Commission means the Embassy/High Commission in INDIA of the Country where the referred plant has been set up/operated or Country of origin of the bidder</p>
9	Financial Qualification Requirement [Ref.CI.No.10.2.2 of this detail e-tender Notice]	<p>Sole Bidder or Lead member of consortium to furnish details as per Exhibit - 8 along with documentaries evidences for Net worth & Working Capital as mentioned therein.</p> <p>The foreign bidders should submit evidence of Net worth and Banker’s Certificate regarding availability of access to credit (issued maximum 90 days before e-Publication date of tender) for Working capital duly vetted/endorsed by the relevant* Embassy/ High Commission concerned, towards authenticity of document (As per Exhibit-8).</p> <p>*Relevant Embassy/High Commission means the Embassy/High Commission in INDIA of the Country where the bidder has obtained evidence of net worth or Country of origin of the bidder.</p>

10	Integrity Pact [Ref.CI.No.34 of this detail e-tender Notice]	Duly signed and witnessed Integrity Pact as per Format given in the bid document (As per Enclosure - IV). This should be signed by the bidder alongwith all the consortium partner, if any, through their respective legally authorized signatories
11	Authorization for Digital Signature Certificate [Ref.CI.No.11(a) of this detail e-tender Notice]	a). If the bidder himself is the DSC holder bidding on-line then self declaration of the bidder to this effect (As per Exhibit – 4). OR b). if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for authorization to submit bid on behalf of the bidder (As per Exhibit – 4).
12	UNDERTAKING	An UNDERTAKING is to be given on Bidder's letter head as per the format given in the bid document (As per Exhibit -9). Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.
13	Mandate Form	As per Enclosure-III (for electronic fund transfer / internet banking payment)
PART-1 (COVER-2)		
1	Appendix 1	BROAD PARAMETERS
2	Appendix 2	A. Description of Washing Scheme alongwith Flow Diagram B. Detailed Work Programme
3	Appendix 3	A. Technical Details of Main Mechanical & Electrical Equipment B. Details of Civil Buildings & Structural
4	Appendix 4	A. Details of Requirement of Electricity B. Details of Requirement of Water
5	Appendix 5	List of the recommended spares & critical spares as per CI No. 4.32 of Section 4 of Bid document
<p>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.</p> <p>Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Offer non-responsive & liable for rejection.</p>		

15.0 EXTENSION OF TIME SCHEDULE OF TENDER:

15.1 The employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with provisions of e-tender notice, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

15.2 If the number of bids received online is less than three on the end date of bid submission then the bid submission end date, bid opening date and date of Reverse Auction (which is same as bid opening date) will be automatically extended by the System, initially for a period of two days ending at 17:00 hrs and if the number of bids still remains less than three then for another five days ending at 17:00 hrs. This will be reflected in the portal after midnight i.e. start of the next day.

If any of the above extended dates falls on holiday i.e. a non-working day as defined in the e-procurement portal the same is to be rescheduled in the next working day.

In case number of bids received is still less than three, the offers received will be opened. If no offer is received even after second extension the tender will be cancelled.

16.0 OPENING OF BIDS :

Offers [Part - 1 (Qualification-cum-Technical bid) and Part -2 (Price-bid/BoQ)] will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender opening.

The e-Procurement system will evaluate the Technical bids automatically on the basis of relevant data provided by the bidder while submitting the bid online. If the parameters furnished by bidder online in an objective and structured manner does not conform to the required eligibility criteria as specified in the Detailed e-Tender Notice, the bid will be automatically rejected by the system and the Price-bid of such bidders shall not be opened by the system.

17.0 REVERSE AUCTION PROCESS (RAP)

- i. After opening of price bid, e-Reverse auction will be initiated on the pre-scheduled date & time as mentioned in detailed e-tender Notice (Clause No. 2). However, H1 bid will be eliminated during Price Bid Opening, if more than three techno-commercially bids are available as per the evaluation done by the 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.
- ii. The start bid price for reverse auction shall be the “Cost to company”, as per quoted price of L1 bidder and computed by an in-built pre-defined business logic incorporated in the BoQ in accordance with Cl. No. 11(e) of Detailed e-Tender notice of bid document.
- iii. Bidders will quote the value of “Cost to company” in accordance with Cl. No. 11(e) of Detailed e-Tender notice of bid document
- iv. The Reverse Auction will be conducted on the “Cost to company”.
- v. Break up of “Cost to Company” quoted by the bidder(s) in the Reverse Auction will be arrived by the Company by reducing each component in the same proportion i.e. ratio of Cost to Company quoted in the reverse auction to “Cost to company”, as per quoted price of same bidder and computed by an in-built pre-defined business logic incorporated in the BoQ submitted by the same bidder along with the initial offer and the same will be binding on the bidder. The detailed

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- Break-up of "Cost to company" so arrived for the bidder(s) shall be considered and Order, if placed, shall be with the same break-up of Prices.
- vi. The decrement value will be 0.5% of the start bid price (rounded figure) with minimum of INR 1.00 as reflected on the e-Reverse Auction platform. The reduction in Cost to Company to be quoted by bidder during e-Reverse auction shall have to be made as per decrement value or in multiple thereon. The maximum seal percentage in one go shall be fixed as 2% over and above existing normal decrement of 0.5% i.e. total 2.5% of Start Bid Price/ last quoted price during reverse auction, whichever is lower. The Start bid price and decrement value for quoting of "Cost to company" shall be displayed on the Reverse Auction Platform.
 - vii. Initial period of reverse auction will be two hours. There will be auto extensions of time by ten minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot.
 - viii. System will protect bid and bidder information till auction gets over and displays current L1 price to the bidder at the time of reverse auction. The system will provide the bidder details along with the bid document at the end of the reverse auction process.
 - ix. 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 the reverse auction or the price quoted in the price bid, whichever is lower.
 - x. Only the chronologically last bid submitted by the bidder till the end of 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.
 - xi. Server time shall be the basis of start time and closing time for bidding and shall be binding for all. This would be visible to all concerned.
 - xii. On expiry of the closing of the auction, 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.
 - xiii. 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.
 - xiv. 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 tenderer.
 - xv. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low, 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.
 - xvi. In case of disruption of service at the service provider's end while the Reverse Auction Process (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 '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.

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

18.0 EVALUATION OF BID

The Company will examine the uploaded documents against information/ declarations furnished by the L1 bidder after reverse auction online. If it conforms to all of the information/declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be eligible for issue of 'Letter of Intimation (LoI)' in line with the provisions of bid document.

In case CCL finds that there is some deficiency in uploaded documents or documents have not been uploaded by L1 bidder then the same will be specified online by CCL clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing maximum 2 chances, each of 10 x 24 hours duration for online re-submission by L1 bidder. The L-1 bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/ information on their personalized dash board regularly after opening of bid. No separate communication will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time.

The bidder will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of initial 10 (ten) days' time as above and if the uploaded documents still contain some deficiency, additional time of 10 days (10 x 24 hours) shall be given to the L-1 bidder for re-submission, indicating start date and end date for re-submission of such document/s.

No additional time will be allowed to the bidder for on-line submission of documents.

The offer will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of offer.

In case the L1 bidder submits requisite documents online as per bid document, then the bidder shall be intimated and subsequently awarded as per provision of bid document.

In case the L-1 bidder fails to submit requisite documents online as per the bid document or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by CCL during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and EMD of L-1 bidder will be forfeited.

In such case, the documents of the next lowest bidder shall be downloaded for evaluation and short fall documents will be obtained if required from the L-2 bidder in the manner described for L-1 bidder. This process shall be repeated till the work is either awarded or all the eligible bidders are exhausted.

Note: The penal provisions will be squarely applicable to all those firms whose documents are examined and found to be inadequate on account of treating them as L1 successively.

- 19.0** The techno commercially accepted L1 Bidder will be notified about acceptance of its bid through Lol only after the viability of the project has been evaluated. The Evaluation of the viability of the project and Identification of Customer for Washed Coal shall be done within 3 months. The viability of the project shall be based on the washing charges quoted by the L-1 bidder after completion of reverse auction, yield of washed/clean coal at 18% (adb) ash and of washed coal (power) at 34% (adb) ash as per Cl 3.7 of Section -3 of this Bid Document and other related expenditure of CCL on this account. The techno commercially accepted L1 Bidder shall provide necessary assistance to the Company in obtaining Environmental Clearance and other clearances for the project.

The techno commercially accepted L1 Bidder will be notified of the award by registered post by the Company after obtaining Environmental Clearance (prior to expiration of the bid validity period) and will be termed as "Preferred Bidder". This process of obtaining Environmental clearances may require one year time from the date of identification of Lowest Bidder.

Preferred Bidder shall:

- a. accept the Letter of Award (LOA), submit the Security Deposit (SD) within a week after receipt of Letter of Award (LOA) and before signing of the Contract
- b. On receipt of Letter for Acceptance (LOA)/ Work Order of the tender issued by the Company, the 'Preferred bidder' shall execute contract agreement in the company's prescribed format for the due fulfillment of the contract. Failure to enter into the required contract within the specified period shall entail cancellation of LOA/work order and forfeiture of the Bid security/ Security Deposit. The written contract to be entered into between the Preferred Bidder and the Company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. the Preferred Bidder and the Company.

20.0 REFUND OF BID SECURITY/ EMD

- a. If Bid Security is paid by the bidder in online mode (Direct Debit/ NEFT) then the Bid Security of rejected/unsuccessful bidders (except the bidders whose Bid Security is to be forfeited) at any stage will be refunded directly to the account from where it has been received.
- b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c. If the refund of Bid Security is not received by the bidder in the account from which the Bid Security has been paid due to any technical reason then it will be paid through e-payment. Bidder shall have to submit Mandate Form (Ref. Enclosure-III of bid document) for such e-payment.
- d. In case the tender is cancelled then Bid Security of all the participating bidders will be refunded unless it is forfeited by CCL / department.
- e. If the bidder withdraws his/her offer online (i.e. before the end date of submission of offer) then the Bid Security will be refunded automatically after the opening of Bid.
- f. Bid Security of selected bidder (on Award of Contract) will be returned by CCL after signing of the contract and also after receipt of Security Deposit.

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- g. Bid Security of bidder will not carry any interest during the period of retention in CCL.
- 21.0** Every bidder is expected, before quoting his rates, to go through the requirements of materials/workmanship under specification/requirements and conditions of contract and to inspect the site/area of the proposed work at his own cost.
- It shall be deemed that the bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.
- 22.0 COST OF BIDDING:** The bidder shall bear all costs associated with the preparation and submission of his offer and the Employer will in no case be responsible and liable for those costs.
- 23.0** The bidder shall closely study all specifications in detail, which govern the rates for which he is tendering.
- 24.0 CURRENCY:** Bidder shall offer rates in INR only. This shall be applicable for bidding as well as for payment.
- 25.0** The work should be completed within the stipulated period which shall be reckoned from the next day of executing agreement or handing over of the site, whichever is later.
- 26.0** The bidder(s) will deploy sufficient number and size of equipment/ machineries/ vehicles and the technical/ supervisory personnel required for execution of the work.
- 27.0 CHANGE IN CONSTITUTION OF THE CONTRACTING AGENCY**
- Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.
- 28.0** Canvassing in connection with the offers in any shape or form is strictly prohibited and offers submitted by such bidders who resort to canvassing shall be liable for rejection.
- 29.0 BID VALIDITY**
- The validity period of the tenders shall be **480 (Four Hundred Eighty)** days from the end date of bid/offer submission or extended date of bid submission end date, whichever is later.
- In exceptional circumstances, prior to expiry of the original time limit, CCL may request the bidders to extend the period of validity for a specified additional period. CCL's request and the bidder's responses shall be made 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 offer but will be required to extend the validity of his bid.
- The bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his offer or alter the offer or any terms/conditions thereof without consent in writing of the Company. In case the bidder violates to abide by this, the Company will be entitled to take action as per **Clause No.30** (Modification and Withdrawal of Offer) of bid document.
- 30.0 MODIFICATION AND WITHDRAWAL OF OFFER:**
- Modification of the bid submitted shall be allowed online only before the deadline of submission of offer 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 Bid Security 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:

- a) The Bid Security will be forfeited and
- b) 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:

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

(The penal action as per clause (a) & (b) above will be enforced from the date of issue of such order)

- 31.0** CCL reserves the right to change the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
- 32.0** CCL does not bind itself to accept the lowest offer and reserves the right to reject any or all the offers without assigning any reasons whatsoever.
- 33.0** The laws applicable to this contract shall be the laws in force in India. Matter relating to any dispute or difference arising out of the current tender process and subsequent Contract entered shall be subject to the jurisdiction of Ranchi Court Jharkhand only.
- 34.0 INTEGRITY PACT:** All the bidders submitting their offers are accepting the Integrity Pact as given in the Enclosure -IV of this bid document through the User portal Agreement. The bidders are requested to go through the integrity pact, which is a part of the bid document. Bidders shall upload the Integrity Pact duly signed by bidder along with all the Consortium partners, if any, through their respective legally authorized signatories. The following have been nominated as Independent External Monitor (IEM) for this Bid:-

Name	Address	Contact Number/ Email
Sri Chaman Kumar, IAS (retd.)	Bungalow No- 80, New Moti Bagh, New Delhi- 110023	09818330862 chaman.kumar51@gmail.com
Dr. B.P Nilaratna, IAS (retd.)	D-II/15, Pandara Road, New Delhi-110003	09810614775 dr.b.p.nilaratna@gmail.com

- 35.0** CCL reserves the right to change, modify, add or alter the bidding process at any stage under intimation to all the bidders.

**General Manager (Washery), CCL
(Tender Inviting Authority)**

SALIENT FEATURES OF BOO CONCEPT

Salient features and mode of development of the washery under Build-Own-Operate (BOO) are mentioned hereunder:

i) **FINANCING**

Financing of the project shall be done as follows:

- a) Sole Bidder Route of bidding: 100% by the selected Bidder
- b) Associate/ Consortium Route of bidding: At least 26% of the project by each Associate totalling to 100%

ii) **TECHNOLOGY & CAPACITY**

The washery shall be built, owned and operated by the successful bidder alias Washery Operator (WO) who will enjoy the freedom of selection of technology [based on Jig/ Heavy Media Separation (Bath/ Drum/ Cyclone or combination thereof including Flotation or Spiral technology etc. for fine coal recovery], type and design of the plant with zero effluent discharge & also operation and maintenance of the plant, subject to various statutory & regulatory provisions, as prevalent in India, environmental regulations and safeguards as per norms etc. The washery shall be designed with closed water circuit and zero effluent discharge. The plant shall be capable of efficient performance with additional feed to an extent of + 20% over the throughput capacity, commensurate with the fluctuation in mine production in the different seasons. Thus, the plant shall have the provision for handling raw coal equivalent to “daily throughput capacity (i.e. 9000 tonnes) + 20% of daily throughput capacity”. Responsibility of obtaining various clearances will be of successful bidder. Support and help from CCL may be provided, if required.

iii) **ENVIRONMENT/ STATUTORY & REGULATORY CLEARANCES**

Obtaining all necessary statutory/ regulatory and other clearances etc. prevalent in the country barring Environment Clearance and Forest Clearance shall be the responsibility of WO. CCL shall be responsible for obtaining Environment Clearance and Forest Clearance but WO shall give necessary assistance/support to CCL in this regard and be involved actively in the process as necessary. However, compliance of EC

regulations and other statutory & regulatory clearances during the entire period of contract or extension, if any, shall be the responsibility of WO and for this purpose, any information/data required from CCL, if available, will be provided to the WO.

iv) RAW COAL SUPPLY

Assured supply of raw coal of size -1000 mm of specified quality & quantity by CCL by road on mutually agreed basis as per the Monthly Scheduled Quantity (MSQ) determined at the beginning of each year and receipt of the same by WO at the washery end. Weighment of raw coal will be done at mine end and the same will be considered as raw coal supply to the WO. Details given at Cl. No. 1.2 of Project Outline of this bid document.

v) WASHED/ CLEAN COAL, WASHED COAL (POWER), REJECTS & THEIR DESPATCH

Assured delivery of washed/ clean coal & washed coal (power) of specified quality & quantity by WO only to CCL at respective designated delivery places. Details regarding washed/ clean coal & washed coal (power) is given under the heading 'Broad Parameters' at Cl. No. 1.20 of Project Outline of this bid document. Rejects from the washery shall be conveyed to the identified storage site as shown in Drawing 1 from where it will be reclaimed by CCL.

vi) OWNERSHIP OF RAW COAL AND PRODUCTS (WASHED/ CLEAN COAL, WASHED COAL (POWER), REJECTS & SLURRY)

Ownership of raw coal and its products (washed/ clean coal, washed coal (power), rejects & slurry if any etc.) shall remain with CCL. The WO shall wash raw coal provided by CCL only.

vii) WASHING CHARGES

CCL shall pay agreed washing charge to the WO. The washing charge is to be quoted by the bidder in terms of per tonne of raw coal processed on 'dry basis'. The details regarding payment of washing charges is given in Section 1.

The washing charges covers the cost for receiving & storage of raw coal, sizing & crushing, beneficiation, storage of products, delivery of products to the designated place, handling of rejects etc. WO shall also provide suitable weighing arrangements for raw coal receipt and products despatch.

The price to be paid to the WO for beneficiation/ washing charge shall also cover cost of disposal of rejects from the washery as per Cl. No. 1.13 as well as cost of handling & disposal of slurry, in case slurry is generated during beneficiation/ washing.

This washing charge consists of two parts viz. 'base price' and 'taxes & duties'. Base price does not include taxes & duties. Taxes & duties shall be reimbursed separately to the WO.

viii) SITE

For construction of the washery, 11.33 Ha land within existing Kathara washery premises will be provided by CCL on lease rent basis to be paid at prevalent rate (the indicative land lease rent is ₹90.12/m²/year as on 21.03.17) as shown in Drawing 1 (as vacant land within existing washery premises). In the given 11.33 Ha, abandoned structure to be demolished by the WO is also shown in Drawing 1, however, the existing infrastructural facilities shown in the Drawing 1 are neither to be utilised by WO nor to be dismantled.

CCL shall pay all taxes and impositions, as applicable in respect of the said land including the enhancement of rates and taxes payable either to the Panchayat/ Municipality/ Government.

ix) REJECT DISPOSAL

Refer Cl. No. 1.13 of Section 1.

x) SAFEGUARDS TO BE ENSURED BY THE WASHERY OPERATOR

- Quantity of Products shall match with the quantity of raw coal supplied to the WO during a specified period.

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- The selection of technology shall be considering full scale washing of the raw coal including fine coal processing.

 - Consistent specified quality of products in terms of ash and moisture as specified in Bid Document.

 - The yield of washed/ clean coal and washed coal (power) shall commensurate with washability characteristics (considering organic efficiency of the overall system also) of raw coal keeping the quality of washed/ clean coal and washed coal (power) fixed i.e. within the specified ash/ moisture range.

 - The organic efficiency of the overall system shall not be less than 95%. The technology giving overall organic efficiency less than 95% will not be acceptable.

 - Capacity of the plant shall be in terms of raw coal throughput (on 'as received basis') per annum.

 - The WO shall have to keep raw coal storage facility at least of half day requirement.

 - The WO shall also have to keep separate covered storage facility for both washed/ clean coal and washed coal (power) at least of one day production or one rake capacity whichever is more.

 - The technology selected shall be environment friendly and zero effluent discharge from washery.

 - The technology offered by the bidder shall be accepted with reference to the above safeguards and capacity of the plant.

 - The WO shall not wash raw coal of any other customer in this New Kathara washery.

SECTION – 1

PROJECT OUTLINE

1.1 INTRODUCTION

CCL intends to set up a coking coal washery with raw coal linkage from Govindpur Ph II and Kathara Colliery on Build-Own-Operate (BOO) concept. The assured raw coal throughput of the washery will be 3.0 Mtpa on 'arb' (as received basis). The expected monthly average ash content of Raw Coal is around 30.5% on 'adb' (air dried basis) and likely to vary within the range of 24.9 to 33.6% on 'adb'. The average total moisture content is 2.8%.

The washery will be designed to produce three products viz. washed/clean coal, washed coal (power) & rejects. Description of washing scheme shall be furnished by the bidder as **Appendix-2**. The bidder shall also furnish the list of major P&M items and Civil & Structural works as per **Appendix -3**. The plant should be capable of efficient performance with additional raw coal feed to an extent of + 20% over the throughput capacity, commensurate with the fluctuation in mine production in different seasons. Thus, the plant shall have the provision for handling raw coal equivalent to "daily throughput capacity (i.e. 9000 tonnes) + 20% of daily throughput capacity"

1.1.1 Washed/ Clean Coal

Washed/ Clean Coal with monthly average target ash content of 18.0% (adb) and total average moisture content not exceeding 9.0% (day-to-day basis) shall be produced by the WO.

However, depending on need, if CCL request WO for further decrease in ash% of washed/clean coal, the WO will try to comply with the requirement of CCL in this regard and corresponding yield will be re-calculated based on washability curve of raw coal feed at that time. And if WO is not able to achieve the revised reduced ash level, no penalty will be paid by the WO.

1.1.2 Washed Coal (Power)

Washed Coal (Power) with monthly average target ash content of 34% (adb) and total average moisture content not exceeding 11.0% (day-to-day basis) shall be produced by WO.

1.1.3 Rejects

Washing scheme shall take care of the ash content of the rejects and it shall be as high as possible. Rejects produced from the washery is to be disposed off in the manner decided by CCL.

1.1.4 Slurry

Slurry, if produced, shall either be handled separately or mixed with suitable product in consultation with CCL depending upon its quality.

1.2 RAW COAL SUPPLY

Assured supply of raw coal of -1000 mm size of specified quality & quantity by CCL through Road and receipt of the same by WO at the washery end. WO must assure storage capacity of at least 4500 t (i.e. half-day requirement of raw coal).

Raw coal shall be supplied by CCL from the linked mines throughout the year (excluding 8 paid holidays) in all the three shifts in a year. However, supply of raw coal on paid holidays may also be done on written request of WO, if possible. The plant shall run in all the 3 shifts with 7 days per week schedule round the year.

As the transportation of raw coal is through road, weighment will be done by weighbridge at mine end. Suitable weighing arrangement at the washery end is also to be provided by the WO for weighment of raw coal. The accuracy of the weighing system shall be for trading purposes as per BIS and duly certified by weights and measures Authority.

Calibration of all the different types of weighing system used in the project shall be carried out as per standard norms. Details regarding raw coal is given under the heading 'Broad Parameters' at Cl. No. 1.20.

1.3 STORAGE OF RAW COAL

The WO shall provide storage facility for raw coal with rehandling arrangement in the washery premises so that it can receive raw coal even when the plant is not operating and the same shall be used when there is short/ no supply of raw coal from mines. The storage capacity shall be at least 4500 t (i.e. half day requirement of raw coal).

1.4 WASHED/ CLEAN COAL AND WASHED COAL (POWER) DELIVERY & DESPATCH

Assured supply of washed/ clean coal and washed Coal (power) of specified quality & quantity shall be done by the WO through belt conveyor from their respective storage facilities as per Cl 1.5 of this section to respective Silo (4000 t) at Railway Siding for onward loading through Rapid Loading System (@ 5,500 tph) into the Railway wagons as per railway norms and dispatch to customers specified by the Coal Co. The Railway siding is adjacent to the proposed washery site (Refer Drawing - 1). Separate Covered storage facilities within the washery premises, loading conveyors, Silos and RLS at Railway siding for washed/clean coal and washed coal (power) are in the scope of WO. Further, onward loading of products (i.e. washed/clean coal and washed coal (power)) through Rapid Loading System (@ 5,500 tph) into the Railway wagons as per Railway norms for dispatch to customers specified by CCL shall be under the scope of WO. Details regarding washed/ clean coal and washed Coal (power) is given under the heading 'Broad Parameters' at Cl. No. 1.20.

1.5 STORAGE OF WASHED/ CLEAN COAL AND WASHED COAL (POWER)

The WO shall provide covered separate covered storage facilities for both washed/ clean coal and washed Coal (power) with suitable reclamation arrangement. The storage capacity shall be at least of 5500 tonne and 3600 tonne for washed/clean coal and washed coal (power) respectively.

1.6 POWER SUPPLY

1.6.1 CCL will provide power required for construction of washery from sub-station of existing Kathara washery located within the washery premises at the prevalent rate charged by DVC to CCL. WO shall have to draw power for construction of the washery on their own from this sub-station. Any delay over the scheduled construction period will not be entertained on this account. The present rate of power is given hereafter for indicative and guidance purpose only:

- a) Normal demand charge: INR 410/kVA/month
- b) For Power : INR 4.05/ kWh

1.6.2 Source of power for operation shall be arranged by WO from Regional Sub-station at a distance of about 4 km as shown in Drawing 1 and all the applicable power charges shall be paid to CCL by WO.

1.6.3 Requirement of power during construction & operation shall be furnished as per the Format enclosed as **Appendix – 4**.

1.7 WATER SUPPLY

1.7.1 Source of water required for construction of the washery will be the same as for existing Kathara washery. WO shall be responsible for drawl of water from this source to the washery site. CCL shall provide water required for construction of the washery on payment basis at prevalent rate. The present rate of water is given hereafter for indicative and guidance purpose only:

- a) DVC Water Charge : INR 5.40/ kL
- b) JSPCB water charge : INR 0.30/ kL

1.7.2 Source of water for operation of the washery is at a distance of about 7 km from proposed washery site. The WO has to necessary approval for drawl of water from this source for permanent requirement of water for operation of the washery. The rate of water given above is for indicative and guidance purpose only. Prevailing rate of water at the time of operation will be charged from WO.

1.7.3 Requirement of water during construction & operation shall be furnished as per the Format enclosed as **Appendix – 4**.

1.8 RAILWAY SIDING

The Railway siding is adjacent to the proposed washery site (Refer Drawing 1 & Drawing-2). Loading of products (i.e. washed/clean coal and washed coal (power)) through Rapid Loading System (@ 5,500 tph) into the Railway wagons as per Railway norms for dispatch to customers specified by CCL shall be under the scope of WO.

Maintenance & upkeep of the Railway siding shall be the responsibility of CCL and all expenditure on this account shall be borne by the CCL. Indenting of Railway wagons shall be done by WO in consultation with CCL.

1.9 EMP AND OTHER STATUTORY & REGULATORY CLEARANCES

Obtaining all necessary statutory/ regulatory and other clearances etc. prevalent in the country barring Environment Clearance and Forest Clearance shall be the responsibility of WO. CCL will give necessary assistance/ support to the WO to the extent possible.

CCL shall be responsible for obtaining Environment Clearance and Forest Clearance but WO shall give necessary assistance/support to CCL in this regard and be involved actively in the process as necessary. However, compliance of EC regulation and other statutory & regulatory clearances during the entire period of

contract or extension, if any, shall be the responsibility of WO and for this purpose, any information/data required from CCL, if available, will be provided to the WO.

1.10 PRODUCT SIZE

The top size of all the products shall be maximum 50 mm irrespective of any washing scheme.

1.11 QUANTITY/ WEIGHMENT, MONITORING & RECORDING

For keeping a record of raw coal supplied, raw coal beneficiated, washed/ clean coal and washed coal (power) & rejects produced on hourly/ daily basis, suitable no. of electronic weighment system with accuracy within BIS limits with computer display, memory storage & print out facility shall be provided at suitable locations in the Washery. Electronic weighment system for Railway rake loading with all the above output facilities shall be provided by CCL. The weight of washed/ clean coal and washed coal (power) as loaded into the Railway wagons shall be signed jointly by representatives of both the WO & CCL and shall be considered as final products supplied to CCL.

The weighment of raw coal as measured in the Weighbridge at mine end and signed jointly by representatives of both the WO & CCL shall be considered as final raw coal supplied to the WO.

1.12 QUALITY MONITORING, CONTROL & RECORDING

1.12.1 Facilities for sample collection and adequate number of automatic samplers complete with all required accessories shall be provided by the WO at all their relevant points where quality parameters are required to be determined for raw coal received, washed/ clean coal and washed Coal (power) & rejects produced from the washery and delivered to CCL at designated delivery places (loading into Railway wagons). The provision of required infrastructure for

sampling and testing as per BIS limits will be the responsibility of the WO. The samples collected shall be jointly signed & sealed.

1.12.2 Besides above, on-line analysers for ash and moisture shall be provided on respective conveyors of washery for instantaneous monitoring and recording of ash & moisture of raw coal, washed/ clean coal, washed coal (power) and rejects. This shall also provide a tool to control the operation of washery within the agreed parameters of the outputs.

In addition to instantaneous monitoring, recording and display of above parameters in a control room, the on-line analysers should have facilities for storage of all data on a time scale basis and producing desired printout. These instruments should have accuracy within limits as per relevant BIS.

Sampling shall also be done for washed/ clean coal and washed coal (power) as loaded into the railway wagons by Third party. The quality of washed/ clean coal and washed coal (power) in terms of ash and moisture as loaded into the Railway wagons shall be considered final for payment.

1.12.3 The WO shall keep all infrastructure with necessary equipment for carrying out screen analysis, float & sink analysis and measurement of ash, moisture & GCV, etc. in the laboratory of the washery.

1.12.4 The test will be carried out in presence of representatives from both CCL and the WO on day-to-day basis as well as monthly basis.

1.12.5 Testing and Analysis of Raw coal & Products:

- i. An independent agency will be appointed and paid by CCL for sampling and analysis of both raw coal and products. However, 50% of the charge paid by CCL to the independent agency will be recovered/ adjusted from WO from their bills.

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- ii. Sampling shall be done for both raw coal and products in each shift as per BIS. One part of raw coal sample collected in each shift shall be kept for carrying out washability test at the end of each month.
 - iii. Determination of ash and moisture for both raw coal and products will be carried out in each shift.
 - iv. Raw coal samples collected in each shift will be blended for all the days of a month from which a representative sample will be prepared. From this representative sample, washability test and other tests will be carried out to determine optimum theoretical yield of washed/ clean coal and washed coal (power) for that particular month.
 - v. One representative sample of raw coal will be kept as reserved for testing in case any dispute arises.
- 1.12.6 The test results certified by the independent agency shall be binding on both CCL & WO.
- 1.12.7 CCL reserves the right to change the independent agency.
- 1.12.8 Quality of Rejects shall be derived from balance of product.

1.13 REJECT WEIGHMENT AND DISPOSAL

CCL is the sole owner of the rejects produced from the washery. The rejects produced from the plant shall be transported & temporarily stacked/dumped separately by WO at the identified reject storage site earmarked by CCL in the site provided by CCL (as shown in **Drawing No.1**) with due arrangement of proper compaction and consolidation as per the norms of the Environmental Management Plan (EMP) duly approved by the State/ Central and other concerned agencies. Rejects produced from the plant shall have to be weighed in presence of representatives of both the CCL & WO and record of the same shall be signed jointly. Quantity of Rejects shall be in consonance with that derived from balance of products.

Further, sale/ disposal of rejects shall be done suitably by CCL. The weighing of such rejects shall be done at the weighbridges of WO in presence of representatives of both CCL and WO and shall be jointly signed and final.

1.14 FIRE FIGHTING ARRANGEMENT

The WO shall have to provide suitable, reliable and adequate firefighting system having firefighting hydrant points at strategic locations on all the floors as per BIS regulations and prevalent norms. In addition to this, fire extinguishers of different types suitable for industrial use shall be provided at all the required vulnerable locations.

1.15 ENVIRONMENT MANAGEMENT

Obtaining all necessary statutory/ regulatory and other clearances etc. prevalent in the country barring Environment Clearance and Forest Clearance shall be the responsibility of WO. CCL will give necessary assistance/ support to the WO to the extent possible.

CCL shall be responsible for obtaining Environment Clearance and Forest Clearance but WO shall give necessary assistance/support to CCL in this regard and be involved actively in the process as necessary. However, compliance of EC regulations and other statutory & regulatory clearances during the entire period of contract or extension, if any, shall be the responsibility of WO and for this purpose, any information/data required from CCL, if available, will be provided to the WO.

The WO shall be responsible for planning, designing, constructing, operating and maintaining the washery in an environmentally compatible/ friendly manner as per norms laid down by State & Central Pollution Control Boards/ department concerned.

Prospective bidders shall also elaborate Slurry Treatment section in detail in the Technical part of their offers.

1.16 WASHING CHARGES

CCL shall pay agreed washing charge to the WO. The washing charge is to be quoted by the bidder in terms of per tonne of raw coal processed on 'dry basis'. For payment of 1st part bill for a particular month raised by WO (i.e. 75%), the quantity of raw coal processed consider for payment shall be the quantity of raw coal processed as declared by WO for a particular month.

For payment of balance 25% of the bill, penalty/ bonus for OE shall be calculated on the difference in the quantity of washed/ clean coal arrived considering OE as 95% & Theoretical yield as determined in the laboratory on 'adb' and converted to 'dry basis' by independent agency and the actual quantity of washed/ clean coal loaded into the Railway wagons on 'dry basis'.

Note: i) All the calculations shall be done on 'dry basis'.

ii) Theoretical yield will be arrived from the data of washability test and other test carried out by the independent agency on monthly basis in presence of representatives of WO & CCL both.

Thus,

$$\text{Monthly Washing Charge (in ₹)} = \text{Monthly Quantity (in te) of Raw Coal ('dry basis') Processed} \times \text{Washing Charge (in ₹ per tonne of Raw Coal ('dry basis'))}.$$

The washing charge covers the cost for receiving & storage of raw coal, sizing & crushing, beneficiation, storage of products, delivery of products to the designated places, loading into Railway wagons, handling of rejects etc. WO shall also provide suitable weighing arrangements for raw coal receipt and products despatch.

The price to be paid to the WO for beneficiation/ washing charge shall also cover cost of transfer of rejects from the washery into identified reject storage site as per Cl. No. 1.13 as well as cost of handling & disposal of slurry, in case slurry is generated during beneficiation/ washing.

This washing charge consists of two parts viz. 'base price' and 'taxes & duties'. Base price does not include taxes & duties. Taxes & duties shall be reimbursed separately to the WO.

1.17 CONSTRUCTION PERIOD OF THE PROJECT

The Coal Washery will be constructed & commissioned by the successful/ selected bidder within 18 months from the date of signing of Contract or date of handing over of site whichever is later. The site will be handed over to the selected Bidder within 30 (thirty) days from signing of the Agreement.

In case construction & commissioning of washery is completed earlier from the schedule date of completion, CCL shall ensure supply of raw coal as per the availability, on mutually agreed basis upto the original date of schedule completion also. No commitment charges on short supply of raw coal by CCL shall be paid to the WO during this period. However, bonus/ penalty will be applicable during this period.

1.18 CONTRACT PERIOD

Contract period shall be for construction period of 18 months from the date of signing of contract or handing over of site whichever is later plus the period of eighteen (18) years from the date of commercial operation by the Washery Operator. Thereafter, the contract may be extended based on mutually agreed terms & conditions.

1.19 DESIRED INFORMATION

The desired information shall be furnished by the bidder as per the format enclosed as Exhibits/ Appendices/ Annexure/ Enclosures.

1.20 BROAD PARAMETERS

The bidders are required to furnish the broad parameters of the washery as per the format given at Appendix - 1.

SECTION - 2

GENERAL INFORMATION**2.1 LOCATION**

The proposed washery will be located in the premises of existing Kathara Washery of CCL in East Bokaro Coalfield, Kathara Area, District- Bokaro, State Jharkhand. The land for the proposed washery is in possession of CCL.

2.2 COMMUNICATION

The proposed New Kathara washery is located in premises of existing Kathara Washery which is easily approachable by road and rail. The plant is connected by road from Bokaro Steel City, Dhanbad, Giridih etc. Bokaro Thermal Railway station and Gomia Railway station are located approximately 4 kms. and 8 kms. respectively from New Kathara washery.

The nearest Airport connected by daily commercial flights is at Ranchi approximately at a distance of 120 kms.

2.3 TOPOGRAPHY

The contour of the proposed site is shown in the enclosed **Drawing No.1**.

2.4 DRAINAGE

The washery is located on the left bank of Damodar river.

2.5 CLIMATE AND RAINFALL DATA

The climate of the area is tropical. The temperature varies from maximum of 45°C to minimum of 8°C in winter. The maximum temperature rises during April to June and minimum is recorded during December to February. The monsoon period lasts from July to September when maximum rainfall takes place. The average annual rainfall is of the order of 1250 mm and the average monthly rainfall varies between 215 mm to 315 mm. The annual rainfall was 1351.38 mm (2014); 990.34 mm (2015); 829.05 mm (2016) and 1124.17 mm (2017 upto Nov. 2017).

2.6 MINEABLE RESERVES AND LINKAGE OF RAW COAL

Raw coal linkage to the proposed New Kathara washery is Govindpur Phase-II and Kathara colliery. The mineable reserves of Govindpur Phase-II and Kathara colliery as on 01.04.2017 of these mines are 44 Mt and 24 Mt respectively.

2.7 SITE PLAN

The drawing showing the site for setting up of proposed New Kathara washery under BOO concept is given in surface layout plan (refer **Drawing No.1**).

SECTION – 3**RAW COAL CHARACTERISTICS****3.1 GENERAL**

The raw coal supply of 3.0 Mty to the proposed Washery shall be from Govindpur Phase II and Kathara Colliery, percentage contribution being 64.7% and 35.3 % respectively. The available test results of Govindpur and Kathara coal are given hereafter:

3.2 COLLECTION OF SAMPLE

Coal samples were collected from Swang-C UG seam of Govindpur mine and tests were carried out by IIT(ISM) Dhanbad. Coal sample from Kathara mine were collected and tested at CMP Lab, CMPDI, Ranchi.

3.3 TEST PROCEDURE OF SWANG-C UG SEAM OF GOVINDPUR MINE

The test procedure for carrying out washability and other tests of Govindpur Coal is given hereafter:

- i. Collection of seam samples by IIT(ISM), Dhanbad in the presence of CCL representatives.
- ii. Crushing of as received coal samples directly down to 13mm size.
- iii. Size and size wise ash analysis as per the following size distribution:
-13+0.5mm, -0.5+0.25mm, -0.25+0.1mm and -0.1mm.
- iv. Float & Sink tests of 13-0.5mm fraction at specific gravities of 1.30, 1.35, 1.40, 1.45, 1.50, 1.55, 1.60, 1.70, 1.80, and 1.9 and generation of washability data.
- v. Float & Sink tests of -0.5mm fraction at specific gravities of 1.30, 1.35, 1.40, 1.45, 1.50, 1.55, 1.60, 1.70, 1.80, and 1.9 and generation of washability data.
- vi. Proximate analysis, FSI and LTGK of raw coal.

3.4 TEST RESULTS OF GOVINDPUR (SWANG-C UG)

3.4.1 SCREEN-CUM-ASH ANALYSIS

Representative RoM coal sample was drawn after coning & quartering and crushed down to 13 mm. The same was subjected to screen analysis at 0.5mm, 0.25mm & 0.1mm mm aperture screens. Weight% and ash% were determined for respective size fractions. The test results are given hereafter in Table-3.1.

Table-3.1: Screen-cum-Ash Analysis

Colliery : Govindpur
 Seam : Sawang-C UG
 Sample tested: Raw Coal crushed to 13 mm

Size (mm)	Wt%	Ash%
13 - 0.5	84.91	34.80
0.5+0.25	4.85	25.84
0.25+0.1	2.30	26.91
-0.1	7.94	27.57
Total	100.0	33.61

3.4.2 FLOAT & SINK TEST OF 13-0.5 MM SIZE FRACTION

Float and sink tests of RoM coal crushed down to 13 mm size has been carried out at 1.3, 1.35, 1.4, 1.45, 1.5, 1.55, 1.6, 1.7, 1.8 & 1.9 specific gravities for 13-0.5 mm. The results are given in Table-3.2.

Table-3.2: Float & Sink Test Results

Colliery : Govindpur
 Seam : Swang-C UG
 Sample tested : Raw Coal crushed to 13 mm
 Size of coal tested : 13-0.5 mm

Sink-Float analysis of - 13mm + 0.50mm coarse coal								
Relative density	Max. Sp.	Differential		Cum float		Cum Sink		Z
		Wt.%	Ash%	Wt.%	Ash%	Wt. %	Ash%	
< 1.30	1.30	4.44	7.55	4.44	7.55	95.56	36.22	2.22
1.30 - 1.35	1.35	4.50	10.85	8.94	9.21	91.06	37.47	6.69
1.35 - 1.40	1.40	13.28	15.41	22.22	12.92	77.78	41.24	15.58
1.40 - 1.45	1.45	15.54	19.92	37.76	15.80	62.24	46.56	29.99
1.45 - 1.50	1.50	11.83	25.22	49.59	18.05	50.41	51.57	43.68
1.50 - 1.55	1.55	6.47	31.47	56.05	19.59	43.95	54.53	52.82
1.55 - 1.60	1.60	5.80	38.03	61.85	21.32	38.15	57.04	58.95
1.60 - 1.70	1.70	6.85	44.68	68.70	23.65	31.30	59.74	65.27
1.70 - 1.80	1.80	6.82	49.52	75.52	25.99	24.48	62.59	72.11
1.80 - 1.90	1.90	5.10	53.46	80.63	27.73	19.37	64.99	78.07
> 1.90	2.20	19.37	64.99	100.00	34.95	0.00	68.00	90.31
Total		100.0						

3.4.3 FLOAT & SINK TEST OF - 0.5 MM SIZE FRACTION

Float & sink tests of fine coal (i.e. -0.5 mm fraction) for size ranges 0.5-0.25 mm & 0.25-0.1 mm have been carried out at 1.3, 1.35, 1.4, 1.45, 1.5, 1.55, 1.6, 1.7, 1.8 & 1.9 specific gravities. The results are given in Table-3.3.

Table-3.3: Float & Sink Test Results

Colliery : Govindpur
 Seam : Swang-C UG
 Sample tested : Raw Coal crushed to 13 mm
 Size of coal tested : 0.5 – 0.25 mm & 0.25-0.10mm

Size: -0.50 + 0.250mm								
Relative density (rd)	Max. Sp. Gr.	Differential		Cum float		Cum Sink		Z
		Wt.%	Ash%	Wt.%	Ash%	Wt.%	Ash%	
< 1.30	1.30	30.68	4.64	30.68	4.64	69.32	35.23	15.34
1.30 - 1.35	1.35	13.31	12.93	43.99	7.15	56.01	40.52	37.34
1.35 - 1.40	1.40	9.89	17.21	53.88	8.99	46.12	45.52	48.94
1.40 - 1.45	1.45	5.66	20.48	59.54	10.09	40.46	49.03	56.71
1.45 - 1.50	1.50	5.41	26.10	64.95	11.42	35.05	52.57	62.24
1.50 - 1.55	1.55	4.97	29.64	69.92	12.71	30.08	56.35	67.43
1.55 - 1.60	1.60	2.32	33.12	72.24	13.37	27.76	58.30	71.08
1.60 - 1.70	1.70	4.38	40.43	76.62	14.92	23.38	61.64	74.43
1.70 - 1.80	1.80	3.83	47.33	80.45	16.46	19.55	64.44	78.53
1.80 - 1.90	1.90	3.63	52.10	84.08	18.00	15.92	67.26	82.27
> 1.90	2.20	15.92	67.26	100.00	25.84	0.00	0.00	92.04
Size: - 0.250 + 0.100mm								
Relative density (rd)	Max. Sp. Gr.	Differential		Cum float		Cum Sink		Z
		Wt.%	Ash%	Wt.%	Ash%	Wt.%	Ash%	
< 1.30	1.30	30.20	4.60	30.20	4.60	69.80	35.50	15.10
1.30 - 1.35	1.35	12.80	11.27	43.00	6.59	57.00	40.94	36.60
1.35 - 1.40	1.40	10.84	16.19	53.84	8.52	46.16	46.75	48.42
1.40 - 1.45	1.45	4.90	22.85	58.74	9.71	41.26	49.59	56.29
1.45 - 1.50	1.50	6.64	27.08	65.39	11.48	34.61	53.91	62.07
1.50 - 1.55	1.55	4.53	29.80	69.91	12.66	30.09	57.53	67.65
1.55 - 1.60	1.60	3.12	34.00	73.04	13.58	26.96	60.26	71.48
1.60 - 1.70	1.70	3.45	39.73	76.49	14.76	23.51	63.28	74.76
1.70 - 1.80	1.80	3.52	45.87	80.01	16.13	19.99	66.34	78.25
1.80 - 1.90	1.90	2.45	51.55	82.45	17.18	17.55	68.40	81.23
> 1.90	2.20	17.55	68.40	100.00	26.16	0.00	0.00	91.23

3.4.4 PROXIMATE ANALYSIS OF RAW COAL

Proximate analysis on air dried basis was carried out for raw coal sample. The results of proximate analysis and other tests are given in Table-3.4.

Table-3.4: Proximate Analysis of Raw Coal

Moisture%	Ash%	GCV (kcal/kg)	Volatile Matter%	Fixed Carbon%	CSN (FSI)	LTGK
1.46	33.43	5156.9	25.27	39.84	1	F

3.5 TEST PROCEDURE OF KATHARA COAL

Coal samples of combined seams was mixed and coning & quartering of the entire sample was carried out at CMP Laboratory, CMPDI, Ranchi. The sample preparation for various tests was carried out as per IS 436 Part I. The testing of samples were carried out as per relevant IS codes viz. IS 436 (Part I- Sec 1), 1350 (Part I & Part II), 6345 & 13810.

The test procedure is given hereafter:

- i) Screening of representative coal sample (as received in laboratory) at 200mm, 150mm, 100mm, 50mm, 25mm, 13mm, 6mm, 3mm & 0.5mm screen apertures and determination of ash% & moisture% of each screened fraction.
- ii) Proximate analysis of as-received coal sample under equilibrated condition i.e. 60%RH & 40°C including GCV & HGI.
- iii) Crushing of as received coal sample down to 80mm size and screening at 25mm, 13mm, 6mm, 3mm & 0.5mm screen apertures and determination of ash% & moisture% of each screened fraction.
- iv) Deshaling of 80-13mm coal at 1.80 sp.gr. and crushing of floats down to 13mm and screening at 6mm, 3mm & 0.5mm screen apertures and determination of ash% of each screened fraction.
- v) Float and sink test of 13-6mm, 6-3mm and 3-0.5mm size fractions of deshaled floats crushed down to 13mm and determination of wt% & ash% at each specific gravity (from 1.4 to 1.9 at an interval of 0.1).

-
- vi) Wet sieving of entire -0.5 mm size fraction at 72# (mesh), 100# (mesh), 200 # (mesh) & 300 # (mesh) obtained above and determination of wt% and ash% of each size fraction.
 - vii) Generation of clean coal at 18% ash and power grade coal at 34% ash based on the float and sink test
 - viii) Proximate analysis of crushed coal (-13mm), generated clean coal, power grade coal & rejects under equilibrated condition i.e. 60%RH & 40oC.
 - ix) Ultimate analysis, GCV, HGI and ash fusion temperature (IDT, HT & FT) of as received coal, generated clean coal, middlings (as per Sl. No. vii) & Petrographic studies of as received coal, crushed coal (-13mm), generated clean coal, power grade coal & rejects.
 - x) Determination of LTGK & Swelling Index of generated clean coal
 - xi) Determination of GCV and HGI of generated power grade coal & rejects.
 - xii) Flotation test of entire -0.5mm coal
 - xiii) Wet sieve analysis of concentrate and tailings obtained from froth flotation.

The test results of combined sample of Kathara OCP are given hereafter in subsequent paras.

3.6 TEST RESULTS OF KATHARA OCP COAL

3.6.1 SCREEN-CUM-ASH & MOISTURE ANALYSIS

3.6.1.1 SCREEN-CUM-ASH & MOISTURE ANALYSIS OF COMBINED RoM COAL SAMPLE

Representative of combined RoM coal sample was drawn after coning & quartering and was subjected to screen analysis at 200, 150, 100, 80, 50, 25, 13, 6, 3 and 0.5 mm aperture screens. Weight%, ash% and moisture% were determined for respective size fractions. The test results are given in Table-3.5. The gross calorific value (GCV) of as received sample is 4570 kcal/kg.

Table-3.5: Screen-cum-Ash & Moisture Analysis

Sample No.	: CMPDI/CMP/CMPLab/569/15-16
Company	: CCL
Area	: Kathara
Colliery	: Kathara
Seam	: Combined
Date of Collection	: 28/29.10.15
Date of receipt	: 31.12.15
Sample tested	: Uncrushed (Raw Coal)

Size (mm)	Wt %	Ash %	Moist. %
+200	7.3	29.5	1.3
200 -150	14.6	27.4	1.4
150 -100	20.6	27.1	1.4
100-80	11.5	26.4	1.5
80 - 50	15.3	24.5	1.7
50 - 25	7.9	22.1	1.8
25 - 13	8.0	21.3	1.8
13 - 6	5.5	20.6	1.9
6 - 3	3.7	19.3	2.2
3 - 0.5	3.1	17.8	2.3
- 0.5	2.5	21.7	2.2
Total	100.0	24.9	1.6

3.6.1.2 SCREEN-CUM-ASH & MOISTURE ANALYSIS OF COMBINED RoM COAL SAMPLE CRUSHED DOWN TO 80 MM

Screen analysis of combined RoM coal sample crushed down to 80 mm of combined seam was carried out at 80, 50, 25, 13, 6, 3 and 0.5 mm aperture screens. Weight%, ash% and moisture% were determined for respective size fractions. The results are given in Table-3.6 & 3.7.

Table-3.6: Screen-cum-Ash & Moisture Analysis

Sample No. : CMPDI/CMP/CMPLab/569/15-16
 Company : CCL
 Area : Kathara
 Colliery : Kathara
 Seam : Combined
 Date of Collection: 28/29.10.15
 Date of receipt : 31.12.15
 Sample tested : Crushed to -80 mm **PART - II**

Size (mm)	Wt %	Ash %
80 - 50	34.7	27.7
50 - 25	24.2	24.9
25 - 13	15.4	22.8
13 - 6	10.3	22.3
6 - 3	5.8	20.4
3 - 0.5	5.4	19.7
- 0.5	4.2	24.8
Total	100.0	24.7

Table-3.7: Raw coal crushed to - 80 mm and screened at 13 mm

Size (mm)	Wt %	Ash %
80 -13	74.3	25.8
-13	25.7	21.7
Total	100.0	24.7

3.6.2 DESHALING OF 80-13 MM RAW COAL

80-13 mm size fraction coal was deshaled at 1.8 sp. gr. in the laboratory and determination of weight% & ash% of deshaled coal and rejects was carried out. The same is given in Table-3.8.

Table-3.8: Balance of products on deshaling 80-13 mm fraction at 1.8 sp. gr.

Sp. Gr.	Wt%	Ash%
< 1.80	94.4	22.8
> 1.80	5.6	74.6
Total	100.0	25.7

The deshaled coal (float) was crushed down to 13 mm and mixed with natural -13 mm raw coal. Screen-cum-ash analysis of entire -13 mm size fraction was carried out at 6 mm, 3 mm & 0.5 mm aperture screens. The same is given in Table-3.9.

Table-3.9: Deshaled coal (1.80 float of 80-13mm) crushed to –13mm mixed with –13mm natural raw coal and screened at 6, 3 & 0.5mm sized screens

Size (mm)	Wt %	Ash %
13 - 6	44.8	24.0
6 - 3	29.5	22.5
3 - 0.5	25.7	20.1
Total	100.0	22.6

3.6.3 FLOAT & SINK TESTS OF DIFFERENT SIZE FRACTIONS

Float and sink tests of the deshaled coal (float) crushed down to 13 mm and mixed with natural -13 mm raw coal has been carried out at 1.4, 1.5, 1.6, 1.7, 1.8 & 1.9 specific gravities for different size fractions of 13-0.5 mm. The results are given in Table-3.10.

Table-3.10: Float & Sink Test Results

Sample No. : CMPDI/CMP/CMPLab/569/15-16
 Company : CCL
 Area : Kathara
 Colliery : Kathara
 Seam : Combined
 Date of Collection : 28/29.10.15
 Date of receipt : 31.12.15
 Sample tested : Deshaled coal crushed to -13 mm mixed with -13 mm natural raw coal

Size(mm)	13 - 6		6 - 3		3 - 0.5		13 - 0.5				
Wt %raw	38.5		25.4		22.1		86.0				
Wt %100	44.8		29.5		25.7		100.0				
Sp.gr.	Wt. %	Ash %	Wt. %	Ash %	Wt. %	Ash %	Wt%	Ash%	Cu.Wt%100	Cu.Ash%	Cu.Wt%raw
<1.40	37.7	13.1	38.3	11.8	51.5	10.8	41.4	12.0	41.4	12.0	35.6
1.40 -1.50	33.0	23.1	36.7	21.7	26.3	20.8	32.4	22.2	73.8	16.5	63.5
1.50 -1.60	16.3	32.5	11.2	31.6	10.0	30.3	13.2	31.8	87.0	18.8	74.8
1.60 -1.70	5.9	40.0	6.9	39.6	3.9	39.4	5.7	39.8	92.7	20.1	79.7
1.70 -1.80	3.6	47.9	3.1	47.5	2.9	46.3	3.3	47.4	95.9	21.0	82.5
> 1.80	3.5	62.3	3.8	60.6	5.4	59.2	4.1	60.8	100.0	22.6	86.0
Total	100.0	24.1	100.0	22.5	100.0	20.1	100.0	22.6	-	-	

3.6.4 GENERATION OF CLEAN COAL

13-0.5 mm size fraction coal obtained on mixing deshaled coal crushed down to 13mm alongwith natural -13mm coal was cut at 1.57 sp. gr. in the laboratory for generation of clean coal and determination of weight% & ash% of clean coal and middlings was carried out. The same is given in Table-3.11.

Table-3.11: Generation of Cleans at 1.57 sp. gr.

Sp.Gr.	Wt %	Ash %
<1.57	83.1	17.9
>1.57	16.9	46.1
Total	100.0	22.7

3.6.5 FROTH FLOTATION TEST

Froth flotation test has been carried out for -0.5 mm fraction obtained from - 13 mm size fraction coal obtained on mixing deshaled coal crushed down to 13mm alongwith natural -13mm coal. The results are furnished in Table-3.12.

Table-3.12: Froth Flotation Test Results

Sample No. : CMPDI/CMP/CMPLab/569/15-16
 Company : CCL
 Area : Kathara
 Colliery : Kathara
 Seam : Combined
 Date of Collection : 28/29.10.15
 Date of receipt : 31.12.15
 Sample tested : Deshaled coal crushed to -13 mm mixed with
 13 mm natural raw coal

Solid Concn. %	RPM	Diesel oil	Pine oil	Collection Time(min.)	Clean		Tailings		Overall Ash %
		Kg/T	Kg/T		Wt %	Ash %	Wt %	Ash %	
10	1300	0.8	0.2	3.0	87.0	16.6	13.0	64.3	22.8
10	1300	1.2	0.3	3.0	88.2	17.4	11.8	62.1	22.7
10	1300	1.6	0.4	3.0	89.7	18.3	10.3	59.2	22.5
10	1300	2.0	0.5	3.0	91.5	19.3	8.5	58.0	22.6

Operating conditions: Size of sample: - 0.5 mm; Solid concentration: 10 %;
 Pulp density: 33% Mixing time: 2.0 minute;
 Condition time: 3.0 minute

3.6.6 WET SIEVE ANALYSIS

Wet sieve analysis of -0.5 mm fraction obtained from -13 mm size fraction coal obtained on mixing deshaled coal crushed down to 13mm alongwith natural -13mm coal has been carried out at 72#, 100#, 200# & 300# sieve apertures and weight% & ash% of each fraction was determined. The results are given in Table-3.13. Wet sieve analysis of froth & tailings of flotation test were also carried out and are given in Table-3.13 & 3.14 respectively.

Table-3.13: Wet Sieve Analysis

Size (mesh)	Wt %	Ash %
+72	56.3	23.4
72 - 100	7.3	21.3
100 - 200	14.6	19.5
200 - 300	7.9	21.9
-300	13.9	25.2
Total	100.0	22.8

Table-3.14: Wet Sieve Analysis of Froth

Size (mesh)	Wt %	Ash %
+72	55.9	18.2
72 - 100	7.3	18.0
100 - 200	9.6	16.4
200 - 300	13.8	17.4
-300	13.4	21.6
Total	100.0	18.4

Table-3.15: Wet Sieve Analysis of Flotation Tailings

Size (mesh)	Wt %	Ash %
+72	58.6	58.9
72 - 100	7.0	57.0
100 - 200	10.1	56.1
200 - 300	6.9	58.0
-300	17.4	62.2
Total	100.0	59.0

3.6.7 PROXIMATE ANALYSIS OF RAW COAL (AS RECEIVED) CLEAN COAL & MIDLINGS

Clean coal of 13-0.5 mm size fraction obtained from -13 mm size fraction coal obtained on mixing deshaled coal crushed down to 13mm alongwith natural -

13mm coal at about 18±0.5% ash has been generated. Proximate analysis and other tests of raw coal (as received), clean coal at 18±0.5% ash level & middlings on air dried basis was carried out. The results of proximate analysis are given in Table-3.16.

Table-3.16: Proximate Analysis & other tests of Clean Coal & Middlings

Nature of Coal	M %	Ash %	VM %	FC %	LTGK	SI
Raw	1.5	24.8	26.6	47.1	-	-
Clean	2.7	17.9	27.6	51.8	F	1.5
Power Grade Coal	1.8	46.1	23.4	28.7	-	-

3.6.8 PETROGRAPHIC ANALYSIS

Petrographic analysis of raw coal, crushed coal (-13mm), clean coal and middlings are given in Table-3.17.

Sample No. : CMPDI/CMP/CMPLab/569/15-16
 Company : CCL
 Area : Kathara
 Colliery : Kathara
 Seam : Combined
 Date of Collection : 28/29.10.15
 Date of receipt : 31.12.15
 Sample tested : Deshaled coal crushed to -13 mm mixed with -13 mm natural raw coal

Table-3.17: Petrographic analysis of raw coal, crushed coal(-13mm), clean coal and middlings

Sample tested	Maceral composition %				Maceral composition % (Vmmf %)			Rr%
	Vit	Lipt	Int	Vmm	Vit	Lipt	Int	
	Raw Coal	47.6	8.9	29.2	14.3	55.5	10.4		34.1	0.80
Clean Coal	53.5	9.3	26.3	10.9	60.0	10.4	29.5	0.80
Power Grade Coal	34.7	12.8	19.7	32.8	51.6	19.0	29.3	0.78

Note: Vit: Vitrinite, Lipt: Liptinite, Int: Inertinite, MM: Mineral Matter
 Rr. Random Vitrinite Reflectance, VMM : Visible Mineral Matter.

3.7 INDICATIVE BALANCE OF PRODUCT FOR VIABILITY PURPOSE

The indicative balance of product for viability purpose is given at Table – 3.18.

Table-3.18: Indicative balance of product for viability purpose

Products	Yield %	Ash%
Washed/ Clean coal	60.6	18.0
Washed Coal (power)	6.8	34.0
Rejects	32.6	52.2
Total	100.0	30.5

SECTION - 4

COMMERCIAL TERMS & OTHER CONDITIONS AND PRICE BID

4.1 ACCEPTANCE OF TERMS & CONDITIONS

Bidder shall confirm that all the terms & conditions laid down in the Bid Document are acceptable to them.

4.2 LANGUAGE OF BID

The language of the Agreement, drawings & all correspondences between the Company and the Bidders shall be in English.

4.3 CONTRACT DOCUMENTS

The contract document shall consist of duly signed Contract Form (refer Enclosure-V) on Non-Judicial Stamp Paper and the following:

- (i) Bid document, offer submitted, subsequent correspondences/ clarifications, etc.
- (ii) Letter of Intimation (Lol) issued to the Lowest Bidder
- (iii) Letter of Award by CCL & its acceptance by the WO,
- (iv) Commercial Terms & Other Conditions of Contract for the entire contract period for set up & operation both,
- (v) All Technical Specifications alongwith Contract Drawings/ Finalized Work Programme
- (vi) Proforma of applications for payment to WO for washing charges
- (vii) Lease Agreement between CCL & Selected Bidder and Security Deposit

4.4 TIME - THE ESSENCE OF CONTRACT

4.4.1 The time and the date of completion of the works as stipulated in the WO's proposal and accepted by the Company without or with modifications, if any and so incorporated in the award letter shall be deemed to be the essence of the contract. The WO shall so organise his resources and perform his work as to complete it not later than the date agreed to.

4.4.2 The bidder shall make available to CCL a detailed work programme along with his offer for setting up of the proposed washery. (Appendix-2, B)

4.4.3 The Preferred Bidder shall enter into a Contract with CCL within 45 (forty five) days from the date of issue of Letter of Award or within such extended time as may be granted by CCL. Also refer Cl.No. 19 of Detailed E-tender Notice.

4.5 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY

Refer Cl no. 3 of Detail e-tender notice

4.6 SECURITY DEPOSIT (SD)

The successful bidder shall submit, a Bank Guarantee of an amount equivalent to 10 (ten)% of the annual washing charges [For calculation of amount of SD, Annual Washing charge = 3000000 tonnes x L1 washing charge in ₹/tonne of raw coal (dry)], from a schedule/ nationalised Bank, within a week after receipt of Letter of Award and before signing of the contract, to ensure that the successful bidder takes up the work in right earnest and also for deduction on account of liquidated damage for late commissioning of the plant and failure to pay land rent, electricity & water charges, penalties etc. along with applicable GST during construction and operation. The security deposit amount shall be valid upto 3 months beyond initial period of 18 months for set up or any extended period, if required plus first year of commercial operation. Thereafter, the said SD shall have to be replaced each year by a new SD commensurating with the revised annual washing charge. The new SD shall be valid upto three months beyond the year for which the same has been submitted. The SD submitted earlier shall be refunded to the WO each year after receipt of new SD by CCL. This process of submission

of SD by WO & its refund by CCL shall continue till the expiry of the Agreement for fulfilment of all contractual obligations. The format for submission of Bank Guarantee for SD is given as **Enclosure II**.

The aforesaid Bank Guarantee (BG) against security deposit (SD) shall be encashed by CCL in full or part under the following conditions:

- a) If the selected bidder quit from the job, any time after signing the Agreement during the entire period of contract, in such case the entire BG shall be forfeited by CCL.
- b) In case the selected bidder fails to fulfil the contractual obligations, including performance of the plant, CCL shall be at liberty to deduct/ appropriate any amount, that is due and payable by the WO to CCL, from the Security Deposit (SD) as may be determined in terms of the contract.

NOTE:

1. Structured Financial Messaging System (SFMS)

i) The Bank Guarantee (BG) issued by the issuing Bank on behalf of washery operator, contractor, supplier, customer in favour of “Central Coalfields Limited” shall be in paper form as well as issued under “Structured Financial Messaging System (SFMS)”.

ii) CCL has chosen State Bank of India to act as advising / beneficiary bank of CCL. The Bank issuing the guarantee shall have to send confirmation through SFMS through this Bank.

iii) The details of beneficiary (i.e. CCL) for issue of Bank Guarantee (BG) under SFMS platform is furnished below:

STATE BANK OF INDIA AS ADVISING BANK OF CCL:

i.	Name of the Beneficiary and its details.	i	Name	Central Coalfields Limited (CCL)
		ii	Area	CCL - HQ. Ranchi
		iii	Name of Bank	State Bank of India
		iv	Bank Account No.	10106155123
		v	Department	Washery Construction
ii.	Beneficiary's Advising Bank,	i	Name of Bank	State Bank of India
		ii	Bank Branch name	SME Branch

Branch and address for confirmation of BGs through SFMS.	iii	Branch code	09620
	iv	IFSC Code	SBIN0009620
	v	Beneficiary Bank Branch & Address	State Bank of India, SME Branch, Doranda, Ranchi – 834 002, JHARKHAND

iv) The Supplier/ Contractor/ Customer are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.

v) The Guarantor (BG issuing bank) shall send information about issuance of this guarantee through SFMS gateway to the State Bank of India, SME Branch, Doranda, Ranchi – 834002 (IFSC-SBIN0009620), to add in the process of confirmation of Bank Guarantee.

vi) The Guarantor (BG issuing bank) shall also send information about issuance of this guarantee to its local operating branch at Ranchi to add in the process of confirmation as well as claim for encashment of Bank Guarantee.

vii) The original Bank Guarantee issued by the outstation bank shall be sent by the issuing bank to Washery Construction Department, Damodar Building, Central Coalfields Limited, Darbhanga House, Ranchi-834029, Jharkhand by Speed Post/ Registered Post (AD).

2. GENERAL INSTRUCTION FOR SECURITY DEPOSIT:

i) No extension of Bank Guarantee for a period of less than 3 (three) months shall be accepted.

ii) Bank Guarantees issued by outstation Banks shall be operative at their local branch i.e. Ranchi.

iii) Bank Guarantees shall contain complete Postal Address, Telephone Number, FAX Number and e-mail address of both the outstation bank issuing the BG as well as its local operating branch at Ranchi.

4.7 LAND

4.7.1 For construction of the washery, 11.33 Ha land within existing Kathara washery premises will be provided by CCL on lease rent basis to be paid at prevalent rate (the indicative land lease rent is ₹90.12/m²/year as on 21.03.17) as shown in **Drawing 1** (as vacant land within existing washery premises). In the given 11.33 Ha, abandoned structure to be demolished by the WO is also shown in Drawing 1, however, the existing infrastructural facilities shown in the drawing are neither to be utilised by WO nor to be dismantled.

The initial lease period is for 18 months of construction period and extension, if any from the date of signing of Contract or handing over of site whichever is later plus 18 (eighteen) years from the date of start of commercial operation or thereafter extended period on mutually agreed terms and conditions. After expiry of the Contract, WO will handover the site leased out to him & washery alongwith all auxiliaries & infrastructures to CCL without any monetary claim. No land will be provided for colony or any other purpose.

4.7.2 CCL shall pay all taxes and impositions, as applicable in respect of the said land including the enhancement of rates and taxes payable either to Panchayat/ Municipality/ Government.

4.7.3 The successful bidder shall be responsible for surveying, soil testing, levelling and grading of sites and all pre-constructional development works.

4.7.4 The successful bidder shall not be entitled to transfer, assign or mortgage the land and shall use the said land only for construction of washery and supply washed/clean coal, washed coal (power), slurry & rejects of the washery only to CCL. The successful Bidder shall also not be entitled to let out, transfer, assign, mortgage or allow others to use the said land as well as structure/ building constructed thereon.

4.7.5 The successful bidder shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the site.

4.7.6 On expiry of contract period, the WO shall yield to and deliver upon peaceful possession of land leased out to him & washery alongwith auxiliaries & infrastructures to CCL without any monetary claim.

4.7.7 All operations necessary for the execution of the works at site and for the construction of any temporary works shall, so far as compliance with the requirements of the Contract permit, be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in possession of the other agency or any other person and the WO shall save harmless and indemnify CCL in respect of all claims, demands, proceedings, damages, cost charges and expenses whatsoever arising out of or in relation to any such matters in so far as the bidder is responsible thereof.

4.8 SITE VISIT

4.8.1 Contour plan of the washery site is given in enclosed **Drawing No.1**. The responsibility of leveling of the site upto the desired level lies with the WO.

4.8.2 The Bidder, at the Bidder's own responsibility, cost and risk shall visit and examine the Washery Site and its surroundings and obtain all information that may be necessary for preparing the Offer and entering into a Contract for construction of the Washery.

4.8.3 It shall be deemed that the Bidder has visited the site/ area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto (whether he actually visits the site/ area or not) and has taken all the factors into account while quoting his rates and prices.

4.9 POWER

Whenever, power will be provided by CCL the same shall be on chargeable basis at the rate charged by DVC to CCL. Prevailing rate of power at the time of construction / operation will be charged from WO.

4.10 WATER

Whenever water will be provided by CCL, the same shall be on chargeable basis. Prevailing rate of water at the time of construction / operation will be charged from WO.

4.11 COMMISSIONING AND TRIAL OPERATION SCHEDULE

4.11.1 The successful bidder shall construct and commission the washery within 18 months from the date of signing of Agreement or handing over the site whichever is later. During the commissioning period, the authorised representatives of CCL will observe the performance of the washery.

4.11.2 CCL will supply requisite quantity of raw coal to the WO for carrying out the load trial run and performance guarantee tests by the WO. CCL shall have to be informed by the WO in writing at least thirty (30) days in advance for the coal.

4.11.3 CCL will not bear any cost of beneficiation during the commissioning period. However, all the products obtained after washing during commissioning period will be the property of CCL.

4.11.4 The bidder shall carry-out the trial-operation/ commissioning for a period of three (3) months. In case, the successful bidder fails to achieve the desired Performance Guarantee parameter (i.e. 95% OE), the above trial test may be extended suitably on mutually agreed basis. No washing charges will be paid during this trial test period.

4.11.5 Commercial Operation shall start only after successful PGT and acceptance of the same by CCL.

4.12 LIQUIDATED DAMAGE FOR LATE COMMISSIONING

4.12.1 The bidders in their offer shall guarantee the construction period (including commissioning) of 18 months which will be effective from the date of signing of Agreement or handing over the site whichever is later. In case, the commissioning of the plant is delayed beyond the schedule period of 18 months for the reasons not attributable to CCL, the successful bidder shall have to pay CCL liquidated damage at the rate of 2.5 percent of the annual washing charge (as per quoted value in the offer) along with applicable GST for each month of delay in commissioning of the plant, subject to a maximum of 10% of the annual washing charge along with applicable GST [For calculation of amount of LD, Annual Washing charge = 3000000 tonnes x L1 washing charge in ₹/tonne of raw coal (dry)]. Liquidated damage for late commissioning is however subject to force majeure clause.

4.12.2 The Company, if satisfied, that the works can be completed by the WO within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D., the Company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the WO as agreed damages equivalent rate specified in para 4.12.1.

4.12.3 The Company, if not satisfied that the works can be completed by the WO, and in the event of failure on the part of the WO to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to terminate the contract.

4.12.4 The Company, if not satisfied with the progress of the contract and in the event of failure of the WO to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

4.12.5 In the event of such termination of the Contract as described in Cl. No. 4.12.3 or 4.12.4 or both, the Company, shall be entitled to recover L.D. upto 10% value of annual washing charge and forfeit the Security Deposit. In such case, CCL shall take over the plant without paying any compensation thereof.

4.12.6 The Company may waive the payment of liquidated damages, depending upon merit of the case, on request received from the WO if the entire work is completed even within the period extended by CCL.

4.13 PATENT RIGHTS AND ROYALTIES

Royalties and fees for patent covering materials, articles, apparatus, devices, equipment or processes used in the works to be paid shall be the responsibility of the WO. The WO 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 Company indemnified in that regard. The WO 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 WO shall pay for such award. In the event of any suit or other proceedings instituted against the Company, the same shall be defended at the cost and expense of the WO who shall also satisfy/ comply and decree, order or award made against the Company. In no case, the Company shall be held responsible for the above.

4.14 GOVERNING LAWS & RULES

The WO shall familiarise himself with and be governed by all laws and rules of India and local statutory orders and regulations applicable to his subject work from time to time.

4.15 DELAYS BY CCL

In case the WO's performance is delayed due to any fault attributable to CCL, then the WO shall be given due extension of time for completion of the works,

to the extent such fault attributable to CCL has caused delay in the WO's performance.

Further, if such delay caused increase in the washing charges, then CCL shall examine the justification for such claim and if satisfied, the extent of increase in washing charges shall be paid as per the escalation clause (refer Cl. No. 4.45).

4.16 GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Bidder/ WO or his partner, agent, officers, director, employee or servant or any one of his or their behalf in relation to the obtaining or to the execution of this or any other contract with CCL, shall, in addition to any criminal liability which it may incur, subject the WO to the cancellation of this and all other contracts and also to payment of any loss or damage to the CCL resulting from any cancellation. The CCL shall then be entitled to deduct the amount so payable from any moneys otherwise due to the WO under the contract.

4.17 LANGUAGE AND MEASURES

Refer Cl no. 12 of Detail e-tender notice

4.18 SETTLEMENT OF DISPUTES

It is incumbent upon the successful bidder to avoid litigation and disputes during the course of execution. However, if such disputes takes place between the successful bidder and the CCL, effort shall be made first to settle the disputes at CCL level.

The successful bidder should make request in writing to the Engineer-in-charge for settlement of such disputes/ claim within 30 (thirty) days of arising of the disputes/ claim failing which no disputes/ claims of the successful bidder shall be entertained by CCL.

If differences still persist, the settlement of the dispute shall be resolved in the following manner:

a) Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & excise 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.

b) 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).

4.18 A SETTLEMENT OF DISPUTES THROUGH ARBITRATION

If the Successful bidder and CCL fail to resolve the disputes/differences by in house mechanism, then, depending on the position of the case, either the Successful Bidder or the CCL shall give notice to other party to refer the matter to arbitration instead of directly approaching Court. The Successful Bidder shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the clause 4.18.

In case of parties other than Govt. agencies, the redressal of disputes/differences shall be sought through Sole Arbitration as under.

Sole Arbitration:

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 CMD of CCL. The award of the arbitrator shall be final and binding on the parties of this Contract.

(a) 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 CMD of CCL to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

(b) It is further a term of this contract that no person other than the person appointed by CMD of CCL 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 thereunder 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.
Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.

Contracts with Partnership firm/ Consortium:

The Partnership firm / Consortium is required to submit written consent of all the partners to above arbitration clause at the time of submission of bid.

4.19 COST OF BIDDING

Refer Cl no. 22 of Detail e-tender notice

4.20 AMENDMENT OF BIDDING DOCUMENTS

Refer Cl no. 7 of Detail e-tender notice

4.21 AGREEMENT

4.21.1 The successful bidder shall when called upon to do so, enter into and execute an Agreement for the subject work on BOO concept. The Agreement shall be operative initially for 18 months of construction period and extension, if any from the date of signing of Contract or handing over of site whichever is later plus 18 (eighteen) years from the date of start of commercial operation or thereafter extended period on mutually agreed terms and conditions.

4.21.2 If the successful bidder fails or neglects to observe or perform or commits or allows to be committed breach of any of the terms, conditions, provisions or stipulations of the Agreement on its part to be observed and performed and if such breach is remediable, fails to remedy the same within 6 (six) months of the notice by CCL specifying such default and requiring such default to be remedied, then CCL will be entitled to terminate the Agreement and take possession of the land and the plant as is where is basis without giving any compensation on this account to the successful bidder/ WO and the coal washery (land including buildings, structures, machinery etc.) shall rest in and be the absolute property of CCL.

4.21.3 The Agreement shall come to an end:

- i) If the successful bidder goes into liquidation
- ii) If the successful bidder fails to obtain statutory approvals as required.

4.21.4 At the expiration of the Agreement, the WO shall yield to and deliver upon CCL peaceful possession of land including buildings, structures and machinery without claiming any compensation value thereof and the coal washery shall rest in and be the absolute property of CCL.

4.21.5 In the event of acquisition of the washery or any portion thereof prior to completion of contract by any agency other than CCL under any act for the time being in force, the amount of compensation that will be awarded for the land & coal left in the washery premises shall belong to CCL and that of plant and equipment and building etc. shall belong to the WO. The compensation money, if any, paid by the agency for loss of business shall be shared equally between CCL and the WO.

4.22 LAW GOVERNING AGREEMENT

The Agreement shall be governed by the law as is applicable in India and shall be construed in accordance thereto. The Court of Law at Ranchi in Jharkhand, India only have the jurisdiction to deal with and decide any legal matter on dispute what so ever arising out of the contract.

4.23 COMPLETION OF CONTRACT

Unless otherwise terminated under the provisions of any other relevant clause, the Contract of the washery shall continue till expiry of contract for operation & maintenance i.e. 18 years from the date of commercial operation of the washery or thereafter extended period on mutually agreed terms and conditions.

4.24 HANDING OVER OF LAND & PLANT BY WO TO CCL

After expiry of contract i.e. after 18 years of commercial operation or thereafter extended period on mutually agreed terms and conditions, WO will handover the land including buildings, structures and machinery to CCL without any monetary claim before the expiry of the validity of Security Deposit. The WO shall also handover various information/ document regarding the plant viz. engineering data, drawings, manuals and also those relating to different approval in this regard.

4.25 ENGINEER'S DECISION

4.25.1 In respect of all matters which are left to the decision of EIC including the granting or with-holding of the certificates, EIC shall, if required to do so by the WO give in writing a decision thereon.

4.25.2 If in the opinion of the WO, a decision made by EIC is not in accordance with the meaning and intent of the contract, the WO may file with EIC within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of EIC's decision and the decision shall become final and binding.

4.25.3 EIC's decision and the filing of the written objection thereto shall be a condition precedent to the right to any legal proceedings. It is the intent of the Contract that there shall be no delay in the execution of the works and the decision of EIC as rendered shall be promptly observed.

4.26 WO'S CO-OPERATION WITH CCL

In cases where electricity, water, etc. are provided by CCL, the WO shall strictly adhere to perform only in the manner stipulated by CCL.

4.27 DEFENCE OF SUITS

If any action in court is brought against CCL or engineer or an officer or agent of CCL for failure or neglect on part of the WO to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence on part of the WO, his agents, representatives or his sub-Contractors, workmen, suppliers or employees, the WO shall in all such cases indemnify and keep CCL, and EIC and/ or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

4.28 MARGINAL NOTES

The marginal notes to any clause of the contract shall not affect or control the construction of such clause.

4.29 ASSISTANCE IN PROCUREMENT OF MATERIALS

All the materials required for execution of the agreement shall be supplied by the successful bidder. CCL may, on demand, issue an Essentiality-Certificate (EC) to the successful bidder to enable him to procure steel and cement. However, procurement of such materials against the EC issued by CCL shall not be linked in any way with the completion schedule of the subject work and the procurement will be the sole responsibility of the successful bidder.

In case the use of imported materials/ equipment becomes essential, then the successful bidder shall obtain clearance from the Director General Technical Development (DGTD) and other relevant authority. CCL may on request of the successful bidder, render the necessary assistance in obtaining the import licence.

4.30 STORES

The WO shall maintain spares (for 2 years) for both indigenous and imported equipment, special tools & tackles covering all mechanical, electrical and instrumentation items for smooth operation & maintenance of the plant.

4.31 SUBMISSION OF OFFER

Refer CI No. 11 of Detail e-Tender Notice

4.32 SPARES

A list of the recommended spares & critical spares will have to be furnished as Appendix - 5. These recommended spares for indigenous and imported equipment, special tools & tackles covering all mechanical, electrical and instrumentation items for operation & maintenance of the washery shall have to be provided by the WO and at the time of completion/ termination of the contract period, the same should be handed over to CCL without any monetary claim.

4.33 GENERAL CONDITIONS

4.33.1 Operation & Maintenance of P&M

The successful bidder shall use and operate the machinery carefully and maintain the same in good working condition and repair/replace at his own cost and expenses in conformity with the instructions or operational manuals given by the manufacturer and comply with all statutory and other requirements of law, rules, regulations and directions applicable to the storage of fuel, oil, lubricant and machinery or installation and operation of the Coal Washery and ensure that the machinery are operated by suitably trained and qualified personnel for the purpose for which it is designed.

4.33.2 Insurance

4.33.2.1 The successful bidder shall insure all plant and machinery, working personnel including raw coal & products (also at the loading site) to receive the compensation money against risks of fire, riot, lightning, explosion, earthquake,

storm, tempest, flood, war, malicious damage, theft, civil commotion or such other acts from time to time.

4.33.2.2 Any proceeds receivable from the Insurance Company shall be used by the successful bidder to make good the damages and payment of compensation.

4.33.2.3 In the event of any irreparable loss or damage to the plant and machinery as a whole or the Insurance Company refusing to pay the claim arising out of any loss on the gross negligence and violation of the condition of insurance policy, the successful bidder shall replace the damaged plant/ equipment at his own cost to resume the washery operation.

4.33.2.4 In the event of any losses or expenses or damages suffered by CCL due to any claim made against CCL by any person for suffering any injury or damages to any person/ property whatsoever arising out of or in consequence of any action or omission or commission on the part of the successful bidder or in violation of statutory provisions in connection with erection, operation and maintenance of the washery, the successful bidder shall keep CCL indemnified for any claim, demand, proceeding, damages, cost, charges and expenses whatsoever in respect of or in relation thereto by taking suitable insurance policy.

4.33.2.5 The successful bidder shall ensure that the insurance policy/ policies are kept alive till full expiry of the Agreement by timely payment of premiums and similar insurance policies are also taken by his sub-contractors, if any. The cost of premiums shall be borne by the WO. The WO's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

4.33.2.6 The WO shall provide the Company with a copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of document shall be submitted to the Company immediately after such insurance coverage. The WO shall also inform the Company in writing at least sixty (60) days

in advance, regarding the expiry, cancellation and/or change in any of such documents and ensure revalidation/ renewal, etc. as may be necessary well in time. Copy of the premium receipts and such records which evidences that the policy remains valid and alive and shall also be furnished regularly to the CCL by the WO without failure.

4.33.3 Safety

4.33.3.1 The successful bidder shall at all times exercise reasonable precautions for the safety of employees in the performance of his contract and shall comply with all applicable provisions of the safety laws drawn up by the State or Central Government or municipalities and other authorities in India. The successful bidder shall comply with the provisions of the safety Handbook as approved and amended from time to time by the Government of India.

4.33.3.2 The successful bidder shall familiarise himself with and be governed by all laws and rules of India and local statutory orders and regulations applicable to his work.

4.33.4 Progress Report

The successful bidder shall furnish to CCL or its authorised representative with relevant reports from time to time regarding the successful bidder's organisation and the progress made by him in the execution of the work as per the Agreement.

4.33.5 Taxes and Duties

4.33.5.1 All relevant taxes & duties and/or Goods & Services Tax (GST), whether Local/ Municipal, Provincial or Central, levies etc. lawfully assessed, which are payable or may become payable in their business operation during the entire period of contract shall be to the successful bidder's account.

4.33.5.2 In the event of recovery of any claim towards LD charges, Penalty, Fee, Fine, charges for independent agency or any other charges (except EMD) from the WO the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the WO against their Bill/Invoice or any other dues.

4.33.5.3 All relevant taxes & duties and/or Goods & Services Tax (GST) pertaining to washing charge shall be reimbursed by CCL to the WO on actuals after producing documentary evidences in support of taxes & duties paid by the WO.

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

Similarly, if there is any decrease in such applicable taxes, duties, levies, etc on the rate existing on the last date of submission of Bid the same shall become recoverable from the WO.

4.33.6 Declaration

All operations necessary for the execution of the subject work and for construction of any temporary works shall, so far as compliance with the requirements of the agreement permit, be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in possession of CCL or any other person and the successful bidder shall save harmless and indemnify CCL in respect of all claims, demands, proceedings, damages, cost, charges and expenses whatsoever arising out of or in relation to any such matters in so far as the successful bidder is responsible therefor.

4.33.7 Statutory Approval

4.33.7.1 Obtaining all necessary statutory/ regulatory and other clearances etc. prevalent in the country for installation and operation of the plant barring Environment Clearance and Forest Clearance shall be the responsibility of WO. CCL shall be responsible for obtaining Environment Clearance and Forest Clearance but WO shall give necessary assistance/support to CCL in this regard and be involved actively in the process as necessary. However, compliance of EC regulation and other statutory & regulatory clearances during the entire period of contract or extension, if any, shall be the responsibility of WO and for this purpose, any information/data required from CCL, if available, will be provided to the WO.

4.33.7.2 The successful bidder will have to ensure sound civil, electrical and mechanical engineering, design, construction, installation and commissioning and operation of the plant in line with the various Indian Standards as per Bureau of Indian Standards and Engineering code of practices, Indian Electricity Act & Rules and various other statutes including environmental and pollution statutes as applicable. Where such standards are not available, equivalent international standards such as DIN/ American may be followed.

4.33.8 Plant Inspection

CCL shall supply raw coal at raw coal receiving pit/ stock yard of the washery, will check quality of raw coal & all saleable products at loading points and also that of rejects. CCL shall have access to the plant during construction & operation. They will also have access to various data of the plant of WO for exercising certain checks on yield, quality of raw coal and organic efficiency (i.e. ratio of practical/ actual yield to theoretical yield), capacity of the plant, crushing system, storage, loading arrangements, slurry recovery, reject disposal, effluent treatment, environmental measures, environmental management plan implementation, etc.

4.33.9 Termination, Suspension, Cancellation & Fore-Closure of Contract

4.33.9.1 CCL shall, in addition to other remedial steps to be taken as provided in the Bid Document, be entitled to cancel the contract in full or in part, if the WO:

a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-Charge (EIC), then on the expiry of the period as specified in the notice

or

b. commits default/ breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-Charge (EIC), then on the expiry of the period as may be specified by the Engineer-in-Charge (EIC) in a notice in writing

or

c. fails to complete the work or items of work with individual dates of completion, on or before the date/ dates of completion or as extended by CCL, then on the expiry of the period as may be specified by the Engineer-in-Charge (EIC) in a notice in writing

or

d. offers or give or agree to give any person in the service of CCL 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 of CCL.

or

e. tries to obtain a contract from CCL by way of ring tendering or other non-bonafide method of competitive tendering.

or

f. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-Charge (EIC). The Engineer-in-

Charge (EIC) may by giving a written notice, cancel the whole contract or portion of it in default.

4.33.9.2 CCL shall in such an event give fifteen (15) days notice in writing to the WO in this regard.

4.33.9.3 The WO upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to CCL, stop all further sub-contracting or purchasing activity related to the work terminated, and assist CCL in maintenance, protection and disposition of the works acquired under the contract by CCL.

4.33.9.4 The contract shall stand terminated under the following circumstances unless CCL is satisfied that the WO is capable of carrying out and completing the contract and CCL shall in any way not be liable to payment of any compensation to the estate of deceased WO and/ or to the surviving partners of WO's firm on account of the termination of the contract.

a. If the WO being an individual in the case of proprietary concern or in the case of a partnership firm, any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.

b. In the case of WO being a company and its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re-organisation, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.

c. If the WO shall suffer an execution being levied on his/ their goods,

estates and allow it to be continued for a period of 21 days.

4.33.9.5 If the WO is an individual or a proprietary concern and the individual or the proprietor dies and if the WO is a partnership concern and one of the partners dies, then unless CCL is satisfied that the legal representatives of the individual WO or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract, CCL shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased WO and/ or to the surviving partners of the WO's firm on account of the cancellation of the contract.

The decision of CCL that the legal representatives of the deceased WO or surviving partners of the WO's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation, CCL shall not hold the estate of the deceased WO and/ or the surviving partners' estate of the deceased WO and/ or the surviving partners of the WO's firm liable to damages for not completing the contract.

4.33.9.6 On cancellation of the contract or on termination of the contract, the Engineer-in-Charge (EIC) shall have powers :

- a. to take peaceful possession of the site
- b. to recover the entire amount of Security Deposit (SD)
- c. to takeover the entire plant with all related infrastructure facilities in the existing condition without any compensation. In such case, WO shall submit various information/ document viz. engineering data, drawings, manuals etc. to CCL.

4.33.9.7 Suspension of work - CCL shall have power to suspend the progress of the work or any part thereof and the Engineer-in-Charge (EIC) may direct the WO in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the WO, or for proper

execution of the work for reasons other than any default on the part of the WO, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the WO, extension of time shall be allowed by the CCL equal to the period of such suspension. Any necessary and demonstrable costs incurred by the WO as a result of such suspension of the works shall be borne by the WO. CCL shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the WO or his sub-Contractor. The work shall throughout the stipulated period of contract, be carried out with all due diligence on part of the WO. In the event of termination or suspension of the contract on account of default on part of the WO, as narrated herein before, the Security Deposit and other dues of this work or any other work under CCL shall be forfeited and also the plant shall be brought under the absolute disposal of CCL.

4.33.9.8 Foreclosure of contract in full or in part - If at any time after acceptance of the Bid, CCL decides to abandon or reduce the scope of the work for any reason whatsoever, CCL, through its Engineer-in-Charge (EIC), shall give notice in writing to that effect to the WO. In the event of abandonment/ reduction in the scope of work, modalities on future course of action will be decided mutually.

4.34 FORCE MAJEURE

4.34.1 Force majeure is herein defined as any cause which is beyond the control of the successful bidder or CCL as the case may be which they could not foresee or with a reasonable amount of diligence they could not have foreseen and which subsequently affect the performance of the agreement such as:

i) Natural phenomena including but not limited to earthquake, floods, droughts and epidemics.

ii) Act of any government including but not limited to war, declared or undeclared priorities, quarantines, embargoes

Provided either party shall within 15 days from the concurrence of such a cause notify the other in writing of such causes.

4.34.2 The successful bidder will advise in the event of his having resort to this clause (no. 4.34) by registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and the end of the cause of delay, within 15 (fifteen) days of the occurrence and cessation of such force majeure conditions. In the event of delay lasting over 2 months, if arising out of force majeure the contract may be terminated at the discretion of CCL.

or

both the parties shall consult each other in finding out some amicable solution for further continuation/ discontinuation of the contract.

For delays arising out of force majeure, the successful bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the cause of Force Majeure and neither CCL nor the successful bidder shall be liable to pay extra cost.

If any of the Force Majeure conditions exist in the place of the operation of the bidder even at the time of the submission of Offer, he will categorically specify them in Appendix - 1 and state whether they have been taken into consideration in their quotations.

4.34.3 The bidder or CCL 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 reasonable time even though such cause may occur after bidder's performance or his obligations has been delayed for other causes.

4.35 ENGINEER'S SUPERVISION

4.35.1 To eliminate delays and avoid disputes and litigation it is agreed between the parties to the contract that all matters and questions shall be referred to the

EIC and his decision shall be final.

4.35.2 The work shall be performed under the direction and supervision of the EIC. The scope of the duties of the engineer, pursuant to the contract, will include but not be limited to the following:

- a. receipt of all information related to progress of construction of washery.
- b. keeping record of all data related to raw coal supply.
- c. keeping record of all data related to products.
- d. keeping record of all data related to despatch of products.
- e. keeping record of all data related to performance of the plant.
- f. keeping record of all data related to payment.
- g. keeping record of any other relevant information.

4.36 SECURITY

The Washery Operator shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, raw coal & its products, equipment and works from theft, fire, pilferage and any other damages and loss. For safety & security of the washery and its properties, the entire washery complex shall be provided with boundary wall of adequate height.

4.37 PROTECTION OF MONUMENTS AND REFERENCE POINTS

The WO shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he might come across during the course of performance of his works either during excavation or elsewhere, are properly protected and handed over to the EIC. Similarly, the WO shall ensure that the bench marks, reference points, etc., which are marked out either with the help of EIC or by the EIC shall not be disturbed in any way during the performance of his works. If any work is to be

performed which disturb such references, the same shall be done only after these are transferred to other suitable locations under the direction of the EIC. The WO shall provide all necessary materials and assistance for such relocation of reference points etc.

4.38 DEMONSTRATION OF GUARANTEED THROUGHPUT & ORGANIC EFFICIENCY

During commissioning and trial run, the successful bidder shall demonstrate the performance of the plant at rated capacity for a period of 3 months. The successful bidder is also required to establish the additional 20% capacity (over & above the rated capacity) of the plant for a minimum period of 2 weeks. During this period, CCL shall ensure to supply required quantity of coal to the WO to carry out the above tests. In case, performance is below rated capacity, the successful bidder will have to modify the plant for achieving rated capacity on a sustained basis within 6 (six) months.

Similarly, during the above period, the successful bidder shall achieve the desired organic efficiency as stated elsewhere in the document. Failing to prove the same, the requisite modification/ rectification shall be carried out by the WO immediately within 15 days.

4.39 REALISATION OF CHARGES FOR LAND, WATER, POWER GIVEN BY CCL

Land lease rent will be realised in advance on annual basis. Whenever power will be provided by CCL, the same shall be on chargeable basis. Similarly whenever water will be provided by CCL, the same shall be on chargeable basis. The rate of power and water given hereafter are indicative and for guidance purpose only:

- i) Rate of Power
 - a) Normal demand charge: INR 410/kVA/month
 - b) For Power : INR 4.05/ kWh

-
- ii) Rate of Water
 - a) DVC Water Charge : INR 5.40/ kL
 - b) JSPCB water charge : INR 0.30/ kL

Prevailing rate of power and water at the time of construction/ operation will be charged from WO. The charges for water and power will be realised on monthly basis.

4.40 PAYMENT TERMS

4.40.1 System of payment

The system of payment of washing charges to the successful bidder will be as given hereafter.

- a) Raising Invoice/ Bills :

- i. The bills shall be raised by the WO in two parts i.e. for 75% and balance 25% payment for each billing period, complete in all respects and supported by all relevant documents.

- ii. The WO shall submit the bills for 75% and 25% of washing charges for every month by 7th & 15th respectively of the following month as per Cl. No. 1.16 of this document during the billing period.

- iii. At the time of submission of 75% bill for the month as mentioned above, a statement with respect to total parameters regarding raw coal, washed/clean coal and washed coal (power) such as raw coal processed, raw coal stock, washed/clean coal and washed coal (power) stock, if any, washed/clean coal and washed coal (power) despatched alongwith quality parameters, etc. related to preceding month is to be furnished by the WO for enabling the payment and also adjustment regarding penalties (as per Cl. No. 4.42), etc. from 25% bill, if any.

- iv. However, the balance bill/ invoice of 25% value shall be released only after verifying/ checking the parameters of washed/ clean coal and washed coal (power) loaded into the Railway wagons and after due

adjustment of penalty, 50% of the charge paid to independent agency, etc., if any. The payment as may become due against penalty, etc. to be made by either party shall be raised by the WO through separate bills/claims on monthly basis along with bills of 25% value of washing charges.

v. The total washing charges payable in a billing period shall be calculated by multiplying the quantity of raw coal processed as declared by WO for a particular month on dry basis with agreed washing charges on dry basis.

vi. In case, the quantity of raw coal processed in the washery by WO in the particular month is more or less than the quantity of raw coal supplied by CCL, then the WO shall give declaration to the satisfaction of the CCL regarding the actual quantity of raw coal washed.

vii. The bills shall be accompanied with all the relevant documents/certificates indicating invoice numbers, net weight etc.

viii. All relevant taxes & duties pertaining to washing charges shall be reimbursed by CCL to the WO on actuals after producing documentary evidences in support of taxes & duties paid by the WO.

However, timely payment of all the taxes & duties shall be the responsibility of WO. Penalty, if any, is paid by the WO to the concerned agency(ies) shall not be reimbursed by CCL and shall be borne by the WO.

b) Release of Payment by CCL

i. CCL will release payment of the 75 % bill for each period, within twelve (12) working days from the date of raising/ receipt of bills complete in all respects at the designated office(s) of CCL. The WO shall not account for necessary adjustment in the 75 % bill that may be on account of penalty, etc., if any.

ii. For balance 25% payment for the month corresponding to the 75% bill already raised for the month, a separate bill shall be required to be raised by the WO by 15th of the next month, complete in all respects and the payment, as admissible, shall be released within fifteen (15) days from the date of receipt of respective bills for the month after taking into account adjustments. However, if the deduction is more than the amount of 25% balance payment, the balance deduction shall be made from the subsequent 75% & 25% bill of following month as the case may be.

iii. All payments to the WO shall be released through e-payment from the designated office CCL.

iv. CCL shall release the payments within its scheduled period(s) specified as above.

c) No arbitrary/ unilateral change shall be made in the washing charge by either side unless mutually agreed to by the WO and CCL.

4.40.2 Washing charges shall remain firm for the first year of commercial operation of the washery and such price determination for subsequent years of commercial operation shall be carried out as per Cl. No. 4.45 of this section.

4.41 CURRENCIES OF BID & PAYMENT

Refer Cl No. 24 of Detail e-Tender Notice

4.42 PENALTIES

4.42.1 Penalty for not meeting Quality of Washed/ Clean Coal

i) For increase in the ash% beyond 18% ('adb') on monthly basis, penalty will be imposed on the WO for a sum equivalent to the penalty to be paid by CCL to its customer(s).

ii) If the ash% of washed/ clean coal is more than 18 % and not acceptable to the consumer, the successful bidder will have to modify the plant to achieve the ash% of 18% at their own cost within 15 days. In such case, losses incurred by

CCL on this account shall be recovered from WO and also no washing charge shall be paid to the WO for the quantity of raw coal processed.

Note:

However, depending on need, if CCL request WO for further decrease in ash% of washed/clean coal, the WO will try to comply with the requirement of CCL in this regard and corresponding yield will be re-calculated based on washability curve of raw coal feed at that time. And if WO is not able to achieve the revised reduced ash level, no penalty will be paid by the WO.

4.42.2 Penalty for not meeting Quality of Washed Coal (Power)

i) For increase in the ash% beyond 34% ('adb') on monthly basis, penalty will be imposed on the WO for a sum equivalent to the penalty to be paid by CCL to its customer(s).

ii) If the ash% of washed coal (power) is more than 34 % and not acceptable to the consumer, the successful bidder will have to modify the plant to achieve the ash% of less than 34% at their own cost within 15 days. In such case, losses incurred by CCL on this account shall be recovered from WO and also no washing charge shall be paid to the WO for the quantity of raw coal processed.

4.42.2 Penalty for increase in Total Moisture of washed/ clean coal and washed coal (power) over agreed limit

i) The total moisture of the washed/ clean coal and washed coal (power) will not exceed 9.0 % and 11.0 % respectively. The successful bidder will have to guarantee that moisture in washed/ clean coal and washed coal (power) shall not exceed the specified limit to be supplied to the consumer.

ii) For increase in the total moisture% beyond the specified limits, penalty will be imposed on the WO for a sum equivalent to the penalty to be paid by CCL to its customer(s).

iii) If the total moisture content of washed/ clean coal and washed coal (power) is more than 9.0 % and 11.0 % respectively on a regular basis (one week), the washed/ clean coal and washed coal (power) will not be accepted and the WO

will have to modify the plant to achieve the desired moisture of 9.0 % for washed/clean coal and 11.0 % for washed coal (power) at their own cost within 15 days.

4.42.3 Penalty for lower capacity, Lower organic efficiency of the Plant & yield of washed coal (power)

The successful bidder shall have to demonstrate the organic efficiency and hourly & daily throughput capacity in performance test and shall conform to it. Failure to conform to organic efficiency as 95%, yield of washed coal (power) and capacity as mentioned in the bid document in performance test and subsequently in regular operation of the plant, suitable penalties will be levied as mentioned hereafter.

4.42.3.1 Throughput Capacity

The successful bidder shall guarantee for 100% throughput capacity of the plant alongwith 20% additional capacity (over & above the rated capacity). Failing to prove the above, plant will not be accepted and the successful bidder shall modify the plant to achieve the same.

4.42.3.2 Organic Efficiency

The successful bidder shall guarantee that the Organic Efficiency (OE) is not less than 95% considering targeted ash % of washed/clean coal as 18%. OE below 95% shall not be acceptable. In case of shortfall of OE from 95%, the successful bidder shall modify the plant to achieve minimum OE of 95%.

In case, OE is less than 95% during operation, the penalty for lower OE shall be worked out and it will be equivalent to double the price of loss of washed/clean coal on this account. Any decrease in organic efficiency below the fraction of 0.05% shall be ignored whereas variation in organic efficiency for 0.05% and above will be treated as 0.1%.

If the OE achieved is less than 95% during operation of the plant in successive months, the WO shall take corrective measures to establish minimum

95% OE of the plant within a week. However, penalty shall remain in force till the WO achieves the 95% OE.

4.42.3.3 Yield of washed coal (power)

The successful bidder shall guarantee that the yield of washed coal (power) is not less than 95% of the theoretical yield of washed coal (power), considering targeted ash as 34%, calculated by the independent agency. In case, Yield of washed coal (power) is less than the said quantity during operation, the penalty for lower yield shall be worked out and it will be equivalent to double the price of loss of washed coal (power) on this account.

4.42.4 Commitment charges for Lower Receipt of Raw Coal

At the beginning of each year, CCL and the WO shall jointly decide the programmed quantity/ Monthly Scheduled Quantity (MSQ) of raw coal to be supplied to the WO.

The successful bidder will have to receive programmed quantity/ MSQ of raw coal from the scheduled date of commissioning of the plant. On failure of programmed receipt, the successful bidder will have to pay commitment charges to CCL. The amount of commitment charge shall commensurate with the commitment charge paid by CCL to its consumer due to short supply of washed/clean coal on this account.

4.42.5 Commitment Charges for Short Supply of Raw Coal

In case, CCL is unable to supply programmed quantity of raw coal from the date of start of commercial operation of the plant, CCL will pay Commitment Charges as follows:

- i) If the quantity of raw coal supplied is equal to or more than 65% of the programmed quantity, no commitment charges shall be paid to the WO.
- ii) In case, the quantity of raw coal supplied is less than 65% of the programmed quantity, commitment charges shall be paid for the quantity less than

65% (i.e. 65% quantity – actual quantity supplied) @ 60% of basic washing charges calculated as shortfall.

iii) In case, CCL supplies less quantity of raw coal than the programmed quantity on monthly basis but fulfils the annual programmed quantity then the commitment charge already paid to the WO will be refunded to CCL by the WO after annual reconciliation.

4.42.6 Penalty for Mismatch in Balance of Products

In case the quantity of products do not match with that of raw coal supplied within a specified time frame then penalty will be imposed on the WO for amount of double the price of raw coal equivalent to the shortage of products. This may further be illustrated as follows:

Let Q_1 = Raw coal quantity (Tonnes) received

Q_2 = Washed/Clean Coal (Tonnes) supplied

Q_3 = Washed Coal (power) (Tonnes) supplied

Q_4 = Reject including slurry if any (Tonnes) supplied

Q_5 = Shortage of products (Tonnes)

P = Prevailing Price of Raw Coal (Rs./t)

If $Q_1 - (Q_2 + Q_3 + Q_4) = 0$, No penalty and

If $Q_1 - (Q_2 + Q_3 + Q_4) = Q_5$, then penalty of Rs. $2 \times Q_5 \times P$ shall be imposed on WO.

Note: All the penalty, commitment charges calculations will be done on monthly basis whereas moisture calculation will be done on day-to-day basis/ consignment basis.

4.43 BONUS

For achieving higher Organic Efficiency (OE) than 95% considering targeted ash % of washed/clean coal as 18%, bonus will be paid to the WO by CCL Bonus will be paid for each 0.1% increase in the OE. Any increase in organic efficiency below the fraction of 0.05% shall be ignored whereas variation in organic efficiency for 0.05% and above will be treated as 0.1%.

The bonus will be calculated on the basis of additional yield of washed/clean coal at targeted ash % 18% achieved due to higher OE than 95%. Bonus will be shared equally by the WO & CCL.

However, no bonus shall be paid to WO by CCL on account of yield of washed coal (power).

4.44 DEMURRAGE CHARGES

Responsibility of indenting of Railway wagon shall lie with WO. However, indenting of Railway Wagons by WO shall be done in consultation with CCL. WO shall pay the necessary demurrage charges whatsoever claimed by the Railway Authority.

4.45 ESCALATION

4.45.1 The washing charges quoted by the successful bidder and accepted by CCL in terms of per tonne of raw coal (dry basis) for the first year shall be firm unless there is any delay in scheduled completion of the subject work due to the fault on part of CCL. In case, there is delay in completion schedule of the subject work due to the fault on part of CCL, the escalated washing charge for the delayed period [i.e. the extended period over and above 18 months of set up and first 12 months of operation, due to the fault on the part of CCL.] and each subsequent year will be arrived in accordance with the formula given hereafter.

A) 35% of the base price of washing charges (excluding taxes & duties), say 'X' quoted in the Price Offer will be constant and no escalation shall apply to it.

B) 20% of the base price of washing charges (excluding taxes & duties), say 'Y' shall be subject to price variation based on All India Consumer Price Index (AICPI) for Industrial workers.),

C) 45% of the base price of washing charges (excluding taxes & duties), say 'Z' shall be subject to price variation based on Wholesale Price Index (WPI) for all commodities.

i) The formula for escalation of washing charges for subsequent years shall be as follows:

$$W = X + Y * \frac{AICPI_1}{AICPI_0} + Z * \frac{WPI_1}{WPI_0}$$

Where,

- W = Escalated Washing Charge
- AICPI₀ = All India Consumer Price Index as on the actual date of start of commercial operation of the washery
- AICPI₁ = All India Consumer Price Index on the subsequent year i.e. the date on completion of the 1st year of commercial operation of the washery
- WPI₀ = Wholesale Price Index as on the actual date of start of commercial operation of the washery
- WPI₁ = Wholesale Price Index on the subsequent year i.e. the date on completion of the 1st year of commercial operation of the washery

ii) The formula for escalation of washing charges for delayed period due to fault on account of CCL, if any, shall be as follows:

$$W = X + Y * \frac{AICPI_1}{AICPI_0} + Z * \frac{WPI_1}{WPI_0}$$

Where,

- W = Escalated Washing Charge
- AICPI₀ = All India Consumer Price Index as on the actual date of start of commercial operation of the washery
- AICPI₁ = All India Consumer Price Index on the date (scheduled date of completion of the 1st year of commercial operation of the washery + delay due to fault on the part of CCL)
- WPI₀ = Wholesale Price Index as on the actual date of start of commercial operation of the washery
- WPI₁ = Wholesale Price Index on the date (scheduled date of completion of the 1st year of commercial operation of the washery + delay due to fault on the part of CCL)

4.45.2 The determination of washing charges for the subsequent years after first year of commercial operation shall be calculated based on (A), (B) and (C) above.

All relevant taxes & duties pertaining to washing charge shall be reimbursed by CCL to the WO on actuals after producing documentary evidences in support of taxes & duties paid by the WO.

4.46 MANAGEMENT SUPERVISION & QUALITY CONTROL

CCL management will supervise the construction of the washery as well as operation of the washery and the WO shall allow free access to CCL for the same without any hindrance.

4.47 PRICE BID

Refer CI No. 11 (e) of Detail e-Tender Notice

4.48 VALIDITY OF OFFER

Refer CI No. 29 of Detail e-Tender Notice

4.49 MINIMUM WAGE

4.49.1 For Set Up

The payments to the workmen will be made by the WO as per Minimum Wage Act/ rules of the State or Central Government of India whichever is higher and CCL shall have no responsibility towards any compensation payment to workmen nor any liability for employment.

4.49.2 For operation and maintenance

The payments to the workmen will be made by the WO as per Minimum Wage Act/ rules of the State or Central Government of India or wages recommended by High Power Committee of CIL, whichever is higher and CCL shall have no responsibility towards any compensation payment to workmen nor

any liability for employment.

4.49.3 Payment of the Wages and Provident Fund etc.

The WO shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the minimum wages act, 1948 and the payment of wages act (both of the Government of India and the local State Government) and the rules made thereunder as well as the recommendations of High Power Committee of CIL as applicable in respect of any employee or workman employed or engaged by him or his sub-contractor.

The WO shall make all necessary payments of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF & Allied Schemes and CMPF & Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952, as the case may be.

The WO shall pay bonus to the contract workers engaged by them as per the provisions of Payment of Bonus Act, 1965.

The WO shall comply with statutory requirements of various acts including Child Labour (Prohibition & Regulation) Act, 1986 as mended from time to time and all rules, regulations and schemes framed thereunder from time to time in addition to other applicable labour laws.

The payment to the contractor's labourers has to be made through Bank only.

4.50 Taxes and Duties wherever referred in the bid document shall include the applicable rates of GST.

EXHIBIT -1**GENERAL DETAILS****(To be submitted by Bidder/ each member of Associate/ Consortium)**

Sl. No.	Particulars	Reply (by Bidder/ each member of Associate/ Consortium)
1.0	Full legal Name of the organization	
2.0	Communication details	
	i) Full Postal Address(es)	
	ii) Name and designation of the contact person	
	iii) Telex No./ e-mail	
	iv) Telephone Code	
	v) Telephone No.	
3.0	Year in which established, Registration No. and date	
4.0	Ownership status	
4.1	a) Proprietary Concern	
	b) Partnership Firm	
	c) Body Corporate	
	d) Companies registered under the Companies Act 2013 or any previous Company Law/Act as applicable in India	
	e) Joint venture	
	f) Equivalent of (a) to (e) in case of foreign bidder	
4.2	Documentary evidence e.g. Certificate of Incorporation; Certificate of Registration; Memorandum & Articles of Association; Partnership Deed, GST Registration Certificate etc. w.r.t. sl. no. 4.1 above	
4.3	Name and address of Chief Executive, President or Managing Director, Secretary or other persons authorised to bind the firm	
4.4	Organization set up	
4.5	In case of Partnership Firm, Bidder to submit written consent of all the partners as per arbitration clause no. 4.18 and 4.18A of the bid document	
5.0	In case of foreign entity, name and address of Indian representative, if any	
6.0	Division of work between the bidders and Associate(s) for setting up and operation of the washery	
	Name of bidders/ Associates (with % of equity in this project)	Proposed responsibilities
	1)	
	2)	
	3)	

Sl. No.	Particulars	Reply
7.0	Other details	
7.1	Certificate of Registration as per statutory requirement under contract labour laws, as may be applicable.	
7.2	If registered with CIL or its subsidiaries (Quote registration no., date & name of the work)	
Furnish a write up alongwith roadmap indicating broad approach for design, installation, operation and maintenance of New Kathara Washery covered by this offer.		

EXHIBIT -2

**Format for Memorandum of Understanding amongst
the Bidder i.e. Lead Member & its Associate(s)
(To be executed on Non-Judicial Stamp Paper of appropriate value)**

Memorandum of Understanding (MoU)

Sub : Setting up of New Kathara Coal Washery of capacity 3.0 Mtpa in CCL on BOO concept

Ref : E-tender Notice No..... dated

We, M/s (Name & Address of the Bidder i.e. Lead Member), (1) M/s and (2) M/s.....* (Names and addresses of the Associate/ Consortium partners) have formed a Consortium for setting up of New Kathara Coal Washery of capacity 3.0 Mtpa, CCL on BOO concept and hereby undertake:

1.0 to be held jointly and severally responsible for New Kathara Coal Washery as well as performance of the Contract with regard to set up and Operation & Maintenance as per the period of association specified at para 6.0 of this MoU.

2.0 that (1) M/s, (2) M/s & (3) M/s* (Bidder/ Associate or Consortium partners)* have the experience of setting up of *Coal Washery/ Mineral Beneficiation Plant as per Cl. No. 10.2.1 (a).

3.0 that (1) M/s, (2) M/s & (3) M/s* (Bidder/ Associate or Consortium partners)* have the experience of operation of *Coal Washery/ Mineral Beneficiation Plant as per Cl. no.-10.2.1 (b).

4.0 that I, M/s (Name of the Bidder) have the financial qualification as per Cl. no. 10.2.2.

5.0 that M/s shall be the Lead Member for this Associate/ Consortium.

6.0 that M/s (name of the Bidder i.e. Lead Member) has associated with (1) M/s & (2) M/s.....* (name of the Associate or Consortium

partners) for the subject work as per the role, tenure & % stake in association as given hereafter.

Sl. No.	Name of Bidder (LM) & Associate/ Consortium partners	Role of Bidder/ Associate/ Consortium partners	Tenure of Association	% stake in Association (each associate including LM must have minimum 26% equity in the project)
1.	M/s..... (Bidder/ LM)	Finance + (Set up/ Operation/ none)*	Entire Contract Period	.....
2.	M/s..... (Associate 1)	Finance + (Set up/ Operation/ none)*	Entire Contract Period Or Set up period and thereafter minimum period of two years after start of commercial operation	.....
3.	M/s..... (Associate 2)	Finance + (Set up/ Operation/ none)*	Entire Contract Period Or Set up period and thereafter minimum period of two years after start of commercial operation	.....

7.0 that M/s (Bidder i.e. Lead Member) have formed consortium with (1) M/s & (2) M/s..... * (name of Associate/ Consortium partners) having collective experience towards 'set up', 'operation' of Coal Washery/ Mineral Beneficiation Plant* as per para 2.0 & 3.0 above and financial qualification as per para 4.0 above. We hereby undertake that this MoU as per the provision of Bid Document shall remain valid for entire period of the Contract.

8.0 that the above MoU shall be governed by substantive and procedural laws in India.

For and on behalf of :
(the Lead Member
of Associate/ Consortium)

Signature :
(the Authorised Signatory)

Name of the Signatory :

Designation :

Company's Stamp/ Seal :

For and on behalf of: (1) (2) *
(the Associate)

Signature : (1) (2) *
(the Authorised Signatory)

Name of the Signatory : (1) (2) *

Designation : (1) (2) *

Company's Stamp/ Seal :

<u>Witness of Bidder</u>	<u>Witness of Associate 1</u>	<u>Witness of Associate 2*</u>
Signature:	Signature:	Signature:
Name:	Name:	Name:
Designation:	Designation:	Designation:
Official address:	Official address:	Official address:
.....		

Date :

Place :

* Strike out which is not applicable.

EXHIBIT -3**Format for Notarised Power of Attorney**

(for each Authorised Signatory dealing the Bid on behalf of the Bidder & Associates)

(to be executed on Non-Judicial Stamp Paper of appropriate value)

Sub : Setting up of New Kathara Coal Washery of capacity 3.0 Mtpa in CCL on BOO concept

Ref : E-tender Notice No..... dated

By this Power of Attorney executed at on this day of 20...., I being (Post held in the company) of M/s (Name of the Bidder/ Associates*), aged about Years, son of Shri residing presently at on behalf of M/s (Name & address of the Bidder/ Associates*) do hereby nominate, constitute and appoint 1) Mr./ Mrs. son of resident of 2) Mr./ Mrs. son of resident of (hereinafter referred to as "the Attorneys") whose specimen signature is attested below as our Attorneys to act for me/ on our behalf, and for and in the name of the firm to execute and perform all or any of the following acts, deeds, matters and things, namely:

1. To act as Attorney on my behalf/ on behalf of the Bidder/ Associate(s)* and to look after the affairs pertaining to the Bid Notice No..... dated issued by CCL.
2. To do all acts, deeds and things as may be necessary on my behalf/ on behalf of the Bidder/ Associate(s)* in connection with the above Bid.

Photocopy of Approval of Board of Directors or CEO of the company having no Board of Directors in this regard is enclosed.

The validity of this PoA is for a minimum period of one & half years from the date of submission of this offer.

I/ We hereby ratify and confirm and agree to ratify and confirm all and whatsoever acts or deeds my/ our said Attorney shall do and purport to do by virtue of these presents.

IN WITNESS WHEREOF, I being the of the said firm have hereunto set and subscribed our respective hands on this day of 20.....

1. Specimen signature of 1st Attorney:

Name of 1st Attorney:

Designation:

2. Specimen signature of 2nd Attorney:

Name of 2nd Attorney:

Designation:

Attested

.....
(Signature of the executant)

Signed and delivered by
Within namedat

In Presence of (Name & Designation of concerned person of Bidder/ Associate):

- 1.
- 2.

.....
Signature
(Authorised Signatory of Bidder/ Associate)

Dated:
Seal of the Notary with Signature

* Strike out whichever is not applicable

EXHIBIT - 4

FORMAT FOR SELF DECLARATION OF BIDDER OR AUTHORIZATION OF DSC HOLDER BY BIDDER

[If the digital signature certificate holder is the bidder himself then self-declaration of bidder to this effect in the format mentioned at (a) below, otherwise an authorization in the format mentioned at (b) below from the bidder to the DSC holder authorizing him to submit the offer on behalf of bidder]

Sub: Setting up of New Kathara Coal Washery of capacity 3.0 Mtpa in CCL on BOO concept

Ref: E-Tender Notice No. dated

a) I being (Post held in the company) of M/s (Name of the Bidder), aged about Years, son/daughter* of Shri residing presently at on behalf of M/s (Name & address of the Bidder) do hereby declare that I myself is the bidder and is bidding for me, and for and in the name of the firm by using my Digital Signature Certificate.

OR

b) I being (Post held in the company) of M/s (Name of the Bidder), aged about Years, son/daughter* of Shri residing presently at on behalf of M/s (Name & address of the Bidder) do hereby authorise Mr./ Mrs.* son/daughter of resident of to bid for me/ on our behalf*, and for and in the name of the firm by using his Digital Signature Certificate.

Photocopy of Approval of Board of Directors or CEO of the company having no Board of Directors in this regard is enclosed.

.....
Signature
(Name & Designation with seal)

Dated:

* Strike out whichever is not applicable

EXHIBIT - 5

**COPY OF A LETTER FROM THE PARENT COMPANY TO THE EFFECT
IF**

the Bidder is subsidiary/ entity(ies) of a parent company and consolidated financial report is prepared by the parent company showing information/ Net worth of subsidiary/ entity(ies) separately,

Sub: Setting up of New Kathara Coal Washery of capacity 3.0 Mtpa in CCL on BOO concept

Ref: E-Tender Notice No. dated

We, M/s..... (name of the Parent Company), undertake that:

1. We are the Parent Company of M/s..... (name of the bidder who is the Subsidiary/ entity(ies)).
2. A Consolidated Financial report is prepared for us i.e. Parent Company and Subsidiaries/ entity(ies) in which the information related to net worth of M/s.....(name of the bidder who is the Subsidiary/ entity(ies)) is indicated separately and the same may be considered for M/s.....(name of the bidder who is the Subsidiary/ entity(ies)) to meet the Qualification Criteria for this project.

Parent Company Stamp/ Seal:

.....
Signature

(Name & designation with seal of
Authorised Signatory of Parent Company)

EXHIBIT -6**Undertaking by Holding Company/ JV Partners as per Cl. No. 9.1.1 and 9.1.2 of detail e-tender Notice of this Bid document**

(To be given on non-judicial stamp paper of Rs.50/- in the form of an Affidavit duly notarized)

Sub: Setting up of New Kathara Coal Washery of capacity 3.0 Mtpa in CCL on BOO concept

Ref: E-Tender Notice No. dated

We, M/s.....(name of the Holding Company/ JV Partner(s) in JV Company*), undertake that:

1. We are the Holding Company/ JV Partner(s)* of M/s..... (name of the bidder/Consortium partner who is the Subsidiary Company/ JV Company*).

2. M/s.....(name of the bidder/Consortium partner who is the Subsidiary Company/ JV Company) is submitting its Bid on our financial strength and/ or technical competence*.

3. In case of any untoward happenings towards the successful execution of the contract and/ or event occurring that are distinct and different from the stipulated terms & conditions of this Bid Document as applicable and attributable to M/s..... (name of the bidder/ Consortium partner who is the Subsidiary Company/ JV Company) account, we shall be legally bound both jointly and severally to this contract for discharging all the contractual obligations on behalf of M/s..... (name of the bidder/ Consortium partner who is the Subsidiary Company/ JV Company)

Holding Company/ JV Partners* Stamp/ Seal :

.....
Signature (Authorised Signature of Holding Company/JV Partner*)

* Strike out which is not applicable.

Note:

- i. **The affidavit should be signed by a person having powers to do so which should be evidenced by way of a Board Resolution.**
- ii. **In case of JV Company, Undertaking shall be furnished by the concerned JV Partner whose financial strength and/ or technical competence has been taken into account.**

EXHIBIT - 7

**Affidavit on Non Judicial Stamp Paper regarding correctness of information furnished
w.r.t. Technical Qualification Requirement**

(To be submitted by bidders on Non Judicial Stamp Paper of minimum value of Rs.10/- regarding correctness of information furnished by bidders on-line w.r.t. Technical Qualification Requirement)
(May be submitted without any additional self-certification and attestation by Notary public)

Sub: Setting up of New Kathara Coal Washery of capacity 3.0 Mtpa in CCL on BOO concept

Ref: E-Tender Notice No. dated

1. All information furnished by me/ us on-line in respect of fulfilment of Technical Qualification Requirement of this Tender is complete, correct and true and I/ we would be solely responsible for any error or omission or misleading information in our bid.
2. I/ We shall be liable to submit documents as proof of correctness to the satisfaction of Coal Company, regarding information furnished by me/ us on-line w.r.t. Technical Qualification Requirement, if asked by the Coal Company.
3. I/ we am/ are aware that if I/ we am/ are not able to furnish the document as desired by Coal Company or documents submitted by me/ us are not satisfactory to the Coal Company, penal action as deemed fit may be taken against me/ us for which I/ we shall have no claim against Coal Company.

Stamp/ Seal of Bidder:

Signature of the Bidder
Dated.....

Note:

The foreign bidders should submit this Affidavit duly vetted/ endorsed by the relevant* Embassy/ High Commission concerned.

*Relevant Embassy/ High Commission means the Embassy/ High Commission in INDIA of the Country where the referred plant has been set up/ operated or Country of origin of the bidder

EXHIBIT - 8

FINANCIAL INFORMATION
(To be submitted by Sole Bidder/ Lead Member)

Sl. No.	Particulars	Reply
1.0	Financial Qualification requirement	
	a) Bank reference (with full name and address of all bankers)	
	b) Evidence for a minimum net worth (as per last financial year previous to the one in which bid is invited) of ₹ 68 Crores, (refer Cl. No. 10.2.2.1 of Detail E-Tender Notice)	
	c) Evidence of possessing adequate Working Capital of ₹ 18.0 Crores for 3.0 Mty New Kathara Coal Washery inclusive of access to lines of credit and availability of other financial resources to meet the requirement (refer Cl. No. 10.2.2.2 of Detail E-Tender Notice)	
	d) Photocopies of Auditor's report or Chartered Accountant's certificate for the last financial year (from the last day of the month previous to the one in which bid is invited).	

EXHIBIT – 9**PROFORMA FOR AFFIDAVIT**

(To be submitted by bidders on Non Judicial Stamp Paper of minimum value of Rs.10/- regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line)

(May be submitted without any additional self-certification and attestation by Notary public)

I/ We, _____, Partner/ Legal Attorney/ Authorized representative of M/s. _____ (Name of bidder) solemnly declare that:

1. I/ We have submitted bid/ Offer for the work against _____ NIT No./ Tender ID _____ dated _____
2. All information furnished by me/ us on-line in respect of fulfilment of eligibility criteria, qualification information, techno-commercial requirements, Price bid etc. of this Tender is complete, correct and true and I/ we would be solely responsible for any error or omission in our bid.
3. All scanned copy of documents uploaded by me/ us in support of the information furnished online by me/ us are valid and authentic.
4. If any information furnished by me/ us on-line and scanned copy of documents uploaded in support of the information furnished on-line by me/ us is found to be fake/ incorrect at any time, CCL may cancel my Bid/ Offer and action as deemed fit may be taken against me/ us, including termination of the contract, forfeiture of Earnest Money/ Security Deposit as the case may be and banning/ delisting of our firm and all partners of the firm as per the terms & conditions mentioned in the bid document.
5. I/ We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.
OR
I/ We have been banned by the organization named “ _____ ” for a period of _____ year/s, effective from _____ to _____
6. I/ We (including all members of a joint venture and sub-contractors) am/ are neither associated presently nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the Project or being proposed as Engineer for the Contract i.e. CMPDIL in this case.
7. I/ 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. If it is reported and proved that child labour is engaged by me/ us, then I/ We will be penalized 10% of the contract value and will be blacklisted.
8. I/ we shall abide by CMPF/ EPF Clause of Tender Document and ensure implementation of CMPF/ EPF and Misc. Provision Act 1948 and allied scheme framed thereunder in respect of the workers deployed by me/ us.

-
9. I/ We shall abide by all applicable labour laws and shall provide certificate of contract labour laws as may be applicable before execution of agreement

Signature of the Bidder
Dated.....

Appendix – 1

BROAD PARAMETERS

SL. No.	Broad Parameters	Information
1	Raw Coal throughput Capacity (Mtpa)	3.0 Mtpa on 'as received basis' (arb)
2	Raw Coal Quality	
2.1	Monthly average ash% ('adb')	30.5
2.2	Range of day-to-day ash% ('adb')	24.9 to 33.6
2.3	Average Total Moisture% (arb) day-to-day basis	2.8
2.5	Raw coal Size (mm)	1000
3	Product Quality	
3.1	Washed/ Clean Coal	
a)	Monthly Average Ash% (adb)	18.0
b)	Total Moisture% on consignment basis Total Moisture shall not exceed 9.0% (as per FSA)	..... (to be quoted by the bidder)
3.2	Washed coal (power)	
a)	Monthly Average Ash% (adb)	34
b)	Total Moisture% on consignment basis Total Moisture shall not exceed 11.0% (as per FSA)	..... (to be quoted by the bidder)
3.2	Reject	
a)	Monthly Average Ash% (adb). Ash% shall be as high as possible	..... (to be quoted by the bidder)
b)	Total Moisture% on day-to-day basis	..... (to be quoted by the bidder)
3.3	Product size: Not more than 50 mm	
a)	Washed/ Clean Coal	..... (to be quoted by the bidder)
b)	Washed coal (power)	..... (to be quoted by the bidder)
4	Operating Conditions	
	No. of days per year: commensurate with the mine operation	330
4.1	Raw Coal Section	
4.1.1	No. of shifts per day	3
4.1.2	No. of hours per shift	8
4.1.3	Daily (te) on 'arb'	11000
4.1.4	Hourly (tph) on 'arb'	720
4.2	Washing Section	
4.2.1	Daily (te) on 'arb'	9000

SL. No.	Broad Parameters	Information
4.2.2	Hourly (tph) on 'arb'	600
5	Evacuation of Washed/ Clean Coal	WO's responsibility
5.1	Mode of transportation	Rail
6	Evacuation of Washed Coal (Power)	WO's responsibility
6.1	Mode of transportation	Rail
7	Evacuation of Reject from identified reject storage site	CCL's responsibility
7.1	Mode of transportation	Road (tipper/dumper)
7.2	Distance (Km) of storage site for reject dumping	Refer Drawing 1
8	Details of Force Majeure condition, if any, existing in the place of operation at the time of submission of offer and consideration taken into account for them as per Cl. 4.34	.....(to be quoted by Bidder)

A. Description of Washing Scheme alongwith Flow Diagram

B. Detailed work programme (PERT Network and Bar Chart with different activities and time schedule)

Appendix - 3

A. Format for Furnishing Technical Details of Main Mechanical & Electrical Equipment

Sl. No.	Name of the Equipment	Type	No.	Capacity of each	Technical Specification
1	Primary Crusher				
2	Feeders/ Reclaimers				
3	Secondary Crusher				
4	Tertiary Crusher				
5	Classification Screen				
6	Main Beneficiation equipment (Jig/ H.M. Bath/ Cyclones/ any combination thereof etc. including Flotation or Spiral)				
7	Dewatering Equipment				
8	Rapid loading system				
9	Power transformers				
10	OCB' s/ ACB' s				
11	H.T./ L.T. Motors				
12	PLC control				
13	Instrumentation (solid/ liquid level sensors, belt weighers, ash & moisture monitor, density monitor, etc.)				
14	Cables (Power control)				
15	Illumination				
16	Communication system				
17	DG set				
18	Any other				

Appendix - 3 (contd.)

B. Format for Furnishing Details of Civil Buildings & Structures

Sl. No.	Name of Building/structure	Type	Cap./size & other details	Any other information
1	Raw coal receiving system (transfer station, hopper etc.)			
2	Primary crushing unit			
3	Secondary crushing unit			
4	Tertiary crushing unit			
5	Raw coal storage system			
6	Beneficiation plant			
7	Thickener			
8	Storage system for saleable products			
9	Reject bunker/ hopper			
10	Slime pond			
11	Fresh water reservoir			
12	Fire fighting storage tank			
13	Service buildings			
14	Roads and culverts			
15	Any other			

A. Format for Furnishing the Requirement of Power

Sl. No.	Particulars	Power requirement
1	During construction of Washery (kW)	
2	During regular operation of Washery (kWh/tonne of raw coal on 'dry basis')	

B. Format for Furnishing the Requirement of Water

Sl. No.	Particulars	Water requirement
1	During construction of Washery (cum/ day)	
2	During regular operation of Washery (cum/tonne of raw coal on 'dry basis')	

**LIST OF THE RECOMMENDED SPARES & CRITICAL SPARES AS PER CL NO.
4.32 OF SECTION 4 OF BID DOCUMENT**

**PROFORMA FOR LETTER OF BID TO BE UPLOADED BY BIDDER
DURING SUBMISSION OF BID ON-LINE**

**LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)
“Letter of Bid”**

To,
General Manager (Washery),
Darbhanga House,
Central Coalfields Limited, Ranchi.

Sub. : Letter of Bid for the work “Setting up of New Kathara Coal Washery of capacity 3.0 Mtpa
in CCL on BOO concept”

Ref.: E-Tender Notice No.: **dated**

Dear Sir,

I/ We offer to execute the above referred subject work in accordance with the conditions of the Bid document as available in the website as applicable.

I/ We hereby confirm our acceptance of all the terms and conditions of the Bid document as available in the website as applicable as well as any communication sent by Coal Company unconditionally. **I/ We** also confirm to comply with all the legal requirements.

All the items and works specified in the bid document and any other equipment or work found necessary but not covered will be deemed to have been covered in the scope of supply and works of the tender without any increase in the contract price for washing charges.

If any information furnished by **me/ us** on-line in the offer for this tender 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 Coal Company.

I/ We hereby confirm that this Bid complies with the Bid validity and Bid security required as per bid document as applicable.

This Bid and your subsequent Letter of Acceptance/ Letter of Award/ Work Order shall constitute a binding contract between us.

Yours faithfully,

(Signature of Bidder OR
Authorized person of bidder OR
DSC Holder bidding on-line with authorization from bidder)

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)

ENCLOSURE – II

FORMAT FOR BANK GUARANTEE FOR SECURITY DEPOSIT TO BE FURNISHED BY SOLE BIDDER/ LEAD MEMBER

(TO BE FURNISHED IN NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE IN ACCORDANCE WITH STAMP ACT BEFORE SIGNING OF AGREEMENT)

Sub: Setting up of New Kathara Coal Washery of capacity 3.0 Mtpa in CCL on BOO concept

Ref: **E-Tender Notice No.:** dated

Bank Guarantee No. _____

Date _____

To,
General Manager (Washery),
Darbhanga House,
Central Coalfields Limited, Ranchi.

Dear Sir,

In consideration of (CIL or its subsidiary's name, hereinafter referred to as '**Company**' which expression shall unless repugnant to the context or meaning thereof, include its successors-in-interest, administrators and assigns) having been unequivocally entered into a "Contract" between Company and M/s (Sole Bidder/ Lead Member) with its (registered/ principal/ head* etc.) office at (address of the Sole Bidder/ Lead Member) hereinafter referred to as "WO" which expression shall unless repugnant to the context or meaning thereof, include its successors-in-interest, administrators and permitted assigns vide Contract No. dated Setting up of New Kathara Coal Washery of capacity 3.0 Mtpa in CCL on 'Build-Own-Operate' concept and having agreed to submit a **Security Deposit** of value equivalent to 10% of Annual Washing Charge amounting to ₹ ---- Million for the plant of 3.0 Mtpa capacity valid upto 3 months beyond initial period of 18 months for set up & first year of commercial operation.

1. We, (name of the Bank), having its Head Office at (hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context of meaning thereof, include its successors-in-interest, administrators, executors and assigns) do hereby guarantee on behalf of M/s (the WO) and undertake to pay to Company on demand any and all money to the extent of ₹ Million for the plant of capacity 3.0 Mtpa only as aforesaid at any time upto (i.e., the date, which will be 3 months after the completion of one year of commercial operation) without any demur, reservation, contest recourse or protest and/ or without any reference to M/s (the WO). The bank guarantee shall also be operative at our Ranchi branch located at(Complete postal address with PIN Code, Branch Code, IFSC Code, SWIFT, Tel No., Fax No., E-mail ID) from whom, confirmation regarding issue of this guarantee or extension/ renewal thereof shall be made available on demand. Any such demand made by Company on the Bank shall be conclusive and binding, notwithstanding any difference between Company and M/s (the WO) pending before any Court, Tribunal, Arbitrator or any other Authority. Any notice by way of request, demand or otherwise hereunder may be sent by post/e-mail/Fax addressed to the bank branch/ operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith. The Bank do hereby undertakes not to revoke this guarantee during its currency without previous written consent of Company and further agrees that the guarantee herein contained shall continue to remain enforceable till Company discharges this guarantee.

2. The Company shall also 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 WO 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 Company and the WO or any other course or remedy or security available to Company. The Bank shall not be released of its obligations under these presents by an exercise by Company 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 Company or any other indulgence shown by Company or any

other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank from its obligations.

3. The Bank also agrees that Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against WO and notwithstanding any security or other guarantee that Company may have in relation to WO's liabilities.

4. We, the said Bank, lastly undertake not to revoke this Guarantee during the currency except with the previous consent of the Company in writing and agree that any change in the constitution of the said WO or the said Bank, shall not discharge our liability hereunder.

5. Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to ₹ Million for the plant of capacity 3.0 Mtpa and shall remain in force upto and including (the date) and shall be suitably replaced from time to time for the period, as may be desired by M/s (the WO) on whose behalf this guarantee has been given.

6. Whenever there is change in postal address and/or other details of the branch issued the guarantee and/or local operative branch, we M/s.....(the issuing bank) ensure to intimate CCL, being the beneficiary, of such changed address, Tel No., Fax No., E-mail ID, etc.

Dated this day of (month) 20. (year) at (place)

<p><u>For and on behalf of the Bank</u> (Authorised Signatories of Bank) (Signature)..... Name & Designation (Bank's Seal)</p>
--

Notes :

1. The Non-judicial Stamp paper(s) of appropriate value shall be in the name of guarantee issuing bank.
2. The Bank Guarantee shall be from any of the Scheduled/ Nationalised Banks
3. Structured Financial Messaging System (SFMS)

i) The Bank Guarantee (BG) issued by the issuing Bank on behalf of washery operator, contractor, supplier, customer in favour of “Central Coalfields Limited” shall be in paper form as well as issued under “Structured Financial Messaging System (SFMS)”.

ii) CCL has chosen State Bank of India to act as advising / beneficiary bank of CCL. The Bank issuing the guarantee shall have to send confirmation through SFMS through this Bank.

iii) The details of beneficiary (i.e. CCL) for issue of Bank Guarantee (BG) under SFMS platform is furnished below:

STATE BANK OF INDIA AS ADVISING BANK OF CCL:

i.	Name of the Beneficiary and its details.	i	Name	Central Coalfields Limited (CCL)
		ii	Area	CCL - HQ. Ranchi
		iii	Name of Bank	State Bank of India
		iv	Bank Account No.	10106155123
		v	Department	Washery Construction
ii.	Beneficiary's Advising Bank, Branch and address for confirmation of BGs through SFMS.	i	Name of Bank	State Bank of India
		ii	Bank Branch name	SME Branch
		iii	Branch code	09620
		iv	IFSC Code	SBIN0009620
		v	Beneficiary Bank Branch & Address	State Bank of India, SME Branch, Doranda, Ranchi – 834 002, JHARKHAND

iv) The Supplier/ Contractor/ Customer are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.

v) The Guarantor (BG issuing bank) shall send information about issuance of this guarantee through SFMS gateway to the State Bank of India, SME Branch, Doranda, Ranchi – 834002 (IFSC-SBIN0009620), to add in the process of confirmation of Bank Guarantee.

vi) The Guarantor (BG issuing bank) shall also send information about issuance of this guarantee to its local operating branch at Ranchi to add in the process of confirmation as well as claim for encashment of Bank Guarantee.

vii) The original Bank Guarantee issued by the outstation bank shall be sent by the issuing bank to Washery Construction Department, Damodar Building, Central Coalfields Limited, Darbhanga House, Ranchi-834029, Jharkhand by Speed Post/ Registered Post (AD).

* Strike out whichever is not applicable

ENCLOSURE -III

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/ INTERNET BANKING PAYMENT

To,
 General Manager (Washery),
 Darbhanga House,
 Central Coalfields Limited, Ranchi.

Dear Sir,

Sub : Authorisation for release of payment due from Coal company through Electronic Fund Transfer/ Internet Banking (NEFT/ RTGS)

Ref : Order No. Dt..... and/ or Tender/ Enquiry/ Letter No..... Dt.....

(Fill in the information in CAPITAL LETTERS and TICK wherever it is applicable)

1. Name of the Bidder :
2. Address of the Bidder :

 City
 Pin Code
 E-Mail Id
 Permanent Account Number

3. Particulars of Bank :

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.		RTGS Code	
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Attach Xerox copy of a cheque of your Bank ensuring accuracy of the Bank name, Branch name & code number)			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book			

4. Date from which the mandate should be effective

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold Coal Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through NEFT/ RTGS

Transfer.

Place :

Date : Signature of the Bidder/ Authorised Signatory

Certified that particulars furnished above are correct as per our records.

Banker's Stamp

Date :

Signature of the authorized
officials from the banks

ENCLOSURE -IV

INTEGRITY PACT
Between
Coal Company hereinafter referred to as “The Principal”

And
M/s hereinafter referred to as “The Bidder/ Contractor”

Preamble

The principal intends to award, under laid down organizational procedures, contracts for New Kathara Coal Washery on Build-Own-Operate basis. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - iii) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder/contractor

- (1) The Bidder/ Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - i) The Bidder/ Contractor will not, directly or through any other person or firm offer, promise

-
- or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- ii) The Bidder/ Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder/ Contractor will not commit any offence under the relevant Anti- corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - iv) The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/ Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and execution from future contracts.

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- i) If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- ii) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- iii) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- iv) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

Section 6 – Equal treatment of all Bidders/Contractors/ Sub-contractors

- i) The Bidder/Contractor undertakes to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- ii) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.
- iii) The Principal will disqualify from the tender process all bidders who do not sign the pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors/ Sub-contractors

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

Section 8 – External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

- i) The Principal appoints competent and credible External Independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what

-
- extent the parties comply with the obligations under this agreement.
- ii) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
 - iii) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-contractor with confidentiality.
 - iv) 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 Monitor the option to participate in such meetings.
 - v) As soon as the monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
 - vi) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
 - vii) Monitor shall be entitled to compensation on the same terms as being extended to/provide to Outside Expert Committee members/Chairman as prevailing with Principal.
 - viii) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
 - ix) The work 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other Provisions

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

- ii) Changes and supplements as well as termination notices need to be made in writing. Side agreement have not been made.
- iii) If the Contractor is a partnership or a Joint Venture, all partners must sign this agreement. For Associate/ Consortium route of bidding also, each member must sign this agreement.
- iv) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/ Contractor

Place:

Witness 1:

Date :

Witness 2:

For the Associates (If applicable)

i) Associate-1:

Witness
(Name & designation with full address) :

ii) Associate-2:

Witness
(Name & designation with full address) :

SAMPLE CONTRACT FORM

Contract No.

THIS CONTRACT is made on ----- day of ----- between CCL , a Government of India Undertaking, established and existing under the laws of India, and having its Registered Office at (hereinafter referred to as Company), which expression shall unless repugnant to the context or meaning thereof, include its successors-in-interest, administrators and assigns as ONE PART AND M/s -----, a proprietary concern/ partnership firm/ body corporate/ Company registered under the Companies Act 2013 or any previous Company Law/Act as applicable in India/ Joint Venture or equivalent in case of Foreign Bidders having its (registered/ principal/ head etc.*) office at (address of the Bidder), hereinafter referred to as the "Selected Bidder/ WO" which expression shall unless repugnant to the context or meaning thereof, include its successors-in-interest, administrators and permitted assigns as the OTHER PART.

WHEREAS CCL invited bids vide E-Tender Notice No. ----- dated----- for Washery on BUILD-OWN-OPERATE concept.

WHEREAS the Selected Bidder/ WO submitted the Bid in response to the said invitation of CCL.

WHEREAS CCL accepted the Bid of the Bidder for Washery on BOO concept.

Now this Contract witnesseth as follows:

1) In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the following documents and shall be deemed to form and be read and construed as integral part of the Contract.

- (i) Bid document, offer submitted, subsequent correspondences/ clarifications, etc.
- (ii) Letter of Intimation (LoI) issued to the Lowest Bidder
- (iii) Letter of Award by CCL & its acceptance by the WO,

-
- (iv) Commercial Terms & Other Conditions of Contract for the entire contract period for set up & operation both,
 - (v) All Technical Specifications alongwith Contract Drawings/ Finalized Work Programme
 - (vi) Proforma of applications for payment to WO for washing charges
 - (vii) Lease Agreement between CCL and Selected Bidder and Security Deposit

2) Scope and Conditions of the Contract

The scope and conditions of the Contract shall be in accordance with the Contract Documents specified and as provided in the LoA.

Notwithstanding anything stated elsewhere in the Bid Document the contract to be entered into will consist of two parts i) contract for setting up of washery plant (with two years' critical spares for smooth operation of the plant) with the capital funding by WO and ii) contract for operation & maintenance of washery plant.

3) Construction of Washery plant (with 2 years' critical spares for smooth operation of the plant) and commercial operation & maintenance thereof for a period of eighteen (18) years or thereafter extended period on mutually agreed terms and conditions, if any. On expiry of contract period for operation of eighteen years or thereafter extended period on mutually agreed terms and conditions, if any, the WO shall yield to and deliver upon peaceful possession of land leased out to him & washery alongwith auxiliaries & infrastructures to CCL without any monetary claim.

4) Contract Price

Subject to the contract Documents mentioned above, Contract Price shall mean washing charge payable to the WO by CCL under the contract for the raw coal processed on dry basis by WO for the first year of commercial operation after successful completion of PGT.

5) Terms of Payment for Washing Charges

The payment of washing charges will be based on the quantity of the raw coal processed (on dry basis) during the month and will be paid in terms of per tonne of raw coal processed (on dry basis).

The WO will allow representatives of the CCL to go through their records relevant to their washing charges claimed as and when needed and depute their representatives to explain the doubts, if any.

The other terms & conditions for payment of washing charges to the WO will be in accordance with the provisions made under Clause 4.40 of Section 4 of this bid document.

6) Time schedule for completion towards set up of Washery

The time schedule for installation & commissioning of proposed washery under the Contract (including various clearances from concerned agencies) shall be according to implementation scheme as furnished in the offer and agreed subsequently by CCL.

7) Effective Date of Contract

This Contract shall come into effect upon signing of the contract by the Preferred Bidder or handing over of the site to the WO whichever is later.

8) In consideration of the payment to be made by CCL to the (name of the Selected Bidder) as mentioned herein above, the(name of the Selected Bidder) hereby covenants with the CCL to perform the Contract in conformity in all respect and in accordance with the terms & conditions of this Contract.

9) CCL hereby covenants to pay the(name of the WO) washing charges for the raw coal processed on dry basis by WO in accordance with the terms and conditions of the Contract, the Contract price at the time and in the manner, as provided herein above.

IN WITNESSTH WHEREOF the parties hereto set their hands on the day written herein above.

For and on behalf of	:	.....	For and on behalf of	:	.....
CCL			(Name of the WO)		
Signature	:	.....	Signature	:	.....
(Authorised Signatory of CCL)			(Authorised Signatory of the WO)		

Name of the Signatory	:		Name of the Signatory	:	
Designation	:		Designation	:	
CCL's Stamp/ Seal:			WO's Stamp/ Seal	:	
Date	:		Date	:	
Place	:		Place	:	

Witness:

1 (Signature with full name, Designation & address)

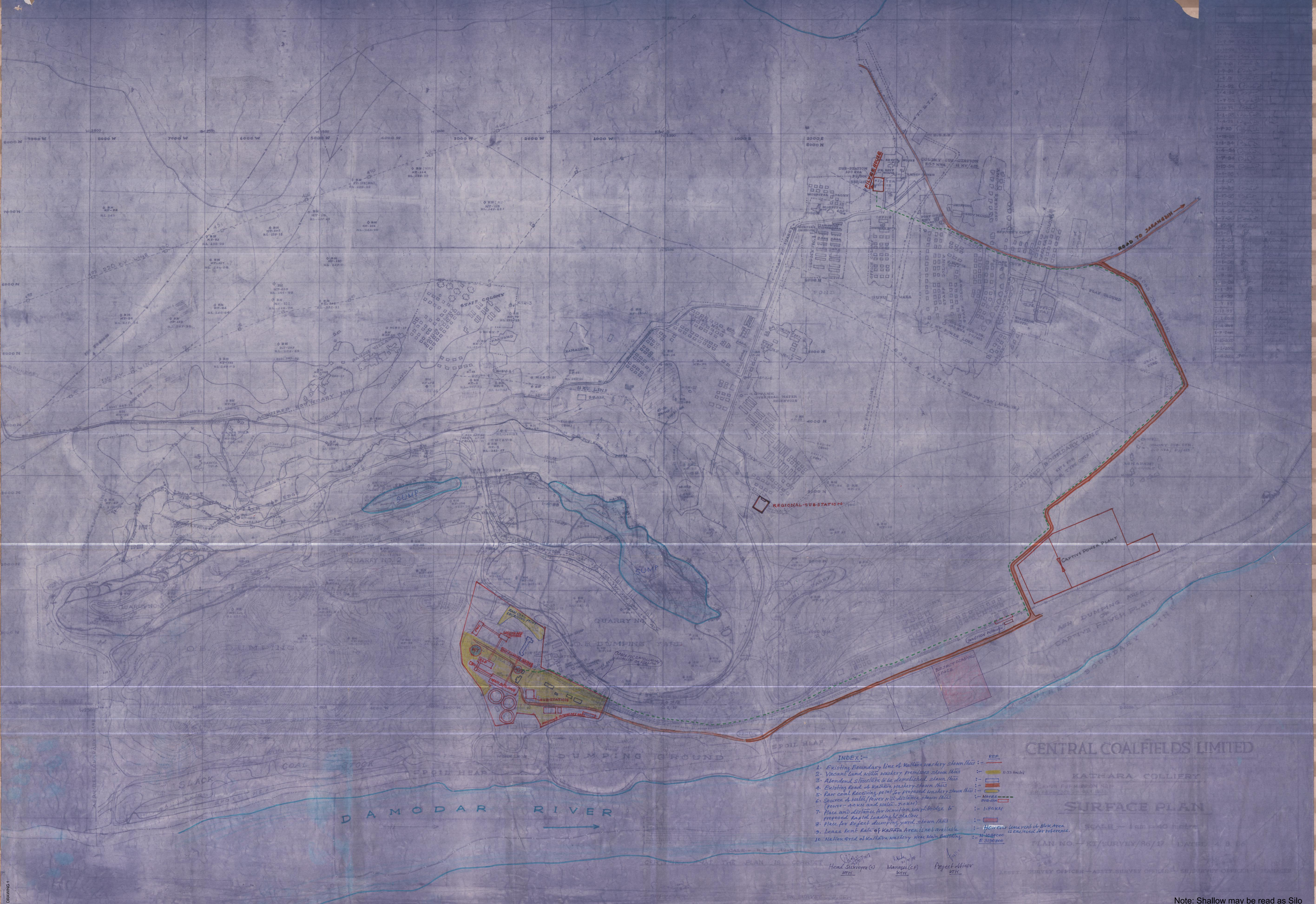
2 (Signature with full name, Designation & address)

Witness :

1 (Signature with full name,
Designation & address)

2 (Signature with full name,
Designation & address)

* Strike out whichever is not applicable.



CENTRAL COALFIELDS LIMITED

KATHARA COLLIERY

PLAN NO. PERM/86/17

SURFACE PLAN

SCALE - 1 cm = 40 meters

PLAN NO. - KT/SURVEY/86/17 DATED - 4.8.86

- INDEX:-**
- 1. Existing Boundary line of Kathara washery shown thus :-
 - 2. Vacant land within washery premises shown thus :-
 - 3. Abandoned structure to be demolished shown thus :-
 - 4. Existing road of Kathara washery shown thus :-
 - 5. Raw coal receiving point for proposed washery shown thus :-
 - 6. Source of water/river with distance shown thus :- (power - driven and hand - driven)
 - 7. Place and distance for proposed road to be shown to proposed Raw coal loading & unloading
 - 8. Place for Refect dumping yard shown thus :-
 - 9. Lease Rent rate of Kathara Area is not available :-
 - 10. Nation Grid of Kathara washery Non Main Building :-

REF	DESCRIPTION
1	1:33 Hectare
2	Water
3	1:80KV
4	How ever lease rent of BKK Area is enclosed for reference
5	N 1629000
6	E 3196000

CERTIFICATE THAT THE PLAN IS CORRECT

Head Surveyor (C) [Signature] Manager (C) [Signature] Project Officer [Signature]

Note: Shallow may be read as Silo



Central coalfields Limited.
 Kalkara Washery.
 Details data of Kalkara Washery siding
 and places indicated for proposed silo bunker
 and in motion weighbridge etc.
 Scale :- NOT TO SCALE

Jenakar
 Sr. Draftsman (C)
 KTM

Ramayan
 25163/18
 Dy. Surveyor (M)
 KTM

Jagan
 26703/2018
 Hd. Surveyor (C)
 KTM