



BHARAT COKING COAL LIMITED
(A Mini Ratna Company)
(A subsidiary of Coal India Limited)
WASHERIES CONSTRUCTION DIVISION
Regd. Off. : Koyla Bhawan (Level – VI)
Koyla Nagar
DHANBAD – 826005
CIN : U101JH1972GOI000918
Telephone no. / Fax: 0326-2230201
Email ID : cgmwccp@bccl.gov.in

ABRIDGED NOTICE FOR PROSPECTIVE BIDDERS' MEET

Ref. No. BCCL/ WCD/BOOWasheries/2017/41(H)

Date:15.02.2017

BCCL intends to undertake the work of “Set up of Coking Coal Washeries & Coal Deshaling Plants in the command area of Bharat Coking Coal Limited including PGT and subsequent operation of the Coking Coal Washeries / Deshaling Plants on “Build-Own-Operate (BOO)” Concept for supply of Washed Coal/Deshaled Coal, Washed Coal (power) & Rejects at the designated points for Fifteen (15) /Twenty (20) Years as the case may be and Outsourcing of Operation & Maintenance of the existing running Washeries in BCCL for next 15/20 Yrs.” Accordingly a **Prospective Bidders' Meet** has been scheduled. All reputed and experienced Prospective Bidders are requested to attend the said **Prospective Bidders' Meet**.

For further details please visit BCCL Website: <http://www.bccl.gov.in>.

1.0 MEETING SCHEDULE:

Prospective Bidders' Meet will be held on 03.03.2017 at 11:00 A.M at Conference Hall, Level- III, Koyla Bhawan, BCCL, Dhanbad.

Sd/-

HoD, WCD

Bharat Coking Coal Limited

DRAFT TENDER DOCUMENT
FOR SETTING UP OF DESHALING PLANT IN BCCL
IN BOO (BUILD-OWN-OPERATE) BASIS

CONTENTS

SECTION	Clause No.	PARTICULARS	PAGE NO.
		DISCLAIMER	
		LIST OF ABBREVIATION	
		DEFINITION	
		DETAIL E-TENDER NOTICE	
		SALIENT FEATURE OF BOO CONCEPT	
1		PROJECT OUTLINE	
	1.1	Introduction	
	1.2	Raw Coal Supply	
	1.3	Storage of Raw Coal	
	1.4	Deshaled Coal Delivery & Despatch	
	1.5	Storage of Washed Coal	
	1.6	Power Supply	
	1.7	Water Supply	
	1.8	Railway Siding	
	1.9	EMP and Other Statutory & Regulatory Clearance	
	1.10	Product Size	
	1.11	Quantity/ Weighment, Monitoring & Recording	
	1.12	Quality Monitoring and Control	
	1.13	Reject Weighment and Disposal	
	1.14	Fire fighting arrangement	
	1.15	Environment Management	
	1.16	Washing Charges	
	1.17	Construction period of the project	
	1.18	Contract period	
	1.19	Desired Information	
	1.20	Broad Parameters	
2		GENERAL INFORMATION	
	2.1	Location	
	2.2	Communication	
	2.3	Topography	
	2.4	Drainage	
	2.5	Climate, Rainfall and Seismic Character	
	2.6	Mineable Reserves and Linkage of Raw Coal	
	2.7	Site Plan	
3		RAW COAL CHARACTERISTICS	

SECTION	Clause No.	PARTICULARS	PAGE NO.
	3.1	General	
	3.2	Description of Coal Seams in Mine/Block	
	3.3	Collection of Sample	
	3.4	Testing Procedure	
	3.5	Test Results	
4		COMMERCIAL TERMS & CONDITIONS AND PRICE BID	
	4.1	Undertaking by the bidder	
	4.2	Language of bid	
	4.3	Contract Documents	
	4.4	Time –The Essence of Contract	
	4.5	Earnest Money Deposit (EMD)/Bid security	
	4.6	Security Deposit (SD)	
	4.7	Land	
	4.8	Site Visit	
	4.9	Power	
	4.10	Water	
	4.11	Commissioning and Trial Operation Schedule	
	4.12	Liquidated Damage for late commissioning	
	4.13	Patent Right & Royalties	
	4.14	Governing Laws & Rules	
	4.15	Delays by (name of Coal Co.)	
	4.16	Grafts & Commissions etc.	
	4.17	Language & Measures	
	4.18	Resolution of Dispute	
	4.19	Cost of Bidding	
	4.20	Amendment of Bidding Documents	
	4.21	Agreement	
	4.22	Law governing agreement	
	4.23	Completion of Contract	
	4.24	Handing Over of Land & Plant by DPO BCCL	
	4.25	Engineer's Decision	
	4.26	DPO's Co-Operation with BCCL	
	4.27	Defence of Suits	
	4.28	Marginal Notes	
	4.29	Assistance in procurement of materials	
	4.30	Stores	
	4.31	Submission of Offer	
	4.32	Spares	
	4.33	General Conditions	
	4.33.1	Operation & Maintenance of P&M	
	4.33.2	Insurance	
	4.33.3	Safety	
	4.33.4	Progress Report	
	4.33.5	Taxes & Duties	

SECTION	Clause No.	PARTICULARS	PAGE NO.
	4.33.6	Declaration	
	4.33.7	Statutory Approval	
	4.33.8	Plant Inspection	
	4.33.9	Termination, Suspension, Cancellation & Fore-Closure of Contract	
	4.34	Force Majeure	
	4.35	Engineer's Supervision	
	4.36	Security	
	4.37	Protection of Monuments & Reference Points	
	4.38	Demonstration of Guaranteed Throughput & Organic Efficiency	
	4.39	Realisation of Charges for Land, Water, Power given by (Name of Coal Co.)	
	4.40	Payment Terms	
	4.41	Currencies of Bid & Payment	
	4.42	Penalties	
	4.43	Bonus	
	4.44	Demurrage Charges	
	4.45	Escalation	
	4.46	Management Supervision & Quality Control Charges	
	4.47	Price bid	
	4.48	Validity of offer	
5		EXHIBIT	
		Exhibit-1: General	
		Exhibit-2: Format of MoU with Associates	
		Exhibit-3: Format of Power of Attorney	
		Exhibit-4: Authorisation of DSC Holder	
		Exhibit-4: Format of Financial Information for the Sole Bidder or Lead Member	
		Exhibit-6: Undertaking by Holding Company	
		Exhibit-7: Affidavit regarding correctness of information furnished w.r.t Technical Qualification Requirements	
		Exhibit-8: Format of Financial Information for the Sole Bidder or Lead Member	
		Exhibit-9: Proforma for Affidavit regarding genuineness of information furnished online	
6		APPENDIX	
	1	Broad Parameters	
	2	A. Description of Washing Scheme along with Flow Diagram B. Detailed work programme	
	3	A. Format for Furnishing Technical Details of Main Mechanical & Electrical Equipment,	

SECTION	Clause No.	PARTICULARS	PAGE NO.
		B. Format for Furnishing Technical Details of Civil Buildings & Structural	
	4	A. Format for Furnishing the Requirement of Electricity B. Format for Furnishing the Requirement of Water	
	5	List of the recommended spares & critical spares	
7		ANNEXURE	
	1	Cost of Washing per tonne of Raw Coal processed on 'dry basis'	
8		ENCLOSURE	
	I	Proforma for Letter of Bid to be Uploaded by Bidder during Submission of Bid Online	
	II	Proforma for Bank Guarantee for Security Deposit to be Furnished by Sole Bidder/Lead member	
	III	Mandate Form for Electronic Fund Transfer/ Internet/ Banking Payment	
	IV	Integrity Pact	

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 Deshaling Plant on Build-Own-Operate (BOO) concept in BCCL.

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 BCCL 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 BCCL 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 BCCL 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 BCCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

BCCL 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 to this office (as mentioned below) immediately. If no intimation is received by this office upto (Last date of seeking clarification by the bidder as per Cl. No. 2.0 of detail e-tender notice), then this office shall consider that the Bid Document received by the Bidder is complete in all respects and that the Bidder is satisfied that the Bid Document is complete in all respects.

Office:

Address of the Contact Person of (BCCL)

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

BCCL confirms that all information submitted with the proposal of the Bidder shall be treated by BCCL as strictly confidential and such information shall be shared by BCCL only with its consultants appointed for the purpose of Offer evaluation.

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
CIL	Coal India Limited
CMPDI	Central Mine Planning & Design Institute Limited
BCCL	Bharat Coking Coal Limited
EC	Environmental Clearance
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
ICB	International Competitive Bidding
INR	Indian National Rupee
JV	Joint Venture
LD	Liquidated Damages
LM	Lead Member
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
SEB	State Electricity Board
TCB	Techno Commercial Bid
Tph	tonnes per hour
TQ	Technical Qualification
UHV	Useful Heat Value
USD	US Dollar
VM	Volatile Matter
DPO	Deshaling Plant Operator

DEFINITIONS

'Accepting authority' shall mean the management of CIL and/ or subsidiary companies 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. ~~including subsequent written confirmation of previous verbal approval.~~

'Associate'/'Consortium' shall mean a proprietary firm/ a registered partnership firm/ a body corporate/ Joint Stock Company/ JV Company/ Subsidiary Company registered under the Company Act 1956 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.

'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 firm/ a registered partnership firm/ a body corporate/ Joint Stock Company/ JV Company/ Subsidiary Company registered under the Company Act 1956 or equivalent in case of Foreign Bidders who has purchased the Bid Document and submitted the Offer. In case of Associate/ Consortium Route, Lead Member of Consortium will be termed as 'Bidder'.

'Bidding' shall mean that 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' shall normally mean the integrated RFQ & RFP document (including Technical, Commercial & Price Offer etc.) issued/uploaded by the Owner.

'Bid for Qualification' shall mean the proposal submitted by the Bidder in response to Qualification part of the integrated RFQ & RFP document.

'Bid for Proposal' shall mean the proposal submitted by the Bidder in response to the RFP part of 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). CIL or its subsidiary 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 CIL or its subsidiary.

‘Coal Co.’ means Coal India Limited and/ or its Subsidiary Companies 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) 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 DPO to be available for continuous operation after successful PGT and acceptance of the same by BCCL.

‘Commissioning of the Deshaling Plant’ shall mean completion in all respect of construction of the Deshaling Plant and successful Performance Guarantee Test and rendering the washery ready for commercial operation.

'Company' wherever occurs means BCCL, and/ or its assigns unless it is repugnant to the context or meaning thereof.

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

'Contract period' shall mean the construction period of 36 months including Environmental Clearance & any extended period from the date of signing of contract or handing over of site whichever is later plus the period of twenty (20) years from the date of commercial operation by the Washery Operator.

'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. 36 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 DPO, 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 DPO 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 the 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 member 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 3 (three). 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.

‘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 BCCL 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 BCCL 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 Deshaling Plant including any and all infrastructure facilities proposed to be put up for setting up of Deshaling Plant on BOO concept.

'Rejects' shall mean the by-product produced during beneficiation process of the Deshaling Plant having ash more than 60%.

'Selected Bidder'/ 'Successful Bidder' shall mean the Preferred Bidder that has finally entered into the contract with BCCL for execution of the subject work of Coal **Deshaling Plant** on BOO concept.

'Set up' shall mean execution of Coal **Deshaling Plant** 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' is a period of thirty (36) months and any extension thereof required for set up of the Coal Deshaling Plant up to successful commissioning including EC and 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 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 deshaling plant' as well as its 'operation & maintenance' on BOO concept.

'Techno-commercial Offer' shall mean the proposal submitted by the Bidder in response to the RFP part of the 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.

'Deshaled Coal' shall mean the final product of Coal Deshaling Plant which satisfies the quality parameters laid down in the Bid Document/ Contract Document.

'Deshaling Plant Operator' (DPO) 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 "Indian Sale of Goods 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.

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 by the selected Bidder.

ii) TECHNOLOGY & CAPACITY

The Coal Deshaling Plant shall be built, owned and operated by the successful bidder alias Deshaling Plant Operator (DPO) who will enjoy the freedom of selection of technology [based on Jig/ Heavy Media Separation], type and design of the plant & 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 plant shall be capable of efficient performance with additional feed to an extent of + 20% over the throughput capacity, commensurating with the fluctuation in mine production in the different seasons. Responsibility of obtaining various clearances will be of successful bidder. Support and help from BCCL may be provided, if required.

iii) ENVIRONMENT/ STATUTORY & REGULATORY CLEARANCES

Obtaining all statutory/ regulatory/ environmental (State and Central pollution Control Board) and other clearances etc. prevalent in the country shall be the responsibility of the DPO.

iv) RAW COAL SUPPLY

Assured supply of raw coal (~~-100/-~~ 200 mm) of specified quality & quantity by BCCL through belt conveyor/ road (by ... tipper/ dumper)/ Railway on mutually agreed basis as per the Monthly Scheduled Quantity (MSQ) determined at the beginning of each year and receipt of the same by DPO at the Deshaling Plant end.

v) DESHALED COAL DELIVERY & DESPATCH

Assured delivery of deshaled coal of specified quality & quantity by DPO only to BCCL at designated delivery places ~~i.e. Railway siding/ loading Hopper/ Silo etc.)~~

~~for onward loading & despatch by DPO to BCCL. Indenting of Railway wagons shall be done by the WO/ (name of the Coal Co.)*.~~

vi) OWNERSHIP OF RAW COAL AND PRODUCTS (DESHALED COAL & REJECTS)

Ownership of raw coal and its products (deshaled coal & rejects etc.) shall remain with BCCL. The DPO shall wash raw coal provided by BCCL only.

vii) WASHING CHARGES

The DPO shall be paid agreed washing charge. The washing charge is to be quoted by the bidder in terms of per tonne of raw coal ('dry basis') processed. To arrive at the quantity of raw coal processed ('dry basis'), ~~the quantity of beneficiated coal loaded into the wagons ('dry basis') shall be divided by the practical yield ('dry basis').~~

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 and reclamation, if any etc.~~ Suitable weighing arrangements shall be provided for belt/ rail/ road* receipt & despatch (project specific) by the DPO.

The price to be paid to the DPO for beneficiation/ process cost shall also cover disposal of rejects from the washery through belt/ rail/ road* to an identified area besides cost for all items of work mentioned earlier.

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

viii) SITE

For construction of the Deshaling Plant Ha land will be provided by Deshaling Plant on lease rent basis (@ ₹_____ only per square meter on monthly/ annual basis), in the vicinity of mining area.

BCCL 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

BCCL is the sole owner of the rejects produced from the washery. As decided by (Name of the Coal Company), rejects produced from the plant shall either be utilised in the FBC based Power Plant or dumped separately at the temporary storage site identified by BCCL or sold to different consumer(s) through MoU between BCCL & consumer(s). ~~DPO shall keep provision for storage of rejects with reclamation arrangement equivalent to one day production or one rake capacity whichever is more. Disposal of rejects is to be done in the manner given hereafter.~~

~~a) Utilisation of Rejects if Washery & FBC based Power Plant is set up simultaneously:~~

~~Rejects produced from the washery is preferably to be utilised in FBC based Power Plant to be set up in the manner to be decided by (Name of the Coal Co.) in the vicinity of Coal Washery for power generation. If setting up of the Power Plant is synchronised with setting up of the washery, the WO will transport washery rejects to the identified site of the Power Plant.~~

~~b) Utilisation of Rejects if set up of FBC based Power Plant is delayed:~~

~~In this case, land for temporary storage will be made available by (Name of the Coal Co.) till FBC based Power Plant comes into operation. Responsibility for transportation of rejects from washery to the temporary storage site shall lie with WO.~~

~~c) Stacking/ Dumping of Rejects on Land~~

~~In case, the rejects produced from the washery is found not suitable by (Name of the Coal Co.) for use in FBC based Power Plant, the WO shall stack/ dump washery rejects on the land identified by (Name of the Coal Co.). Transportation & disposal of rejects shall be the responsibility of WO. The disposal of rejects shall be with due arrangement of compaction and~~

~~consolidation as per norms of Environment Management Plan (EMP) duly approved by State/ Central and other concerned agencies.~~

~~d) Utilisation of Rejects by Third Party through MoU~~

~~In case, rejects produced from the washery is to be sold to identified consumer(s) through MoU, the WO will transport rejects to the identified consumer(s) through belt/ rail/ road*.~~

~~e) Selling of rejects~~

~~If (Name of the Coal Co.) desires, the reject may be sold through e-auction.~~

x) SAFEGUARDS TO BE ENSURED BY THE WASHERY OPERATOR

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

- The yield of deshaled coal shall commensurate with washability characteristics (considering organic efficiency of the overall system also) of raw coal keeping the quality of deshaled coal 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 DPO shall have to keep an emergency raw coal storage facility at least of half day requirement or one rake capacity whichever is more.~~

~~- The DPO shall also have to keep an emergency covered storage facility for deshaled coal 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 DPO shall not wash raw coal of any other customer in the Dreshaling Plant (name of the plant).

भारत कोकिंग कोल लिमिटेड

(कोलइंडियालिमिटेडकाएकअंग)

वाशरी निर्माणविभाग

पनंजीकृत कार्यालय :कोयलाभवन,कोयलानगर

धनबाद- 82605

CIN : U10101JH1972GOI000918

दूरभा.फेक्स: 0326-2230201



BHARAT COKING COAL IMITED

(A subsidiary of Coal India Limited)

WASHERIES CONSTRUCTION DIVISION

Regd. Off. : KoylaBhawan (Level – VI),

Koyla Nagar,

DHANBAD – 826005

CIN : U10101JH1972GOI000918

Telephone no./ Fax: 0326-2230201

Email ID : cgmwccp@bccl.gov.in

DETAILED E-TENDER NOTICE

E-Tender Notice No.:

Dated

1.0 Tenders are invited on-line with Reverse Auction on the website <https://coalindiatenders.gov.in> from the bidders 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, for the following work:

Description of Works	BID SECURITY	Schedule (8400 days)	
		Construction	Operation & Maintenance
<p>“Setting up of coal Deshaling Plant at Kushunda in Kushunda Area of Bharat Coking Coal Limited including PGT and subsequent operation of the Deshaling Plant on “Build-Own-Operate (BOO)”.</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 deshaling plant and all allied activities as well as its subsequent operation & maintenance to produce deshaled coal of requisite quality & quantity; Washed coal storage at washery site & in silo at Railway siding and loading the washed coal into Railway wagons through RLS and disposal of washery rejects; and conveying of deshaled coal & rejects to designated site by BCCL on “Build-Own-Operate (BOO)” concept.</p> <p>b. Throughput Capacity: Mty raw coal (as received basis).</p> <p>c. Location: Located at Kusunda of Kusunda Area of BCCL.</p>	<p>50,00,000 (INR Fifty Lakhs)</p>	<p>36 Months (including Environment al Clearance, trial-run and Commissioning of deshaling plant) from the date of signing of Agreement or handing over the site whichever is later.</p>	<p>20 (twenty) years with a provision of reviewing by BCCL for renewal of the contract.</p>

2.0 TIME SCHEDULE OF TENDER

Sl.No	Particulars	Date	Time
a.	Tender e-Publication date		
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		
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		
l.	Last date for submission of BG by L-1 Bidder		

3.0 DEPOSIT OF BID SECURITY

The bidders have to make payment of BID SECURITY/EMD either through Net-banking or through NEFT/RTGS from any scheduled Bank. In case of payment through Net-banking, the money will be immediately transferred to **BCCL'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 **BCCL's** bank account and the information flows from Bank's Server to e-Procurement portal.

4.0 GENERAL INSTRUCTION FOR SECURITY DEPOSIT/ OTHER SECURITY:

- 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.or if the issuing Bank does not have any branch at then Bank Guarantee shall be operative at their any branch at**
- 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 or if the issuing Bank does not have any branch **at then Bank Guarantee shall be operative at their any branch at**

5.0 PRE-BID MEETING

The pre-bid meeting shall be held in the office of **the General manager, WCD** 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 BIDDER

The bidder 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 AMMENDMENT IN BID DOCUMENT

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

Any addendum thus issued shall be a part of the bidding document and shall be displayed in the website. The bidder shall upload the same during bid submission.

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 below.

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.gov.in> in order to become an eligible bidder. This will be a part of the agreement. However, tender notice will also be visible on websites such as www.bcclweb.in, www.eprocure.gov.in also www.tenders.gov.in.

9.0 ELIGIBLE BIDDERS

9.1 Any bidder enrolled in the site <https://coalindiatenders.gov.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 registered partnership firm/ body corporate/ Joint Stock Company/ JV Company/ Subsidiary Company registered under the Company Act 1956 or equivalent basis in case of foreign applicants. In case of Joint Venture (JV) or consortium unless otherwise specified, all the partners shall be jointly and severally liable.

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/ financial turnover 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) 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 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 Coal Company shall take over the entire plant with all the infrastructural facilities without paying any compensation.

v) If any of the Associate(s) dissociate prior to completion of two years of commercial operation, Coal Company shall take over the entire plant with all the infrastructural facilities without paying any compensation.

9.3 Submission of Exhibit -1, 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, Organisation history, litigation history and responsibilities of each entity and the commitments each entity has made towards the consortium, the prior experience of each entity of the consortium along with the role he played in each project and other relevant information of the project duly supported by necessary documents in detail as per the format given at [Exhibit 1](#)

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 deshaling plant under "Build-Own-Operate" (BOO) concept should 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 deshaling plant. Further, any Bidder bidding on its own for a particular coal deshaling plant shall not associate with other Bidder(s) for the same coal deshaling plant.

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 firm/ registered partnership firm/ body corporate/ Joint Stock Company/ JV Company/ Subsidiary Company registered under the Company Act 1956 or equivalent or equivalent in case of foreign bidder(s). 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 setting at least one Coal/ Mineral Beneficiation Plant/ **Coal Deshaling Plant of 1.5 Mty/ 2.5 Mty** with Jig/HM Separation technologies 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/ Ore Beneficiation Plant set up on Dry Beneficiation technology~~
- ~~b. Material Handled~~
- ~~c. Complete address of the plant~~
- ~~d. Whether Washery is owned by bidder/Associate/Client~~
- ~~e. Ref. No. & Date of Award of Work (if owned by Client, else N.A)~~
- ~~f. Whether the scope of work for the reference plant included Planning, Design & Engineering, Procurement, Construction & Erection, Commissioning~~
- ~~g. Plant capacity (in Mty)~~
- ~~h. Date of Commissioning of the plant~~
- ~~i. Technology used (for coarse coal/ore)~~
- ~~j. Technology used (for small/ fine coal/ore)~~

- b) The Bidder/ Associate(s) shall also have the experience of continuous Operation & Maintenance (O&M) of at least one Coal/ Mineral Beneficiation plant/ Coal deshaling Plant with Jig/HM Separation technologies of above 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/ Ore Beneficiation Plant operated on Dry Beneficiation technology~~
~~b. Material Handled~~
~~c. Complete address of the plant~~
~~d. Whether Washery is owned by bidder/Associate/Client~~
~~e. Ref. No. & Date of Award of Work (if owned by Client, else N.A)~~
~~f. Plant capacity (in Mty)~~
~~g. Whether the scope of work for the reference plant included Operation of Plant and Maintenance of Plant~~
~~h. Quantity of Raw Coal/ Ore (Mt) handled by the plant during period indicated by Bidder/ Associate(s)~~
~~i. Technology used (for coarse coal/ ore)~~
~~j. Technology used (for small/ fine coal/ ore)~~

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 financial turn-over during each of the three preceding financial year and working capital or in terms of net worth 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 Turnover

The bidder must have minimum financial turn-over ofCrores for during each of the three preceding financial year.

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

Annual Financial turnover in INR along with Chartered Accountant's name and membership number who has certified the same for the following year of the bidder/ lead member:

- a) 2013-14
- b) 2014-15
- c) 2015-16

10.2.2.2 Working Capital

The bidder must provide evidence of possessing adequate working capital (as per last financial year previous to the one in which bid is invited) of ` 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. of issuing authority.

10.2.2.3 Net Worth

If the bidder furnishes evidence for a minimum net worth (as per last financial year previous to the one in which bid is invited) equivalent to ₹ Crores then no evidence w.r.t. cl. no. **10.2.2.1 & 10.2.2.2** is required to be furnished. Audited balance sheet in support of Net Worth is required to be furnished by the bidder.

NOTE : 1. Notwithstanding any pre-bid check on qualification, Coal Company 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, litigation history, 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.gov.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 the department 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 he 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 he/she 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 (Qualifying Documentary Evidences, i.e., Exhibits and Technical Documentary Evidences, i.e., Appendices) as enlisted in **Cl. No. 14.0** of this detail 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 **Cover - 2**. 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 = Base rate for Washing Cost per tonne of raw coal (dry) + 0.5% of Base rate for Washing Cost per tonne of raw coal (dry) as uncenvatable **Swatchh Bharat Cess**

Prior to quoting the rate in the BOQ file, the bidder will select the appropriate Service Tax Status from the following list given in the BOQ:

- i). A Body Corporate (Company registered under Companies ACT, 1956)
- ii) Other than Body Corporate (Individual, Proprietorship, Partnership and Joint Venture)

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.

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.gov.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, the Coal Company 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.Cl.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 10.1.1 of this detail e-tender Notice]	The bidder and Associate(s) has to furnish details as per Exhibit 1 along with the documentaries evidences mentioned thereafter
3	Route of bidding, Role of Bidder & their Percentage Stake [Ref.CI.No.9.2 and 9.3 of this detail e-tender Notice]	<p>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</p> <p>b) For Sole Bidder: Furnish the same as “Not Applicable”</p>
4	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) .
5	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/ financial turnover 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) or</p> <p>b) For others : Furnish the same as “Not Applicable”</p>
6	Undertaking by Holding Company/JV Partners [Ref CI.No. 9.1.2 and 9.1.3 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 CI.No.9.1.2 and 9.1.3 of this detail e-tender Notice of Bid document (As per Exhibit 6) or</p> <p>b) For others : If not bidding on the strength of Holding Company/JV Partners: Furnish the same as “Not Applicable”</p>
7	Technical Qualification Requirement [Ref. CI.No. 10.2.1 of this detail e-tender Notice]	Affidavit regarding correctness of information, furnished w.r.t Technical Qualification Requirement, online in the Technical Parameter sheet (As per Exhibit – 6) .
8	Financial Qualification Requirement	Sole Bidder or Lead member of consortium to furnish details as per Exhibit - 7 along with documentaries evidences for Financial Turnover & Working Capital OR Net worth as mentioned thereafter.

	[Ref.CI.No.10.2.2 of this detail e-tender Notice]	The foreign bidders should submit Financial Turnover certificate based on International Financial Reporting Standards (IFRS) accounting standard certified by a local practicing public accountant/audit firm & Banker's Certificate regarding availability of access to credit (issued maximum 90 days before e-Publication date of NIT) or evidence of Net worth duly vetted/endorsed by the relevant* Embassy/ High Commission concerned, towards authenticity of document (As per Exhibit-7). *Relevant Embassy/High Commission means the Embassy/High Commission in INDIA of the Country where the bidder has obtained Turnover certificate or Country of origin of the bidder)
9	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
10	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).
11	UNDERTAKING	An UNDERTAKING is to be given on Bidder's letter head as per the format given in the bid document (As per Exhibit -8). Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.
12	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
5	Annexure 1	Break-up of Cost of Washing per tonne of Raw Coal processed on 'dry basis' as per Annexure 1
<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/ITB, 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 will be automatically extended by the System, initially for a period of two days and if the number of bids still remains less than three then for another five days. This will be reflected in the portal after midnight i.e. start of the next day.

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

16.0 Opening of Bids :

Tenders [Cover-I (Technical-bid) and Cover-II (Price-bid)] 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 bidder can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" link.

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 confirm to the required eligibility criteria as specified in the NIT, 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 detail e-tender Notice (Clause No. 2).
- ii. The start bid price for reverse auction shall be the “Cost to company” computed by an in-built pre-defined business logic incorporated in the BoQ in accordance with Cl. No. 11(e) of Detail e-Tender notice of bid document.
- iii. Bidders will quote the value of “Cost to company” in accordance with Cl. No. 11(e) of Detail e-Tender notice of bid document
- iv. The bidder(s) who have participated in the Reverse Auction has to upload the Break-up of “Cost to company” Prices in the Confirmatory Documents. The detailed Break-up of offered “Cost to company” Price, uploaded by the bidder shall be considered and Order, if placed, shall be with the same break-up of Prices.
- v. The bidder(s), after Reverse Auction, will be responsible to ensure that the “Cost to company” computed by an in-built pre-defined logic given in the BoQ sheet (as per Cl.No. 11(e) of Detail e-Tender notice of bid document) from the break-up of Prices provided by him after the Reverse Auction and the “Cost to company” offered by him in the Reverse Auction is exactly same. In case the bidder(s) fail(s) to submit the break-up of “Overall Impact Value” Price within stipulated period or the break-up given by bidder does not match with total offered Price, the Company will be at liberty to place Order by proportionately reducing item rates on basis of the break-up of the e-Price bid submitted by the bidder along with the initial offer and the same will be binding on the bidder. The Reverse Auction will be conducted on the composite “Cost to company” Price”.
- vi. The decrement value will be 0.5% of the start bid price (rounded figure) as reflected on the e-Reverse Auction platform. The reduction in overall impact 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 Coal Company will form a binding contract between Coal Company 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 compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
- 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 Award (LoA)' in line with the provisions of bid document.

In case the Tender Committee 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 the Company 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 shall be given 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 10 (ten) days time or 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 tender 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 tender.

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 NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee 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 on account of treating them as L1 successively.

- 19.0** The techno commercially accepted L1 Bidder, **only after the viability of the project has been evaluated**, will be notified about acceptance of its bid and invitation for signing of Contract (Letter of Award) by registered post by the Company.

Successful Bidder shall:

- a. accept the Letter of Award (LOA), submit the Security Deposit (SD) within a week after issue 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 'Successful 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. The written contract to be entered into between the Successful 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 Successful Bidder and the Company.

20.0 REFUND OF BID SECURITY

- a. *If Bid Security is paid by the bidder in online mode (Direct Debit/ NEFT) then the Bid Security of rejected 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 the Coal Company / 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 the Coal Company after signing of the contract.*
- g. *Bid Security of bidder will not carry any interest during the period of retention in Coal Company.*
- 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 may 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.
- 26.0** The bidder(s) will deploy sufficient number and size of equipments/ 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 **180 (One Hundred Eighty)** days from the end date of bid/offer submission.
- In exceptional circumstances, prior to expiry of the original time limit, the Coal Company may request the bidders to extend the period of validity for a specified additional period. The Coal Company'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 security (if submitted in the form of BG) for a period of 90 days beyond the extended validity of the bid/offer.

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 submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish. Bidders may withdraw their bids online within the end date of bid submission and their 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:

1. The Bid Security will be forfeited and
2. The bidder will be debarred for 1(One) year from participating in tenders in Coal Company.

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 against clause (a) & (b) above will be enforced from the date of issue of such order)

31.0 BCCL 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 BCCL 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 Court, only.

34.0 INTEGRITY PACT : All the bidders submitting their offers are accepting the Integrity Pact as given in the Enclosure -V 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. have been nominated as Independent External Monitor (IEM) for this Bid, whose contact details are indicated as under:-

Name	Address	Contact Number/ Email

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

**General Manager /WCD,
BCCL**

SECTION – 1

PROJECT OUTLINE

(BCCL will firm up/ ensure various provisions in the Bid Document depending on ground conditions for the specific project prior to making the document available to the bidders)

1.1 INTRODUCTION

BCCL intends to set up a coal deshaling plant at ----- with raw coal linkage from ----- (name of the linked mines) on Build-Own-Operate (BOO) concept. The assured raw coal throughput of the washery will be **2.5/ 5.0/ 10.0 or more* Mtpa on 'arb' (as received basis)**. The expected monthly average ash content of Raw Coal is around ----- % on 'adb' (air dried basis) and likely to vary within the range of -----% to -----% on 'adb'. The average total moisture content is ---- % and likely to vary within the range of% to% on day-to-day basis.

The coal deshaling plant will be designed to produce two products viz. Deshaled Coal & Rejects. Description of washing scheme shall be furnished as **Appendix – 2**. The bidder shall also furnish the list of major P&M items and Civil & Structural works as per **Appendix – 3**. However, the plant should be capable of efficient performance with additional raw coal feed to an extent of + 20% over the throughput capacity, commensurating with the fluctuation in mine production in different seasons.

1.1.1 Deshaled Coal

Deshaled Coal (beneficiated coal + untreated fraction, if any) with monthly average target ash content of 33.5% (adb) & within the range of 33.5±0.5% (adb) and total average moisture content not exceeding% (**day-to-day basis**) shall be produced and loaded & despatched by the DPO to BCCL at the designated delivery site (s).

Control of total moisture is an extremely important parameter besides reduction of ash as indicated above. Therefore, the washing approach has to be such that the total moisture of washed coal does not exceed% (**project specific**).

1.1.2 Rejects

Washing scheme shall take care of the ash content of the reject and it shall be as high as possible. Rejects produced from the washery is preferably to be utilised

in FBC based Power Plant or to be disposed off suitably by BCCL in the manner decided by BCCL (selling either through MoU or e-auction) or will be stacked/ dumped in the land indicated by BCCL.

~~1.1.3 Slurry~~

~~Slurry, if produced, shall be mixed with respective product in consultation with (Name of Coal Co.) depending upon its quality.~~

1.1.4 Others

Indenting of railway wagons shall be the responsibility of the BCCL for onward despatch of products to the customers of BCCL. **Indenting shall be done in consultation with DPO.**

1.2 RAW COAL SUPPLY

Assured supply of raw coal (~~←400/~~ - 200 mm) of specified quality & quantity by BCCL through belt conveyor/ road (by ... te tipper/ dumper)/ Railway on mutually agreed basis and receipt of the same by DPO at the coal deshaling plant end. Weighment of raw coal will be done at mine end and the same will be considered as raw coal supply to the DPO.

~~In case, raw coal is supplied by road (by te tipper/ dumper), transportation of raw coal from mine to washery will be done by the WO.~~

~~In case, raw coal is supplied by belt conveyor, installation of belt conveyor will be done either by the DPO/ (name of the Coal Co.)*. Weighment of raw coal, in this case, will be done by Belt Weigher installed on the belt conveyor by the WO/ (name of the Coal Co.)*.~~

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 ground 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 atleast of half day requirement or one rake capacity whichever is more.~~

1.4 DESHALED COAL DELIVERY & DESPATCH

Assured supply of deshaled coal of specified quality & quantity by the DPO to BCCL at the designated delivery places. Details regarding washed coal is given under the heading 'Broad Parameters' at Cl. No. 1.20.

1.5 STORAGE OF WASHED COAL

~~The DPO shall provide covered storage facility for washed coal with suitable reclamation arrangement. The storage capacity shall be atleast of one day production or one rake capacity whichever is more.~~

1.6 POWER SUPPLY

1.6.1 BCCL will provide power required for construction of coal deshaling plant at a single point on payment basis at the prevalent rate. Any delay over the scheduled construction period will not be entertained on this account.

1.6.2 The DPO will have to make their own arrangement of power for operation of the coal deshaling plant from State Electricity Board (SEB)/ other source and pay for the same.

1.6.3 In case, surplus power is available in the mine area, the same may be used by the DPO for operation of the coal deshaling plant on chargeable basis in consultation with BCCL. However, drawl of power from the available source shall be responsibility of the DPO.

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

1.7 WATER SUPPLY

1.7.1 Water required for construction of the coal deshaling plant will be made available by BCCL at a single point on payment basis at a mutually agreed rate.

1.7.2 The DPO has to make its own water supply arrangement (from the source) for permanent requirement of water for operation of the coal deshaling plant. The Bidder has to pay the cost of water, as applicable, to the Government.

1.7.3 In case, surplus water is available in the mine area, the same may be used by the DPO for operation of the coal deshaling plant on chargeable basis in consultation with BCCL. However, drawl of water from the available source shall be the responsibility of the DPO.

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

1.8 RAILWAY SIDING

~~Railway siding facility will be provided subject to availability on mutually agreed basis. If Railway siding is not available at the project, the successful bidder shall arrange to transport the product to the nearest Railway siding and subsequent despatch of product to the consumer(s) of (Name of the Coal Co.).~~

~~Maintenance & upkeeping of the Railway siding shall be the responsibility of WO and all expenditure on this account shall be borne by the WO.~~

~~Indenting of Railway wagons shall be done by the WO/ (name of the Coal Co.)* in consultation with (name of the Coal Co.)/WO*. Underutilisation or stoppage of the plant on this account will be to WO's/ (name of the Coal Co.)'s account as the case may be.~~

1.9 EMP AND OTHER STATUTORY & REGULATORY CLEARANCES

Obtaining all statutory/ regulatory/ environmental (State and Central pollution Control Board) and other clearances etc. prevalent in the country shall be the responsibility of the DPO. BCCL will give necessary assistance/ support to the DPO to the extent possible.

1.10 PRODUCT SIZE

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

1.11 QUANTITY/ WEIGHMNET, MONITORING & RECORDING

For keeping a record of raw coal supplied, raw coal beneficiated, beneficiated coal & 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 coal deshaling plant & ~~electronic weighment system for railway rake unloading/ loading at the rate of tph with all the above output facilities shall also be provided.~~ The weight of washed coal as loaded into the Railway wagons shall be signed jointly by representatives of both the DPO & BCCL and shall be considered as final deshaled coal supplied to BCCL.

The weighment of raw coal as measured in the weighbridges of BCCL at the mine end and signed jointly by representatives of both the DPO BCCL shall be considered as final raw coal supplied to the DPO.

In case, raw coal is supplied through belt conveyor, weight of raw coal as recorded in the belt weigher of BCCL and signed jointly by representatives of both the DPO & BCCL shall be considered as final raw coal supplied to the DPO.

1.12 QUALITY MONITORING & CONTROL

1.12.1 Facilities for sample collection and adequate number of automatic samplers complete with all required accessories shall be provided by the DPO at all relevant points where quality parameters are required to be determined for raw coal received and deshaled coal & rejects produced from the deshaling plant and delivered to BCCL at the designated delivery places. The provision of required infrastructure for sampling and testing as per BIS limits will be the responsibility of the DPO. 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 deshaling plant for instantaneous monitoring and recording of

ash & moisture of raw coal, washed coal and rejects. This shall also provide a tool to control the operation of deshaling plant 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.

The DPO shall ensure that the ash and moisture of the deshaled coal despatched shall be within the permissible limits.

1.12.3 The DPO shall keep provision of necessary equipment for carrying out screen analysis, float & sink analysis and measurement of ash, moisture & GCV etc. in the laboratory of the deshaling plant.

1.12.4 The test will be carried out in the presence of representatives from both BCCL and the DPO 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 by DPO for sampling and analysis of both raw coal and products in consultation BCCL.
- 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 will be carried out to determine theoretical yield of deshaled coal 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 BCCL & DPO.

1.12.7 BCCL reserves the right to change the independent agency in consultation with the DPO.

1.13 REJECT WEIGHMENT AND DISPOSAL

Rejects produced from the plant shall have to be weighed in presence of representatives of both the BCCL & DPO and record of the same shall be signed jointly.

BCCL is the sole owner of the rejects produced from the washery. As decided by BCCL, rejects produced from the plant shall either be utilised in the FBC based Power Plant or dumped separately at the temporary storage site identified by BCCL or sold to different consumer(s) through MoU between BCCL & consumer(s). DPO shall keep provision for storage of rejects with reclamation arrangement equivalent to one day production or one rake capacity whichever is more. ~~Disposal of rejects is to be done in the manner given hereafter.~~

~~b) Utilisation of Rejects if Washery & FBC based Power Plant is set up simultaneously~~

~~Rejects produced from the washery is preferably to be utilised in FBC based Power Plant to be set up in the manner to be decided by (Name of the Coal Co.) in the vicinity of Coal Washery for power generation. If setting up of the Power Plant is synchronised with setting up of the washery, the WO will transport washery rejects to the identified site of the Power Plant.~~

~~b) Utilisation of Rejects if set up of FBC based Power Plant is delayed~~

~~In this case, land for temporary storage will be made available by (Name of the Coal Co.) till FBC based Power Plant comes into operation. Responsibility for transportation of rejects from washery to the temporary storage site shall lie with WO.~~

~~c) Stacking/ Dumping of Rejects on Land~~

~~In case, the rejects produced from the washery is found not suitable for use in FBC based Power Plant, the WO shall stack/ dump washery rejects on the land identified by (Name of the Coal Co.). Transportation & disposal of rejects shall be the responsibility of WO. The disposal of rejects shall be with due arrangement of compaction and consolidation as per norms of Environment Management Plan (EMP) duly approved by State/ Central and other concerned agencies.~~

~~d) Utilisation of Rejects by Third Party through MoU~~

~~In case, rejects produced from the washery is to be sold to identified consumer(s) through MoU, the WO will transport rejects to the identified consumer(s) through belt/ rail/ road*.~~

~~e) If (Name of the Coal Co.) desires, the rejects may be sold through e-auction.~~

1.14 FIRE FIGHTING ARRANGEMENT

The DPO shall have to provide a suitable, reliable and adequate fire fighting system having fire fighting 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

The DPO shall be responsible for formulating and obtaining environmental and all other statutory & regulatory clearances from Central/ State Pollution Control Board or any other agency. However, BCCL shall provide necessary assistance/ support to the extent possible in this regard, if required. The DPO 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

BCCL shall pay agreed washing charge to the DPO. The washing charge is to be quoted by the bidder in terms of per tonne of raw coal processed on 'dry basis'. To arrive at the quantity of raw coal processed, the quantity of deshaled coal loaded into the wagons shall be divided by the practical yield. This is illustrated hereafter.

$$\text{Organic Efficiency (OE)} = \frac{\text{Practical Yield ('dry basis')}}{\text{Theoretical Yield ('dry basis')}}$$

Practical Yield ('dry basis') = OE * Theoretical Yield ('dry basis')

(OE as quoted by the Bidder & Theoretical yield as determined in the laboratory on 'adb' and converted to 'dry basis')

$$\text{Quantity of Raw Coal Processed('dry basis')} = \frac{\text{Deshaled Coal Loaded into Wagons ('dry basis')}}{\text{Practical Yield ('dry basis')}}$$

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

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

Thus,

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

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 and reclamation if any etc. Suitable weighing arrangements shall be provided for both rail and/ or road despatch (project specific) by the DPO.

The price to be paid to the DPO for beneficiation/ washing charge shall also cover disposal of rejects from the washery in any of the alternative manner as per Cl. No. 1.13 as the case may be.

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 bidder within **36 months** (including Environment Clearance & all other clearances as required) 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, BCCL 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 BCCL shall be paid to the DPO during this period. However, bonus/ penalty will be applicable during this period.

1.18 CONTRACT PERIOD

Contract period shall be for construction period of **36** months including Environmental Clearance & any extended period from the date of signing of contract or handing over of site whichever is later plus the period of twenty (20) years from the date of commercial operation by the Washery Operator.

1.19 DESIRED INFORMATION

The desired information shall be furnished by the bidder as per the format enclosed as Appendices.

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

(BCCL will firm up/ ensure all the provisions in the Bid Document depending on the specific project prior to making the document available to the bidders)

2.1 LOCATION (Site specific)

The proposed deshaling plant will be located at..... in theCoalfield indistrict of state. (Name & place of the proposed deshaling plant) is situated between latitudes & and longitudes & and the land is in possession of BCCL

2.2 COMMUNICATION (Site specific)

..... (place of the deshaling plant) is connected to town by an all weather road that is aboutKm away. NH..... passes near town and connects with NH -, the distance being aboutkm. The nearest Railway station (.....Railway) is aboutkm by road. The nearest Airport is at, the city of, is aboutkm by road from (name & place of the Washery). Distance ofport is aboutkm from (name & place of the washery).

2.3 TOPOGRAPHY (Site specific)

Proposed deshaling plant site is presently (level/ undulated) and the contour ranges from m to m as shown in the Contour Plan (refer Drawing No.).

2.4 DRAINAGE (Site specific)

The main drainage of Coalfield is controlled by the perennial river flowing to (Direction).

2.5 CLIMATE, RAINFALL AND SEISMIC CHARACTER (Site specific)

The climate of the area is more or less similar to that of other tropical parts of India. During peak summer (May – June), the temperature rises as high as°C. Winter prevails during December – January and the minimum temperature recorded in the month of is°C. Monsoon breaks at the end of June and continues intermittently upto middle of October. The relative humidity varies from% in April to% in September. Data on rainfall for the last years shows that the annual rainfall varies betweencm. andcm. The maximum rainfall recorded so far iscm over hours on (date). A continuous period of rainfall reported to be is of days in the area with a total rainfall ofcm. However, data on average monthly rainfall for the period shows that rainfall varies fromcm in January to cm in August.

The proposed site is located in seismic zone as per IS 1893.

2.6 MINEABLE RESERVES AND LINKAGE OF RAW COAL

A summarized statement regarding balance mineable reserves of
(name of the linked mines) are as given hereafter.

Table- 2.1

Balance mineable reserves as on (Date) and expected life of mines

Sl. No.	Name of the linked mine(s)	Capacity (Mty)	Balance mineable reserves (Mt)	Expected life of the mine (approx.) (years)
1				
2				
3				
4				

2.7 SITE PLAN

The Site Plan showing land to be provided by (Name of Coal Co.) for setting up of proposed washery under BOO concept is enclosed as Drg. No.

RAW COAL CHARACTERISTICS

(Coal Company shall ensure that coal sampling has been done after crushing the Run-of-Mine Coal to (-) 100 mm or (-) 200 mm size which includes dilution during mining to make the sample realistic & true representative. Coal Company will firm up/ ensure all the provisions in the Bid Document depending on the specific project prior to making the document available to the bidders)

3.1 GENERAL

The raw coal supply to the proposed Washery will be from
(name of mines/ blocks) of the area. The description of different coal seams of the mine(s)/ block(s) is given hereafter.

3.2 DESCRIPTION OF COAL SEAMS IN MINE/ BLOCK

(Project Specific)

3.2.1 Seam Details (Project Specific)

3.2.2 Quality of Seams (Project Specific)

12.0 3.3 COLLECTION OF SAMPLE

13.0 (Project Specific)

14.0 *Raw coal (as received basis) samples were collected from the respective mines from all the working seams and a composite sample was prepared based on the percentage contribution from each mine. To make the sample more representative while collecting samples from different seams of individual mines, the thicknesses of the seams were also considered while determining the individual contributions. Samples were collected from the seams given hereafter in Table – 3.1.*

Table – 3.1

Sl. No.	Name of the mine(s)/ block(s)	Name of the Seam (s)	% Contribution	Ash%*
1				
2				
3				

* Based on snap sample test results.

The samples collected from to (dates) were brought to (name of testing laboratory) and laboratory tests were carried out as per the test procedure given hereafter.

3.4 TESTING PROCEDURE

(Project Specific)

This Bid Document has envisaged testing of combined raw coal sample which will be fed to the washery. In case, there is any possibility of change in the composition of different linked seams/ mines, then the testing of individual seams/ mines is required to be done.

3.4.1 Part I: Raw Coal Sample

- a) Screen-cum-ash analysis of 'as received' sample at various screen apertures along with moisture %.
- b) Proximate analysis including GCV & HGI of 'as received' sample under 'adb' and equilibrated condition i.e. 60% RH & 40°C.

3.4.2 Part II: Raw Coal Sample

- a) Crushing of 'as received' coal sample down to mm size (s).
- b) Screen-cum-ash analysis at various screen apertures alongwith moisture%
- c) Float & sink test of various size fractions of the crushed coal sample(s) upto 0.5 mm at sp. gr. ranging from 1.4 to 2.0 with an interval of 0.1.
- d) Generation of washed coal from the crushed coal sample(s) at targeted ash%. Determination of wt% & ash% of the remaining fraction (i.e. rejects).
- e) Proximate analysis including GCV of washed coal & rejects under 'adb' & equilibrated condition i.e. 60%RH & 40°C.
- f) Determination of HGI of rejects
- g) Sedimentation test of (-) 0.5 mm coal fines with & without flocculant

3.4.3 Part III: Reserve sample

In case of any dispute, the reserve sample will be tested. (Ref. 1.12.5 v)

3.5 TEST RESULTS

The washability tests were carried out in (Name of the testing laboratory) & results are given hereafter.

3.5.1 Screen-cum-ash & moisture analysis of As Received Raw Coal sample

Representative Raw coal sample has been drawn after coning & quartering and subjected to screen analysis at various aperture screens. Weight%, ash% and moisture% have been determined for respective size fractions. The test results are given in Table – 3.2.

Table – 3.2

Screen-cum-Ash & Moisture Analysis

Colliery/Mine :
Seam :
Nature of sample : As received

Size (mm)	Wt %	Ash %	Moisture%
Total	100.0		

3.5.2 Proximate Analysis, HGI & GCV of as received Raw Coal Sample

Proximate analysis including HGI & GCV on air dried basis and equilibrated basis (i.e. at 60% RH & 40°C) has been carried out for as received raw coal sample and the results of raw coal are given in Table – 3.3.

Table – 3.3

Proximate Analysis, HGI & GCV of as received Raw coal

Sl. No.	Particulars	Air dried basis	At 60%RH & 40°C
1	As received raw coal		
i)	Moisture%		
ii)	Ash%		
iii)	Volatile matter%		
iv)	Fixed carbon%		
v)	GCV(kcal/kg)		
vi)	HGI		

3.5.3 Screen-cum-ash & moisture analysis of Raw coal sample crushed down to mm size(s)

Screen analysis of Raw coal sample crushed down to mm size(s) has been carried out at different screen aperture. Weight%, ash% and moisture% were determined for respective size fractions. The results are given in Table – 3.4.

Table – 3.4

Screen-cum-Ash & Moisture Analysis

Colliery :
 Seam :
 Nature of sample : Raw Coal Crushed down to mm

Size (mm)	Wt %	Ash %	Moisture%
Total	100.0		

3.5.4 Float & Sink Tests of Different Size Fractions

Float and sink tests of raw coal crushed down to mm size(s) has been carried out at different specific gravities for different size fractions upto 0.5 mm. The results are given in Table(s) – 3.5.

Table – 3.5

Float & Sink Test Results of Raw Coal sample Crushed down to mm size(s)

Colliery :
 Seam :
 Nature of sample :
 Size of coal tested :
 Respective wt.% of coal tested on the
 basis of +0.5 mm size fraction :

Size(mm)	Float		Float		Float		Float		Float		Float		Cumulative Float	
	Wt. %	Ash %	Wt. %	Ash %	Wt. %	Ash %	Wt. %	Ash %	Wt. %	Ash %	Wt%	Ash%	Wt%	Ash%
<1.40														
1.40-1.50														
1.50-1.60														
1.60-1.70														
1.70-1.80														
1.80-1.90														
1.90-2.00														
>2.00													100.0	
Total	100.0		100.0		100.0		100.0		100.0		100.0			

Job No.....

Signature of Bidder
with seal and date

3.5.5 Generation of Washed Coal from Crushed Coal Sample (+ 0.5 mm fraction) at% (Target Ash Level) & Rejects also

Based on the Float & sink data, washed coal has been generated at% ash level and results are given in Table – 3.6.

Table – 3.6
Generation of Washed Coal (at% ash) & Rejects

Sp. Gr.	Washed Coal		Rejects	
	Wt%	Ash%	Wt%	Ash%

3.5.6 Proximate Analysis of Washed Coal and Rejects including HGI for rejects

Proximate analysis and determination of GCV has been carried out on air dried basis & equilibrated condition (i.e. at 60% RH & 40°C) both for generated washed coal at ...% ash level & for rejects including HGI for rejects. The results are given in Table – 3.7 hereafter.

Table – 3.7
Proximate Analysis of Generated Washed Coal & Rejects including HGI for Rejects

Sl. No.	Particulars	Generated Washed coal		Rejects	
		Air dried basis	At 60%RH & 40°C	Air dried basis	At 60%RH & 40°C
i)	Moisture%				
ii)	Ash%				
iii)	VM%				

Job No.....

Signature of Bidder
with seal and date

iv)	Fixed Carbon%				
v)	GCV				
vi)	HGI	x	x		

3.5.7 Sedimentation Test

Sedimentation test of (-) 0.5 mm size fraction of coal has been done with & without flocculants and the test result are given in Table – 3.8.

Table – 3.8

Sedimentation Test of (-) 0.5 mm Coal

Sl. No.	Solid Concentration	Settling rate(m/ hr)	
		Without flocculants	With flocculants

SECTION - 4

COMMERCIAL TERMS & OTHER CONDITIONS AND PRICE BID

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

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

4.3 CONTRACT DOCUMENTS

The following documents shall constitute the contract documents:

- (i) Bid Notice along with original Bid Document, offer submitted, subsequent correspondences/ clarifications, Integrity Pact etc.
- (ii) Letter of Award by BCCL & Letter of Acceptance by the DPO,
- (iii) Commercial Terms & Other Conditions of Contract for the entire contract period for set up & operation both,
- (iv) All Technical Specifications along with Contract Drawings/ Finalized Work Programme
- (v) Proforma of applications for payment to DPO for washing charges

4.4 TIME - THE ESSENCE OF CONTRACT

4.4.1 The time and the date of completion of the works as stipulated in the DPO'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 Job No.....

DPO 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 BCCL a detailed work programme along with his offer for setting up of the proposed deshalting plant. (Appendix-2, B)

4.4.3 The Preferred Bidder shall enter into a Contract with BCCL within 45 (forty five) days from the date of issue of Letter of Award or within such extended time as may be granted by BCCL.

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**, from a schedule/ nationalised Bank, within a week after receipt of Letter of Award, 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. during construction and operation. The security deposit amount shall be valid upto 3 months beyond initial period of 36 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 BCCL. This process of submission of SD by DPO & its refund by BCCL 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 BCCL 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 BCCL .
- b) In case the selected bidder fails to fulfil the contractual obligations, including performance of the plant, BCCL shall be at liberty to deduct/ appropriate any amount, that is due and payable by the DPO to BCCL, from the Security Deposit (SD) as may be determined in terms of the contract.

4.7 LAND

4.7.1 The proposed site for _____ deshaling plant is shown in enclosed drawing (drawing no. _____). BCCL shall provide land for setting up of deshaling plant on lease basis with a provisional rent of ₹ _____ only per square meter on monthly/ annual basis. The initial lease period is for 36 months of construction period and extension, if any from the date of signing of Contract or handing over of site whichever is later plus 20 (twenty) years from the date of start of commercial operation .After 20 (twenty) years of operation of the washery, DPO will handover the site leased out to him & deshaling plant alongwith all auxiliaries & infrastructures to deshaling plant without any monetary claim. No land will be provided for colony or any other purpose.

4.7.2 BCCL shall pay all taxes and impositions, as applicable in respect of the said land and buildings 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.

Job No.....

Signature of Bidder
with seal and date

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 deshaling plant and supply deshaled coal & rejects of the deshaling plant only to BCCL. 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 availability of land for reject disposal/ storing shall be the responsibility of BCCL.

4.7.6 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.

4.7.7 On expiry of contract period, the DPO shall yield to and deliver upon peaceful possession of land leased out to him & deshaling plant alongwith auxiliaries & infrastructures to deshaling plant without any monetary claim.

4.7.8 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 BCCL 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 Proposed site is presently (level/ undulated) and the contour ranges from m to m. The responsibility of leveling of the site upto the desired level lies with the DPO.

4.8.2 The Bidder, at the Bidder's own responsibility, cost and risk shall visit and examine the Deshaling Plant 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 BCCL, the same shall be on chargeable basis at the prevalent rate.

4.10 WATER

Whenever water will be provided by BCCL, the same shall be on chargeable basis @ Rs. per 1000 gallons.

4.11 COMMISSIONING AND TRIAL OPERATION SCHEDULE

4.11.1 The successful bidder shall construct and commission the deshaling plant within **36 (Thirty six) months** including Environment Clearance (EC) & all other clearances as required from the date of signing of Agreement or handing over the site whichever is later. During the commissioning period, the authorised representatives of BCCL will observe the performance of the deshaling plant.

Job No.....

Signature of Bidder
with seal and date

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

4.11.3 BCCL will not bear any cost of beneficiation during the commissioning period. Washed products will be the property of BCCL.

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. the quoted OE), the above trial test may be extended suitably on mutually agreed basis. No washing charges will be paid during this trial test period.

4.12 LIQUIDATED DAMAGE FOR LATE COMMISSIONING

4.12.1 The bidders in their offer shall guarantee the construction period (including commissioning) of **36 (Thirty six) 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 36 months, the successful bidder shall have to pay BCCL liquidated damage at the rate of 2.5 percent of the annual washing charge (as quoted in the offer) for each month of delay in commissioning of the plant, subject to a maximum of 10% of the annual washing charge. 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 DPO 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 DPO 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 DPO, and in the event of failure on the part of the DPO 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 DPO 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, BCCL 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 DPO if the entire work is completed even within the period extended by BCCL.

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 DPO. The DPO 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 DPO 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 DPO 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 DPO

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 BCCL

In case the DPO's performance is delayed due to any act of omission on part of BCCL then the DPO shall be given due extension of time for completion of the works, to the extent such omission on the part of BCCL has caused delay in the DPO's performance.

Further, if such delay caused increase in the washing charges, then BCCL 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 DPO 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 BCCL, shall, in addition to any criminal liability which it may incur, subject the DPO to the cancellation of this and all other contracts and also to payment of any loss or damage to the BCCL resulting from any cancellation. The BCCL shall then be entitled to deduct the amount so payable from any moneys otherwise due to the DPO under the contract.

4.17 LANGUAGE AND MEASURES

Job No.....

69

Signature of Bidder

with seal and date

Refer CI no. 12 of Detail e-tender notice

4.18 RESOLUTION OF DISPUTE

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 BCCL, effort shall be made first to settle the disputes at BCCL 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 BCCL.

If differences still persist, the redressal of the dispute may be sought in the Court of Law as mentioned in Clause no. 4.22

In case the dispute is between the successful bidder & Govt. Agencies, the settlement shall be dealt as per the Guidelines issued by the relevant department of Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law. **The Court of Law at in (Name of State in which Headquarter of Coal Co. is situated), India only have the jurisdiction to deal with and decide any legal matter on dispute what so ever arising out of the contract.**

4.19 COST OF BIDDING

Refer CI no. 22 of Detail e-tender notice

4.20 AMENDMENT OF BIDDING DOCUMENTS

Refer CI no. 7 of Detail e-tender notice

4.21 AGREEMENT

Job No.....

70

Signature of Bidder
with seal and date

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 36 months of construction period and extension, if any from the date of signing of Contract or handing over of site whichever is later plus 20 (twenty) years from the date of start of commercial operation.

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 BCCL specifying such default and requiring such default to be remedied, then BCCL 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 **and the coal deshaling plant (land including buildings, structures, machinery etc.) shall rest in and be the absolute property of BCCL.**

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 BCCL 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 BCCL.

4.21.5 In the event of acquisition of the deshaling plant or any portion thereof prior to completion of contract by any agency other than BCCL 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 BCCL and that of plant and equipment and building etc.

shall belong to the DPO. The compensation money, if any, paid by the agency for loss of business shall be shared equally between BCCL and the DPO.

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 in (Name of State in which Headquarter of BCCL is situated), 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 deshaling plant shall continue till expiry of contract for operation & maintenance i.e. 20 years from the date of commercial operation of the deshaling plant.

4.24 HANDING OVER OF LAND & PLANT BY DPO TO BCCL

After expiry of contract i.e. after 20 years of commercial operation, DPO will handover the land including buildings, structures and machinery to BCCL without any monetary claim. The DPO shall also handover various information/ document regarding the plant viz. engineering data, drawings, manuals etc.

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 DPO, a decision made by EIC is not in accordance with the meaning and intent of the contract, the DPO 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 DPO'S CO-OPERATION WITH BCCL

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

4.27 DEFENCE OF SUITS

If any action in court is brought against BCCL or engineer or an officer or agent of BCCL for failure or neglect on part of the DPO 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 DPO, his agents, representatives or his sub-Contractors, workmen, suppliers or employees, the DPO shall in all such cases indemnify and keep BCCL, 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. BCCL may, on demand, issue an Essentiality-Certificate (EC) to the Job No.....

successful bidder to enable him to procure steel and cement. However, procurement of such materials against the EC issued by BCCL 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. BCCL may on request of the successful bidder, render the necessary assistance in obtaining the import licence.

4.30 STORES

The DPO 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 deshalting plant shall have to be provided by the DPO and at the time of completion/ termination of the contract period, the same should be handed over BCCL.

4.33 GENERAL CONDITIONS

4.33.1 Operation & Maintenance of P&M

Job No.....

74

Signature of Bidder
with seal and date

The successful bidder shall use and operate the machinery carefully and maintain the same in good working condition and repair 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 Deshaling Plant 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 deshaling plant operation.

4.33.2.4 In the event of any losses or expenses or damages suffered by BCCL due to any claim made against BCCL 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 deshaling plant, the successful bidder shall keep BCCL 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 DPO. The DPO's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

4.33.2.6 The DPO 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 DPO 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 BCCL by the DPO 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

Job No.....

Signature of Bidder
with seal and date

The successful bidder shall furnish to BCCL 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, 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 All relevant taxes & duties pertaining to washing charge shall be reimbursed by BCCL to the DPO on actuals after producing documentary evidences in support of taxes & duties paid by the DPO. (Payment on account of any inclusion or deletion in taxes & duties, shall be decided mutually by BCCL and the DPO.).

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 BCCL or any other person and the successful bidder shall save harmless and indemnify BCCL 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 All the relevant clearances/ approvals for installation and operation of the washery under relevant acts like Environment Act, Pollution Control Act, Mines Act, Indian Electricity Act and Factory Act etc. shall have to be obtained by the successful bidder

from competent authority of State and Central Government as applicable BCCL may render assistance to the successful bidder in obtaining consent/ approval, if required.

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

BCCL shall supply raw coal at raw coal receiving pit/ stock yard of the washery, will check quality of raw coal & saleable product at loading points and also that of rejects. BCCL shall have access to the plant during construction & operation. They will also have access to various data of the plant of DPO 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 BCCL 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 DPO:

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
Job No.....

Signature of Bidder
with seal and date

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 BCCL, then on the expiry of the period as may be specified by the Engineer-in-Charge (EIC) in a notice in writing

or

d. shall offer or give or agree to give any person in the service of BCCL 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 BCCL

or

e. shall try to obtain a contract from BCCL 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 BCCL shall in such an event give fifteen (15) days notice in writing to the DPO in this regard.

4.33.9.3 The DPO 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 BCCL, stop all further sub-contracting or purchasing activity related to the work terminated, and assist BCCL in maintenance, protection and disposition of the works acquired under the contract by BCCL.

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

a. If the DPO 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 DPO 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 DPO 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 DPO is an individual or a proprietary concern and the individual or the proprietor dies and if the DPO is a partnership concern and one of the partners dies, then unless BCCL. is satisfied that the legal representatives of the individual DPO 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, BCCL 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 DPO and/ or to the surviving partners of the DPO's firm on account of the cancellation of the contract.

The decision of BCCL that the legal representatives of the deceased DPO or

surviving partners of the DPO's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation, BCCL shall not hold the estate of the deceased DPO and/ or the surviving partners' estate of the deceased DPO and/ or the surviving partners of the DPO'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, DPO shall submit various information/ document viz. engineering data, drawings, manuals etc. to BCCL.

4.33.9.7 Suspension of work - BCCL shall have power to suspend the progress of the work or any part thereof and the Engineer-in-Charge (EIC) may direct the DPO 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 DPO, or for proper execution of the work for reasons other than any default on the part of the DPO, 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 DPO, extension of time shall be allowed by the BCCL equal to the period of such suspension. Any necessary and demonstrable costs incurred by the DPO as a result of such suspension of the works shall be borne by the DPO. BCCL shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the DPO or his sub-Contractor. The work shall throughout the stipulated period of contract, be carried out with all due diligence on part of the DPO. In the event of termination or suspension of the contract on account of default on part of the DPO, as narrated herein before, the

Security Deposit and other dues of this work or any other work under BCCL shall be forfeited and also the plant shall be brought under the absolute disposal of BCCL.

4.33.9.8 Foreclosure of contract in full or in part - If at any time after acceptance of the Bid, BCCL decides to abandon or reduce the scope of the work for any reason whatsoever, BCCL, through its Engineer-in-Charge (EIC), shall give notice in writing to that effect to the DPO. 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 BCCL 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 BCCL.

or

Job No.....

82

Signature of Bidder
with seal and date

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 BCCL 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 BCCL 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 deshaling plant 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 deshaling plant and its properties, the entire deshaling plant complex shall be provided with boundary wall of adequate height.

4.37 PROTECTION OF MONUMENTS AND REFERENCE POINTS

The DPO 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 DPO 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 DPO 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, BCCL shall ensure to

Job No.....

Signature of Bidder

with seal and date

supply required quantity of coal to the DPO 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 DPO immediately within 15 days.

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

Land lease rent will be realised in advance on annual basis. Whenever power will be provided by BCCL, the same shall be on chargeable basis at the prevalent rate. Similarly whenever water will be provided by BCCL, the same shall be on chargeable basis @ Rs. per 1000 gallons. 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 DPO 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 DPO 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. Before submission of 25% bill for the month as mentioned above, a statement with respect to total parameters regarding raw coal & washed coal related to preceding month is to be furnished by the DPO for enabling adjustment regarding penalties (as per Cl. No. 4.42) etc., if any.

iv. However, the balance bill/ invoice of 25% value shall be released only after verifying/ checking the parameters of washed coal loaded into the wagons and after due adjustment of penalty etc., if any. The payment as may become due against penalty etc. to be made by either party shall be raised by the DPO 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 (arrived from washed coal loaded into the wagons) or raw coal processed declared by the bidder, whichever is lower, with agreed washing charges.

vi. In case, the quantity of raw coal processed in the washery by DPO in the particular month is more or less than the quantity of raw coal supplied by BCCL, then the DPO shall give declaration to the satisfaction of the BCCL 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 BCCL to the DPO on actuals after producing documentary evidences in support of taxes & duties paid by the DPO.

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

b) Release of Payment by BCCL

- i. BCCL 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 BCCL. The DPO shall not account for necessary deductions in the 75 % bill that may be on account of penalty etc.
 - 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 DPO 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 deductions, if any. 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 DPO shall be released from the designated office (address of the designated person of BCCL.).
 - iv. BCCL 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 DPO and BCCL.

4.40.2 Washing charges shall remain firm for the first year of commercial operation of the deshaling plant 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 Coal

i) For increase in the ash% beyond 33.5% ('adb') on monthly basis, penalty will be imposed on the DPO for a sum equivalent to the penalty to be paid by BCCL to its customer(s).

ii) If the ash% of washed coal is more than 34% and not acceptable to the consumer, the successful bidder will have to modify the plant to achieve the ash% of 33.5% at their own cost within 15 days. In such case, no washing charge shall be paid to the DPO for the quantity of raw coal processed.

4.42.2 Penalty for increase in Total Moisture of Deshaled Coal over agreed limit

i) The total moisture of the Washed Coal will not exceed% (project specific). The successful bidder will have to guarantee that moisture in deshaled coal shall not exceed the specified limit to be supplied to the consumer.

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

iii) If the total moisture content of Deshaled Coal is more than% on a regular basis (one week), the Deshaled Coal will not be accepted and the DPO will have to modify the plant to achieve the desired moisture of ...% at their own cost within 15 days.

4.42.3 Penalty for lower capacity & Lower organic efficiency of the Plant

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 and capacity quoted in the offer 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%. 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 the quoted OE during operation, the penalty for lower OE shall be worked out and it will be equivalent to double the price of loss of deshaled coal. 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 DPO shall take corrective measures to establish minimum 95% OE of the plant within a week. However, penalty shall remain in force till the DPO achieves the quoted OE.

4.42.4 Commitment charges for Lower Receipt of Raw Coal

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

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 BCCL. The amount of commitment charge shall be 15% of the basic price of raw coal for quantity under default or it shall commensurate with the commitment charge paid by BCCL to its consumer due to short supply of deshaled coal on this account.

4.42.5 Commitment Charges for Short Supply of Raw Coal

In case, BCCL is unable to supply programmed quantity of raw coal from the date of start of commercial operation of the plant, BCCL 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 DPO.

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, BCCL 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 BCCL by the DPO after annual reconciliation.

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 the quoted one, bonus will be paid to the DPO by BCCL. 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 achieved due to higher OE than the quoted one. Bonus will be shared equally by the DPO & BCCL.

4.44 — DEMURRAGE CHARGES

~~Responsibility of indenting of Railway wagon shall lie with the WO/ (Name of the Coal Co.)—Project specific. The WO/ / (Name of the Coal Co.) 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 BCCL 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 BCCL. In case, there is delay in completion schedule of the subject work due to the fault on part of BCCL, the escalated washing charge for the delayed period 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),

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).

The formula for escalation of washing charges 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 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 date of start of commercial operation of the washery

Job No.....

Signature of Bidder

with seal and date

WPI₁ = Wholesale Price Index on the subsequent year i.e. the date on completion of the 1st year of commercial operation of the washery

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 BCCL to the DPO on actuals after producing documentary evidences in support of taxes & duties paid by the DPO.

4.46 MANAGEMENT SUPERVISION & QUALITY CONTROL CHARGES

The successful bidder will have to pay BCCL charges for rendering services like management supervision during construction period @ Rs. per month till the start of commercial operation and management supervision & quality control charges during operation @ Rs. per tonne of Raw Coal processed after start of commercial operation.

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

GENERAL

(To be submitted by Bidder/ each member of Associate / Consortium route)

Sl. No.	Particulars	Reply
1.0	Full legal Name of the organization:	
2.0	Communication details	
	i) Full Postal Address(es)	
	ii) Name and designation of the person to be contacted	
	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) Registered Partnership Firm	
	b) Body Corporate	
	c) Joint Stock Company	
	d) JV Company	
	e) Subsidiary Company	
	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, 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	
5.0	In how many assignments and/ or projects penalties were imposed on you for delay? If your answer is "yes", furnish details.	

Job No.....

93

Signature of Bidder
with seal and date

6.0	Have you ever been black listed by any Govt. or Private organization? If your answer is "yes" by whom, when and why? Furnish details.	
7.0	In case of foreign entity, name and address of Indian representative, if any	
8.0	Division of work between the bidders and Associate(s) for setting up and operation of the deshaling plant	
	Name of bidders/ Associates (with % of equity in this project)	Proposed responsibilities
	1) 2) 3)	

Sl. No.	Particulars	Reply
9.0	Other details	
9.1	Certificate of Registration as per statutory requirement under contract labour laws, as may be applicable.	
9.2	If registered with CIL or its subsidiaries (Quote registration no., date & name of the work)	
<p>Furnish a write up alongwith roadmap indicating broad approach for design, installation, operation and maintenance of deshaling plant covered by this offer.</p>		

**Format for Memorandum of Understanding between
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 a Mtpa Coal Deshaling Plant at (name of the place & Coal Company), on BOO concept

Ref : Bid 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 the coal deshaling plant at (Place) in (name & address of the Company) on BOO concept and hereby undertake:

1.0 to be held jointly and severally responsible for the Coal Deshaling Plant 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 / Coal Deshaling Plant as per Cl. No. 5.1.2.

3.0 that I, (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 / Coal Deshaling Plant as per Cl. no. 5.1.2.

4.0 that I, M/s (Name of the Bidder) have the financial qualification as per Cl. no. 5.1.3.

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

Job No.....

96

Signature of Bidder
with seal and date

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)	Set up/ Operation/ none*	Entire Contract Period Or minimum period of two years after start of commercial operation	.....
3.	M/s..... (Associate 2)	Set up/ Operation/ none*	Entire Contract Period Or 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/ Coal Deshaling 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 :

Witness of Bidder

Witness of Associate 1

Witness of Associate 2*

Signature:

Signature:

Signature:

Name:

Name:

Name:

Designation:

Designation:

Designation:

Official address:

Official address:

Official address:

Date :

Place :

Job No.....

Signature of Bidder
with seal and date

* Strike out which is not applicable.

Job No.....

Signature of Bidder
with seal and date

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 a Mtpa Coal Deshaling Plant at (name of the place & Coal Company), on BOO concept

Ref : Bid 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 Attornies") whose specimen signature is attested below as our Attornies 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 (name of the Coal Co.).

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.

Job No.....

100

Signature of Bidder
with seal and date

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 1st Attorney:

Name of 2nd Attorney:

Designation:

Attested

.....

(Signature of the executant)

Signed and delivered by

Job No.....

Signature of Bidder
with seal and date

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

FORMAT FOR AUTHORIZATION OF DSC HOLDER

[If the digital signature certificate holder is the bidder himself then self-declaration of bidder to this effect, otherwise an authorization in the form of Power of Attorney or any sort of legally acceptable document from the bidder to the DSC holder authorizing him to submit the offer on behalf of bidder.]

Job No.....

103

Signature of Bidder
with seal and date

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

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

Undertaking by Holding Company / JV Partners as per Cl. No. 9.1.2 and 9.1.3 of detail e-tender Notice of this Bid document (To be given on on non-judicial stamp paper of Rs.50/- in the form of an Affidavit duly notarized)

Sub: Setting up of a Mtpa Coal Deshaling Plant at (name of the place & Coal Company), on BOO concept

Ref: E-Tender Notice No.

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:

Job No.....

105

Signature of Bidder
with seal and date

- 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.**

Affidavit 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 him 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 a Mtpa Coal Washery at (name of the place & Coal Company), on BOO concept

Ref: E-Tender Notice No.

1. All information furnished by me / us on-line in respect of fulfillment 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.....

EXHIBIT - 8

FINANCIAL

(To be submitted by Sole Bidder / Lead Member)

Sl. No.	Particulars	Reply
1.0	Financial Qualification requirement	
	a) Bank reference (Please give full name and address of all your bankers).	
	b) Turnover for the last three consecutive years (from last day of the month previous to the one in which bid is invited) shall be minimum of ₹ 60.0/ 40.0/ 24.0 Crores for 10.0/ 5.0/ 2.5 Mty plant respectively	
	c) Evidence of possessing adequate working capital (as per last financial year previous to the one in which bid is invited) of ₹ 40.0/ 26.0/ 16.0 Crores for 10.0/ 5.0/ 2.5 Mty plant respectively inclusive of access to lines of credit and availability of other financial resources to meet the requirement	
	d) If the bidder furnishes evidence for a minimum net worth (as per last financial year previous to the one in which bid is invited) equivalent to ₹ 50.0/ 33.0/ 20 Crores for 10.0/ 5.0/ 2.5 Mty plant respectively then no evidence w.r.t. 'b' & 'c' above is required to be furnished	
	e) Photocopies of Auditor's report or Chartered Accountant's certificate for the last three consecutive years (from the last day of the month previous to the one in which bid is invited).	

Job No.....

108

Signature of Bidder
with seal and date

	f) Photocopies of Income Tax Paid (in lakhs) certificate for the last three (3) consecutive years (from the last day of the month previous to the one in which bid is invited).	
	g) Income Tax clearance certificate for the last three (3) consecutive financial years (from the last day of the month previous to the one in which bid is invited).	

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 Tender/ Offer for the work _____ against NIT No./Tender ID _____ dated _____
 2. All information furnished by me/us on-line in respect of fulfillment 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, BCCL may cancel my Tender/ Offer and action as deemed fit may be taken against me / us, including termination of the contract, forfeiture of Earnest Money/ Project Financial Security 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.

Job No.....

110

Signature of Bidder

with seal and date

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.....

BROAD PARAMETERS

SL. No.	Broad Parameters	Information
1	Raw Coal throughput Capacity (Mty) (project specific)	2.5/ 5.0/ 10.0 or any other* of raw coal on 'as received basis' (arb)
2	Raw Coal Quality (project specific)	
2.1	Monthly average ash% ('adb')	.....
2.2	Range of day-to-day ash% ('adb')	From to
2.3	Average Total Moisture% (day-to-day)	.....
2.4	Range of Total Moisture% (day-to-day)	From to
2.5	Raw coal Size (+) 100/ (-) 200 mm	.....
3	Product Quality	
3.1	Washed Coal	
a)	Monthly Average Ash% (adb)	33.5
b)	Range of Ash% (adb) on daily basis	33.5 \pm 0.5
c)	Total Moisture% (on consignment basis). Total Moisture shall not exceed% (project specific as per FSA)	..... (to be quoted by the bidder)
3.2	Reject	
a)	Monthly Average Ash% (adb). Ash% shall be more than 60%	..... (to be quoted by the bidder)
b)	Total Moisture% on day-to-day basis	..... (to be quoted by the bidder)
3.3	Product size (mm): Not more than 50	..... (to be quoted by the bidder)
4	Operating Conditions	
	No. of days per year: Project specific - commensurating with the mine operation	.....
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'	7500/ 15000/ 30000*
4.1.4	Hourly (tph) on 'arb'	500/ 1000/ 2000*
4.2	Washing Section	
4.2.1	Daily (te) on 'arb'	7500/ 15000/ 30000*
4.2.2	Hourly (tph) on 'arb'	425/ 850/ 1700*
5	Loading & Despatch of Deshaled Coal	

SL. No.	Broad Parameters	Information
5.1	Mode of transportation (Rail/ Road/ Belt Conveyor) — Project specific	.....
5.2	Loading Rate (tph)	..... (to be quoted by the bidder)
6	Loading & Despatch of Reject	
6.1	Mode of transportation (Rail/ Road/ Belt Conveyor) — Project specific	.....
6.2	Loading Rate (tph)	.....
6.3	Distance (Km) of storage site for reject dumping (project specific)	.....
7	Railway Siding (project specific – Location & distance from Coal Deshaling Plant site)	.....
8	Details of Force Majeure condition existing in the place of operation at the time of submission of offer and consideration taken into account for them as per CI 4.34	.....

A. Description of Washing Scheme alongwith Flow Diagram

B. Detailed work programme

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	Classification Screen				
5	Main Beneficiation equipment (Jig, H.M. Bath, Cyclones, any combination thereof etc.				
6	Dewatering Equipment				
7	Rapid loading system				
8	Power transformers				
9	OCB' s/ACB' s				
10	H.T./ L.T. Motors				
11	PLC control				
12	Instrumentation (solid/ liquid level sensors, belt weighers, ash & moisture monitor, density monitor, etc.)				
13	Cables (Power control)				
14	Illumination				
15	Communication system				
16	DG set				

Job No.....

115

Signature of Bidder

with seal and date

17	Any other				
----	-----------	--	--	--	--

Job No.....

116

Signature of Bidder
with seal and date

B. Format for Furnishing Details of Civil Buildings & Structural

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

Job No.....

117

Signature of Bidder
with seal and date

A. Format for Furnishing the Requirement of Electricity

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

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 'arb')	

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

Job No.....

119

Signature of Bidder

with seal and date

**TPS (TECHNICAL PARAMETER SHEET) & BoQ (BILL OF QUANTITY)
SHALL BE ATTACHED DURING FLOATING OF TENDER**

Job No.....

120

Signature of Bidder
with seal and date