

SO no: 11000112421254 dt. 21.12.2021

Supply of Chair Lift Manriding System

केवल नागपुर कोर्ट के अधिकार क्षेत्र में

Under Jurisdiction of Nagpur Court only



वेस्टर्न कोलफील्ड्स लिमिटेड
Western Coalfields Limited
(मिनीरत्न कंपनी) (A Miniratna Company)
(कोल इंडिया लि. की अनुषंगी कंपनी)
(A Subsidiary of Coal India Limited)



सामग्री प्रबन्धन विभाग
CIN - U10100MH1975GO1018626 FAX: 0712-2510284 www.westerncoal.nic.in
Department of Material Management

पंजी. का. : कोयला विहार, सिविल लाइंस, नागपुर (महाराष्ट्र) -440001/Coal Estate, Civil Lines, Nagpur(MS)-440001

SO. NO. 11000112421254

Dtd:- 21.12.2021

SUPPLY ORDER

To
M/s Eimco Elecon (India) Limited
Anand Sojitra Road,
Vallabh Vidyanagar - 388 120
Distt. Anand, Gujarat
GSTN:- 24AAACE4645C1Z5

Vendor Code: 10003175
Vendor Category:- Manufacturer
Email:- hbshukla@eimcoelecon.in
Ph:- 99099 17833

Dear Sir,

- Sub:** Formal Order for Supply, Installation & Commissioning of Chair Lift Man riding System
Ref: 1. Open tender enquiry no. Hq-pur-asn-ra-e116-2020-21 (Tender ID No. 2021_WCL_194143_1) opened on 17.02.2021 for Procurement of Chair Lift Man riding System and price bid opened on 28.06.2021
2. Your offer vide Bid id no :612970 dt. 12.02.2021 and subsequent shortfall documents/ Clarifications on e-procurement
3. Your confirmation letter no. EIM/UGM/852/02 dtd. 13.10.2021 and EIM/UGM/852/03 dtd. 29.11.2021
4. E-Office ref no: E-115069

This has reference to above. We are pleased to place FORMAL ORDER on you for the Supply, Installation & Commissioning of Chair Lift Man riding System as per the rates, technical specifications and terms and conditions stipulated below and general terms and conditions enclosed.

Sl. No.	Description	Quantity	Basic Price (Rs./ set	Estimated price(Rs)
1	Supply, Installation & Commissioning of Man riding Chair Lift System	1 Set	3,90,00,000.00	3,90,00,000.00
			GST: Extra @ 18%	70,20,000.00
			Total Order Value	4,60,20,000.00

Total Order Value: Rupees Four Crores Sixty Lakhs Twenty Thousand Only

Scope of supply, detailed Technical Specifications and other technical terms and conditions/requirement as per Annexure-A Enclosed

The Chair Lift Man riding System to be supplied shall comply with the technical specification, Scope of Supply, Scope of Work, General Technical Terms and conditions of the NIT and perform satisfactorily as per the NIT terms and conditions.

OTHER TERMS & CONDITIONS:

1. **Prices:** The above prices are FIRM and on F.O.R. destination basis inclusive of Packing, forwarding, freight and Insurance charges upto destination stores.

2. **Goods and Service Tax (GST):** GST shall be paid extra on the basic price, as applicable on the date of supply. The present rate of GST is @ 18%

You shall submit the GST compliant Invoice as per the GST rules, indicating all the details as required as per the GST rules, including the HSN code, components of CGST / SGST / IGST(as applicable) etc, which shall enable WCL to avail the Input Tax Credit Set off as per the GST rules. The ITC set off against the GST shall be availed by the Paying Authority, as per the GST rules.

You shall upload the Tax Invoices/Debit Note/Credit Note in GST Portal, make payment of GST and file returns in time, as prescribed under GST Act and Rule to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility under GST. In case WCL is unable to avail ITC or any liability arises to WCL due to failure on the part of supplier to comply the above provisions , the entire amount including Interest (If any) borne by WCL shall be recovered from you / your authorized dealer.

3 **Delivery:** a) Supply of materials shall be completed within 03 (three) months, which shall be reckoned from the 7th day of order date.

b) Installation, testing & commissioning to be completed with 06 (six) months from the date of supply order or 03 (three) months from the handover of clear site from WCL whichever is later. Handing over of clear site from WCL favorably within 2 months of placement of supply order shall be the responsibility of competent authority of the respective areas.

No material to be supplied without delivery extension. Request for extension of delivery period to be made within the schedule delivery period.

Grace Period : A grace period of 25% of original delivery period or 21 days, whichever is earlier, unless specifically disallowed will be applicable.

Where supplies are made within the grace period, there is no necessity for any extension in delivery period and the paying authorities shall make payment without any amendment to the contract delivery period. No liquidated damages are leviable in respect of supplies made within the grace period. The extra expenditure, the purchaser may have to incur on account of increase/fresh imposition of GST/CST/VAT, Excise/Customs Duty etc. which takes place within the above grace period will also not be recoverable from the suppliers.

The grace period is allowed as a matter of grace and is not intended to operate as extension of the delivery period. The grace period will only apply to the original contract delivery period / refixed delivery period and will not be applicable once an extension of delivery has been granted.

4. **Inspection:** Final Inspection of the consignment shall be carried out at the destination stores, which will be arranged by the consignee on receipt of stores.

In case during inspection, any item is found not conforming to the specification as per order, the supplier shall have to replace the item free of cost to WCL. WCL shall reserve the right to short close the supply or cancel the contract in such situations.





5. **Consignee** : Any Project / Mine / Regional Stores of WCL. Tentative consignee details are as under:

Qty	Project	Area	POSTAL ADDRESS OF THE CONSIGNEE
1 set	Patansaongi	Nagpur	The Depot Officer, Regional Stores, Western Coalfields Limited, Nagpur area, PO : Silewara Colliery, Distt:-Nagpur (M.S) 441109, GSTN:- 27AAACW1578L1ZW

6. **Payment terms:**

- a. 80% value of the equipment and 100% taxes and duties and other charges excluding cost of civil works, erection & commissioning charges shall be made within 21 days after receipt and acceptance of materials at site at the consignee's end and submission and Acceptance of Performance Bank Guarantee valid for 15 months from the date of commissioning of the equipment.
- b. Balance 20% payment including cost of civil works, erection & commissioning charges shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of successful commissioning certificate, signed by Staff Officer of the technical department of the area / Area General Manager of WCL, where the equipment has been deployed.

7. **Paying Authority:** General Manager (Fin), Western Coalfields Limited, Hqrs, Nagpur 440001

8. **EFT Details of the supplier:** As per Bank Mandate of the firm Enclosed as Annexure-B

9. **SUBMISSION OF BILLS:** The following documents are to be submitted along with original bills as per terms of the supply order to the consignee.

- Pre-receipted and stamped GST compliant Invoice as per GST rules
- Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017)
- Consignment note / RR/ LR in original (if applicable).
- E-Way Bill (if applicable) as per the GST rules
- Warranty / Guarantee certificate
- Price Fall Certificate
- Any other document indicated elsewhere in the order, if applicable.

10. **Mode of dispatch:** All the stores securely packed are to be dispatched by road transport to the consignee on Freight paid basis.

11. **Security Deposit:** You have to furnish Security Depot amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 3% (Three percent) value of the awarded contract i.e. **Rs. 13,80,600** /- (Rupees Thirteen Lakhs Eighty Thousand Six hundred only) without having any ceiling within 15 days time from the date of supply order to the order placing authority. In case of Bank Guarantee (SDBG) the same is to be issued from a RBI Scheduled Bank in India (on a non-judicial stamp paper) and to be issued by the issuing bank on your behalf in the favour of "Western Coalfields Ltd " shall be in paper form as well as issued under "Structured Financial Messaging System"(SFMS), the format of which is attached as Annexure-D.

The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee. Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee

If you fail to deposit the security deposit within 15 (fifteen) days from date of placement of order, another opportunity shall be given to you for submission of Security Deposit within next 15 days. If you still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit shall be waived, as the purpose of submission of SD is fulfilled. But If you fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at your risk and cost. Moreover, your performance shall be kept recorded for future dealings with you. Further, if during execution of the contract, if you fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by WCL.

In case if you did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD shall be deducted from the first bill or in case of insufficient amount from subsequent bill(s) till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.

Note: For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

The bank guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra).

The Bank Guarantee issued by the issuing bank on behalf of the supplier in the favour of Western Coalfields Ltd shall be in paper form as well as issued under "Structured financial messaging system". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of beneficiary and details	
Name	Western Coalfields Ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur – 440001, Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
BG ADVISING MESSAGE – 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following address by Registered post / Speed Post.

General Manager (MM) I/c
Materials Management Wing
Western Coalfields Ltd HQ, Coal Estate, Civil lines
Nagpur – 440001 Maharashtra

Any extension / amendments to the BG shall be done following the same procedure as above.

For ready reference and updation of BG in WCL portal , it is necessary that BG issuing / amending bank send the BG advise in the form of message format 760COV /767COV via SFMS (Structured Financial Messaging System) as provided by RBI.

In the event of BG issuing / amending bank not sending the message 760COV /767COV or committing any error while capturing the details at least in the above mentioned field, BG confirmation through online portal would not be updated if issuing bank does not adhere to advisory, WCL will not be responsible

The above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode to avoid any problem in future.

Original bank Guarantee issued by the Issuing Bank shall be sent by the Issuing Bank to concerned Department/Area by Registered/ Speed Post.

The beneficiary's bank/advising bank shall send a copy of advice received under SFMS mode to concerned Area/HQ through e-mail at their e-mail id and provide print out of the said message from advising bank with seal and signature, to the Finance Dept, of concerned Area/HQ. For this purpose, each Area/HQ shall provide their e-mail ID to the Advising/Beneficiary Bank.

On receipt of the original Bank Guarantee from the Issuing Bank, the concerned department of Area/HQ shall verify the validity/amount of BG and further approach their Associate Finance Department for an advice of BG confirmation received under SFMS mode.

Associate Finance department of the Area/HQ shall forward the advice received under SFMS mode from Advising bank to the concerned department of Area/HQ at their e-mail ID and also hand over the print out of the advice with sign and seal of the Advising Bank. The BG advice received under SFMS mode may be forwarded by Associate Finance department to concerned department suo-moto along with print out of the advice with sign and seal of the Advising Bank, if the details of concerned Area/ department is known.

On receipt of Original BG in paper form, the concerned department shall verify the same and if found in order, forward the same along with the confirmation message to their AFM/HOD(Fin) /Associate Finance for safe custody.

Concerned Associate Finance of the HQs/ shall pass on the BG along with the confirmation message so forwarded by the concerned department (after acceptance) to their Associate Finance section for safe custody.

Under SFMS, extension/subsequent amendments to the BG can be done following the same procedure as stated above.

For encashment, the BG shall be placed directly before the issuing bank at Nagpur Branch.

12. Guarantee/ Warranty: A) You shall warrant the equipment supplied under the contract :-

(a) is new, unused and are of the current design not likely to be discontinued or become obsolete within the life span of the equipment.

(b) is in accordance with the contract specifications.

(c) shall have no defects arising out of design, materials or workmanship

(d) shall perform the functions (for which it is designed) satisfactorily.

(e) To keep and supply essential spares at free of cost, which are required during warranty at site to reduce down time.

B) The guarantee/warranty shall be valid for a period of 12 months from the date of commissioning of the equipment or 18 months from the date of receipt of the equipment at consignee's premises, whichever is earlier.

13. Performance Bank Guarantee:- You have to furnish Performance Bank Guarantee issued by any scheduled bank for the amount equivalent to 10% of the landed order value i.e for

Rs. 46,02,000 /- (Rupees Forty Six Lakhs Two Thousand only). The BG shall remain valid for a period of 15 months from the date of commissioning of the equipment.

The Bank Guarantee to be issued by the issuing bank on your behalf in the favour of "Western Coalfields Ltd" shall be in paper form as well as issued under "Structured Financial Messaging System"(SFMS), the format of which is attached as Annexure-E.

The PBG shall be released after satisfactory completion of the Guarantee / Warranty Period upon confirmation of GM(E&M) HOD, WCL Hqrs or extended as deemed fit.

The Procedure for submission of Bank Guarantee / verification is as indicated at Security Deposit Clause above.

Security Deposit may be converted into Performance Bank Guarantee (PBG)

14. Liquidated Damages:

(a) In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right:

(a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or

(b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or

(c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment/stores at the risk and cost of the defaulting supplier and also,

(d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (a) above.

(e) To forfeit the security deposit full or in part.

(f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

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

(b) Denial Clause:

In case of extension of delivery period, any increase in statutory duties and/or upward rise in prices due to price variation clause and/or exchange rate variation clause, is to be borne by the seller during the extended delivery period, while purchaser reserves its right to get any benefit of downward revisions in statutory duties, PVC and exchange rate variation clause.

15. Force Majeure Clause:-If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provide further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL / Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain."

16. Risk Purchase Clause:

In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, WCL shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. The cost as per risk purchase exercise shall be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the same Subsidiary Co. and/or in any other Subsidiary Companies / CIL.

Risk Purchase Action shall be initiated as a last resort, if the supplier has failed to deliver despite having been given adequate and proper notice to discharge its obligations and under any of the following conditions:

- a) When the supplier fails to deliver the materials even after extending the delivery period.
- b) When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
- c) When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.

17. Lowest Price Certificate:- You have undertaken that the prices quoted by you for the ordered items are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization

18. Price Fall Clause:-

"You have undertaken that you have not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other P S U or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization at a lower price

during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

(i) The currency of contract will mean the period till completion of supply.

(ii) It shall be your responsibility to inform the purchaser of offer to supply / supply of the similar /ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization during the currency of the contract.

(iii) You shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar /ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization.”

19. Settlement of Disputes through Court of Law of Competent Jurisdiction: The Courts in whose territorial jurisdiction the place from where contract is being issued is located i.e. Nagpur shall be competent to deal with any matter arising out of this purchase Order/Contract. Therefore any disputes/claims arising out of the contract entered into with the suppliers will be subject to the jurisdiction of the Nagpur court of law


20. General Conditions of Contract: All other terms and conditions shall be as per the NIT. This order shall also be governed by the General Conditions of Contract attached as Annexure-C, unless and otherwise specified above.

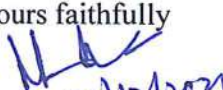
21. Integrity Pact: Integrity Pact as per format (Annexure F of the NIT) signed and furnished by you along with the offer shall remain valid and applicable for this contract.

Names, Full Address, Phone no and email Id of both the Independent External Monitors is as under:

Sl no	Name of IEM	Address	e-mail ID	Mobile number
1	Shri A.K.Mohapatra, IFS (Retd)	Flat no 201, Manjusha Manor, Plot no N3/382, IRC Village, Bhubaneshwar 751015	amiyaifs@gmail.com	9437002530
2	Dr (Mrs) Nivedita P Haran, IAS (Retd)	23, IFS Villas, P-6, Builders Area, Greater Noida 201310	nharan@gmail.com	8943440525

This order is being placed on the basis of terms and conditions already accepted by you as per the NIT terms. You may acknowledge the receipt of this order within 15 days from the date of receipt of this order.


(Ashish S. Nagarkar)
प्रबंधक (सा.प्र)

Yours faithfully

(NV Raghu Babu)
मुख्य प्रबंधक (सा.प्र)

SO no: 11000112421254 dt. 21.12.2021

Supply of Chair Lift Manriding System

Enclosures: -

1. Annexure A- Detailed technical specification along with Scope of Supply, drawings
2. Annexure B -Bank Mandate Form of the supplier for Bank Details
3. Annexure C- General Conditions of Contract
4. Annexure D- Bank Guarantee Format for Security Deposit
5. Annexure E- Bank Guarantee Format for Performance Bank Guarantee
6. Annexure F- Pre-contract Integrity Pact

Copy to :

1. GM(E&M)HOD, WCL, Nagpur
2. GM(P&P) HOD/ GM(Fin)-I WCL(HQ), Nagpur
3. AGM/SO(MM) / SO(E&M)/Depot Officer, WCL Nagpur Area
4. Ch. Manager(Fin)CP, WCL Hqrs
5. Ch. Manager(MM) / Admin- WCL hqrs
6. IEM, Dr. (Ms) Nivedita Haran, 23, IFS Vilas, P-6, Builders Area, Greater Noida 201310
7. IEM, Shri A.K.Mohapatra, Flat no 201, Manjusha Manor, Plot no N3/382, IRC Village, Bhubaneshwar 751015

Indent details:- Ind/20-21/3260/00265 dt 23.07.2020 for 1 set of MRS for Patansaongi

BC Reference:BC no. FA/WCL/CAP/BC/OPM/12/58/58, Dated. 18.12.2021 for Rs. 460.20 Lakhs

AS Nagarkar
21/12/2021
प्रबंधक (सा.प्र)

[Signature]
21/12/2021
मूक्य.प्रबंधक (सा.प्र)

DETAILED TECHNICAL SPECIFICATION**ANNEXURE-A**

1.1- Supply, Installation & Commissioning of MANRIDING CHAIR LIFT SYSTEM :- 1 SET as per scope of supply	
1.2-Tenderers should inspect the Mine before submitting the offers.	
1.3-Standard to be conform : IS 17242:2019	
a-Mine: Patansaongi	
b-Area: Nagpur	
c-Location: Incline no. 7	
d-Length : 712 Mtrs	
e-Gallery height: 2.5 Mtrs (Min.)	
f-Gradient:Varies in segment (MAX.1:3.9)	
g-Rope safety factor (Min.):10	
h-Ropes for chairlift shall meet the requirements to relevant I.S.S. Of winding rope of man-winding system and DGMS approval	
i-Type of equipment: Chair lift type Man riding system	
2.0.-PARAMETRS	
a-Model of equipment	CLS 10
b-Pulling force required at the drive	18.87 KN
c-Motor KW	90 KW
d-Make of Motor:	LHP/CG/ Equivalent
e-Rope diameter	16 mm
f-Rope type & construction.	6X7, Sisal core, galvanized, non Lubricated
g-Minimum braking force	167 KN
h-Rope weight	0.909 kg/Mtrs
i-KW of starter:	90 KW
j-Make of starter:	Mine line/Prabhu/ Equivalent
k-Acceptable make of contactors: Any make (Govt./Govt.approved test house tested)	L&T/Siemens/equivalent
3.0.-SCOPE OF SUPPLY :-	
a-Drive unit assembly complete with Station: 1 set	
b-Return unit assembly & Station: 1 set	
c-Gate way.: 712 Mtrs	
d-No of Chairs: 100 nos.	
e-Intermediate Station : 1 set	
f-Curve Station : 3 sets {As per Clause No. 6(b)}	
g-Pull cord switches: 16 nos	
h-Pull cord rope : 712 Mtrs	
i-Dedicated telephone system with 4 nos station pagers.	
4.1-SERVICE CONDITIONS :	
a-Place of installation: coal mines. Under ground	
b-Duty: Continuous (24 hrs/day)	
c-Maximum ambient air temperature: 45 deg.C.	
d-Relative humidity (max): 98.00%	
e-Environment: Dusty (mostly coal dust)	
f-Distance between 2 chairs (Max): 15 Mtrs	

g-Distance between 2 Pulley stations (Max) : 15 Mtrs
h-Man Riding Capacity : 200 persons per hour (at a speed of 2 Mtr/Sec.)
i-Traveling speed: Adjustable between 0' to '3' Mtr/Sec.
j-Type of drive: ' Electro-hydraulic
k-Diameter of the drive unit sheave: ' 80 times the diameter of wire rope
l-Voltage system at site: ' 550 V \pm 6%, 3 Ph, 50 Hz
4.2-DESCRIPTION OF CHAIR LIFT SYSTEM :
a-The chair lift system for men transport shall be an endless haulage system driven by Electro-hydraulic power pack incorporating complete safety devices as necessary for transporting men in underground mines.
b-The system shall consist of a drive unit arrangement, curve station, intermediate station, return station, rope guiding pulleys with fittings and electricals as required as per site condition. (Tenderers are requested to visit site before submitting their offers).
c-The drive unit arrangement, electro-hydraulic drive, shall comprise of an Electro-Hydraulic power pack and a high torque hydraulic motor directly connected with the driving pulley.
d-The device shall be equipped with built in automatic brake system.
e-The speed of the rope shall be adjustable as specified at clause No.4.1.(i) at maximum. In case of electro-mechanical drive, the speed variation shall be achieved by incorporation of variable speed drive.
f-The return end installation shall comprise of a roof suspended / Pedestal mounted system fitted with return pulley and suitable rope tensioning arrangement.
g-Detachable chairs shall be provided which can be easily engaged with and disengaged from the wire rope at the embarking and disembarking station. Arrangement of the chairs shall be capable of negotiating up to 18 deg. Inclination.
h-The embarking station shall be specifically designed taking into consideration all safety precautions. At the starting point the chair shall be engaged on an inclined rail and when a lever mechanism is operated the chair along with person shall slowly glide to catch the running rope. At the time of disembarking the chair carrying the person shall smoothly leave the rope and glide over inclined rails slowly and there by comes to stand still position. Provision shall be made to prevent running back of the chair to the rope.
i-The rope shall be properly guided and its tension correctly controlled with the help of different types and sizes of pulleys installed at intervals over the entire length of the system.
j-The Man riding chair lift system shall be monitored by an operator at the driving station. The system shall be such that, it can be switched off by an emergency stop switch situated in the push button station at the driving station. There shall be number of pull cord switches with pull cord wire along the entire length of installation and by using any one of these switches the system can be stopped. For additional safety measure 2 switches shall be provided in the guide path of the counter weight in order to stop the system whenever the counter weight crosses the top or bottom limits. For better communication and co-ordination control between the drive station, intermediate station, curve station and return unit area a telephone communication system shall be provided in the installation.
5.0-PROVISION OF SAFETY DEVICES :
5.1-An over-speed tripping device shall be provided:
5.2-A device to prevent the backward movement of the system shall be provided;
5.3-Over-travel limit switch shall be provided on either end of run so as to stop the system, if any chair passed such limits;
5.4-Over stretch device (limit switches) shall be incorporated to stop the system in the event

of rope stretch beyond the present limit or snapping of the rope;
5.5-Rope speed indicator shall be provided in the Chair Lift Engine Room;
5.6-Pull chord shall be installed all along the roadway so that the system can be stopped from any point.
5.7-CLEARANCES: The following minimum clearance shall be provided :
a) Top of chair seat to floor : 1.0 meter (max)
b) From sides : 0.8 meter (min)
c) Center to center of Ropes : 1.2 Mtr (Min.)
5.8-Brake System:
a--Suitable type of brakes shall be provided to hold the drive pulley stationery when the maximum torque is applied by the motor on either direction.
b-Arrangement for testing the brake while holding the drive pull stationary when maximum torque is applied in either direction shall be provided.
c- The system shall be provided with service brake and an emergency brake. Each of these brake shall be able to ensure the safe stopping of the system under most favourable condition of loading.
d-Service Brake shall be inbuilt in the closed loop hydraulic system consisting of the high torque hydraulic motor and the swash plate typr pump. The service brae shall be capable of resisting the outside forces actuated by the loaded chair lift system on the drive sheave.
e- Emergency brake shall be a spring applied hydraullically released (fail safe type). In case of any failure in the system, spring shall be actuate the brake and stop the drive sheave. The brake shall be modifiable for clockwise or anti clockwise rotation of the drive sheave.
f- The factor of safety of all vital components forming the brakes shall not be less than 3.0 (three)
6.0-SCOPE OF SUPPLY IN DETAIL :
a-Detailed list of sub assemblies / components covered in the scope of supply as per clause no.3.
b-Any other item(s) not specified here in but may be required for completeness of the Chair Lift system and its safe & efficient operation is/are also included in the scope.
c-The sub-assemblies/ parts specified with their nomenclature are typical of design of a chair lift system in use in coal mines in India. Their inclusion in the scope of supply no way restricts the freedom of the bidder to offer alternate design, which warrants different parts with different nomenclature.
d-In case of any of the parts specified is (are) redundant / not applicable for the system offered due to variation in design, the same shall be indicated by the bidder, which will be acceptable only if the absence of the part(s) do not adversely affect the functioning, performance and safety of the system. Bidder shall confirm the same.
6.1-Drive unit: This shall consists of the following-
1-The drive station shall be firmly connected to a rigid foundation and so designed, constructed and maintained that with the power provided. The transportation of persons can be carried out with ease, regularity an safety.
2- The drive station consisting of a drive unit, electrical systems, power power pack and wire rope etc shall not be a source of danger to the passengers and chair lift operator. The passenger entrance shall not cross the path of the travel without ensuring proper safety, to avoid any possible accident to the passengers.
3- A suitable provision shall be made at prime mover or its controls to prevent reverse motion of prime mover.

4- Drive station shall be fitted with speed indicator at a suitable location for easy monitoring by operator.
5-- Drive station shall be provided with a suitable over speed tripping device.
6- The chair lift operator shall be located such that he will have clear view of the driving machinery and instrumentation. The controls and communicating devices will be within his reach.
7-Adequate and suitable type fire extinguishers shall be kept available at the drive station.
8- a suitable fencing and gate with interloach to stop the system shall be provided at drive station to avoid entry of unauthorized persons.
9-Hydraulic Power Pack consisting of a suitable variable displacement Hydraulic pump with seals compatible with the Fire resistant fluid and directly driven by adequately rated electrical motor with cooling system. Following safety features shall be provided in the hydraulic power pack : (a) pressure relief valves, to relieve pressure beyond rated working pressure, (b) Tripping on low oil level, (c) Tripping on low oil pressure, (d) Tripping if working oil temperature rises beyond 85° C, (e) Tripping of oil filter is choked & (f) Tripping on low booster pressure.
10-The design power pack shall be such that the speed of the rope can be adjusted from "zero to 3.0 m/sec (max)"
11-Suitable hydraulic device with locking arrangement shall be provided to regulate the speed of the rope and shall be capable of maintaining the constant speed of the system.
12- A suitable hydraulic device shall be provided, such that the variation of the speed of rope during acceleration or deceleration (start / stop) shall not give any sign of discomfort to the passengers.
13- An efficient cooling system shall be provided to maintain the hydraulic oil temperature within limit.
14-Chair lift drive unit made of strong frame of steel of adequate strength, consisting of drive sheave driven by high torque hydraulic motor and provided with spring applied hydraulically released (SAHR) brake for smooth, efficient and safe operation of the system. The drive unit shall be mounted on robust/ rigid base frame made of steel section of adequate strength and suitably fenced.
15-The diameter of driving sheave shall be not less than 80 times the diameter of wire rope. Drive sheave shall be provided with liner made of bronze and rubber / polyurethane material, having adequate coefficient of friction. The diameter of return sheave shall not be less than the distance between two ropes. Return sheave shall be provided with liner made of bronze and rubber / polyurethane material.
16-The sheave, on which carrying rope is supported, shall be made of carbon steel casting and conforming to IS 1030 or its revised version. They shall be mounted on suitable bearing with proper locking.
17- The speed of rope shall be maintained constant irrespective of any load conditions, the variation of speed in the most favourable conditions shall not exceed $\pm 5\%$.
18-Power to drive sheave shall be stopped automatically when any brake is applied or any tripping device is activated.
19- The contact angle of the rope on the drive sheave shall be designed such that even in most unfavourable combination of circumstances the required power is transmitted to the rope.
20- The material specification of sheave are as per Annexure A of IS 17242-2019
6.2. Drive unit assembly:



1--Horizontal pulley double with suitable liner.
2-Embarking rail with start device.
3--Manually operated feeder
4-Disembarking rail with Running Back stop device
5-Support for embarking and disembarking rail
6-Support for wing
7-Holding device for embarking and disembarking rail
8-Depression pulley, single cranked with suitable liner
9-Carrying pulley, single with suitable liner.
10-Depression pulley, double with suitable liner.
11-Carrying pulley, double with suitable liner
12-Suspension tube with flange
13-Universal clamp
14-Steel support beam
6.3-Return unit assembly:
1-Embarking rail with start device.
2-Manually operated feeder
3-Disembarking rail with Running Back stop device
4-Support for embarking and disembarking rail
5-Support for wing
6-Holding device for embarking and disembarking rail
7-Depression pulley single cranked with suitable liner.
8-Carrying pulley, single with suitable liner.
9-Twin carrying pulley, double with suitable liner.
10-Twin depression pulley, double with suitable liner
11-Suspension tube with flange
12-Universal clamp
13-Return station
14-Tensioning unit
15-Tensioning tower complete with counter weight
16-Steel support beam
17-Rail section
6.4-Gate Way System:
a-Carrying pulley, double with suitable liner
b-Depression pulley, double cranked with suitable liner
c-Twin carrying pulley, double with suitable liner
d-Twin depression pulley, double with suitable liner
e-Suspension tube
f-Universal clamp
g-Holding device to attach emergency pull cord switch
h-Holding device to attach emergency stop pull wire
i-Roof bolts
j-Glue cartouche/resin capsule as required at site
k-Chair (Should be comfortable in shape and size)
l-Suspension with rollers for chair and stretcher
m-Stretcher for underground mines (Minimum 2 Nos shall be supplied)

n-Suspension/carrying device for stretcher (Min. 2 Nos. shall be supplied)
o-Small cage for carrying tools, 100 Kg capacity (Min. 2 Nos to be supplied)
p-Special chair lift wire rope
q-Deflection unit for horizontal curve 0 to 5 deg (if required)
r-Diversion pulley to negotiate sharp curve (if required)
6.5-Intermediate station :
a-Embarking rail with start device
b-Manually operated feeder
c-Disembarking rail with Running Back stop device
d-Support for embarking and disembarking rail
e-Support for wing
f-Holding device for embarking and disembarking rail
g-Depression pulley, single cranked with suitable liner
h-Carrying pulley, single with suitable liner
i-Carrying pulley, double with suitable liner
j-Depression pulley, double with suitable liner
k-Suspension tube with flange
l-Universal clamp
m-Steel support beam
6.6-Embraking and Disembarking Station -
1. Embarking & disembarking station shall be provided at drive station, intermediate station & return station.
2. Both embarking & disembarking stations shall have horizontal gradient and adequate length. It shall be suitable to easily engage and disengage chairs with persons from the rope.
3. Over travel limit switches shall be provided on either end of run so as to stop the system, if any chair reaches such limit.
4. Adequate number of stretchers shall be kept available at return / intermediate stations to carry the injured persons comfortably by the chairlift system.
5. Push button switch with locking arrangement shall be installed at drive station, return station, intermediate station and at other suitable locations to stop the system completely in case of emergency as well as to facilitate maintenance of system.
6.7-Chairs -
1. the chairs shall be ergonomically designed and provided with cushioning seat (probably with back rest) to give comfort to the passenger throughout the travel period.
2. A suitable device to prevent backward movement of the chair shall be provided, wherever required.
3. A secondary gripping provision in the four- roller assembly or any other suitable arrangement shall be provided to avoid uncontrolled movement of chair due to failure of rubber chuck in four-roller assembly.
4. Number(s) shall be legibly marked on the chairs and suitably arranged at every station for easy access to the passenger(s).
6.8-Route & profile of the roadway:
1. The centre line of the roadway should be straight as far as possible. However, horizontal deflection / vertical deflection of the travel may be permitted with curve station / deflection pulleys respectively provided that the load on the pulley satisfies the requirements.
2. The route shall facilitate and allow persons to get down easily from chairs in case of power failure or due to any other reason.

3. The total load on the rope shall be uniformly distributed all along the rope.
4. In order to ensure free movement of passengers, the following clearance shall be made:
 - (i) From side: 0.8 m (min)
 - (ii) From top of the chairs seat to floor: 1.0 m (max)
 - (iii) Centre to centre of rope : 1.2m (min)
5. Along the line, the distance between the two paths of travel rope shall be, such as to avoid contact between persons swung by 12 degree towards one another.
6. The maximum distance between two persons traveling along the line of path shall not be less than the maximum distance between two consecutive pulley stations. the same shall be ensured by any suitable device or mechanism.
7. Roofbolt system, wherever adopted, shall withstand a minimum of 7 Tonnes anchoring test.
8. Gradient of the road way shall be smooth as far as possible.

6.9-Pulley Station -

1. The pulley station / suspension tubes shall be fixed in the roof with suitable roof bolts or to the goal posts with suitable fasteners.
2. All the pulleys and its liners shall be designated such that chairs can pass over the pulleys smoothly without any jerks to the passenger(s).
3. The diameter of the deflection sheaves, used for diverting the rope horizontally for more than 5°, shall not be less than 50 times the diameter of wire rope to minimize the flexure loads on the rope.
4. All pulleys shall be mounted on suitable sealed bearings.

6.10-Rope Guiding -

1. The load on the rope shall be equally distributed on carrying pulleys by maintaining gradual change in deflection of rope and by maintaining only one person between two pulley stations.
2. The rope shall be aligned using pressing pulleys such that it shall be in the centre of each carrying pulley.
3. The depression pulleys shall be provided to align the rope in such a way that the rope shall not leave the line of path.

6.11-Crossing - The chair lift systems shall not foul or interfere with any other transport system, such as conveyor, haulages, etc, as far as possible. In case of any unavailability of interference, adequate precautions shall be taken to avoid any fouling of one system with the other. A suitable full - proof system shall be provided at such junction.

6.12-Curve Station -

1. Curve station shall be designed as per the given angle with suitable deflection pulleys and railing arrangement so that the chairs with passenger(s) shall move freely without getting down from the chair in both the travelling directions.
2. Pulleys are to be provided such that the load will be distributed equally. Number of pulleys shall be provided depending upon the angle of the curvature to minimize the flexure loads on the rope and wear and tear pulleys.
3. Curve station shall be designed considering passenger(s) safety and convenience. It shall be suitable to easily engage and disengage chairs with passenger(s) from the rope and glide smoothly over the curved rail with rated speed without any jerky moments.

6.13- Rope Tensioning & Anchoring -

1. The carrying rope shall be kept under tension at one end by counter weight type or any suitable type of tensioning arrangement.
2. The tensioning tower in which the counter weights travel (in pit or construction above

ground) shall be protected from water and properly fenced. The free movement of the counter weight shall be ensured at all times.

3. The travel of the counter weight shall be determined taking into account the maximum variation due to the sag of rope.
4. All the foundations of tensioning device, anchorage clamps, etc be of adequate strength.
5. Over stretch device (limit switches) shall be incorporated in the tensioning tower to stop the system in the event of rope stretches beyond the pressure limit or snalling of the rope.
6. Sealing arrangement shall be provided on the tensioning tower to indicate / measure the moment of counter weight due to sa of rope.
7. Limit switch on return pulley shall be provided to trip the system in the event of slackness of the bearing of the pulleys.

6.14- Wire Rope -

1. The wire rope shall be of approved by Chief Inspector of Mines and shall conform to IS 1855 or its revised version with minimum size of 16mm diameter, construction of stranded 6X7 galvanized, non-lubricated and fibre core. The fibre core shall conform to IS 1804 or its revised version.
2. The minimum breaking load of wire rope shall not be less than ten times the maximum pulling load by the system. The same rope shall be used for tensioning arrangement also by haulage.
3. Care shall be taken to avoid any twisting or kinking of the rope while un-reeling of rope during installation.

6.15- Splices:

1. All splices shall be made by authorized personnel. The splicing length shall be conformed to IS 5245 (part-1) or its revised version (the length to be taken for splicing shall be not less than 960 times the diameter of the rope)
2. Only one spliced joint along closed loop framed by the carrying rope is desired. However, if the length of the rope way exceed one KM, two splice joints may be permitted.

6.16- Communication & Signaling:

1. Care shall be taken to ensure that the communication and signaling cables do not come into contact either with personnel riding on chair or rope or into contact with other cables and apparatus even under adverse conditions. These cables shall be connected in such a manner to avoid interference with the ropes to ensure the safety and smooth operation.
2. Adequate precaution shall be taken to prevent the communication and signal cables do not come into contact with other cables and electrical apparatus. Precaution shall be taken to prevent against danger from lower voltage cables to charge with higher voltage cable by leakage or contact.
3. Pull cord switches shall be provided with indication lamp installed all along the chair lift system at an interval of 45 meters, so that the system can be stopped from any point.
- 4 In order to have better communication, loud hailing communication system (pager phones) shall be provided for every 200 meters.
- 5 Pre-start warning alarm shall be of Audio-visual type and provided all along the roadway, to warn the persons. The pre start alarm shall give warning signal for at least 10 seconds before every start of the rope movement.
- 6 Signaling arrangement shall be such that signals can be passed from any point along the road way.

6.17-Electricals :

1. The electrical equipment for chair lift system shall be selected in accordance with IS 9559:1980 or its revised version. For use in belowground coal mines, all electrical equipment

associated with the man-riding car system shall be of flameproof construction & intrinsically safe or intrinsically safe as per requirement and such equipment/apparatus shall comply to relevant applicable standards.
2. All electric lighting fixtures shall be of flameproof construction. Provided that the lighting fixtures may be of increased safety enclosure type 'e' in first degree gassy mines at locations other than return airways and in-bye of the last ventilation.
3. No part of the structure or frame of the metallic body shall form a part of the electrical circuit or be connected to the electrical circuit.
4. All parts of the electrical equipment shall be robust, totally enclosed and have mechanical strength to withstand rough usage.
5. All conductors shall be adequately insulated, protected and maintained in such a manner as to prevent leakage or sparking.
6. All live parts shall be properly enclosed to prevent sparks, short-circuits etc. when persons coming into contact accidentally with them, and shall be maintained in such a manner that there remains no possibility of inadvertently coming in contact with metallic structures or frames of the system.
7. The relevant provisions of the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010 as amended from time to time shall be complied in all matters relating to the installation, operation and maintenance of the equipment.
8. The cables shall comply to the provisions of the DGMD Tech. Circular (Electrical) Approval No. 12 dated 25.05.2015 and corrigendum vide DGMS Tech. Circular (Electrical) Approval No. 01 dated 19.02.2016 or its revised version in addition to the special requirements, if any, specifically for safe operation of the equipment.
9. All electrical equipment associated with the chairlift system shall be checked by electrical supervisor of the mine and the observations shall be recorded daily in a bound register kept for the purpose or in electronic form with due authentication.
10.-DETAILED SPECIFICATIONS OF ELECTRICALS :
A-Motor:
i-Type: 3 Phase, Sq. cage Ind. motor
ii-Operating voltage: 550 V \pm 6%, 3 Ph, 50 Hz
iii-Motor RPM: 1500 Syn.
iv-KW of motor shall have a margin of 10% over the requirement at duty point
v-Limit of voltage and frequency between which motor has to operate: ' As per IS:325-1996/ IS:12615-2011 With latest amendment
vi-Class of duty: Continuous i.e. S-1 as per As per IS:325-1996/ IS:12615-2011 with latest amendment
vii-Type of starting: Star - Delta starting
viii-Class of insulation: ' Class F with class B temperature rise limit
ix-Type of enclosure: TEFC/FLP
x-Degree of protection for enclosure IP-55 of IS:4691-1985
xi-The FLP enclosure shall have the valid approval of D.G.M.S. for use in U/G coal mines: Mandatory
xii-Mounting of motor: Horizontal foot mounted or flange mounted
xiii-Cable entry: Suitable for PVC DWA cable
xiv-Standards to which the motor: As per IS:12615-2011 and IS:3682-1966

B- Motor starter: (Applicable for Electro-hydraulic drive)
i-Type: ' Star- Delta, Air break type,Electromagnetically operated
ii-Voltage: 550 V \pm 6%, 3 Ph, 50 Hz
iii-Construction :
iv-Shall be in two compartments
v-One will house through going bus bars and isolator
vi-IInd will house contactor and protective devices
vii-Door of the IInd house compart- ment shall have inter locking with isolator
viii-Type of enclosure : FLP
ix-Degree of protection : IP-54/55 of IS:13947(Part-I)
x-Mandatory: The FLP enclosure shall have the approval of D.G.M.S. for use in U/G coal mines
xi-Utilisation category of starter: AC-3 of IS:13947(Part-4/Sec.1)- 1993
xii-Nominal current rating of contactors (for AC-3 duty): Not less than 2.0 times the full load current of motor
xiii-Operating limits of contactor: 70% to 110% of coil voltage
xiv-Protections :
xv-Over load protection: Thermal Over load Relay
xvi-Current setting range: 80% to 120%
xvii-Earth leakage protection: ' CBCT operated, non self resetting type sensitive earth Leakage relay with test/reset and indication facility
xviii-Current setting range: 50 mA-750 mA (Max.) in steps of 100 mA
xix-Time delay setting range: 0 – 1 Sec. (Approx.) in steps of 0.1 sec (Min. 10 steps)
xxi-Operating voltage of relay: 110 V
xxi-P.T. and Coils of the relay shall be epoxy resin sealed
xxii-Short circuit protection: HRC Fuses
xxiii-Phase Sequence protection: Single phasing prevent-or
xxiv-Instruments: Amp. Meter of suitable range
xxv-Cable entry: Suitable for PVC DWA Cable both for I/C and O/G
xxvi-Mounting: Foot mounted
xxvii-Rating of Starter:To be indicated
xxviii-Standards to which the starter conform.: ' IS:13947(Part-4/Sec.1)-1993
C-Other Control Equipment :
i-DGMS approved FLP local control station with pre-start warning device having Audio-visual alarm one each at drive unit, return unit, intermediate station and at curve station.
ii-FLP push button station provided with emergency stop and ON/OFF arrangement for chair lift system located at drive unit.
iii-FLP pull cord switches shall be provided along with rope way alignment each at an interval of 45 mtr throughout the gallery for emergency stop of the drive unit. Suitable Pull cord wire is also in the scope of supply.
iv-FLP limit switches for counter weight at return unit area.
v-FLP emergency stop switches (FLP) at return station, curve station and intermediate station.
vi-Lighting system :

vii-Suitable 110 V LED lighting system shall be provided at drive unit area and return unit area with 6 nos FLP luminaires at each station.
viii-FLP luminaire shall be provided with 110 V, 18 Watt (Min) LED each
ix-FLP lighting transformers of 550 V \pm 6%/110 V, 5 KVA rating each shall be provided at both the stations.
x-Lighting cable to be used shall be DGMS approved, OR as per DGMS circular no. D.G.M.S. Circular (Electrical),(Approval) No.12 Dhanbad, 25/05/15 ,PVC SWA, copper mining type cable.
xi-Suitable 110 V, 18W FLP LED lighting system shall be provided along with manriding ropeway at a gap of 30 mtrs.
7.0-SUPPLY & WORKS IN WCL'S SCOPE:
a-Supply and installation of all structural steel posts where ever required
b-All civil Works including foundations as per the foundation plans to be submitted by you before commencing supplies.
c-Supply and installation of Cross beams at embarking and disembarking stations.
d--All grouting works of roof bolts (Roof bolts & resin capsules will be supplied by the vender)
e-Installation, commissioning & testing of the system (limited to supply of labour- both skilled & unskilled) under the supervision of Service Engineer and technicians to be deputed by the vender.
f-Transport of material from store to mine and from mine surface to site at under ground.
g-Assistance of Surveyor if required to mark level lines etc.
h-Supply of 550V, 3 Ph, 50 Hz power through suitable cable at the incoming of Starter and lighting transformers.
8.0-DGMS APPROVALS : Apart from using DGMS approved components in Power pack/ Motor, Starter/VFD, signaling, communication and lighting systems and in hydraulic systems, the complete man riding system should be approved by DGMS for use in U.G. Coal Mine. The supplier will have to obtain the DGMS approval for field trial of the system in WCL mines and submit the same within 16 weeks from the date of receipt of order. Subsequently after installation and commissioning, it will also be the responsibility of successful bidder to satisfy all DGMS requirements without any extra cost to WCL and obtain final approval of DGMS at the earliest.
9.0-INSPECTION : Inspection of the equipment and materials supplied shall be carried out at the site by S.O (E&M) of the Area concerned and the same shall be final. The stores found defective or not in accordance with the supply order specifications will be rejected and intimated for free replacement within 30 days from the date of intimation.
10.0-INSTALLATION, TESTING & COMMISSIONING :
A-The supplier shall be required to depute qualified, trained and competent service engineers and technicians to supervise assembly, installation, field testing, commissioning and trial runs of the Man Riding Chair Lift System, as detailed in the terms and conditions of the tender. Charges for supervision, if any shall be quoted separately in the price bid. However, this charges shall be considered compositely for competitive price.
B-The testing of the system shall be at its maximum rating (at permitted speed) under the mine operating conditions as specified to the satisfaction of the user.
C-Period of delivery, installation and commissioning: a) Supply of materials shall be completed within 03 (three) months, which shall be reckoned from the 7th day of order date. b) Installation, testing & commissioning to be completed with 06 (six) months from the date

of supply order or 03 (three) months from the handover of clear site from WCL whichever is later.
Handing over of clear site from WCL favorably within 2 months of placement of supply order shall be the responsibility of competent authority of the respective areas.
11.0-TRAINING OF OPERATORS & MAINTENANCE PERSONNEL : After commissioning of the Man Riding Chair Lift System, training shall be provided at the site to the operators/technicians of WCL in operation, maintenance and repair of various assemblies used in the system as detailed in the terms and conditions of the tender at free of cost.
12.0-AFTER SALES SERVICE : The tenderer should be in a position to offer efficient and prompt after-sales-service and to ensure the availability of the spare parts through out the life of the equipment. The tenderer shall furnish a list of such spares along with fast consumables except lubricants (description, specification and quantity required per year) along with their offer.
13.0-GUARANTEE/WARRANTY :
The supplier shall warrant that the equipment to be supplied under the contract :-
(a) is new, unused and are of the current design not likely to be discontinued or become obsolete within the life span of the equipment.
(b) is in accordance with the contract specifications.
(c) shall have no defects arising out of design, materials or workmanship.
(d) shall perform the functions (for which it is designed) satisfactorily.
(e) To keep and supply essential spares at free of cost, which are required during warranty at site to reduce down time.
13.1-The guarantee/warranty shall be valid for a period of 12 months from the date of commissioning of the equipment or 18 months from the date of receipt of the equipment at consignee's premises, whichever is earlier.
14.0-PERFORMANCE GUARANTEES :
a-Availability Guarantee :
b-The Man riding Chair Lift system shall have guaranteed availability of Min. 85% over a period of 12 months after commissioning.
c-The availability will be calculated as per the following formula.
d- $\% \text{ Availability} = \frac{8760 - \text{Down Time}}{8760} \times 100$ Where, down time = Maintenance hours + Breakdown hours
14.1-Performance Bank Guarantee : The guarantee for equipment availability shall be backed by a bank guarantee of 10% value of the equipment including all taxes, duties, freight, insurance and 2% entry charges, etc, which shall be kept valid for a period of 15 months from the date of commissioning of the equipment. The 10% bank guarantee will be released only if the Man riding Chair Lift system meets availability guarantee requirements as stipulated after 12 months.
14.2-Penalties against shortfall in performance : For every one percent fall in availability of the equipment below 85%, 1% value of the equipment as per supply order will be deducted. In case the fall in percentage availability below 85% exceeds 10% the equipment will be rejected outright and the supplier will have to return the full amount i.e. cost of the equipment as per the supply order.
15.0-SPECIAL TERMS AND CONDITIONS
A-Only manufacturers having the requisite technical/design capabilities, necessary infrastructure and technical manpower and other resources for undertaking the design,

ASW



manufacture, installation, commissioning, testing and supply of the Man Riding Chair Lift Systems are eligible to participate in the tender.
B-In the case of offers from Indian Manufacturers with foreign collaboration, they shall furnish the following details.
(I) The name and full address of the collaborator
(II) Brief details of equipment supplied by the collaborators in India and foreign countries.
(III) Copy of the collaboration agreement the foreign firm with connected technical and commercial terms.
(IV) Copy of government license/approval (if required as per law) for the above collaboration and manufacture of the equipment offered.
(V) Guarantees to the effect that spares and maintenance back up support should be available for the offered equipment throughout its economic life.
(VI) To confirm that it will be the sole responsibility of tenderer of obtaining import license/DGTD clearance/FE release from Govt, etc. (if required) for imported content involved in the package. WCL will not provide any such license/clearance.
16.0-DOCUMENTS TO BE SUBMITTED ALONG WITH THE EQUIPMENT
a-Maintenance and parts catalogs of the equipment and all the bought-outs (Four copies).
b-Copies of DGMS approvals of all FLP electricals, ropes and other such items which require DGMS approval.
c-Assembly drawings showing all the dimensions and weights (Four copies).
d-Foundation drawings (Two copies).
e-Electrical circuit diagrams for power and control system (Four copies).
f-Self certified copies of type test certificates from Govt./Govt approved test house for contactors used in the starters.


प्रबंधक (सा.प्र)


मुख्य.प्रबंधक (सा.प्र)



EIMCO ELECON

Technical Specification of Chair Lift Man Riding System

Description :

The Chair lift type Man Riding System for transport of persons is endless haulage system driven by electro-hydraulic power pack incorporating complete safety devices as necessary for transporting men in underground mines. The system consist of the following :

- Drive unit arrangement,
- Return station,
- Rope guiding pulleys
- With electrical and other fittings

as required as per site condition.

The device is equipped with built in automatic brake system. The chairs are detachable type and held on the rope by positive friction. The rope will be guided and supported by roller stations at regular intervals not exceeding 15m. The man riding chairs will be attached with the rope at suitable intervals at the boarding station by the persons availing the system.

Drive Unit: - The drive unit arrangement, in case of electro-hydraulic drive, comprise of an Electro-Hydraulic power pack and a high torque hydraulic motor directly connected with the driving pulley. The drive consist of strong frame of steel, drive unit, drive sheave with necessary lining and necessary electrical. The drive unit will drive the rope at a suitable speed for continuous operation. We hereby indicate that the type of Drive unit offered system are fail-safe. The drive pulley/sheave shall firmly be secured in order to resist the forces upon breaking load of the rope. The system should have facility of being switched on and off by one or more main switches or pull chord switches in the transport section. The speed of the chair shall be regulated by an adjusting lever at the drive-end in order to limit the transport speed at the desired level.

Brakes: - The drive unit fitted with at least two types of brakes, a service brake and an emergency brake. In case of power failure or any kind of electrical fault, the brakes shall be applied automatically. The brakes are capable of holding the drive pulley stationary when the maximum torque is applied by the drive motor on either direction. Braking arrangements are fail-safe type. For Electro-hydraulic drive ,Operating brake for the drive unit are in built in the hydraulic system, which are reliable and can lock the drive sheave even under unbalanced system loads actuated by chair lift. Parking/Emergency brake: For parking and emergency braking, a spring activated hydraulically released (fail safe type) brake with changeable and adjustable brake pads shall be provided. In case of hydraulic failure, the springs shall actuate the brake and top the drive sheave.

Rope: - The rope is galvanized and normally has a long life for normal use. The speed of the rope will be adjustable from 0 to a maximum of 3 m/sec.. The rope shall have a breaking load of at least 10 times more than the maximum static load. The rope shall be conforming to the Indian Standard for aerial ropeway and the relevant provisions of Coal Mines Regulations , 1957.

Reversing/Return Station: - The return end installation comprises of a roof suspended / pedestal mounted system fitted with return pulley and suitable rope tensioning arrangement. The return end installation and tensioning column with internal tensioning weight to be installed at the down-hill end. It shall be installed on support rails to adjust the tensioning distance required for the counter weight. The weight container shall be equipped with guide roller to

Regd. Office & Works :
EIMCO ELECON (INDIA) LTD., Anand Sojitra Road, Vallabh Vidyanagar - 388 120, Gujarat, India.
Tel. : (02692) 230502, 230602, 230902, Telefax : (02692) 236503
Website : www.eimcoelecon.in | CIN : L29199GJ1974PLC000000

For EIMCO ELECON (INDIA) LIMITED

HENDRA SHUKLA

General Manager (Marketing)
Underground Mining Equipment





ensure the necessary rope tension in the system and shall compensate with varying loads. Counter weights for tensioning arrangement shall be of modular design and shall be made of blocks. For safety measure two switches shall be provided in the guide path of counter weight in order to stop the system whenever the counter weight crosses the top and bottom limits. The return pulley shall be firmly secured to resist forces limited to breaking load of the rope. The pulley diameter at reversing or return station shall be adequate to maintain proper gauge between the ropes. Replaceable rubber linings in the rope pulley should ensure low wear during operation on the chairlift system.

Chair & Roller Station: - Detachable chairs to be provided which can be easily engaged with and disengaged from the wire rope at the embarking and disembarking station. Arrangement of the chairs shall be capable of negotiating up to 18 deg. inclination. The chair will be transported on the rope by support element. For safe travel, positive friction connection between the rope and support element shall be required. These support elements shall be extremely wear-resistance and easily replaceable. Rollers on the support element shall ensure safe transitions from the mounting rails to the rope at the end of the transport section and also from the rope to the dismounting rail.

The chair shall be allowed to move by opening the blocking device either by mechanical or by electro-pneumatic/electro-hydraulic means. The chair taken from the store will be placed on the mounting rail and released for travel after opening of the blocking device. The chair shall be made of tubular steel or equivalent material and shall have a minimum carrying capacity of around 100kg. The spring mounted saddle shall be wear-resistance type and easy to remove. Suitable foot support of width around 320 mm to be provided. The height of chair shall be around 1600 mm and the minimum clearances shall be provided as per the DGMS guideline.

The rope shall be supported by roller stations at intervals not more than 15Mtr. The roller stations will be fixed in the roof with suitable roof bolts wherever the roof is competent. Where the roof is weak the roller stations will be anchored to girders suitably fixed either to the side walls or to goal post supports.

Embarking and Disembarking Stations: - The embarking station shall be specifically designed taking into consideration all safety precautions. At the starting point the chair shall be engaged on an inclined rail and when a lever mechanism is operated the chair along with person shall slowly be guided to catch the running rope. At the point of disembarking the chair carrying the person shall smoothly leave the rope and glide over inclined rails slowly and thereby come to a standstill position. Provision shall be made to prevent running back of the chair to the rope.

Operation, Control and Communication System: - The Chair Lift Man Riding System shall be monitored by an operator at the driving station. The system shall be such that it can be switched off by an emergency stop switch situated in the push button station of the driving station. There shall be a number of pull cord switches with pull cord wire along the entire length of installation and by using any of these switches the system can be stopped. For additional safety, two switches shall be provided in the guide path of the counter weight (to control tension in the rope) in order to stop the system whenever the counter weight crosses the top or bottom limits. For better communication, co-ordination and control between the drive station, intermediate station and return unit area suitable telephone communication system shall be provided in these areas.

For EIMCO ELECON (INDIA) LIMITED

HITENDRA SHUKLA
General Manager (Marketing)
Underground Mining Equipment

Regd. Office & Works :

EIMCO ELECON (INDIA) LTD., Anand Sojitra Road, Vallabh Vidyanagar - 388 110
Tel. : (02692) 230502, 230602, 230902, Telefax : (02692) 236506
Website : www.eimcoelecon.in | CIN : L29199GJ1974PLC002574





EIMCO ELECON

Electricals : This shall consist of the following:

Motor: 3 Phase, Sq. cage / slip ring induction motor, Operating voltage $550\text{ V} \pm 10\%$, FLP, 3 Ph, 50 Hz, RPM 1500 Syn, 90 KW rating of motor shall have a margin of 10% over the requirement at duty point, Class of duty - Continuous as per IS-325 (latest), Class of insulation - Class F with Class B temperature rise limit, Type of enclosure – TEFC, Motor shall be FLP type, Degree of protection for enclosure - IP-55 of IS : 4691(latest)
Mounting of motor - Horizontal flange mounted, Cable entry - Suitable for PVCDWA cable, Limit of voltage and frequency - As per IS:325 (latest), Motor to conform to standards IS : 325 (latest). The restricted neutral system of the earthing should confirm to IS:3043 (latest).

Electrical Control System:

The local control station with pre-start warning device shall be FLP and be DGMS approved. Audible alarm will be installed at interval of 45 m throughout the gallery of the chair lift system. At the time of starting of the chair lift system, the audible alarm shall give warning signal for at least 20 seconds.

FLP push button station located at drive unit shall be provided with emergency stop and ON/OFF arrangement for chair lift system

Local control panel board for the embarking/disembarking

FLP pull cord switches (semi auto) shall be provided along with rope way alignment at 45 m intervals throughout the gallery for emergency stop of the drive unit. Suitable pull cord wire shall also be provided in the scope of supply.

FLP limit switches for counter weight at the return unit

FLP type emergency stop switches shall be provided at return station.

Audio-Visual Pre-start warning alarm shall be provided all along the roadway at every 45 m intervals to warn the persons.

Safety Devices: - The following safety devices shall be provided

- a. Overload (thermal) protection
- b. Single phasing protection
- c. Phase sequence protection
- d. Short circuit protection
- e. Earth leakage with time delay protection
- f. Over voltage & low voltage protection
- g. An over speed protection device.
- h. Device to prevent backward movement of the system.
- i. Over travel limit switches at the ends of the run so as to stop the system if any chair passes such limits.
- j. Over stretch device shall be incorporated to stop the system in the event of rope stretch beyond the preset limit or on snapping of the rope.
- k. Rope speed indicator in the chair lift haulage room.
- l. Pull cord switched installed in the roadway so that the system can be stopped from any point.
- m. Any other additional device required by DGMS.
- n. Over Travel Limit Switch.
- k. Over Speed Protection.

For EIMCO ELECON (INDIA) LIMITED

HITENDRA SHUKLA
General Manager (Marketing)
Underground Mining Equipment



Regd. Office & Works :

EIMCO ELECON (INDIA) LTD., Anand Sojitra Road, Vallabh Vidyanagar - 388 120, Gujarat, India.
Tel. : (02692) 230502, 230602, 230902, Telefax : (02692) 236506
Website : www.eimcoelecon.in | CIN : L29199GJ1974PLC002574





EIMCO ELECON

EIMCO ELECON (INDIA) LIMITED**Specification: Chair Lift Man Riding System, Patansaongi mine,
Installation Length 712 Mtrs****1. GENERAL**

- 1.1 Maximum speed of the System (m/sec) : Straight- 0 to 3 m/sec With Turning – UP To 2.5m/sec
- 1.2 Average speed (m/sec) : Straight- 0 to 3 m/sec With Turning UP To 2.5m/sec
- 1.3 Distance between roller stations (m) : 14.5 mtr
- 1.4 Distance between two chairs (m) : 15 mtr
- 1.5 Gauge (mm) : 1200 mm (As per new DGMS Guideline)
- 1.6 Maximum man transport capacity (per hour) : 720 persons @ 3 m/sec either side
- 1.7 Diameter of drive unit sheave (mm) : 1500 mm
- 1.8 Diameter of return sheave (mm) : 900 mm
- 1.9 Drive power : 90 KW
- 1.10 Time taken to transport required no. of persons in one direction (min)- : For 1 KM @1.75 m/sec approx 10 minutes
- 1.11 No. of rope turns on drive sheave : ONE
- 1.12 Lining materials on drive/return sheaves : VITON / Alloys of Rubber & Nylon

2. Rope

- 2.1 Diameter of the rope (mm) : 16 mm
- 2.2 Rope specification and type : 6 X 7 fibre core galvanized (non- lubricated)
- 2.3 Rope breaking force (kN) : 167 KN
- 2.4 Rope safety factor as per calculation : 16.2


For EIMCO ELECON (INDIA) LIMITED

HITENDRA SHUKLA
 General Manager (Marketing)
 Underground Mining Equipment



Regd. Office & Works :
 EIMCO ELECON (INDIA) LTD., Anand Sojitra Road, Vallabh Vidyanagar - 388 120. Gujarat, India.
 Tel. : (02692) 230502, 230602, 230902, Telefax : (02692) 236506
 Website : www.eimcoelecon.in | CIN : L29199GJ1974PLC002574





3.0 Drive Station

3.1 Type: Electro-hydraulic/Electro-mechanical : Electro – Hydraulic

3.2 Dimensions : Length. 2322 (mm), Height. 725 (mm)
Width. 1500.(mm)

3.3 Whether suitable guards/fencing provided around moving units : Yes

3.4 Rope speed indicator provided or not : Yes, Provided

4.0 Bed frame

4.1 Type of construction : Fabricated from I Beam

4.2 Whether single piece : NO

4.3 Whether driver's platform provided : NO

5.0 Shafts :

5.1 Type of steel used in manufacturing : It is our own design

5.2 Details of heat treatment done : It is our own design

6.0 Bearing

6.1 Type and specifications : Return Unit – 6208 2 RS, Drive Unit- 6025-2Z
6302-2Z

6.2 Lubrication arrangement : Oil Tank in Power Pack

7.0 Brakes

7.1 Type : Spring loaded Mechanical / Hydraulic



7.2 Hydraulically/ mechanically operated : Hydraulically open / Mechanically lock

7.3 Location of brakes : Infront of Drive Wheel towards
Embarking stations

8.0 Intermediate Roller Station


For EIMCO ELECON (INDIA) LIMITED

HITENBRA SHUKLA
General Manager (Marketing)
Underground Mining Equipment

ISO 9001:2008

Regd. Office & Works :
EIMCO ELECON (INDIA) LTD., Anand Sojitra Road, Vallabh Vidyanagar - 388 101
 Tel. : (02692) 230502, 230602, 230902, Telefax : (02692) 236500
 Website : www.eimcoelecon.in | CIN : L29199GJ1974PLC002574





- 8.1 Details of Rollers : Carrying pulley,
Depression pulley, Curve roller,
Suspension with 4 Rollers
- 8.2 Bearing Details : 6205- 2Z (Pulley)
6206 - 2RS (Curve)
6203 - 2Z (Suspension with 4 Rollers)
- 8.3 Material of the Shaft : C - 40
- 8.4 Lubrication Details : No lubrication
(Sealed bearing except
Dive & Return- Grease lubrication)
- 9.0 Chairs
- 9.1 Constructional Details : Seamless Pipe
- 9.2 Material of the Seat : Rubber fibre
- 9.3 Details of Lining Material : Zylon
- 9.4 Clearances adopted (mm) : Maximum swing 3 degree
- 10.0 Electrical Motor
- 10.1 Type of Motor & Mounting : Flange Mounted
- 10.2 Enclosure Protection : FLP
- 10.3 Foundation Details : NA
- 10.4 Motor Rating : 90 KW
- 10.5 Insulation Type : FLP
- 10.6 Relevant Test Certificates : as per IS : 325 (latest)
- 11.0 Motor Starter
- 11.1 Type : Star Delta
- 11.2 Rating : 90 KW, 550 V, 50 Hz
- 11.2 Enclosure : FLP

Regd. Office & Works :
EIMCO ELECON (INDIA) LTD., Anand Sojitra Road, Vallabh Vidyanagar - 388 120
 Tel. : (02692) 230502, 230602, 230902, Telefax : (02692) 236506
 Website : www.eimcoelecon.in | CIN : L29199GJ1974PLC002574

For **EIMCO ELECON (INDIA) LIMITED**

HITENDRA SHUKLA
 General Manager (Marketing)
 Underground Mining Equipment





EIMCO ELECON

12.0 Hydraulics

- 12.1 State volumetric requirement of hydraulic Power pack (litres/min)- : Fluid flow main pump 290 litre/minute at 1450 rpm
- 12.2 State operating pressure of power pack (Bar) :- 250 Bar (Boost Pressure 20 Bar)
- 12.3 State type of pump : Axial Piston Pump with Swash Plate
- 12.4 Capacity of each pump (litres/min) :- Fluid quantity Main Pump 290ccm/ revolution
- 12.5 Working pressure of pump (Bar) :- Maximum pressure 250 Bar
- 12.6 Maximum operating pressure of pump (kg/cm2) :- 400 Bar
- 12.7 Electric motor power (kW) ; 90 kw
- 12.8 Number of hydraulic reservoir tanks - : 1 No.
- 12.9 Total reservoir capacity (litres) : 210 litres
- 12.10 List size and quantity of filters on the power pack : By pass filter 10 micron & Return filter 5 Micron

13.0 Electrical Equipment

- 13.1 State if any of the equipment proposed is Flame proof or intrinsically safe : Flame Proof

For EIMCO ELECON (INDIA) LIMITED

HITENDRA SHUKLA
General Manager (Marketing)
Underground Mining Equipment



Regd. Office & Works :
EIMCO ELECON (INDIA) LTD., Anand Sojitra Road, Vallabh Vidyanagar - 388 120. Gujarat, India.
Tel. : (02692) 230502, 230602, 230902, Telefax : (02692) 236506
Website : www.eimcoelecon.in | CIN : L29199GJ1974PLC002574



ASW

[Handwritten signature]



CALCULATION OF POWER REQUIREMENT CHAIR LIFT MAN RIDING SYSTEM

Mine : Patansaongi

A. TECHNICAL DATA:

TOTAL LENGTH OF INSTALLATION = 712 MTRS.
 MAXIMUM GRADIENT = 14.03 DEGREE
 DISTANCE BETWEEN TWO CHAIR= 15 MTRS.
 DISTANCE BETWEEN TWO PULLEY STATION = 14.5 MTRS.
 MANRIDING CAPACITY = 720 PERS/HOUR
 DIAMETER OF DRIVE UNIT= 1500 MM
 REQUIRED PULLING FORCE AT DRIVE UNIT= 18873.91 N
 MAXIMUM TRAVELLING SPEED= 3 M/SEC.
 MINIMUM REQUIRED ELECTRIC MOTOR POWER = 90 KW
 ROPE DIAMETER = 16 MM
 ROPE TYPE = 6x7
 MINIMUM BREAKING FORCE OF ROPE= 167 KN
 ROPE SAFETY FACTOR = 16.22
 ROPE WEIGHT = 0.9 kg/Mtr

B. GRADIENT FORCE CALCULATION (F1 - F4):

F1 & F2 = RESULTING FORCE OF PERSON Wt 80 Kg.
 F3&F4 = RESULTING FORCE OF CHAIR Wt. 13 Kg.
 F1& F3 = RESULTING FORCE ACTING DRIVE TO RETURN UNIT.
 F2&F4 = RESULTING FORCE ACTING RETURN TO DRIVE UNIT.

POINT TO POINT IN MTRS	LENGTH OF INSTALLATION IN MTR.	INCLINATION ANGLE IN DEG.	SINE OF INCLINATION	GRADIENT FORCE			
				PERSON		CHAIR	
				F1 (N)	F2 (N)	F3(N)	F4(N)
A - B	300	14.03	0.245	3845.52		624.90	
B - C	32	9.46	0.165	276.25		44.89	
C - D	280	14.03	0.245	3589.15		583.24	
D - E	100	12.52	0.219	1145.81		186.19	
			0	0.00		0.00	
TOTAL INCLINATION ANGLE							
				50.04		8856.73	1439.22

Total length of installation = 712 Mts.
 Total force acting by Person F1 = 8856.73 N
 Total force acting by chair F3 = 1439.22 N
 F1+F3= 10295.95 N
 F2+F4= 0.00 N
 TOTAL RESULTING GRADIENT FORCE(Fr)= 10295.95 N

C. MANRIDING CAPACITY(Pt):-

Maximum travelling speed = 3/ms
 Distance between to chairs= 15Mts.
 MANRIDING CAPACITY (Pt)= 720 PERSON/Hr.

D. ROPE PULLING FORCE CALCULATION:-

DISTANCE BETWEEN PULLEY STATION = 14.5 Mts.
 TOTAL HORIZONTAL DEVIATION IN ROADWAY = 153 Deg.
 TOTAL LENGTH OF INSTALLATION = 712 Mts.
 TOTAL VERTICAL DEVIATION IN ROADWAY = 100.08 Deg.
 ROLLING RESISTANCE OF EACH PULLEY STATION = 20 N
 ROLLING RESISTANCE DUE TO ROPE DEVIATION BY 3 DEG. = 39.2 N
 TOTAL ROLLING RESISTANCE OF PULLEY ON EITHER SIDE = 4288.981 N
 TOTAL REQUIRED PULLING FORCE AT DRIVE UNIT = 18873.91 N

E. POWER CALCULATION:-

REQUIRED OUT PUT POWER AT DRIVE UNIT= KW 56.62
 EFFICIENCY OF DRIVE UNIT = 0.72
 OUTPUT POWER AT DRIVE UNIT = KW 78.64
 10% EXTRA PROVISION = KW 86.51
 ROPE SAFETY FACTOR = 16.22



For EIMCO ELECON (INDIA) LIMITED

HITENDRA SHUKLA
 General Manager (Marketing)
 Underground Mining Equipment



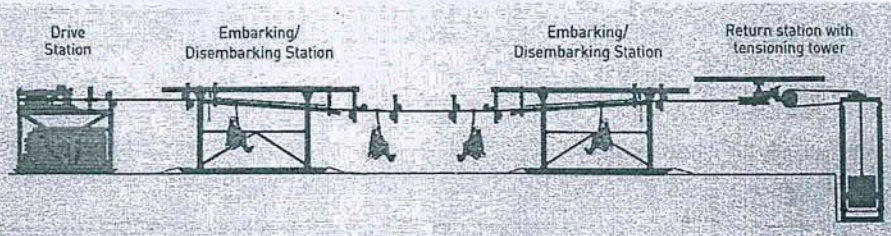
Regd. Office & Works :
 EIMCO ELECON (INDIA) LTD., Anand Sojitra Road, Vallabh Vidyanagar - 388 120. Gujarat, India.
 Tel. : (02692) 230502, 230602, 230902, Telefax : (02692) 236506
 Website : www.eimcoelecon.in | CIN : L29199GJ1974PLC002574



EIMCO ELECON

CLMRS

CHAIR LIFT MAN RIDING SYSTEM FOR UNDERGROUND MINES



SYSTEM FEATURES:

- World class critical parts from European country.
- Reliable system of transportation of men for enhanced safety.
- High strength and impact resistance structure.
- Robust and versatile system for toughest underground application.
- Modular design for easy assembly, transportation and maintenance.
- Simple hydraulics for easy maintenance and excellent loading characteristics.
- Ergonomically designed system for miners' comfort.

WORKING PRINCIPLE:

The chair lift man riding system is an endless haulage system using electro-hydraulic power unit, is safe and comfortable for transporting the persons fast in underground mines over long distance. This transportation include horizontal and vertical variation in mines. These systems are used to increase the effective utilization of man power and eliminate the drudgery of walking in both gradient and levels of mine.

The drive unit arrangement comprises of an electro-hydraulic power unit and a high torque hydraulic motor directly coupled with driving pulley. The power unit is equipped with inbuilt servo controlled automatic brake system. The return end installation comprises of a roof suspended monorail fitted with return pulley and counter weight.

The chairs of the system are securely held on an endless wire rope by positive friction. The wire rope itself is guided by roller station, which are installed at regular intervals. Curve stations which are suspended in the transport section by anchoring chain facilitate easy negotiation of horizontal variation in mine. At the time of disembarking, the chair carrying person smoothly leaves the rope and glides over inclined slowly & thereby comes to standstill position. A special stopping device prevent running back of chair to the rope. Pull cord system provided to ensure safe travel of the persons. The system is switched on and off optionally by one or two main switches or by a pull cord in the transport section. The chair speed is regulated by means of an adjusting throttle valve which permits continuously variable transport speed from 0-3 mtrs/sec. The embarking and disembarking stations are made of welded steel sections with a longitudinal design ensuring reliable chair uncoupling and pick up by the wire rope in the transition area from wire rope to rail. The return station and counter weights are installed at end of transport section.

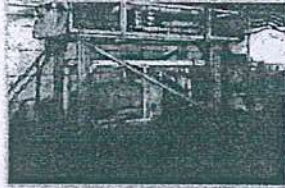
For EIMCO ELECON (INDIA) LIMITED

HITENDRA SHUKLA
General Manager (Marketing)
Underground Mining Equipment



CLMRS

The chair lift man riding system consists of the following major assembly:



Drive Station



Return Station



Curve Station (Optional)

Embarking Station

Disembarking Station

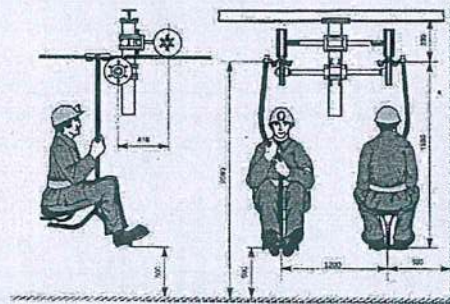
OPTIONAL : - Intermediate Station
 - Diversion Pulley
 - Deflection Pulley

SAFETY FEATURES:

1. Audio Visual Alarm
2. Limit Switch
3. Over Speed Protection
4. Pull Cord Switch
3. Emergency Stop
4. Telephone Communication System
5. Stop arrangement
6. Stretcher

SPECIFICATIONS :

Length of installation : 3.0 KM (Max.)
 Drive Power : 30 KW to 132 KW
 Rope Size : Φ 16 - 18 mm
 Rope Speed : 0 - 3 mtrs/sec.
 Gradient : 0 - 18°
 Horizontal Curves : 0 - 120°
 Pulling Force : 15 - 32 KN
 Man riding capacity : 720 Persons per Hour



The manufacturer reserves the right to amend/modify the specifications and / or design of this system at any time without notice.

For further details, Please Contact

EIMCO ELECON

EIMCO ELECON (INDIA) LIMITED

ANAND SOJITRA ROAD, VALLABH VIDYANAGAR 388 120, GUJARAT, INDIA.

Tel. : (02692) 227840, 227891, 230502, 230602, Fax : (02692) 236506, E-mail : mktgsales@eimco.elecon.com, Web : www.eimcoelecon.in

: MARKETING & SERVICING COMPANY :

EMTICI ENGINEERING LIMITED

BRANCH OFFICES

ASANSOL
Ph.: (0341) 2305901, Fax : 2302038

CHENNAI
Ph.: (044) 24349237, Fax : 24349643

KOLKATA
Ph.: (033) 24761861, Fax : 24761831

NEW DELHI
Ph.: (011) 23414340, Fax : 23709046

BANGALORE
Ph.: (080) 22260219, Fax : 22281834

DHANBAD
Ph.: (0326) 2230404, Fax : 2230490

MUMBAI
Ph.: (022) 22821315, Fax : 22870791

RAIPUR
Tel.: (0771) 2259321 to 30

VISAKHAPATNAM
Phone : (0891) 2731630, Fax : 2531630

BILASPUR
Ph.: (07752) 247723, Fax : 247720

JAMSHEDPUR
Ph.: (0657) 2361837, Fax : 2464241

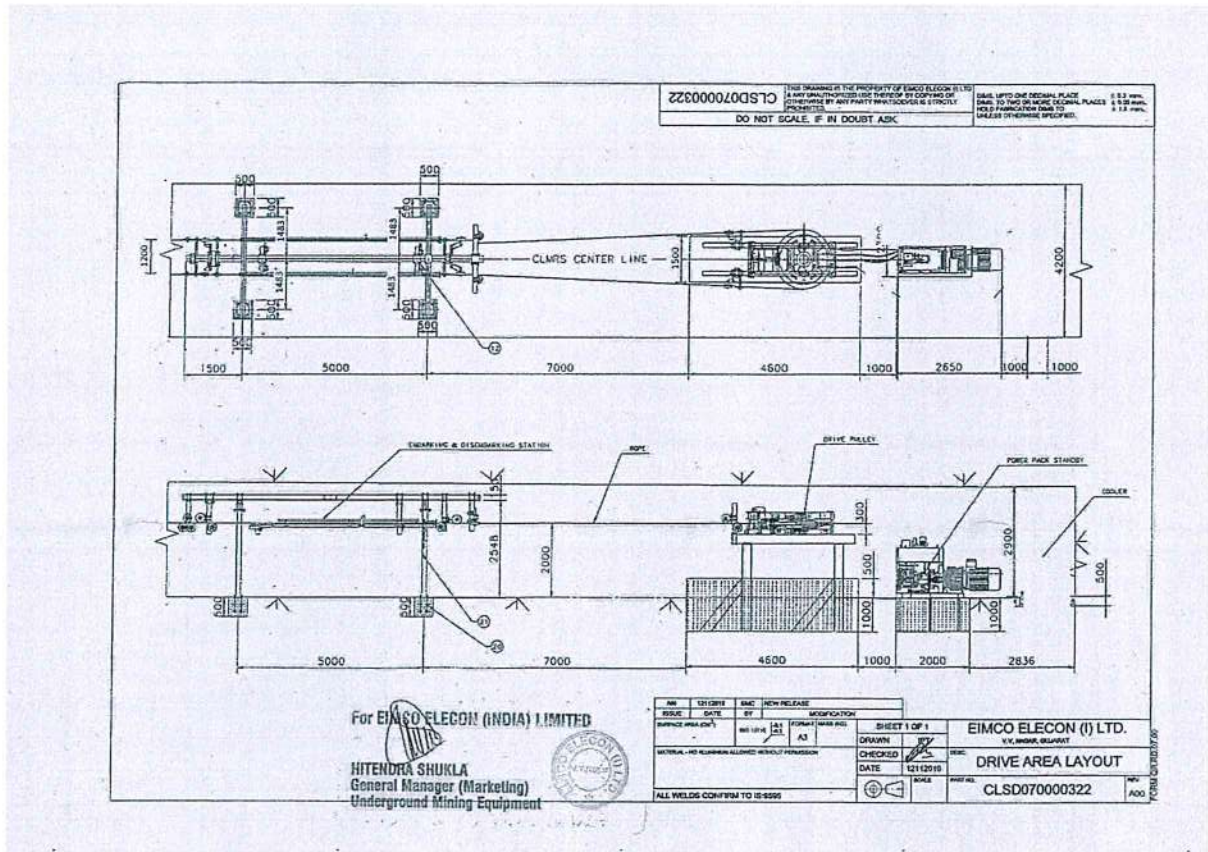
NAGPUR
Ph. : (0712) 6642600, Fax : 6642622

SECUNDERABAD
Ph.: (040) 27844748, Fax : 27848317

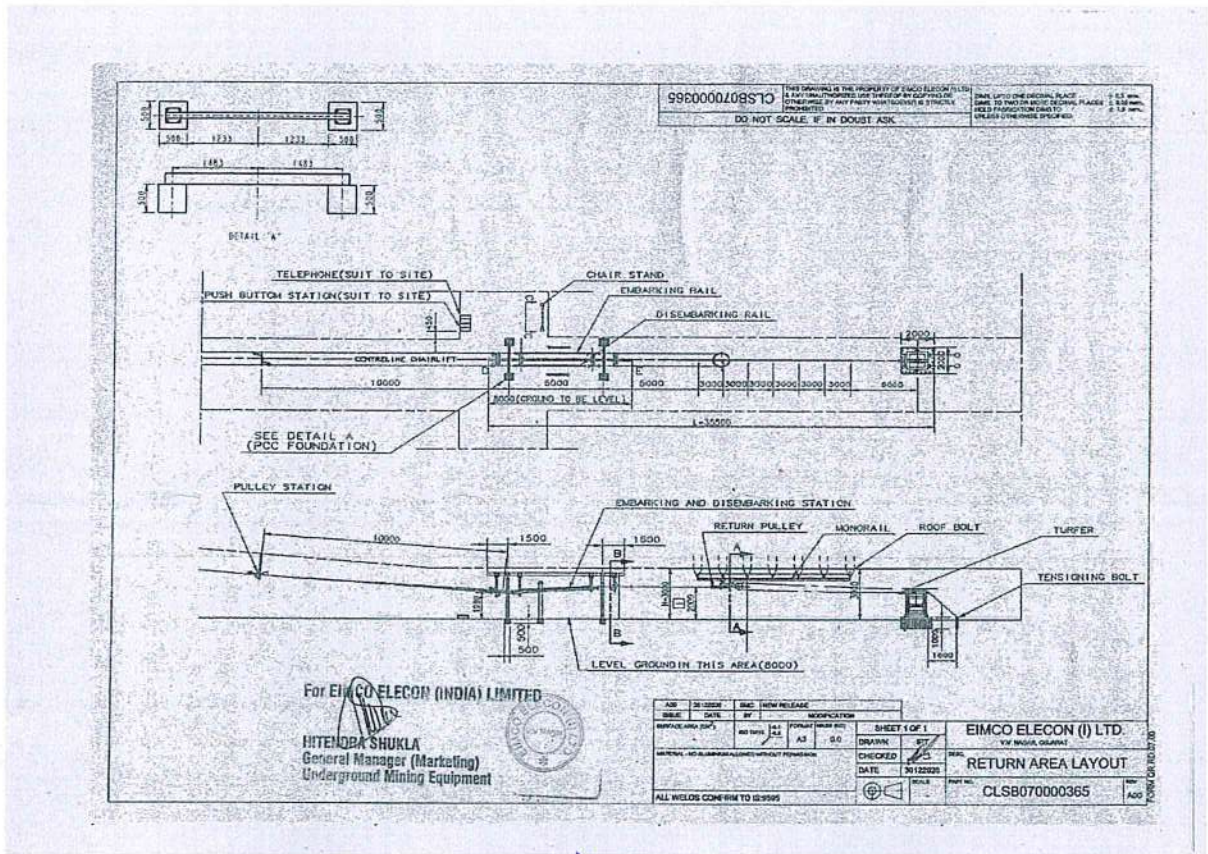
For **EIMCO ELECON (INDIA) LIMITED**

HITENDRA SHUKLA
General Manager (Marketing)
Underground Mining Equipment





ASW



Handwritten blue initials and a downward-pointing arrow.

CLSA050000146	THIS DRAWING IS THE PROPERTY OF EIMCO ELECON (I) LTD & ANY UNAUTHORIZED USE THEREOF BY COPYING OR OTHERWISE BY ANY PARTY WHATSOEVER IS STRICTLY PROHIBITED.	DIMS. UPTO ONE DECIMAL PLACE ± 0.3 mm. DIMS. TO TWO OR MORE DECIMAL PLACES ± 0.05 mm. HOLD FABRICATION DIMS. TO ± 1.5 mm. UNLESS OTHERWISE SPECIFIED.																																																					
DO NOT SCALE. IF IN DOUBT ASK.																																																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>ADD</td> <td>04022021</td> <td>SMC</td> <td>NEW RELEASE</td> </tr> <tr> <td>ISSUE</td> <td>DATE</td> <td>BY</td> <td>MODIFICATION</td> </tr> </table>	ADD	04022021	SMC	NEW RELEASE	ISSUE	DATE	BY	MODIFICATION	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">SURFACE AREA (CM²)</td> <td style="width: 10%;">ISO 13715</td> <td style="width: 10%;">-0.1 -0.3</td> <td style="width: 10%;">FORMAT</td> <td style="width: 10%;">A4</td> <td style="width: 10%;">MASS (KG)</td> <td style="width: 10%;">[-1]</td> <td style="width: 20%;">SHEET 1 OF 1</td> <td style="width: 20%; text-align: center;"> EIMCO ELECON (I) LTD. V.V. NAGAR, GUJARAT </td> </tr> <tr> <td colspan="7">MATERIAL - NO ALUMINIUM ALLOWED WITHOUT PERMISSION</td> <td>CHECKED</td> <td style="font-size: 8px;"> IPT DESC. </td> </tr> <tr> <td colspan="7"></td> <td>DATE</td> <td style="font-size: 8px;"> 08022021 HYD.POWER PACK </td> </tr> <tr> <td colspan="7"></td> <td>SCALE</td> <td style="font-size: 8px;"> PART NO. CLSA050000146 </td> </tr> <tr> <td colspan="7">ALL WELDS CONFIRM TO IS:9595</td> <td></td> <td style="font-size: 8px;"> REV A00 </td> </tr> </table>		SURFACE AREA (CM ²)	ISO 13715	-0.1 -0.3	FORMAT	A4	MASS (KG)	[-1]	SHEET 1 OF 1	EIMCO ELECON (I) LTD. V.V. NAGAR, GUJARAT	MATERIAL - NO ALUMINIUM ALLOWED WITHOUT PERMISSION							CHECKED	IPT DESC.								DATE	08022021 HYD.POWER PACK								SCALE	PART NO. CLSA050000146	ALL WELDS CONFIRM TO IS:9595								REV A00
ADD	04022021	SMC	NEW RELEASE																																																				
ISSUE	DATE	BY	MODIFICATION																																																				
SURFACE AREA (CM ²)	ISO 13715	-0.1 -0.3	FORMAT	A4	MASS (KG)	[-1]	SHEET 1 OF 1	EIMCO ELECON (I) LTD. V.V. NAGAR, GUJARAT																																															
MATERIAL - NO ALUMINIUM ALLOWED WITHOUT PERMISSION							CHECKED	IPT DESC.																																															
							DATE	08022021 HYD.POWER PACK																																															
							SCALE	PART NO. CLSA050000146																																															
ALL WELDS CONFIRM TO IS:9595								REV A00																																															
FOR EIMCO ELECON (INDIA) LIMITED HITENDRA SHUKLA General Manager (Marketing) Underground Mining Equipment																																																							

CLSA070000060		THE INFORMATION CONTAINED IN THIS DRAWING IS THE PROPERTY OF EIMCO ELECON (I) LTD. AND IS NOT TO BE COPIED OR MISUSED IN ANY WAY.		DIMS. UPTO ONE DECIMAL PLACE ± 0.3 mm DIMS. TO TWO OR MORE DECIMAL PLACES ± 0.05 mm HOLD FABRICATION DIMS. TO UNLESS OTHERWISE STATED. ± 1.5 mm	
USED ON		DO NOT SCALE IF IN DOUBT ASK			
M/C	B.O.M.				
		NO. QTY DESCRIPTION			
		1 CLSA070000013 1 DEPRESSION PULLEY DOUBLE CRANKED			
		2 CLSA070000016 1 CARRYING PULLEY (DOUBLE)			
		3 CLSA070000025 2 UNIVERSAL CLAMP ASSY.			
		4 CLSA070000029 1 SUSPENSION TUBE TYPE-A			

00	10062014	MYP	NEW RELEASE		
ISSUE	DATE	BY	MODIFICATION	ISSUE	DATE BY MODIFICATION
MATERIAL - NO ALUMINIUM ALLOWED WITHOUT PERMISSION			SCALE-	DESCRIPTION-	
			1:1	PULLEY ASSY.	
6.3	ROUGH MACHINE FINISH	1.5	FINE MACHINE FINISH	DRAWN	MYP
3.2	NORMAL MACHINE FINISH	0.8	GROUND FINISH	CHECKED	<i>[Signature]</i>
USE EIMCO WELDING PROC. Nos.				DATE	10062014
ALL WELDS CONFIRM TO IS:9595				THIRD ANGLE	PROJECTION
				DRG. NO.	CLSA070000060

For EIMCO ELECON (INDIA) LIMITED

HITENDRA SHUKLA
General Manager (Marketing)
Underground Mining Equipment



Handwritten initials



FORM OR. RD. 06.00

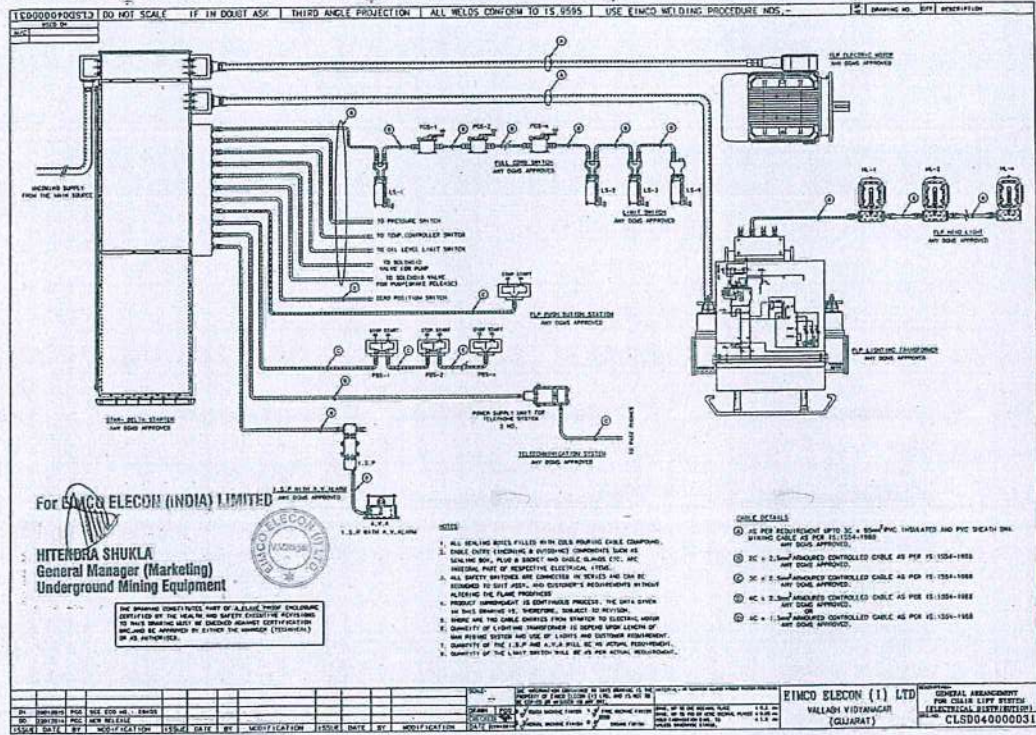
CLSA07000012	THE INFORMATION CONTAINED IN THIS DRAWING IS THE PROPERTY OF EIMCO ELECON (I) LTD. AND IS NOT TO BE COPIED OR MISUSED IN ANY WAY.	DIMS. UPTO ONE DECIMAL PLACE DIMS. TO TWO OR MORE DECIMAL PLACES HOLD FABRICATION DIMS. TO UNLESS OTHERWISE STATED.	± 0.3 mm. ± 0.05 mm. ± 1.5 mm.	
USED ON				
M/C	B.O.M.			
DO NOT SCALE IF IN DOUBT ASK				
	NO.	DRG. NO.	QTY.	DESCRIPTION
	1	CLSA02000004	1	CHAIR
□	2	CLSA050000036	2	DU BUSH
	3	CLSA050000009	1	SEAT

O1	27012014	AVS	SEE ECO NO. E5847				
OO	27082013	AVS	NEW RELEASE				
ISSUE DATE	BY	MODIFICATION		ISSUE DATE	BY	MODIFICATION	
MATERIAL - NO ALUMINIUM ALLOWED WITHOUT PERMISSION				SCALE -	DESCRIPTION -		
				-	CHAIR COMPLETE		
6. ✓	ROUGH MACHINE FINISH	1. ✓	FINE MACHINE FINISH	DRAWN	AVS	EIMCO ELECON (I) LTD. VALLABH VIDYANAGAR (GUJARAT)	
3. ✓	NORMAL MACHINE FINISH	0. ✓	GROUND FINISH	CHECKED	<i>[Signature]</i>		
USE EIMCO WELDING PROC. Nos.				DATE	27082013	DRG. NO.	
ALL WELDS CONFIRM TO IS:9595				THIRD ANGLE PROJECTION	CLSA07000012		

For EIMCO ELECON (INDIA) LIMITED

HITENDRA SHUKLA
 General Manager (Marketing)
 Underground Mining Equipment





Handwritten signature in blue ink.

Handwritten signature in blue ink.



List of initial Spares and Consumables required for 2 years for trouble free operation

SL. No	DRAWING NO:	DESCRIPTION	UOM	Qty
1	CLSA050000005	BALL BEARING	PCS	100
2	CLSA050000007	LINING WHEEL	PCS	60
3	CLSA050000010	BALL BEARING	PCS	50
4	CLSA050000006	LINING WHEEL	PCS	50
5	CLSA050000011	ROPE CHUCK	PCS	500
6	MAL178B	SPLIT PIN	PCS	50
7	CLSA050000035	DU BUSH	PCS	100
8	CLSA050000013	FILER ELEMENT	PCS	5
9	EEA0025168	CLAMP	PCS	70
10	CLSA050000029	ROPE PULLEY	PCS	20
11	CLSA050000030	ROLLER FOR CURVE	PCS	20
12	CLSA050000031	EXTERNAL CIRCLIP	PCS	10
13	MCL145B	INTERNAL CIRCLIP	PCS	10
14	CLSA050000064	ROPE CHUCK	PCS	200
15	CLSA060000017	SPECIAL TYPE HEAD BOLT	PCS	50
16	CLSA050000143	LINING WHEEL	PCS	8
17	CLSA050000141	FILTER ELEMENT	PCS	3
18	CLSA050000016	ROPE LINING	PCS	1
19	EEA0023832	AMMETER	PCS	1
20	EEA0023836	VOLTMETER	PCS	1

For EIMCO ELECON (INDIA) LIMITED
HITENDRA SHUKLA
 General Manager (Marketing)
 Underground Mining Equipment



Regd. Office & Works :
 EIMCO ELECON (INDIA) LTD., Anand Sojitra Road, Vallabh Vidyanagar - 388 120. Gujarat, India.
 Tel. : (02692) 230502, 230602, 230902, Telefax : (02692) 236506
 Website : www.eimcoelecon.in | CIN : L29199GJ1974PLC002574





EIMCO ELECON

Tender No. : WCL-Hq-pur-asn-ra-e 116-2020-21 Dated 21.01.2021
Offer Ref. : EIM/UGM/852 Dated 04.02.2021.

AFTER SALES SERVICE AND TRAINING

We have highly experienced field service staff for after sales service of the equipment offered by us with prompt supply of spare parts, majority of which are being supplied from indigenous production from our spare parts depot located very near to the mines. Our spare parts depot at Nagpur will meet the demand of spares immediately to WCL Mines.

Our service engineers are also stationed at various min sites around Nagpur to look after the installations and to carry our periodical checkup of the machines supplied in this area and help expedite maintenance/repair of the equipment supplied.

The machines to be supplied will be commissioned immediately after they reach at your works, by our service engineers in good working conditions, free of charges, provided all the necessary facilities like accommodation at project site to our service engineers, supply of necessary cranes, skilled and semi-skilled labor and all lubrication oils etc. and such other materials needed while commissioning, testing and instruction are arranged by the buyer at their cost. Any delay in commissioning of the machine due to change in site, the supplier will not be responsible and the payment to be released as per dispatch date.

Mines personnel engaged in the operation and maintenance of the machine will be given on the spot training by our service engineers during commissioning. Training can also be imparted to a reasonable number of persons at our factory by prior intimation.

ADDRESS OF THE SERVICE CENTRE WITH SPARES DEPOT AT NAGPUR:

S. K. Towers,
301, 3rd Floor,
Nelson Square,
Chhindwara Road,
Nagpur – 440013
Phone: 0712 – 2540771 Fax: 0712 – 2554982
Contact Person: Mr. Y. S. Chellam (Mobile No. : 09423683651)

Strength of Service Engineers: 8

For, Eimco Elecon (India) Limited,

Hitendra Shukla
General Manager – Marketing
Underground Mining Equipment




Regd. Office & Works :
EIMCO ELECON (INDIA) LTD., Anand Sojitra Road, Vallabh Vidyanagar - 388 120. Gujarat, India.
Tel. : (02692) 230502, 230602, 230902, Telefax : (02692) 236506
Website : www.eimcoelecon.in | CIN : L29199GJ1974PLC002574

Page 1 of 1



BANK DETAILS

Annexure-B



Annexure - 7

Tender No. : WCL-Hq-pur-asn-ra-e 116-2020-21 Dated 21.01.2021
 Offer Ref. : EIM/UGM/852 Dated 04.02.2021.

MANDATE FORM

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) / REAL TIME GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC TRANSFER (NEFT) / INTRA BANK ACCOUNT TRANSFER FACILITY FOR RECEIVING PAYMENTS

A. DETAILS OF ACCOUNT HOLDER:

NAME OF ACCOUNT HOLDERER / FIRM	EIMCO ELECON (INDIA) LTD
COMPLETE CONTACT ADDRESS	ANAND- SOJITRA ROAD, VALLABH VIDYANAGAR, DIST. ANAND, GUJARAT, INDIA. City: VALLABH VIDYANAGAR, PIN CODE: 388120
MOBILE NUMBER / PH NO	9909917833
E.MAIL	hbshukla@eimcoelecon.in

B. BANK ACCOUNT DETAILS:

ACCOUNT NAME	STATE BANK OF INDIA
BRANCH NAME WITH COMPLETE ADDRESS,	SPECIAL COMMERCIAL BRANCH JAYLAXMI PLAZA, GANESH CROSSING, ANAND - 388001
BRANCH CODE	4084
COMPLETE BANK ACCOUNT NUMBER	10201747608
IFSC CODE	SBIN0004084
TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)	CASH CREDIT
MICR CODE OF BANK	388002003

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

(.....)
Signature of Vendor

Date: 04/02/2021

For Eimco Elecon (India) Limited


(.....)
Authorised Signatory


Certified that the particulars furnished above are correct as per our records without any responsibility on the part of the Bank or its signing officer to the Contents of this document / certificate. We confirm that the signature of

(.....)
Signature of Authorized signatory of the Bank

Eimco Elecon (India) Ltd.
Agrees with the specimen held with us.
For STATE BANK OF INDIA

Regd. Office & Works : EIMCO ELECON (INDIA) LTD., Anand Sojitra Road, Vallabh Vidyanagar - 388 120, Gujarat, India. Asst. / Dy. Manager
 Tel. : (02692) 230502, 230602, 230902, Telefax : (02692) 236506, ANAND
 Website : www.eimcoelecon.in | CIN : L29199GJ1974PLC002574





General Conditions of Contract (GCC)

1. Definitions

In the interpretation of the contract and the general and special conditions governing it, unless the context

otherwise requires, the following terms shall be interpreted as indicated below:

- a) “The Contract” means the agreement entered into between the Purchaser and the Supplier including all attachments and appendices thereto and all documents incorporated by reference therein including Invitation to tender, Instructions to tenderers, Acceptance of tender, Particulars and the General and Special Conditions specified in the acceptance of tender;
- b) “Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) “Goods” means all of the equipment, plant, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d) “Services” means those Services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- e) “GCC” means the Conditions of Contract contained in this section;
- f) “SCC” means the Special Conditions of Contract;
- g) “Purchaser” means the organisation purchasing goods and services, i.e., Coal India Limited or its subsidiaries or areas falling under various subsidiaries of Coal India Limited;
- h) “Purchaser’s country” is India;
- i) “Supplier/Contractor” means the individual, firm or company with whom the contract has been concluded for supplying the Goods and Services under the Contract. The Supplier/Contractor shall be deemed to include its successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted;
- j) “CIL” means Coal India Limited or the Subsidiary Company of CIL or areas falling under various subsidiaries of CIL where Goods are deployed/ used;
- k) “Year” means the Calendar Year.
- l) “Chairman” means the Chairman of Coal India Limited.
- m) “Chairman-cum-Managing Director” means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited, Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited and Mahanadi Coalfields Limited.
- n) “Drawing” means the drawing and plans specified in or annexed to the schedule or specifications.
- o) “Inspector” means any person nominated by or on behalf of the purchaser to inspect supplies, stores or work under the contract or his duly authorized agent.
- p) “Progress Officer” means any person nominated by or on behalf of the Purchaser to visit supplier’s works to ascertain position of deliveries of Goods ordered.
- q) “Materials” shall mean anything used in the manufacture or fabrication of the stores.
- r) “Stores” means the goods specified in the Supply Order or schedule which the supplier/contractor has agreed to supply under contract.
- s) “Test” means such test or tests as are prescribed by the specifications or considered necessary by the Inspector or any agency acting under direction of the Inspector.

- t) "Site" mean the place or places named in the "Supply Order" or such other place or places at which any work has to be carried out as may be approved by the purchaser.
- u) Words denoting the persons shall include any company or association or body of individuals whether incorporated or not.
- v) Words in singular include the plural and vice-versa.
- w) Words denoting the masculine gender shall be taken to include the feminine gender.
- x) "Writing" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
- y) "Unit" and "Quantity" means the unit and quantity specified in the schedule.
- z) "Purchase Order" or "Supply Order" or "Order" or "Contract" means an order for supply of stores and includes an order for performance. The terms "Supply Order", "Purchase Order", "Order" and "Contract" are interchangeable.
- aa) "Particulars" shall mean the following:
- i) Specifications;
 - ii) Drawing;
 - iii) Sealed pattern denoting a pattern sealed and signed by the Inspector;
 - iv) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector;
 - v) Trade pattern denoting a standard of the ISI or other standardising authority or Coal India Ltd. and/ or any of its subsidiary companies or a general standard of the industry and obtainable in the open market;
 - vi) Proprietary make denoting the product of an individual manufacturer;
 - vii) Any other details governing the construction, manufacture and/or supply as existing in the contract.
- bb) Terms and expressions not defined herein shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897, as amended, as the case may be.

2. Application

These Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications. Such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information

4.1. The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in sub-clause 4.1 above, except for purposes of performing the Contract.

4.3. Any document, other than the Contract itself, enumerated in sub-clause 4.1 above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5. Patent Rights



The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

6. Security Deposit

6.1. The successful tenderers will have to submit Security Deposit for the 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.

6.2. The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.

6.3. The Security Deposit shall be in the same currency(ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.

6.4. In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.

6.5. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.

6.6. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.

If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CIL.

6.7. In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.

6.8. Security Deposit will be released with the approval of HOD of MM Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.

6.9. Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it

should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause.

6.10. All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.

6.11. Submission of Security Deposit is exempted for the contracts having value upto Rs.2 lakhs.

6.12. The SDBG will be submitted Through Structured Financial Management System (SFMS).

7. Performance Bank Guarantee

7.1. Wherever applicable, the successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.

7.2. The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.

7.3. The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.

7.4. If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of NIT, worked out as per provisions contained in clause-7 above, by the number of equipment ordered for that particular item of the NIT.

7.5. The PBG (s) shall remain valid till 3 months after the completion of warranty period.

7.6. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for 80% payment of the particular goods/equipment(s).

7.7. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM.

7.8. In case of procurement of equipment, if the successful tenderer which does not have the After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL's personnel, wherever required, additional Performance Bank Guarantee for the 30% value of the total landed value of the contract including all taxes, duties and other costs and charges shall have to be submitted. This 30% PBG will be released after establishment of After Sales Service Support facilities in India subject to confirmation of the same by concerned Head of Technical Department. However, the supplier shall have to submit PBG for 10% of the total contract value to be kept valid for the remaining period of the contract plus 3 months processing period before release of 30% PBG. This 10% PBG will be released after satisfactory performance of all equipment/ items and fulfillment of contractual obligations including warranty obligations.

7.9. The PBG will be submitted through Structured Financial Management System (SFMS).

8. Inspections and Tests

8.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the Purchaser. Generally, the Goods shall be of the best quality and workmanship and comply with the contract

or supply order in all respect. The Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, of the identity of the inspectors). The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspectors) and/or to engage any other third party inspecting agency, to conduct inspections and tests pursuant to the Contract. Sufficient time, atleast 30 days in advance will be given for inspection.

8.2. The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. However, any drawing and proprietary information provided for this purpose shall remain in control of the supplier. The inspector shall have full and free access at the supplier's works for the purpose of carrying out inspection. The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object, on any ground whatsoever, to the method of testing adopted by the Inspector. Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account. In the event of Goods found acceptable by the Inspector during inspection, he shall furnish the supplier with necessary copies of Inspection notes for attaching to the supplier's bill.

8.3. Should any inspected or tested Goods fail to conform to the Specifications, including acceptance tests and periodic tests to verify guaranteed performance, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Specification requirements free of cost to the Purchaser within thirty days of such rejection. Replaced or altered goods shall be subjected to repeated inspection or tests to demonstrate conformity with the Specifications. In the event that replacement or alteration is not done within thirty day period as aforesaid, or, replaced or altered goods fail to demonstrate conformity with the Specifications in repeated inspections or tests as aforesaid, the Purchaser reserves the right to terminate the Contract in part or in whole and the Supplier shall repay forthwith to the Purchaser all monies paid including all costs incurred in the inspection and tests, in respect of Goods and Services associated therewith, for which the termination is applicable and, subsequently remove the same from the Purchaser's Site at the Supplier's cost.

8.4. Any Goods rejected at a place other than the premises of the supplier, shall be removed by the supplier within 14 days of the date of receipt of intimation of such rejection. The Inspector may call upon the supplier to remove what he considers to be dangerous, infected or perishable Goods, within 48 hours of the receipt of such intimation. The rejected stores shall under all circumstances lie at the risk of the supplier from the moment of rejection and if such stores are not removed by the supplier within the above mentioned period, the Inspector/Purchaser may either return the same to the supplier at the supplier's risk and cost (a public tariff rate) by such mode of transport as the Purchaser or Inspector may select or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

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

8.6. Nothing in this clause shall in any way relieve the Supplier of any warranty or other obligations under this Contract.

9. Packing and Marking



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

9.2. All packing cases, containers, packing and other similar materials shall be supplied free by the Supplier and these shall not be returned unless otherwise specified in the Contract/Purchase order.

9.3. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile' 'Handle with care'.

9.4. The marking of the Goods must comply with the requirements of the law relating to Merchandise Mark, in force in India.

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

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

9.6. A complete list of contents in each package called the packing list will be prepared and one copy of the packing list shall be inserted inside the package.

10. Delivery and Documents

10.1. The delivery period stipulated in the Contract/Purchase Order shall be deemed to be the essence of the contract and delivery of the Goods must be completed within the specified period.

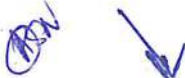
10.2. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The delivery of Goods shall be deemed to take place on delivery of the Goods in accordance with the terms of the contract after approval of Goods by the Inspector.

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

10.4. The details of shipping documents to be furnished by the Supplier are specified below:

(a) For Imported Goods:

Within forty eight (48) hours of shipment, the Supplier shall notify the Purchaser, Port Consignee and Ultimate Consignee by fax and email, full details of the shipment including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall deliver by express courier service the following documents to the Purchaser, with a copy to the Port Consignee and Ultimate Consignee:



- i. Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount and GST number of ultimate consignee;
- ii. Clean on-board bill of lading indicating the Importer-Exporter Code (IEC) of the concerned Subsidiary Company of CIL and non-negotiable bill of lading;
- iii. Packing list identifying contents of each package;
- iv. Manufacturer's/Supplier's warranty /guarantee certificate;
- v. Manufacturer's Test & Inspection certificate;
- vi. Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country;
- vii. Documentary evidence of marine freight & marine insurance

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

(b) For Domestic Goods from within India:

Upon dispatch of the Goods to the consignee, the Supplier shall notify the Purchaser and Ultimate Consignee and deliver by express courier service the following documents to the Purchaser with a copy to the Ultimate Consignee:

- i. Supplier's invoice showing Contract Number, Goods description, quantity, unit price, total amount;
- ii. Railway receipt/ Transporter's consignment note /acknowledgement of receipt of Goods from the consignee(s);
- iii. Manufacturer's/Supplier's warranty / guarantee certificate;
- iv. Manufacturer's Test & Inspection certificate;

The above documents shall be provided by the supplier at the time of arrival of the Goods at the consignee's end. In case of delay, the Supplier will be responsible for any consequent expenses.

11. Insurance

11.1. Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, delivery, storage and erection and commissioning at site (wherever applicable) in the manner specified in the contract. The insurance is to be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be 110% of the invoice value to take care of the overall expenditure to be incurred by the purchaser for receiving the goods at the destination.

11.2. Where delivery of imported goods is required by the purchaser on CIF/CIP basis, the supplier shall arrange and pay for marine/air insurance, making the purchaser as the beneficiary. Where delivery is on FCA/ FOB/ CFR basis, marine/air insurance shall be the responsibility of the purchaser.

11.3. In case of domestic supplies on Free Delivery at site/FOR Destination basis, the supplier has to arrange insurance at its cost. For Ex-works and FOR station of dispatch contracts, it is the responsibility of the purchaser to arrange for insurance.

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

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

12. Transportation

12.1. In case of FOB (Port of Shipment) contracts, the purchaser has to arrange transportation its own cost and risk.

12.2. In case of CIF (Port of Destination) contracts, transport of the goods to the port of destination in the Purchaser's country, as shall be specified in the contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. In case of inland transportation of goods, the same is to be done through registered common carriers only.

12.3. In case of CIP (Final Place of Destination) contracts, transport of the goods to the port of destination and further to the named place of Final Destination in the Purchaser's country, as shall be specified in the contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. In case of inland transportation of goods, the same is to be done through registered common carriers only.

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

13. Warranty

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

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

13.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.

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

14. Payment

14.1. Specific payment terms may be stipulated in the NIT and the resultant contracts depending on the nature of goods to be procured, as per provisions contained in Chapter-22.

14.2. Payment for Indian Agency Commission

The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. Agency commission, if any, shall be paid in equivalent Indian Rupees, after erection and commissioning of the equipment, wherever applicable, within twenty-one days of submission of bills along with following documents:

(A) Copy of foreign principal's invoice.

(B) Copy of bill of lading.

(C) Certificate from State Bank of India regarding Bill selling exchange rate ruling on the date of bill of lading (in case of bank holiday on date of bill of lading, Bill Selling exchange rate on next working day shall be considered).

(D) In case of procurement of equipment, commissioning certificate signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Technical Dept, of the subsidiary company, where the equipment has been deployed.



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

15. Changes in Order

The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b) the method of shipment or packing;
- c) the place of delivery; and/or
- d) the place of Services to be provided by the Supplier.

16. Contract Amendments

Subject to relevant clause of GCC, no variation in or modification of the terms of the Contract/ Purchase Order shall be made except by written amendment issued against the Contract/ Purchase Order.

17. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent. However, the consent of the Purchaser shall not relieve the supplier from any obligation, duty or responsibility under the contract.

18. Subcontracts

The Supplier shall notify the Purchaser in writing of all subcontracts awarded by it to discharge the works under this Contract. Such notification, in the original bid or later, shall not relieve the Supplier of any liability or obligation under the Contract and the supplier will be solely responsible for all obligations under the contract.

19. Delays in the Supplier's Performance

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

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

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

20. Liquidated Damages

20.1. In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right:

(a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or

(b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or

(c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment/stores at the risk and cost of the defaulting supplier and also,

(d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (a) above.

(e) To forfeit the security deposit fully or in part.

(f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

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

21. Termination for Default and breach of contract

21.1. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or

(b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser; or

(c) If the Supplier, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

21.2. For the purpose of this Clause:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

21.3. In the event the Purchaser terminates the Contract in whole or in part, pursuant to relevant clause, the Purchaser may procure on such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser

AKW



for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

22. Force Majeure

22.1 Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes and act of God.

22.2 If there is delay in performance or other failures by the supplier to perform its obligation under the contract due to an event of a Force Majeure and the contract is governed by Force Majeure Clause, the supplier shall not be held responsible for such delays/failures.

22.3 In such a situation, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof, duly certified by the local Chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within twenty one days of occurrence and cessation of such Force Majeure Conditions. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

22.5 For delays arising out of Force Majeure, the supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure.

22.6 There may be a Force Majeure situation affecting the purchaser also. In such a situation, the purchaser is to take up with the supplier on similar lines as above for further necessary action.

22.7 The contract shall be governed by the following Force Majeure Clause:

"If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events ") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL/Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain. "

23. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

24. Termination for Convenience

24.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

24.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- a) to have any portion completed and delivered at the Contract terms and prices; and/or
- b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

25. Governing Language

The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the Parties shall be written in the same language.

26. Taxes and Duties

26.1 A foreign Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed outside the Purchaser's country. The foreign supplier shall also be responsible for all taxes & duties in Purchaser's country legally applicable during execution of the contract other than those which are to be paid by purchaser, as specified in as per relevant clause of NIT.

26.2 A Domestic Supplier shall be entirely responsible for all taxes, duties, licence fees etc., incurred until the execution of the contract, other than those which are to be paid by purchaser, as specified in as per relevant clause of NIT.

27. Limitation of Liabilities

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

27.2 The supplier shall not be liable to the purchaser for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the equipment supplied hereunder which caused such losses, claims, damages, costs or expenses.

27.3 However, the limitation of liability of the supplier indicated above shall not apply to Liquidated damages.

28. Settlement of commercial disputes in case of contracts with Public Sector Enterprises/ Govt. Dept.(s)

28.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), as per the guidelines stipulated in the Office Memorandum No. 4(1)/2013- DPE(GM)/FTS-1835 dated 22.05.2018 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt, of India.

28.2 In case of contract with a Public Sector Enterprise or Govt. Dept., the following Arbitration Clause shall be incorporated in the contract:-

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts) between Central Public Sector Enterprises (CPSEs)/ Port

Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018."

29. Progress Reports

29.1 The Supplier shall from time to time render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Purchaser.

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

30. Provisions of CIL's Purchase Manual

The provisions of CIL's Purchase Manual and its subsequent amendments (Available on CIL's website, www.coalindia.in) shall also be applicable, if not specified otherwise in this Bid document.

31. Applicable Law

The Contract shall be governed by the laws of the Republic of India, unless otherwise specified in the bid document.

32. Jurisdiction of Courts

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

32.2 The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

33. Notices

33.1 Any notice given by one Party to the other pursuant to this Contract shall be sent to the other Party in writing or facsimile to be confirmed in writing, to the other Party's address. For the purpose of all notices, the following shall be the addresses of the Purchaser and the Supplier (as indicated in the Contract / Order)

33.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33.3 In case of change in address, the Supplier shall immediately notify the same to the Purchaser in writing. The supplier shall be solely responsible for the consequences of omission to notify the change of address to the Purchaser.



ANNEXURE - D

Security Deposit Bank Guarantee Format

Re: Bank Guarantee in respect of Notification of Award / Purchase Order vide no dated between (Name of Purchaser Company) and.....(Name of Supplier Company)

Messers a Company / Firm having its office at No. (hereinafter called 'the Contractor') has received the Notification of Award / Purchase Order no dated (hereinafter called 'the said agreement') with.....(Name of the Purchaser Company) hereinafter called ('the Company') to supply.....stores/materials amounting to Rs.....on the terms and conditions contained in the said Notification of Award / Purchase Order.

The..... (Name of the Bank) (hereinafter called 'the Bank') having its Office at.....has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We (Name of the Bank) (hereinafter called 'the Bank') do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement or shall commit any breach of its obligations thereunder, the bank shall on demand and without any objection or demur pay to the Company the said sum of Rs.....or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the contractor regarding the claim.

We, the Bank- further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the day of..... but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs....., or such lesser amount out of the said sum of Rs.....as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... are fully satisfied and the company certifies that the agreement has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its

liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the and as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till theday ofand unless the guarantee is renewed or a claim is preferred against the Bank within validity period and / or the claim period from the said date, all rights of the company under this guarantee shall cease and the

Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and.....(Name of the person) who has signed it on behalf of the Bank has authority to do so.

The details of beneficiary bank for sending details of BG under SFMS Platform is furnished below

Name of beneficiary and details	
Name	Western Coalfields ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur – 440001, Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
BG ADVISING MESSAGE – 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

Dated this.....Day of.....20...

Place

Signature of the authorized person

For and on behalf of the Bank




ANNEXURE - E

Performance Bank Guarantee Format

Re : Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no dated..... between Western Coalfields Limited and (Name of Supplier Company)

Messers a Company / Firm having its office at No. (hereinafter called 'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no dated (hereinafter called 'the said agreement') with Coal India Limited, Kolkata on behalf of Western Coalfields Limited (Name of the Purchaser Company) hereinafter called ('the Company') to supply..... stores / materials amounting to Rs..... on the terms and conditions contained in the said agreement.

The(name of the bank) (hereinafter called 'the bank') having its Office at has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We (name of the bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement or shall commit any breach of its obligations thereunder, the bank shall on demand and without any objection or demur pay to the Company the said sum of Rs..... or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold, payment on the ground that the contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the contractor regarding the claim.

We, the Bank - further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the day of but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs.....or such lesser amount out of the said sum of Rs.....as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs.....and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs..... has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any



SO no: 11000112421254 dt: 21.12.2021

Supply of Chair Lift Manriding System

forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company and as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs.....only. The guarantee shall remain in force till theday of..... 20.. and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and / of the claim period from the said date, all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and (Name of the person) who has signed it on behalf of the Bank has authority to do so.

The details of beneficiary bank for sending details of BG under SFMS Platform is furnished below

Name of beneficiary and details	
Name	Western Coalfields ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur – 440001, Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
BG ADVISING MESSAGE – 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

Dated this.....Day of.....20...

Place

Signature of the authorized person

For and on behalf of the Bank





Pre-contract Integrity Pact

Annexure-F

ANNEXURE - 5

Pre-Contract Integrity Pact

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on 4th day of the month of February 2021, between, on one hand, Western Coalfields Ltd, acting through Shri .S.K. Batra, General Manager (MM) HOD., (hereinafter called the "BUYER / PRINCIPAL "), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. EIMCO ELECON (INDIA) LIMITED represented by Shri MUKULNARAYAN DWIVEDI, Executive Director (hereinafter called the "BIDDER/Seller/ Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure Chair Lift Man Riding System (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company /public company/Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Section 1 - Commitments of the Buyer / Principal

(1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principals:-

- a. No Employee of the Principal, personally or through family members, will in connection with the tender for or the execution of contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of Bidder(s) / Contractor(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) / Contractor(s) will not with other bidders info any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only. The guidelines and terms and conditions for Indian Agents of Foreign supplier shall be as per the provisions at Annexure I of this document.
- e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.



[Handwritten signature]

[Handwritten signature]

(2) The Bidder(s) / Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts.

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

(1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months to maximum of 3 years.

(1) A transgression is considered to have occurred if the Principal, after due consideration of available fact and evidences within his / her knowledge concludes that there is reasonable ground to suspect violation of any commitment listed under Section 2 ie. "Commitments of Bidder(s) / Contractor(s)

(2) The bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(3) If the bidder / contractor / supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 – Compensation for Damages:

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(1) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the contract liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

Section 5 – Previous Transgression

(1) The bidder declares that no previous transgression occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(1) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

ASW



Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

(1) In case of Sub-Contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity pact by the Sub-Contractor.

(1) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors

(2) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

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

Section 8 - Independent External Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement

(1) The Monitor is not subject to instructions by the representatives of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / She reports to the Chairman, Coal India / CMD, Subsidiary Companies.

(2) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub- Contractors.

(3) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on " Non- Disclosure of Confidential Information" and of " Absence of Conflict of Interest" . In case of any conflict of Interest arising at a later date, the IEM shall inform Chairman, Coal India Ltd / CMD Subsidiary Companies and recuse himself / herself from that case.

(4) The Principal will provide the Monitor sufficient information above all meeting among parties related to the Project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices or believes to notice a violation of this agreement he / she will so inform the management of the Principal and request the Management to discontinue or take corrective action or to take other relevant actions. The monitor can in this regard submit non binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.



(6) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies a substantiated suspicion of a offence under relevant IPC / PC Act and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless is discharged / determined by Chairman Coal India Limited / CMD, Subsidiary Companies.

Section 10 – Other Provisions

(1) Changes and supplements as well as termination notices need to be made in writing. Side agreement have not been made.

(1) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(2) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(3) Issues like Warranty / Guarantee etc shall be outside the purview of IEMs

(4) In the event of any contradiction between the Integrity pact and its Annexure, the clause in the Integrity Pact will prevail.

Section 11 - Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the Buyer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examinations.

Section 12 – Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer.

Section 13 – Other Legal Actions

The actions stipulated in this Integrity pact are without prejudice to any other legal actions that may follow in accordance with the provisions of the extant law in force to any civil or criminal proceedings.

For & on behalf of the Principal

For & on behalf of the Bidder / Contractor

Place: Nagpur
Date:

For Eimco Elecon (India) Limited

Mukund
Mukun Narayan Dwivedi
Executive Director



Witness 1:

Name and Address *Hitendra Shukla (Grm-Marked)*
Anand.

Witness 2:

Name and Address *Mahesh Kumar (Sr. Engineer)*
Anand.

BN

W

