

SO no: 11100112521285 dt. 19.02.2022

Supply of Belt Conveyors

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

Department of Material Management

CIN - U10100MH1975GO1018626

FAX: 0712-2510284

www.westerncoal.mic.in

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

SO. NO. 11100112521285

Dtd:- 19.02.20 22

SUPPLY ORDER

To

M/s BTL EPC LIMITED,  
2 JESSORE ROAD,  
KOLKATA-700028  
GSTN:- 19AADCS7466G1ZY

Vendor Category:- Manufacturer, MSE  
email : sandip.mukherjee@shrachi.com  
Ph:- 9831308714

Dear Sir,

**Sub:** Formal Order for Supply of Belt Conveyors

**Ref:** 1. Open tender enquiry no. Hq-pur-asn-ra-e010-2020-21 (Tender ID No. 2021\_WCL\_204822\_1) opened on 19.05.2021 for Procurement of Belt Conveyors and price bid opened on 09.09.2021

2. Your offer vide Bid id no :659753 dt. 15.05.2021 and subsequent shortfall documents/ Clarifications on e-procurement

3. Your confirmation email letter no. BTL/WCL/MH-3008/21-22 dtd. 15.02.2022

4. E-Office ref no: E-265406

This has reference to above, we are pleased to place FORMAL ORDER on you for the Supply of Belt Conveyors as per the rates, technical specifications and terms and conditions stipulated below and general terms and conditions enclosed.

NIT Sl No.	Item Description	Qty ( in sets )	Basic Price (Rs./Unit)	Total Extended Value (Rs)
3.	Troughed Belt Conveyor complete for use in coal mines. 400TPH, 1200mm, 60.138 Mtrs, 37kW 415V power rating, VFD NFLP Starter	1	64,07,218.00	64,07,218.00
	Freight Charges @ 2,00,000.00 per unit			2,00,000.00
	Installation and commissioning charges :			Inclusive
	Total for Item sl no: 3			66,07,218.00
4	Troughed Belt Conveyor complete for use in coal mines. 800TPH, 1400mm, 161 Mtrs, 2X55kW 415V power rating, VFD NFLP Starter	2	1,09,04,673.00	2,18,09,346.00
	Freight Charges @ 3,00,000.00 per unit			6,00,000.00
	Installation and commissioning charges :			Inclusive
	Total for Item sl no: 4			2,24,09,346.00
	Total Basic Value for item no. 3 & 4			2,90,16,564.00
	GST: Extra @ 18%			52,22,981.52
	Total Order Value			3,42,39,545.52

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SO.no: 11100112521285 dt. 19.02.2022

Supply of Belt Conveyors

Total Order Value: Rupees Three Crores Forty Two Lakhs Thirty Nine Thousand Five Hundred Forty Five and Paise Fifty Two Only

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

The Belt Conveyors 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 and Insurance charges upto destination stores. However Freight charges shall be paid extra @ Rs. 2,00,000 /- per unit for NIT item sl no. 3 and @Rs. 3,00,000 /- per unit for NIT item sl no. 4

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:** Supply of the material is to be completed within six months as per the scope of supply, which shall be reckoned from the 7th day of order date.

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:****A) Pre-despatch Inspection (As per clause no 8 of Annexure-1):**

8.1-The belt conveyors will be inspected by WCL's representative/third party inspection agency at manufacturer's works before dispatch of the equipment to ascertain the conformity of the conveyors to supply order specifications, relevant ISS, and type test certificates.

8.2 -Testing of assemblies/components, wherever required will be carried out by the inspector as per the relevant standards and supply order. The manufacturer shall make available to the inspector, the required test facilities with necessary support for conducting the tests.

8.3-The manufacturer shall make available to the inspector the following documents during the inspection.

- Copies of relevant ISS.
- All records of quality checks as per QAP
- Dimensional/manufacturing drawings of different assemblies/components of the conveyors.
- Invoices in respect of purchase of raw-materials viz. steel, bearings, tubes (for rollers) etc, and bought out items.
- Manufacturer's test certificates in respect of raw-materials and bought out items.
- Copies of type test certificates from Govt./Govt. approved test house, for contactors used in the starters as per IS:13947(Part-4/Sec.1)-1993.

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

**5. Consignee :** The material shall be consigned to Depot Officer, Regional Stores, WCL, Ballarpur/Nagpur Area as under:

NIT SI No	Item Description	Area	Project	Quantity (Set)	Consignee Address
3	Troughed Belt Conveyor complete for use in coal mines. 400TPH, 1200mm, 60.138 Mtrs	Nagpur	Singhori	1	The Depot Officer, Regional Stores, Western Coalfields Limited, PO: SILEWARA COLLIERY, Dist. Nagpur (M.S.) Pin: 441 109
4	Troughed Belt Conveyor complete for use in coal mines. 800TPH, 1400mm, 161 Mtrs	Pauni	Ballarpur	2	The Depot Officer, Regional Stores, Western Coalfields Limited, Ballarpur Area, PO : Sasti Distt:-Chandrapur (M.S) Pin: - 442 701

**6. Payment terms:**

i) 80% value of the equipment and 100% taxes and duties and other charges excluding 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 till 3 months after the completion of 12 months period from the date of commissioning of all the equipment covered in the contract.

ii) Balance 20% payment including 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 and confirmation of receipt of DRR by the paying authority.

Payment shall be made only on submission of confirmed security deposit and acceptance of same by WCL.

**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.

- (i) Pre-receipted and stamped GST compliant Invoice as per GST rules
- (ii) Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017)
- (iii) Consignment note / RR/ LR in original (if applicable).
- (iv) E-Way Bill ( if applicable ) as per the GST rules
- (v) Warranty / Guarantee certificate
- (vi) Price Fall Certificate
- (vii) 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. 10,27,187 /-** (Rupees Ten Lakhs Twenty Seven Thousand One Hundred and Eighty Seven 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).





SO no: 11100112521285 dt. 19.02.2022

Supply of Belt Conveyors

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.

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SO no: 11100112521285 dt. 19.02.2022

Supply of Belt Conveyors

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:** You shall give a warranty of satisfactory performance of the complete conveyor set for a period of 12 months from the date of commissioning.

**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. 34,23,955 /- (Rupees Thirty Four Lakhs Twenty Three Thousand Nine Hundred Fifty Five 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

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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.

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**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, Bhubaneswar.751015	amiyaiifs@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



SO no: 11100112521285 dt. 19.02.2022

Supply of Belt Conveyors

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.

*(Signature)*  
19/02/2022  
(Ashish S. Nagarkar)  
प्रबंधक (सा.प्र)

Yours faithfully

*(Signature)*  
19/02/2022  
(NV Raghu Babu)  
मुख्य प्रबंधक (सा.प्र)

**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/Ballarpur 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 2013 10
7. IEM, Shri A.K.Mohapatra, Flat no 201, Manjusha Manor, Plot no N3/382, IRC Village, Bhubaneshwar 751015

**Indent details:-**

NIT SI No	Item Description	Area	Project	Indent No	Quantity (Set)
3	Troughed Belt Conveyor complete for use in coal mines. 400TPH,1200mm, 60.138 Mtrs	Nagpur	Singhori	IND/20-21/3260/00152 Dt. 12.06 .20	1
4	Troughed Belt Conveyor complete for use in coal mines. 800TPH,1400mm, 161 Mtrs	Pauni	Ballarpur	IND/20-21/3660/00047 Dt. 14.04.2020	2

**BC Reference:-** BC no. FA/WCL/CAP/BC/OPM/12/03/55, Dated. 19.02.2022 for Rs. 4,24,23,559/- only.

*(Signature)*  
19/02/2022  
प्रबंधक (सा.प्र)

*(Signature)*  
19/02/2022  
मुख्य प्रबंधक (सा.प्र)

## DETAILED TECHNICAL SPECIFICATION

## ANNEXURE-A

<b>NIT ITEM SI No. 3:- Troughed Belt Conveyor complete for use in coal mines. 400TPH,1200mm, 60.138 Mtrs-1 Set</b>	
A-400TPH,1200mm, 60.138 Mtrs: 1 set	
B-Total length of conveyor in Mtrs :60.138	
C-Belt speed in M/Sec.: 2.3	
D-Power Rating (approx) in K.W.: 37, suitable for lift of belt conveyor- 8mtrs	
E-Take up travel in Mtrs: 5	
F-Spacing between two Pullcord switches: 35 mtrs	
G-Spacing between two sway switches switches: 50 mtrs	
<b>H. PARAMETERS</b>	
1-Make of motor:-	Marathon/Equi
2-Motor K. W. Rating:	37 kW
3-Frame size of motor	225 S
4-Make of starter	Mineline/Prabhu
5-Make of contactors [Acceptable makes : : Government/Government approved test house tested make.	AGREE
6-K. W. Rating of starter	37 kW
7-Make of Pull cord switches	EEC/Mineline/Equi
8-Make of Belt Sway switches	EEC/Mineline/Equi
9-Make of Pre-start Audio-visual warning alarm	Safex/Equi
10-K.W. Rating of Gearbox	37 kW
11-No. of stages in Gearbox :	Three
12-Make of gearbox:	Btl Epc Ltd
13-Model of gearbox:	TSH-860/37
14-Type of anti roll back device:	Sprag
15-Make of Fluid coupling	Premium/Fluidomat/Equi
16-Model of Fluid coupling	AFC58/WF360/Equi
17-Make of Output coupling	Fenner/GBM/Equi
18-Model of Output coupling	RG5/FGC5/Equi
I. Quantity offered:	1 Set
<b>J-SCOPE OF SUPPLY: FOR EACH SET OF CONVEYOR</b>	
J.1-DRIVE HEAD ASSEMBLY consisting of below mentioned components as per specification provided.	
i-Drive head frame; 1 No.	
ii-Drive Pulley with shaft,Bearings and Bearing Blocks :1 Set.	
iii-Snub Pulley with shaft,Bearings and Bearing Blocks :1 Set.	
iv-Gear Box; 1No.	
v-Motor: 1 No.	
vi-Fluid coupling: 1No.	
vii-Out put coupling: 1No.	
viii--Anti roll back device: 1 No.	
ix-Starter : 1No.	

x-Belt scraper: 1No.	
J.2-TAIL END ASSEMBLY consisting of below mentioned components .	
a-Return Pulley with shaft,Bearings and Bearing Blocks :1 Set.	
b-Tail end structure: 1 Set	
c-V-type plough scraper return belt: 1 No.	
J.3-TAKE UP ASSEMBLY consisting of below mentioned components .	
a-Take up Pulley with shaft,Bearings and Bearing Blocks :1 Set.	
b-Bend/diversion Pulley with shaft, Bearings and Bearing Blocks :3 Sets.	
c-Take up trolley: 1 Set	
d-Take up structure: 1 Set	
e-Hand operated winches: 2 Nos.	
f-V-type plough scraper on return belt before take up : 1 No.	
J.4-INTERMEDIATE STRUCTURE consisting of below mentioned components	
a-Stringers: 40 nos.	
b-Brackets for carrying idlers: 50 Nos.	
c- Brackets for impact idlers: 6 Nos.	
d- Brackets for transition idlers: 6 Nos.	
e-Stools cum Idler brackets for return idlers: 20 Nos.	
f-Carrying idlers: 168 Nos.	
g-Return idlers: 20 Nos.	
h-Impact idlers: 18 Nos.	
i-Decking plates as specified at Sr.No.7.7	
j-Skirt plates as specified at Sr.No.7.8: 1 set of 2 Nos(-1 left and 1 right).	
k-Protective guards/fences as specified at Sr.No.7.9 i- Couping guards.: 2 nos	
ii-Tail end drum fencing covering all sides except belt entry side; 1 set,	
iii-Take up drum fencing covering all sides except belt entry side; 1 set,	
J.5-ACCESSORIES	
a-Pull cord switches in Nos: 2	
b-Belt Sway switches in Nos. : 2	
c-Pre-start Audio-visual warning alarm in Nos : 2	
<b>NIT ITEM SL No. 4:- Troughed Belt Conveyor complete for use in coal mines. 800TPH,1400mm, 161 Mtrs: 2 set</b>	
The offered Belt Conveyors by the bidder 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	
A-800TPH,1400mm, 161 Mtrs: 2 sets	
B-Total length of conveyor in Mtrs :161	
C-Belt speed in M/Sec.: 2.3	
D-Power Rating (approx) in K.W.: 2 X 55KW (Dual drive), suitable for lift of belt conveyor-15mtrs	
E-Take up travel in Mtrs: 8	
F-Spacing between two Pullcord switches: 35 mtrs	
G-Spacing between two sway switches switches: 50 mtrs	
H. PARAMETERS	
1-Make of motor:	Marathon/Equi
2-Motor K.W. Rating:	55 kW
3-Frame size of motor	250 M

4-Make of starter	Mineline/Prabhu
5-Make of contactors [Acceptable makes : : Government/Government approved test house tested make.	AGREE
6-K. W. Rating of starter	2 x 55 kW
7-Make of Pull cord switches	EEC/Mineline/Equi
8-Make of Belt Sway switches	EEC/Mineline/Equi
9-Make of Pre-start Audio-visual warning alarm	Safex/Equi
10-K. W. Rating of Gearbox	55 kW
11-No. of stages in Gearbox :	Three
12-Make of gearbox:	Btl Epc Ltd
13-Model of gearbox:	TSH-860/55
14-Type of anti roll back device:	Sprag
15-Make of Fluid coupling	Premium/Fluidomat/Equi
16-Model of Fluid coupling	AFC65/WF5/Equi
17-Make of Output coupling	Fenner/GBM/Equi
18-Model of Output coupling	RG6/FGC6/Equi
I. Quantity offered	2 Set
J-SCOPE OF SUPPLY: FOR EACH SET OF CONVEYOR	
J.1-DRIVE HEAD ASSEMBLY consisting of below mentioned components as per specification provided.	
i-Drive head frame; 1 No.	
ii-Drive Pulley with shaft,Bearings and Bearing Blocks :2 Sets.	
iii-Snub Pulley with shaft,Bearings and Bearing Blocks :2 Sets.	
iv-Gear Box; 2Nos.	
v-Motor: 2 Nos.	
vi-Fluid coupling: 2 Nos.	
vii-Out put coupling: 2Nos.	
viii--Anti roll back device: 2 Nos.	
ix-Starter : 1No.	
x-Belt scraper: 1No.	
J.2-TAIL END ASSEMBLY consisting of below mentioned components .	
a-Return Pulley with shaft,Bearings and Bearing Blocks :1 Set.	
b-Tail end structure: 1 Set	
c-V-type plough scraper return belt: 1 No.	
J.3-TAKE UP ASSEMBLY consisting of below mentioned components .	
a-Take up Pulley with shaft,Bearings and Bearing Blocks :1 Set.	
b-Bend/diversion Pulley with shaft, Bearings and Bearing Blocks :3 Sets.	
c-Take up trolley: 1 Set	
d-Take up structure: 1 Set	
e-Hand operated winches: 2 Nos.	
f-V-type plough scraper on return belt before take up : 1 No.	
J.4-INTERMEDIATE STRUCTURE consisting of below mentioned components	
a-Stringers: 107 nos.	
b-Brackets for carrying idlers: 134 Nos.	
c- Brackets for impact idlers: 6 Nos.	
d- Brackets for transition idlers: 6 Nos.	
e-Stools cum Idler brackets for return idlers: 54 Nos.	

f-Carrying idlers: 420 Nos.
g-Return idlers: 54 Nos.
h-Impact idlers: 18 Nos.
i-Decking plates as specified at Sr.No.7.7
j-Skirt plates as specified at Sr.No.7.8: 1 set of 2 Nos( 1 left and 1 right).
k-Protective guards/fences as specified at Sr.No.7.9:
i- Couping guards.: 2 nos
ii-Tail end drum fencing covering all sides except belt entry side; 1 set,
iii-Take up drum fencing covering all sides except belt entry side; 1 set,
<b>J.5-ACCESSORIES</b>
a-Pull cord switches in Nos: 5
b-Belt Sway switches in Nos. : 6
c-Pre-start Audio-visual warning alarm in Nos : 3
<b>COMMON TERMS AND CONDITIONS</b>
<b>3.0-SERVICE CONDITIONS :</b>
3.1-Place of installation: coal mines. SURFACE. Belt is to installed on gradient.
3.2-Duty: Continuous (24 hrs/day)
3.3-Maximum ambient air temperature: 45 deg.C.
3.4-Relative humidity (max): 98.00%
3.5-Environment: Dusty (mostly coal dust)
<b>4.0-CONVEYOR DATA :</b>
4.1-Capacity in TPH: 400TPH for item nos. 3; 800TPH for item no.4
4.2-Conveyor width in mm (Belt width): 1200MM for item nos. 3; 1400MM for item no.4
4.3-Drive configuration: SNUB for item nos.3; TANDAM with equilizing gears for item no.4
4.4-Type of enclosure for Motor , Starter,Pullcord switch.Sways witch and Pre start alarm : NFLP
<b>5.0-GENERAL REQUIREMENTS :</b>
A-Flexibility -The design of the drive head and other equipment shall be flexible so that they can be adopted to different mine conditions.
B-High reliability -The conveyors will have to be well designed and precision manufactured so that a trouble free service with a minimum of maintenance is guaranteed.
<b>6.0-DETAILED SPECIFICATIONS :</b>
<b>6.1-DRIVE HEAD ASSEMBLY :</b>
A-Design configuration : SNUB
B-Drive Head Frame: Shall be made of heavy structural steel sections
<b>6.2-DRIVE, TAILEND,DISCHARGE PULLEY &amp; SHAFT :</b>
A-Drum Dia: 800 mm
B-Drum width : 1400mm for item S.Nos 3 and Drum width- 1600mm for item S.No. 4
C-Shell thickness: 16 mm
D-Dia of Shaft at bearing seating: 140mm
E-Shaft material; C-40 as per IS:1570
F- Deflection pulley of suitable dimensions
<b>6.3-SNUB PULLEY &amp; SHAFT :</b>
A-Drum dia: 630mm
B-Drum width: 1400mm for item Sl .Nos 3 and Drum width- 1600mm for item S.No. 4
C-Shell thickness: 12 mm

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D-Dia of shaft at bearing seating: 120 mm
E-Wrap angle for snub drive: Not less than 210 deg.
6.4-BEARING BLOCKS :
A-Material of construction: Cast steel
B-Type: Heavy duty
C-Bearings: Heavy duty self aligning spherical roller bearings.
6.5-GEAR BOXES :
A-Type of gear box: Helical
B-Mounting: Foot mounted
C-Service factor : 1.6 over motor rating
D-Cooling: Natural
6.6-FLUID COUPLING :
A-Type of fluid coupling: Suitable for use in Coal Mines
B-Material of Body: Steel Body fluid coupling
C-Operating fluid: Fire resistant fluid
6.7-OUT PUT COUPLING :
A-Type of coupling: Geared or Resilient
B-Service factor for selection: 1.25 over motor rating
6.8-MOTORS :
A--Type: Sq. Cage Induction
B-Operating voltage system: 415V, $\pm 6\%$ , 3 Ph, 50 Hz
C-Minimum starting torque: 2 times full load torque
D-Motor RPM (Syn.): 1500
E-Continuous duty as per IS:12615-2011
F-Type of starting: VFD
G-Class of insulation: Class F, temp. rise limited to Class B
H-Type of Enclosure: T E F C, NFLP
I-Degree of protection (for NFLP): IP-55 of IS : 4691-1985
J- Mounting of motor: Foot mounted (B3 as per IS:2253-74)
K-Cable Entry: Suitable for PVCDWA mining cable of required size.
6.9-STARTER :
A-TECHNICAL PARAMETER OF VFD:
A.1-Degree of protection - IP 54
A.2-Utilization category of Starter- AC-3
A.3-Type of Starter- VFD
A.4-Voltage system: 415V, $\pm 6\%$ , 3 Ph, 50 Hz
A.5-Type of enclosure - NFLP
A.6-Output Voltage - 0-100% of supply voltage.
A.7-Output Overvoltage modulation 15% extra voltage at output by over modulation.
A.8-Output Frequency : Agreed
A.9-Control Method - Both scalar (V/f Control) & Flux Sensorless vector control methods should be possible. Closed loop of speed and torque with encoder feedback should also be possible with option feedback card.
A.10-Output Power - Drive should be dual rated and suitable for both Constant torque (CT) as well as Variable torque (VT) loads.
A.11-Overload Capacity - 100% continuous & 150% for 60secs repeated every 10 minutes
A.12-Transient Overload Capacity - 175% for 0.5secs (CT) & 125% for 0.5secs (VT).

A.13-Input Harmonic Mitigation - Should have this as a standard feature with in-built two limbed DC reactor.
A.14-Cabling distance (Inv to motor) – Should be capable of supporting 200m of unshielded cable and 150m of shielded cable without the need for an external output reactor.
A.15-Power Circuit cooling - For drive >90KW capacities the heat sink assembly should have a duct cooling arrangement in which the cooling air entry and hot air exit points can be either bottom/top or rear/rear. With this arrangement, in addition to imparting flexibility for cooling circuit design, it is also possible to exhaust the hot air from the inverter directly out of the control room without adding to the heat load,
A.16-Efficiency - Minimum overall drive efficiency should be $\geq 97\%$ at 100% load.
4.16-Ambient operating temperature - 45°C as standard without derating.
A.17-Environmental conditions - Drives should be suitable for maximum 95% RH and withstanding up to 1.0g acceleration.
A.18-POWER CIRCUIT DESIGN: The output power circuit shall consist of fast switching IGBT's which can switch power at 16 KHz with minimum on-state losses. The inverter bridge shall consist of single IGBT's in the power circuit. For higher capacities, the inverter circuit shall have a modular construction with parallel connected bridges. Across the entire power range, it will be preferable to restrict the variety of IGBT's to have a minimum spare parts count and reduce inventory carrying costs.
A.19-COOLING :The power circuit, consisting of input rectifier and inverter, shall be mounted on a common heat sink assembly with a specially designed cooling fan mounted on it for efficient cooling. The fan shall run only when required (inverter on load or heat sink temperature exceeds a specified value). The entire assembly should be ducted on the rear with an IP-55 seal between the power and control cooling circuits. This arrangement will ensure that there is no ingress of contaminants into the control circuits. The duct arrangement shall have the flexibility. It should be possible to mount the panel housing the inverter flush with the wall by providing a rear cooling arrangement for the power circuit using an external ducting arrangement. This arrangement will ensure that there is no additional load on the existing cooling circuits in the room housing the drive panel.
A.20-ENCLOSURE DESIGN :With the IP-55 module enclosures, it should be possible for the user to have module design with Switch Disconnecter and line fuses built in as a power option. This will eliminate the need for constructing an extra panel for housing the switchgear items.
A.21-SUITABILITY FOR LONG CABLING DISTANCES: The switching pattern of the IGBT's should be such as to reduce the dv/dt stress on the drive motor (soft switching). It should be therefore possible to connect the drive motor to the VFD with a cabling distance of up to 200 mtr. of armored cable without exceeding the peak voltage & dv/dt figure of 1000V/ $\mu$ s at the motor terminals.
A.22-INPUT HARMONIC MITIGATION: The Inverter module should connect to a power system without additional harmonic mitigation devices to keep the ITHD level to an acceptable value, restricted to 40-45 % (depending upon the fault level on the supply side) at 100% inverter load.
A.23: It should have 3 contactor DOL by pass arrangement in case of failure of VFD.
B.0-CONTROL FEATURES: The drive should have the following features:
B.1- Operation in speed/torque open loop or closed loop.
B.2- Built in process PID Controller.
B.3- Programmable acceleration & deceleration times, setting range 0.01-3000secs.
B.4- Motorized Potentiometer with programmable digital inputs for "Speed Increase" and

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“Speed Decrease” functions.
B.5- Control of electro-mechanical brake by sensing if drive has developed adequate torque before brake release is effected. This feature allows the drive to become part of the safety system in hoisting applications.
B.6- Facility for connecting quadrature type HTL encoder for closed loop control of speed and torque.
B.7- Four programmable skip frequency points for avoiding mechanical resonance in loads which are prone to this phenomenon.
B.8- Provision for programming 8 references through DI's with 4 ramps (linear or S Curve).
B.9- Controlled deceleration in the event of excessive regeneration through braking chopper and resistor.
B.10- Programmable security functions in the event of speed reference loss. Should be programmable for the following functions- drive running at the last set speed prior to loss of reference, maximum frequency, minimum frequency and preset frequency.
B.11- Flux or AC braking for decelerating drive motor without having to use resistive braking with chopper.
B.12- DC Injection braking with programmable value for torque and duration. This feature is useful for holding applications which do not require a large braking torque and for preheating the motor windings.
B.13- Programmable Automatic Restart after an alarm condition has occurred.
B.14- Automatic Energy Optimization function to adjust the drive motor terminal voltage at reduced loads (typically ? 50%) so as to minimize the reactive current and effect power savings. This feature is especially useful for centrifugal pumps and fans.
B.15- Temperature controlled heat sink cooling fan for conserving power when drive is not running.
B.16- In the event of mains failure, the drive should be programmable to realize the following functions- Controlled deceleration to zero speed, flying restart in the event of mains restoration or kinetic backup utilizing the load mechanical energy.
B.17- Over modulation at the output at base frequency-this feature produces up to 15% more voltage at the output when full voltage is reached at the base frequency.
B.18- Programmable anti-resonance filter to take care of current hunting during running.
B.19- Programmable thresholds for warning and alarm for the following parameters- current, frequency, speed reference, torque and speed.
B.20- Logic Controller for programming specific customer sequences and actions without the need for an external PLC. An application which needs 10 I/O's or less should be implementable within the drive controller.
C.0-PROTECTIONS: The following protections should be available in the drive as standard:
C.1-Programmable Electronic Thermal Overload feature for protecting the drive motor against thermal overloads when operating at variable speed. The feature should also take into account the type of cooling of the drive motor (TEFC or force cooled).
C.2-Over temperature protection with 2 Nos. sensors-one on the heat sink and the other on the Power Board.
C.3-Protection against output short-circuit, phase to ground and motor phase current unbalance.
C.4-Protection against brake resistor overloading.
C.5-Automatically adjust the ramp rate during acceleration and deceleration to limit the motor current and DC bus voltage respectively.
C.6-DC Over voltage resulting from excessive regeneration from the load, and DC Under



voltage resulting from loss of phase or phase unbalance.
C.7-Protection against earth faults by the provision of CT's in all three output phases.
C.8-Programmable choice of drive behavior in case of mains failure.
D.0-PROGRAMMING, COMMISSIONING & DIAGNOSTICS: The drive must have the following features as standard:
D.1. Automatic Motor Adaption-The drive controller must have an adaptive function to measure the motor equivalent circuit parameters at standstill condition. This is necessary to avoid decoupling the motor from the load.
D.2. Fault Diagnostics- All drive faults should be recorded with time stamp and stored in a stack memory along with the main significant values. The drive is provided with internal test procedures to test the main boards. All faults are displayed in plain text in the user's language.
D.3. Hot pluggable graphics interface with multiline display and user friendly keypad, with parameters displayed in plain language of the user's choice. It should be possible to display up to 5 parameters simultaneously. Storage of drive configuration parameters as well as transfer to other drives (Copy function) should be possible. Online availability of the instruction manual would be an added advantage. This will make the operator interface very user friendly.
D.4. Drive Parameter setup- Should be programmable via the Local Control Panel (LCP or Graphics Display) or the dedicated USB Port. The use of LCP should be password protected and access to the drive parameters via the LCP or communication bus or both should be blocked. The LCP should have the following keys as standard- Run Remote, Run Local, Stop and Reset. It should be possible to disable each key individually to prevent the operator from changing the location of operation or put it in stop mode.
D.5. Control Terminals- They should be spring loaded to ensure positive and reliable connection.
E-POWER & CONTROL OPTIONS
E.1.-Operation in speed/torque open loop or closed loop.
E.2-General Purpose I/O Module with 3DI, 2DO, 2AI & 1AO.
E.3-Relay Module with 3 extra relay outputs.
E.4-Encoder Module for connecting incremental encoder, Sincos encoder with hyper face & with EIA-422 Interface.
E.5-Resolver Module for position control.
E.6-Profibus DP V1 Interface for fast and efficient communication.
E.7-Device Net Interface.
E.8-Can Open & Ethernet Interface Modules.
F.0-IN ADDITION, THE FOLLOWING POWER OPTIONS SHOULD BE AVAILABLE:
F.1- Harmonic Filters for reducing input ITHD to 10% and 5% respectively. They should be effective in reducing THD at varying loads and on power systems which have unbalance and voltage distortion.
F.2- du/dt filters for reducing the voltage stress on the drive motor due to the PWM waveform and long cabling distances.
F.3- Sine Wave filters for generating a sinusoidal voltage at the motor terminals, reducing bearing currents in large motors and acoustic noise from motor. This feature is especially useful for existing non-VFD grade motors which are designed for a low insulation voltage and require a sinusoidal voltage at the terminals. It also enables the user to use longer lengths of motor cable (up to 1000m) without damaging the motor insulation.
F.4- Brake resistors for dissipating motor kinetic energy during chopper braking. The




chopper should be built into the Inverter module and should provide braking torque of 50% of rated motor torque at minimum.
G-DRIVE CONSTRUCTION STANDARDS - The drive must conform to the following standards:
G.1- EMC
1-Emission - IEC55011, IEC61000-6-1/2, IEC61000-6-3/4, IEC61800-3
2-Immunity IEC61000-4-2, IEC61000-4-3, IEC61000-4-4, IEC61000-4-5, IEC61000-4-6,
G.2-ENVIRONMENT STANDARDS
1-Vibration - Acceleration- 1g RMS, Frequency-18-1000Hz random, in all three directions for a duration of 2 hours, as per CEI 68-2-34/35/36.
2-Relative Humidity - 95% maximum without condensation as per IEC 721-3-3 Class 3K3.
H.0-INSTALLATION, TESTING & COMMISSIONING :
H.1-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 VFD.
H.2-The testing of the system shall be at its maximum rating under the mine operating conditions as specified to the satisfaction of the user.
I.0-TRAINING OF OPERATORS & MAINTENANCE PERSONNEL : After commissioning of the VFD 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 at free of cost.
6.10-DELIVERY JIB ASSEMBLY :
A-STRUCTURE Made of heavy structural sections, cantilever supported, bolted to Drive head frame.
B-Length of Jib: 3 Mtrs
C-Discharge pulley and shaft: Same as drive pulley specified at cl.no.6.2
D-Bearing blocks Same as cl.no.6.4
6.11-BELT SCRAPER :
A-Type of belt scraper: Counterweighed/spring loaded.
B-Rubber strip dimensions: 10mm thick x 100 mm wide
C-Rubber strip shall be fixed to the scraper by means of slotted holes to facilitate easy adjustment.
6.12-TAIL END ASSEMBLY :
A-Structure: Shall be made of heavy structural sections
B-Tail pulley and shafts: Same as clause No.6.2
C-Bearing blocks: Same as clause No. 6.4
D-Minimum ground clearance below tail pulley: 300 mm
6.13-BELT SCRAPER ON RETURN BELT BEFORE TAIL DRUM :
A-Type of Belt Scraper: V-type plough scraper
B-Angle of V: 60 deg.
6.14-WIPER CUM DUST COLLECTOR :A wiper cum dust collector trolley shall be provided at the tail end as per DGMS(Tech) Circular No.4 dated 11.05.2004,
6.15-TAKE UP ASSEMBLY :
A-Type of Take up: Horizontal, winch operated
B-Structure of trolley and trolley guide: Suitable structural sections
C-Take up Pulley, diversion pulley and shafts: Same as clause No.6.3
D-Bearing blocks: Same as clause No. 6.4

E-Operation: Manual
<b>7.0-INTERMEDIATE STRUCTURES :</b>
<b>7.1-STRINGERS:</b>
A-Stringer length: 3 meters
B-Stringer section: ISMC 125 x 65
C-Connecting bracing: Not required
D-Size of fasteners: M-16
<b>7.2-STOOLS :</b>
A-Height of stool: 600 mm
B-Stool section: ISMC 125 x 65
C-Steel section to be used for bracing for stools: ISA 50 x 50 x 6
D-Size of fasteners: M-16
E-Thickness of base plate: 10 mm
<b>7.3-CARRYING IDLER SETS :</b>
A-Spacing: 1.2 M
B-Troughing angle: 30 deg.
C-Forward tilt of side idlers: 2 deg (max.)
D-Steel section to be used for idler frame (transome): MSA 75 x 75 x 8
E-Steel section to be used for idler brackets: M.S. flat 65 x 10 or ISLC 75 x 40
F-Carrying idler: Shall conform to enclose Specification No.139071.
G-Thickness of mounting base plate: 10 mm
H-Provision for belt Alignment: Mounting base plates shall be provided with slotted holes to facilitate belt Alignment.
I-Size of fasteners: M-16
<b>7.4-RETURN IDLERS :</b>
A-Spacing:3 M
B-Brackets: Shall be welded to stools or stringers .
C-Thickness of plate used for brackets: 10 mm
D-Size of fasteners to be used: M-16
E-Return idler: as per enclosed Specification .139071.
<b>7.5-IMPACT IDLER SETS :</b>
A-Location: In the loading section at tail end
B-Spacing: 0.5 M
C-No. of idler Sets: 6 sets
D-Impact idler roller: as per enclosed Specification .139071.
<b>7.6-TRANSITION IDLER SETS :</b>
A-Location: At delivery jib and Tail end
B-No. of idler Sets: 6 Sets
C-Troughing angles: 5 deg., 10 deg., 20 deg.
<b>7.7-DECKING PLATES :</b>
A-Thickness of plate: Not less than 2.5 mm
B-Location: At drive head, loop take up, loading section and discharge end
Total length: Sufficient to cover the above sections
<b>7.8-SKIRT PLATES :</b>
A-Location: For loading section on both sides of belt
B-Thickness of plate: Not less than 6 mm 3 Meters (Min.)
C-Length: 3 Meters (Min.)

D-Height of plate: Not less than 450 mm above belt
E-Rubber strip dimensions: 10mm thick x 100 mm wide
F-Rubber strips shall be fixed to the skirt plate by means of slotted holes to facilitate easy adjustment
7.9-PROTECTIVE GUARDS/FENCES :Suitable protective guards/Fencing shall be provided at all rotating parts at drive head, discharge point, tail end etc.
<b>7.10-ACCESSORIES :</b>
<b>A-PULL CORD SWITCHES :</b>
I-Type of switch: Manual reset type
II-Enclosure: NFLP
III-Pull rope: Stranded and PVC sheathed
<b>B-BELT SWAY SWITCHES :</b>
I-Type of switch: Auto reset type
II-Enclosure: NFLP
<b>C-AUDIO-VISUAL ALARM :</b>
I-Type: Audio Visual alarm with pre-start warning (compact unit)
II-Enclosure: NFLP
<b>8.0-PRE-DESPATCH INSPECTION AND TESTS :</b>
8.1-The belt conveyors will be inspected by WCL's representative/third party inspection agency at manufacturer's works before dispatch of the equipment to ascertain the conformity of the conveyors to supply order specifications, relevant ISS, and type test certificates.
8.2-Testing of assemblies/components, wherever required will be carried out by the inspector as per the relevant standards and supply order. The manufacturer shall make available to the inspector, the required test facilities with necessary support for conducting the tests.
8.3-The manufacturer shall make available to the inspector the following documents during the inspection.
(a) Copies of relevant ISS.
(b) All records of quality checks as per QAP.
(c) Dimensional/manufacturing drawings of different assemblies/components of the conveyors.
(d) Invoices in respect of purchase of raw-materials viz. steel, bearings, tubes (for rollers) etc, and bought out items.
(e) Manufacturer's test certificates in respect of raw-materials and bought out items.
F-Copies of type test certificates from Govt./Govt. approved test house, for contactors used in the starters as per IS:13947(Part-4/Sec.1)-1993.
<b>9.0-DOCUMENTS TO BE SUBMITTED ALONG WITH SUPPLY :</b>
10.1-Notary attested copies of type test certificates from Govt./Govt. Approved test house, for contactors used in the starters.
10.2-Self attested copy of IS:12615-2011 for the motors supplied with conveyor.
10.3-General arrangement/assembly drawings of Belt Conveyor showing all the dimensions and weights.
10.4-General arrangement/assembly drawing of the roller showing distinctly the tube, shaft, bearing housing, bearing seals etc.
10.5-Maintenance and parts catalogues of the equipment and including all the bought-outs.
10.6-Pre-despatch inspection report.
10.7-Technical leaflets/literature in respect of all the equipment including all the bought-outs.
<b>11-ROLLERS/IDLERS FOR THE CONVEYOR SPECIFICATION No 139071</b>

<b>A-BASIC PARAMETER :</b>
1-Type of roller: Drop in type, greased for life (Maintenance free)
2-Friction co-efficient: Not more than 0.015
3-Run out/Eccentricity: As per clause 4.5 of IS:8598
<b>B-DIMENSIONAL DETAILS :</b>
1-Top Roller (Troughing roller): As per the drawing given in Annexure-I.
2-Bottom Roller (Return roller): As per the drawing given in Annexure-I.
3-Impact roller: As per the drawing given in Annexure-II.
<b>C-MATERIALS &amp; CONSTRUCTIONAL DETAILS :</b>
1-Barrel/ Tube:Material of barrel: Steel tube conforming to grade yst 210 of IS:9295-1983.
2-Boring of the pipe: The pipe shall be bored on double ended boring machine, capable of simultaneous boring of both ends in a single setting to maintain coaxiality.
3-Bearing housing:Material of bearing: housing Pressed sheet metal housing drawn in CRCA sheets of extra deep drawing quality.
4-Nominal thickness of CRCA sheet: 3.15 mm (Min)
5-Wall thickness of housing after stamping and machining: Not less than 2.5 mm
6-Machining Tolerance for housing: The housing shall be finished to M7 (Min.) as per IS:919 for accommodating the outer race of the bearing.
7-Welding of bearing housing: The bearing housings shall be welded to the pipe by twin head MIG/MAG (CO2) welding machine capable of welding the housing at both ends simultaneously in a single setting.
<b>8-Shaft</b>
a-Material of shaft: Carbon steel conforming to C-40 of IS:1570 or En-8A of BS:970.
b-Machining tolerance of shaft: The shaft shall be machined and ground to J6 (Min.) as per IS:919 at bearing seatings, maintaining coaxiality of both ends.
c-Shaft ends: Type 'A' as per IS:8598-1987.
9-Bearings/Type of bearings: Seize resistant ball bearing. Note : For rollers of shaft dia above 30 mm, single row deep groove ball bearing of C3 clearance is also acceptable.
10-Lubrication: Lithium based grease with a worked penetration of 220-250, class 3.
<b>11-Sealing</b>
Note : The sealing is to be done for the life time of the bearing.:
a-Type of seal Non contact, Multi Lip labyrinth seal
b-Material of seal Neoprene, Nylon-6 or any other better material
c-Back / Inner seal Nilon-6 or any other suitable material
d-Dust seal and rain cap Suitable material
e-Assembly of roller The bearings and seals shall be press fitted on the roller.
f-Rubber rings for impact roller: Shore hardness of rubber 50-60 deg. on shore 'A' scale.
<b>D-PAINTING :</b> The surface of the rollers shall be cleaned properly, removing rust, oil film etc. and one coat of anti rust paint to be given. Over this another coat of good quality paint of smoke grey colour shall be given.
<b>E-IDENTIFICATION MARKING :</b> Manufacturer's name/trade mark, month and year of manufacturer shall be permanently and legibly marked on the roller, by etching/ embossing which should last for the life of roller.
<b>F-TESTING :</b>
1-The tests shall be conducted on completed rollers at appropriate frequencies in the production batch.

2-Friction co-efficient test
3-Dimensional check up and Run out / eccentricity test
4-Dust sealing test
5-Water proofness test
G-GUARANTEE :Complete roller shall be guaranteed for a working life not less than 15000 hours.
H-PRE-DESPATCH INSPECTION :
1-The rollers will be inspected by WCL's representative/third party inspection agency at the manufacturer's works before dispatch of the consignments to ascertain the conformity of the rollers to supply order specifications and relevant ISS.
2-The manufacturer shall make available to the inspector, the required test facilities with necessary support for conducting the inspection and tests as per the order specifications and relevant ISS.
3-Samples for the tests will be drawn from the lots (size wise) by random sampling methods. The sample size for the tests will be as follows :-
I-TESTS SAMPLES
1-Dimensional check up including measurement & run out/eccentricity:8 Nos. rollers to be tested.
2-Friction co-efficient: Not more than 0.015: 2 Nos. rollers to be tested.
3-Dust penetration and measurement of dia of shaft (at middle) and thickness of tube and bearing housing etc.: 4 Nos. rollers to be tested.
4-Water penetration: 3 Nos. rollers to be tested.
5-The manufacturer shall make available to the inspector the following documents during the inspection :-
I-Copy of supply order
II-Copies of relevant ISS
III-Test methods
IV- Works test certificates
V-Invoices in respect of purchase of bearings, tubes and bars (for shaft) etc.
VI-Manufacturer's test certificates in respect of raw materials.
J-Performance Bank Guarantee: Performance bank guarantee to the extent of 10% of the value of the equipment which shall be kept valid for a period of 15 months from the date of Commissioning. The bank guarantee shall released or extended on the merit of the case. PBG shall be released after expiry of warranty period and receipt of NO CLAIM certificate from the user i.e. GM(E&M)/HOD WCL.
K-DOCUMENTS TO BE SUBMITTED WITH CONSIGNMENT :
1-Pre-despatch inspection and test report.
2-General arrangement/assembly drawing of the roller showing distinctly the tube, shaft, bearing housing, bearings, seals etc.

प्रबंधक (सा.प्र)

मुख्य प्रबंधक (सा.प्र)



Gearing up tomorrow  
(Formerly Bengal Tools Ltd.)

Annexure - 7

MANDATE FORM  
(Account/s Information 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	BTL EPC LIMITED
COMPLETE CONTACT ADDRESS	2, Jessore Road, Dum Dum, Kolkata - 700028
MOBILE NUMBER / PH NO	033-25502487
E.MAIL	Pallab.chakraborty@shrachi.com

B. BANK ACCOUNT DETAILS

ACCOUNT NAME (Name appearing in your Cheque Book)	BTL EPC LIMITED
BRANCH NAME WITH COMPLETE ADDRESS,	Commercial Branch, Park Street, Magma House, Kolkata : 700 016
BRANCH CODE	Park Street, 7502
COMPLETE BANK ACCOUNT NUMBER (Please note that the Bank Account of the Beneficiaries (vendor) must be in the name of the Firm as appeared in the tender.	30997439620 mailto:Pallab.chakraborty@shrachi.com
IFSC CODE	SBIN 0007502
TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)	CASH CREDIT
MICR CODE OF BANK	700002120

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 : 15.02.2021



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

(Bank's Stamp)  
Signature of Authorized signatory of the Bank



CIN No.: U29100WB1992PLC054541  
Corporate Office: Shrachi Tower, 686 - Anandapur, EM Bypass, RB Connector Junction, Kolkata - 700 107, P: +91 33 49844984  
Registered Office: 2 Jessore Road, Dum Dum, Kolkata - 700 028, P: +91 33 2550 2487, E: enquiry@shrachi.com



Handwritten initials







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.

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- 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

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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.

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#### 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 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

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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](http://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

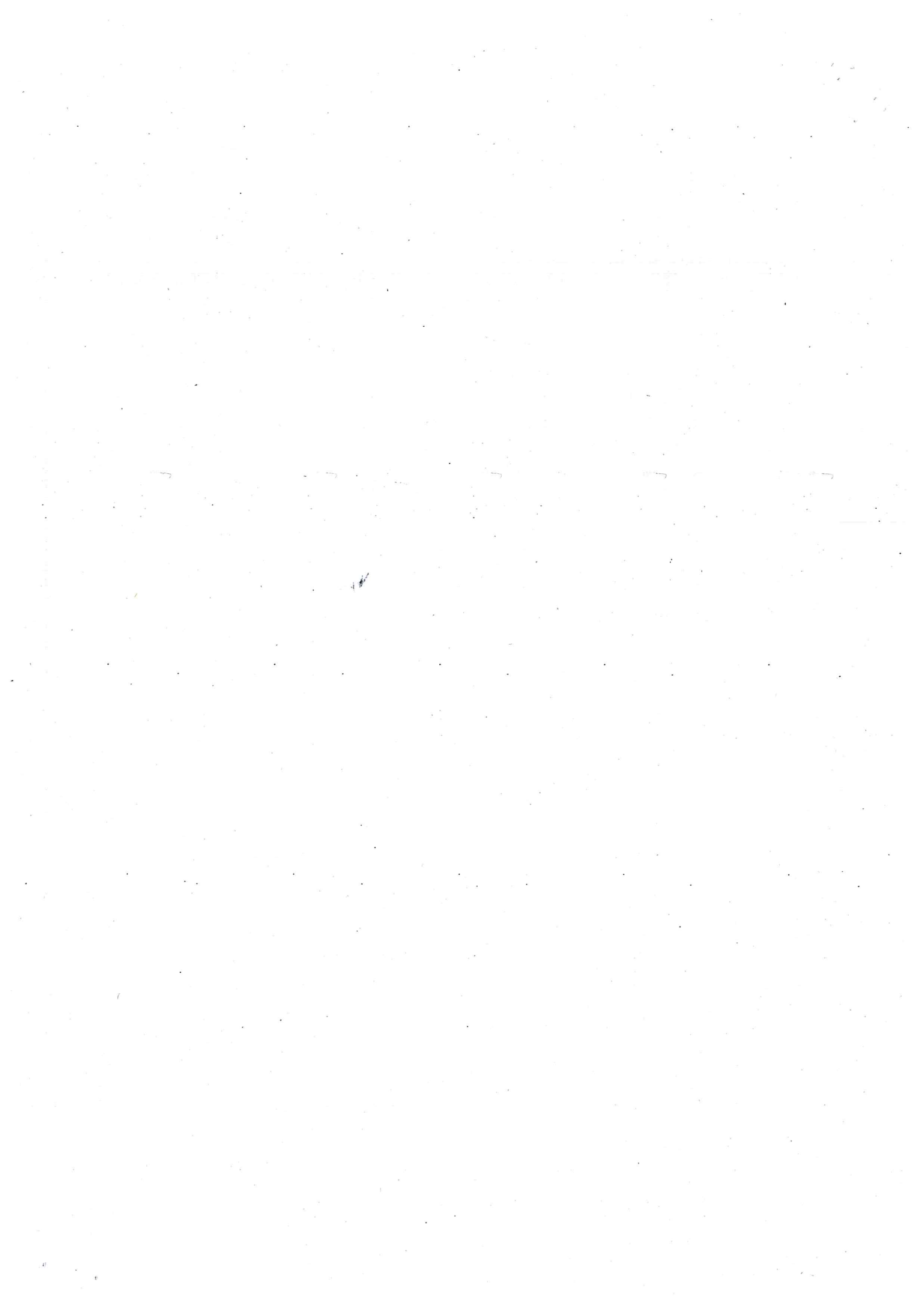
33.1 Any notice given by one Party to the other pursuant to this Contract shall be sent to the other Party in writing or facsimile to be confirmed in writing, to the other Party's address. For the purpose of all notices, the following shall be the addresses of the Purchaser and the Supplier ( as indicated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

SO no: 11100112521285 dt. 19.02.2022

Supply of Belt Conveyors

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 the .....day of .....and 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





**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 forbearance, act or omission on the part of the Company or any indulgence by the Company to

SO no: 11100112521285 dt. 19.02.2022

Supply of Belt Conveyors

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 the .....day 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



Tender No. WCL-Hq-pur-asn-ra-e010-2021-22

Supply of Belt Conveyors  
ANNEXURE - 5**Pre-Contract Integrity Pact**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on 10th day of the month of May, 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. B.T.L. EPC LTD. represented by Shri P.K. Chakraborty, Chief Executive Officer (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 Belt Conveyor (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.

Page-66

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(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 enter into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation 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.

e. 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.

(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.

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- (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.
- (2) 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 i.e. "Commitments of Bidder(s) / Contractor(s)
- (3) 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.
- (4) 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.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the 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.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

- (1) In case of Sub-Contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity pact by the Sub-Contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
- (3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub Contractor or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which

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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
- (2) 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.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Contractors.
- (4) 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 .
- (5) 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.
- (6) As soon as the Monitor notices or believes to notice a violation of this agreement he / shee 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.
- (7) 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.
- (8) 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.
- (9) 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.

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Tender No. WCL-Hq-pur-asn-ra-e010-2021-22  
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Page-69

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45

Tender No. WCL-Hq-pur-asn-ra-e010-2021-22

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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.
- (2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (3) 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.
- (4) Issues like Warranty / Guarantee etc shall be outside the purview of IEMs
- (5) 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

(Office Seal)

(Office Seal)

Place: Nagpur

Date -----

Witness 1:  
Name and Address

Witness 2:  
Name and Address



*U.K. Pan* (U.K. Pan)

2, Jessore Road,  
Dum Dum, Kolkata - 28.

*BSN*