

SO no: 11100112621284 dt. 18.02.2022

Supply of Semi Mobile Heavy Duty 2 stage crushers

केवल नागपुर कोर्ट के अधिकार क्षेत्र में

Under Jurisdiction of Nagpur Court only



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



सामग्री प्रबन्धन विभाग  
CIN - U10100MH1975GO1018626

Department of Material Management

पंजी. का. : कोयला विहार, सिविल लाइंस, नागपुर (महाराष्ट्र)  
SO. NO. 11100112621284

FAX: 0712-2510284

www.westerncoal.nic.in

SUPPLY ORDER

Dtd:- 18.02.2022

To  
M/s Black Diamond Equipments Pvt. Ltd.  
Plot No. 156-157, ICRC,  
Transport Nagar, Korba  
Chhattisgarh-495677  
GSTN:- 22AADCB7659L1ZE

Vendor Category:- Manufacturer, MSE  
SAP Vendor Code:- 10018665  
Email:- psb.bdepl@live.com  
Phone No:- 9830336776

Dear Sir,

**Sub:** Formal Order for Supply, Installation & Commissioning of Semi Mobile Heavy Duty 2 Stage crushers

**Ref:** 1.Risk Purchase Open tender enquiry no: Hq-pur-asn-ra-e018-2021-22 (Tender ID No. 2021\_WCL\_222943\_1) opened on 08.12.2021 for Supply of Semi Mobile Heavy Duty 2 stage crushers and price bid opened on 22.01.2022

2. Your offer vide Bid id no :749036 dt. 04.12.2021 and subsequent shortfall documents/ Clarifications on e-procurement

3. Your letter received in this office on dtd. 28.01.2022

4. Our counter offer letter no. 212 dtd. 18.02.2022

5. Your counter offer acceptance vide letter no. BDEPL/L/21-22/139 dtd. 18.02.2022

6. E-Office ref no: E-613186

This has reference to above, we are pleased to place a FORMAL ORDER on you for the Supply, Installation and Commissioning of Semi Mobile Heavy Duty 2 Stage crushers as per the rates, technical specifications and terms and conditions stipulated below and general terms and conditions enclosed.

Sl. No.	Description	Quantity	Basic Price ( Rs./set	Extended price (Rs)
1	Supply of Heavy Duty two Stage Crusher for crushing the coal ROM (1200 mm) size to (-) 100mm size and having minimum capacity of 400 TPH Make: BEDPL / Model:- BD-400FS	2 Sets	2,11,84,210.00	4,23,68,420.00
	Installation and Commissioning, Technical Supervision charges @ Rs. 10,80,923.40 per unit			21,61,846.80
	Total Value			4,45,30,266.80
	GST: Extra @ 18%			80,15,448.02
	Total Order Value			5,25,45,714.82

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Total Order Value: Rupees Five Crores Twenty Five Lakhs Forty Five Thousand Seven Hundred Fourteen and Paise Eighty Two Only

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

The Heavy Duty two Stage Crusher to be supplied shall comply with the technical specification, Scope of Supply, Scope of Work, General Technical Terms and conditions of the NIT and perform satisfactorily as per the NIT terms and conditions.

**OTHER TERMS & CONDITIONS:**

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

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

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

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 should be completed within Six (06) months from the date of placement of order. The delivery period of order will 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. Even if the materials are unloaded at the Stores, the same shall be at the risk and cost of the supplier and shall not be accepted unless the supplier has obtained the extension of delivery period

4. **Inspection:** Final inspection shall be arranged by the consignee at destination stores. If there is any defect found in the materials supplied, you will arrange the replacement of the same free of cost.

5. **Consignee :** Consignee details and Project Allocation are as under:

Area	Project	Quantity (Set)	Consignee Address
Wani North	Kolarpimpri	2	The Depot Officer, Regional Stores, Western Coalfields Limited, Wani North Area , PO: UKNI, Tahsil: WANI, Dist : Yavatmal (MS)Pin : 445 304

*(Handwritten signature)*

*(Handwritten signature)*

**6. Payment terms:**

i) 80% value of the equipment and accessories and 100% taxes and duties and other charges excluding Installation & commissioning, Technical supervision 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

ii) Balance 20% payment including Installation & commissioning, Technical supervision charges shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the Area GM/HOD(Tech) of WCL HQ to the effect that the equipment has been erected and commissioned to their entire satisfaction.

However, if the equipment is not put to use by the project within 120 days from the date of receipt and acceptance at consignee's end, the balance 20% shall be released.

Payment shall be made only on submission of confirmed security deposit and performance Bank Guarantee 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. 15,76,372** /- (Rupees Fifteen Lakhs Seventy Six Thousand Three hundred Seventy Two 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**12. Guarantee/ Warranty:** The equipment should be guaranteed for satisfactory operation and performance for a period 12 months from the date of installation / Commissioning or 18 months from the date of receipt and acceptance of equipment, whichever is earlier. In the event of any defect in material, design, workmanship, operation and performance during the aforesaid period, defective materials, spares, sub-assembly components shall be replaced and the equipment rectified and brought back to satisfactory performance free of cost.

**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. 52,54,572 /- (Rupees Fifty Two Lakhs Fifty Four Thousand Five Hundred Seventy Two only). The BG shall remain valid for a period of 12 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.

a. The supplier shall ensure that the availability of the equipment over a period of 12 months does not fall below 85%.

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b. For every one percent fall in availability below 85%, 1% value of the equipment will be deducted.

c-In case the fall in % availability below 85% exceeds 10%, the equipment will be rejected outright and the supplier will have to refund full amount.

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

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

#### 14. Liquidated Damages:

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

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

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

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

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

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

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

For the purpose of the calculation of the liquidated damages amount, the basic Free Delivery at Site price shall be considered. 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

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thereof neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provide further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL / Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain."

**16. Risk Purchase Clause:**

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

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

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

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

**18. Price Fall Clause:-**

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

- (i) The currency of contract will mean the period till completion of supply.
- (ii) It shall be your responsibility to inform the purchaser of offer to supply / supply of the similar /ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt,

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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	<a href="mailto:nharan@gmail.com">nharan@gmail.com</a>	8943440525

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

(Ashish S. Nagarkar)  
प्रबंधक (सा.प्र)

*Ashish S. Nagarkar*  
18/02/2022

Yours faithfully

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

*NV Raghu Babu*  
18/02/2022



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**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

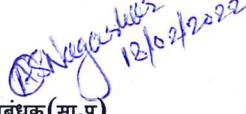
**Copy to :**

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 Wani North Area
4. Ch. Manager(Fin)CP, WCL Hqrs
5. Ch. Manager(MM) / Admin- WCL hqrs
6. IEM, Dr. (Ms) Nivedita Haran, 23, IFS Vilas, P-6, Builders Area, Greater Noida 201310
7. IEM, Shri A.K.Mohapatra, Flat no 201, Manjusha Manor, Plot no N3/382, IRC Village, Bhubaneswar 751015

**Indent details:-**

Project	Quantity	Indent no & date
Kolarpimpri, Wani North Area	1	03 dt. 27-08-2018
Pauni, Ballarpur Area	1	428 dt. 17-09-2018

**BC Reference:** BC no. FA/WCL/CAP/BC/OPM/12/01/55 dated. 17.02.2022 for Rs. 10,50,91,430 /-

  
प्रबंधक (सा.प्र)

  
मुख्य प्रबंधक (सा.प्र)

**DETAILED TECHNICAL SPECIFICATION****ANNEXURE-A**

Semi mobile heavy duty two stage crusher for crushing the coal ROM (1200 mm) size to (-)100 mm size & having a minimum capacity of 400 TPH-

1. The offered Semi mobile heavy duty two stage crusher for crushing the coal ROM (1200 mm) size to (-)100 mm size & having a minimum capacity of 400 TPH 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

2. Quantity : 2 sets

**3.0.-DUTY REQUIREMENT :**

3.1.-The feeder breaker is to receive ROM coal with lumps, running up to size of 1200 mm x 1200 mm x 1200 mm approximately from coal tippers or through rear discharge dumper of 35 tonnes/50 tonnes capacity directly at its maximum discharge rate and break it to (-) 100mm x (-) 100mmx(-) 100mm. The equipment should be rated for continuous duty.

3.2.-The Equipment shall be generously designed heavy duty type of rugged construction and suitable for working in tropical climate and dusty conditions in outdoor locations.

3.3- Arrangement to discharge 2<sup>nd</sup> stage product to further conveying system.

3.4 - Two stage crushing system of equipment should be an integrated unit having double roll crusher in secondary unit.

**4.0.-MACHINE OUTPUT CAPACITY :**

The machine shall be capable of giving following outputs :

Average : 400 TPH at (-)100 x(-)100x(-)100 mm on four hourly basis

Hopper: 30 CUM (Min.)

**5.0.-OPERATIONAL DATA :****5.1-ENVIRONMENTAL CONDITIONS :**

i) Altitude (above MSL) : Up to 1000 m

ii) Ambient Temperature : 50° C (Max.)

iii) Humidity (Max.) : 100%

iv) Atmosphere : Dusty (Mostly coal dust)

**5.2-MATERIALS SPECIFICATION :**

i) Material : Bituminous coking and non-coking coal

ii) Shale/sand stone: 15 – 20%

iii) Inherent moisture : 10 – 15%

iv) Maximum size of infeed : 1200 x 1200 x 1200 mm

v) Average Density of materials : 1100 Kg per Cubic Meter

vi) Comp. Strength : 400 – 800 Kg per Sq.cm.

vii) Abrasiveness : Fairly abrasive

**5.3-Power supply :**

i) Voltage : 445 Volt ± 6%

ii) Phases : Three

iii) Frequency : 50 Hz

iv) Neutral : Solidly earthed

**6.0-CONSTRUCTION OF HEAVY DUTY FEEDER BREAKER :**

a-The Feeder Breaker shall be of robust construction , complete with all necessary features for safe and quiet operation suiting the duty condition and the performance requirement. In general it shall have following features

**6.1-FRAME :**

a-The crusher shall have an all welded steel frame made up from suitable structural sections designed to withstand stresses and strains caused during discharge of coal in the hopper and due

to operation of the feeder breaker.
b-The frame shall also have provision to mount associated components for driving the crusher roll.
<b>6.2-Hopper :</b>
a-The hopper shall be of suitable height construction at the rear . Hopper shall be designed to receive ROM coal directly from the rear discharge dumpers. It shall be of all welded steel construction fitted with Wear resistant liner plates at the bottom, on the side plates and on the rear plates.
b-The hopper capacity shall be 30 Cu.m. to receive coal directly from 50/35 Te dumper. The hopper design should be such that it should take direct impact of lumpy coal falling from the required height. The hopper shall have provision to open the side plates for unloading the material whenever required.
<b>6.3-FEEDER BREAKER:</b>
a-The feeder breaker should be of single roll designed for easy pick replacement. The picks shall be made of tungsten carbide point attack type giving maximum possible life while dealing with type of material indicated. The picks shall be mounted on crusher drum through pick box at appropriate distance to meet the duty requirement.
b-The crusher roll shall be mounted on shaft capable to withstand high torque and shock loads. The shaft shall run in oversize anti friction roller bearings. The shaft shall be so adjustable as to give product size of 200 mm to 250 mm.
c-The crusher roll, motor speed reducer and other rotating parts should have enough moment of inertia that even the hardest lumps are broken without stalling the roll.
d-Crusher roll assembly should have arrangement (like shear pin etc.) to mechanically isolate the roll from the drive in case uncrushable material is encountered by the roll.
e-An arrangement for spraying water on the picks shall be provided to keep them cool. .
<b>6.4-Breaker Plate :</b>
a-A replaceable breaker plate of suitable material, thickness and other dimensions shall be provided below the crusher roll. Similarly wear resistant plates of sufficient thickness shall be provided in the hopper for taking impacts due to fall of material from the dumpers and for breaking of coal by rock breaker and other auxiliary means.
<b>6.5-Chain Conveyor :</b>
a-The conveyor shall be of heavy duty type. Its width and speed shall be sufficient to meet the prescribed duty conditions. The Chain Conveyor should be of variable speed ( variation 0 to 100%). The flights shall be made of solid alloy steel of adequate cross section. These shall be connected to the chains by suitably designed links. The conveyor should be strong enough to take impact of lumpy coal falling on it from the rear discharge dumper.
b-The conveyor shall be provided with hydraulic/grease chain tensioning device with tension equalizing arrangement.
c-The chain conveyor should be capable of starting on full load. Breaking load of the conveyor chain should be at least 85 tonnes. The chain shall be guaranteed for a minimum life of 1.5 MT of coal crushed OR 2 (Two) Calendar years from the date of commissioning OR 5000 working hours, whichever of the three occurs earlier.
<b>6.6-Rock Breaker Attachment :</b>
a-The feeder breaker shall be provided with a rock breaker attachment to break oversize lumps in its hopper. It shall be hydraulically operated either from the same power pack as that of chain conveyor or from a separate power pack.
b-The moil point of the rock breaker shall be so designed as to impart concentrated energy to the material being broken.
c-The moil point shall be made of material, which can give long life of operation.
d-The rock breaker shall be provided with precision controls for its effective operation.




<b>7.0-DRIVE UNITS :</b>
<b>7.1-Drive for Crusher Roll :</b>
a-The crusher roll shall be driven by a high torque and high slip non-flame proof TEFC squirrel cage induction motor of adequate KW rating (with enough spare power) to meet the specified duty conditions.
b-The crusher roll shall be driven through a speed reducer. The speed reducer should have sufficient transmitting capacity taking into account 24 hours operation and heavy shock load. Service factor for speed reducer shall not be less than 1.75 over motor KW. The speed reducer shall have cast steel/fabricated steel body.
c-The make of the gear box shall be Elecon/Shanti/Equivalent
d-Its (motor) speed will be of suitable RPM . Its starting torque, full load torque and pull out torque should be sufficiently high to overcome the arduous duty to which, it will be put. The motor shall be wound with class 'F' insulation.
<b>7.2.0-Drive for Chain Conveyor :</b>
a-A separate mechanical/hydraulic drive using a suitably designed non-flame proof TEFC squirrel cage induction motor of adequate rating (with sufficient spare power) to meet the duty conditions shall be provided to drive the chain conveyor. The motor shall be of suitable RPM and continuously rated at all speeds and it should be able to develop enough torque to meet the duty requirement at all speeds.
b-The chain conveyor drive shall be reversible type. It shall be complete with all accessories.
c-In case of a mechanical drive the service factor of the speed reducer shall not be less than 1.5 over motor KW. The speed reducer should have cast steel/fabricated steel body. The transmitting capacity of the gear box shall be sufficient enough to meet the duty requirement at all speeds of the conveyor. The make of the gear box shall be Elecon/Shanti/Equivalent
<b>7.3-Rock Breaker Drive :</b>
a-The rock breaker attachment will be operated by hydraulic drives.
b-The oil used shall be of high quality and which is easily available indigenously.
c-All heat exchangers/coolers shall be of substantial size to maintain the oil temperature sufficiently below the maximum limit prescribed by the manufacturer. The heat exchangers/coolers shall be so mounted as to minimize accumulation of coal dust on it.
<b>8.0-STARTERS FOR DRIVES :</b>
a-The starter of each drive shall be adequately rated. All the starters shall be connected to a common bus housed in a separate chamber. An off-load isolator shall be provided on the incoming side. The isolator shall be so interlocked with the starters that the starters trip before the isolator can be switched off. Further, the cover of the starters cannot be opened unless the isolator is in the off-position.
b-Each starter shall be air break type and shall be provided with protections for overload, under voltage, single phasing and earth leakage. Each starter shall also be provided with back-up HRC fuses for protection against short circuit.
c-Crusher roll drive should be provided with Star/Delta starter. The contactors should rating of 1.5 times over AC-3 duty rating. Only CPRI/ERDA/other Govt. Test House tested make contactors shall be used in the starter.
d-For mechanical drive of the chain conveyor the starter shall be reversible type.
e-The enclosures of the starters shall be dust and vermin proof and shall withstand the outdoor environmental conditions.
f-The starter panels shall be provided with incoming and outgoing cable entry boxes suitable for PVC/DWA copper cable conforming to IS:1554 Part-I.
g-The starter panel will be housed in an out-door kiosk.
<b>8.1-Interlocking of starters for sequence operation :</b>
a-The starters shall be provided with arrangement so that the belt conveyor receiving coal from

feeder breaker (customers supply) the crusher rolls and the chain conveyor can be operated in sequence.

b-Arrangement for over-riding the interlocking for the sequence operation shall also be provided for operating each component individually for inspection, repair and maintenance.

#### **9.0-OPERATOR'S CABIN :**

a-A spacious and enclosed operator's cabin shall be provided with each feeder breaker. The cabin should be so located (on the opposite side of the rock breaker that entire hopper and crusher roll is visible to the operator. The cabin shall be suitably glassed all round, for proper visibility and the glassed portion of the cabin shall be suitably protected (with expanded metal etc.) to avoid damage from the fly particles of material. The cabin should be air conditioned and should be provided with a fan for comfortable working. The design of the cabin shall be such that ingress of dust is minimum.

b-The cabin shall house all the controls of the drives (electric and hydraulic). The control switches shall be feather touch push button type properly colour coded.

c-All push button switches, ammeters for each drive with selector switch voltmeter for incoming supply with selector switch, pressure gauge and temperature gauge for the hydraulics shall be mounted on a control desk installed in the operator's cabin.

d-The operating handles for the hydraulics shall also be feather touch type and mounted inside the operator's cabin.

e-The operator's cabin shall also be provided with a revolving chair conveniently placed for use by the operator while the feeder breaker is operating.

f- Flood light on anti vibration mountings shall be fitted on the roof of the cabin with adjustment to illuminate the crushing zone.

#### **10.0-SCOPE OF SUPPLY FOR DOUBLE ROLL SECONDARY CRUSHER**

a-Double roll crusher complete with motor, pulleys and V-belt and accessories required for safe and efficient operation.

b- Tools and tackles for dismantling assembly and maintenance - 1 set

c.- First fill of oils, grease and lubricants - as required

d- Drawing, erection & operating instructions, maintenance manual and spare parts catalogue - 3 sets

f- Foundation bolts - 1 sets

g- Foundation plan along with load data - 3 sets

h- Complete layout drawing of equipment as an integrated unit.

i- Expert services of supplier personnel for installation, commissioning and repair etc. including training of site personnel.

#### **11.0 - DESIGN CONSIDERATIONS:**

11.1- The crusher shall be designed to achieve size reduction with generation of minimum fines, of low speed and high torque, toothed roll and shall be able to handle wet and sticky material.

11.2 - The crusher shall be able to start in full load condition.

#### **12.0- CONSTRUCTIONAL FEATUTES:**

##### **12.1. BASE FRAME:**

12.1.1. - It shall be fabricated from heavy steel plates and structural sections to withstand heavy shocks and loads.

12.1.2 - Suitable holes shall be provided in the base frame for fixing the crusher on beams / columns by foundation bolts.

##### **13.0. HOUSING:**

13.1. Both the crusher rolls shall be accommodated in a single housing

13.2. The crusher shall be of double roll type

13.3. The crusher housing shall be made of suitable stiffened heavy steel plates

13.4 Replacement wear resistant liner plates shall be fitted at the crushing zones.

13.5. The housing shall be provided with necessary inspection doors
13.6 The housing should be designed that it is easy to dismantle and assemble.
<b>14.0. Crusher Rolls</b>
14.1. Type of Crusher Roll: Axial segmented / circular segmented type or integral roll type
14.2. Material of construction:
(a) In case of segmented type : 12 to 14% Mn. Steel or chrome molybdenum steel of suitable composition
(b) In case of integral roll type : To be casted from high alloy steel of equivalent strength
14.3 The tooth profile, peripheral speed, no. of teeth and their arrangement etc shall be designed suitably to meet the duty condition and produce minimum of fines ( Coal pieces less than 3 mm size) - The teeth should be hard faced to give better life
14.4. The dia and width of roll shall be such that it can deal with the largest lump size specified.
14.5 The crusher rolls should be statically and dynamically balanced.
14.6. The arrangement of crusher roll should be such that it can be taken out and replaced in the same position easily in the least possible time.
14.7 The segmented rolls / rings shall be mounted on suitably designed spider or rotor for fast replacement and maintenance.
<b>15.0 SHAFTS:</b>
15.1. The shafts shall be made of high strength alloy steel not inferior to C40 steel conforming to IS 1570.
15.2. The dia of the shaft shall be adequate to withstand torsion, bending and impact loads under severest condition of operation.
15.3. The material of Jack shaft (if used) shall be same as main shaft.
<b>16.0 BEARINGS:</b>
16.1. Type of bearing used : Heavy duty self aligning spherical roller bearing
16.2 The bearings shall be housed in a cast steel plummer blocks
16.3. The bearings shall be suitably sealed against ingress of dust and moisture by providing minimum triple lip labyrinth collar with 'O' ring
16.4. The bearings shall be selected for rated life of at least 50,000 working hours at the roll speed and at full load
<b>17.0 GAP SETTING ARRANGEMENT</b>
17.1. Crusher rolls shall have arrangement for easy gap setting.
17.2. Suitable arrangement shall be provided for setting the gap, which shall be parallel through out the width of the roll so that skew loading of the bearings and the shaft is prevented.
18.0 LUBRICATION : All lubrication points shall be provided with manually operated / automatic centralized greasing system (motorised)
<b>19.0 DRIVE UNIT:</b>
19.1. Type of drive : single or dual drive
19.2. Transmission - Helical gear box and / or multiple V-belts
19.3. The gears shall be rated for a minimum life of 50000 working hours at full load
19.4. The gears shall be totally enclosed in dust and leak proof steel enclosure and shall be splash lubricated - the gear unit shall be provided with magnetic drain plug, oil level dip stick etc
19.5. In case of V-belt drive, the multiple V-belt shall have adequate service factor to suit the crusher duty
19.6. The speed reducer / V-belt shall be of standard, reputed make
19.7 Suitable mechanism protection shall be provided against overload
<b>20.0. MOTOR</b>
20.1. Type of Motor : Squirrel cage induction motor
20.2. Operating voltage : 440 Volt $\pm$ 3%, 3ph, 50 Hz

20.3. Motor RPM (Syn.) : suitable rpm
20.4. Class of duty : S-1 as per IS 325-1996
20.5. Starting torque : Not less than 200% of FLT
20.6. Type of starting : DOL
20.7. Class of Insulation : Class F with temperature rise limited to Class B
20.8. Winding material : Copper
20.9. Direction of rotation : Bi-directional
20.10. Type of enclosure : TEFC
20.11. Degree of protection : IP 55
20.12. Type of construction and mounting : IMB 3 of IS 2253-1974 (horizontal foot mounted)
20.13. Cable entry: Suitable for PVC DWA mining type cable of required size
20.14. Terminals: All winding leads shall be terminated in the terminal box.
20.15. Type of coupling (to be used with motor): Direct flexible coupling or belt drive
20.16. Standard specification : IS 325-1996
<b>21.0. STARTER</b>
21.1. Type of starter : DOL
21.2. Voltage system : 440 Volt $\pm$ 3% 3Ph 50Hz
21.3. KW rating : Suitable for motor
21.4. Type of enclosure : NFLP IP-54
<b>22.0 CONSTRUCTION</b>
22.1. Shall be in two compartments
(a) One compartment shall house through going bus bars and off load isolator
(b) Second compartment shall house contractors and protective devices
(c) Door of second compartment shall be interlocked with isolator in such a way that the door can be opened only when the isolator is in 'OFF' position
22.2. Cable terminal boxed with sealing boxes shall be provided for both incoming and outgoing terminals suitable for PVC DWA mining cables of required size.
22.3. Through going terminals of bus bar shall be provided with bus bar trunking box with blanking cover
22.4. Mounting : Pedestal mounting
22.5. Bus Bar Details : made of electrolytic copper of cross section not less than 240 sq mm. and covered with heat shrunk PVC sleeves.
22.6. Isolator: Off load, triple pole reversing type of rating not less than 300A
22.7. Utilization category of starter : AC-3 of IS 13947 (Part4/ Sec1)
23.0. Contactor details:
23.1. Type of contactor: Air break, electromagnetically operated
23.2. Nominal current rating of contactor (for AC-3 only): Not less than 2.0 times for full load current
23.3. Operating limit of contactor : shall be as per IS 13947, except the drop out voltage shall not be more than 50% of rated control supply voltage
23.4. Make and model of contactor: any CPRI / ERDA tested make
24.0 Protections:
24.1. Over current protection : Magnetic over current relay with oil dash pot type time lag or thermal relay, range of current adjustment : 75% to 120%
24.2. Earth leakage protection : Magnetic over current relay with oil dash pot type lag or thermal relay; Range of leakage current (or primary) adjustment: 0.5A to 2A in steps of 0.5A
24.3 Short circuit protection : Through back up HRC fuse
24.4.. Single phasing preventor : Suitable type
24.5 Instruments : Amp. Meter & Voltage meter, of suitable range, with selector switch





24.6. Indicating lamps : For ON, OFF and TRIPP indications	
24.7. Standard specifications: IS 13947 (Part 4/ Sec1)-1993	
25.0. MAKE FOR BOUGHT OUTS-	
25.1. For Motor: BB/Crompton Greaves/ABB	
25.2. For Starter: L&T	
25.3. For Gear Box: Elecon/Shant/Equivalent	
<b>26.0-DUST SUPPRESSION :</b>	
a-Adequately designed dust suppression system shall be provided near the crusher roll.	
b-For dust suppression, a fine mist will be created by means of properly designed nozzles.	
27.0. INFORMATION	
27.1. Make/Model of the equipment offered	BDEPL/BD-400FS
27.2. Capacity at (-) 100 x (-)100x(-)100 mm product size (TPH)	400TPH (Average) Rated , 500TPH Design
27.3. KW rating & Make of motor& -a) feeder crusher motor b) chain conveyor motor c) Double roll secondary crusher motor	BB/Crompton Greaves/ABB; a) 160 Kw b)90kw c) 55 Kw
27.4 Full load speed of motor (RPM)-a) feeder crusher motor b) chain conveyor motor c) Double roll secondary crusher motor	a) 1480rpm b)1480rpm c) 1480 rpm
27.5. Roll speed (RPM)-a) feeder crusher b) Double roll secondary crusher	a) 74 rpm (Approx) b) 403 rpm (Approx)
27.6 Dia of roll- a) feeder crusher b)Double roll secondary crusher	a) 1275 MM (Approx) b) 650 MM (Approx)
27.7. Width of roll (1st stage)	1300 mm
27.8. Width of roll (2nd stage)	1500 mm
27.9. Construction details of rolls-a) feeder crusher b)Double roll secondary crusher	a) Circular Drum Type b) Circular Segmented Type
27.10 - Drive of secondary crusher - single/dual	Dual Drive
27.11. Weight of crusher without motor (KG)-a) feeder crusher b) Double roll secondary crusher	a) 36000 (Approx) b) 10000 (Approx)
27.12. Weigh of motor (KG)-a) feeder crusher motor b) chain conveyor motor c) Double roll secondary crusher	a) 1445 Kg (Approx) b) 912 Kg (Approx) c) 900 Kg (Approx)
27.13. Frame size of motor-a) feeder crusher motor b) chain conveyor motor c) Double roll secondary crusher	a) 355L b) 280 M c)250M
27.14. Material construction of rolls-a) feeder crusher b)Double roll secondary crusher	a) Abrasive Resistant Alloy Steel b) High Mn. Steel Casting
27.15. Material construction of shaft-a) feeder crusher b) Double roll secondary crusher	a) Alloy Steel b) Alloy Steel
27.16. Type, size & make of bearings-a) feeder crusher b) Double roll secondary crusher	a) Feeder Crusher Type – K, Size -23044 b) Double Roll Secondary Crusher, Type –CC, Size -23136
27.17 Details of lubrication arrangement- a) feeder crusher b) Double roll secondary crusher	Automatic Centralized Lubrication System
27.18. Details of overload protection and safety arrangement- a) feeder crusher b)Double roll secondary crusher	Over and under Voltage Relay, Earth Leakage Relay, Thermal Overload Relay
27.19. Details of product size adjustment	Manually
27.20. Details of reduction Gear Box (if provided)-a) feeder	Details indicated below:

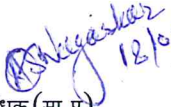


crusher b) chain conveyor c) Double roll secondary crusher	
27.20.1. Type	a) Bevel Helical Gear Box, b) Bevel Helical Gear Box, C) Not Applicable
27.20.2. Make	Elecon/Shanti/Equivalent
27.20.3. Reduction ratio	a) 20:1 b) 71:1 c) N.A.
27.20.4. KW rating (thermal)	a) 160 KW b) 90 KW c) N.A.
27.20.5 Details of belt drive:	V Type Belt
27.20.6. Drive pulley diameter (mm)	300 MM
27.20.7. Machine pulley diameter (mm)	1100 MM
27.20.7. Number of belts	4 Nos
27.21.0-Any other item/items required for successful installation and commissioning of the system which are not specified in NIT are also to be included.	Agreed
28.0- Installation & Commissioning : The equipment shall be installed & commissioned by WCL. Manufacturer have to provide technical supervision only for carrying out installation & commissioning work.	
<b>29.0-PERFORMANCE GUARANTEES :</b>	
(i)Output size and capacity Guarantee :	
a-The crusher shall be capable of giving the guaranteed output size (-) 100 mm at 95% (Min.) of its output.	
b-The machine shall be guaranteed to give the rated output of 400 TPH (Average) within the parameters of the output size as indicated above.	
<b>30.0-Availability Guarantee :</b>	
a-The crusher shall have a guaranteed availability of not less than 85%.	
b-The availability shall be calculated as follows :-	
c-	$\text{Availability} = \frac{\text{Available Hrs} - \text{Down Time}}{100}$
d-Available hours to be considered is 24 hours per day.	
e-Down time is : Maintenance hours + Breakdown hours.	
<b>31.0. Guarantee / Warranty :</b> The equipment should be guaranteed for satisfactory operation and performance for a period 12 months from the date of installation / Commissioning or 18 months from the date of receipt and acceptance of equipment, whichever is earlier. In the event of any defect in material, design, workmanship, operation and performance during the aforesaid period, defective materials, spares, sub-assembly components shall be replaced and the equipment rectified and brought back to satisfactory performance free of cost.	
<b>32.0-Performance Bank Guarantee :</b>	
a-The guarantee for equipment availability shall be backed by a bank guarantee of 10% value of the equipment, which shall be valid for a period of 12 months from the date of commissioning of the equipment.	
b-The supplier shall ensure that the availability of the equipment over a period of 12 months does not fall below 85%.	
c-For every one percent fall in availability below 85%, 1% value of the equipment will be deducted.	
d-In case the fall in % availability below 85% exceeds 10%, the equipment will be rejected outright and the supplier will have to refund full amount.	
<b>33.0-INSPECTION:</b> Inspection of the consignment shall be carried out at the destination stores, which will be arranged by the Consignee on receipt of stores.	

SO no: 11100112621284 dt. 18.02.2022

Supply of Semi Mobile Heavy Duty 2 stage crushers

<b>34.0-DOCUMENTS TO BE SUBMITTED ALONG WITH SUPPLIES :</b>
a-General arrangement drawing of the offered crusher indicating dimensions and weights.
b-Technical Brochures/leaflets in respect of the offered feeder breaker and bought-out items (if any).
c-Installation, operation and maintenance manual.
d-Parts catalog & service manual
e-G.A. drawing showing dimensions and weights along with installation instructions.

  
18/02/2022  
प्रबंधक (सा.प्र)

  
18/2/2022  
मुख्य.प्रबंधक (सा.प्र)



**BLACK DIAMOND  
EQUIPMENTS  
PRIVATE LIMITED**

FORMERLY-BLACK DIAMOND INDUSTRIES

MSMED ACT - 2006 Beang EM-II No. 220051200125 TIN 22354600645  
SSI Regd. No. 10/05/01577/PMT/SSI. Service Tax No. AADCB7659LST001  
CGST No. BIL/IIKTGO/92. CST No. BIL/IIKTGO.549  
CIN : U29130CT2009PT Co21134  
GST No. 22AADCB7659L1ZE  
TEL - (07759) 245024, 245118. Fax - (07752) 246164  
email : psb.bdepl@live.com  
156, Indira Commercial & Residential Complex. Transport Nagar  
KORBA (C.G.) 495 667  
AN ISO 9001 : 2008 COMPANY

**Sub :** Supply of Semi Mobile Heavy Duty Two Stage Crusher for Crushing Coal ROM of size 1200mm to (-)100mm, and having a minimum capacity of 400TPH

**Tender Ref. No. :** WCL-Hq-Pur-asn-ra-e018-2021-22 Publish Date : 15.09.2021

**Tender ID :** 2021\_WCL\_222943\_1

**Our Offer no. :** BDEPL/Q/21-22/268 Date : 01.12.2021

**TECHNICAL OFFER**

We offer our own make SEMI MOBILE HEAVY DUTY FEEDER BREAKER WITH SECONDARY CRUSHER, Model : BD-400FS for this tender.

As per NIT requirement, a brochure of this equipment and a list of our recommended spares for achieving trouble free service in next two years after warranty period is furnished below.

**SEMI MOBILE HEAVY DUTY FEEDER BREAKER WITH SECONDARY CRUSHER,**

**Model : BD-400FS**

The SEMI MOBILE HEAVY DUTY FEEDER BREAKER WITH SECONDARY CRUSHER, Model BD-400FS is a unique equipment designed to receive R.O.M. (1200mm) coal directly from the rear discharge Dumpers and break it down to (-) 100mm as per the actual requirement and discharge it on to a Belt conveyor(consumer) at an average rate of 400 TPH.

The machine is capable of continuous operation round the clock and robust enough to start in choke feed condition. The machine is a Semi Mobile Heavy duty Feeder Breaker with Secondary Crusher and Rock Breaker in an integrated unit to ensure higher performance efficiency and confirmed productivity.

**General Information:-**

Name of Equipment	-	SEMI MOBILE HEAVY DUTY FEEDER BREAKER WITH SECONDARY CRUSHER, Model : BD-400FS
Name of Manufacturer	-	Black Diamond Equipments Private Ltd., Korba
First Customer	-	South Eastern Coalfields Ltd.
Feed Material	-	Coal

Black Diamond Equipments Pvt. Ltd.

Auth. Signatory

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# BLACK DIAMOND EQUIPMENTS PRIVATE LIMITED

FORMERLY-BLACK DIAMOND INDUSTRIES

MSMED ACT - 2006 Beannng EM-II No. 220051200125 TIN 22354600645  
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CGST No. BIL/II/KTGO/92. CST No BIL/II/KTGO.549  
CIN : U29130CT2009PT Co21134  
GST No. 22AADCB7659L1ZE  
TEL - (07759) 245024, 245118. Fax (07752) 246164  
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AN ISO 9001 : 2008 COMPANY

::2::

## Basic points for Design of the equipment

### **A. Material Specifications:-**

- |                                 |   |
|---------------------------------|---|
| i. Material                     | - Bituminous coking and non-coking coal |
| ii. Shale/Sand Stone            | - 15 - 20%                              |
| iii. Inherent moisture          | - 10 - 15%                              |
| iv. Maximum size of infeed      | - 1200 x 1200 x 1200 mm                 |
| v. Average Density of materials | - 1100 Kg per Cubic Meter               |
| vi. Comp. Strength              | - 400 - 800 Kg per Sq.cm                |
| vii. Abrasiveness               | - Fairly abrasive                       |

### **B. Environmental Condition :-**

- |                         |                            |
|-------------------------|----------------------------|
| 1. Altitude( above MSL) | - Up to 1000 m             |
| 2. Ambient Temperature  | - 50 <sup>o</sup> C (Max.) |
| 3. Humidity( Max)       | - 100 %                    |
| 4. Atmosphere           | - Dusty (Mostly Coal Dust) |

### **C. Machine Capacity**

- |                    |   |
|--------------------|---|
| 1. Average         | - 400 TPH at (-)100 x (-)100 x (-)100 mm<br>on four hourly basis. |
| 2. Hopper Capacity | - 30 Cum (Min)  |

### **D. Power supply**

- |              |                     |
|--------------|---------------------|
| 1. Voltage   | - 445 Volt $\pm$ 6% |
| 2. Phases    | - 3 (Three)         |
| 3. Frequency | - 50 Hz             |
| 4. Neutral   | - Solidly earthed   |

## Description of the offered equipment model BD-400FS

It is a Semi-Mobile Heavy Duty Feeder Breaker with Secondary Crusher, Model : BD-400FS having its construction suitable for easy shifting. It is skid mounted and of modular construction so as to keep the pressure to the ground not more than 1 to 1.25 kg per sq.cm. The complete set of Equipment has three composite units.

- Primary Crushing Unit
- Secondary Sizer
- Auxiliary Unit

Black Diamond Equipments Pvt. Ltd.

Auth. Signatory

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**BLACK DIAMOND  
EQUIPMENTS  
PRIVATE LIMITED**

FORMERLY-BLACK DIAMOND INDUSTRIES

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::3::

**A) Primary Crushing Unit, Model : BD- 400FS**

*Major Components of Primary Crushing Unit*

- I. Main Frame Assembly
- II. Hopper
- III. Feeder Chain Conveyor with drive.
- IV. Crusher Roll with drive.
- V. Rock Breaker

**I. Main Frame Assembly :-** The entire frame-work which supports the mounting of hopper, chain conveyor, crusher roll is made up of structural sections designed to withstand stress and strain caused during discharge of coal in the hopper directly from 50/35 Te. Dumpers and wear & abrasion resistant steel plates.

**II. Hopper :-** The hopper is fabricated, robust constructed and low height at the rear suitable to withstand impact load due to direct discharge of coal round the clock from dumpers. The hopper is of Minimum 30 Cu. Meter capacity and made of all welded construction of steel plates with wear resistant liner plates at bottom, on the side plates and rear plates. The expected life of the liners used in the Hopper is two years. The hopper has provision for opening side plate for unloading the materials, if required.

**III. Feeder Chain Conveyor :-** The heavy duty chain conveyor is designed to start with a dead load of 35 Te. The dual chains of alloy steel having 30 mm dia link and 108 mm pitch are made of alloy steel electric resistant welded. The Flight Bars are 1290 mm. in length, mounting hole C.C. is 1200 mm. and made of wear resistant steel of high tensile strength. There are 200 links and 35 Flight Bars in the Chain Assly. The line pans are of 16 mm plate of manganese steel of superior quality to guard against wear, abrasion and impact.

The drive sprocket at head end of the chain conveyor receives drive power from a 90 KW S.C. induction motor through fluid coupling of rated capacity and Bevel Helical reduction gearbox of capacity with 1.75 service factor. There are two sets of chain sprocket assemblies, the drive assembly in the front & the idle assembly in the rear.

Mechanically operated chain tensioning arrangement is fitted to the tail sprocket assembly shaft. It maintains uniform and adequate tension to the endless chain of the chain conveyor so that smooth and trouble free transportation of coal can be made. A replaceable wear resistant Manganese plate of 32 mm thickness is used as a breaking plate under crusher roll. Speed Control (50 to 100%) of conveyor is provided by VFD.

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Cont..P/4..



**BLACK DIAMOND  
EQUIPMENTS  
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FORMERLY-BLACK DIAMOND INDUSTRIES

MSMED ACT - 2006 Beangng EM-II No. 220051200125 TIN 22354600645  
SSI Regd. No. 10/05/01577/PMT/SSI. Service Tax No. ADCB7659LST001  
CGST No. BIL/IIKTGO/92, CST No BIL/IIKTGO 549  
CIN : U29130CT2009PT Co21134  
GST No. 22AADCB7659L1ZE  
TEL - (07759) 245024, 245118. Fax (07752) 246164  
email : psb.bdepl@live.com  
156, Indira Commercial & Residential Complex, Transport Nagar  
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**IV. Crusher Roll :-** The roll is made of 32 mm thick alloy steel plate. 16mm thick abrasion resistant plate liners are fitted on roll shell. The roll is mounted on heavy duty cast steel Bearing Blocks. The height of the crusher roll is adjustable. The picks are mounted on the breaker drum through pick holder suitably fixed over liners of the crusher roll. Orientation of the picks has been done to minimize the actual thrust over the bearings holding the roll assembly. The crusher shaft is made of alloy steel capable of transmitting high torque. An arrangement for dust suppression and cooling the picks by spraying water through nozzles are provided.

The gap between the crusher roll and the crushing plate is adjustable to give product size of 150mm to 200mm. The drive to the Roll shaft is given by one 160 Kw motor through a reducer of 1.75 service factor. The crusher assembly has shear pin arrangement to isolate the roll from the drive in case un-crushable material is encountered by the roll.

**V. Rock Breaker :-**

A Hydraulically operated Rock Breaker is attached to break over size lumps in the hopper of the Feeder Breaker. The rock Breaker receives power from an independent Power Pack. The moil point is made of material suitable for long life and designed to impart concentrated energy to the coal/shale lumps.

**II. Secondary Crusher**

Secondary Crusher is a single stage double roll crusher having teeth to crush coal from size (-)250mm to (-)100mm size, in three dimensions, with minimum fines generation. It has the following components :-

- a) Crusher Rolls
- b) Chassis
- c) Mounting frame
- d) Canopy
- e) Drive Unit
- f) Discharge Chute

**a) Crusher Roll**

Two nos. of Heavy Duty Segmented Type Crusher Rolls (dia 650mm and length 1500mm) made of Toothed Segments of High Manganese Steel casting of suitable hardness on teeth profile ensures less wear and tear of the teeth. The profile, number of teeths, their configuration, peripheral speed contribute to obtain desired product with minimum fines generation. Out of the two crusher rolls, one is adjustable and can be set independently to the desired position by manually operated mechanical gap adjustment system associated with this assembly so that the gap between the two rolls is adjusted as per the requirement. The shafts of the crusher rolls are made of high tensile alloy steel and are fitted with double row spherical Roller bearings No. 23136CCW33 housed in heavy duty steel bearing blocks having proper lubrication arrangements.

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Each shaft of crusher is provided with one 1100mm dia cast steel pulley having 4 nos. "D" size "V" grooves to take independent drive for each crusher roll from an electric motor through drive pulley & "V" belts. These two driven pulleys (Flywheel sheaves), One on each shaft, also help crusher rolls to get high inertia for crushing large lumps in the feed. To provide the required setting of gap between the two crusher rolls, the bearing blocks of one Crusher roll is rigidly bolted to the mounting base frame of the crusher unit and the Bearing blocks of the other crusher roll is fixed on a fabricated base plate which can slide over the mounting base frame of the crusher unit.

The sliding of this crusher roll for gap setting between the two crusher rolls is actuated by manually operated mechanical gap adjustment system associated with this assembly. In addition to above, the gap setting between the two crusher rolls is controlled by two number of heavy duty steel screws M45 X 600mm with nuts.

**b) Chassis**

The two Crusher rolls are housed in a cabinet with four sides made of steel plates with 10 mm thick liners. This construction makes the removal of the worn out and assembly of the new rolls easy and fast. The expected life of the liners used in this chassis is more than two years.

**c) Mounting frame**

The entire system, comprising housing of the crusher rolls, two crusher rolls with bearing blocks, gap setting arrangements for the adjustable crusher roll, is placed on the mounting frame fabricated from heavy section steel plates. This mounting frame is fixed on integrated skid structure.

**d) Canopy**

A canopy is fixed on the top of the housing of crusher roll to avoid spillage and throw of coal outside. The canopy is made of structural steel plates with wear resistant plate linings inside.

**e) Drive Unit**

Each of the two crusher rolls is driven by individual electric motor through pulleys and "V" belts. The drive pulley (300mm dia) mounted on each motor shaft has four nos. "D" size "V" grooves. Both the drive motors are mounted on a fabricated steel frame work attached to the mounting frame one at diagonally opposite side of the chassis to the other. In both the bed plates of the motors, provision has been kept for adjusting the alignment of drive pulley and driven pulley by mechanical screws.

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However the bed plate of the motor related to the sliding crusher roll has a longer slotted groove which helps to have a restricted movement of motor up to 150mm co-related to the gap setting between two crusher rolls. The specifications of both the motors are 3 phase , 415 volt, 50 cycles, 1480 R.P.M, Foot mounted ,T.E.FC, Continuous rating, class F insulation with IP-54 protection, 55KW, squirrel cage induction motor. Efficiency of the motor is 94% at 90% power factor.

**C) AUXILARY UNIT**

**I. Electricals:-**

- i) Motors are controlled by control Gears confirming to B.I.S. with AC-3 power contactors. Rating of the contactors are 1.5 times over AC-3 duty rating.
- ii) Motors for 1<sup>st</sup> stage Crushing Unit will have Auto control Star Delta Starters. Other Motors will have DOL Starters. The starter for chain conveyor is of reversible type. All the starters are connected to a common bus housed in a separate chamber. An off-load isolator shall be provided on the incoming side. The isolator is so interlocked with the starters that the starters trip before the isolator can be switched off. Further, the cover of the starters cannot be opened unless the isolator is in the off-position.
- iii) Control Gears are provided with thermal overload relays, Earth Fault Relays, Under Voltages Relays, Earth Leakage Sensing Device, Single Phasing Preventor, Ammeter, Volt meter.
- iv) Sequence Control system will be provided for operation of the Feeder conveyor, primary Crusher Roll , secondary crusher rolls and the Belt conveyor (consumer supply) Arrangement for over riding the sequence Operation for repair ,maintenance work of individual component of the system is also provided.
- vi) Speed monitoring relay & trip switch for Primary Crusher Roll are incorporated for Fail Safe System.
- vii) Power connection to the electric motors of Primary crusher roll and Feeder chain Conveyor are to be given by 1100volt grade ,PILCDWA/PVC copper conductor cable of 0.2 sq.inch and 0.15 sq. inch sizes respectively.
- viii) The starter panels are provided with incoming and outgoing cable entry boxes suitable for required cable sizes.

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**II) Auto Lubrication System :-**

*Automatic Lubrication of all bearings and points of Lubrication are ensured.*

**III) Dust Suppression system :-**

*An adequate and effective system is provided to suppress dust generated during crushing and arrangement is also provided for spraying water on the picks to keep them cool.*

**IV) Operator's Cabin :-**

*A standard cubicle type cabin with comfortable seat, Air Conditioned, light, fan and controls on a panel for ease of operation is provided. The cabin is suitably placed for easy visibility and operation of rock breaker, crusher and dumper unloading. The cabin is suitably glassed all around and the glassed portion is protected with expanded metal etc. The design of the cabin is such that it is well ventilated and ingress of dust is minimum. The cabin houses all the control of drives. The control switches are feather touch push button type. Selector switches, gauges and meters are mounted on control Desk installed in the cabin.*

**V) The complete set of equipments an integrated compact unit as per NIT Requirement :-**

*Fabricated steel Structure erected on Skid is provided for mounting the complete set of equipment comprising Feeder Breaker with Secondary Crusher as shown in drawing.*

**VI) Safety items :-**

*All couplings Chains and Rotating parts are properly guarded. Ladders are provided with hand rails and checkered plates are used on the platform. Lock out switches are set on individual machine for maintenance and emergency purposes.*

**VII) Signal Post :-**

*A short height signal post ( railway type) having Red & Green lights is provided for guiding unloading of Dumper/ Tipper on Feeder Breaker.*

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**Scope of supply :-**

- i) Complete Feeder Breaker in all respects as stated above.
- ii) Tools and Tackles for installation, repair and maintenance.
- iii) Operation & Maintenance manual and Spares parts manual.
- iv) Detail drawing for power supply and control system.
- vi) First fill of Oil, Grease and Lubricants.
- vii) Expert service personnel during installation.
- viii) General Arrangement drawing.

**FOR, BLACK DIAMOND EQUIPMENTS PVT. LTD.**

Black Diamond Equipments Pvt. Ltd.

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**TECHNICAL DATAS OF THE MAJOR COMPONENTS**

**A) Primary Crushing Unit:-**

**a) Feeder Chain conveyor :-**

- i) Type of Drive :- Electro-Mechanical
- ii) Length (from Tail end sprocket center to drum end sprocket center) :- 9000mm(approx.)
- iii) Width :- 1320mm (approx.)
- iv) Dia of Drive sprocket (PCD) :- 430 mm.
- v) Chain
- a) Type :- Round link flash Butt chain conforming to DIN 22252C/IS 3948
- b) No. of Strand :- 2
- c) Link dia & pitch :- 30 mm, 108 mm
- d) No of links in chain assy. :- 200 (approx.)
- vi) Flight Bars -
- a) Material :- Alloy Steel
- b) Center to Center distance :- 1200 mm
- c) No. of Flight Bars :- 35 in chain assly.
- vii) Line pan -
- a) Material :- Wear resistant steel
- b) Thickness of plate :- 16mm
- b) Gearbox for Feeder chain conveyor:-
- a) Make :- Elecon/Shanti/Equivalent
- b) Type :- Bevel Helical Gearbox
- c) Model :- BTN - 360 or equivalent
- d) Ratio :- 71 :1 (approx.)
- e) Rating :- 90 KW
- f) Service Factor :-  $\geq 1.50$
- g) Efficiency :- 85 to 90%

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**C) Elect Motor for Feeder chain conveyer:-**

- a) Type :- S.C. Induction Motor, Foot Mounted  
T.E.F.C., 3 phase 50 C/S, IP-54 Protection.
- b) RPM :- 1480 R.P.M.
- c) KW :- 90 KW
- d) Voltage :- 415 ± 10%
- e) Make :- Bharat Bijlee/ Equivalent
- f) Insulation :- Class 'B'

**D) Coupling :-**

*High speed*

- a) Type :- Fluid Coupling  
b) Make :- Fluidomat/Equivalent

*Low Speed*

- a) Make :- Own  
b) Type :- GC110

**II) Primary Crusher :-**

**A) Crusher Roll:**

- a) Material of shell :- Alloy Steel Plate
- b) Dia of Roll (shell with picks ) :- 1275mm (approx.)
- c) Width of Roll/length :- 1300mm
- d) Type of Picks :- Tungsten Carbide tipped
- e) Roll R.P.M. :- 74 (approx)
- f) Peripheral Speed M/Sec :- 4.3 (approx)

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::4::

## II) Secondary Crusher

- |                                      |   |
|--------------------------------------|---|
| i) Type                              | :- Circular Segmented type Double roll                |
| ii) Dia of Roll                      | :- 650mm  |
| iii) Width of Roll                   | :- 1500mm   |
| vi) Material of Segment              | :- High Manganese steel casting                       |
| v) Pattern of wedge                  | :- Point attack, angular parallel line configuration. |
| vi) Dia of shaft at Bearing Position | :- 180mm  |
| vii) Bearing                         | :- D.R. Spherical Roller Bearing<br>23136CCW33(SKF)   |
| xii) Shaft Material                  | :- Alloy Steel  |
| xiii) Speed of the Crusher Roll      | :- 403 R.P.M. (Approx)                                |

## C) Drive for the Secondary Crusher Roll

- |  |  |
|--|--|
| a. Elect-motor   | :- 2 Nos.  |
| i. Type  | :- S.C. High torque Induction motor, 3 phase,<br>50 cycles, 415 volt T.E.F.C., foot mounted. |
| ii. KW   | :- 55 KW each  |
| iii. RPM   | :- 1480  |
| iv. Make   | :- Bharat Bijlee/ Equivalent   |
| b. Power Transmission System                                       |  |
| i) Type  | :- 'V' belt transmission   |
| ii) Speed Reduction ratio  | :- 3.67 : 1  |
| iii) Diameter of Drive pulley<br>(2nos one for each motor)         | :- 300mm   |
| iv) Diameter of Driven pulley<br>(one for each crusher roll shaft) | :- 1100mm  |
| v) Type of pulley  | :- Cast Steel, V. Grooves for four nos. 'V' belt   |
| iv) V belt   | :- 'D' shaped Heavy duty Fenner/Continental make   |

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**B) Elect Motor :-**

- i) Type :- S.C High Torque Induction Motor, 3Phase,  
50 Cycles, 415 Volt, TEFC Foot Mounted Motor
- ii) KW :- 160
- iii) RPM :- 1480
- iv) Make :- Bharat Bijlee/ Equivalent
- v) Insulation :- Class F

**C) High Speed Coupling :-**

- i) Type :- Fluid Coupling
- ii) Make :- Fluidomat/Equivalent

**D) Low speed Coupling :-**

- i) Type :- Gear Coupling
- ii) Model :- GC110

**E) Gearbox :-**

- i) Make :- ELECON/Shanti/equivalent
- ii) Type :- Bevel Helical Reduction Gearbox.
- iii) Model :- BTN-320 or equivalent
- iv) Ratio :- 20:1
- v) Service factor :-  $\geq 1.75$

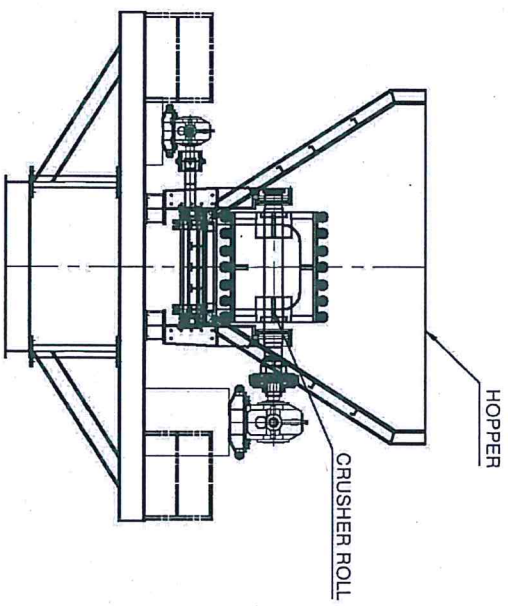
**III) Rock Breaker:-**

- i) Working pressure in Kg/Sq. c.m. :- 120 - 160
- ii) Oil flow in liters/min. :- 35 - 65
- iii) No. of blows per minute. :- 600 - 1300
- iv) Rod Diameter :- 52 mm

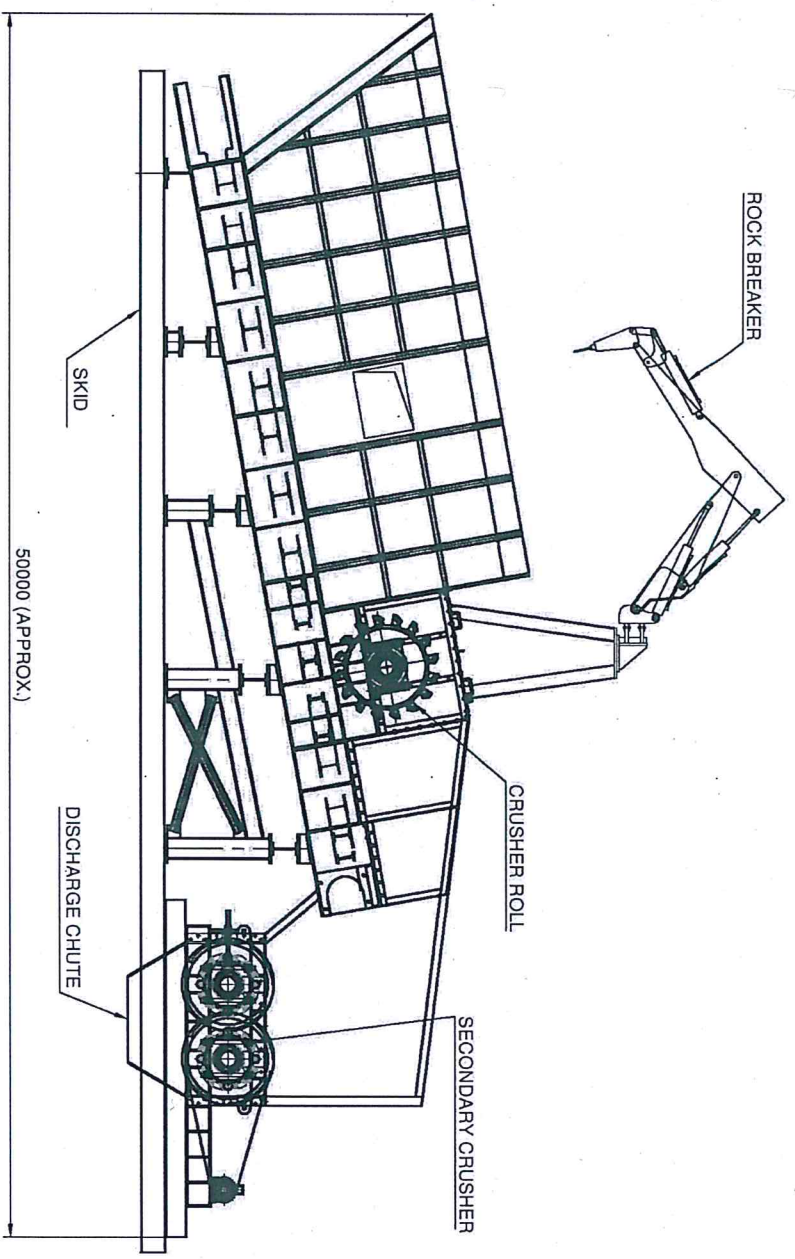
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**SIDE VIEW**

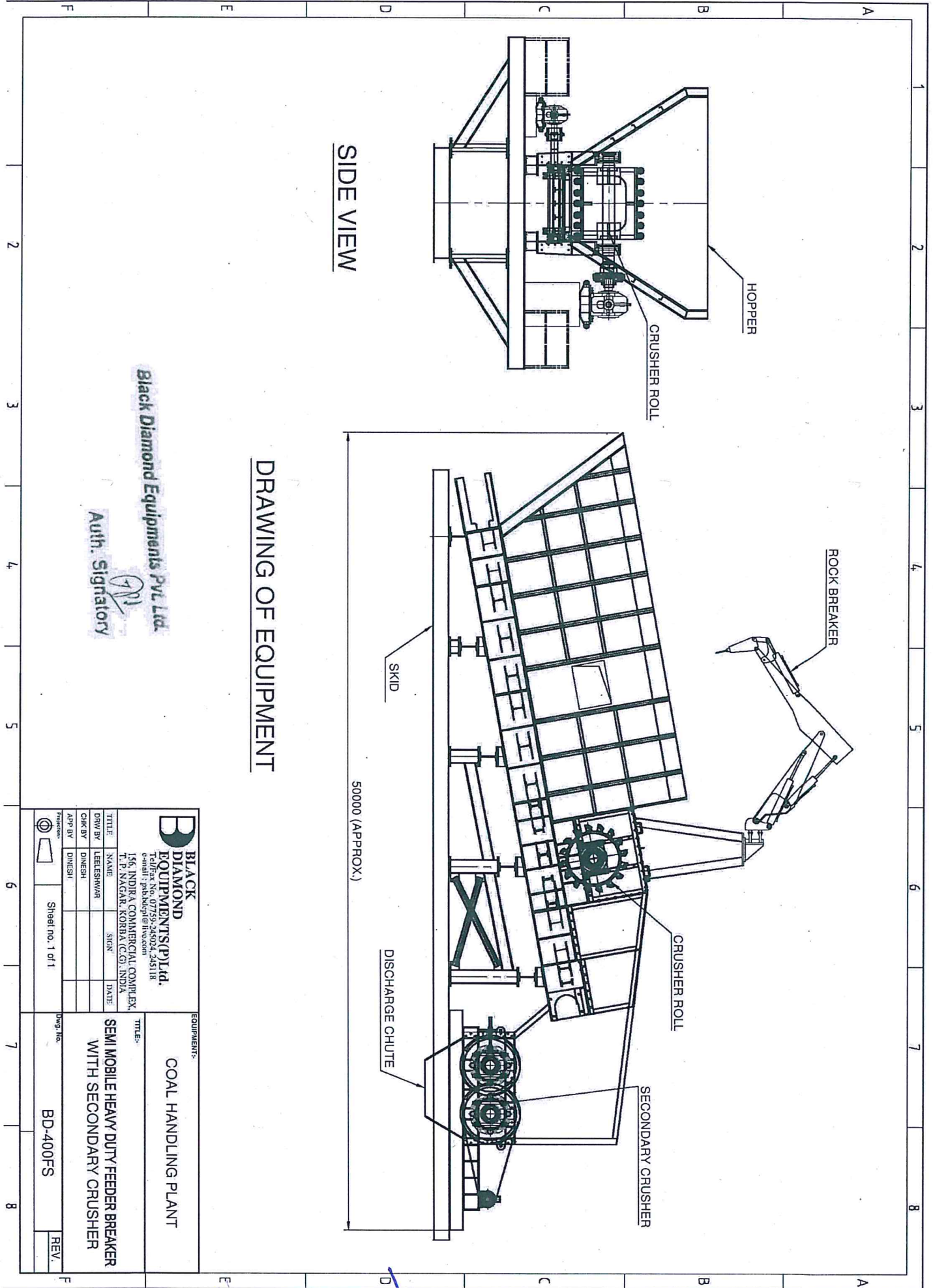


**DRAWING OF EQUIPMENT**

**Black Diamond Equipments Pvt. Ltd.**

**Auth. Signatory**

<b>BLACK DIAMOND EQUIPMENTS(P) Ltd.</b> 156, INDIRA COMMERCIAL COMPLEX, T. N. NAGAR, KORBIA (C.G.) INDIA Tel: No. 07750-44902, 245118 e-mail: pbkbspl@rediffmail.com				<b>EQUIPMENT:-</b> <b>COAL HANDLING PLANT</b>	
TITLE	NAME	SKD	DATE	TITLE:-	
DRW BY	LEELSHWAR			SEMI MOBILE HEAVY DUTY FEEDER BREAKER	
CHK BY	DINESH			WITH SECONDARY CRUSHER	
APP BY	DINESH			Dwg. No.	
Sheet no. 1 of 1			BD-400FS		
			REV.		









# BLACK DIAMOND EQUIPMENTS PRIVATE LIMITED

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KORBA (C.G.) 495 677  
AN ISO 9001 : 2015 COMPANY

FORMERLY-BLACK DIAMOND INDUSTRIES

## MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT

Sub: Authorization for release of payment through Electronic Fund Transfer/Internet Banking

1. Name of the Party : BLACK DIAMOND EQUIPMENTS PVT. LTD.
2. Address of the Party : Plot no. 156, I. C. R. C., T. P. Nagar, Korba(C.G.)
  - a. City : Korba, b. Pin Code : 495677
  - b. E-mail Id : psb.bdepl@live.com
  - c. Permanent Account Number : AADCB7659L

3. Particulars of Bank:

Bank Name	ICICI BANK LIMITED	Branch Name	BILASPUR
Branch Place	BILASPUR	Branch City	BILASPUR
Pin Code	495001	Branch Code	0282
MICR No.	495229002		
( Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
RTGS CODE	I C I C 0 0 0 0 2 8 2		
Account Type	Savings	Current	Cash Credit
Account Number(as appearing in the Cheque Book.			028251000011

4. Date from which the mandate should be effective.

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

Place : KORBA

Date : 01.03.2021

*[Handwritten Signature]*



Signature of the Party / Authorised Signatory

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

Banker's Stamp

Date :

1 MAR 2021



(Signature of the Authorised official from the Bank)

**ICICI Bank**

Bilaspur C G Branch  
Jain Plaza, Link Road, Bilaspur (C.G.) - 495 001.  
RTGS / NEFT IFS Code : ICIC000282

VALID FOR THREE MONTHS ONLY

A/C PAYEE

D	D	M	M	Y	Y	Y	Y	Y	Y

Pay

OR ORDER

Rupees

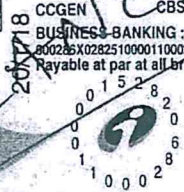
₹

A/c No. 028251000011

FOR BLACK DIAMOND EQUIPMENTS PRIVATE LIMITED

CCGEN CBS  
BUSINESS-BANKING : CURRENT ACCOUNT  
000285X028251000011000285X028251000011000285X028251000011000285X028251000011  
Payable at par at all branches of ICICI Bank Limited in India

**CANCELLED**



AUTHORISED SIGNATORIES  
Please sign above

⑈000285⑈ 495229002⑈ 000011⑈ 30

General Conditions of Contract (GCC)

1. Definitions

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

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

- a) “The Contract” means the agreement entered into between the Purchaser and the Supplier including all attachments and appendices thereto and all documents incorporated by reference therein including Invitation to tender, Instructions to tenderers, Acceptance of tender, Particulars and the General and Special Conditions specified in the acceptance of tender;
- b) “Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) “Goods” means all of the equipment, plant, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d) “Services” means those Services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- e) “GCC” means the Conditions of Contract contained in this section;
- f) “SCC” means the Special Conditions of Contract;
- g) “Purchaser” means the organisation purchasing goods and services, i.e., Coal India Limited or its subsidiaries or areas falling under various subsidiaries of Coal India Limited;
- h) “Purchaser’s country” is India;
- i) “Supplier/Contractor” means the individual, firm or company with whom the contract has been concluded for supplying the Goods and Services under the Contract. The Supplier/Contractor shall be deemed to include its successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted;
- j) “CIL” means Coal India Limited or the Subsidiary Company of CIL or areas falling under various subsidiaries of CIL where Goods are deployed/ used;
- k) “Year” means the Calendar Year.
- l) “Chairman” means the Chairman of Coal India Limited.
- m) “Chairman-cum-Managing Director” means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited, Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited and Mahanadi Coalfields Limited.
- n) “Drawing” means the drawing and plans specified in or annexed to the schedule or specifications.
- o) “Inspector” means any person nominated by or on behalf of the purchaser to inspect supplies, stores or work under the contract or his duly authorized agent.
- p) “Progress Officer” means any person nominated by or on behalf of the Purchaser to visit supplier’s works to ascertain position of deliveries of Goods ordered.
- q) “Materials” shall mean anything used in the manufacture or fabrication of the stores.
- r) “Stores” means the goods specified in the Supply Order or schedule which the supplier/contractor has agreed to supply under contract.
- s) “Test” means such test or tests as are prescribed by the specifications or considered necessary by the Inspector or any agency acting under direction of the Inspector.
- t) “Site” mean the place or places named in the “Supply Order” or such other place or places at which any work has to be carried out as may be approved by the purchaser.

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

## 2. Application

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

## 3. Standards

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

## 4. Use of Contract Documents and Information

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

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

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

## 5. Patent Rights

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

## 6. Security Deposit



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

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

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

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

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

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

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

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

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

6.9. Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause.

6.10. All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case

of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.

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

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

7. Performance Bank Guarantee

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

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

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

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

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

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

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

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

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

## 8. Inspections and Tests

8.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the Purchaser. Generally, the Goods shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, of the identity of the inspectors). The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspectors) and/or to engage any other third party inspecting agency, to conduct inspections and tests pursuant to the Contract. Sufficient time, atleast 30 days in advance will be given for inspection.

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

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

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

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

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

## 9. Packing and Marking

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





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

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

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

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

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

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

#### 10. Delivery and Documents

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

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

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

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

(a) For Imported Goods:

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

- i. Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount and GST number of ultimate consignee;
- ii. Clean on-board bill of lading indicating the Importer-Exporter Code (IEC) of the concerned Subsidiary Company of CIL and non-negotiable bill of lading;
- iii. Packing list identifying contents of each package;
- iv. Manufacturer's/Supplier's warranty /guarantee certificate;
- V. Manufacturer's Test & Inspection certificate;



vi. Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country;

vii. Documentary evidence of marine freight & marine insurance

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

(b) For Domestic Goods from within India:

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

i. Supplier's invoice showing Contract Number, Goods description, quantity, unit price, total amount;

ii. Railway receipt/ Transporter's consignment note /acknowledgement of receipt of Goods from the consignee(s);

iii. Manufacturer's/Supplier's warranty / guarantee certificate;

iv. Manufacturer's Test & Inspection certificate;

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

#### 11. Insurance

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

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

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

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

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

#### 12. Transportation

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

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

12.3. In case of CIP (Final Place of Destination) contracts, transport of the goods to the port of destination and further to the named place of Final Destination in the Purchaser's country, as shall be specified in the contract, shall be arranged and paid for by the Supplier, and the cost

thereof shall be included in the Contract Price. In case of inland transportation of goods, the same is to be done through registered common carriers only.

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

### 13. Warranty

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

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

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

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

### 14. Payment

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

#### 14.2. Payment for Indian Agency Commission

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

(A) Copy of foreign principal's invoice.

(B) Copy of bill of lading.

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

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

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

#### 15. Changes in Order

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

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

#### 16. Contract Amendments

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

#### 17. Assignment

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

#### 18. Subcontracts

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

#### 19. Delays in the Supplier's Performance

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

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

19.3. Except as provided under Force Majeure clause, a delay by the Supplier in the performance of its delivery

obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon pursuant to relevant clause without the application of liquidated damages.

#### 20. Liquidated Damages

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

- (a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or
- (b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or
- (c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment/ stores at the risk and cost of the defaulting supplier and also,

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

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

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

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

#### 21. Termination for Default and breach of contract

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

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

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

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

21.2. For the purpose of this Clause:

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

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

21.3. In the event the Purchaser terminates the Contract in whole or in part, pursuant to relevant clause, the Purchaser may procure on such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 22. Force Majeure

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

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

22.3 In such a situation, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof, duly certified by the local Chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within twenty one days of occurrence and cessation of such Force Majeure Conditions. Unless otherwise directed by the

purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

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

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

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

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

### 23. Termination for Insolvency

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

### 24. Termination for Convenience

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

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

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

### 25. Governing Language

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

### 26. Taxes and Duties

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

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

#### 27. Limitation of Liabilities

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

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

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

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

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

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

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018."

#### 29. Progress Reports

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

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

#### 30. Provisions of CIL's Purchase Manual

The provisions of CIL's Purchase Manual and its subsequent amendments (Available on CIL's website, [www.coalindia.in](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



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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

**ANNEXURE - E**

**Performance Bank Guarantee Format**

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

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

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

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

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

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

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

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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



## PRE CONTRACT INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on 01<sup>st</sup> day of the month of December 2021, between, on one hand, Western Coalfields Ltd, acting through Shri. P V Babu General Manager (MM) Pur., (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. BLACK DIAMOND EQUIPMENTS PVT. LTD., Plot No. 156-157, I.C.R.C., T. P. Nagar, Korba (C.G.)-495677** represented by Shri Parvinder Singh Bhatia, 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 **Supply of Semi Mobile Heavy Duty Two Stage Crusher for Crushing Coal ROM of size 1200mm to (-)100mm, and having a minimum capacity of 400TPH** (Name of the Stores/Equipments/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 Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

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

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

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

#### Section 1 - Commitments of the Buyer / Principal

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

a. No Employee of the Principal, personally or through family members, will in connection with the tender for or the execution of contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

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

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

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Contractor(s) will not with other bidders info any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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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.

c. 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.

(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 ie. " 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

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(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 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.

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 Chaiman 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.

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- (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

(Office Seal )

Place : Nagpur

Date : 01.12.2021

Witness 1:


Name and Address



For & on behalf of the Bidder / Contractor

**Black Diamond Equipments Pvt. Ltd.**

(Office Seal )

Auth. Signatory 



Witness 2 : S. Dey (Finance Manager)  
Q. No. LIG-13, M.P. Nagar,  
Korba(C.G.)-495677

