



WESTERN COALFIELDS LIMITED

MATERIALS MANAGEMENT WING

COAL ESTATE, CIVIL LINES, NAGPUR-440001

CIN: U10100MH1975GO1018626

Phone: (0712) 2510501, 2510691 [EPBAX, Extn :5587] Fax: 0712 - 2510284

Website : www.westerncoal.gov.in

Ref No. 11100114820092

DT: 11.07.2020

SUPPLY ORDER

To.

BY REGISTERED POST

M/s ROLJACK ASIA LIMITED
GI-21-27, Road No.1, II-D Centre,
RIICO Industrial Area, Kaladwas,
UDAIPUR - 313003

Vendor Code: 124021
Vendor Type: MSE
Fax No.0294-2650601
Mobile: 9829943010
e-Mail: yogesh@roljack.com

Sub: - ORDER FOR SUPPLY OF SEMI MOBILE HEAVY DUTY TWO STAGE CRUSHER

- Ref- 1. Our Tender No. hq-pur-sp-ra-e-078-2019-20, Technical bid opened on 14/10/2019 (Tender ID: 2019_WCL_150343_1)
2. Your online offer under Bid Id: 448459 dated 11.10.2019 and subsequent clarifications uploaded on portal, last being dated 30.12.2019.
3. WCL's Techno-commercial Committee's visit to your works dated 7th & 8th Jan'2020.
4. Your Letter no.ROL/WCL/20-21/01 dated 12.06.2020

With reference to above, we are pleased to place formal order on you for supply of SEMI MOBILE HEAVY DUTY TWO STAGE CRUSHER 400TPH CAPACITY as per Technical specifications, rates, terms and conditions given hereunder and also as per the General Terms & Conditions enclosed at Annexure-B.

NIT SN	Item description	Unit	Quantity	Basic Rate per unit in Rs.	GST per unit @ 18%	Extended Value in Rs.
1	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. Make: ROLJACK ASIA LIMITED Model: Feeder Breaker – RFBM500 Double Crusher – RDR500 (Details Technical specification as per enclosed Annexure-A)	set	8	1,33,95,750.00	24,11,235.00	12,64,55,880.00

(Rs. Twelve Crores Sixty-Four Lakhs Fifty-Five Thousand Eight Hundred Eighty only)

TERMS & CONDITIONS

1. **PRICE:** The above prices are Firm and on F.O.R. Destination supply basis inclusive of Packing, forwarding, freight & Insurance charges. The materials shall be supplied from your factory at GI-21-27, Road No.1, II-D Centre, RIICO Industrial Area, Kaladwas, Udaipur - 313003. The above prices shall remain firm throughout the contractual period till complete execution of the order.

2. **Goods & Service Tax:** Shall be payable extra as applicable within the stipulated delivery period of the supply order. The present applicable rate of GST is @ 18 %. The supplier shall have to comply with the terms and conditions of GST Act/ Rules such as issuance of Tax Invoices, ensure payment of GST and enabling mechanism to facilitate Input Tax credit by WCL.

The supplier 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 supplier Input Tax Credit on GST shall be availed by WCL as per GST rules. You shall submit GST complaint invoice enabling WCL to avail Input Tax Credit (ITC) under GST. In case of any failure on your account, the penalty including interest, if any borne by WCL on ITC, shall be recovered from you.

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3. **Other levies:** Nil

4. **Delivery:** The supply of first four Crushers shall be completed within six months from the date of issue of this supply order. The delivery period shall be reckoned from the 7th day of the order date.

The clearance for supply of rest four Crushers shall be provided after successful performance of above four crushers for a period of six months after the date of commissioning.

Performance report with suitable advice in respect of balance four Crushers shall be given by GM(E&M)/HOD to MM Deptt, WCL. The supply of balance 4 Crushers shall have to be completed within 6 months from the date of clearance to be given by Order issuing Authority.

5. **Transportation & e-way Bill:** By road on freight paid basis. As the delivery of goods by you is on F.O.R. Destination basis, the movement of the goods is to be initiated by you and issue e-Way Bill.

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

7. **Consignee:** Depot Officers of following Regional Stores for respective allocated quantity.

NAME OF THE AREA	CONSIGNEE Address	Quantity Allocation	Supply in first lot	Supply in 2 nd lot
WANI NORTH AREA	Depot Officer, Regional Stores, WCL, Wani North Area, PO: Ukni, Dist: Yavatmal (MS), Pin: 445304, Phone no: 07239-241025	1	1	To be informed after supply and acceptance of 1 st lot
CHANDRAPUR AREA	Depot Officer, Regional Stores, WCL, Chandrapur Area, PO: Durgapur, Dist: Chandrapur (MS), Pin: 442403, Phone no: 07172-265351	1	1	
NAGPUR AREA	Depot Officer, Regional Stores, WCL, Nagpur Area, PO: Sitewara Project, Dist: Nagpur (MS), Pin: 441109, Phone no: 07113-268154	2	1	
BALLARPUR AREA	Depot Officer, Regional Stores, WCL, Ballarpur Area, PO: Sasti, Dist: Chandrapur (MS), Pin: 442701, Phone no: 07173-254145	4	1	

8. **Payment Terms:** 80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made within 21 days after receipt and acceptance of the complete equipment at the project site and acceptance of performance bank guarantee, whichever is later.

Balance 20% payment 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.

EFT Details: As confirmed by you in your offer

Name of Bank	ICICI BANK LTD.
Branch Name & Location	UDIAPOLE, UDAIPUR BRANCH
Account Number	88305500482
Type of Account	CURRENT
IFS Code of the Branch	ICIC0000883

9. **Paying Authority:** General Manager(Finance), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur – 440 001 (M.S.)

10. **Submission of Bills:**

For 80% Payment.

- (i) GST compliant Invoice enabling WCL to avail ITC on GST paid.
- (ii) Packing list in original giving details of bill of materials, if applicable.
- (iii) Consignment note / RR/ LR in original.
- (iv) Warranty / Guarantee certificate.
- (v) Performance Guarantee (PBG)
- (vi) Price certificate & price fall certificates
- (vii) Any other document indicated elsewhere in the order.

For 20% payment:

- Pre-receipted and stamped Invoice for 20% value of the equipment and accessories along with the commissioning certificate from the concern Area GM / HOD (tech) of WCL HQ.

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• However, if the item is not put to use by the project within 120 days from the date of receipt and acceptance, balance payment of 20% amount will be released on submission of Pre-receipted and stamped Invoice for 20% value of the equipment and accessories.

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

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12. Security Deposit: You shall furnish a security deposit in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% value of the awarded contract Landed value, inclusive of Tax, i.e.

Rs.1,26,45,588.00 (Rs. One Crore Twenty Six Lakhs Forty Five Thousand Five Hundred Eighty Eight only) within 15 days time from the date of supply order. Security deposit money will be refunded to you within 30 days from the date of satisfactory execution of the contract. Security deposit may be converted into Performance Bank Guarantee (PBG) as per NIT provisions.

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 per Annexure-C) 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	ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJWAL KATI, Ph no: +91-712-6627389

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

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

For ready reference and updating of BG in WCL portal, it is necessary that BG issuing /amending bank send the BG advice in the form of message format 760COV/767COV via SFMS(Structured Financial Messaging System) as follows:

Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

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.

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

13. (a). Performance Bank Guarantee: You shall furnish PBG valid for 18 months from the date of receipt and acceptance of the materials to cover the Guarantee / Warranty period for 10% of the order value of the equipment (along with accessories) i.e., FOR destination price of the materials on the order.

No payment will be made without submission of the confirmed performance bank Guarantee. Also refer Performance Guarantee in details and availability guarantee and penalty clause at sl.no. 16,17 & 19 of Annexure-A. 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 are as indicated above in clause no.12. Security Deposit.

(b).1. The Crusher shall be capable of giving the guaranteed output size (-) 100 mm at 95% (Min.) of its output.

(b).2. The machine shall be guaranteed to give the rated output of 400 TPH (Average) within the parameters of the output size and mix as indicated above.

(c). Availability Guarantee :

a-The Crusher shall have a guaranteed availability of not less than 85%.

b-The availability shall be calculated as follows :-

$$\text{Availability} = \frac{\text{Available Hrs} - \text{Down Time}}{\text{Available Hours}} \times 100$$

c- Available hours to be considered is 24 hours per day.

d- Down time is : Maintenance hours + Breakdown hours.

14. Liquidated Damages Clause:

In the event of failure to deliver the stores within the stipulated date / period in accordance with the samples and / or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Limited and / or its subsidiary Companies should have the right :-

a. To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the price of the store which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in Arrears limited to 10 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.

b. To purchase from elsewhere, after due notice to the successful tenderer, on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or

c. To cancel the supply order or a portion thereof, and if so desired, to purchase the store at the risk and cost of the defaulting supplier and also-

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

e. To forfeit security deposit in full or part.

f. Whenever under the contract a sum of money is recoverable from and payable by the supplier, Western Coalfields Limited, 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, with Western Coalfields Limited. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay to Western Coalfields Limited, on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

15. Risk Purchase Clause:

In the event of failure of the supplier to deliver or dispatch 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, Coal India Ltd. or its Subsidiary Companies 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. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. and also in any other Subsidiary Companies/CIL.

Risk purchase action may be initiated under any of the following conditions:

- I. When the supplier fails to deliver the materials even after the delivery period is extended on several occasions, on request from the supplier.
- II. When the supplier fails to respond to purchaser 's request for supply of the materials and fails to provide any reason which is considered to be genuine, for the delay in supply.
- III. When in the judgment of the purchaser the supplier is unable to execute the order due to various reasons.
- IV. When the materials are urgently required and the supplier fails to deliver the materials within the extended/original delivery schedule.
- V. When the supplier breaches any of the terms and conditions of the supply order and as a result fails to execute the order satisfactorily

16. Price Certificate: As undertaken by you in your offer you have to certify on the supplies bill that "we have not offered the same products at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU. In case we offer the lower prices for same items under similar terms within the validity of this offer to ministry/department of the Govt. of India or a PSU, we undertake to notify such reduction to the buyer and the same will also be applicable against this order."

17. Price Fall Clause: As undertaken by you in your offer that you have not supplied/is not supplying similar product/systems or subsystems at a price lower than that offer in the present bid in respect of any other

Ministry/Department of Govt. of India or PSU and if found at any stage that similar product/systems or subsystems was supplied by the bidder to any other Ministry/Department of the Govt. of India or PSU at a lower price than that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the bidder to buyer, if the contract has already been concluded

17. Force Majeure Condition

If the execution of the contract/supply order is delayed beyond the period stipulated in the contract supply order as a result of outbreak of hostilities, declaration of an embargo or blockade or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God Then Western Coalfields Limited may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the Coal India Limited and its subsidiary companies, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

- The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation of such force majeure conditions. In the event of delay lasting out of force majeure, WCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
- For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither WCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

18. Installation & Commissioning: The equipment shall be installed & commissioned by WCL. You shall have to provide technical supervision only for carrying out installation & commissioning work.

The supply order is issued with this acceptance. You are requested to acknowledge receipt of this order and arrange immediate supply.

(Sanjay Pawar)
Sr. Manager(MM)

(K.S. Divakar)
Chief Manager (MM)

- Encl :** 1. Technical Specification - Annexure - 'A' (total number of sheets -11)
2. General Terms & Conditions - Annexure - 'B' (total number of sheets-6)
3. Security Deposit /Performance Bank Guarantee format - Annexure - 'C' (total number of sheet-1)
4. Integrity Pact -ANNEXURE-E (total 8 sheets)

Budget Certification No. WCL/CAP/CHP-P&M/2020-21/12/03/152 Dated: 09.07.2020 for Rs.12,64,55,880/- (Rs. Twelve Crores Sixty- Four Lacs Fifty- Five Thousand Eight Hundred Eighty) only

Allocation & Indent Ref:

Sl.No.	Area	Allocated Unit	indent Ref
1	Nagpur	Bhanegaon-Singhori	A5021
2	Nagpur	Gondegaon-Ghatrohan	A4868
3	Wani North	Kolar-Pimpri	A5108
4	Chandrapur	Bhatadi Expension	A4867
5	Ballarpur	Pauni-ii	A5115

Copy to :

- GM(E&M)HOD, / GM(Finance)I/C, WCL(HQ), Nagpur.
- Depot Officer, Regional Stores, Wani North / Chandrapur / Nagpur / Ballarpur Area.
- CGM(P&P), WCL(HQ), Nagpur.
- SO(E&M), Wani North / Chandrapur / Nagpur / Ballarpur Area
- Sr. Manager (Finance)CB / Cash/CP, WCL(HQ), Nagpur.
- Chief Manager(Finance)Exp. WCL(HQ), Nagpur
- Sr. Manager(MM/Admn.), WCL(HQ), Nagpur – The total value of the order is Rs. 12,64,55,880/- only

COPY TO IEMs:

- A.K. Mohapatra, IFS (Retd.), Flat No.201, Majusha Manor, Plot no. N3/382, IRC Village, Bhubaneswar-751015
- Dr.(Ms) Nivedita P. Haran, IAS(Retd),23, IFS Villas, P-6, Builders Area, Greater Noida - 201310

(Sanjay Pawar)
Sr. Manager(MM)

(K.S. Divakar)
Chief Manager (MM)

Annexure A

TECHNICAL SPECIFICATIONS

Specification Parameter *	Unit of Measure *	Accepted value *
1.0 - 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, having following accepted features:		
2.0- QUANTITY TO BE SUPPLIED:	SET	8
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 tons/50 tons capacity directly at its maximum discharge rate and break it to (-) 100mm x (-) 100mmx(-) 100mm. The equipment should be rated for continuous duty.	NA	AGREE
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.	NA	AGREE
3.3- Arrangement to discharge 2nd stage product to further conveying system.	NA	AGREE
3.4 - Two stage crushing system of equipment should be an integrated unit having double roll crusher in secondary unit.	NA	AGREE
4.0.-MACHINE OUTPUT CAPACITY :	NA	AGREE
The machine shall be capable of giving following outputs :	NA	AGREE
Average: 400 TPH at (-)100 x(-)100x(-)100 mm on four hourly basis	NA	AGREE
Hopper: 30 CUM (Min.)	NA	AGREE
5.0-OPERATIONAL DATA :	NA	AGREE
5.1-ENVIRONMENTAL CONDITIONS :	NA	AGREE
i) Altitude (above MSL) : Up to 1000 m	NA	AGREE
ii) Ambient Temperature : 50° C (Max.)	NA	AGREE
iii) Humidity (Max.) : 100%	NA	AGREE
iv) Atmosphere : Dusty (Mostly coal dust)	NA	AGREE
5.2-MATERIALS SPECIFICATION :	NA	AGREE
i) Material : Bituminous coking and non-coking coal	NA	AGREE
ii) Shale/sand stone: 15 – 20%	NA	AGREE
iii) Inherent moisture : 10 – 15%	NA	AGREE
iv) Maximum size of infeed : 1200 x 1200 x 1200 mm	NA	AGREE
v)Average Density of materials : 1100 Kg per Cubic Meter	NA	AGREE
vi) Comp. Strength : 400 – 800 Kg per Sq.cm.	NA	AGREE
vii) Abrasiveness : Fairly abrasive	NA	AGREE
5.3-Power supply :	NA	AGREE
i) Voltage : 445 Volt ± 6%	NA	AGREE
ii) Phases : Three	NA	AGREE
iii) Frequency : 50 Hz	NA	AGREE
iv) Neutral : Solidly earthed	NA	AGREE
6.0-CONSTRUCTION OF HEAVY DUTY FEEDER BREAKER :	NA	AGREE
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	NA	AGREE
6.1-FRAME :	NA	AGREE
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.	NA	AGREE
b-The frame shall also have provision to mount associated components for driving the crusher roll.	NA	AGREE
6.2-Hopper :	NA	AGREE
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.	NA	AGREE
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.	NA	AGREE
6.3-FEEDER BREAKER:	NA	AGREE
a-The feeder breaker should be of single roll designed for easy pick replacement.The	NA	AGREE

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dated: 11.07.2020 on M/s Roljack Asia Ltd

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.	NA	AGREE
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.	NA	AGREE
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.	NA	AGREE
e-An arrangement for spraying water on the picks shall be provided to keep them cool.	NA	AGREE
6.4-Breaker Plate :	NA	AGREE
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.	NA	AGREE
6.5-Chain Conveyor :	NA	AGREE
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.	NA	AGREE
b-The conveyor shall be provided with hydraulic/grease chain tensioning device with tension equalizing arrangement.	NA	AGREE
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.	NA	AGREE
6.6-Rock Breaker Attachment :	NA	AGREE
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.	NA	AGREE
b-The moil point of the rock breaker shall be so designed as to impart concentrated energy to the material being broken.	NA	AGREE
c-The moil point shall be made of material, which can give long life of operation.	NA	AGREE
d-The rock breaker shall be provided with precision controls for its effective operation.	NA	AGREE
7.0-DRIVE UNITS :	NA	AGREE
7.1-Drive for Crusher Roll :	NA	AGREE
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.	NA	AGREE
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.	NA	AGREE
c-The make of the gear box shall be Elecon/FMG/New Allenbury works/Greaves/Shanti.	NA	AGREE
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.	NA	AGREE
7.2.0-Drive for Chain Conveyor :	NA	AGREE
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.	NA	AGREE
b-The chain conveyor drive shall be reversible type. It shall be complete with all accessories.	NA	AGREE
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/FMG/New Allenbury works/Greaves/Shanti	NA	AGREE
7.3-Rock Breaker Drive :	NA	AGREE
a-The rock breaker attachment will be operated by hydraulic drives.	NA	AGREE

b-The oil used shall be of high quality and which is easily available indigenously.	NA	AGREE
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.	NA	AGREE
8.0-STARTERS FOR DRIVES :	NA	AGREE
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.	NA	AGREE
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.	NA	AGREE
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.	NA	AGREE
d-For mechanical drive of the chain conveyor the starter shall be reversible type.	NA	AGREE
e-The enclosures of the starters shall be dust and vermin proof and shall withstand the outdoor environmental conditions.	NA	AGREE
f-The starter panels shall be provided with incoming and outgoing cable entry boxes suitable for PVCDWA copper cable conforming to IS:1554 Part-I.	NA	AGREE
g-The starter panel will be housed in an out-door kiosk.	NA	AGREE
8.1-Interlocking of starters for sequence operation :	NA	AGREE
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.	NA	AGREE
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.	NA	AGREE
9.0-OPERATOR'S CABIN :	NA	AGREE
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 break 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.	NA	AGREE
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.	NA	AGREE
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.	NA	AGREE
d-The operating handles for the hydraulics shall also be feather touch type and mounted inside the operator's cabin.	NA	AGREE
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.	NA	AGREE
f- Flood light on anti vibration mountings shall be fitted on the roof of the cabin with adjustment to illuminate the crushing zone.	NA	AGREE
10.0-SCOPE OF SUPPLY FOR DOUBLE ROLL SECONDARY CRUSHER	NA	AGREE
a-Double roll crusher complete with motor, pulleys and V-belt and accessories required for safe and efficient operation.	NA	AGREE
b- Tools and tackles for dismantling assembly and maintenance - 1 set	NA	AGREE
c- First fill of oils, grease and lubricants - as required	NA	AGREE
d- Drawing, erection & operating instructions, maintenance manual and spare parts catalogue - 3 sets	NA	AGREE
e- Foundation bolts - 1 sets	NA	AGREE
f- Foundation plan along with load data - 3 sets	NA	AGREE
g- Complete layout drawing of equipment as an integrated unit.	NA	AGREE
h- Expert services of supplier personnel for installation, commissioning and repair etc. including training of site personnel.	NA	AGREE
11.0 - DESIGN CONSIDERATIONS:	NA	AGREE
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.	NA	AGREE
11.2 - The crusher shall be able to start in full load condition.	NA	AGREE

12.0- CONSTRUCTIONAL FEATUTES:	NA	AGREE
12.1. BASE FRAME:	NA	AGREE
12.1.1. - It shall be fabricated from heavy steel plates and structural sections to withstand heavy shocks and loads.	NA	AGREE
13.1.2 - Suitable holes shall be provided in the base frame for fixing the crusher on beams / coloumns by foundation bolts.	NA	AGREE
13.0. HOUSING:	NA	AGREE
13.1. Both the crusher rolls shall be accomodated in a single housing	NA	AGREE
13.2. The crusher shall be of double roll type	NA	AGREE
13.3. The crusher housing shall be made of suitable stiffened heavy steel plates	NA	AGREE
13.4 Replacement wear resistant liner plates shall be fitted at the crushing zones.	NA	AGREE
13.5. The housing shall be provided with necessary inspection doors	NA	AGREE
13.6 The housing should be designed that it is easy to dismantle and assemble.	NA	AGREE
14.0. Crusher Rolls	NA	AGREE
14.1. Type of Crusher Roll: Axial segmented / circular segmented type or integral roll type	NA	AGREE
14.2. Material of construction:	NA	AGREE
(a) In case of segmented type : 12 to 14% Mn. Steel or chrome molybdenum steel of suitable composition	NA	AGREE
(b) In case of integral roll type : To be casted from high alloy steel of equivalent strength	NA	AGREE
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	NA	AGREE
14.4. The dia and width of roll shall be such that it can deal with the largest lump size specified.	NA	AGREE
14.5 The crusher rolls should be statically and dynamically balanced.	NA	AGREE
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.	NA	AGREE
14.7 The segmented rolls / rings shall be mounted on suitably designed spider or rotor for fast replacement and maintenance.	NA	AGREE
15.0 SHAFTS:	NA	AGREE
15.1. The shafts shall be made of high strength alloy steel not inferior to C40 steel conforming to IS 1570.	NA	AGREE
15.2. The dia of the shaft shall be adequate to withstand torsion, bending and impact loads under severest condition of operation.	NA	AGREE
15.3. The material of Jack shaft (if used) shall be same as main shaft.	NA	AGREE
16.0 BEARINGS:	NA	AGREE
16.1. Type of bearing used : Heavy duty self aligning spherical roller bearing	NA	AGREE
16.2 The bearings shall be housed in a cast steel plummer blocks	NA	AGREE
16.3. The bearings shall be suitably sealed against ingress of dust and moisture by providing minimum triple lip labyrinth collar with 'O' ring	NA	AGREE
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	NA	AGREE
17.0 GAP SETTING ARRANGEMENT	NA	AGREE
17.1. Crusher rolls shall have arrangement for easy gap setting.	NA	AGREE
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.	NA	AGREE
18.0 LUBRICATION : All lubrication points shall be provided with manually operated / automatic centralized greasing system (motorised)	NA	AGREE
19.0 DRIVE UNIT:	NA	AGREE
19.1. Type of drive : single or dual drive	NA	AGREE
19.2. Transmission - Helical gear box and / or multiple V-belts	NA	AGREE
19.3. The gears shall be rated for a minimum life of 50000 working hours at full load	NA	AGREE
19.4. The gears shall be totally enclosed in dust and leak roof steel enclosure and shall be splash lubricated - the gear unit shall be provided with magnetic drain plug, oil level dip stick etc	NA	AGREE
19.5. In case of V-belt drive, the multiple V-belt shall have adequate service factor to suit the crusher duty	NA	AGREE
19.6. The speed reducer / V-belt shall be of standard, reputed make	NA	AGREE
19.7 Suitable mechanism protection shall be provided against overload	NA	AGREE
20.0. MOTOR	NA	AGREE
20.1. Type of Motor : Squirrel cage induction motor	NA	AGREE
20.2. Operating voltage : 440 Volt \pm 3%, 3ph, 50 Hz	NA	AGREE
20.3. Motor RPM (Syn.) : suitable rpm	NA	AGREE




20.4. Class of duty : S-1 as per IS 325-1996	NA	AGREE
20.5. Starting torque : Not less than 200% of FLT	NA	AGREE
20.6. Type of starting : DOL	NA	AGREE
20.7. Class of Insulation : Class F with temperature rise limited to Class B	NA	AGREE
20.8. Winding material : Copper	NA	AGREE
20.9. Direction of rotation : Bi-directional	NA	AGREE
20.10. Type of enclosure : TEFC	NA	AGREE
20.11. Degree of protection : IP 55	NA	AGREE
20.12. Type of construction and mounting : IMB 3 of IS 2253-1974 (horizontal foot mounted)	NA	AGREE
20.13. Cable entry: Suitable for PVC DWA mining type cable of required size	NA	AGREE
20.14. Terminals: All winding leads shall be terminated in the terminal box.	NA	AGREE
20.15. Type of coupling (to be used with motor): Direct flexible coupling or belt drive	NA	AGREE
20.16. Standard specification : IS 325-1996	NA	AGREE
21.0. STARTER	NA	AGREE
21.1. Type of starter : DOL	NA	AGREE
21.2. Voltage system : 440 Volt \pm 3% 3Ph 50Hz	NA	AGREE
21.3. KW rating : Suitable for motor	NA	AGREE
21.4. Type of enclosure : NFLP IP-54	NA	AGREE
22.0 CONSTRUCTION	NA	AGREE
22.1. Shall be in two compartments	NA	AGREE
(a) One compartment shall house through going bus bars and off load isolator	NA	AGREE
(b) Second compartment shall house contractors and protective devices	NA	AGREE
(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	NA	AGREE
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.	NA	AGREE
22.3. Through going terminals of bus bar shall be provided with bus bar trunking box with blanking cover	NA	AGREE
22.4. Mounting : Pedestal mounting	NA	AGREE
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.	NA	AGREE
22.6. Isolator: Off load, triple pole reversing type of rating not less than 300A	NA	AGREE
22.7. Utilization category of starter : AC-3 of IS 13947 (Part4/ Sec1)	NA	AGREE
23.0. Contactor details:	NA	AGREE
23.1. Type of contactor: Air break, electromagnetically operated	NA	AGREE
23.2. Nominal current rating of contactor (for AC-3 only): Not less than 2.0 times for full load current	NA	AGREE
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	NA	AGREE
23.4. Make and model of contactor: any CPRI / ERDA tested make	NA	AGREE
24.0 Protections:	NA	AGREE
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%	NA	AGREE
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	NA	AGREE
24.3 Short circuit protection : Through back up HRC fuse	NA	AGREE
24.4. Single phasing preventor : Suitable type	NA	AGREE
24.5 Instruments : Amp. Meter & Voltage meter, of suitable range, with selector switch	NA	AGREE
24.6. Indicating lamps : For ON, OFF and TRIPP indications	NA	AGREE
24.7. Standard specifications: IS 13947 (Part 4/ Sec1)-1993	NA	AGREE
25.0. ACCEPTANCE MAKE FOR BOUGHT OUTS-	NA	AGREE
25.1. For Motor: Alstom/Crompton Greaves/KEC/Siemens/ABB/BB/NGEF/BHEL.	Crompton Greaves / Siemens /ABB	
25.2. For Starter: Andrew Yule/L&T/Siemens/Macneill Engg./Electro-Technica/Mine Line/Sait Mine Line/Volga Prabhu/ABC.	L&T / Siemens	
25.3. For Gear Box: Elecon/Greaves/NAW/FMG/Shanti	Elecon / Greaves / Shanti	
26.0-DUST SUPPRESSION :	NA	AGREE
a-Adequately designed dust suppression system shall be provided near the crusher roll.	NA	AGREE
b-For dust suppression, a fine mist will be created by means of properly designed nozzles.	NA	AGREE
27.0. OTHER TECHNICAL INFORMATIONS	NA	AGREE
27.1. Make/Model of the equipment offered	Crushing Plant : ROLJACK Semi Mobile 400TPH Two stage	

						Crusher Plant Feeder Breaker Model: RFBM500 Double Roll Crusher: RDR500	
27.2. Capacity at (-) 100 x (-)100x(-)100 mm product size (TPH)						400 TPH (-100 mm)	
27.3. KW rating & Make of motor :- a) feeder crusher motor : 162.8 KW Crompton Greaves /Siemens /ABB. b) chain conveyor motor : 44.4 KW Crompton Greaves /Siemens /ABB. c) Double roll secondary crusher motor: 162.8 KW Crompton Greaves /Siemens /ABB Clause 27.3. - KW rating & Make of motor& -a) feeder crusher motor b) chain conveyor motor c) Double roll secondary crusher motor.							
MOTOR KW RATING / MAKE / WEIGHT / FRAME SIZE							
S.NO.	DESCRIPTION	(HP) RATING	FULL LOAD (KW)	MAKE	WEIGHT IN Kg	FRAME SIZE	
1	Motor of Chain Conveyor	60	44.4	Crompton Greaves/ Siemens/ ABB	300	ND225M	
2	Motor of Feeder Breaker	220	162.8	Crompton Greaves/ Siemens/ ABB	650	ND315LX	
3	Motor of power pack (FB)	5	3.7	Crompton Greaves/ Siemens/ ABB	30	ND112M	
4	Motor of Lubricator (FB)	2	1.48	Crompton Greaves/ Siemens/ ABB	20	ND90L	
5	Motor of conveyor (BC-1)	25	18.5	Crompton Greaves/ Siemens/ ABB	150	ND180M	
6	Motor of Double Roll Crusher	220	162.8	Crompton Greaves/ Siemens/ ABB	650	ND315LX	
7	Motor of power pack (DRC)	5	3.7	Crompton Greaves/ Siemens/ ABB	30	ND112M	
8	Motor of Lubrication (DRC)	2	1.48	Crompton Greaves/ Siemens/ ABB	20	ND90L	
9	Motor of conveyor (BC-2)	30	22.2	Crompton Greaves/ Siemens/ ABB	180	ND180L	
TOTAL		569 HP	421.06 KW				
27.4 Full load speed of motor (RPM)-a) feeder crusher motor b) chain conveyor motor c) Double roll secondary crusher motor						1440 RPM	
27.5. Roll speed (RPM)-a) feeder crusher b) Double roll secondary crusher						A.) 250 - 350 RPM. B.) 250 - 350 RPM	
27.6 Dia of roll- a) feeder crusher b) Double roll secondary crusher						2000 MM Feeder Crusher 1400 MM Double Roll Crusher	
27.7. Width of roll (1st stage)						2200 mm	
27.8. Width of roll (2nd stage)						1600 mm	
27.9. Construction details of rolls-a) feeder crusher b) Double roll secondary crusher						A & B.) Thickness 100mm Mechanically Locked with shell.	
27.10 - Drive of secondary crusher - single/dual						Single	
27.11. Weight of crusher without motor (KG)-a) feeder crusher b) Double roll secondary crusher						50 Ton - Feeder Crusher & 60 Ton Double Roll Crusher (+/- 10% Vary)	
27.12. Weigh of motor (KG)- a) feeder crusher motor – 650 KG b) chain conveyor motor – 300 KG c) Double roll secondary crusher – 650 KG							
27.13. Frame size of motor- Motor frames designed as per NEMA (National Electrical motor Association) a) feeder crusher motor –ND315LX b) chain conveyor motor -ND225M c) Double roll secondary crusher-ND315LX							
27.14. Material construction of rolls-a) feeder crusher b) Double roll secondary crusher						Mn Steel Grade 7	
27.15. Material construction of shaft-a) feeder crusher b) Double roll secondary crusher						C 40 Shaft - IS 1570	
27.16. Type, size & make of bearings-a) feeder crusher b) Double roll secondary crusher						A & B) Spherical Roller Make : SKF/FAG 23260 (X2) X2	
27.17 Details of lubrications arrangement a) feeder crusher b) Double roll secondary crusher : Whole plant's Equipment are lubricated by Centralized greasing system, fitted adjacent to Feeder Crusher. Will be guided by time bounded pump to feed the grease in bearings & major friction area at uniform time interval. Make : SKF / Siemens / Equivalent.							
27.18. Details of overload protection and safety arrangement-a) feeder crusher b) Double roll secondary crusher						A&B) Over Current, Earth Leakage, Short Circuit, Single Phasing Protection	

27.19. Details of product size adjustment	Easy hydraulic /Mechanical adjustment - 70 mm to 250 mm	
27.20. Details of reduction Gear Box (if provided)-a) feeder crusher b) chain conveyor c) Double roll secondary crusher	A&B&C) Reduction Gear Box as per Equipment requirement	
27.20.1. Type	Reversible type Helical Gear	
27.20.2. Make	Elecon / FMG / Nord / Bonfiglioli	
27.20.3. Reduction ratio	1 : 20 - 60 Depends on equipment need	
27.20.4. KW rating (thermal)	As per the specification motors total 416 Kw.	
27.20.5 Details of belt drive:	All V - Belts As required by equipment specs Fenner/ Equivalent Make	
27.20.6. Drive pulley diameter (mm)	As per requirement of the equipment	
27.20.7. Machine pulley diameter (mm)	As per requirement of the equipment	
27.20.7. Number of belts	As per the equipment specification	
27.21.0-Any other item/items required for successful installation and commissioning of the system which are not specified in this Order are also to be included.	NA	AGREE
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.	NA	AGREE
29.0-PERFORMANCE GUARANTEES :	NA	AGREE
(i)Output size and capacity Guarantee :	NA	AGREE
a-The crusher shall be capable of giving the guaranteed output size (-) 100 mm at 95% (Min.) of its output.	NA	AGREE
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.	NA	AGREE
30.0-Availability Guarantee :	NA	AGREE
a-The crusher shall have a guaranteed availability of not less than 85%.	NA	AGREE
b-The availability shall be calculated as follows :-	NA	AGREE
c- $\text{Availability} = \frac{\text{Available Hrs} - \text{Down Time}}{\text{Available Hours}} \times 100$	NA	AGREE
d-Available hours to be considered is 24 hours per day.	NA	AGREE
e-Down time is : Maintenance hours + Breakdown hours.	NA	AGREE
31.0. 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.	NA	AGREE
32.0-Performance Bank Guarantee :	NA	AGREE
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.	NA	AGREE
b-The supplier shall ensure that the availability of the equipment over a period of 12 months does not fall below 85%.	NA	AGREE
c-For every one percent fall in availability below 85%, 1% value of the equipment will be deducted.	NA	AGREE
d-In case the fall in % availability below 85% exceeds 10%, the equipment will be rejected out-right and the supplier will have to refund full amount.	NA	AGREE
33.0-INSPECTION: Inspection of the consignment shall be carried out at the destination stores, which will be arranged by the Consignee on receipt of stores.	NA	AGREE
34.0-DOCUMENTS TO BE SUBMITTED ALONG WITH SUPPLIES :	NA	AGREE
a-General arrangement drawing of the offered crusher indicating dimensions and weights.	NA	AGREE
b-Technical Brochures/leaflets in respect of the offered feeder breaker and bought-out	NA	AGREE

items (if any).		
c-Installation, operation and maintenance manual.	NA	AGREE
d-Parts catalog & service manual	NA	AGREE
e-G.A. drawing showing dimensions and weights along with installation instructions.	NA	AGREE

35.0- List of Major Outsourced material and their accepted make: :

S.NO.	DESCRIPTION	MAKE
1	Motor	Crompton Greaves/ Siemens/ ABB
2	Starter	L&T / Siemens
3	Gear Box	Elecon / Greaves / Shanti
4	V- Belt	Eco Drive / Fenner
5	Bearing	SKF/FAG
6	Oil Seal	Emerson/Maxspare India
7	Chain Components	Tata / Hyundai / Kobelco
8	Breaker Bit	Standard Tungsten Carbide tips - AVS Metals Etc.
9	Conveyor Belt	Continental Belting / MRF / Indus Belting

36.-CRUSHING PLANT MODEL: ROLJACK SEMI MOBILE 400 TPH TWO STAGE CRUSHER PLANT :**Technical Feature :**

1. Heavy duty frame design
2. Robust Bearings and seals for smooth operation and to prevent dust contamination
3. High capacities
4. Adjustable Roll setting via hydraulic cylinder
5. Automatic lubrication system
6. Optional bearing temperature and vibration monitoring
7. Easy Maintenance arrangement

Technical specifications:

Sl.No.	Description	Size/Capacity
1	Hopper	75 cu.M.
2	Primary Skid	11 x3.5 Mtr
3	Chain Feeder	2.0 x 11.0 Mtr
4	RFBM 500 Feeder Breaker	Dia=2.0 Mtr, W=2.2 Mtr
5	RDR 500 Double Roll Sec. crusher	Roller Dia=1.4 mtr, W=1.5 Mtr
6	Belt Conveyor BC-1	W=1200mm. L=15 mtr
7	Belt Conveyor BC-2	W=1200mm, L=30 Mtr.

Electrical Power Consumption:

Sl.No.	Description	Power (HP)
1	Feeder Breaker	220
2	Chain Conveyor	60
3	Power Pack (FB)	5
4	Lubrication (FB)	2
5	Conveyor BC-1	25
6	Conveyor BC-2	30
7	Double Roll Crusher	220
8	Power Pack (DRC)	5
9	Lubrication (DRC)	2
Total		569

RECOMMENDED STANDARD SPARE PARTS:**FEEDER BREAKER SPARE PARTS**

S.NO.	DESCRIPTION	UNIT	QUANTITY
1	Breaker Bit	Pcs.	220
2	Roller liner with bit socket	Set.	12
3	Spherical Roller Bearing	Pcs.	2
4	Seal	Set.	9
5	Retaining Ring	Set.	5
6	Chain Conv. Plate Segments	Set.	10
7	Chain, Block Link	Pcs.	152
8	T-Head Cotter Pin	Pcs.	152
9	Filter Element (in tank)	Pcs.	2
10	Suction Strainer	Pcs.	1
11	Vent Breather	Pcs.	1
12	Shuttle Valve	Pcs.	1
13	Filter Element (Charge)	Pcs.	2
14	Temperature Switch, Explosion-Proof	Pcs.	1
15	Pressure Switch, Explosion-Proof	Pcs.	1
16	Speed Monitor	Pcs.	1
17	Bed liner	Set.	1

RECOMMENDED STANDARD SPARE PARTS:**DOUBLE ROLL CRUSHERS**

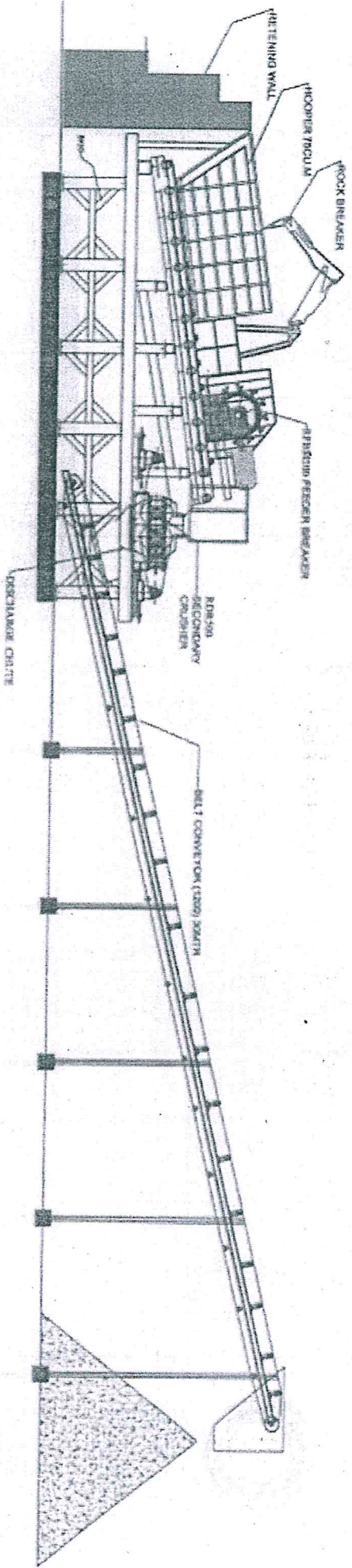
S.NO.	DESCRIPTION	UNIT	QUANTITY
1	Spherical Roller Bearing	Pcs.	2
2	Seal	Set.	8
3	Retaining Ring	Set.	4
4	V-Belt,	Pcs.	3
5	Roll Shell	Pcs.	2
6	Hex Head Cap Screw	Pcs.	48
7	Lock Washer	Pcs.	48
8	Hex Head Cap Screw,	Pcs.	16

GA, Attached:

1. TOP Plan
2. PLANT ELEVATION

11/7/2020

This drawing and the design it covers are the property of ROLJACK ASIA LIMITED. It shall not be reproduced, Copied, exhibited nor used except in the limited way and phrase use permitted by any written consent given by the owners.



S.NO	DESCRIPTION	SIZE
01	HOPPER	7500MM
02	CHUCK CONVEYOR	2 MTR WIDTH, 11MTR LENGTH, 60HP
03	ROLLER FEEDER BELLEMIN	ROLLER 2004, 2 X 2000 WIDTH, 220 HP
04	MOTOR DRIVE ARRANGEMENT	ROLLER DIA 1 2MTR, 2MTR WIDTH, 220 HP
05	ROCKE MOUL SEC. CRUSHER	ROLLER DIA 1 2MTR, 2MTR WIDTH, 220 HP
06	BELT CONVEYOR	2200 MM WIDTH, 2000 MTR LENGTH, 30HP
07	MOTOR DRIVE ARRANGEMENT	110-110 HP



CLIENT: SEMI MOBILE HEAVY DUTY TWO STAGE CRUSHER FOR CRUSHING COAL

REV NO. DATE: 11-11-2019

NO	REVISION	DATE	BY	CHKD
1	ISSUE FOR FABRICATION	11-11-2019		

Roljack Asia Ltd.
 ENGINEERS, PUNJAB INDUSTRIAL AREA, UDAIPUR 311003

MATERIAL: R.I.S.I.E.
 QUANTITY: ALL DIMENSIONS ARE IN MM UNLESS STATED

PRODUCT: PLANT ELEVATION
 TITLE: ELEVATION

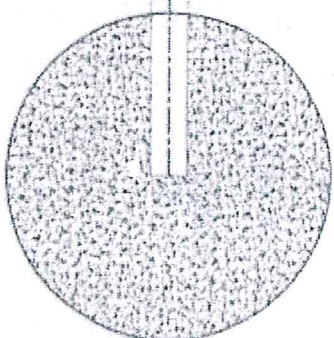
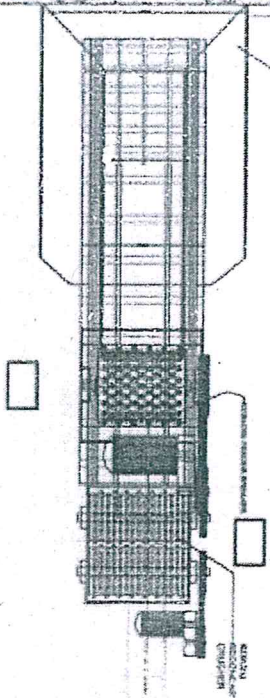
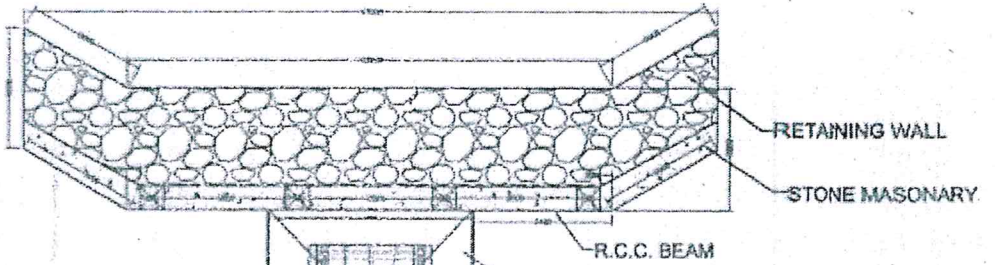
UNIT	QTY	NO	NO	NO	NO	NO	NO	NO	NO
M.M	UP TO 4.00	6	30	120	315	1000	2000	4000	>4000
TOLERANCE M.M	±0.1	±0.2	±0.3	±0.5	±0.8	±1.2	±1.2	±2	±3

DIAMETERS IN FRACTIONS
 DECIMALS IN M.M
 +1/64"
 +0.005"
 +0.100



DRN: RAJESH VYAS
 CHKD: N.T.S.
 SCALE: N.T.S.

DRAWING No. RAJ2019011/05/001



CLIENT: SEMI MOBILE HEAVY DUTY TWO STAGE CRUSHER FOR CRUSHING COAL

REV. NO. DATE: 11-11-2019

DESCRIPTION

Roljack Asia Ltd.
KALADANG, RITCO INDUSTRIAL
AREA UDUPUR 313003

FINISH	TO	FROM	FINISH	TO	FROM
CLEANED	UP TO 100MM	UP TO 250MM	FINISHING	UP TO 6.3MM	
ROUGHING	UP TO 100MM	UP TO 250MM			

ALL DIMENSIONS ARE IN M.M. UNLESS STATED

ORDER	QTY	UNIT	PRICE	TOTAL	UNIT	PRICE	TOTAL
UP TO 4 NC	6	30	120	720	1000	2000	2000
UP TO 6 NC	6	30	120	720	1000	2000	2000
TOLERANCE MM	±0.1	±0.2	±0.3	±0.8	±1.2	±2	±3

MATERIAL :
R.M SIZE :
QUANTITY :

NET WT. :
PROCESS :

PRODUCT: PLANT GA
TITLE: GA
DRN. : RAJESH VIAS
CHKD. : N.T.S

SCALE : N.T.S
DRAWING NO. : RAL2019011/05/001



SIGNATURE :
DESIGNED BY :
CHECKED & APPROVED BY :

Handwritten signature/initials

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

1. Definition; In the interpretation of the Contract and the general and special conditions governing it unless the context otherwise requires:

- a) "Contract" means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.
- b) The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
- c) "CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.
- d) The Chairman – cum Managing Director means Chairman – cum Managing Director of Western Coalfields Limited, Nagpur
- e) The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
- f) The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
- g) The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.
- h) The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
- i) The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
- j) The term PARTICULARS shall mean the following :
 - k) Specification
 - l) Drawing
 - m) Sealed pattern denoting a pattern sealed and signed by the inspector
 - n) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 - o) Trade pattern denoting a standard of the ISI or other standardizing authority of Western Coalfields Limited and / or a general standard of the Industry and obtainable in the open market.
 - p) Proprietary make denoting the product of an individual manufacturer
 - q) Any other details governing the construction, manufacturer and or supply as existing in the contract
 - r) STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
 - s) The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the inspector.
 - t) The term SITE shall 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) Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
 - v) WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
 - w) UNIT & QUALITY means the unit and quantity specified in the schedule.
 - x) SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.
 - y) The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to:
 - a. The consignee at his premises or
 - b. Where so provided the interim consignee at his premises or
 - z) A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
 - aa) The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.

3. Words in the singular include the plural and vice-versa.

4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.

5. Terms and expressions not herein defined shall have the meanings assigned to them in the India Sale of Goods Act 1930 or the Indian Contract, 1872 or the General Clauses Act 1897 and as amended in respect of all the Acts as the case may be.

6 (a) Parties:-

The Parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.

(b) Address to which communications are to be sent

For all purposes of the contract, including arbitration thereunder, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.

7. i. The price quoted shall be either FOR place or Railway station of dispatch, FOR destination. Delivery free to the consignee, FOB or CIF as specified in the invitation to the tender. All offers from countries other than Purchaser's country shall quote on FOB and CIF basis.

ii. In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange element and the Rupee

element for stores to be imported. Sales Tax shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed to be included in the price quoted

The prices should be included of Excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be separately indicated. In case of contracts providing for free delivery to the consignee, octroi charges shall be included where leviable.

iii. The price must be stated separately for each item on unit basis.

iv. When quotations are made for units other than those specified in the enquiry, the relationships should be stated.

v. The prices quoted must be firm and the offers made must remain open for at least four months from the date of submitting quotations unless otherwise specified.

vi. Tender must invariably be submitted along with illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.

vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium-moving, slow moving and insurance spares and the period upto which they are likely to last.

viii. Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations there from in their tender.

ix. Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initialed by the tenderers, failing which their tenders will not be considered.

x. Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and / or its subsidiary companies.

8. (i) Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector / Inspectors unless the articles under tender are of considerable bulk in which case separate arrangement will be made for inspection of the articles offered while considering the quotation.

ii). All samples required for inspection or test shall be supplied by the successful tenderer free of cost.

iii). All samples must be clearly labeled with the tenderer's name, this offer enquiry number and the last date of opening of tender.

9. a) Subletting and Assignment

The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer, assign the contract or any part thereof or interest therein or benefit or advantage thereof in a manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.

h. Change in a Firm

i) Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept as liabilities incurred by the firm under the contract prior to the date of such undertaking.

ii) On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever for compensation against the purchase.

iii) If the contract is not determined as provided in the sub-clause 1.ii above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.

10.(a) Consequence of Breach

Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorise the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as far as applicable shall apply.

b) The decision of Coal India Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.

11. Use of raw materials secured with Government assistance

a. Where any raw material for the execution of the contract is procured with the assistance of CIL and or its subsidiary companies by purchase or under arrangement made or permit, license, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier.

- I. Shall hold such material as trustee of Coal India Limited and / or its subsidiary companies
- II. Shall use such material economically and solely for the purpose of the contract
- III. Shall not dispose of the same without the previous permission in writing of the purchaser; and
- IV. Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or

unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regard to the condition of such material.

b. Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by CIL and / or its subsidiary companies whose decision shall be final.

c. If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to CIL and or its subsidiary companies all money, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.

d. Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and / or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the Government on demand the cost price or market value of all such materials whichever is greater.

- ii. The tenderers in case of imported items, shall clearly mention in the question that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.

13. The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by CIL and / or its subsidiary companies. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and / or its subsidiary company.

14. For orders placed directly on overseas suppliers, the tenderers should separately indicate whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price

Price shall include:

- a. The service that will be rendered by them as manufacturer's agent
- b. The name and address of agents, if any, in India, and
- c. The agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India

15. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender of supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.

16. Earnest Money/ Security Money:

a) The value of Earnest Money to be deposited by the tenderer should be **2% (Two Percent)** of the value of the estimated cost tendered for or **Rs.10,00,000/-** (Rupees ten Lakhs only) **whichever is lower.**

Earnest Money Deposit (EMD) should be in the form of Demand Draft drawn in favour of " Western Coalfields Limited" payable at Nagpur and must accompany the quotation ie **PART – "A" of the bid**. For unsuccessful tenderer, EMD shall be refunded immediately after finalisation of the tender. EMD shall be forfeited if any tenderer withdraw their offer before finalisation of the tender or fails to submit order acceptance within 15 days from the date of order.

b) In case of Security Deposit , two weeks time (15 days) shall be given in the order to the successful tenderer to furnish the security deposit. In case the firm fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them.

The value of Security Money to be deposited by the successful tenderer in the form of **Bank Draft / Bank Guarantee of any scheduled bank** shall be **10% (Ten Percent)** of the value of the awarded contract (**LANDED VALUE**) without having any ceiling.

For successful tenderer, Security Money will be refunded to the firm within 30 days of satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

Security Money may be converted into Performance Bank Guarantee (PBG) wherever PBG required. However, in such case the amount of PBG should not be less than **10% (Ten percent)** of **landed value of order**.

c) Valid **DGS&D / NSIC** registered (**for the tendered items**) firms on producing documentary evidence i.e. **NOTARISED complete photocopy of valid DGS&D / NSIC registration certificate** are exempted from submission of EMD / security Deposit. However, NSIC registered firms shall be exempted from Security Deposit only upto their monetary limit, if any, indicated in the registration certificate. In case value of order placed is above such monetary limit indicated in the registration certificate, the successful tenderer have to furnish the security deposit in the form of Bank Draft / Bank Guarantee of any schedule bank for 10% of the order value over such monetary limit. DGS&D registered firm shall be exempted from submission of EMD / Security deposit on the basis of guidelines of DGS&D provided in DGS&D website in this respect.

d) State / Central Govt. organization / PSUs are exempted from submission of EMD / Security deposit.

e) WCL Ancillaries (**for the tendered items**) are exempted from payment of Earnest Money / Security Deposit.

f) For procurement value less than Rs. 1,00,000/- no earnest money / security deposit will be required.

a. Inspection and Rejection

Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The stores supplied shall be in accordance with specification unless any deviation is authorised and specified and specified in the contract or supply order or any amendment thereof.

a) Facilities for Test and Examination

The supplier shall, at his own expenses, afford to the Inspector all responsible facilities and such accommodation as may be necessary for satisfying it, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier

b. Cost of Test

The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examination all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector that the supplier has failed to provide the facilities and the means, for test and examination shall be final.

c) Delivery of Stores for Test

The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.

d) Liability for Costs of Laboratory Test

In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to delivery the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the Inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.

a. Method of Testing

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.

b. Stores Expended in Test

Unless otherwise provided in the contract, all stores/materials expended in test will be to suppliers account.

c. Inspector – Final Authority and to Certify Performance

i. The Inspector shall have the power

Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturer.

ii. To reject any stores submitted as not being in accordance with the particulars.

iii. To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory; and

iv. To mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.

e. Consequence of Rejection

If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to "

i. Allow the supplier to resubmit the stores, in replacement of those rejected, within a specified time, the suppliers bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on the account; c :

ii. Purchase or authorise the purchase of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract; or

iii. Cancel the contract and purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser, which shall be final readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause (ii) above or this sub-clause in the provisions of clause 20 shall apply as far as applicable.

l. Inspector's Decision as to Rejection Final

The Inspector's decision as regards the rejection shall be final and binding on the supplier.

(j) Where under a contract, the price payable is fixed on FOR station of despatch basis, the supplier shall, if the stores are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.

(k) Notification of Result of Inspection

Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination shall be notified to the supplier.

(i) Marking of Stores

The supplier shall if so required, at his own expense mark or permit the Inspector to mark all the approved stores with a recognised Government or purchaser's mark. The stores which can not be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.

(m) Removal of Rejection

i. Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.

ii. Such rejected stores shall under all circumstances lie at the risk of the supplier for the moment such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his 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.

17. Inspection Notes

On the stores being found acceptable by the Inspector, he shall furnish the supplier with necessary copies of inspection note duly completed, for being attached to the supplier's bill thereof.

18. Packing and Transport

a. It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.

b. The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods despatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Western Coalfields Limited shall pay for only such stores as are actually received by them in accordance with the contract.

c. All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.

d. Packages must be so marked that identification is made easy. 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'. Weight of each packages will be marked on the package.

e. A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee in advance.

19. Delivery: The time for and the date of delivery of the stores stipulated in the 'Purchase Order' shall be deemed to be the essence of the contract and delivery of the stores must be completed by the date specified.

20. Liquidated Damages :

In the event of failure to deliver the stores within the stipulated date / period in accordance with the samples and / or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Limited and / or its subsidiary Companies should have the right :-

a. To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the price of the store which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the

delivery of such stores may be in arrears limited to 10 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division

- b. To purchase from elsewhere, after due notice to the successful tenderer, on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or
- c. To cancel the supply order or a portion thereof, and if so desired, to purchase the store at the risk and cost of the defaulting supplier and also
- d. To extend the delivery period with or without imposition of Liquidated Damages as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to clause (a) above.
- e. To forfeit security deposit in full or part.
- f. Whenever under the contract a sum of money is recoverable from and payable by the supplier, Western Coalfields Limited, 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, with Western Coalfields Limited. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay to Western Coalfields Limited, on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

21. Force Majeure Condition : If the execution of the contract / supply order is delayed beyond the period stipulated in the contract / supply order as a result of outbreak of hostilities, declaration of any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers' control due to act of God then CIL or its subsidiary Companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the CIL and its subsidiary companies, the contract / supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

22. Inspection : The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of stores, i.e supplies made by the successful tenderer against the supply order mentioned at (15) above, shall be carried out by the Inspector / Consignee at the Colliery site/ stores or by the Inspecting Wing (inclusive of all its branch officer) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.

23. Coal India Ltd and / or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.

24. The supplier shall at all times indemnify CIL and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design, or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design, or Trade Mark being made against CIL and / or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise there from

25. Carrying vessels for Imported Items

In case of machinery imported from abroad, it is preferable that shipment should be affected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account.

26. Freight :

The stores shall be dispatched at Public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure caused to the purchaser.

Where alternative routes exist, CIL and or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the supplier

27. Passing of Property. :

Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee or interim consignee as the case may be in terms of the contract.

28. Laws Governing the Contract.

- i. This contract shall be governed by the Laws of India for the time being in force
- ii. 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 which the acceptance of tender or supply order has been issued.
- iii. Jurisdiction of Courts
- iv. The courts of the place from the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- v. Marking of Stores

The marking of the stores must comply with the requirement of the law relating to merchandise marks for the time being in force in India.

29. Corrupt Practices

1. The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act in relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other with the Purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.

2. Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re- under by the purchaser from the supplier shall be decided by Coal India Limited and its subsidiary companies whose decision shall be final and binding on the supplier.

30. Insolvency and Breach of Contract

a. Coal India Limited and or its subsidiary companies may at any time by notice in writing, similarly determine the contract without compensation to the supplier in any of the following events that is to say -

If the supplier being an individual or if a firm any partner thereof shall at any time be adjudged insolvent or shall have a receiving order or order of administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.

b. If the supplier being a company is wound up voluntarily by the order of a court or a receiver, Liquidating Manager on behalf of the Debenture-Holders is appointed or circumstances shall have arisen which entitles the court or Debenture-Holders to appoint a Receiver, Liquidator or Manager.

c. If the supplier commits any breach of the contract not herein specifically provided for – Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

31. Terms of Payment:

o For all stores, 100% payment should be made on receipt of the consignment at site and acceptance by the consignee as per actual payment term stipulated in the contract. The number and date of Railway receipt, Bill of Lading, Air Way Bill or Consignment Note under which the goods charged for in the bill are dispatched by Railway, ship, Air or Road respectively, and the number and date of the letter with which such Railway Receipt, Bill Lading, Air Way Bill or Consignment Note is forwarded to the consignee should on bill. In the case of stores dispatched by post, the postal receipt should be attached in original to the bill and its number and date quoted therein.

o Payment against the supply orders placed either by the Subsidiary Company of by CIL shall be arranged by the Subsidiary companies, if not specified otherwise. Wherever order is placed by CIL on any foreign supplier involving requirement of more than one subsidiary co., payment shall be arranged by CIL normally through Letter of Credit.

o Payment for 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. The name of the Indian Agent with their full address and the quantum of Agency Commission, if any, payable, shall have to be mentioned in the supply order itself.

o Payment from CIL may also be considered, if felt necessary, by the CIL management, even though order is placed against the requirement of one subsidiary company by CIL.


o Specific payment term may be formulated in accordance with the provision laid down (as applicable) at Chapter – IX of the Purchase Manual.

32. Progress Report

a. 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.

b. The submission, receipt and acceptance of such reports shall not prejudice the right of the purchaser under the contract, nor shall operate 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.


33. All disputes arising out of this contract shall be under the jurisdiction of **Nagpur court** only and as per the "law of the land

 11/7/2020

FORMAT FOR BANK GUARANTEE**Annexure C**

1. In consideration of M/s. Western Coalfields Limited, Nagpur (hereinafter called "The Company") having agreed to exempt _____ (hereinafter called "The said Contractor(s)") from the demand, under the terms and conditions of the agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in said Agreement, on production of bank guarantee for Rs. _____ (Rupees _____ only). We _____ (indicate the name of bank) (hereinafter referred to as "the Bank") at the request of _____ (Contractor(s)) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reasons of any breach by the said Contractor(s) of any terms or conditions contained in the said Agreement.
2. We, _____ do hereby undertake (indicate the name of the Bank) to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s)'s failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ only.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal :
The payment so made by under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We, _____ further agree that the (indicate the name of the Bank) guarantee herein contained shall remain in full force and affect during the period that would be taken for performance of the said Agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the company certified that the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. The guarantee shall remain in force till the _____ the day of _____ 20 _____ and unless a demand or claim under the guarantee is made on us in writing within 3 months from the said date, shall be discharged from all liabilities under this guarantee thereafter.
5. We, _____ further agree with the (indicate the name of the Bank) Company that the company shall have fullest liberty without our consent and without affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) 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 said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or commission on part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in constitution of the bank or the contractor(s)/supplier(s).
7. We _____ lastly undertake not to revoke this (indicate the name of the Bank) guarantee during its currency except with the previous consent of the company in writing.
8. The Bank Guarantee is operational for all purposes at Nagpur Branch, Maharashtra (Branch code -----)
Dated the _____ day of _____ 20 _____

**Signature of the authorised person
for and on behalf of the BANK**

 11/7/2020

PRE CONTRACT INTEGRITY PACT

1. General

This Pre-bid Pre-contract Agreement (hereinafter called the Integrity Pact) is made on 07th day of the month of Oct.2019, between, on one hand, Western Coalfields Limited acting through Sri Rama Kant Mishra General Manager(MM) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assign) of the First Part and M/s. ROLJACK ASIA LIMITED represented by Shri Siddarth Jain, of Designation Director (hereinafter called the "BIDDER/Seller" 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 (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 :-

2. Commitments of the BUYER

2.1 The Buyer undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through Intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitment of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or

inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/Integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the

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- contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
- 3.14 A person signing IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter.
- 3.15 In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.
- 3.16 The Bidder(s) will not enter with the bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3.14 A person signing IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter.

3.15 In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

3.16 The Bidder(s) will not enter with the bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3.17 The Bidder(s) will not commit any offence under the relevant IPC/PO Act, further the Bidder(s) will not use improperly, for purpose 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.

3.18 The Bidder(s) of foreign origin shall disclose the name and address of the agent/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the bidder(s). Further as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

3.19 The bidder(s) will, when presenting their bid, disclose any and all payment made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

4 Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Disqualification from tender process and exclusion from future contracts

If the Bidder(s), before award or during execution has committed a transgression through a violation of section 3, above or in any other form such as to put their reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings"

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 buyer will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provision.

7 Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the buyer obtains knowledge of conduct 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 Chief Vigilance Officer.

8. Sanctions for Violations

8.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required.

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract or any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of the Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a Decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 8.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6 1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 8.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes in this Pact.

9 Fall Clause

9.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry, Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

10. Independent Monitors

10.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Name and Addresses of the Monitors to be given).

10.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

10.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

10.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

10.5 As soon as the Monitor notices or has reason to believe a violation of this Pact, he will so inform the Authority designated by the BUYER.

10.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

10.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

10.8 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10.9 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 valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

10.10 The word 'Monitor' would include both singular and plural.

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 examination.

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.

13. Other Legal Actions

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

14. Other provisions

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

(2) Issue like Warranty / Guarantee etc. shall be outside the purview of IEMs.

15. Validity

15.1 The validity of this Integrity Pact shall be from date of its signing till completion of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period. Any violation of the same would entail disqualification of the bidder and exclusion from the future business dealings.

15.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

15.3 The parties hereby sign this Integrity Pact at Udaipur (Raj) on 07th Oct., 2019

BUYER

Name: Shri C.R. Samantray
Designation: General Manager(MM)
Western Coalfields Limited

Witness

- 1. K.S.R. Diwakar, GM(MM)
- 2. S.Pawar, Sr MM(MM)

(Sanjay Pawar)
Sr. Manager(MM)

For Roljack Asia Limited

BIDDER

Shri Siddharth Jain
Director

Director

Witness

- 1. Rohit (ROHIT)
- 2. Yash (Yash K. Jaiswal)

(K.S. Diwakar)
Chief Manager (MM)

