

**Maharashtra State Mining Corporation Limited
(MSMC)**

Tender Specification No.:

MSMC/Coal/2020/01

Beneficiation of RoM Coal and Supply of Beneficiated Coal
To

Chandrapur, Koradi, Khaperkheda, Nasik, Bhusawal, Parli
& Paras TPSs of MAHAGENCO

Tender Fee: Rs. 100,000/-

Data Sheet

SN	Particulars	Details
1.	Tender No.	MSMC/Coal/2020/01
2.	Type of Bidding	Two part (Technical and Price Bid) domestic Competitive Bidding
3.	Bid Validity Period	180 days from the date of opening of Technical Bid <i>(In case of finalization of the tender likely to be delayed, the tenderers will be asked to extend the same without change in the prices or any of the terms & conditions of the offer)</i>
4.	Contact person and address of Communication	Shri. P. Y. Tembhare, G. M. (Operations), Maharashtra State Mining Corporation Khanikarm Bhawan, Plot No. 7, Ajni Square, Wardha Road, Nagpur – 440 015. Maharashtra, India. Tel # 91-712- 2253204 to 2253207 Fax # 91-712-2253203
5.	Cost of the Bid Documents	Rs. 1,00,000 /- (Rs. One Lac each) only
6.	Bid Document Downloading Start Date	09.12.2020 from 10.00 AM
7.	Pre Bid Meeting	18.12.2020 at 11.00 AM
8.	Last Date for Online Submission of Bid Documents	29.12.2020 upto 05.00 PM
9.	Last Date for submission of Physical copies of Documents	29.12.2020 upto 05.00 PM
10.	Date and time of Opening of Technical Bid	31.12.2020 at 11.00 AM
11.	Opening date and time of Price Bids	To be informed later on

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SECTION-I
INSTRUCTIONS TO BIDDERS

1.1. INSTRUCTIONS:

- 1.1.1. Maharashtra State Mining Corporation, Nagpur, on behalf of MAHAGENCO invites "Online Bid" (through open domestic e-tendering), from the eligible Bidders for Beneficiation of RoM Coal and supply of Beneficiated Coal (Washed Coal) to various TPS of MAHAGENCO as per the delivery schedule on the terms and conditions specified in this document.
- 1.1.2. The Notice Inviting Tenders (NIT) shall be available for download as per schedule mentioned under the Data Sheet.
- 1.1.3. Bidders shall submit their offers online at <https://mahatenders.gov.in> and also in physical form as prescribed in Clause 1.2. **It is mandatory for the Bidder to submit the offer in both mode i.e. "Online Bid" and "Physical Bid". In case of non-receipt of any of "Online Bid" and/or "Physical Bid" within the prescribed schedule, such incomplete Bids shall be ignored summarily.**
- 1.1.5. The "Physical Tender" should be sent by Regd. Post A.D./ Speed Post / Courier only. Hand delivery of "Physical Tender" is not allowed. Telegraphic/ FAX/ Telex message Bids will not be accepted under any circumstances. However, Bidders may submit documentary evidence of dispatching the physical documents as per the Bidding documents within the given time period.
- 1.1.4. The "Physical Tender" received after the hour and the date, so fixed above, will not be considered and no further correspondence will be entertained in such matter.
- 1.1.5. Bidder's authorized representatives (up to two persons only) may attend the Bid Opening. The Technical Bids will be opened on the due date and the Price Bids of the qualified Bidders will be opened at later date, which will be intimated to the qualified Bidders.
- 1.1.6. In case, the scheduled date of opening of Bids happens to be a holiday, the bid shall be opened on the next working day.
- 1.1.7. At the time and date notified for opening of the tenders, the Technical Bids will be opened and the bids, which do not contain Tender Fee and Bid Guarantee for Earnest Money Deposit of the requisite amounts, will be disqualified and will be rejected outright.

1.2. PREPARATION OF THE BIDS AND SUBMISSION:

- 1.2.1. Tender Specification and Bidding Documents may be downloaded from the Website <https://mahatenders.gov.in> (for viewing, downloading & on-line submission)
- 1.2.2. Bidders shall submit their tenders through e-tendering. The "Online Bids." and "Physical Bids" shall be submitted as prescribed below. Bidder should understand the e-tendering

procedure thoroughly and then fill up/ submit the bids. No excuse of insufficient knowledge of e-tendering process shall be accepted.

1.2.3. Any deviation/ modification/ discrepancy between the Data/Details/ Documents of the bids submitted by the Bidder in the "**Online Bids**" and the "**Physical Bids**" is not allowed and would be liable for rejection. No further communication in the matter shall be entertained.

1.2.4. Submission of "**Online Bids**"

- a) For submission of "**Online Bids**", Bidders are required to obtain Digital Signature Certificate (meant for e-tendering) by authorized agencies. Only the bidder, in whose name the Digital Signature Certificate / Registration is obtained, can submit the "**Online Bids**". Further the same shall not be transferable.
- b) Bidders shall fill-up, submit "**Online Bids**" in the formats provided in the Bidding Documents. Bidder shall also upload the required documents as prescribed in Clause 1.2.6.
- c) Bidder shall make online submission of the scanned copies of its documents submitted as part of submissions made in physical copies.

1.2.5. Submission of "**Physical Bids**":

- a) Physical copies of the requisite submissions under Clause 1.2.6 shall be made through a sealed envelope superscripted as "**Physical Bids**" along with Tender Details and also the details of the Bidder and its proposal number.
- b) Bidders shall submit **Two Copies** of their "**Physical Bids**" in two separate envelopes before the scheduled time and date of submission.
- c) Each copy of envelope for Physical Submission of Bids shall contain following two envelopes :
 - i. The first envelope, superscripted as "**Tender Fee and Earnest Money Deposit**" shall contain the Transaction Receipt towards Tender Fee and an unconditional and irrevocable Bid Guarantee as Earnest Money Deposit (As per Annexure-IV).
 - ii. Second envelope superscripted as "**Technical Bid**", shall contain the documents as required under Clause 1.2.6 duly filled, signed and sealed by the Bidder's Authorised Signatory along with other required Annexures attached with this Document.
- d) On the Scheduled Date, envelope containing "Tender Fee and EMD" will be opened first, followed by the "**Technical Bid**" envelope. Bids which do not contain payment

of Tender Fee and/or Bid Guarantee for the payment of Earnest Money Deposit, as per the prescribed format may be rejected and MSMC may choose not to open "Technical Bid" envelopes of those Bids.

- e) Additionally, Bidders are not required to submit their Price Bids as part of their "Physical Bids", the same shall be submitted as part of "Online Bids" in case the bidder submits its Price Bid as part of its "Physical Bid" the Bid will be rejected summarily.
- f) Bids shall be fully in accordance with the requirement of this document and the Specifications attached thereto.
- g) All information in the bid shall be in English only; Erasures and other changes shall be accompanied with the initials of the person signing the Bid.

1.2.6. Submission of the Required Documents:

Tender specification warrants the submission of several documents to ascertain that Bidder meets the Minimum Qualifying Requirements and other technical and commercial requirements prescribed in the tender specification. Bidder shall therefore understand the requirements and submit the documents strictly as prescribed below. Any deviation to this is liable for disqualification of the bids/ bidder.

Tender Reference	Particulars of Documents	On-Line	Physical Submission
Clause no. 1.3.1	Online Payment of Tender Fee of Rs. 1,00,000/- only	Pay Online Fee	Transaction Receipt
Clause no. 1.3.2	Bank Guarantee of Requisite amounts towards EMD	Scan and Upload	Original DD/BG
Clause no. 1.5.2	Documents related to ownership / leasehold rights of beneficiation plant / washery undertaking the beneficiation of coal from South Eastern Coalfields Limited, Western Coalfields Limited and Mahanadi Coalfields Limited.	Scan and Upload	Copies duly signed by Authorised signatory
Clause no. 1.5.2	Details and documents for own private Railway siding or tied up with other Railways siding for dispatch of coal.	Scan and Upload	Original

Clause no. 1.5.2	Details of past experience in Beneficiation of Coal and Supply of Washed Coal in the last three financial years (i.e. from 2017 -18, 2018-19, & 2019-20) showing order wise details of ROM Coal quantity washed, quantum of washed coal, details of washing technology used , grade and yield of the Coal etc. together with the name, address and Fax/Tel No. of the Customers	Scan and Upload	Original
Clause no. 1.5.2	Experience Certificates from the customers for the satisfactory Performance in original	Scan and Upload	1 Copy of each
Clause no 1.5.3	Copy of audited financial statements for the last three financial years (i.e. 2017 - 18, 2018-19, & 2019-20), Bank Credit Limits references of the bidder	Scan and Upload (Optional)	1 Copy of each document
Annexure-I	Bidder's Details and Technical Bid	Scan and Upload	1 Print Out of the Annexure-I duly signed, sealed along with attachment
Annexure-II	Schedule of Experience	Scan and Upload	1 Print Out of the Annexure-II duly signed, sealed
Annexure-V &VI	Price Bid For Beneficiation (Washing) of Coal	Bidding Document Annexure-V & VI (to be Filled Up)	Not to be Submitted in Physical Bid
Annexure-VII	Price Bid Format for Various Distances	Bidding Document Annexure-VII (to be Filled Up)	Not to be Submitted in Physical Bid
Annexure-VIII	Price Bid For Washery Rejects	Scan and Upload	Not to be submitted in Physical Bid

Annexure – IX	Price Bid Format for Bid Evaluation	Scan and Upload	Not to be submitted in Physical Bid
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All information in the bid shall be in English only; Erasures and other changes shall be noted over the initials of the person signing the Bid.

1.3. TENDER FEE AND BID GUARANTEE/ E.M.D.

1.3.1. The bidder shall pay a non-refundable tender fee of Rs. 1,00,000/- (Rupees One Lac Only) on the payment gateway provided while submitting the tender on <https://mahatenders.gov.in>.

1.3.2. Earnest Money Deposit (EMD) shall be furnished by the Bidder in proportion to the quantity offered by the Bidder at the rate of Rs. 30 Lakh for each One Million Metric Tonnes quantity offered. The EMD shall be paid by way of an unconditional and irrevocable acceptable Bank Guarantee, in the form of the proforma as per Annexure-IV, from any of the following :

- (1) All Indian Nationalized Banks including Public Sector Banks
- (2) All Scheduled Private Sector Banks,
- (3) All Scheduled Commercial Banks

1.3.3. The initial validity of the above Bank Guarantee shall be at least for 180 days from the scheduled date of opening of Technical bid and the same shall be extended as may be required. Bids with Bank Guarantee of shorter period may be rejected.

1.3.4. Any bid not accompanied by Tender Fee and Bid Guarantee of the amount specified in clauses 1.3.1 & 1.3.2 or of less than the amounts specified in the above clauses shall be disqualified.

1.3.5. After issue of Letter of Intent (LoI) by MSMC, bidder has to submit the acceptance of LoI and Security Deposit-cum-Performance Bank Guarantee (SD-cum-BG) as per format of MSMC [Annexure-X] which shall be submitted to MSMC. Bidder has to Security Deposit-cum-Performance BG within 15 days from the date of issue of LoI along with acceptance of LoI. After lapse of 15 days, if Successful Bidder not submitting SD-cum-BG, RPAD notice will be issued to the Successful Bidder mentioning that on failing to submit SD-cum-BG within next 07 days from the date of issue of RPAD notice, the EMD will be forfeited. However, MSMC at their discretion may decide and extend the time for submission of SD-cum-PBG.

- 1.3.6. In case, Successful Bidder does not respond within notice period or withdraws its offer, its EMD shall be forfeited and such Bidder will be banned from participating in MSMC's tenders for the period of one year.

Detailed order shall be issued only after submission of Security deposit-Cum-Performance Bank Guarantee. The Contract Agreement unless otherwise agreed to shall be signed by the Successful Bidder within 30 days from the date of Detailed order at MSMC's office on the date and time mutually agreed upon. The EMD of the Successful Bidder will be returned only after furnishing of Security Deposit – cum- Performance bank Guarantee and signing of the Contract Agreement.

- 1.3.7. EMD of unsuccessful bidders shall be refunded on finalization of the Tender i.e. acceptance of the Tender of Successful Bidder and submission of SD by the Successful Bidder. The BG/ EMD will be returned to the respective Bidders on their request along with original money receipt of MSMC towards EMD and advance stamped receipt of the same amount.
- 1.3.8. No interest shall be payable on Bid Guarantee and the Earnest Money Deposit.

1.4. SIGNATURE ON BIDS:

- 1.4.1. The "On-Line Tender" shall be submitted with the Digital Signature Certificate (meant for e-tendering) of the Authorized Signatory of the bidder. The authorization shall be evidenced by way of Power of Attorney Executed by bidder in favour of the Authorized Signatory. The "Physical Bid" must contain the name, designation and place of Business of the person with Phone and Fax Nos. of persons making the bid and must be signed and sealed by the Bidder with his usual signature by the same person submitting the "Online Bid"
- 1.4.2. Each page of the Technical Bid of Physical Bid has to be numbered consecutively, signed and sealed.

1.5. Minimum Qualification Requirements

The bidder bidding on his own on a joint venture/ consortium with not more than two members. A party cannot submit multiple bids. No bid shall be accepted in the event where any of the successful bidders who has been awarded work under Tender No. MSMC/Mining/2019/07 and/or its related party / affiliate/ associate has submitted bid. An affidavit cum undertaking to this effect shall be submitted by the bidders along with the bid.

Technical Criteria

To qualify technically, Bidders shall satisfy all the following minimum threshold criteria.

- 1) The Bidders (JV Partner / Consortium) shall have own beneficiation plant with renowned technology for wet beneficiation of raw coal such as JIG or Heavy media or Dense Media or FBC Technology.
- 2) The Bidder (JV Partner/ Consortium) shall have own beneficiation plant located in vicinity of atleast one of the three subsidiaries i.e. South Eastern Coalfields Limited, Western Coalfields Limited and Mahanadi Coalfields Limited from where the FSA has been allotted to MAHAGENCO.
- 3) The Bidder should have own private Railway siding or should have tied up with other Railways siding for dispatch of Coal. The railway siding should be approved for Coal dispatches. The Railway approval for the siding for dispatch of coal shall be treated as approval for loading Rakes with 'C' priority. The railway siding can be goods shed siding for loading of Washed coal to MAHAGENCO TPS.
- 4) All the Bidders must have executed the work of lifting and beneficiation of an average quantity of 0.50 Million Metric Tonnes per annum (0.50 MMTPA) of RoM coal and supply of beneficiation coal (Washed Coal) in the last three Financial Years (2017-18, 2018-19 and 2019-20) to any state electricity Board or Central Government owned Company or any State owned company or supply to independent power producer (IPP) (not captive) of which the Bidder shall have experience of average quantity of 1.00 MMTPA exclusively for state electricity Board or Central Government owned Company.

The Bidder shall have to indicate the beneficiation work carried out in the last three years in (i.e. 2017-18, 2018-19 and 2019-20) in Annexure-III showing the details of customers, Year-wise Quantity of Raw Coal lifted, washed and dispatches by Rail along with the Washing technology deployed for the same.
- 5) The Bidder must have supplied beneficiated coal to any state electricity Board or Central Government owned Company or any state owned company or supply to independent Power Producer (IPP)(not Captive).The Bidder should have executed the contracts successfully to the satisfaction of the order placing party without any default.
- 6) The Bidder shall have to submit the experience/performance certificate(s) in original in this regard. The experience / performance certificate(s) should reflect minimum quantities as stated above for minimum qualifying criteria. Bidder should submit the following documents as supportive evidence;

1. If the railway siding is owned by the bidder :

- a. Final siding Agreement with the Indian railways.
 - b. Rail Transport Clearance issued by the Indian railways.
 - c. Any other supporting documents required to establish/ use of the siding for the project.
2. If the railway siding is not owned by the bidder :
- a. Valid lease Deed/ Agreement with the owner of the siding or No Objection certificate from the owner of siding as per Annexure - XII.
 - b. Rail Transport Clearance issued by the Indian railways.
 - c. Any other supporting documents required to establish/ use of the siding for the project.

Note .

- 1) Bidder shall have to submit Capacity of beneficiation plant, quantity of beneficiation presently being carried out for the FSA linked consumers and the spare capacity.
- 2) The bidder should have a minimum installed capacity of 1.00 MMTPA washery in any one of the three subsidiaries. Further the Bidder should offer minimum quantity of 0.50 MMTPA from any one of the two subsidiaries i.e. Western Coalfields Limited and Mahanadi Coalfields Limited. However, the Bidder may offer maximum quantity upto the approved capacity, as approved by the state pollution control boards of their Washery or their available spare capacity whichever is lower.

Financial Criteria

The Bidder must demonstrate sound financial status as defined under this clause to the satisfaction of MSMC:

1. As on 31st March 2020, the Bidder should have a Net worth of atleast Indian Rupees 85 (Eighty Five) Crores and a Turnover of at least Indian Rupees 140 (One Hundred & Forty) Crores.
2. Credit Limits as on the date not prior to 15 days before the last date of submission of Bid along with bank references of the bidder.

Leasing of Washery

The bidder (JV Partner/ Consortium) meeting aforementioned technical and financial criteria shall be permitted to submit bid through washery hired on lease basis in any of the three subsidiaries of Coal India Limited.

The Bidders (JV Partners/Consortium) meeting aforementioned technical and financial criteria shall be permitted to submit bid through washery hired on lease basis with duly registered Lease Deed/ Notarized document in any of the three subsidiaries.

Documentary Evidence

- 1) Copy of Annual Reports consisting audited financial statements for the last 3 financial years (i.e. 2017 -18, 2018-19, & 2019-20), bank credit limits, bank references, etc. of the bidder
- 2) Certificate issued from the bank substantiating the submissions made by the Bidder under 1.5.3(2). This shall be supplemented with the list of Banks from which references can be obtained with the contact details i.e. Address, Telephone and Fax Nos. Listing of Bankers shall be deemed an authorization by the bidder to request such references and for the bankers to release them to MSMC.

All the bidders shall submit an affidavit cum undertaking with regards the following declarations. MSMC reserves rights to use this information for the purpose of qualification / disqualification of the Bidders. Any misrepresentation with regards various declarations / submissions by the Bidder under this document shall also be liable to be a basis of disqualification of the Bidders

- 1) There exist no litigation, restriction, impediment, Insolvency Proceeding, existing or threatened against the bidder, which may have a material adverse effect on the ability of the bidder for due performance of the tender (if awarded)
 - 2) None of the contracts awarded to the Bidder by any Government company/undertaking/department has been terminated, foreclosed on account of default by the bidder or its incapacity to perform the contract obligations and the same is not stayed/revoked by any Competent Court of Law.
 - 3) There exist no ongoing blacklisting / debarment against the Bidder from participation in any government tenders and the same is not stayed/revoked by any Competent Court of Law.
 - 4) No legal cases/ arbitration are pending with any Government Company / undertaking;
 - 5) Bidder's Bank Guarantee has not been invoked by any Government company/undertaking on account of its failure to carry out any tender milestone/obligation;
- 1.5.1.** Notwithstanding anything stated above, the MSMC reserves the right to assess the credibility, capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the MSMC, and bidder shall furnish all other required documents to the MSMC.
- 1.5.2.** Bidder has to submit the details of Directors/Partners on their respective board and stake holding pattern, as on date of submission of Bid. The bidder has to submit the certified

copies of the information regarding Board of Directors/Partners including their percentage share in the entity, on the date of submission of Bid.

- 1.5.3.** The MSMC also reserves the right to seek such additional information as it may deem fit to satisfy itself of the eligibility of the Bidder.

1.6 OTHER SPECIAL INSTRUCTIONS:

- 1.6.1** The tender quantity is for beneficiation of RoM Coal of average 2.0 Million Metric Tonnes per annum from WCL Collaries and 1.0 Million Metric Tonnes per annum from MCL Collaries. However, it may vary widely depending upon the decision of MSMC/MAHAGENCO and allocation of coal by WCL/MCL from time to time.

For any of MAHAGENCO's TPS, if additional quantity of RoM coal is allocated by WCL/MCL and MAHAGENCO decide for the beneficiation of the same quantity, Bidder has to accept the additional quantity for washing at the same rates, terms and conditions of the tender.

- 1.6.2** Bids with deviation in the terms and conditions of the Tender or conditional bids would be liable for rejection.

1.6.3 Benchmark Price for Coal Rejects

Particulars	Price Without GST (Rs/ Mt)	GST Applicability		Price With GST (Rs/ Mt)
		(%)	(Rs/Mt)	
Reject rebate per ton of reject WCL (Normative Yield 85%)	600	5%	30	630
Reject rebate per ton of reject MCL (Normative Yield 72 %)	300	5%	15	315

1.6.4 EVALUATION OF BIDS:

The Prices shall be evaluated on the basis of Average Net Outflow basis as per Annexure -X

for each Area viz. WCL/MCL basis separately for each TPS of MAHAGENCO with the Normative Guaranteed Yield of 85% in WCL and 72% in MCL and with the GST applicability. The total railway Freight * includes the basic Rate, busy season surcharges, development charge, coal terminal surcharge and GST etc.

The components i.e. Transportation of RoM Coal from Colliery to washery, , Transportation of Washed Coal from washery to siding shall be subject to the escalation formula.

Note

The total railway Freight charges quoted by the bidder as per actual charges including all the charges and duties i.e. busy season surcharges, development charge, coal terminal surcharge and GST, etc. applicable as on last date of on line bid submission. However, if there is any discrepancies found from the quoted railway Freight, MSMC calculate the Railway Freight as per latest Railway Freight table including all the taxes for evaluation purpose.

1.6.5 SELECTION CRITERIA:

Landed price (Per MT RoM Coal) on TPS basis separately for each TPS of MAHAGENCO (Including Railway Freight) by technically qualified bidders shall be selected successfully as above.

- 1) Railway Freight shall be paid Directly by MAHAGENCO at actuals as Railway Freight is for evaluation purpose of Lowest bidder only at the time of finalization of bid.
- 2) L-1 bidders shall be decided on the basis of Landed price of beneficiated Coal at TPS End Basis for each TPS on the date of online submission of Bid and shall remain valid for currency of contract. **Other Conditions**
 - a) Bidders must ensure that the conditions laid down for submission of offers are completely and correctly fulfilled. It should be particularly noted that no change in proforma for Bid Guarantee is acceptable.
 - b) Bids, which are not complete in all respects as stipulated above, or without Tender Fee / EMD are liable to be rejected without any intimation to the bidders. The Price Bids of only those bidders will be opened whose offers meet with the Minimum Qualifying Requirements as per Clause 1.5, and whose techno-commercial offers are acceptable to MSMC.
 - c) MSMC reserves the right to accept or reject any Offer(s) without assigning any reasons thereof.
 - d) MSMC also reserves the right not to order any quantity against this tender, if the rates received do not prove / work out to be economical/ beneficial to the overall interest of MSMC / MAHAGENCO. MSMC, in its sole discretion reserves the right to negotiate such prices received or not to accept such offer/ negotiated offer. In such cases of

rejection of offers, respective EMDs will be refunded to the Bidders without any interest. MSMC's decision in this regard shall be final and binding on all the Bidders.

- e) It shall not be binding upon MSMC to accept the lowest or any Bid. It shall not be obligatory on the part of MSMC to furnish any information or explanation for the cause of rejection of tender or part of the tender.
- f) The Bidder should abstain from pursuing/ canvassing the matter, directly or indirectly with any officer of MSMC, as otherwise, their Bid would be liable for disqualification.
- g) The MSMC shall have the right to make any changes, addition/ deletions or modifications in any terms/conditions of the tender and/or specifications as may be deemed necessary by the MSMC and its sole discretion at any time before and after the due date of opening of the tender. However in such a case where the modifications are carried out post the submissions of offers by the Bidders, MSMC would provide the Bidders opportunity to submit revised offers. MSMC reserves exclusive rights regarding any decision in this regard.
- h) MSMC does not accept the printed conditions of any Bidder. It will be ignored without any reference; hence should withdraw such printed conditions if they have any.
- i) The work should be offered strictly confirming Tender Specifications given in the tender. MSMC shall not accept any deviation from the tender provisions. Further, the bidders shall sign and submit the copy of complete set of tender documents along with associated corrigendum and replies as token of their unconditional acceptance to the said terms and conditions before participation. Further, bidders shall mention "No Deviation" under Annexure II.
- j) Bidders shall submit an undertaking as part of the affidavit under Clause 1.5.6 to the effect that they shall not create unreasonable legal impediments with malafide intentions of affecting and delaying the execution of the project.

1.7 VALIDITY OF OFFER:

The Bidders offer should be valid for acceptance for a period of at least 180 days from the date of opening of the Technical Bids. In case of finalization of the tender is likely to be delayed, the tenderers will be asked to extend the same without change in the prices or any of the terms & conditions of the offer.

SECTION – II
SCOPE, TERMS & CONDITIONS

2.1 SCOPE:

The contract covers lifting of 3.00 Million Metric Tonnes per annum or any additional quantity allocated by WCL/MCL of RoM' G-11 / G-13 bands coal respectively by Road mode from the Collieries of M/s. Western Coalfields Limited (WCL) and M/s. Mahanadi Coalfields Limited (MCL). and beneficiation/ washing the coal at the Washery Plant and onward supply of Washed Coal to MAHAGENCO Power Stations through Rail-mode as per the following monthly delivery schedule for Chandrapur, Koradi, Khaperkheda, Nasik,, Bhusawal Parli & Paras TPS of MAHAGENCO.

If any additional quantity of RoM coal is allocated by MCL or WCL and MAHAGENCO decide for the beneficiation of the same quantity, bidder has to accept the additional quantity for washing at the same rates terms and conditions of the tender.

- 2.1.1 The above quantities may vary widely depending upon decision of MAHAGENCO and allocation of coal by WCL/MCL from time to time. MAHAGENCO reserves the right to vary the quantity of RoM Coal to be washed for each Power Station on month to month basis and quantity ordered to the successful bidder shall not be binding on MSMC.
- 2.1.2 MAHAGENCO will arrange for release of monthly payments to WCL/MCL for issuance of delivery orders by WCL/MCL to off take the required quantity of RoM coal by the Contractor as per the monthly/annual contracted quantity allotted to MAHAGENCO TPS by WCL/MCL. It may be noted that WCL/MCL generally allocates RoM Coal for the band of G-11 / G-13 respectively for washing purpose.
- 2.1.3 The Contractor shall lift/ take delivery of RoM coal from WCL/MCL on behalf of MAHAGENCO as per release of Delivery Order by WCL/MCL. The Contractor will make necessary arrangements for transportation of RoM coal from the collieries of WCL/MCL Coalfields to their Washeries and shall be responsible for safe transportation of RoM coal from colliery to Washeries. It will be the responsibility of the Contractor to get right quality of RoM coal with proper top size from WCL/MCL.
- 2.1.4 The Weighment at colliery end for RoM coal shall be witnessed by the Contractor on behalf of the Purchaser and the Weighment sheet shall be signed by an authorized signatory of the Contractor, which shall be presented by the Contractor to MSMC while raising monthly invoices.
- 2.1.5 The Contractor shall ensure that beneficiated coal (Washed coal) is transported as per the specified quality parameters from the Washery plant to the Railway siding and the contractor has also arrange for the loading of Washed Coal into Railway rakes for dispatches to MAHAGENCO TPSs.
- 2.1.6 Demurrage charges of Railways at the Washery End shall be borne by the Washery Contractor.
- 2.1.7. The Contractor will supply Washed Coal quantity at the yield of 85% in WCL and 72%

in MCL respectively by beneficiation/ washing of RoM coal quantity against the monthly delivery orders issued by WCL/MCL for and on behalf of MAHAGENCO

The scope of work of Witnessing Joint Sampling and analysis of RoM coal at Loading end includes the following :

- 2.1.8 The sampling and analysis of RoM coal shall be carried out by TPA of CIL/ Central Institute of Mining and Fuel Research (CIMFR) at colliery ends of WCL/MCL as per relevant provisions of the FSA and the same shall be witnessed by Washery Contractor.
- 2.1.9 Witnessing joint Sampling and analysis with TPA of CIL/ CIMFR for the road mode supply of G-11 / G-13 Grade Coal to be lifted from WCL/MCL collieries respectively by the washery contractor(s) for the beneficiation. The same shall be carried out at the colliery ends of WCL/MCL and shall be done as per the provisions of the FSA (Fuel Supply agreement) between MAHAGENCO with WCL/MCL.
- 2.1.10 Agency shall keep daily record at loading points TPS wise and washery contractor wise, source wise of Truck/ coal rakes loaded and sampled for MAHAGENCO, their RR Nos, Challan Nos, Dates, Analysis results etc in electronic form and will submit on daily basis to concerned power stations of MAHAGENCO.
- 2.1.11 Documentation and submission of analysis results – on daily basis for RoM coal in physical form as well as in electronic form shall be submitted lot wise in three lots i.e for the coal dispatched in the periods of (1st -10th), (11th – 20th (21st – till end of the month) duly signed by the representatives of the parties witnessing the analysis at the colliery end.
- 2.1.12 The analysis results of RoM coal as per 2.1.11 above shall be submitted to the respective Power stations of MAHAGNECO, respective Loading Supervision Contractors and MSMC.
- 2.1.13 Bidder shall post round the Clock, the required qualified and experienced persons holding minimum graduation degree in Chemistry and Experience of minimum one year and other experienced staff for sampling, transportation of samples etc, for sampling and analysis of coal at various loading points as required.
- 2.1.14 Any deliberate delay of submission of the Inspection Reports shall be considered as unsatisfactory performance.
- 2.1.15 The Bidder has to ensure that technology of washery plant has ability to respond to wide fluctuating raw coal quality and size distribution.

Responsibilities of the Bidder:

- 2.1.16 The Bidder is responsible for the delivery of beneficiated coal of the agreed specifications for delivery by Rail to designated Power Station. Cost of raw coal and railway freight shall be paid by Mahagenco directly to the coal company & Railways respectively. The Bidder shall ensure that sidings specified them are complied with e-freight payment mechanism. In case if it is not e-freight payment mechanism complied, then Bidder shall ensure advance payment of rail freight in co-ordination with Mahagenco and in consultation with MSMC. In case, Bidder fails to do so and to pay RR is generated, then additional railway freight incurred shall be recovered from Bidder.
- 2.1.17 It is the responsibility of the Bidder to liaison with the concerned railway authorities and Coal Company for use of railway siding at the loading points for movement of beneficiated coal to Mahagenco TPS by rail and shall comply with all the formalities and modalities and the Bidder shall indemnify against any consequences flowing from any default whatsoever.
- 2.1.18 Lodging of claims for missing wagons and diverted wagons shall be the responsibility of the Bidder. If diversion of rake is within Mahagenco match delivery is required. It shall be considered against the destination TPS.
- 2.1.19 The Bidder shall match delivery in respect of wagons booked to Mahagenco TPS and diverted/missing to power stations outside Mahagenco by railways. In such cases, Bidder shall be responsible to settle the claims with Railways.
- 2.1.20 The Bidder shall ensure that the wagons are not over loaded.
- 2.1.21 The Bidder shall ensure that while loading beneficiated coal at their loading end, coal is loaded to the permissible carrying capacity of wagons prescribed by the railways and there should not be any under loading of the coal.
- 2.1.22 The Bidder shall ensure dispatches of beneficiated coal rake on "Train Load Basis" & shall comply with all documentation formalities laid down by railways for charging freight on train load basis only.
- 2.1.23 The Bidder shall ensure dispatch of beneficiated coal during rainy season in wagons duly covered by tarpaulin. Provision of tarpaulin, covering & uncovering of wagon by tarpaulin shall be the responsibility of the Bidder.
- 2.1.24 Payment towards Bidders charges shall be made by MSMC only for the quantity and quality of coal as per following.

Description	Quantity for Billing (Rs/MT)
Raw Coal transport from Mine to washery	Loading end raw coal quantity
Washing Charges	Loading end raw coal quantity
Transport of beneficiated coal to railway siding.	Unloading end wash coal quantity
Loading of beneficiated coal in wagons.	Unloading end wash coal quantity

- 2.1.25 Indenting of the beneficiated coal rakes on behalf of Mahagenco from the Railway shall be responsibility of the Bidder. (EDRM programme is to be filed & get it sanctioned by the Bidder from Railways as per requirement of Mahagenco.)
- 2.1.26 Designated Collieries - After issue of DO, Mahagenco shall inform about the collieries from where raw coal is to be lifted for beneficiation. All such collieries have G11 (4001-4300) & poor grade. However, Mahagenco reserves the right to change the collieries consequent to logistic issues or redeclaration of grade of collieries.
- 2.1.27 The Bidder shall supervise and Witness sampling & analysis at loading ends carried out by CIMFR on behalf of Mahagenco as per tri-partite agreement and analysis results/reports duly signed by the representatives of the parties witnessed shall be submitted to the respective power stations of Mahagenco.
- 2.1.28 The Bidder shall acquaint itself of the complete procedure relating to the movement of coal by rail route and shall also ascertain about the changes in procedure from time to time from the concerned authorities; especially change in Railway wagon carrying capacity, penalty, etc. Any demurrage, penalties and extra charges of the Railways shall be borne by the bidder.
- 2.1.29 The Bidder shall also report the contract operating authority regarding any shortfall in the programme of delivery by Coal Company from time to time. Any bottlenecks in the loading shall be immediately taken-up with the concerned authorities.
- 2.1.30 Installation of GPS to each & every trucks/dumpers/tippers which will be used to transport the raw coal from mine to washery, washed coal from washery to railway siding with provision of tracking facility to MSMC/Mahagenco shall be in the scope of the Bidder. The Bidder shall have to take immediate action if any deviation is observed in coal transportation and is sole responsibility of the Bidder.
- 2.1.31 The Bidder shall supervise and monitor loading of beneficiated coal into railway wagons. The Bidder shall be responsible for monitoring the weighment of rakes/wagons and shall ensure the accuracy of the weighment. The Bidder shall also monitor the movement of coal rakes so that there is no undue hold up en-route or uncalled diversion of rakes to other than Mahagenco TPS.
- 2.1.32 The Bidder shall upload RR on ETRR in FOIS & transfer it to respective TPS immediately. If the Bidder fails to submit the RR in time and railways levy a surcharge towards freight to pay, the same will be recovered from the Bidder. Liaisoning with Railways & Coal company shall be in the scope of the Bidder.
- 2.1.33 The Bidder shall abide by all instructions and directions issued to it by the MSMC's/Mahagenco's authorized officers in respect of the execution of the contract.
- 2.1.34 The Bidder shall at all time have a well-organized establishment with experienced and qualified staff for proper administration and supervision of various activities as per the contract.

- 2.1.35 The Bidder shall make adequate insurance cover for its staff and other enabling services at its cost for the entire period of contract against accident, fire hazards as well as third party insurance covering men/materials/ equipment etc., engaged for the work. The Bidder shall comply with labour Industrial Laws and such other Acts and Statutes as may be applicable. The Bidder shall indemnify MSMC/Mahagenco for any losses arising out of the above operations on account of such reasons.
- 2.1.36 The Bidder shall keep informed MSMC, respective Chief Engineer(s) of Mahagenco TPS, Dy. CE-III(FM), Nagpur & CE(FM), Mumbai about movement, dispatches and receipts of rakes to MSMC/Mahagenco TPS on day to day basis through email & telephonically.
- 2.1.37 Daily lifted/washed/supplied coal quantity along with stock at washery & siding shall be monitored daily by the Bidder & informed to MSMC/Mahagenco through email & telephonically.
- 2.1.38 The Bidder shall ensure that proper wagon labeling indicating the full details such as name of washery, type of coal and date of loading etc. are affixed on wagons and they are affixed in a manner so as to remain on wagons till wagons reach to the destination, to enable clear identification of wagon for sampling.
- 2.1.39 The Bidder shall be solely responsible for RTO compliance for its vehicles, Tippers, Pay loaders deployed and for accidents; if any at colliery end and while transportation of coal.
- 2.1.40 The Bidder shall have to adhere to the guidelines issued by Ministry of Coal regarding colour code of trucks for carrying Raw coal, beneficiated coal and rejects.
- 2.1.41 The dispatch of beneficiated coal may be regulated / suspended temporarily upon written intimation before 2 days of effective date by contract operating Authority during rainy/ wet season (July to September) or unprecedented rains. However, if the indent with railway for empty rake for dispatch of beneficiated coal is placed prior to such intimation, such rakes shall be accepted.
- 2.1.42 The Bidder shall ensure to lift correct size and quality of RoM coal from coal company suitable for beneficiation.
- 2.1.43 The Bidder shall arrange to provide dedicated railway siding/railway platform for delivery of washed coal to Mahagenco so as to ensure that only washed coal loading work for Mahagenco is carried out from designated railway siding/railway platform.
- 2.1.44 The Bidder has to assist MSMC/Mahagenco in reconciliation between coal companies and companies related to the coal supplies under the contract of the tender.

2.2 DEFINITION:

In this tender, the following terms shall be interpreted as below:

- a) The "**Purchaser**" means MAHAGENCO
- b) "**MSMC**" means Maharashtra State Mining Corporation Limited
- c) The "**Washery Contractor**" or "**Contractor**" means the Washery Contractor supplying washed coal to MSMC Power Stations.
- d) "**SECL**" means South Eastern Coalfields Limited.
- e) "**WCL**" means Western Coalfields Limited
- f) "**MCL**" means Mahanadi Coalfields Limited.
- g) "**Washery**" means Coal beneficiation plant.
- h) "**RoM Coal**" means Run of Mine Coal supplied by WCL/ MCL to Washery Contractors on behalf of MAHAGENCO for beneficiation.
- f) "**Beneficiated Coal**" or "**Washed Coal**" means the beneficiated coal which satisfies the laid down quality parameters in this tender.
- g) "**FSA**" means The Fuel Supply Agreement executed by MAHAGENCO with WCL/MCL for supply of coal to the power stations of MAHAGENCO.
- h) "**ARB**" means As Received Basis.
- i) "**ADB**" means Air Dry Basis.
- j) "**CIMFR**" means Central Institute of Mining and Fuel research.

2.3 GUARANTEED SPECIFICATIONS OF WASHED COAL:

The guaranteed parameters of Washed Coal will be as under

- a) Ash (ARB): WCL - 31 % and MCL - 33 %
- b) Total Moisture (ARB): TM (ARB) of RoM Coal + 1% during dry season (Oct- June)
- c) Total Moisture (ARB): TM (ARB) of RoM Coal (+) 2% during rainy season (July-Sept.)
- d) Size: (-) 50 mm
- e) % of fines (below 2.5 mm) in wash coal : less than 25 %
- f) Increase of GCV (ARB) in washed coal by 500-600 kcal/kg
- g) The Bidder should ensure that %Ash (ARB) and %TM (ARB) of washed coal should not exceed as per specifications as above. There will be penalty in case of % Ash (ARB) and %TM (ARB) of washed coal exceed from the above specifications

1) WCL Normative Yield: 85% of RoM Coal

In case of analyzed Grade of RoM Coal is of G10 (4300-4600) band coal instead of G-11(4000-4300) band, the normative yield of 90% (i.e. 5% higher than the 85% yield corresponding to the RoM G-11 band shall be considered for the quantity of coal for which the G-10 band is analyzed and bonus bill/ claim is raised by WCL. Accordingly, the Revised Normative Yield (Ym) will be worked out on weighted average basis from the lot-wise quantities of RoM G-11 band and G-10 band as analyzed. Further, in case of

analyzed Grade of RoM Coal is of G12 (3700-4000) band coal instead of G-11(4000-4300) band, the normative yield of 82.5% (i.e. 2.5% lower than the 85% yield corresponding to the RoM G-11 band shall be considered and bonus bill/ claim is raised by MAHAGENCO.

2) MCL Normative Yield: 72% of RoM Coal

In case of analyzed Grade of RoM Coal is of G12 (3700-4000) band coal instead of G-13(3400-3700) band, the normative yield of 79% (i.e. 7% higher than the 72% yield corresponding to the RoM G-13 band shall be considered for the quantity of coal for which the G-12 band is analyzed and bonus bill/ claim is raised by MCL. Accordingly, the Revised Normative Yield (Ym) will be worked out on weighted average basis from the lot-wise quantities of RoM G-13 band and G-12 band as analyzed. Further, in case of analyzed Grade of RoM Coal is of G14 (3100-3400) band coal instead of G-12(3700-4000) band, the normative yield of 68.5% (i.e. 3.5% lower than the 72% yield corresponding to the RoM G-12 band shall be considered and bonus bill/ claim is raised by MAHAGENCO.

- Quality shall be assured on 10 days weighted average basis.

- The contractor should ensure that %Ash (ARB) and %TM (ARB) of washed coal should not exceed as per specifications as above. There will be penalty in case of % Ash (ARB) and %TM (ARB) of washed coal exceed from the above specifications.

2.4 PERIOD OF CONTRACT:

The Tenure of Contract agreement shall be for Five years (05). The contract shall be reviewed every year and amendments (if any) will be incorporated and signed by both parties every year till completion of five years by signing supplement agreement. The contract period of 5 years can be further extended at the sole discretion of MSMC for a further period of five years (05) at the same rates terms and conditions with the consent of the Bidder.

2.5 PRICE:

2.5.1 The Bidder shall quote his lowest rates in net Rs./Mt (Rupees per Metric Ton) for beneficiation (washing) of RoM Coal and supply of beneficiated (washed) coal to MAHAGENCO Power stations as per the scope of Work covered under the offer Specifications for beneficiation/ washing of RoM Coal in Price Bid Format, for transportation of RoM Coal From Collieries to Washery, Beneficiation Charges, Transportation Charges from Washery to Railway siding and for Pay loading charges for Loading of washed Coal However, the two components viz. Transportation of RoM Coal From Collieries to Washery and Transportation Charges from Washery to Railway siding be subject to Escalation / De-escalation formula as mentioned below.

Further, the Bidders shall take into account the following in their price offer:

Success fee as below shall be paid by the Contractor to MSMC for payment to the

Consultant within 15 days of the event (A & B below):

- 1) Success Fee – Rs. 7,50,000 on the MoU signed with Mahagenco, payable on signing of the MoU.
 - 2) Success Fee – Rs. 7,50,000 for selection of Contractor for MSMC.
- (A) 50% of payment shall be made after award of the work to each Contractor for item 1 & 2.
- (B) Remaining 50% of payment shall be made after the Signing of the Agreement of each Contractor for item (1) & (2).

2.5.2 Escalation/ De-Escalation Formula For Transportation:

$$RR = R1 / 100 \times \{ (P2/P1 \times 30) + 70 \}$$

Where, RR = The revised rate payable per tonne.

R1 = Existing contract rate per tonne.

P1 = Price of HSD Oil on the dated of LOI

P2 = Revised price of HSD oil as a result of Govt's directives on completion of one year from date of signing of contract agreement for second year. For subsequent years, similar escalation-de-escalation formula will applicable

- 2.5.3 In case of award of the contract, the successful bidder will be paid the transportation charges as per rates quoted in the tender or negotiated price irrespective of the actual distance between collieries to Washery Plant and Washery Plant to Railway siding at the time of supply.

The Bidder should also mention the Total Railway Freight inclusive of all Taxes and duties for the distance from the Railway Siding to respective TPS. However, Railway Freight will be paid by MAHAGENCO directly to Railways as per actuals at the time of supply during the contract period

The above rate shall be inclusive of all taxes, duties, levies, etc.

The Goods & Service Tax (GST) will be paid extra at the applicable rates during the period of contract.

Out of the above rates, items (i) Transportation from Colliery to Washery and (ii) Beneficiation charges shall be payable on RoM coal quantity, and (iii) Transportation from Washery to Railway Siding and (iv) Pay-loading charges shall be payable on Washed coal quantity.

RoM coal quantity shall be worked out from the loading end weighment (collaries) and Washed coal quantity shall be worked out from the unloading end of TPS with applicable yield.

- a) if applicable yield is 85% for the Lot then (in case of WCL) the RoM Coal Quantity for the Lot = (Washed Coal Loading End Quantity per Lot)/ 0.85
- b) if applicable yield is 72% for the Lot then (in case of MCL) the RoM Coal Quantity for the Lot = (Washed Coal Loading End Quantity per Lot)/ 0.72

The prices shall be on Landed Price basis (i.e. Washing Charges + Transportation Charges from Mines to Washery + Transportation charges from Washery to Rly Siding + Rake loading Charges + Total Rail-way Freight) on TPS end (Per MT of RoM Coal) basis separately for each TPS, i.e. Chandrapur, Koradi, Khaperkheda, Nasik, Bhusawal, Parli, Paras TPSs of MAHAGENCO and with the GST applicability. The total Railway Freight shall include the basic rate, busy season surcharges, development charge, coal terminal surcharge and GST etc. for evaluation purpose

However, Railway Freights shall be paid directly by MAHAGENCO at actuals.

Statutory Variation: Statutory variation (increase or decrease) on account of the Goods & Service tax (GST) shall be allowed as applicable during the contractual period.

The rates quoted by the Bidder in the Price Schedule shall be deemed to cover the cost of all the relevant operations/ works mentioned in this Tender Specifications, taxes, duties, levies, etc. No claim for any incidental work shall be entertained.

The components i.e. Transportation of RoM Coal from Colliery to Washery & Transportation of Washed Coal from Washery to Railway Siding shall be subject to Escalation / De-escalation formula as mentioned above.

The contract shall cover lifting of RoM coal by Road-mode from the Collieries of M/s. WCL and MCL, Beneficiation/ washing the coal at the Washery Plant with beneficiation process and supply of Washed Coal to MAHAGENCO Power Stations through Rail-mode only

MAHAGENCO will arrange for release of monthly payments to WCL and MCL for issuance of delivery orders by WCL and MCL to off take the required quantity of RoM coal by Contractor on behalf of MAHAGENCO as per the monthly/annual contracted quantity allotted to MAHAGENCO Power Stations by WCL and MCL.

- 2.5.4** The price shall be evaluated on Landed Price (per MT of RoM Coal) on TPS End basis separately for each TPS i.e Chandrapur, Koradi, Khaperkheda, Nasik,, Bhasawal, Parli& Paras TPS of **MAHAGENCO** with the Nominal Guaranteed Yield of 85% in WCL and 72% in MCL with applicable GST as under:.

Evaluated Price on TPS End per ton of RoM (Rs/ Mt) for WCL Area = (Tew) + (BC) +

$$(Tws*0.85) + (PL*0.85) + (RF *0.85)$$

Evaluated Price on TPS End per ton of RoM (Rs/ Mt) for MCL Area = (Tew) + (BC) + (Tws*0.72) + (PL*0.72) + (RF *0.72)

Where,

Tew : Transportation Charges (Colliery to Washery)

BC : Beneficiation Charges

Tws : Transportation Charges (Washery to Siding)

PL : Pay – Loading Charges

RF : Railway Freight Charges

All the above charges are inclusive of GST

Railway Freight (RF) including all taxes from Loading Railway Sidings to MAHAGENCO TPSs (Railway freight for evaluation purpose only in Rs. Per Mt)

- 2.5.5** The Bidder shall quote his lowest transportation Charges for Transportation from Colliery to washery, Beneficiation (washing) charges, Charges for Transportation from Washery to Railway Siding and Pay-Loading Charges in Rs/Mt subject to the escalation / de-escalation specified in the tender document.
- 2.5.6** Statutory Variation: Statutory variation (increase or decrease) on account of the GST shall be allowed as applicable during the contractual period.
- 2.5.7** The rates quoted by the Bidder in the Price Schedule shall be deemed to cover the cost of all the relevant operations/ works mentioned in this Tender Specification, taxes, duties, levies, etc. No claim for any incidental work shall be entertained.

Bidder shall be requested to furnish a detailed justification for the price quoted by them with detailed break-up for various costs considered in the price quoted by them, if required by MSMC.

The Railway Freight charges will be quoted by the bidder as per actual charges including all the charges taxes & duties i.e. busy season surcharge, development charges, coal terminal surcharge, GST etc. applicable as on Last date of on –line bid submission. However, if there is any discrepancies found from the quoted railway Freight, , MSMC calculate the Railway Freight as per the latest Railway freight table including all the taxes for evaluation purpose.

2.6 DETERMINATION OF QUANTITY:

- 2.6.1** The Weighment of Washed Coal would be carried out on the In-motion Electronic Weighbridges at the Loading and Unloading Ends. The weighment at Un-Loading End shall be considered for billing purpose and binding upon the parties executing the contract

2.6.2 As and when the Weighment of the In-motion Electronic Weighbridge at the Un-Loading End is not available, the Weighment of the In-motion Electronic Weighbridge at the loading End would be allowed and binding upon the parties executing the contract.

2.6.3

2.6.4 The Chargeable Equivalent RoM Coal Quantity shall be worked out from the lot-wise Beneficiation Coal Quantity after deduction of Recoupment Quantity (Qrc) for higher Ash Content (as per clause no. 2.8.1) and Weight Correction for higher Total Moisture (as per clause no. 2.8.2).

Chargeable Equivalent RoM Coal Quantity per Lot (Mt)= (CQbc X 100 / Ym) - Q.

Where,

CQbc = Chargeable Beneficiation Coal Quantity of the lot (Mt)

Ym = Revise Normative Yield of the Lot (as per clause no. 2.3(e) above)

Qrc = Recoupment Quantity of RoM Coal of the Lot (as per clause no. 2.8. 1)

Chargeable Equivalent RoM Coal Quantity per Month= Sum of Chargeable Equivalent RoM Coal Quantities per three Lots of the month

2.6.5 The Quantity of Washery Rejects per month shall be determined as a difference of the Chargeable Equivalent RoM Coal Quantity and the Chargeable Quantity of Beneficiated Coal for the month.

2.7 DETERMINATION OF QUALITY:

2.7.1 **At Colliery / Mines end :** The sampling and analysis of RoM coal shall be carried out by TPA of CIL/ Central Institute of Mining and Fuel Research (CIMFR) at colliery ends of WCL/MCL areas respectively as per the relevant provisions of the FSA and the same shall be witnessed by washery contractor.

At Unloading end : The sampling and analysis of Beneficiated coal shall be carried out at the unloading end (TPS) on Rake – to - Rake basis by Third Party Agency to be appointed by MAHAGENCO. The cost of Third Party Agency shall be borne equally by Washery Contractor and MAHAGENCO.

The MAHAGNECO and the Washery Contractor may appoint their representative for witnessing the sampling and analysis of Coal.

2.7.2 The sampling and analysis of washed coal shall be carried out in three lots per month, which will be on the basis of washed coal rakes dispatched during 1st to 10th, 11th to 20th, and 21st to end of the month.

For sampling and analysis of RoM Coal, the date of lifting of RoM Coal would be considered for forming the three lots viz. 1st to 10th, 11th to 20th and 21st to end of the month. Washery contractor on the basis of analysis report of RoM Coal by TPA of CIL/

CIMFR will prepare and submit the date-wise sampling and analysis results of RoM Coal and its weighted average will be considered to derive lot-wise results.

For the beneficiated coal (washed coal), the date of RR of Rake would be considered for forming of the lots. The TPA appointed by MAHAGENCO at unloading end will announce the sampling and analysis of beneficiated coal carried out at un-loading ends on rake-to-rake basis and its weighted average will be considered to derive lot-wise results.

The quality assessment and penalties shall be applicable power stations wise. The lot-wise results of RoM Coal and TPS-wise lot-wise results of Beneficiated Coal will be compared for quality assessment and penalties.

- 2.7.3** In case of analyzed Grade of RoM Coal is lower or higher than the stipulated band of RoM coal the normative yield as per respective clause shall be applied and accordingly, the revised normative yield will be worked out on weighted average basis from the lot-wise quantities and accordingly bonus / claim shall be adjusted. The "Revised Normative Yield", so worked out, shall replace the stipulated "Normative Yield" wherever applicable for the clauses of the Tender Specification.
- 2.7.4** The sampling and analysis of Beneficiated Coal shall be as per the provision of relevant BIS.
- 2.7.5** The sampling and analysis results duly certified by the TPA of CIL/ CIMFR at loading ends of WCL/ MCL and duly certified by TPA appointed by MAHAGENCO at unloading ends shall be binding upon the parties executing the contract.
- 2.7.6** MAHAGENCO would provide the necessary accommodation and communication facility to the representatives of the Contractor appointed at the TPS on chargeable basis as per Company's rules.

2.8 QUANTITY CONTROL OF BENEFICIATED COAL & PENALTY:

Quantity of Beneficiated Coal received against a DO and computed on 10 days lot basis will be subject to Penalty for default in guaranteed parameters. For computing all penalties, the total charges for items a, b, c, d, e mentioned at Clause ____, as worked out per MT of raw coal used, shall be considered. Rebate for reject provided at clause No. ____ is not to be considered for the purpose of calculation of penalty.

In case Bidder fails to recoup the quantity of raw coal prescribed as penalty, during the execution of contract, the same will be recovered by regulating the DO quantity of succeeding month.

At the end of the contract, If the Bidder fails to supply beneficiated coal against the balance raw coal available at their washery, then the cost of raw coal balance with Bidder will be

recovered at twice the prevailing notified rate plus taxes. Such recovery will be considered after expiry of grace period of 10 days from the date of closure of contract or last receipt of raw coal by Bidder whichever is earlier.

The Total Moisture, Ash content, Yield and Size of coal shall be checked on rake to rake basis with respect to the guaranteed parameters as indicated in Clause ____ of this contract agreement and payments shall be adjusted for variation in parameters under following heads accordingly, as indicated in the following clauses of this contract agreement:

All the penalties shall be computed to the second decimal of the value of the parameter, except GCV. Whereas GCV values shall be rounded off to nearest integer.

2.8.1 PENALTY FOR HIGHER ASH CONTENT (ARB):

The Ash Content limit of the beneficiated coal shall be 31% for WCL and 33% for MCL.

In case of WCL, If Ash Content increases beyond 31% then the corresponding yield shall be increased pro-rata on 10 days' lot basis @ 2.5% for every percentile increase in Ash Content and the Bidder will have to recoup the quantity of raw coal equivalent to the difference in yield i.e. difference between corresponding Revised Yield and the Revised Normative Yield due to increase in Ash Content. Also, normal railway freight on such incremental washed coal quantity will be recovered from the Bidder.

In case of MCL, if Ash Content increases beyond 33% then the corresponding yield shall be increased pro-rata on 10 days' lot basis @ 3.5% for every percentile increase in Ash Content and Bidder will have to recoup the quantity of raw coal equivalent to the difference in yield i.e. difference between corresponding Revised Yield and the Revised

2.8.2 PENALTY FOR HIGHER TOTAL MOISTURE (ARB):

In case the Weighted Average of Total Moisture (ARB) of Beneficiated Coal of 10 days' lot exceeds the "TM (ARB) of Raw Coal + 1%" (dry season) and TM (ARB) of Raw Coal + 2%" (Rainy season), then the reduction in weight shall be done on pro-rata basis. i.e. the weight of washed coal shall be reduced by the same %age by which the total moisture in coal exceeds in raw coal. The weight correction and recovery of Railway Freight for the higher Total Moisture (ARB) of Beneficiated Coal shall be worked out as under:

$$\text{Weight Correction (Mt)} = \frac{(\text{TM (ARB) of B.C.} - (\text{TM (ARB) of R.C.} + 1))}{100} \times \text{Lot Quantity}$$

The chargeable beneficiation coal quantity of the lot shall be worked out from the beneficiation coal quantity (Qbc) less the Weight Correction. Weight correction quantity will have to be recouped by the Bidder.

Chargeable Quantity of Beneficiated Coal of the Lot = Q_{bc} – Weight Correction

The Average Railway Freight for the weight correction quantity will be recovered from Bidder.

Recovery of Railway Freight from Bidder (Rs.)

= Weight Correction (MT) x Av. Rly. Freight of the 10 day's Lot (Rs./MT) including Taxes and Duties.

2.8.3 GCV:

Bidder shall be required to improve the GCV of 500-600Kcal/kg of beneficiated coal. Such improvement in GCV shall be monitored on Monthly DO quantity basis. Failure in improvement of GCV(ARB) by 500 Kcal/Kg will result in suspension of issuing DO by MAHAGENCO up to one month. In case of three such incidences of failure in improvement of GCV, MSMC shall reserve the right to terminate the contract agreement.

2.8.4 PENALTY ON ACCOUNT OF LAPSE OF RELEASE ORDER(RO) QUANTITY:

If Bidder fails to lift 95% of the quantity of the release order issued by WCL/MCL within the validity period of DO, then the penalty @ 15% of the notified Base Price of G11 /G13 in WCL/MCL area respectively coal plus taxes shall be applicable for shortfall quantity computed on 10 days lot basis.

If there is any short fall in lifting delivery of the committed raw coal quantity on monthly basis due to non-performance of Bidder and if any compensation/ penalty/ Incentive becomes payable by MAHAGENCO to coal company, the same shall be recovered from Bidder.

2.8.5 PENALTY ON ACCOUNT OF LESS DELIVERY OF WASHED COAL AGAINST DO QUANTITY:

If Bidder fails to deliver cumulative quantity of washed coal of the DO quantity within 12 days from the date of DO then the penalty @ 10 % of the Notified Base Price of allocated grade of RoM coal plus taxes of the respective command area shall be applicable for shortfall quantity. No excuse for availability of the crushed coal or non-availability of rakes would be entertained.

2.8.6 PENALTY FOR NON-COMMENCEMENT OF SUPPLY:

MSMC will allocate raw Coal to Bidder only after completing the formalities and verifying the documents mentioned below:

(a) Bidder have to approach Coal company to get consent letter from Coal company for issuance of release Order in their favour and to complete all necessary formalities to obtain permissions from the Mining Department for issuance of Transit Pass and movement of Raw and Washed Coal.

(b) Bidder has to obtain upfront statutory clearances and approval from respective Central Govt./ State Govt./ Local Authorities, Railways required for transportation washed coal supply from siding to Mahagenco TPS.

(c) Bidder has to complete all the formalities as above to commence the work within 30 days from the issue of the Letter of Award (LOA) by MSMC.

MSMC will verify all the above-mentioned documents, submitted by the Bidder & the Bidder will assist MSMC in verifying the concerned documents and only after verification of the same, MSMC may allocate raw coal to the Bidder for beneficiation of RoM coal lot wise from ensuing month.

Mahagenco will issue the monthly Delivery Order (DO) for off-taking of RoM coal from Coal Company by Bidder. On issuance of the programme by Mahagenco, Bidder shall have to arrange to obtain Release Order(s) from Coal Company for allotment and lifting of RoM Coal.

Bidder shall have to commence the supply of beneficiated (washed) coal rake to Mahagenco TPS within a period of 10 (Ten) days from the date of issue of First Release Order (RO) by Coal Company.

In case of failure of Bidder to commence the supply as stipulated above (i.e. within a period of 10 days from date of issue of First RO by Coal Company), a non-commencement of supply penalty of Rs. 50,000/- per day for the delayed period would be imposed on Bidder.

However, if Bidder fails to commence the supply after further 20 days (i.e., within a period of 30 (Thirty) days from date of issue of First RO by Coal Company), the contract may be terminated without giving any further notice.

In such case, the undelivered coal defaulted by Bidder, if any, shall be returned to MSMC for which the incidental cost shall also be borne by the defaulted Bidder.

Moreover, if Bidder fails to complete all the formalities mentioned at clause ___ as above i.e., within 30 days from the date of issue of LOA, MSMC may terminate the Contract by forfeiting the Security Deposit, at its sole discretion, with an immediate effect without giving further notice.

2.8.7 PENALTY FOR SUPPLY OF EXCESS FINES:

Bidder shall ensure that fines (less than 2.5 mm) in the washed coal delivered at MAHAGENCO TPS shall not be above 25% of the receipt quantity. However, If the quantity of fines (0- 2.5 mm) percentage is received beyond 25%, then the penalty @ Rs. 15 per tonne per percentage rise on prorata basis & on 10-Days weighted Average basis over the wash coal so received will be deducted.

2.8.8 RECOVERIES AGAINST UNDER LOADING, OVER LOADING OF WAGONS & DEMURRAGE:

Bidder shall ensure there is no under loading or over loading of wagons so as to avoid levy of under loading/over loading charges by the Railway Authorities.

Total amount of penalties imposed by railway for overloading & under loading at actual shall be recovered from Bidder. The under loading/over loading charges would also means the consequential charges.

- a) Bidder shall ensure dispatches of beneficiated coal rake on "Train Load Basis" & shall comply with all documentation formalities laid down by railways for charging freight on train load basis only. In the event of failure to comply with above, if the railway charge freight on wagon load basis, the excess freight so incurred shall be recovered from Bidder.
- b) Any demurrages levied by Railway on account of delay in loading of wagons shall be borne by Bidder.
- c) Mahagenco will lodge claim with railways for refund of such excess freight and only if the railways refund any amount, such refunds received from railways will be in turn paid to Bidder.
- d) In the event of failure to submit RR in time and railways levy a surcharge towards freight to pay, the same will be recovered from the Bidder.
- e) Bidder shall ensure that while delivering beneficiated coal to TPS, bunching of rakes shall be avoided. Any demurrage incurred due to bunching of beneficiated coal rake shall be recovered from Bidder. The Bidder shall maintain a gap of 6 hours among delivery of two successive wash coal rakes at TPS end to avoid bunching.

2.8.9 PENALTY FOR NON-SUPPLY OF BENEFICIATED COAL:

- a) If Bidder fails to supply minimum 90% of Delivery Order (DO) quantity of the beneficiated coal as per the guaranteed yield on month to month basis, the penalty will be imposed @ 10/- per MT of beneficiated coal received shorter than the 90% prorata quantity for that month. For purpose of computation of such quantity on which the penalty will be applied, the raw coal quantity lifted during the calendar month and beneficiated coal quantity supplied (received at TPS) to TPS between 8th day of the month to 7th day of succeeding month (both days inclusive) will be considered. This penalty will be effective from the succeeding month of commencement of contract from the date of default in supply.

b) At end of the contract, If Bidder fails to supply beneficiated coal against the balance raw coal available at their washery, then the cost of raw coal will be recovered at twice the prevailing notified rate plus taxes. Such recovery will be considered after expiry of grace period of 10 days allowed from the date of closure of contract or last receipt of raw coal by Bidder whichever is earlier.

2.8.10 QUANTITY CONTROL AND PENALTY FOR SHORTAGES:

Quantitative Control: The Bidder shall maintain the records of Quantity Control as stated below and submit the details/documentary proof in their monthly bills.

- a. Opening Balance of Quantity of RoM Coal to be lifted for the month
- b. Chargeable Equivalent RoM Coal Quantity Billed (Adjusted) for the month
- c. Actual RoM Coal Quantity lifted during the month
- d. Closing Balance of Quantity of RoM Coal to be lifted in next month

Where, $d = a + b - c$

Depending on the quantity of RoM Coal quantity lifted and Chargeable Equivalent RoM Coal Quantity Billed (Adjusted) during the month, the Closing Balance figures may be positive or negative. The Bidder shall regulate the lifting of RoM Coal Quantity and supply of Washed Coal Quantity on monthly basis to minimize the Closing Balance as per clause _____

At the end of the Contract, when the clause _____ is positive, the Bidder must have supplied excess washed coal quantity in respect of the RoM Coal Quantity actually lifted and he would be entitled to lift the differential RoM Coal Quantity.

At the end of the Contract, when the clause _____ is negative, the Bidder must have supplied less washed coal quantity in respect of the RoM Coal Quantity actually lifted and Bidder has to deliver the balance washed coal quantity within one month time period. For any reason, if the Bidder fails to deliver the balance washed coal quantity within the time limit of one month, then the penalty for the shortage quantity would be applicable as per following formula.

2.8.11 PENALTY FOR SHORTAGES:

Penalty (Rs.) = Shortage Quantity \times 2.0 \times Prevailing price of RoM coal plus taxes.

For the failure in respect of excessive shortages without any valid reasons, MSMC shall be entitled to terminate/cancel the Contract.

2.8.12 QUANTITY TRANSFER:

Any transfer of quantity from one Coal Company to other company, thereby change in contracted quantity as per MoC would be applicable to Bidder.

Mahagenco reserves the right to transfer the washed coal quantity from one TPS to any other TPS of Mahagenco at its sole discretion. In case of such transfer of washed coal quantity, the Beneficiation Charges will be given as per the same rates, terms and conditions as per the contract.

Mahagenco is owner of the coal handled in this contract, however, Bidder will be custodian of raw as well as washed coal till delivery is complete at designated TPS.

It shall be responsibility of Bidder to ensure safe transportation and custody of the coal lifted till delivery of beneficiated coal at designated TPS of MAHAGENCO and that there is no theft, enroute pilferage, loss of raw or washed coal at any time during the tenure of contract. If such cases are observed, same shall be conveyed to MSMC immediately and prompt appropriate action/s be initiated by Bidder without fail including filing FIR and other proceedings as case may be; if required.

2.8.13 GPS MONITORING:

a. To ensure safe transportation of raw/washed coal, GPS monitoring with time & track stamping of all the vehicles will be done by Bidder with latest software. Such data shall be preserved by Bidder till final reconciliation is complete. Bidder will connect their GPS tracking system to control room at Coal office, Nagpur and Office of MSMC. GPS monitoring is solely the responsibility of Bidder.

b. Both MSMC and Mahagenco shall have access of all GPS tracking data provided by Bidder at its control room at Coal office, Nagpur and Office of MSMC. In case of any anomaly in data, same shall be brought to the notice of Mahagenco & MSMC immediately.

c. During every reconciliation, Bidder shall submit certificate and documentary proof that no anomaly is observed in GPS tracking during the transportation process of raw/washed coal.

2.8.14 FSA & LAPSE OF QUANTITY:

If Bidder fails to lift the allocated release order quantity from coal companies for consecutive two months, then MSMC / Mahagenco has the right to lift the raw coal directly from coal company in order to avoid the lapsing of FSA quantity.

2.9 BILLING AND PAYMENT:

2.9.1 The Contractor shall raise Power Station-wise monthly invoice for the Chargeable Equivalent RoM Coal Quantity worked out from the beneficiated coal (washed coal) received at respective TPS for the month (summation of three lots of the month) at the

rates accepted in the order net of rebate for reject and after providing for price adjustments & penalties as applicable based on the quality of coal assessed.

- 2.9.2** Penalty for the shortage at the end of the contract as per clause 2.8.5 shall be recovered after one month from the end of the contract from their last bill,
- 2.9.3** The Contractor shall raise Power Station-wise monthly invoices for the Beneficiation/Washing charges payable net of rebate for reject pertaining to the respective month after deduction of applicable penalties as stated under clause no. 2.9.1 above. The GST shall be indicated separately with the applicable rates and amount. The Invoices along with the documents required for drawl of payments (as per clause No. 2.9.7 below) shall be submitted to the MSMC for onward submission to the respective TPS.
- 2.9.4** The payment voucher will be prepared by MAHAGENCO's concerned power station after recovery of Railway Penalties (overloading, under loading charges, etc.), if applicable, as per Clause No. 2.11 and any other deductions as per the Contractual terms and the duly audited payment voucher for releasing payments within 30 days after receipt of the monthly invoices to MSMC for onward payment to the contractor.
- 2.9.5** Following documents are to be submitted for drawl of payments.
- a) Invoice of the Contractor showing the quantity of RoM Coal actually lifted in the month, the In-motion Weighbridge Weighment of Washed Coal Rakes at the UnLoading End for the rakes supplied to TPS during the month with the lot-wise quantities, the Equivalent Quantity of RoM Coal worked out based on the Revised Yield (lot-wise), rebate for rejects, the Weight Correction (lot-wise), if any; with the applicable penalty deduction on lot basis and monthly basis, if any, as per terms of the order,.
 - b) Copy of the Delivery Order(s) issued by MCL/WCL for MAHAGENCO as the case may be against which the RoM Quantity is lifted.
 - c) Weighment sheets of RoM coal at WCL/MCL end duly certified by WCL/MCL and Washery Contractor.
 - d) Statement of lot-wise Sampling and Analysis Results of TPA of CIL/CIMFR for the RoM Coal at the Colliery Ends and lot wise Sampling and Analysis Results of TPA of MSMC for the Beneficiated Coal at the Un-Loading End.
 - e) Statement showing Rake-wise Quantity of Washed Coal received at TPS in the month (as per clause no. 2.6 above) and corresponding RR details of the rakes billed for the month.
 - f) The Quality Control details as per Clause No. 2.8.5.
- 2.9.6** The Power Station and the Washery Contractor shall carry out reconciliation of quantity and quality at interval of every 10 Days period. The monthly payments will be released

within 30 days after receipt of the monthly invoices, however, the payment of the last month of any Quarter shall be released only after joint reconciliation of quantity and quality by the Washery Contractor and the Site Office for that Quarter.

2.9.7 Transfer of Washed Coal quantity from One TPS to Other TPS :

MAHAGENCO reserves the right to transfer the washed coal quantity from one TPS to any other TPS of MAHAGENCO at its sole discretion of MAHAGENCO. In case such transfer of Washed Coal quantity, the beneficiation charges will be given as per the same rates, terms and conditions as per the order.

(e.g. IF MAHAGENCO placed an order to a washery contractor for Power Station –A and in case of urgent requirement at other Power Plant –B, MAHAGENCO may instruct the washery contractor to transfer the washed coal quantity to Power Station –B, in that case washery contractor payment will be as per Power Station-A only)

2.10 SECURITY DEPOSIT:

The Contractor shall furnish the security deposit of an amount equivalent to 10% of the order value for one year quantity by way of Bank Guarantee in the format of MSMC (As per Annexure-XI) from any Nationalized Banks, Public Sector Bank, Private Sector Banks, Commercial Banks within 15 (Fifteen) days from the date of issue of LOI, by the Contractor for an amount equivalent to 10% of the order value.

After lapse of 15 days, if successful bidder not submitting SD-cum-BG, RPAD notice will be issued to the successful bidder mentioning that on failing to submit SD-cum-BG within next 07 days from the date of issue of RPAD notice, the EMD will be forfeited.

However, MSMC at their discretion may decide and extend the time for submission of SD-cum-BG. In case, when successful bidder not all responding within notice period or withdraws his offer then his EMD shall be forfeited and he will not be allowed to participate in the tenders from MSMC for the period of one year.

The Bank Guarantee shall be valid for a period upto six months after the last date of delivery period. The Bank Guarantee with validity, initially for one year, may be accepted by the Purchaser; however, the Bank Guarantee should be renewed time to time before one month from the expiry date.

In addition to the Security Deposit as above, the successful Washery Contractor shall have to submit an Bank Guarantee for such amount as per MSMC's being an amount equivalent to 10 days' quantity of RoM Coal calculated on the prevailing basic notified price of such RoM Coal (Inclusive of levies, taxes, duties and STC) in the given proforma

In case of part encashment of security deposit by MSMC, contractor shall replenish such encashed amount of security deposit within 15 days of such part encashment. Complete encashment of the security deposit by MSMC shall form basis for termination of the contract by MSMC.

2.11 OTHER ARRANGEMENTS:

- 2.11.1 The pre-payment of Railway freight at the booking stations shall be arranged by MAHAGENCO.
- 2.11.2 Washery Contractors shall arrange to obtain monthly delivery orders for lifting of RoM coal from restive areas of SECL/ WCL/ MCL, as per the advance payment made by MAHAGENCO, sanctioning monthly Rail programme, indenting with Railways and placement of empty rakes for loading of washed coal.
- 2.11.3 The Contractor shall ensure that the wagons are not overloaded. In case, if railways charge any penal freight, (excluding normal freight), as per loading advise given by the Railway offices on the basis of prevailing permissible carrying capacity of wagons, 80% of penal freight including all other charges/ Penalty charged by Railways shall be borne by the Washery Contractors. This is however subject to error and omission.
- 2.11.4 The Contractor shall ensure dispatches of coal in full rake loads and shall comply with all documentation formalities laid down by railways for charging freight on rake load basis only. In the event of failure to comply with the above, if the railways charge freight on wagonload basis, the excess freight so incurred shall be borne by the Washery Contractor.

2.12 MODALITIES AND TERMS AND CONDITIONS FOR WASHERY REJECTS:

The reject produced from the washery/beneficiation plant shall be allowed to be the property of the contractor and will be disposed of by the contractor. The bidder has to quote the credit to be passed on to MAHAGENCO on this account towards such disposal in price bid. The minimum base value of Rs. 600 PMT of rebate against reject should be considered while quoting the rate of beneficiation in WCL area whereas the minimum base value of Rs. 300 PMT of rebate against reject should be considered while quoting the rate of beneficiation in MCL area respectively. The contractor has to maintain proper record of disposal and submit it in the first week of the succeeding month to the office of MSMC. Washery operator shall be responsible for all clearances required under state/central statute for stacking, handling, prevention of fire and disposal of reject.

In case, if the final policy on disposal of Washery Rejects / middling's /surplus coal issued by MoC, GoI the same will be applicable to the bidders accordingly

2.13 RAILWAY SIDING :

- 2.13.1 Railway Siding: It is mandatory for all Vendors to have their own arrangement of Railway siding for dispatches of Beneficiated (Washed) Coal to MAHAGENCO TPS. The Washery contractor has to clearly mention the Railway Siding in the Annexure –I

The bidder should have own private Railway siding or should have tied up with other Railways siding for dispatch of Coal. The Railway siding should be approved for coal dispatches. The railway approval for the siding for dispatch of coal shall be treated as approval for loading of Rakes with 'C' Priority. **The railway siding can be goods shed siding for loading of Washed coal to MAHAGENCO TPS.**

The contractor shall arrange to provide dedicated railway siding / railway platform for delivery of washed coal to respective TPS of MAHAGENCO so as to ensure that only washed coal loading work for MAHAGENCO is carried out from the designated railway siding / railway platform.

2.14 FORCE MAJEURE:

If, at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil commotion, sabotage fires, floods, explosion, epidemics, quarantine restrictions, strikes lockouts or acts of God (hereinafter referred to as "even"), then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence there of neither party shall by reason of such event be entitled to terminate this contract nor shall either party shall have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to end or ceased to exist, and the decision of the Chairperson, MSMC as to whether the deliveries have been so resumed or not shall be final and conclusive.

Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Seller at a price to be fixed by the Chairperson, MSMC, which shall be final, all acceptable material in possession of the Seller or supplied by the Seller at the time of such termination or such portion thereof as the Purchaser may deem fit excepting such materials, as the Seller may with concurrence of the Purchaser elect to retain.

The penalty as per Clause No 2.8.4 shall not be imposed if the contractor has placed indents against the washed coal quantity to be delivered within the stipulated time as per Railway Rules and Railway has not provided the empty Rakes or when the MSMC / MAHAGENCO has instructed not to load rakes. However, the burden of proof the non availability of Rakes will be on washery contractor and they have to submit the authenticate document for the same. In addition to that washery contractor has to provide availability of coal at siding and washery on daily basis.

In the event of any change in the Policy of GOI which may have material adverse effect on the performance of contract the by the Washery Contractor, the MSMC shall call upon the washery contractor to re-negotiate the terms of the contract.

2.15 TERMINATION/ CANCELLATION:

After award of Contract by MSMC, if the Contractor fails to start the execution of the Contract by the date committed by the Contractor then MSMC reserves the right to cancel the Contract without giving any notice period and without any compensation to the Contractor. In such case, Security Deposit of the Contractor will be forfeited.

Purchaser would reserve the right to cancel the contract in full or part by giving one month written notice if the performance is not satisfactory in accordance with the contract/ order or in case the contract is found uneconomical to MSMC or the MAHAGENCO as the case may be. MSMC also reserves right to terminate/ cancel the order by giving one month written notice without assigning any reason thereof.

2.16 ARBITRATION:

- 2.16.1** Except as otherwise provided in the Contract Agreement, if any dispute or difference of any kind whatsoever (a "Dispute") shall arise between the Purchaser and the Contractor in connection with, or arising out of, or relating to the Contract Agreement or the breach, termination or validity hereof, the Purchaser and the Contractor shall attempt in good faith, for a period of thirty (30) days after receipt by one party of a notice from the other Party of the existence of the Dispute, to settle such Dispute in the first instance by mutual discussions between the Parties.
- 2.16.2** If the Dispute cannot be settled within thirty (30) days by mutual discussions as contemplated by clause no. 2.16.1, the Dispute shall finally be settled by arbitration in terms of the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- 2.16.3** The language of the arbitration shall be English, and the place of arbitration including for holding of any and every proceeding shall be Nagpur, Maharashtra.
- 2.16.4** There shall be three arbitrators. Each Party shall select one arbitrator within 30 days after giving or receiving the demand for arbitration. Such arbitrators shall be freely selected, and the Parties shall not be limited in their selection to any prescribed list. The two arbitrators selected by the Parties shall select the third arbitrator. If a Party does not appoint an arbitrator who has consented to participate within 30 days after the selection of the first arbitrator, the relevant appointment shall be made by under Indian Arbitration and Conciliation Act.
- 2.16.5** The award rendered shall be in writing and shall set forth in reasonable detail the facts of the Dispute and the reasons for the arbitrators' decision.
- 2.16.6** The award rendered in any arbitration commenced hereunder shall be final and binding on the Parties.
- 2.16.7** Notwithstanding the above, during the pendency of any arbitration, the Parties shall continue to perform their respective obligations hereunder.

2.16.8 The provisions of this Clause No. 2.16 shall survive the termination of the Contract Agreement.

2.17 JURISDICTION:

All the questions, disputes or differences arising under out of or in connection with the Tender. Contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender/ Acceptance of tender is issued, is situated i.e. Nagpur Maharashtra, India.

2.18 EXECUTION:

The whole contract is to be executed to the entire satisfaction of MSMC, and in the overall interest of the project and to avoid delay, Managing Director-MSMC shall have executive powers to give directives / orders on routine operational issues for successful execution of the project. Such Directives / order shall form part of the contract.

2.19 CONTRACTOR'S RESPONSIBILITY:

The Contractor shall be solely responsible for the execution of the contract in all respect in accordance with the conditions of the contract. Other than the force Majeure condition if the contractor fails to execute the contractual obligation as per terms and conditions of the tender and due to which if MSMC or MAHAGENCO as the case may be suffers any losses, MSMC reserves the right to recover such losses as MSMC deems fit.

2.19 TRANSFER AND SUBLETTING:

The Contractor shall not sublet transfer, assign or otherwise part with the contract or any part thereof to any third party either directly or indirectly.

2.20 ISSUES RELATED TO ENVIRONMENT AUTHORITIES / PUBLIC:

Issue related to environmental issues including public grievances (if any) shall be the responsibility of the bidder.

2.21 INDEPENDENT CONTRACTOR:

The bidders recognize and agree that the Contractor is not an agent or employee of Purchaser nor any affiliate of Purchaser and that Contractor is independent of any managerial or other control or direction by Purchaser and is free to perform, by such means and in such manner as Contractor may choose, all work in pursuance of commitments hereunder.

2.22 CONTRACTOR'S ACCEPTANCE:

Acknowledgment of the Detailed Order under the Agreement shall constitute Contractor's acknowledgment and acceptance of all provisions herein and all provisions of the Detailed Order.

2.23 RE-NEGOTIATION OF CONTRACT:

If during the contract period, whenever MSMC feels that there are significant changes in the scope of work, terms and conditions due to any reason, or the contract seems to be uneconomical to MSMC, then MSMC reserves the right to re-negotiate contract. If the negotiations fail, the contract shall be terminated by giving one month notice and MSMC reserves rights to retender the contract.

SECTION- III
ANNEXURES TO INSTRUCTIONS TO BIDDERS

ANNEXURE I

TECHNICAL BID FORMAT

Tender Specification No. *MSMC/Coal/2020/01*

(This shall form the part of Technical Bid)

(To be submitted on the letter-head of the Bidder)

Bidder's Details:

1.	Office Ref No & Date :	
2.	Name of the Bidder	
3.	Name & Designation of the Person Signing this bid:	
4.	Full Postal Address : Telephone No: Fax No: E-mail	
5.	Details of Tender Fee Transaction Details with date	
6.	Details of EMD : 1) BG No. & date, issuing Bank 2) Validity	
7.	Validity of the Bids	
8.	The Location/ details of Beneficiation Plant with complete address and connecting nearby Railway Siding	
(a)	Distance of Beneficiation Plant from colliery of WCL/MCL .	
(b)	Name & Distance from Beneficiation Plant to nearby Railway Siding for Loading / dispatch of Coal to MAHAGENCO.	
9(a)	Details of Experience of execution of similar Job i.e. Beneficiation of Coal and supply of washed coal to any State Electricity Board or Central Govt Owned Company or any State owned Company or Supply to Independent Power Producer (IPP) (not Captive)	
9(b)	Please Indicate year wise RoM coal Lifted & Washed Coal dispatch by rail in last three years (in Lakh Mt Per annum)	

10	Details of Beneficiation Plant Viz Capacity of Beneficiation Plant, Quantity of Beneficiation presently being carried out for the linked consumers and the spare capacity																									
11. (a)	Distance from Collieries to Beneficiation Plant in KM for which transportation Charges quoted in price Schedule.																									
(b)	Distance from Beneficiation Plant to Railway siding KM for which washed Coal transportation Charges quoted in price Schedule.																									
12	Name of Railway siding (with ALPHA Code) from where the Bidder shall load Washed Coal rakes dispatch to particular TPS of MAHAGENCO for which Railway Freight quoted in Price Bid (Only One Railway siding for Particular TPS)	<table border="1"> <thead> <tr> <th>TPS</th> <th>Railway Siding</th> <th>ALPHA Code</th> </tr> </thead> <tbody> <tr> <td>Chandrapur</td> <td></td> <td></td> </tr> <tr> <td>Koradi</td> <td></td> <td></td> </tr> <tr> <td>Khaperkheda</td> <td></td> <td></td> </tr> <tr> <td>Nasik</td> <td></td> <td></td> </tr> <tr> <td>Bhusawal</td> <td></td> <td></td> </tr> <tr> <td>Parli</td> <td></td> <td></td> </tr> <tr> <td>Paras</td> <td></td> <td></td> </tr> </tbody> </table>	TPS	Railway Siding	ALPHA Code	Chandrapur			Koradi			Khaperkheda			Nasik			Bhusawal			Parli			Paras		
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13	Having Examined the above specifications, we hereby offer	<table border="1"> <thead> <tr> <th>TPS</th> <th>Offered Qty of RoM Coal Per Month(In Lakh MT)</th> </tr> </thead> <tbody> <tr> <td>Chandrapur</td> <td></td> </tr> <tr> <td>Koradi</td> <td></td> </tr> <tr> <td>Khaperkheda</td> <td></td> </tr> <tr> <td>Nasik</td> <td></td> </tr> <tr> <td>Bhusawal</td> <td></td> </tr> <tr> <td>Parli</td> <td></td> </tr> </tbody> </table>	TPS	Offered Qty of RoM Coal Per Month(In Lakh MT)	Chandrapur		Koradi		Khaperkheda		Nasik		Bhusawal		Parli											
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		Paras	
		<i>Quantity of RoM Coal: In Lakh Mt Per Month</i>	

Signature of Authorised Representative:

Designation:

Name of the Firm:

Address of the Firm:

Seal of Firm:

ANNEXURE-II

SCHEDULE OF DEVIATIONS

Tender Specification No.: MSMC/Coal/2020/01

(This shall form the part of Technical Bid)

Deviation, if any, taken by the Bidder shall be brought out specifically in this schedule. However, Bidder shall not indicate any details of prices in this Schedule of Deviation. Except the deviations brought out in this Schedule, all other terms and conditions of the Tender the deviations brought out in this Schedule, all other terms and conditions of the Tender Specification will be considered acceptable to the Bidder.

Clause No	Deviation Taken	Justification

Signature: Designation:

Name of the Firm: Address of the Firm:

Seal of Firm:

ANNEXURE - III

SCHEDULE OF EXPERIENCE

Tender Specification No. *MSMC/Coal/2020/01*
(This shall form the part of Technical Bid)

Sr. No.	F.Y.	Name & address of the Customer	Work order No. & Date	Qty. of Coal Per Annum (in lakh Mt)	
				Raw Coal	Washed Coal Dispatched By Rail
	2017-18	1. 2. 3.			
	2018-19	1. 2. 3.			
	2019-20	1. 2. 3.			

Signature: Designation:

Name of the Firm: Address of the Firm:

Seal of Firm:

ANNEXURE-IV

BID GUARANTEE FORM

(BANK GUARANTEE ON NON JUDICIAL STAMP PAPER OF RS 500/-)

Tender No. MSMC/Coal/2020/01

WHEREAS M/s (Name & Address of the Firm) having their registered office at (Address of the Firm Registered Office) (Hereinafter called the Tenderer) wish to participate in the Tender No. MSMC/Coal/2020/01 for (Name Work) for Maharashtra State Mining Corporation Limited (Hereinafter called the Beneficiary) Rs. (Amount of EMD) and WHEREAS a Bank Guarantee for.....(Amount of EMD) valid till.....(mention here date of validity of this guarantee which will be **4 (Four) months** beyond initial validity of Tenderers offer), which is required to be submitted by the tenderer along with this tender.

We, (Name of the Bank & Address of the Branch giving the Bank Guarantee) having our registered office at.....(address of the Bank's Registered office) hereby give this Bank Guarantee No.....Dated..... and hereby agree unequivocally and unconditionally to pay immediate on demand in writing from the Maharashtra State Mining Corporation Limited or any officer authorized by it in this behalf any amount not exceeding Rs.....(amount of EMD) (Rupees.....) (in Words) to be said Maharashtra State Mining Corporation Limited on behalf of the Tenderer.

We, (Name of the Bank) also agree that withdrawal of the tender or part thereof by the Tenderer within validity or Non Submission of Security Deposit by the Tenderer within one month from the date of tender or a part thereof has been accepted by the Maharashtra State Mining Corporation Limited would constitute a default on the part of the Tenderer and this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of a default on the part of the Tenderer and that the encashed amount is liable to be forfeited by the beneficiary .

This agreement shall be valid and binding on this Bank up to and inclusive of(mention here the date of validity of bank Guarantee) and shall not be terminable by notice or by Guarantor Change in the constitutions of the Bank or the Firm of Tenderer or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded with or without our knowledge or consent by or between the Tenderer and the Maharashtra State Mining Corporation Limited.

“Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable , transferable by the Beneficiary (i.e.

Maharashtra State Mining Corporation Limited.). Notice or invocation by any person such as assignee , transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.”

NOTWITHSTANDING anything contained hereinbefore, our liability under this Guarantee is restricted to Rs..... (Amt of EMD) (Rupees.....) (in words). Our Guarantee shall remain in force till.....(Date of Expiry of the Guarantee). Unless demands or claims under this bank Guarantee are made to us in writing on or before.....(Date of validity of Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be Released and discharged from all liabilities there under.

Place.

Signature of the Bank Authorized

Date :

Signatory with official Seal

Please mention here complete Postal

Address of the Bank with Branch Code, Telephone No and Fax No

ANNEXURE - V
PRICE BID FORMAT FOR BENEFICIATION (WASHING) OF COAL - WCL

Tender Specification No. *MSMC/Coal/2020/01*

(This shall form the part of Price Bid)

SN	Particulars	Price Without GST (Rs/ Mt)	GST Applicability		Price With GST (Rs/ Mt)
			(%)	(Rs/M)	
(a)	(b)	(c)	(d)	(e)	(f)= (c) (e)
1.	Transportation Charges of RoM Coal from Collieries to Washery				
2.	Rate of Beneficiation of RoM Coal size (-) 100 mm and supply of Washed coal as per the Tender Specification				
3.	Transportation Charges for Washed Coal from Washery to Railway Siding				
4.	Pay Loader Charges for loading of Washed Coal into Railway wagons				
5.	Price on FOR Loading End basis with 85% Normative Yield	$=1c+2c+(3c*0.85)+4c*0.85$			$=1f+2f+(3f*0.85)+(4f*0.85)$
6.	Railway Freight from Railway Siding to _____				
7.	Railway Freight from Railway Siding to _____				
8.	Railway Freight from Railway Siding to _____				
9.	Railway Freight from Railway Siding to _____				
10.	Railway Freight from Railway Siding to _____				
11.	Railway Freight from Railway Siding to _____				
12.	Railway Freight from Railway Siding to _____				
10.	Landed Price on For ___ TPS End	$= 5c+ (6c*0.85)$			$= 5c+ (6c*0.85)$
11.	Landed Price on For ___ TPS End	$= 5c+ (6c*0.85)$			$= 5c+ (6c*0.85)$
12.	Landed Price on For ___ TPS End	$= 5c+ (6c*0.85)$			$= 5c+ (6c*0.85)$
13.	Landed Price on For ___ TPS End	$= 5c+ (6c*0.85)$			$= 5c+ (6c*0.85)$
14.	Landed Price on For ___ TPS End	$= 5c+ (6c*0.85)$			$= 5c+ (6c*0.85)$
15.	Landed Price on For ___ TPS End	$= 5c+ (6c*0.85)$			$= 5c+ (6c*0.85)$
16.	Landed Price on For ___ TPS End	$= 5c+ (6c*0.85)$			$= 5c+ (6c*0.85)$

Signature of Authorised Representative:

Designation:

Name of the Firm:

Address of the Firm:

Seal of Firm:

ANNEXURE - VI
PRICE BID FORMAT FOR BENEFICIATION (WASHING) OF COAL - MCL

Tender Specification No. MSMC/Coal/2020/01

(This shall form the part of Price Bid)

SN	Particulars	Price Without GST (Rs/ Mt)	GST Applicability		Price With GST (Rs/ Mt)
			(%)	(Rs/M)	
(a)	(b)	(c)	(d)	(e)	(f)= (c) (e)
1.	Transportation Charges of RoM Coal from Collieries to Washery				
2.	Rate of Beneficiation of RoM Coal size (-) 100 mm and supply of Washed coal as per the Tender Specification				
3.	Transportation Charges for Washed Coal from Washery to Railway Siding				
4.	Pay Loader Charges for loading of Washed Coal into Railway wagons				
5.	Price on FOR Loading End basis with 72% Normative Yield	$=1c+2c+(3c*0.72) + (4c*0.72)$			$= 1f +2f + (3f*0.72) + (4f*0.72)$
6.	Railway Freight from Railway Siding to _____				
7.	Railway Freight from Railway Siding to _____				
8.	Railway Freight from Railway Siding to _____				
9.	Railway Freight from Railway Siding to _____				
10.	Railway Freight from Railway Siding to _____				
11.	Railway Freight from Railway Siding to _____				
12.	Railway Freight from Railway Siding to _____				
10.	Landed Price on For ___ TPS End	$= 5c+ (6c*0.72)$			$= 5c+ (6c*0.72)$
11.	Landed Price on For ___ TPS End	$= 5c+ (6c*0.72)$			$= 5c+ (6c*0.72)$

12.	Landed Price on For ___ TPS End	= 5c+ (6c*0.72)			= 5c+ (6c*0.72)
13.	Landed Price on For ___ TPS End	= 5c+ (6c*0.72)			= 5c+ (6c*0.72)
14.	Landed Price on For ___ TPS End	= 5c+ (6c*0.72)			= 5c+ (6c*0.72)
15.	Landed Price on For ___ TPS End	= 5c+ (6c*0.72)			= 5c+ (6c*0.72)
16.	Landed Price on For ___ TPS End	= 5c+ (6c*0.72)			= 5c+ (6c*0.72)

Signature of Authorised Representative:

Designation:

Name of the Firm:

Address of the Firm:

Seal of Firm:

ANNXURE - VII

Price Bid Format for Various Distances

Tender Specification No. MSMC/Coal/2020/01

(This shall form the part of Price Bid)

Road Distances of Washeries from the Coal Mines (In Kms)

SN	Washery Name	Road Distance of Washeries from Coal Mines
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Road Distances of Washery to Loading End (In Kms)

SN	Washery Name	Road Distance of Washeries to The Railway Siding
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Rail Distances from Washery Railway sidings to TPSs (In Kms)

Name of Railway siding at Washery End	Siding ALPHA Code	Distance of Railway siding to ___ TPS	Distance of Railway siding to ___ TPS	Distance of Railway siding to ___ TPS	Distance of Railway siding to ___ TPS	Distance of Railway siding to ___ TPS	Distance of Railway siding to ___ TPS	Distance of Railway siding to ___ TPS

Note

Bidder has to mention only one siding for a particular TPS as quoted in Price Bid.

Signature of Authorised Representative:

Designation:

Name of the Firm:

Address of the Firm:

Seal of Firm:

ANNEXURE - VIII

Price Bid Format for Charges towards Disposal of Rejects

Particulars	Price Without GST (Rs/ Mt)	GST Applicability		Price With GST (Rs/ Mt)
		(%)	(Rs/Mt)	
<i>(For WCL)</i> Reject rebate per ton of RoM Coal (Normative Yield 85%)				
<i>(For MCL)</i> Reject rebate per ton of RoM Coal (Normative Yield 72 %)				

Signature of Authorised Representative:

Designation:

Name of the Firm:

Address of the Firm:

Seal of Firm:

ANNEXURE – IX

Price Bid Format for Bid Evaluation

	WCL	Chandrapur	Koradi	Khaparkheda	Nasik	Bhusawal	Parli	Paras	Average
A	Landed Price As per Annexure VI								
B	Rebate on Rejects As per Annexure IX								
A- B	Net Outflow on TPS end basis								

	MCL	Chandrapur	Koradi	Khaparkheda	Nasik	Bhusawal	Parli	Paras	Average
A	Landed Price As per Annexure VII								
B	Rebate on Rejects As per Annexure IX								
A- B	Net Outflow on TPS end basis								

ANNEXURE - X

FORMAT FOR SECURITY-CUM-PERFORMANCE
BANK GUARANTEE

(On Stamp Paper of Rs. 500/-)

The Bank ofhereby agree unequivocally and unconditionally to pay immediately on demand in writing from the..... Ltd. or any officer authorized by it in this behalf, any amount and not exceeding Rs..... (Rupees.....) to the said Maharashtra State Mining Corporation Limited. on behalf of M/s. who have entered into a contract for the works specified below:

LOI No.dated.....

This agreement shall be valid and binding on this Bank upto and inclusive of (validity date) and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractor or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alteration made, given, conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

“Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the Beneficiary (i.e. Maharashtra State Mining Corporation Limited). Notice or invocation by any person such as assignee , transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.”

"NOTWITHSTANDING" anything contained herein before our liability under this guarantee is restricted to Rs..... ((in words) (Rupees.....) Our guarantee shall remain in force until (Date of validity of Guarantee). Unless demands or claims under this bank Guarantee are made to us in writing on or before..... (Date of validity of Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be Released and discharged from all liabilities there under.

Place :

Signature of the Bank Authorized

Signatory with official Seal

Date :

Please mention here complete Postal

Address of the Bank with Branch Code, Telephone No and Fax No

ANNEXURE - XI

NO OBJECTION CERTIFICATE

(for utilization of(insert address of Private siding) by
.....(Insert name of the Bidder) pertaining to the tender allotted by
Maharashtra State Mining Corporation Limited)

To,

Maharashtra State Mining Corporation Limited

Dear Sir,

We (insert name and address of the owner of the Railway Siding) hereby authorize M/s(insert the name of the Bidder) to utilize our Private Siding at(insert name and address of the Railway Siding) for providing Logistics services to Maharashtra State Mining Corporation Limited acting on behalf of **Maharashtra State Power Generation Company** for a period of(Years/ Months) from signing of Contract and commencement of services.

We.....(insert name and address of the owner of the Railway Siding) also hereby state that Maharashtra State Mining Corporation Limited acting on behalf of **Maharashtra State Power Generation Company** shall not have any liability towards us for utilization of private siding at(insert the name and address of the Railway Siding) by M/s(insert name of the Bidder) for providing Logistics services to Maharashtra State Mining Corporation Limited acting on behalf of **Maharashtra State Power Generation Company** for this period and we will not have any claim on Maharashtra State Mining Corporation Limited acting on behalf of **Maharashtra State Power Generation Company** Assets/ Coal lying on the siding.

For and on behalf of M/s (Insert name and address of the owner of the Private Siding) (Signature and stamp of any whole time Director (supported by a specific Board Resolution)/ Manager (refer Note 1 & 2 below) of owner of Railway Siding)

Name :.....

Date :.....

Place :

Note

1. Any whole time Director (supported by a specific Board Resolution)/ Authorized Signatory of the Company / Entity owning Railway Siding)
2. In case of Authorized Signatory, The Company/ entity should confirm through a duly certified copy of Board Resolution that concerned person is appointed as Authorized Signatory for the purpose in question.