Kind Attn: Mr. Rajinder Bhamby (Authorised Signatory)

Sub: "Setting up of Ib- Valley Coal washery (10.0 Mtpa) at Lakhanpur area, MCL on BOM concept" : Regarding Letter of Award (LoA) to the Lowest Bidder i.e. M/s Global Coal & Mining Pvt. Ltd. (GCMPL).

Details:

i) E-Tender Notice No.: MCL/ SAMB/ WASHERY/15-16/ 01 dtd 29/05/2015

ii) M/s GCMPL’s Bid submitted online in response to Bid Notice dtd 29.05.2015 and its Corrigendum dtd. 29.07.2015 & 07.08.2015

iii) Tender Id No. : 2015_MCL_14540_1

iv) GCMPL’s Bid Id: 37905


vii) Price Break-up after inclusion of GST submitted by M/s GCMPL vide letter no. GCMPL/BBSR/LKP/17-18/38 and 39 dtd 06/08.01.2018 & 22.01.2018 respectively.

With reference to the above, the competent authority has been pleased to award the job for "Setting up of Ib- Valley Coal washery (10.0 Mtpa) at Lakhanpur area, MCL on BOM concept" to M/s Global Coal & Mining Pvt. Ltd. (GCMPL), as per the description of work put in the above mentioned E-Tender Notice dtd 29.05.15 and in terms of the various stipulations as contained in the subject Bid Document for this work; subsequent clarifications, confirmations, undertakings given by M/s GCMPL and their acceptance by MCL on the basis of the following broad technical & financial parameters:

a) Set-up cost : Rs. 316,37,20,631.12 in INR [inclusive of Freight Charges (i.e. loading, unloading, inland transportation, packing etc) plus insurance and all the components of statutory taxes, duties and
other levies, royalty and building & construction worker cess (as applicable in the states) governed under Indian law] + GST @ 18% (i.e. Rs. 56,94,69,713.60) and US $ 26,31,897.105 i.e. CIF Price [inclusive of Ocean Freight & Insurance] + BCD (Basic Custom Duty) + Education Cess on BCD + Miscellaneous expenses etc] + GST @ 18% (i.e. US $ 4,73,741.479) as per the relevant articles of Bid Document. This set up cost is equivalent to 392,75,74,748 in INR (Three Hundred Ninety Two Crores, Seventy Five Lakhs, Seventy Four Thousand, Seven Hundred and Forty Eight INR only) including USD 31,05,638.583 lakhs @ exchange rate of 62.5908 INR per USD. Set-up cost will be paid in INR and USD as quoted.

b) Operating Cost : 104.00 in INR (INR One Hundred Four only) inclusive of levies & taxes + GST @ 18% (i.e. Rs. 18.72) per tonne of raw coal on dry basis for the first year of Commercial Operation as per provision of Bid Document.

c) Salient Guaranteed Operational Parameters:

i) Raw coal throughput : 10.0 Mtpa (Ten Million Tonnes per annum) of raw coal (as received basis). However, Plant should be designed on 10.0 (Ten) Mtpa raw coal (dry basis).

ii) Minimum Guaranteed Yield of Washed Coal committed : 78.7% (Seventy Eight Point Seven) on dry basis with likely Monthly Avg. Ash% of Raw Coal of 41.5 (Forty one point five) on air dried basis (adb) at Monthly Targeted Washed Coal Ash% of 33.5 (Thirty three point five) on adb. This Yield is determined by system, online, based on the Maximum Yield 89.9% (dry) at 37.5% raw coal ash (adb) and Minimum Yield 67.5% (dry) at 45.5 % raw coal ash (adb) as quoted by M/s Global Coal & Mining Pvt. Ltd. as per clause no. 11.0 (e.) of Detail e-Tender Notice.

iii) Power Consumption : 4.75 kWh/t of raw coal (Four point Seven Five) on dry basis.

iv) Water Consumption : 0.10 Cum/tonne of raw coal (Zero Point One) on dry basis.

Other details of the subject work are given hereunder:

1.0 Assured Raw Coal : 10.0 Mtpa on 'as received basis' with range of monthly average ash% of 41.5±4 (adb) and range of Total Moisture% of 10.1 – 12.6 (arb)
2.0 Period of Work  : Set-up – 18 (eighteen) months (including PGT) from the date of signing of contract.

Operation & Maintenance – 10 (ten) years with a provision of reviewing by the Owner for renewal of the contract for each term of 05 (five) years thereafter on the basis of same terms & conditions.

3.0 Terms of Payment  : Payment shall be made as per Cl. No. 4(A).36 of ‘General Terms & Conditions of Contract’ and Cl. No. 4(D).4 of ‘General Conditions for Operation & Maintenance’ and other relevant clauses of Bid Document.

4.0 Paying Authority  : General Manager (Finance), MCL HQ.

5.0 Engineer-in Charge  : General Manager, Lakhanpur Area or his authorised representative.

6.0 Project Financial Security  : M/s GCMPL has to submit Project Financial Security (PFS) in the form of BG for an amount equivalent to set-up cost of the washery on issue of this LoA but before signing of the Agreement in line with Cl. No. 4(A).2 of ‘General Terms & Conditions of Contract’ of Bid Document.

7.0 Guarantee  : M/s GCMPL shall meet the guarantee parameters regarding the ‘subject work’ as per Section – 5(D) ‘Performance Guarantees of Plant & Equipment’ of Bid Document.

8.0 LD for Delay in Completion  : Failing to maintain the required progress in terms of the contracted time & progress, M/s GCMPL shall pay compensation/ LD as per Cl. No. 4(A).11 of ‘General Terms & Conditions of Contract’ of Bid Document.

9.0 Regulation of Local Authorities and Statutes  : i. M/s GCMPL has to comply with all the rules& regulations of Local Authorities as well as DGMS/ Statutory Authorities during the performance of their field activities.

  ii. M/s GCMPL is also required to comply the provision of Minimum Wages Act, recommendation of High Power
Committee of CIL, Employee Compensation Act, Contract Labour (Regulation & Abolition) Act, CMPF/CMPS/EPF Act and/or any other Labour law applicable to the industries.

iii. M/s GCML would co-operate and undertake all the steps which may be felt necessary to comply with all the statutory requirements as per policy and procedures in vogue in MCL.

iv. The EIC as per cl. no. 5 of LoA shall take all necessary actions to ensure the compliance as mentioned above.

10.0 Legal jurisdiction and settlement of disputes

Matter related to any dispute or difference shall be subject to the jurisdiction of Sambalpur court, Odisha only as per Cl. No. 38 of 'Detail e-Tender Notice' of Bid Document. In case any dispute or difference arises out of this tender and subsequent contract awarded based on this tender, the same shall be settled as per the Guidelines issued by the Ministry of Finance, Govt. of India, as per Cl. No. 4(A).37 'General Terms & Conditions of Contract' of Bid Document.

11.0 Agreement & execution

All other terms and conditions, including that contained in this LoA shall be as per the terms and conditions of the Bid document and shall form part of the Contract. A formal Agreement on Non-Judicial Stamp Paper amounting to 100/- in INR shall have to be executed between Mahanadi Coalfields Ltd. (MCL) and M/s Global Coal & Mining Pvt. Ltd. (GCML) within the time frame as per Cl. No. 4(A).1 of 'General Terms and Conditions of Contract' of the Bid Document. The necessary expenses in making the Agreement documents shall be to the M/s GCML's account. All the terms and conditions laid down in the Bid Document shall be applicable.

12.0 Unconditional Acceptance

Of LoA

The LoA is being issued in duplicate. M/s GCML is requested to return the duplicate copy of this LoA immediately after receipt duly signed and stamped on each page by the authorized representative of M/s GCML as a mark of acceptance within 7 (seven) days from the date of issue of this letter.
Failure to enter into the required contract within the time frame as per Cl. No. 4(A) of ‘General Terms and Conditions of Contract’ of the Bid Document, shall entail cancellation of LoA/work order and forfeiture of the Bid security.

You are hereby also requested to attend this office with prior intimation to chalk out the details for taking further steps with regard to signing of Contract, other statutory clearances from Factory Inspector, Electrical Inspector etc.

This issues with the approval of competent authority and has got financial concurrence vide FC no FC/MCL/SBP/CAP/2017-18/P&M/LKP-BLP-LIL OCP/LKP Area/C-178 dtd 05.07.2017 and FD vide no. FD/MCL/SBP/CAP/2018-19/Administrative Approval/IBV Washery/D-18 dtd 03.03.2018.

सदन्यायादः

सदृश सूचनार्थः
1. CMD, MCL.
2. DT, CIL.
3. DT(O)/ DT(P&P)/ D(P)/ D(F), MCL.
4. CVO, MCL.
5. Shri S. K. Mohanty, Independent External Monitor At: “Mohanty’s, Mathasahi, Chauliaganj, Cuttack- 753004
6. CGM/TS to Chairman CIL – for kind information of Chairman.

वितरण:
1. GM (PMD), CIL.
2. GM (CMP), CMPDI HQ, Ranchi.
3. GM, Lakhapur Area, MCL – with a request to take necessary action for successful execution of the work after signing of contract.
4. GM (Finance), MCL HQ.
5. GM(Projects & Planning)/GM(Envl.)/GM(Civil)/HoD/ GM(E&M)/HoD, MCL HQ.
6. GM (System), MCL - with a request to upload on MCL website.