

Expression of Interest (EOI) for Beneficiation of raw coking coal of Bharat coking coal limited at owned private washeries along with loading and dispatch of the washed products to different consumers.

1. Background: Bharat Coking Coal ("BCCL" or "Owner") headquartered in Dhanbad Jharkhand is a 'Miniratna Public Sector Undertaking and a wholly owned subsidiary of Coal India Limited.

BCCL being the largest coking coal producer in the country, it is its commitment to supplying as much as coking coal to the country as possible. The clean coal produced from the washery will reduce the import of the nation, thereby, saving the precious FOREX of the nation.

Also, BCCL under its Atma Nirbhar drive has committed to supply as much as coking coal to the nation.

BCCL produces two types of coking coal- Prime Coking Coal (PCC) and Medium Coking Coal (MCC) having low volatile matter. MCC constitutes ~85-90% of aggregate coking coal production while remaining 10% is constituted by PCC.

BCCL has commissioned numerous MCC Washerries under the BOM concept. However, only one old PCC washery (namely Moonidih Washery) is currently operational and capacity augmentation of the PCC washerries are underway. Meanwhile, BCCL had entered into an agreement with TSL to utilize extra capacity of TSL Washerries for washing its PCC coal which turn out to be a huge success for all stake holder. (i.e. BCCL, TSL and Consumers)

Since the capacity augmentation of the washerries will take time and PCC production is expected to rise in the future, BCCL would like to extend the opportunity to the all-Private player involved in coal Washing Business.

2. Objectives:

The main objectives of the proposed EOI are to invite budgetary quotation from potential bidders involved in coal washery business for following work.

- 1) Transporting of Raw coal from different mines of BCCL to the owned washery of the washery operator.
- 2) Washing of the raw coal at their Washerries by the Washery Operator.
- 3) Loading of the washed product in to the rake from railway siding of BCCL for consumer as instructed by BCCL.

3. Invitation of EOI: BCCL intends to execute the above-mentioned task of washing its raw coking coal by inviting tenders from interested bidders/Washery Operator who are involved with and having considerable experience in washing of coking coal as per scope of work mentioned in the document.

4. Instruction to the Bidders:

Information to be furnished by the interested organization together with supporting documents: -

- a) Name of the organization and nature of firm.
- b) Year of establishment.
- c) Address and contact No. with E-mail ID.
- d) Details of in-house key personnel.
- e) Experience of the organization in related area.
- f) Certificate of solvency.
- g) Details of Annual turn-over during last 3 financial year.
- h) The bidder must have completed coal washing work of minimum 2 .0 lakh Te in one year (any continuous 365 days) of continuous operation during the last 10 years. Relevant document may be furnished.**

BCCL may seek additional information / clarification / documents from the bidders after submission of EOI. However, BCCL reserve the right of rejections/accepting the EOI or inviting fresh EOI, if required.

5. Scope of Work:

- I. Transportation of Raw coal from different mines of BCCL to the washery of washery operator:** Raw coking coal shall be provided by BCCL and the ownership of the raw coking coal shall lie with BCCL which shall be reflected in the invoice given at the time of the dispatch from a particular mine. Washery Operator shall transport raw coal from BCCL sources identified, to its washery after compliance of the Statute. The Royalty, DMFT, NMET, Income Tax

and other applicable Govt. Levies, if any, shall be paid by the BCCL. The amount of raw coal supplied to the Washery Operator will **only** be determined by the reading at the BCCL weighbridge.

- II. Washing of the raw coal at their Washeries:** Washery Operator shall wash transported raw coal at their washeries and generate the washed coal at desired level of Ash % by operating the plant at least 95 % organic efficiency as per the yield specified in the washability done on supplied raw coal sample by a third Party. As agreed, upon by both parties, after beneficiation, Washery Operator shall supply two products i) Washed Coal (for metallurgical purpose) and ii) Washed Power Coal (for power generation).

Washery Operator has to dispatch a total of WC and WCP (on dry basis) equivalent to the raw coal quantity supplied to them on dry basis before the closure of the contract.

The Washery Operator is obligated to bear any penalties imposed by the consumer due to quality deviations in the dispatched washed coal.

- III. Loading of the washed product in to the rake for consumer as instructed by BCCL:** BCCL shall have exclusive right to sell the products to its consumer. The washed coal and Washed Power Coal shall be transported by the Washery Operator at their own cost and shall be loaded onto Rakes by Washery Operator. The arrangement of the Rakes, necessary Govt. sanction and applicable statutory payments/expenses, required for transportation of washed coal and Washed Power Coal shall be the responsibility of BCCL and Washery Operator shall assist BCCL. Washery Operator shall dispatch the rakes only after receiving written permission onward permit for dispatch of washed coal and Washed Power Coal.

Washery Operator shall be responsible for loading the wagon as supplied by railway. In case of Under Loading and any demurrages at the loading station of the washery of Washery Operator or en-route, any charges, if levied on BCCL, as per the norms of railway shall be deducted from the bills raised by Washery Operator for conversion charges.

Washery Operator having own loading system & railway siding can load washery products onto the rake of consumer. Washery Operator shall have to arrange for a co-user agreement with BCCL from Railways.

For Washery operator within the 50 KM radius of the Dhanbad, not having railway siding can use available BCCL siding **on co-user charge basis as applicable** to stack and load the washery products onto the rake as instructed by the BCCL.

6. Special Terms & Conditions:

- (I) **Conversion Charges:** The Conversion Charges (**which includes cost of transporting of raw coal to washery, washing and transporting & loading of washed coal/Washed Power Coal in rakes and weighment in railway weighbridges**) in terms of washed products dispatched per ton on dry basis shall be payable by BCCL to the Washery Operator.

Washery Operator who wants to use BCCL siding for dispatch of washery products shall quote conversion charges for following both scenario (as indicated in the price bid):

A) Conversion charges per Te which includes transporting & washing of raw coal and transporting plus loading of the washery products from siding of BCCL which is located within 20 KM of the washery.

B) Conversion charges per Te which includes transporting & washing of raw coal and transporting plus loading of the washery products from siding of BCCL which is located between 20 km to 40 KM of the washery.

Bills for conversion charges shall be raised at the rate of per ton of washed products dispatched on dry basis with applicable taxes and duties on monthly basis.

(II) Determination of Quality of Raw coal, Yield of washed coal and Washed Coal Power:

- a. The quality of raw coal shall be determined by Third Party sampling of the raw coal transported from BCCL mine end to washeries. Sampling of raw coal for deriving theoretical yield shall be carried out at loading point of coal at mines end by Third Party. The Third Party shall be appointed by the BCCL. Third Party will be any Government Institution/ NABL Accredited Laboratory preferably CIMFR/IITs/IIEST/NML Jamshedpur/IICT Hyderabad/IMMT Bhubaneshwar etc. The Third Party shall collect samples on every 8th truck or as per the laid down procedure of Coal Controller, at loading point on daily basis. Final samples shall be prepared and divided in 2 parts. 1st part shall be taken by the Third Party to their lab, the same day and 2nd part of the sample will be named as Referee sample. If any dispute arises, regarding Third Party Sampling results then the referee samples will be analyzed in presence of both the parties at Govt. Institution/ NABL Accredited Laboratory preferably CIMFR/IITs/IIEST/NML Jamshedpur/IICT Hyderabad/IMMT Bhubaneshwar etc. Cost of testing of referee sample shall be borne by the Washery Operator raising the dispute.
- b. The drawn samples shall be transported by the third Party same day, to their lab and BCCL shall authorize and grant permission to the Third Party for all such matter. Transportation of samples shall be the responsibility of the Third Party. The collected samples shall be subjected to analysis for quality assessment (ash% and moisture %)
- c. The quality of raw coal transported from BCCL mine end to washeries shall be determined by Third Party. Sampling of raw coal for deriving theoretical yield shall be carried out at loading point of coal at mine end by Third Party. Third Party shall assess the ash and moisture level of the Washery Products to be dispatched to the consumer (s) from the railway siding of BCCL or their own siding whichever is applicable.
- d. Washability tests shall be carried out on the gross samples collected daily from the mine source at fixed interval. For this purpose, Washery Operator shall lift raw coal of quantity 4000 Te, from one mine and then go for washability test by Third Party or If coal source is from different mines then proportionate mixing of sample will be done and subsequently washability will be done (when 4000 Te raw coal is lifted) for combined composite sample by Third Party. Composite sample shall

be prepared by proportionate mixing depending on the tonnages from each source.

- e. Subsequently, yield of washed coal and Washed Power Coal shall be reported on dry basis at 95% Organic Efficiency of the theoretical yield at the desired ash level of washed coking coal (as received basis) as communicated by BCCL from time to time. Washery Operator shall supply washed coal and Washed Power Coal based on the derived yield. **Ash balancing as per washability report may be considered while making final annual reconciliation of products.**
- f. However, either Washery Operator reserves the right to stop lifting in case of deviation of coal quality/washability from any individual sources based on their verification / analysis.
- g. Washery Operator shall ensure supply of washed coal and Washed Power Coal to be agreed mutually and signed by both the Parties in the Washability Analysis Data as may be determined mutually.
- h. Coal shall be washed at the desired ash level of washed coking coal (as received basis) as communicated by BCCL from time to time.
- i. Quantity of Washed Coal Power to be received by BCCL will be determined as above in clause 6(II)d. However, **Washery Operator shall supply the Washed Coal Power after dewatering and the total weight of Washed Coal and Washed Coal Power will be capped at 100% of the raw coal received on dry basis.**

(III) Safeguarding of Coal: The washery operator shall be responsible for coal security post-weighment at the mine's end and remains accountable until the loading of washery products onto the rake.

BCCL retains the exclusive right to access the washery operated by the washery operator, and the measurement for stock verification can be conducted at any time during the contract period at its discretion.

(IV) Bonus/Penalty Clause:

a) Bonus: If Washery Operator manage to operate plant with more than 95 % organic efficiency and produces and dispatch (on dry basis) more than the calculated Washed coal on dry basis based on washability done by 3rd Party taking 95% organic efficiency into consideration, then Washery Operator is liable to earn bonus equal to **50 % of the extra profit** earned by BCCL due to dispatch of this additional quantity of washed coking coal.

Extra Profit here shall mean total sale value of the Washery products when operated plant with more than 95% efficiency – (minus) total sale value of the washery products as per the

calculation when 95 % organic efficiency is taken into account.

This shall be calculated quarterly (periodically after 3 month).

b) Penalty: Every three months, a reconciliation of the quantity of the Washed products computed using the average washability for that time frame provided by a Third Party with 95% organic efficiency must be completed.

The Washery Operator is required to dispatch the computed quantity of washed coal on a dry basis within a period of 15 days after every cycle of three-month period.

If Washery Operator fails to do so then penalty shall be imposed equal to the sale value of washed coal which could not be dispatched as per the reconciled computed quantity, from the running bill.

However, if the Washery Operator manages to fulfill the dispatch obligation of washed coal within the stipulated time frame (by the end of the year plus the 15-day grace period), any previously deducted amounts as penalties will be refunded to the Washery Operator.

In the event that the Washery Operator is unable to wash the coal and has not dispatched the calculated quantity of washed coal against the supplied raw coal equivalent to past 20 days, BCCL reserves the right to suspend the supply of raw coal to the Washery Operator. This suspension will continue until the Washery Operator completes the conversion process and dispatches the full quantity of washed coal as per the agreed terms. This provision is implemented to ensure that the raw coal supply aligns with the processing and dispatching capabilities of the Washery Operator and maintains the overall workflow efficiency.

(V) Moisture Clause: The maximum allowable limit of moisture in supplied washed coal shall be less than 8% (As received basis from washeries). This will be monitored rake wise.

(VI) Weighment: For all the rakes dispatched under the proposed arrangement, the weight recorded in the **EPS document** will be

considered for dispatch quantity of washed coal and Washed Power Coal. In case, if weighment is not done at railway weighbridge, then Railway Receipt shall be generated at Permissible Carrying Capacity weight. However, In this case the quantity shall be taken for calculation of the dispatched quantity as per the relevant clause defined in the MoU or FSA whichever is applicable.

(VII). Reconciliation parameters: Washery Operator Shall supply washed coal and washed coal power in accordance to the clauses of this agreement. BCCL and Washery Operator will carry out reconciliation at the end of each quarter as under:

- a. Opening balance Quantity of Washery Products.
- b. Final receipt Quantity of Raw coal receipt as defined in clause 5(II). Which will be converted and
- c. Quantity of Washed Products (on dry basis) will be calculated as per the average washability during the time frame considering 95% organic efficiency of the plant. The total weight of Washed Coal and Washed Coal Power will be calculated at 100% of the raw coal received on dry basis.
- d. Quantity of washed coal and Washed Power Coal dispatched on dry basis.
- e. Dispatchable/Receivable stock of washed coal and Washed Power Coal on dry basis.

In the event of termination of this agreement, any stock of washed coal (in case of left-over raw coal, the same shall be washed and converted to equivalent quantity of Washed coal and Washed Power coal) and Washed Power coal shall be returned to BCCL. BCCL shall reimburse the processing and transport cost as per actuals.

(VIII) Performance security: Performance Security to be submitted at award of work and the security deposit shall bear no interest.

Performance Security) should be 5% of annualized value of contract amount, calculated with minimum quantity of coal to be washed (i.e. 0.75 MTPA) , should be submitted within 21 days of issue of LOA by the successful bidder in any of the form given below:

- A Bank Guarantee (BG) in the form given in the bid document from any scheduled Bank. The BG issued by outstation bank shall be operative at its local branch at Dhanbad or branch at Kolkata.

- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner and duly pledged in favour of owner.
- Demand Draft drawn in favour of BCCL on any Scheduled Bank payable at its Branch at Dhanbad.

Refund of Security Deposit:

The refund of Security Deposit shall be subject to Company's right to deduct/appropriate its dues against the Contractor under this contract or under any other contract. On completion of the work and certified as such by the Project Head on behalf of BCCL, the Security Deposit remaining with the Company shall be refunded.

Performance Security shall be refunded within 60 days of the completion/termination of the work. (The date of completion of the work will be certified by Project Head).

(IX) TERMINATION OF AGREEMENT:

This Agreement may be terminated in following events:

- a. By any Party, if a Party is unable to perform its obligation under this Agreement because of a Force Majeure Act, as described in Clause 6(XI), and such inability to perform lasts for not less than a total of 90 days in any continuous period of 180 days. In such event, the termination shall take effect on expiry of the notice period of 90 days, and the parties shall be absolved of all rights/obligations under this Agreement, save those that had already accrued as on the effective date of termination.
- b. In the event that either Party suffers insolvency, appointment of liquidator, appointment of receiver of any of material assets, levy of any order of attachment of the material assets, or any order or injunction restraining the Party from dealing with or disposing of its assets and such order having been passed is not vacated within sixty (60) days, the other Party shall be entitled to terminate this Agreement.
- c. Either Party to this agreement may terminate the contract on 30 days notice in writing to the Party.
- d. Termination of this Agreement shall be without prejudice to the accrued rights and obligations of either Party, immediately prior to termination.

(X)FORCE MAJEURE

As used in this Agreement, the expression " **Force Majeure**" or "**Force Majeure Act**" means any act, circumstance or event or a combination

of acts, circumstances and events which wholly or partially prevents or delays the performance of obligations of either Party arising under this Agreement (" Non-Performing Party") when such act, circumstance or event is not reasonably within the control of and not caused by the fault or negligence of the Non-Performing Party, and provided that such act, circumstance or event is relatable to one or more of the following categories:

- a. Flood, inundation of mine, drought, lightning, cyclone, storm, earthquake or geological disturbances, eruption of gases and such like natural occurrences;
- b. Any law, ordinance or order of the Central or State Government, or any direction of a statutory regulatory authority that restricts performance of the obligations hereunder;
- c. The enactment, promulgation, amendment, suspension or repeal of any Applicable Laws after the date hereof;
- d. War, riot, civil war, blockade, insurrection, acts of terrorism, public enemies or civil disturbance;
- e. Explosion, Mine fire and other fire, inundation, contamination of atmosphere by radioactive or hazardous substances.
- f. Epidemic.
- g. Any Government action. Provided that a Force Majeure act, circumstance or event shall not include, equipment failure or breakdown other than as specifically set forth above.

(XI) Burden of Proof:

In the event the Parties are unable to agree in good faith that a Force Majeure Act has occurred, the Parties shall resolve the dispute in accordance with the provisions of this Agreement. The burden of proof as to whether a Force Majeure Act has occurred shall be upon the Party claiming the occurrence or existence of such Force Majeure Act.

(XII) Effect of Force Majeure:

If either Party is wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Act, then the Non-Performing Party shall be excused from whatever performance is affected by the Force Majeure Act to the extent so affected, provided that:

- a. Within 5 (five) Business Days after the occurrence of the inability to perform due to a Force Majeure Act, the Non-Performing Party provides a written notice to the other Party of the particulars of the occurrence, including an estimation of its expected duration and probable impact on the performance of its obligations hereunder,

- b. The Non-Performing Party shall use all reasonable efforts to continue to perform its obligations hereunder and to correct or cure as soon as possible after the said Force Majeure Act.

c.

(XIII) The suspension of performance shall be of no greater scope and no longer duration than is reasonably necessitated by the said Force Majeure Act.

- a. The Non-Performing Party shall provide the other Party with prompt notice of the cessation of the said Force Majeure Act giving rise to the excuse from performance and shall thereupon resume normal performance of obligations under this Agreement with utmost promptness.
- b. The non-performance of any obligation of either Party that was required to be performed prior to the occurrence of a Force Majeure Act shall not be excused as a result of such subsequent Force Majeure Act.
- c. The Force majeure Act shall not relieve either Party from its obligation to comply with Applicable Laws. The Non-Performing Party shall exercise all reasonable efforts to mitigate or limit damages to the other Party.

(XIV) LEGAL JURISDICTION

Matter relating to any dispute or difference arising out of this EOI and subsequent contract awarded shall be subject to the jurisdiction of Dhanbad court only.

7. List of mines from which raw coal is to be linked.

Name of Area	Name of mine	Name of Patch	Type of mine	Grade
P.B.	Gopalichuck	Gopalichuk	HOC	W-I
Katras	AGKCC	Choitudih	HOC	W-II
Sijua	Basdeopur	Basdeopur	HOC	W-II
Sijua	Mudidih Colliery	Mudidih Colliery	HOC	W-III
E.J.	Bhowra (S)	Bhowra (S) 4A Patch	HOC	W-II
E.J.	ASP Colliery	COCP Fire Patch-A	HOC	W-II
Lodna	Kujama	Kujama	HOC	W-III
Note: BCCL may add or delete the sources as per availability of raw coal.				

8. Important Dates:

a.	Pre- Bid Meeting	17.05.2024, at 11:00AM at the office of General Manager (CP), WCD (Interested bidders must come with their queries, if any).
b.	Last Date of Bid (EOI) Submission	16.06.2024 at 11:00 AM (may change subject to the outcome of the Prebid meeting)
c.	Bid (EOI) Opening Date & Time	16.06.2024 at 4:00PM
d.	Presentation-cum-Discussion	Will be informed only to the eligible tenderers by E-mail subsequently.

9. Eligibility Criteria:

The required eligibility criteria as per given below:-

Sl. No.	Eligibility criteria	Documents to be submitted along with the EOI
a.	The bidders must have a coal washery with a railway siding or a washery within the 50 KM around the Dhanbad preferably (if siding of BCCL is to be used) with suitable technology to operate plant at minimum of 95 % of organic efficiency with a capacity of at least 0.75 MTPY.	Copy of the certificate of incorporation and certificate of commencement of business or Registration certificate. Copy of washing circuit.
b.	The bidders' washery must registered with JIMMS with valid Dealer ID	A copy of Dealer ID certificate " FORM B"
c.	The bidders' washery should comply with valid EC, CTO and Factory License.	The bidder must produce valid EC, CTO and Factory License certificate
d.	Firm/Organization having necessary domain knowledge (both technical and functional) and experience for washing of coking coal.	i. The bidder must have completed similar nature of work for minimum 2 .0 lakh Te in one year (any continuous 365 days) of continuous operation during the last 10 years ii. Copy of such proofs must be submitted. . iii. Details of technical man power with their qualification.

10. Price Bid:

Sl. No.	Element of work		Offered Rate/te	
1	Transportation of Raw coal from different mines (as per the source list) of BCCL to the washery of washery operator.			
2	Washing of the Raw coal at at desired level of Ash % of washed coal by operating the plant at least 95 % organic efficiency as per the yield specified in the washability done by 3rd party			
3	Transporting and loading of the Washery products onto the rake of the consumer as instructed by the BCCL. (Bidder have to quote Rs/Te (on dry basis) (as per applicability)	Washery Operator with owned siding		
		Washery Operated using BCCL siding	BCCL siding located <20 KM from washery	
			BCCL siding located between 20 KM to 40 KM from washery	
Total Conversion Charges/Te				

11. Additional terms & Conditions:

- (i) The Washery Operator is accountable for ensuring adherence to environmental, statutory, and regulatory compliance necessary for the execution of the designated tasks in the washery.
- (ii) If any penalties be imposed on BCCL due to the contractor/Washery Operator's lapses for the specified scope of work, the Contractor/Washery Operator shall have to bear the charges.
- (iii) The Washery Operator shall be obligated to solely process/wash coal from BCCL only and no other coal is permitted on the Washery premises to prevent any potential blending or mixing of coal during the contractual period.

12. Submission of Expression of Interest (EOI): BCCL looks forward to receive response in this regard. Interested bidder/Washery Operator can submit their Expression of Interest (EOI) along with supporting information/documents duly signed and authenticated by the authorized signatory in hard copy in a sealed envelope only. EOI should be submitted with covering along with organization brief duly signed along with all supporting documents in hard copy in sealed envelope only. EOI (bid) submitted through E- mail/Fax/Unsealed envelope will be treated as non-responsive bid and hence will not be accepted.

Hard Copy of the Offers along with all supporting documents in sealed envelope should be submitted to the office of General Manager (WCD) at Level VI Koyla Bhawan latest by

Query/clarification, if any, may be sent to Email-id Gmwcd.bccl@coalindia.in, before the schedule date of pre-bid meeting mentioning "Quarries/Clarification for EOI" in the subject line.