



WESTERN COALFIELDS LIMITED

MATERIALS MANAGEMENT WING

COAL ESTATE, CIVIL LINES, NAGPUR-440001

CIN : U10100MH1975GO1018626

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

Website : www.westerncoal.gov.in

Supply Order Reference No. 11000332419106

Regd. Post/AD

Dt. 18.09.2019

To

M/s.Smartchem Technologies Ltd.

Survey No. 93, Sai Hira, Mundhwa Pune - 411036

FAX NO: 020-66458000

Vendor Code : 516247

Sub: Supply order for Low Density Porous Prilled Ammonium Nitrate (PPAN)

Ref: 1. Tender NO. WCL-hq-pur-akd-e028-2019-20 with tender Id 2019_WCL_138170_1 opened on 18.05.2019

2. Your offer no: STL HO PPAN 02 (Bid id : 405652) and further correspondence through portal

Dear Sir,

With reference to above, we are pleased to place a firm order on you for supply of Low Density Porous Prilled Ammonium Nitrate (PPAN) at the rates and specifications and the terms and conditions stipulated hereunder:

1. DESCRIPTION OF STORES AND PRICES:

SN	Item Description	Qty (MT)	All fig in Rs.	
			Basic+ Freight per.MT	Extended Value
1	Low Density Porous Prilled Ammonium Nitrate (PPAN).	100	29140.00	29,14,000.00
Add GST @ 18%				5,24,520.00
Total FOR destination Price				34,38,520.00

Note: (Detailed technical specifications enclosed as Annexure 'A')

Total Value of Procurement: Rs. 34,38,520.00 (Rs. Thirty Four Lakhs Thirty Eight Thousand Five Hundred Twenty)

The salient terms & conditions of the shall be as follows:

2. **FIRM PRICE** : The Price shall remain "FIRM" till complete execution of the order .

3. **GST**: GST Shall be payable extra as legally applicable, against documentary evidence. The current applicable rate of GST is @ 18%. Input tax credit on GST shall be availed by WCL as per GST rule. Firm shall upload the tax invoices/debit noteredit note in GST portal, make payment of GST & file necessary returns under GST in time as prescribed in GST act and rules, to facilitate WCL to avail Input Tax Credit (ITC) under GST. In case of any failure on their account, the penalty including interest (if any) borne by WCL shall be recovered from them. firm will pass on the total Input Tax Credit Duty on implementation of GST to Western Coalfields Limited which they will receive in future, if any.

4.**DELIVERY SCHEDULE** : The delivery shall be completed within 90 Days (In phased manner as per requisition given by the Licensee) shall be reckoned from 7th day of placement of supply order.

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5. CONSIGNEE : Regional stores, Durgapur. Allocation : Manager, DOCM / Licensee, Magazine NO. :E4468, WCL Chandrapur Area.

6. PAYING AUTHORITY : General Manager (Finance), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur - 440 001 (M.S.) The cost of procurement shall be reimbursed by Blasting Division CMPDIL Ranchi.

Above payment is to be made from R&D fund by Blasting Division, CMPDIL, Ranchi who is associated in the Project as principal implementing agency. As such the payment modalities will be coordinated by GM(MIS) and GM(F) WCL.

Bank details of the firm for making of EFT Payment (as per the offer)

Name of the Bank & Branch: ICICI Bank Branch Shangrila Gardens, Bund Garden Pune

Account no. 505025728

Nature of Account: Current Account

IFS Code: ICIC0000005

7. Payment Terms : 100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers' bills, whichever is later.

8. SUBMISSION OF BILLS:

- For claiming payment, following documents are to be submitted along with original bills as per terms of the supply order to the consignee.
- Pre-receipted and stamped Invoice (as per GST laws).
- Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017)
- E-Way Bill as per Government notification
- Consignment note / LR in original, if applicable.
- Warranty / Guarantee certificate, if applicable.
- Manufacturers test certificate, if applicable.
- DGMS / BIS / Pre dispatch inspection certificates as per technical specifications / any other document, if required as per the contract / technical specifications.
- Security Deposit / Performance Bank Guarantee (As applicable)
- Price fall clause certificate
- Lowest Price certificate as per clause no. 12.
- All statutory documents as per Ammonium Nitrate Rules-2012
- Quality test certificate with reference to technical Data Sheet
- Any other document as specified in the Order.

10. "e-way bill: In the event the delivery of goods by supplier is on 'FOR' Destination basis, the movement of the goods is to be initiated by the supplier and the supplier is liable to issue e-way Bill."

11. SECURITY DEPOSIT : You have to furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) value comes out to Rs. 3,43,852/- of the awarded contract without having any ceiling, within 15 days time from the date of supply order.) in the form of Demand Draft / Bank Guarantee in favour of Western Coalfields Ltd, Nagpur within 15 days from the date of issue of this order. Format of Bank Guarantee is enclosed at Annexure-C. Bank Guarantee shall be in proper format as well as in SFMS mode as indicated in PBG clause. Security deposit money will be refunded to the firm within 30 days from the date of satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

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NOTE:- The Bank Guarantee issued by the issuing Bank on your behalf in favour of Western Coalfields Limited shall be in paper form as well as issued under Structured Financial System (SFMS) mode. The beneficiary Bank Details are as under:

Name of beneficiary and details

Name	Western Coalfields Ltd
Area	Head Quarter
Name of Bank	ICICI Bank
Bank Account No.	005905018053
Customer ID of Beneficiary	556096497
Department	Purchase
Bank A/c No: Cust ID of beneficiary	ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC Code	ICIC0000059
Bank Manager Name & Ph no:	Hrusikesh Sakalkale Ph n: -91-9923202096
BG Advising Message-	760COV 767COV via SFMS
Field Number	<u>Particulars</u>
7035	ICIC0000059
7037	WCL556096497

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

General Manager (MM) i/c
Materials Management Wing
Western coalfields Ltd HQ
Coal Estate, Civil lines
Nagpur - 440001
Maharashtra

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

12. **Lowest price Certificate:** Firm shall submit certificate along with the supplies that prices offered for the item in present bill / invoice are lowest applicable in India.

13. **Price Fall Clause:**

The Firm shall submit undertaking along with the supplies that it has not supplied is not supplying similar product systems or subsystems at a price lower than that offer in the present bid in respect of any other Ministry/Department of Govt. of India or PSU or any organisation in India and if found at any stage that similar product/systems or subsystems was supplied by the bidder to any other Ministry/Department of the Govt.of India or PSU or any organisation in India at a lower price than that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the bidder to buyer, if the contract has already been concluded.

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

15. **LIQUIDATED DAMAGES:**

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

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

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considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Wherever felt necessary the limit of 10% can be increased to 15% at the discretion of Head of Materials Management Division.

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

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

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

e. To forfeit security deposit in full or part.

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

16. Force Majeure:

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

a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation of such force majeure conditions. In the event of delay lasting out of force majeure, WCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

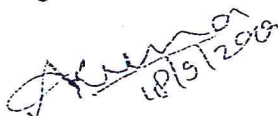
b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither WCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

17. **Mode of dispatch:** The materials should be dispatched by Road transport upto the destination stores on freight paid basis. The responsibility of safe arrival of the materials at destination stores will lie on you.

18. **Jurisdiction of Court:** Any dispute arising out of this contract shall be under the jurisdiction of Nagpur court only and as per the "law of the land".


19. Unless & otherwise specified above, the order shall be governed by General Terms and conditions for supply of material, enclosed as Annexure 'B'.






Please acknowledge the receipt of this order within 15 days from date of receipt of this order and return the second copy of this order duly signed & stamped with seal of your company as a token of acceptance otherwise it will be presumed that you have accepted the order for execution as per terms and conditions stipulated above.

Yours faithfully,


Alok Kumar
Deputy Manager (MM)


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


- Encl: 1. Technical Specifications (Annexure A)
2. General Terms and conditions for supply of materials. (Annexure B)
3. Format of Bank Guarantee (Annexure 'C')

Indent Ref: Ind/18-19/3160/00101 Dtd. 28.09.2018 of Chandrapur Area WCL.
BUDGET CERTIFICATION DETAILS: Budget Diary No. FA WCL CAP'BC'R&D 12 01 116 Dtd. 03.05.2019

Copy to:

1. AGM - GM, WCL Chandrapur Areas
2. GM (MIS) - GM(BD) - GM(Fin)-I - GM(Fin)-II, WCL HQRS
3. CM(Fin)FC, WCL Hqrs BC Ref.
4. SO(MM) WCL Chandrapur
5. Depot Officer, Regional stores Chandrapur Area
6. Manager, DOCM / Licensee, Magazine NO. :E4468, WCL Chandrapur Area
7. GM(Blasting) GM(S&T), CMPDIL, Gondwana Place, Kanke Road, Ranchi -834008
8. GM(MM), CHL, SECL, MCL, CCL, NCL, ECL, BCCL
9. Sr. Manager(MM Admn.), WCL(HQ), Nagpur - The total value of the order is **Rs. 34,38,520.00**

This order is issued with the approval of WCL Board of Directors as communicated by Company Secretary WCL.
vide notesheet WCL BD SECTT BM-314 2019 845 Dtd. 12.09.2019.


(Alok Kumar)
Deputy Manager (MM)


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

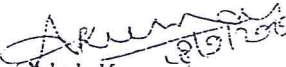
TECHNICAL SPECIFICATIONS (ANNEXURE A)

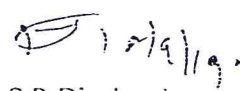
1. Detailed Technical Specifications:

Item Description: Low Density Porous Prilled Ammonium Nitrate(PPAN) – 100MT
1.1 Free Flowing for easy use & mechanical mixing & delivery
1.2 Porous in nature to adequately soak & retain requisite Fuel Oil.
1.3 Low Density to offer techno -economy in blasting
1.4 High crushing strength & wear resistance so that product does not generate fire during handling, transportation, & mechanical mixing.
1.5 Thermally stabilized for longer shelf life
1.6 Uniform prill size with very low percentage of fines for better density control.
2. PPAN Product Specifications:
2.1 Form : Round & uniform prills.
2.2 Feature : Coated & Free flowing
2.3 Characteristics : Thermally stabilized
2.4 Minimum 99.5% purity
2.5 oil absorption / Retention gm/100gm product: Minimum 8%.
2.6 pH(1:10 duration) : Minimum 4.3
2.7 Prill Size distribution
+2.36 : 3% Maximum
-2.36+1.00 mm : 95% minimum.
-1.00mm : 2% Maximum
2.8 Bulk Density : 720 to 790 kg/m ³
2.9 Moisture: Maximum 0.15% by weight
2.1 0 Crushing Strength : Minimum 0.40 kg/prill.
2.1 1 Wear resistance : Minimum 90% by weight
2.1 2 Shelf Life : Around 2 months with proper storage & Transportation.

2. Documents to be submitted: Alongwith the supplies:

1. All statutory documents as per Ammonium Nitrate Rules-2012
2. Quality test certificate with reference to technical Data Sheet
3. Invoice mentioning Quantity, Price and Applicable taxes.


(Alok Kumar)
Deputy Manager (MM)


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