



WESTERN COALFIELDS LIMITED

MATERIALS MANAGEMENT WING
COAL ESTATE, CIVIL LINES, NAGPUR-440001
CIN : U10100MH1975GO1018626

Phone : (0712) 2510501, 2510691 [EPBAX, Extn :5587] Fax : 0712 - 2510284
Website : www.westerncoal.gov.in

Ref No.11100112619262

DT :18 .03.2020

SUPPLY ORDER

To.
M/s UTKAL INNOVATIVES
Plot no. 2-A/4, Industrial Estate
Dist-Jharsuguda
ODISHA-768203

BY REGISTERED POST
Vendor Code : 521006
Vendor Type: MSE
Tel No.-91-6645-273623
Mobile: 9437053623

Sub:- ORDER FOR SUPPLY OF FEEDER BREAKER 400TPH CAPACITY

Ref:- 1. Our Tender No. hq-pur-sp-ra-e-083-2019-20, Technical bid opened on 08/11/2019 (Tender ID : 2019_WCL_151848_1)

2. Your online offer under Bid Id : 454456 dated 29.10.2019 and subsequent clarifications uploaded on portal, last being dated 30.12.2019.

With reference to above, we are pleased to place formal order on you for supply of one set FEEDER BREAKER 400TPH CAPACITY as per Technical specifications , rates, terms and conditions given hereunder and also as per the General Terms & Conditions enclosed at Annexure-B.

NIT SN	Item description	Unit	Quantity	Basic Rate per unit in Rs.	GST @ 18%	Extended Value in Rs.
1	HEAVY DUTY FEEDER BREAKER, 400 TPH, consisting of four main parts viz. hopper, crusher, chain conveyor and rock breaker, Modular construction, skid mounted. Make : Utkal Innovatives Model : ASIA-PRSZ-500 (Details and Technical specification as per enclosed Annexure-A)	set	1	1,10,90,000.00	19,96,200.00	1,30,86,200.00

(Rs. One Crore Thirty Lakhs Eighty Six Thousand Two Hundred only)

TERMS & CONDITIONS

1. **PRICE** :The above prices are Firm and on F.O.R. Destination supply basis inclusive of Packing, forwarding, freight & Insurance charges. The materials shall be supplied from your factory at Plot no.2-A/4, Industrial Estate, Distt. Jharsuguda (Odisha) - 768203. The above prices shall remain firm throughout the contractual period till complete execution of the order.

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

The supplier shall upload the Tax Invoices/Debit Note/Credit Note in GST Portal, make payment of GST and file returns in time, as prescribed under GST Act and Rule to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility under GST. In case WCL is unable to avail ITC or any liability arises to WCL due to failure on the part of supplier to comply the above provisions , the entire amount including Interest (If any) borne by WCL shall be recovered from supplier Input Tax Credit on GST shall be availed by WCL as per GST rules. You shall submit GST complaint invoice enabling WCL to avail Input Tax Credit (ITC) under GST. In case of any failure on your account, the penalty including interest, if any borne by WCL on ITC, shall be recovered from you.

3. **Other levies** : Nil

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4. **Delivery** : The delivery of the complete equipment shall be completed within Six(06) months. The delivery period shall be reckoned from 7th (Seven) day of the order date. However in view of urgency you may improve upon delivery and expedite the supplies.

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

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

7. **Consignee** : The Depot Officer, Regional Stores, Western Coalfields Limited, Wani North Area, PO: UKNI, Te4hsil : Wani, Distt. Yavatmal (MS) - 445304. **Allocation** : GHONSA OCM, Wani North Area

8. **Payment Terms** : 80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made within 21 days after receipt and acceptance of the complete equipment at the project site and acceptance of performance bank guarantee, whichever is later. Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the Area GM/HOD(Tech) of WCL HQ to the effect that the equipment has been erected and commissioned to their entire satisfaction. However, if the equipment is not put to use by the project within 120 days from the date of receipt and acceptance at consignee's end, the balance 20% shall be released.

EFT Details : As confirmed by you in your offer

Name of Bank	State Bank of India, SME branch
Branch Name & Location	KN Complex, Near Bharat Saw Mill, Beheramal, Dist-Jharsuguda(Odisha), Pin-768203
Account Number	30917020999
Type of Account	CASH CREDIT
IFS Code of the Branch	SBIN0010923

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

10. Submission of Bills :

For 80% Payment.

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

For 20% payment:

- Pre-receipted and stamped Invoice for 20% value of the equipment and accessories along with the commissioning certificate from the concern Area GM / HOD (tech) of WCL HQ.
- However, if the item is not put to use by the project within 120 days from the date of receipt and acceptance, balance payment of 20% amount will be released on submission of Pre-receipted and stamped Invoice for 20% value of the equipment and accessories.

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

12. **Security Deposit** : You shall furnish a security deposit in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% value of the awarded contract(Landed value, inclusive of Tax, i.e. **Rs. 13,08,620.00 (Rs.Thirteen Lakhs Eight Thousands Six Hundred Twenty only)** within 15 days time from the date of supply order. Security deposit money will be refunded to you within 30 days from the date of satisfactory execution of the contract. Security deposit may be converted into Performance Bank Guarantee (PBG) as per NIT provisions.

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The Bank Guarantee issued by the issuing bank on behalf of the supplier in the favour of Western Coalfields Ltd shall be in paper form as well as issued under "Structured financial messaging system". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of beneficiary and details	
Name	Western Coalfields Ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJWAL KATI, Ph no: +91-712-6627389

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

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

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

Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

In the event of BG issuing / amending bank not sending the message 760COV/767COV or committing any error while capturing the details at least in the above mentioned field, BG confirmation through online portal would not be updated. If issuing bank does not adhere to advisory, WCL will not be responsible.

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

13. Performance Bank Guarantee : You shall furnish PBG valid for 18 months from the date of receipt and acceptance of the materials to cover the Guarantee / Warranty period for 10% of the order value of the equipment (along with accessories) i.e., FOR destination price of the materials on the order, i.e., for **Rs. 13,08,620.00 (Rs.Thirteen Lakhs Eight Thousands Six Hundred Twenty only) to this office.** No payment will be made without submission of the confirmed performance bank Guarantee. Also refer Performance Guarantee in details and availability guarantee and penalty clause at sl.no. 16,17 & 19 of Annexure-A.

The Bank Guarantee issued by the issuing bank on behalf of the supplier in the favour of Western Coalfields Ltd shall be in paper form as well as issued under "Structured financial messaging system". The details of beneficiary for issue of BG under SFMS platform are as indicated above in clause no.12. Security Deposit.

14. Liquidated Damages Clause :

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

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

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

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

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

e. To forfeit security deposit in full or part.

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

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15. Risk Purchase Clause:

In the event of failure of the supplier to deliver or dispatch within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. or its Subsidiary Companies have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. and also in any other Subsidiary Companies/CIL.

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

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

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

17. Force Majeure Condition


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

- 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 cession 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.

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

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


(Sanjay Pawar)
Sr. Manager(MM)


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

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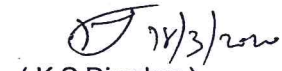
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- Encl :** 1. Technical Specification. - Annexure - "A" (total number of sheets -6)
2. General Terms & Conditions – Annexure - "B" (total number of sheets-6)
3. Security Deposit /Performance Bank Guarantee format – Annexure – "C" (total number of sheet-1)

Budget Certification No. FAWCL/CAP/BC/CHP/P&M/12/07/128 dtd. 06.03.2020 for Rs.1,30,86,200.00
Indent Ref: SASTI OC, Indent No.- IND/19-20/4660/00134 dated 18.05.2019

Copy to :

1. GM(E&M)HOD, / GM(Finance)I/C, WCL(HQ), Nagpur.
2. Depot Officer, Regional Stores, Ukni, Wani North Area.
3. CGM(P&P), WCL(HQ), Nagpur.
4. SO(E&M) Wani Northr Area
5. Sr. Manager (Finance)CB, WCL(HQ), Nagpur.
6. Chief Manager(Finance)Exp. , WCL(HQ), Nagpur
7. Sr. Manager(Cash/CP), WCL(HQ), Nagpur
8. Sr. Manager(MM/Admn.), WCL(HQ), Nagpur – The total value of the order is Rs. 1,30,86,200/- only


(Sanjay Pawar)
Sr. Manager(MM)


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

Technical specifications Annexure A

1.0.-Description of Equipment : HEAVY DUTY FEEDER BREAKER, 400 TPH, Make : Utkal Innovatives, Model : ASIA-PRSZ-500
3.0.-DUTY REQUIREMENT :
3.1.-The feeder breaker is to receive run of quarry coal with lumps, running up to size of 1200 mm x 1200 mm x 1200 mm approximately from coal tipper or through rear discharge dumper of 35 tonnes/50 tonnes capacity directly at its maximum discharge rate and break it to (-) 200mm size. The equipment should be rated for continuous duty.
3.2.-The Equipment shall be generously designed heavy duty type of rugged construction and suitable for working in tropical climate and dusty conditions in outdoor locations.
4.0.-MACHINE OUTPUT CAPACITY :
The machine shall be capable of giving following outputs :
Peak : 500 TPH at (-)200mm product size.
Average : 400 TPH at (-)200mm on four hourly basis.
5.0-OPERATIONAL DATA :
5.1-ENVIRONMENTAL CONDITIONS :
i) Altitude (above MSL) : Up to 1000 m
ii) Ambient Temperature : 50° C (Max.)
iii) Humidity (Max.) : 100%
iv) Atmosphere : Dusty (Mostly coal dust)
5.2-MATERIALS SPECIFICATION :
i) Material : Bituminous coking and non-coking coal
ii) Ash content : 35 – 45%
iii) Inherent moisture : 6 – 8%
iv) Impurities : Sand stone upto 2%, shale upto 10%, other impurities in small quantities as associated with opencast coal mining.
v) Maximum size of infeed : 1200 x 1200 x 1200 mm (Upto 2% on average)
vi) Density of materials : 900 – 1100 Kg per Cubic Meter
vii) Comp. Strength : 400 – 800 Kg per Sq.cm.
viii) Abrasiveness : Fairly abrasive
5.3-Power supply :
i) Voltage : 415 Volt ± 6%
ii) Phases : Three
iii) Frequency : 50 Hz
iv) Neutral : Solidly earthed
6.0-CONSTRUCTION OF FEEDER BREAKER :
a-The feeder breaker shall consist of four main parts viz. hopper, crusher, chain conveyor and rock breaker, all preferably mounted as a single unit on a frame fitted with skids.
b-The machine shall, to the extent possible, be of modular construction for easy shifting. The whole machine shall be mounted on generously designed skids so as not to exert more than 1 Kg/Sq.cm. pressure to the ground. The construction shall provide for easy replacement of chains and crusher rolls.
6.1-FRAME :
a-The feeder breaker shall have an all welded steel frame made up from suitable structural sections designed to withstand stresses and strains caused during discharge of coal in the hopper and due to operation of the crusher and the chain conveyors.
b-The frame shall also have provision to mount associated components for driving the crusher rolls and the chain conveyor.
6.2-Hopper :
a-The hopper shall be of low height at the rear (approx. 2 m above the skid bottom). Hopper shall be designed to receive coal directly from the rear discharge dumpers. It shall be of all welded steel construction fitted with Wear resistant liner plates at the bottom, on the side plates and on the rear plates.
b-The hopper capacity shall be 30 Cu.m. to receive coal directly from 50/35 Te dumper. The hopper design should be such that it should take direct impact of lumpy coal falling from the required height. The hopper shall have provision to open the side plates for unloading the material whenever required.
6.3-CRUSHER :
a-The crusher may be of single roll or multi roll design.
b-The crusher roll shall be mounted on shaft capable to withstand high torque and shock loads. The shaft shall run in oversize anti friction roller bearings. The shaft shall be so adjustable as to give product size of 150 mm to 200 mm.
c-The crusher roll/rolls, motor speed reducer and other rotating parts should have enough moment of inertia that even the hardest lumps are broken without stalling the rolls.
d-Crusher roll assembly should have arrangement (like shear pin etc.) to mechanically isolate the roll from the drive in case uncrushable material is encountered by the roll.