



(Under jurisdiction of Nagpur court only)
WESTERN COALFIELDS LIMITED

(A subsidiary of Coal India Limited & A Government of India Enterprise)
 CIN No. U10100MH1975GOI018626

Office of the General Manager(MM)
 Materials Management Department,
 Coal Estate, Civil Lines
 Nagpur 440 001

Ph. PBX : 0712 - 2511381,
 2511227 EXT 5529 or 5824
 Fax : 0712 - 2510284
 Website : westerncoal.gov.in

Formal Supply Order No: 11100113218209

Dtd:- 11.03.2018

By REGISTERED POST

To,
 M/s Electroteknica Engineering Pvt Ltd
 304A, Suryakiran Commercial Complex,
 Opp. VNIT College Gate, Bajaj Nagar,
 Nagpur 440010

Vendor Code:-129093/ MSE
 Phone No.:- 033-64581916/ 98231143 65
 Fax - 033-24643331

Email:- arvindhingway1@yahoo.co.in

Dear Sir,

Sub:- Supply of 3.3KV Vacuum Circuit Breakers

Ref:- 1. Our e-tender no. WCL/hq-pur-asn-e064-2018-19(Tender ID no. 2018_WCL_117339_1) opened on 12.11.2018 for supply of 3.3KV Vacuum Circuit Breakers
 2. Your online offer no. 2755/EEPL/SB dtd. 02.11.2018 (Bid Id No. 348099) & Subsequent correspondences on portal.

With reference to the above, we are pleased to place formal order on you for supply of 3.3KV Vacuum Circuit Breakers as per the specification, rates, terms and conditions as stipulated below :-

Sl. No.	Description	Quantity (Set)	Basic rate (Rs/No.)	Extended Value (Rs.)
1	3.3 KV Vacuum Circuit Breaker, 200 Amps, 75MVA, CTR 200/5, FLP	1	1,08,000 /-	1,08,000.00
	Add:Freight @ Rs. 2000/- per unit			2,000.00
	Add: GST @18%			19,800.00
	Add: Pre-dispatch Inspection @1% on landed price			1,298.00
	Total Landed before ITC			1,31,098.00
Detailed Technical Specification shall be as per enclosed Annexure-A				

Total Value (in words):- Rupees One Lakh Thirty One Thousand Ninety Eight Only

TERMS AND CONDITIONS:

1. Prices :-The basic Prices shall be firm & on F.O.R., Destination basis inclusive of Packing & Forwarding & Insurance charges. However freight charges shall be paid extra @ Rs. 2,000/- (Rupees Two Thousand only) per unit. Safe arrival of consignment at destination stores shall be your responsibility.

2. GST: Shall be payable extra as applicable as per prevailing rules against invoice raised as per GST laws. The present applicable rate of GST is @ 18%. Input tax credit on GST shall be availed

by WCL as per GST rule. You shall comply GST rule & upload the tax invoices/debit note/Credit note in GST portal, make payment of GST & file necessary returns under GST in time, to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility criteria under GST. In case of any failure on your account, the penalty including interest (if any) borne by WCL shall be recovered from you.

3. Payment Terms :- 80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made after receipt and acceptance of material at site by the consignee within 21 days.

Balance 20% payment shall be made after successful supervision by the supplier for completion of erection, testing, commissioning and 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.

Details of Bank account for EFT as provided by you in your offer are indicated below:

Bank Details:-

Name of the Account Holder	Electroteknica Engineering Pvt. Ltd.
Account Number	32931483617
Name of the Bank and Branch	State Bank Of India Sme Ballygunge Branch
Address of the Branch of the Bank	50, Gariahat Road. 5th Floor. Kolkata - 700019
Nature of Account	Cash/Credit
IFS Code of the Branch	SBIN0004140

4. Delivery :- Supply to be completed within 3 to 4 Months from the date of placement of order. The delivery schedule shall be reckoned from 7th day of the order date.

5. Consignee & Allocation:-

Allocation	Consignee	Quantity
Tawa-II Project, Patakhhera Area	The Depot Officer, Regional Stores, Western Coalfields Limited, Pathakhera Area , P.O.-:Pathakhera Colliery-460449, Distt.: -Betul. (M.P)	1 No

GST No. (Provisional ID) for WCL , Madhya Pradesh Areas- 23AAACW1578L1Z4

6. Guarantee/Warranty: You shall be fully responsible for the manufacturers warranty in respect of proper design, quality, workmanship of the material for a period of 18 months from the date of receipt and acceptance of the materials at ultimate destination or 12 months from the date of commissioning, whichever is earlier.

7. Security Deposit:- You will have to furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled / Nationalized bank for 10% (ten percent) value of the awarded contract (landed value) i.e. for Rs. 13,110/- (Rupees Thirteen Thousand One Hundred & Ten Only) within 15 days time from the date of supply order. In case you fail to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and performance of the firm shall be kept recorded for future dealings with them. 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.

The security deposit may be converted into PBG as per NIT Provision. Format of Bank Guarantee for SD/PBG is enclosed as per Annexure-C

The bank guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra).

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 Account No:	'005905018053
Customer ID of Beneficiary	556096497
Bank A/c No: / Cust ID of beneficiary	Customer ID: 556096497 Bank A/c no: 005905018053 ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph n: +91-9923202096
BG Advising Message- 760COV/767COV via SFMS	
Field Number	Particulars
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.

8. Inspection

a) **Pre- Dispatch Inspection** :- The materials shall be inspected by CMPDIL , Ranchi at manufacturer's works before dispatch. The inspection fee as applicable at the time of inspection (presently Inspection charge is @ 1 % on FOR Destination price [basic price + freight + insurance + P & F etc.]) shall be initially paid by you to the inspection agency, which shall be subsequently reimbursed by the paying authority to the you along with payment against documentary evidence i.e. e-money receipt generated online by SBI e-collect. The payment of pre-despatch inspection fee shall be made by you online through State Bank Collect through a hyperlink available on CMPDI website i.e. www.cmpdi.co.in. Minimum 10 days advance notice shall be given by you to the inspecting agency to carry out pre dispatch inspection. Necessary tools and tackles etc to carry out pre dispatch inspection shall be provided by you. In case of any defect in the material supplied is noticed later, pre dispatch inspection shall not entitle you to plead that inspection has been done by CMPDIL before dispatch and shall not absolve you from the contractual obligation.

Since you are eligible for ITC on GST charged by the inspecting authority for pre-despatch inspection charges, GST on pre-despatch inspection charges shall not be claimed by you vis-a vis will not be reimbursed by WCL.

b) **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.

9. Submission of Bills :

A) For claiming 80% Payment

Pre- receipted and stamped invoice for 80% of each materials with 100% taxes and duties and other charges shall be submitted in "QUADRUPLICATE" to the consignee along with following documents:

1. Consignment note/RR/LR in original.
2. Warranty/Guarantee certificate.
3. Performance Bank Guarantee (PBG)
4. Delivery Challan in original.
5. GST Compliant Invoices
6. Manufacturer's test certificate/ Test certificate from Govt./Govt. approved test house/ Type Test certificate as per technical specification
7. CMPDI Pre-dispatch inspection report
8. Other document if any as per supply order /technical specification

The consignee shall forward the bills to the paying authority duly accepted along with SRV well within time so that payment is released within stipulated period of 21 days.

B) For claiming Balance 20% Payment

1. Pre- receipted and stamped invoice for 20%
2. Installation & commissioning report from Area GM/HOD(Tech)

10. Paying Authority:- General Manager (Fin)/c, WCL Hqrs, Nagpur (MS) -440001

11. Performance Bank Guarantee (PBG):- You will have to submit performance bank guarantee as per format enclosed at Annex-C for 10% of the order value (landed cost) i.e. for Rs. 13,110/- (Rupees Thirteen Thousand One Hundred & Ten Only) valid for a period of 18 months from the date of receipt and acceptance of materials to cover the guarantee period and the same shall be released on receipt of satisfactory performance throughout the guarantee period or extended as deemed fit. The Bank Guarantee shall be released after successful completion of the Guarantee/Warranty period after obtaining confirmation from GM(E&M)HOD. The PBG may be submitted immediately after dispatch of materials. No Payment shall be made without submission of confirmed PBG.

The bank guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra).

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:

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Bank A/c No: / Cust ID of beneficiary	Customer ID: 556096497 Bank A/c no: 005905018053 ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road,

	Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph n: +91-9923202096
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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.

13. Liquidated Damages:- In the event of failure to deliver or dispatch the stores within the stipulated date / period in accordance with the samples and/or specification mentioned in the supply order, and in event of breach of any terms and conditions mentioned in the supply order, Coal India Limited shall have the right,

- To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(half percent) of the price of any stores which the successful bidder has not been able to supply 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
- To purchase elsewhere, after due notice to the successful bidder 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 the consignment not yet due for supply, or
- To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also—
- To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.
- To forfeit the security deposit full or in part.
- Whenever under this contract a sum of money is recoverable from any payable by the supplier, WCL shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum from any other contract should this sum be not sufficient to cover the full amount recoverable. The successful bidder shall pay WCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

14. Force Majeure Clause : If the execution of contract / supply order is delayed beyond the stipulated period 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 in the circumstances of the case and its decision shall be final. If and when additional time is granted by the Western Coalfields Limited, the contract/ supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

You will advise, in the event of 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.

For delays arising out of Force Majeure, supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither WCL nor the supplier shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

15. Price Certificate:- A Price Certificate shall be submitted by you along with consignment as under: "Certified that we have not offered the same products at a price lower than that offered in the present contract 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 during the period of this contract 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 offer."

16. Manufacturing certificate : As the order is being placed on the basis of consideration that you are manufacturer of the ordered stores, you will have to provide a certificate to the following effect on the body of each bill :-

"Certified that the items supplied included in this bill/invoice are of own make have been actually manufactured in our works situated at..... (address of the factory)."

Unless otherwise specified above, this Supply order shall also be governed by our General Terms and Conditions-Annex "B" enclosed herewith.

Please acknowledge receipt of this Supply order within 15 days and return duplicate copy of this order duly signed with seal of your company as a token of acceptance, otherwise it will be presumed that you have accepted the Supply order as per terms and conditions, for execution.

Ashish S. Nagarkar
11/03/2018

Ashish S. Nagarkar
Dy. Manager (MM)

Your faithfully,

KSR Divakar

KSR Divakar
Chief Manager (MM)

Encl.:

- I. Detailed technical specification:- Annex- "A" (2 Pages)
- II. General Terms and conditions-Annex "B" (11 Pages)
- III. Format of Bank Guarantee for SD/PBG- Annex "C" (2 Pages)

Copy to:-

1. Area GM/Depot Officer/SO(MM)/SO(E&M)- Pathakhera Area
2. GM(E&M)HOD; GM(P&P)HOD, WCL (HQ) Nagpur
3. GM(Fin)I/c -I/ GM(Fin)I/c -II, WCL (HQ) Nagpur
4. GM(MM)HOD, NCL/SECL/MCL/NECL/BCCL/CCL/ECL
5. GM(E&M)HOD, CMPDIL, Gondwana Place,, Kanke Rd, CMPDI Complex, Ranchi, Jharkhand Pin-834008

Indent Ref :- Indent No. 3600245 dtd. 27.02.2017 for Tawa-II Project, Pathakhera Area

Budget Ref:- FA/WCL/CAP/BC/OPM/412 dtd. 27.02.2019 for Rs..6,68,362/-

Detailed Technical Specifications**Annexure A**

NIT SI No. 1 :-3.3 KV Vacuum Circuit Breaker 200 Amps,CTR 200/5, 75MVA, FLP- 1 No	
A- Make of VCB	Electroteknica
B-Model OF VCB	VBB
C-Make of relays used	Electroteknica
D-Model of relays used	ET/GEN/OL
E-Operating voltage of relay	110 V AC
1.0 STANDARD TO CONFIRM-IS:2148-2004 Or IS/IEC 60079-1:2007	
2.0 PROTECTIONS	
i-OVER LOAD RELAY : CT Operated Electromagnetic relay with time lag in combination with thermal O/L relay arrangement	
ii-RATING: 5A,50Hz	
iii-Over current instantenious relay	
iv-Earth Leakage Protection: CBCT operating E/L Relay having setting range 0.1A to 0.75A	
v-The under voltage relay shall be operable at 110 V AC from secondary of PT when supply voltage falls below 60% of the rated voltage.	
3.0 SERVICE CONDITION	
3.1-Place of use :Coal Mines	
3.2-Ambient temperature: 45 deg.C.	
3.3-Altitude: 300M above MSL	
3.4-Environment: Dusty (mostly coal dust)	
3.5-Relative humidity: 98%	
3.6-Standard to confirm: IS:13118-1991	
4.0 TECHNICAL PARAMETERS :	
4.1-Type of Breaker: Vacuum Break	
4.2-No. of poles: Three	
4.3-Voltage system: 3.3 kv	
4.4-System Frequency: 50 Hz	
4.5-Utilization category of Vacuum Circuit Breaker: AC-3 OF IS:13118-1991	
4.6-Degree of protection: As per IS:3427-1997	
4.7-For General requirement : IS:13118-1991	
4.8-Circuit Breaker : IS:13118-1991	
4.9-Isolator : IS:13118-1991	
4.10-Potential transformer: IS:3156(Part 1,2&3)-1992	
4.11-Current transformer: IS:2705(Part-1,2 &3)-1992	
4.12-Other components : Relevant IS.	
4.13-Operating mechanism: Manually operated Triple Pole Trip Free Mechanism with ON-OFF Indicator	
4.14-Tripping: D.C. Shunt Trip Mechanism (Source of D.C. Supply will be from self contained P.T. Suitably rectified)	
4.15-Rated Short circuit breaking Current: 13.1 KA	
5.0 CONSTRUCTION	
5.1-Mounting : Self supported floor mounted	
5.2-BUS BAR : Breaker shall have its own Bus Bar	
5.3-Busbar requirement: Made of Electrolytic copper of cross section not less than 300 Sq.mm covered with heat shrunk PVC sleeves.	
5.4-Provision shall be there for coupling of bus bar so that more VCBs may be added if required	
5.5-ISOLATION: HORIZONTAL DRAW OUT	

6.0 INSTRUMENTS (To be provided on each VCB other than Sectionalizer or bus coupler)
6.1-Ampere meter of suitable Rating: ONE NO. ON EACH PANEL
6.2-Voltmeter of suitable rating
6.3-Energy meter of suitable Rating
7.0 INSTRUMENT TRANSFORMER
7.1-Potential transformer: Epoxy resin sealed, 3ph 3.3kv/110v
7.2-VA Rating of P.T. : Min. 150 VA
7.3-PROTECTIONS OF P.T.: Through HRC fuses of suitable capacity on both PRIMARY as well as SECONDARY side of P.T.
7.4-Current transformer: One set of three, epoxy sealed
8.0 PRE-DESPATCH INSPECTION AND TESTS :
8.1-The VCB will be inspected by CMPDIL at manufacturer's works before dispatch to ascertain the conformity of the VCB to supply order specifications, relevant ISS, Indian Electricity Rules and type test certificates.
8.2-The manufacturer shall make available to the inspector the required test facilities with necessary support for conducting the tests as per relevant ISS and supply order specifications.
8.3-The manufacturer shall make available to the inspector the following documents during the inspection.:
(a) Copies of type test certificates from CPRI in support of short circuit breaking current for basic short circuit test duties no. 1,2,3,4 and 5 as per IS;13118 along with the dimensional drawings .
(b)Copies of relevant IS specifications.
(c)Manufacturer's test certificates for all routine tests conducted on circuit breaker offered for inspection
(d) Manufacturer's test certificates in respect of relays
(e) General arrangement drawing of the offered VCB showing overall dimensions.
(f) Schematic circuit diagram.
9.0 DOCUMENTS TO BE SUBMITTED WITH THE SUPPLIES :
9.1- Notary attested Copy of DGMS approval for use of VCB in Under Ground for FLP items.
9.2- Test certificate from Govt./Govt. approved test house for the relays used in the VCB.
9.3-Two copies of installation, maintenance and spare parts manuals for the VCB supplied.
9.4-Pre-despatch inspection report of inspecting authority.
9.5-Self attested Copies of test certificates from CPRI / Govt. authorised test house in support of short circuit breaking current for basic short circuit test duties no. 1,2,3,4 and 5 as per IS;13118.
9.6- Routine test report of the test conducted on each VCB.
9.7-Circuit diagram of offered VCB.
9.8-General arrangement drawing of the offered VCB showing dimensions.

11/03/2018
Dy. Manager (MM)

11/3/19
Chief Manager (MM)