

**WESTERN COALFIELDS LIMITED**  
**(A Subsidiary of Coal India Limited)**  
**Coal Estate, Civil Lines, Nagpur**

REF NO. WCL/HQ/BD/2022-23/668

Date: 31.03.2023

**NOTICE FOR SALE OF OVERBUDEN-APRIL'2023**

The requisitions are hereby invited from the Govt. Agencies, private agencies, consumers / traders / builders / dealers / commission agents etc. who is willing to procure Overburden (OB) from OC Mines of WCL in Maharashtra State.

The Buyers are requested to submit the requisitions for quantity of Overburden (OB) indicating the source/mine in the Office of HoD, Business Development Department, Coal Estate, Civil Lines, Nagpur-440001 by 20.04.2023 (21 days)

The requisition (Annexure-A) should reach the Office of HoD – Business Development, Western Coalfields Limited, 8th Floor, Coal Estate, Civil Lines, Nagpur through e-mail: [gmbd.wcl@coalindia.in](mailto:gmbd.wcl@coalindia.in) by 5:00 PM of 20.04.2023. For more details please visit <http://www.westerncoal.in/index1.php/StaticPage/307>

HoD, Business Development  
8<sup>th</sup> Floor, Business Development Department,  
WCL HQ, Coal Estate, Civil Lines,  
Nagpur (M.S.)-440001

**SOURCE-WISE QUANTITY OF OVERBURDEN (OB) OFFERED FOR SALE FROM DIFFERENT OC MINES OF MAHARASHTRA.**

AREA	LOT NO.	SOURCE	District	QTY. OFFER (In Lakh Cubic meter)	SALE PRICE (in Rs Per Cubic meter)
Nagpur	01	Kamptee OCM	Nagpur	9.85	144/-
Nagpur	02	Inder Patch	Nagpur	53.20	144/-
Nagpur	03	Singhori OCM	Nagpur	91.0	144/-
Nagpur	04	Gondegaon OCM	Nagpur	109.0	144/-
Umrer	05	Gokul OCM	Nagpur	10.0	144/-
Umrer	06	Makardhokra I OCM	Nagpur	10.0	144/-
Umrer	07	Makardhokra III OCM	Nagpur	10.0	144/-
Majri	08	Dhorwasa OCM	Chandrapur	10.0	144/-
Majri	09	Navin Kunada OCM	Chandrapur	10.0	144/-
Chandrapur	10	OC Mines of Chandrapur Area	Chandrapur	10.0	144/-
Ballarpur	11	OC Mines of Ballarpur Area	Chandrapur	10.0	144/-
Wani	12	OC Mines of Wani Area	Chandrapur	134.25	144/-
Wani North	13	Ukni OCM	Yavatmal	91.23	144/-
Wani North	14	Kolarpimpri OCM	Yavatmal	57.25	144/-
Wani North	15	Junad OCM	Yavatmal	35.27	144/-
Wani North	16	Ghonsa OCM	Yavatmal	16.94	144/-
Wani North	17	Pimpalgaon OCM	Yavatmal	23.44	144/-
<b>Total OB available for Sale in Maharashtra State</b>				<b>691.43</b>	

Note: The Price of Overburden (OB) is exclusive of Royalty, DMF, NMET, transit book cost, GST or other statutory charges. These charges are payable extra as applicable.

## **Scheme for Sale of Overburden from OC Mines of WCL in Maharashtra State**

**Western Coalfields Limited (WCL)** is one of the eight Subsidiary Companies of Coal India Limited (CIL) which is under administrative control of Ministry of Coal. The Company incorporated under the Companies Act, 1956 has its registered office at **Coal Estate, Civil Lines, Nagpur – 440001**.

### **Introduction:**

In Open Cast Mining, Overburden (also called waste or spoil) is the material that lies above a Coal Seam that lends itself to economical exploitation, such as the rock, soil, and ecosystem. Overburden is removed during Open Cast Mining. As per Mine Closure Plan, Overburden is used to backfill the exhausted quarry.

Generally, a quantity of about 15% to 20% Overburden becomes excess after excavation, due to its swell factor. Such excess OB can be effectively utilized for infrastructure / civil projects. Overburden is considered as Minor Mineral that comes under jurisdiction of State Government. The Royalty & other taxes as applicable on OB will be levied by the concern Office of District Authority.

The existing selling modalities for the sale of sparable Overburden from Open Cast mines of WCL are as follows:

### **Eligibility -**

Any Indian Buyer (viz. Government Organizations, Private companies, authorized contractors serving for Government organizations or any other consumer/buyers) can purchase overburden from open cast mines of WCL in Maharashtra State.

The prospective Buyers will collect No Objection Certificate (NOC) from the Office of the District Collector for procurement of overburden.

### **Observations at Concern Area of WCL:**

- a) Overburden will be spared preferably from the Dumps to be re-handled to reduce the cost of re-handling by WCL.
- b) Allocation for quantity of overburden and permission for lifting of overburden with validity period to complete lifting of overburden will be issued to the Buyers/ Consumers by the Area General Manager of concerned Area.
- c) **"Area may ensure that the prospective buyer(s) of OB should not extract sand from OB purchased from WCL for any purpose whatsoever and buyer will submit an affidavit to that effect."**

### **Terms of Payment:**

Advance payment for the allotted quantity of overburden @ Rs 144/- per m<sup>3</sup> (Rupees One Hundred Forty-four only per m<sup>3</sup>) excluding Royalty, GST and other applicable taxes, if any shall be paid by Buyer/Consumer to WCL. Loading & transportation shall be borne by the consumer. The payment will be remitted by Buyers/Consumers through RTGS/ NEFT into the bank account provided by the concerned area. No other modes of payments will be accepted. The selling price and modalities will be reviewed after the revision of schedule rate by PWD, Maharashtra or marketability of the product (OB).

### **Methodology for supply of Overburden:**

- a. Transit Passes (TP) for the allocated quantity of overburden will be acquired by Buyers/ Consumers from the concerned Office of the District Collector after making payment of Royalty and other applicable taxes, before lifting of Overburden.
- b. WCL will provide site of overburden and supervisor to observe the statutory norms etc. and arrangement for loading of Overburden in the consumer's vehicle will be done by the Buyers / Consumers itself.
- c. Only GPS enabled vehicles will be engaged by Buyers/ Consumers for transportation of Overburden.
- d. Road worthiness of vehicles, valid Driving License, Registration Certificate (RC Book), PUC and other relevant documents as per RTO norms shall be ensured by Buyers/ Consumers.
- e. Supply/ Transportation of overburden will be executed by adhering the directives issued from the Office of the District Collector and concerned Area General Manager of WCL.
- f. Dispatch of Overburden shall be carried out only from 08:00 A.M. to 04:00 P.M in a day.

### **General Terms & Conditions**

- a. The scheme for selling of sparable overburden shall be applicable to all Areas of WCL in Maharashtra State (Ballarpur, Chandrapur, Majri, Wani, Wani North, Nagpur & Umrer Area)
- b. All terms and conditions of Scheme are subject to force majeure conditions as applicable.
- c. The volumetric measurement by Dip Stick Method at the loading point shall be final and binding for all commercial purposes.
- d. Goods and Services Tax (GST), Transit Fee & any other charges as applicable at the time of delivery, at the prevailing rates shall be borne by Buyers/ Consumers.
- e. Suitability of the Overburden material will be examined/ analysed by the intending Buyers/ Consumers beforehand. There will not be any joint/ third party sampling facility extended to any Buyer/Consumers. Refusal on account of non-suitability and /or sub-standard quality for the allotted quantity of overburden shall not be acceptable by WCL after issuing permission to Buyers/ Consumers for lifting of overburden.

- f. The liability of WCL with regard to the overburden supplied will be limited upto the loading point within the premises of WCL.
- g. Buyers/ Consumers will ensure that all operations in mining area will be governed by Mine's Act and regulations made under thereof and as per directives of Area General Manager of concerned Area.
- h. WCL reserves the right to cancel the sale of overburden from any source / location in part or whole at any stage at its sole discretion without assigning any reason thereof and the corresponding amount for the unlifted quantity of Overburden etc shall be refunded by concerned Area to the Buyers/Consumers.
- i. The Buyers/Consumers shall at all times during the tenure of the period of work indemnify the company against all claims, damages or compensation under the provision of the Workmen's Compensation Act and shall take insurance policy covering Man, Machine and Material for all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
- j. The Buyers/Consumers shall ensure that the insurance cover is kept alive till expiry of the period of work by timely payment of premiums and a provision is made to this effect in all cover, and similar insurance cover are also taken by his sub-contractors if any. The cost of premium shall be borne by Buyers/Consumers.
- k. Both the parties reserve right(s) to amend/modify and revise the terms and conditions contained herein in full or in part at any point of time with mutual consent.
- l. In the event of any dispute, Buyers / Consumers is necessarily required to represent in writing to the Area General Manager of concerned Area, who would deal with the same, within a period of one month from such representation. Thereafter, if required the matter will be decided by the Director-In-Charge of Business Development (BD) Department of WCL. Any interpretation of any clause will be subject to clarification by WCL, which will be deemed as firm and final.  
All disputes arising out of this scheme or in relation thereto in any form whatsoever shall be dealt exclusively by way of arbitration in terms of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted at Nagpur. The arbitrator shall be appointed by the Chairman-cum-Managing Director, WCL upon written request in this behalf. The decision of the Arbitrator shall be final and binding on both the parties.
- m. Notwithstanding anything contained in this Scheme, all the statutory laws, by-laws, rules, regulations and any other guidelines applicable to Mining of Coal/Over Burden, shall have an overriding effect on this scheme and will have binding effect on all the concerned parties.

HoD, Business Development  
8<sup>th</sup> Floor, Business Development Department,  
WCL HQ, Coal Estate, Civil Lines,  
Nagpur (M.S.)-440001

**ANNEXURE-A**

To,  
Head of Department (Business Development),  
Coal Estate, Civil Lines,  
Nagpur (M.S.)-440001

Sir,

I /We am/are pleased to submit our interest in buying OB from \_\_\_\_\_ (Name of Mine) located in \_\_\_\_\_ (Name of District). I/We hereby unconditionally accept the terms and conditions of the scheme for procurement of aforementioned OB and agree to abide by and fulfil all terms and conditions and specifications as contained in the scheme.

REQUISITION OF SOURCE-WISE QUANTITY OF OB REQUIRED

LOT NO.	NAME OF AREA	NAME OF MINE	Quantity Required (In Cubic meter)

Signature of the Buyer

Name of Buyer:

Postal Address of Buyer: