





"Under Jurisdiction of Nagpur Court only"

	Western Coalfields Ltd. (A Mini Ratna company) (A Govt. of India Undertaking) (Website :westerncoal.nic.in ) e- mail: gmmm.wcl@coalindia.in	 OFFICE OF THE GENERAL MANAGER (MM) FAX . : 0712- 2510284
Regd. Off. : Coal Estate, Civil Lines, Nagpur - 440 001.		

Supply Order No: 11000131318193

Dated: 18/02/2019

**By registered A/D**

To,  
 M/s BIRLA TYRES PROP.KESORAM INDUSTRIES LTD,  
 7th Floor,Birla Building,  
 9/1 RN Mukherjee Road,  
 Kolkata,700001

Vendor Code:529364  
 Fax No. 033-22624359  
 GST No. 21AABCK2417P2ZM  
 Vendor Category: NON-MSE  
 Email. gr\_acharya@birlatyre.com

Dear Sir,

Sub:Formal Supply order for Supply of OTR Tyres

Ref:1.Our Open Global E- tender vide no..wcl-hq-pur-cr-ra-e055-2018-19(tender ID 2018\_WCL\_115392\_1) opened on 29.10.2018.

2.Your Bid Id: 341988 dated 27/10/2018

3.This office letter no.NGP/WCL/MMW/SEC-I/2018-19/1656.

4.Your letter no. e mail dated 11/12/2018.

With reference to the above, we are pleased to place a formal supply order on you for supply of OTR Tyres as per the Price, quantity, specification, terms and conditions detailed below and as per general terms and conditions enclosed.

**SCOPE OF SUPPLY & PRICES:-**

NIT item Sl no.3	Item Description	HSN Code	Material code	Qty (nos)	Unit Rate per (Rs)	Rate no	GST Extra on each item	Unit Rate Including GST	Total value(Rs) Including GST
a	Tyre size 13.00 x 24 - 12/18 PR for crane/M.Grader Brand/Model: BIRLA GRADER MAX, as per detailed Technical Specifications enclosed as Annexure-I.	4011.80.00	13607350017	20	15030.00		28%	19238.40	3,84,768.00
b	Tube for above tyre	4013.90.30	94060200474	20	1795.00		18%	2118.10	42,362.00
c	Flap for above tyre	4012.90.49	94060300151	20	495.00		28%	633.60	12,672.00
	Total				17,320.00				4,39,802.00

**Amount in words:** Four lakhs thirty nine thousand eight hundred two only.

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**Other Terms & Conditions:**

**1.Prices:** The above prices are FIRM and on F.O.R. destination basis inclusive of packing, forwarding, freight and insurance charges upto destination stores. The safe arrival of the consignment at destination stores is your responsibility.

**2.GST:** Shall be payable extra as applicable within the stipulated delivery period. The present applicable rate of GST is @ 28% for tyre and Flap and 18% for Tube. Input tax credit on GST shall be availed by WCL as per GST rule. GST compliant invoice shall be submitted enabling WCL to avail Input Tax Credit (ITC) under GST. In case of any failure on supplier's account, the penalty including interest (if any) borne by WCL on ITC shall be recovered from you.

**3.Delivery:**

Item sl.no	Item Description	Within 2 months from the date of supply order	Within 3 to 4 months from the date of supply order	Within 5 to 6 months from the date of supply order
3	Tyre size 13.00 x 24 - 12/18 PR with tube & flap	-	50%	50%

Delivery period shall be reckoned from the 7<sup>th</sup> day of the date of order..

**4.Mode of Transport:** By road on freight paid basis.

**5.Consignee:** Depot Officer, WCL, Central Store, Tadali, Dist: Chandrapur (MS) 442406. Phone no: 07172- 237295. GSTIN : 27AAACW1578L1ZW.

**6.PAYING AUTHORITY :** GM(Fin)/I/c ,WCL, HQ ,Coal Estate ,Civil Lines, Nagpur - 440001.

**7.Payment Terms :** 100% payment shall be made within 21 days from the date of receipt and acceptance of the materials at the Consignee end or from the date of submission of the bills whichever is later against submission of confirmed PBG.

Note : Bank account details for EFT as provided by you are given below:

Name of the Account Holder	BIRLA TYRES PROP.KESORAM INDUSTRIES LTD
Account Number	00140110000487
Name of the Bank and Branch	HDFC BANK
Address of the Branch of the Bank	SARAT BOSE ROAD-KOLKATA
Nature of Account	CURRENT CREDIT
IFS Code of the Branch	HDFC0000014

**8.Security Deposit:** You shall deposit the Security Money of **Rs. 43,981.00/-**(Rupees Forty three thousand nine hundred eighty one only) i.e for 10% of total order value as per NIT. You shall have to furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled bank 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 your performance shall be recorded for future dealings with you.

Security deposit money will be refunded 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.

Security money may be converted into PBG as per NIT provisions.

**9.Performance Bank Guarantee:**

You will have to submit performance bank guarantee of **Rs. 43,981.00/-**(Rupees Forty three thousand nine hundred eighty one only) i.e 10% of the order value (landed cost), valid for a period of 18 months of from the date of receipt and acceptance of materials to cover the guarantee period and the same shall be released or extended as deemed fit on receipt of satisfactory performance throughout the guarantee period.

**BG on SFMS Platform:** Procedure for submission of Bank Guarantee in SFMS platform

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

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beneficiary for issue of BG under SFMS platform is furnished below: The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following address by Registered post /AD.

Name of Beneficiary and Details	
Name	Western Coalfields Limited
Area	Head Quarter
Bank A/c No / Cust ID	Current A/c no:005905018053 Cust ID:556096497 ICICI Bank Ltd. Vishnu Vaibhav,222,Palm Road, Civil Lines,Nagpur
IFSC Code	ICIC0000059
Bank Manager Name and Phone	Hrushikesh Sakalkale,Ph No. 9923202096

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.

**10. GUARANTEE/WARRANTY:** Every tyre supplied by you bearing its name shall be guaranteed to be free from defects in respect of use of sub standard materials, poor workmanship and faulty design (excluding normal wear and tear) for a period of 12 months from the date of fitment or 18 months from date of receipt and acceptance whichever occurs earlier. In case of any tyre found to be defective, it will be intimated immediately to you to arrange for inspection. If after examination it is found that any tyre is defective then you shall replace the defective tyre with a new tyre and O ring at a cost to be derived as per the formula given below:

Compensation =  $C \times B / A$  where

A is original tread depth of the tyre

B is remaining tread depth where the tyre fails

C is the cost of tyre (per set)

The Cost of tyre shall be landed cost as per the contract against which the tyre failed. The details, Sl no: of tyres supplied against the contract shall be furnished by the firm to GM(Excv) I/C for his record in order to monitor the same. The landed cost shall be calculated based on the basic price as per the contract plus Taxes ruling on the date of replacement.

The cost of replacement tyre offered will be equal to cost of new tyre minus (-) compensation.

After joint inspection the defective tyre with O ring shall be sent to concerned area Regional stores by the project and the warranty replacement of the Tyre with O ring shall be sent to concern area Regional stores by the firm and the defective tyre with O ring will be issued by Area Regional stores to the firm after the acceptance of the warranty replacement tyre with O ring with intimation to Depot officer Central Stores.

**11. INSPECTION CLAUSE:** Final Inspection of the consignment shall be carried out at the destination stores, which will be arranged by the consignee on receipt of stores. If there is any defect found in the materials supplied, you shall arrange the replacement of the same at free of cost.

**12. SUBMISSION OF BILLS:-**Pre-receipted and stamped invoice for 100% value of each materials with taxes and duties and other charges shall be submitted in "QUADRUPPLICATE" to the consignee along with following documents:

1. Consignment note/Delivery Challan in original.

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18/02/19  
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2. Warranty/Guarantee certificate.
3. Pre-receipted and stamped Invoice(GST Compliant Invoice)
4. Price Certificate
5. E way Bill (As per GST rules)
6. DGMS/BIS/Pre dispatch inspection certificates /any other document, if required as per the Technical specifications.
7. Manufacturing Certificate on the body of each bill to the following effect:-

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

8. Any other documents as specified elsewhere in the purchase order.

Note: - Copy of each of the above bill(s) along with copies of each documents must be submitted to the GM(MM)/I/c, WCL, HQ. Nagpur-440,001.

**13.Liquidated Damages:-** In the event of failure to execute the contract within the stipulated period mentioned in the order and in the event of breach of any of the terms and conditions in the order WCL has the right :-

- a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the contract value for delay in execution of the contract beyond the delivery schedule (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 execution may be in arrears limited to 10 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of buyer
- 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 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 encash any available Bank Guarantee / security deposit for recovery of the penalty.
- 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 whole by deducting any sum or which at any time thereafter, may be due to the successful tenderer in this or any other contract, with Western Coalfields Limited or any of its Subsidiary Company. 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 amount.
- g) The supplier shall not be entitled to any gain under this clause.

**14. Force Majeure Clause:-** 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.

**15. Price fall Clause:** You have undertaken in your offer that "we have not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by you to any other Ministry /Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to the purchaser, if the contract has already been concluded". A certificate to this effect shall also be submitted by you along with supplies.

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**16. Price Certificate:** A Price Certificate shall be submitted along with the invoice / on the body of the invoice as under: "Certified that we are not supplying similar products/ systems or sub-systems at a price lower than that offered in the present order in respect of any other ministry/ department of the Govt. of India or a PSU."

**17. Risk Purchase Clause:** In the event of failure of the supplier to deliver or dispatch the stores 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.

**18. Identification Marking:** Manufacturer's name/trade mark, year and month of manufacture shall be marked at the non wearing surface on each piece.

**19. Packing:** The consignment shall be securely packed as per standard trade practices/IS to withstand the rigor of transport, to prevent any loss/damage or pilferage in transit.

**20. TECHNICAL SUPPORT & SERVICES :** In addition to normal after sales and service you will render technical support and service to ensure proper usage, maintenance and satisfactory performance of the tyres supplied by you. You have to provide technical support services as and when required basis to all areas of WCL where tyres supplied by you are working. The technical personnel of the tyre supplier shall meet GM(Excv), WCL at least four times a year and shall visit the mine site as per his advice. GM(Excv), WCL shall ensure that each mine is visited at least once per annum. In this case, it is also to be insured that each visit to the subsidiary shall be for a period of not less than four consecutive working days. You shall make survey of all the tyres of your make to ensure proper usage, maintenance and satisfactory performance. A joint inspection report shall be drawn out which shall be signed by the Excavation Engineer In charge of the Mine and SO(Excv) of the Area. Copies of the report shall be immediately submitted to GM(Excv) and GM(MM), WCL. The report giving details of technical support and service rendered in the past should be attached.

**21. Details of location from where the materials will be supplied & Billed:** M/s Birla Tyres Prop Kesoram Industries Ltd, at post Chhanpur- Balasore, Orissa. GSTIN-21AABCK2417P2ZM

**22. Pre contract integrity pact:** As signed by you and submitted along with your offer the same shall be integral part of the contracts.

**23. CIL Purchase Manual:** The subject supply order shall also be governed by the provisions of CIL Purchase Manual and its subsequent amendment, which are also available on CIL website

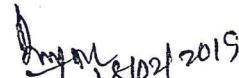
**24. General terms & conditions :** Unless otherwise specified in the order, the order shall be subject to General terms & conditions as per Annexure-II

This order is being placed on the basis of the terms and conditions already accepted by you. Two copies of this supply order are being sent to you. You may acknowledge receipt of the order by sending one copy duly signed and stamped with seal of your company.

All other terms and condition shall be as per NIT.

All disputes arising out of this contract shall be under the jurisdiction of Nagpur court only.

Yours Faithfully,  
For & on behalf of Western Coalfields Ltd.

  
(C Ramlah)  
Sr Manager(MM)

  
(C R Samantray)  
Chief Manager (MM)

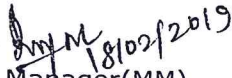
- Encl:-**1.Detailed Technical Specifications. Annexure - ' I '
2. General Terms and Conditions of the supply order. Annexure - ' II ' .
  3. Format of BG for Security Deposit- Annexure-III
  4. Photo copy of technical literature.- Annexure- IV
  5. Budget Certification for OTR Tyres (for internal use of WCL).Annexure-' V '

Copy to (for internal circulation);

- 1.GM(Excv)/I/c, WCL, HQ, Nagpur.
- 2.GM(Fin)I/c, WCL, HQ, Nagpur
- 3.Chief Mnager(Fin)/Sr. Manager (Finance)/C&B, WCL , HQ, Nagpur.
- 4 Sr. Manager (MM)/Admin., WCL, HQ, Nagpur
- 5.AGM/SO(MM)/SO(Excv)/AFM, WCL, Nagpur/Umrer/Majri/Wani North/Wani/Chandrapur Ballarpur Area
- 6.Depot Officer, WCL, Central Store, Tadali, Dist: Chandrapur-442406, Maharashtra.
- 7.GM(MM)/HOD: BCCL/CCL/ECL/SECL/MCL/NCL/CIL

- 8.Copy to.** 1.Shri A.K.Bajaj,A-167, Defence Colony, New Delhi-110024  
2.Shri K MOHAPATRA, IFS(RETD), FLAT NO. 201, MANJUSHA MANOR,PLOT NO. N3/382, IRC VILLAGE, BUBANESWAR 751015

This issues with the approval of WCL Board of Directors as per resolution circulated by Company Secretary vide no. WCL/BD/SECTT/BM-308/2019/166 dated 13/02/2019

  
Sr Manager(MM)

  
Chief Manager(MM)

ANNEXURE-I

Detailed Technical Specifications:

Item 3: Tyre size 13.00 x 24 - 12/18 PR with tube and flap	
Specification Parameter	
Tyre application is to be for Crane / M.Grader	
Brand name / Model Offered	BIRLA GRADER MAX
TRA / Industry Code ( E/L/G)	G2
PLY Rating (PR)	12
Inflated dimensions - Overall width (MM)	338
Inflated dimensions - -Overall diameter (mm)	1290
Tread Depth (mm)	22.5
Minimum tread depth for retread (mm)	3
Performance Capacity (TKPH)	1

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18/02/19

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18/02/19




ANNEXURE -III


FORMAT FOR SECURITY CUM PERFORMANCE BANK GUARANTEE

1. In consideration of M/s. Western Coalfields Limited, Nagpur (hereinafter called "The Company") having agreed to exempt \_\_\_\_\_ (hereinafter called "The said Contractor(s)") from the demand, under the terms and conditions of the agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in said Agreement, on production of bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). We \_\_\_\_\_ (indicate the name of bank) (hereinafter referred to as "the Bank") at the request of \_\_\_\_\_ (Contractor(s) do hereby undertake to pay to the Company an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reasons of any breach by the said Contractor(s) of any terms or conditions contained in the said Agreement.
2. We, \_\_\_\_\_ do hereby undertake (indicate the name of the Bank) to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s)'s failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ only.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal : The payment so made by under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We, \_\_\_\_\_ further agree that the (indicate the name of the Bank) guarantee herein contained shall remain in full force and affect during the period that would be taken for performance of the said Agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the company certified that the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. The guarantee shall remain in force till the \_\_\_\_\_ the day of \_\_\_\_\_ 20 \_\_\_\_\_ and unless a demand or claim under the guarantee is made on us in writing within 3 months from the said date, shall be discharged from all liabilities under this guarantee thereafter.
5. We, \_\_\_\_\_ further agree with the (indicate the name of the Bank) Company that the company shall have fullest liberty without our consent and without affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or commission on part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in constitution of the bank or the contractor(s)/supplier(s).
7. We \_\_\_\_\_ lastly undertake not to revoke this (indicate the name of the Bank) guarantee during its currency except with the previous consent of the company in writing.

The Bank Guarantee is operational for all purposes at Nagpur Branch, Maharashtra (Branch code -----)  
Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature of the authorised person  
for and on behalf of the Bank.  
For \_\_\_\_\_  
(indicate the name of the Bank)

  
18/02/19

  
18/02/19



S. o no: 11000131318193 dated 18/02/2019

ANNEXURE - IV



# Grader Max

## It's Time to Roll

OTR

Technical Specifications:								
Sizes	Pattern	TRA CODE	Ply Rating	Rim Size (inch)	Sectional Width (mm)	Overall Diameter (mm)	Non-Skid Depth (mm)	Tube Valve Code
13.00-24	GRADER MAX	G2	12	8	338	1290	22.5	TR 220A
13.00-24	GRADER MAX	G2	16	8	338	1290	22.5	---
14.00-24	GRADER MAX	G2	12	8	365	1345	24.5	TR 220A
14.00-24	GRADER MAX	G2	16	8	370	1345	24.5	---

FOR BIRLA TYRES  
Prop: KESORAM INDUSTRIES LTD.

*[Signature]*  
Authorized Signatory

*6/10/2019*

*[Signature]*  
6/10/19



**KESORAM**



## Annexure- ' V '

## Details BC for OTR TYRES FOR HEMM:

SLno	Area	BC Ref NO.	BC amount (Rs)
1	Wani	RB/WA/CGM/4350 /E&M(HQ) CENTRALISED STORES/ 556/2018-19 dt 09/03/2018	2,87,76,826.00
		RB/WA/CGM/4350 /E&M(AREA) /12 /19-20 dt 16/02/2019	96,76,574.00
		<b>Total BC</b>	<b>3,84,53,400.00</b>
2	Wani North	REV/WNA/HQ-A&B/18-19/EXCV/02 dt 15/03/2018	70,80,000.00
		REV/WNA/HQ-A&B/19-20/EXCV/04 dt 26/08/2018	24,70,464.00
		<b>Total BC</b>	<b>95,50,464.00</b>
3	Nagpur	REV/HEMM SP/A&B CLASS/HQ PROCUREMENT/ 18-19/ 41 dt 16/03/2018	1,18,36,000.00
		REV/ A&B CLASS/ 19-20/ P-116/13 dt 16/02/2019	36,14,495.00
		<b>Total BC</b>	<b>1,54,50,490.00</b>
4	Umrer	WCL/UA/HQ / OTHER STORE / 2018-19/ 02 /22 dt 05/03/2018	85,46,268.00
		WCL/GM(U)/UA/HQ / HEMM SPARES /18-19/ 04 /10 dt 06/02/2019	29,80,259.10
		<b>Total BC</b>	<b>1,15,26,527.10</b>
5	Majri	RB/MA / GM / 4450 / HEMM STORES /03 / 05/ 2018-19 dt 08/03/2018	71,73,692.00
		RB/MA / GM / 4450 / HEMM STORES /03 / 05A/ A&B dt 05/02/2019	25,02,544.00
		<b>Total BC</b>	<b>96,76,236.00</b>
6	Chandrapur	RB/CHA/MB/A&B-HEMM STORES / 2018-19/67/08 dt 11/03/2018	1,44,62,954.00
		RB/CHA/MB/A&B-HEMM STORE / 67/12/2018-19 dt 08/02/19	46,81,954.00
		<b>Total BC</b>	<b>1,91,44,908.00</b>
7	Ballarpur	BA/RB/ExcV/HEMM/ A&B CLASS/ 11/ 149 /18-19/ dt 18/03/2018 & 11/92/2019(revised)	1,92,10,878.50
<b>TOTAL BC AMOUNT RS.</b>			<b>12,30,12,908.60</b>

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D. MAL  
18/02/19

  
18/02/19