





"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: 11000131318194		

Dated: 18/02/2019

To,
 M/s JK TYRE & INDUSTRIES LIMITED,
 3 Bahadur Shah Zafar Marg,
 NEW DELHI-110002,

By registered A/D
 Vendor Code:506202
 Fax No. 1130179299
 GST No. 29AAACJ6716F1ZK
 Vendor Category: NON-MSE
 Email. rajkumar.dahiya@jkmil.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: 342684 dated 25.10.2018 and subsequent correspondences on portal

3.This office letter no.NGP/WCL/MMW/SEC-I/2018-19/1657 dated 08/12/2018 and letter no. NGP/WCL/MMW/SEC-I/2018-19/1672 dated 13/12/2018.

4. Your letter no. JK/HO/OTR/WCL/18-19/115 dated 15/12/2018.

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 SI no	Item description	HSN Code	Material Code	Quantity (sets)	Unit price per set	Total value(Rs)
1	OTR Tyre size 23.50 x 25 -20 PR with O ring for Tyre Handler. Brand/Model: JK TYRE/VEM 99, as per detailed Technical Specifications enclosed as Annexure-I.	4011	94060101484	4	63,900.00	2,55,600.00
2	OTR Tyre size 24.00 x 35 - 48 PR E4 with O ring for 60T Dumper. Brand/Model: JK TYRE/VEM 045, as per detailed Technical Specifications enclosed as Annexure-I.	4011	94960100542	640	1,49,226.00	9,55,04,640.00
	Total					9,57,60,240.00
	GST @28% Extra					2,68,12,867.20
	Grand Total					12,25,73,107.20

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Amount in words: Twelve Crore twenty five lakhs seventy three thousand one hundred seven and twenty paisa only.

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%. 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
1	OTR Tyre 23.50 x 25 - 20 PR with O ring	-	50%	50%
2	OTR Tyre 24.00 x 35 - 48 PR E4 with O ring	30%	35%	35%

Delivery period shall be reckoned from the 7th 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	JK TYRE & INDUSTRIES LIMITED
Account Number	487635050
Name of the Bank and Branch	INDIAN BANK
Address of the Branch of the Bank	MYSORE BRANCH, R S PLAZA,57/4, VINOBA ROAD,GANDHI SQUARE,MYSORE-570001
Nature of Account	CASH CREDIT
IFS Code of the Branch	IDIB000M048

8.Security Deposit: You shall deposit the Security Money of **Rs. 1,22,57,311/-** (Rupees One crore twenty two lakhs fifty seven thousand three hundred and eleven 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. 1,22,57,311.00/-** (Rupees One crore twenty two lakhs fifty seven thousand three hundred and eleven 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

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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 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 occur 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 X 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, SI 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.

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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.
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

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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.

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 Jk Tyre & Industries Limited, KRS Road Mettagalli, Mysore-570016, Karnataka. GSTIN- 29AAACJ6716F1ZK.

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.

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18/02/19

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18/02/19

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


18/02/2019
(C Ramiah)

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/PBG- 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: M/s JK Tyre & Industries Limited, KRS Road, Mettagalli, Mysore-570016, Karnataka

Copy to (for internal circulation);

- 1.GM(Excv)/HOD, 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

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


18/02/19
Sr Manager(MM)


Chief Manager(MM)