



WESTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
MATERIALS MANAGEMENT WING
Coal Estate, Civil Lines, Nagpur – 440 001 (M.S.)
Phone : PBX : 0712 2511381, 2511223 Extn. : 5587

Supply Order No :11000131319192

DT : 14 .12.2019

SUPPLY ORDER

To

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

BY REGISTERED POST A/D

FAX : 011-45040652

VENDOR CODE : 506202

VENDOR TYPE : NON MSE

Email : rajkumar.dahiya@jkm.com

Dear Sir,

Sub : Formal Order for Supply of OTR Tyres, Tubes & Flap / O-rings.

- Ref :** 1. Our Tender No. wcl-hq-pur-ra-sp-e031-2019-20 opened on 21.06.2019, under Tender Id = no. 2019_WCL_138913_1
2. Your Online offer on portal dated 14.06.2019 under Bid id :411587
3. Your letter no. JK/HO/OTR/19-20/016/A dated 10.10.2019
4.

This has reference to above. We are pleased to Place FORMAL ORDER on you for supply of OTR Tyres, Tubes & Flap / O-rings, as per order terms and conditions stipulated below and General terms and Conditions enclosed.

NIT Sl. No.	Item Description	Qty in set	F.O.R. Destination Rate in Rs.	GST @ 28% extra in Rs	Amount before ITC in Rs.
1	Tyre 14.00 X 25 – 20 PR E3 /L3 with Tube and Flap, as per detailed Technical Specifications enclosed as Annexure-A	12	28,016.00	7,844.48	4,30,325.76
3	Tyre with O ring size 23.5x25-20 E3 /L3, as per detailed Technical Specifications enclosed as Annexure-A	6	66,916.00	18,736.48	5,13,914.88
4	Tyre 24.00 X 35 - 48 PR E4 with O-ring, as per detailed Technical Specifications enclosed as Annexure-A	219	1,47,500.00	41,300.00	4,13,47,200.00
Total					4,22,91,440.64

(Rupees Four Crore Twenty Two Lakh Ninty One Thousands Four Hundred Fourty and Paise Sixty Four only)

OTHER TERMS & CONDITIONS

1. **PRICES :** The above Prices are FIRM and on FOR Destination basis, inclusive of P&F & Freight & insurance. You shall be responsible for Safe arrival of the material upto destination.

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2. **GST :-** GST shall be paid extra on the basic price, as applicable on the date of supply. The present rate of GST is @ 28%. You shall submit the GST compliant Invoice as per the GST rules, indicating all the details as required as per the GST rules, including the HSN code, components of CGST / SGST / IGST(as applicable) etc, which shall enable WCL to avail the Input Tax Credit Set off as per the GST rules. The ITC set off against the GST shall be availed by the Paying Authority, as per the GST rules. You 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 you.
3. **Delivery :** for NIT item no.1& 3 supply shall be completed within 3 months from the date of supply order. For item no.4 the delivery should start 6 months after the date of supply order and completed within 9 months from the date of supply order The delivery period shall be reckoned from the 7th day of the order date.
4. **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..
5. **Paying Authority:** General Manger, (F)I/c WCL, HQ. Nagpur (MS)-440001.

EFT Details for payment.

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

6. **Consignee:** Depot Officer, Central Stores, Tadali, Western Coalfields Limited
At Urjagram, PO: Tadali, Dist: Chandrapur (MS)- 442406
Phone no: 07172- 237076, Fax no: 07172- 237295,
GSTN : 27AACW1578L1ZW
7. **Mode of Dispatch:** - All the stores securely packed are to be dispatched by road transport to the Consignee on Freight paid basis. Safe arrival of materials at consignee's end is the responsibility of supplier.
8. **Security Deposit :** You shall furnish Security deposit amount for rupees **Rs.42,29,144/-**(Rupees: Forty Two Lakh Twenty Nine Thousand One Hundred Forty Four only) i.e. 10% of total order value in the form of Demand Draft/ Bank Guarantee of any Scheduled/Nationalized Bank, as per format in Annexure 'C', within 15 days from the date of supply order. Bank Guarantee is to be submitted strictly in SFMS platform as per Annexure 'C' and as well as in paper form.
9. **Performance Bank Guarantee:** You shall furnish a performance bank guarantee valid for 18 months from the date receipt and acceptance of last consignment equivalent to 10% value of the contract including taxes and duties etc. to the FOR Destination price of the material on order, covering the warranty period i.e. for **Rs.42,29,144/-**(Rupees: Forty Two Lakh Twenty Nine Thousand One Hundred Forty Four only). The bank guarantee shall be released after successful completion of the guarantee period (18 months) after confirmation from GM(E&M)HOD, WCL/Hqrs. The PBG must be submitted immediately after despatch of the consignments,as per format in Annexure 'C',.No payment shall be made without submission of PBG. PBG is to be submitted strictly in SFMS platform as detailed in Annexure 'C'and as well as in paper form.
10. **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. If there is any defect

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found in the materials supplied, you shall arrange the replacement of the same at free of cost.

- 10. Manufacture's Certificate:** As the order is being placed on the basis of consideration that you are a Manufacturer of the ordered materials, you have to provide a certificate to following effect on the body of each bill. "Certified that the items supplied and included in this bill/invoice are **M/s J.K. Tyre & Industries Limited** make and have been actually manufactured in our works situated at Metagalli, KRS Road, Mysore - 570016. GSTIN- 29AAACJ6716F1ZK
- 11. 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 = $C \times B / A$ 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, 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.

- 12. 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

- 13. A) Price Certificate :-** You had certified that you have not offered the same products at a price lower than that covered in this order in respect of any other ministry/department of the Govt. of india or PSUs. In case you offer the lower price for the same item under similar terms with in validity of this order to ministry/department of the Govt. of India or a PSUs, you undertake to notify such reduction to the WCL and the same will also be applicable against this order.
- B) Price Fall certificate:** You have undertaken that You have not supplied/is not supplying

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similar product/systems or subsystems at a price lower than that offer in the present bid in respect of any other Ministry/Department of Govt. of India or PSU and if found at any stage that similar product/systems or subsystems was supplied by You to any other Ministry/Department of the Govt. of India or PSU at a lower price than that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by You to WCL, if the contract has already been concluded

13. Risk Purchases Clause : In the event of failure of the supplier to deliver or dispatch the stores within the stipulated dated/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 in any other Subsidiary Companies/CIL. Risk purchase action may be initiated under any of the following conditions.

1. When the supplier fails to deliver the materials even after the delivery period is extended on request form the supplier.
2. 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.
3. When in the judgment of the purchaser the supplier is unable to execute the order due to various reasons.
4. When the materials are urgently required and the supplier fails to deliver the materials within the extended/original delivery schedule.
5. When the supplier breaches any of the terms and conditions of the supply order and as a result fails to execute the order satisfactorily.

14. SUBMISSION OF BILLS :

For claiming **100% payment**, following documents are to be submitted along with original bills as per terms of the supply order to the consignee.

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. Manufacture's Certificate on the body of each bill.

15. LIQUIDATED DAMAGES : 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, WCL 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 %. Wherever felt necessary the limit of 10% can be increased to 15% at the discretion of Head of 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.

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The supplier shall not be entitled to any gain on any such purchase.

- 16. 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 Coal India Limited or its subsidiary companies any 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) You shall advise, in the event of you 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 you shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.
- 17. INTEGRITY PACT :** Already signed and submitted by you with your offer shall be applicable against this contract.
- 18. JURISDICTION:** All disputes shall be subject to the jurisdiction of Nagpur Court only.
- 19. 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.
- 20. General terms & conditions :** Unless otherwise specified in the order, the order shall be subject to General terms & conditions as per Annexure-B

All other terms and condition shall be as per NIT.

This order is issued with this acceptance. Kindly acknowledge the receipt and proceed for execution of order.

Yours faithfully,


(Sanjay Pawar)
Sr..Manager(MM)


(K.S.R.Divakar)
Chief Manager(MM)

Encl: Details Technical Specification - Annexure-A
General Terms & Conditions - Annexure- B
Format for Security deposit / PBG - Annexure-C
Budget Certification details - Annexure -D
Integrity Pact - Annexure- E

Copy to :

- 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
- 6.Depot Officer, WCL, Central Store, Tadali, Dist: Chandrapur-442406, Maharashtra.

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7.GM(MM)/HOD: BCCL/CCL/ECL/SECL/MCL/NCL/CIL

Copy to IEMs :

1. A.K. Mohapatra, IFS (Retd.), Flat No.201, Majusha Manor, Plot no. N3/382, IRC Village, Bhubaneswar-751015
2. Dr.(Ms) Nivedita P. Haran, IAS (Retd.),23, IFS Villas, P-6, Builders Area, Greater Noida - 201310


(Sanjay Pawar)
Sr. Manager(MM)


(K.S.R.Divakar)
Chief Manager(MM)
