



"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. PO No:11000131418087 Dated:14/09/2018		

By registered post with A/D

To,
 M/s Ceat Limited,
 c/o Swayta enterprises,
 Rapid transport premise,
 Ghori galli, gandhi chowk,
 Amravati-444601

Vendor Code:516609
 Fax No. 0721-2676511
 GST No. 27AAACC1645G1ZZ
 Vendor Category: NON-MSE

Dear Sir,

- Sub:- Supply of Non OTR Tyres, Tubes & Flaps against MB 17-18
 Ref: 1.Our Open Domestic E- tender vide no.wcl-hq-pur-cr-e107-2017-18 (tender ID 2017_WCL_87631_1) opened on 12.01.2018.
 2. Your Bid Id:252602 dated 03/01/2018 and subsequent on line correspondences.
 3. Your letter no.CEAT/WCL/MM/18-19/11 dated 16/08/2018 extending validity of offer

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

SCOPE OF SUPPLY & PRICES:-

NIT SI no	Item description	Quantity (in sets)	Unit price (Rs)	Total value(Rs)
1	New Diagonal ply, pneumatic tyre size 6.00 x 16, 8 PR, RIB pattern, conforming to IS : 15636 latest with New Tube and New Flap as per detailed Technical specifications enclosed as Annexure – I	50	2549.00	1,27,450.00
2	New Diagonal ply, pneumatic tyre size 7.50 x 16, 16 PR, LUG pattern, conforming to IS : 15636 latest with New Tube and New Flap as per detailed Technical specifications enclosed as Annexure – I	64	5743.00	3,67,552.00
3	New Diagonal ply, pneumatic tyre size 7.50 x 16, 16 PR, RIB pattern, conforming to IS : 15636 latest with New Tube and New Flap as per detailed Technical specifications enclosed as Annexure – I	64	5564.00	3,56,096.00
4	New Diagonal ply, pneumatic tyre size 9.00 x 20, 16 PR, LUG pattern, conforming to IS : 15636 latest with New Tube and New Flap as per detailed Technical specifications enclosed as Annexure – I	168	9671.00	16,24,728.00
5	New Diagonal ply, pneumatic tyre size 9.00 x 20, 16 PR, RIB pattern, conforming to IS : 15636 latest with New Tube and New Flap as per detailed Technical specifications enclosed as Annexure – I	100	8823.00	8,82,300.00
6	New Diagonal ply, pneumatic tyre size 10.00 x 20, 16 PR, RIB pattern, conforming to IS : 15636 latest with New Tube and New Flap as per detailed Technical specifications enclosed as Annexure – I	20	9809.00	1,96,180.00
	Total			35,54,306.00
	GST @28%			9,95,205.68
	Grand total			45,49,511.68

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Amount in words: Rupees Forty five lakhs forty nine thousand five hundred eleven and sixty eight paise only

Other Terms & Conditions:

1. **Prices:** The prices are FIRM on F.O.R. destination basis inclusive of packing, forwarding, freight and insurance charges upto destination stores.

2. **GST:** Shall be payable extra as applicable. The present applicable rate of GST is @ 28%. Input tax credit on GST shall be availed by WCL as per GST rule. You shall submit GST compliant invoice enabling WCL to avail Input Tax Credit (ITC) under GST. In case of any failure on suppliers account, the penalty including interest (if any) borne by WCL on ITC shall be recovered from you.

3. **Delivery:**(1) 50% within two months and (2) balance 50% within five months but after completion of first phase of delivery. The delivery period shall be reckoned from 7th (seventh) day of the Purchase Order date.

4. **Consignee:** Depot Officer, Central Stores, Tadali PO: Tadali, Dist: Chandrapur (MS), Pin: 442406, Phone no: 07172- 237295. GSTIN : 27AAACW1578L1ZW.

5. **Paying Authority :** GM(Fin) ,WCL, HQ ,Coal Estate ,Civil Lines, Nagpur -440001.

6. **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 the submission of the bills whichever is later against submission of confirmed Performance Bank Guarantee (PBG).

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

Bank Account Details for making payment through EFT:-

Name of the Account Holder	CEAT LIMITED
Account Number	181400006394
Name of the Bank and Branch	YES BANK, Worli,Mumbai
Address of the Branch of the Bank	Nehru Centre,Worli,Pin- 400030
Nature of Account	Current
IFS Code of the Branch	YESB0000001

7. **Security Deposit:** You shall have to deposit the Security Money for Rs 4,54,951.00/- (Rupees Four lakh Fifty four thousand nine hundred fifty one 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.

8. **Performance Bank Guarantee:** You will have to submit performance bank guarantee of Rs 4,54,951.00/- (Rupees Four lakh Fifty four thousand nine hundred fifty one i.e for 10% of total order value) as per NIT in the prescribed format towards satisfactory performance of the material supplied. The PBG shall be valid for a period of 18 months from the date of receipt and acceptance of materials at the ultimate destination and the same shall be released on receipt of satisfactory completion of warranty or extended thereafter as deemed fit. The bank guarantee shall be released after successful completion of the guarantee period/extended period after confirmation from the GM(E&M), WCL, HQ Nagpur.

9. Guarantee /Warranty :

The supplier/Manufacturer warrants that the item shall be of fresh manufacture and shall not be older than six months on the date of acceptance of stores by the consignee.

The item(s) supplied by the firm against the supply order shall carry a warranty of satisfactory performance for a period of 12 months from the date of commissioning (irrespective of kilometerage) or 18 months from the date of receipt and acceptance of

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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.

14. **Packing:-** The packing of all the materials quoted shall conform to the requirements of the carriers.

15. **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."

16. **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.

17. **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.

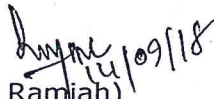
Encl:- 1. Detailed Technical Specification. Annexure - ' I '

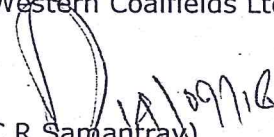
2. General Terms and Conditions of the supply order. Annexure - ' II ' .

3. Format of BG for Security cum Performance Bank Guarantee - Annexure-III

4. Budget Certification for Non OTR Tyres, Tubes & Flaps (for internal use of WCL). Annexure - ' IV '

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


(C Ramiah)
Sr Manager(MM)


(C R Samantray)
Chief Manager (MM)

COPY TO:

1. GM(E&M)/I/c, WCL, HQ, Nagpur. This is as per his notings dated 11/09/2018 communicating BC for Rs.45,49,511.68/- adjusted under the head of MB 2018-19 of Non OTR Tyres, Tubes & Flaps against available budget of Rs. 47,44,972.73/- (refer Annexure - ' IV ').

2. GM(Fin)/I/c, WCL, HQ, Nagpur

3. Chief Mnager(Fin)/Sr. Manager (Finance)/C&B, WCL , HQ, Nagpur.

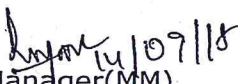
4. Sr. Manager (MM/Admn.), WCL, HQ, Nagpur:- This is against MB 2017-18 for Non OTR Tyres, Tubes & Flaps & the total value of the order is Rs.45,49,511.68/-

5. AGM/SO(MM)/AFM, All Areas of WCL

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

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

8. M/s Ceat Limited, 463, RPG House, Dr. Annie Besant Road, Worli, Mumbai 400030


Sr Manager(MM)


Chief Manager(MM)

the item(s) at consignee's stores, whichever is earlier. A certificate to this effect shall be furnished by you alongwith supplies.

On receipt of any defective report from the user on premature failure of the item, joint investigation will be carried out by the representative of WCL and representative of the firm at consignee's site. In case the defect is attributed to defective material, design, faulty workmanship, the firm shall provide replacement at free of cost. The defective stores shall be returned to the supplier only on receipt of replacement supplies. In case of any dispute, the decision of WCL shall be final and binding on all concerned.

10. INSPECTION CLAUSE : Final inspection shall be arranged by the consignee at destination stores. If there is any defect found in the materials supplied, Firm will arrange the replacement of the same at free of cost.

11. 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 "QUADRUPLICATE" to the consignee along with following documents:

1. Consignment note/Delivery Challan in original.
2. Copy of Inspection Report and works Test certificate, BIS License etc as per enclosed technical specifications as Annexure I.
3. Warranty/Guarantee certificate.
4. Pre-receipted and stamped Invoice(GST Compliant Invoice)
5. 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)."

6. 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.

12.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.

13. 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

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ANNEXURE-I

Detailed Technical Specification:

1.0 STANDARDS :

- i) Pneumatic tyres for commercial vehicles – Diagonal ply : As per IS:15636 latest
- ii) Tubes for pneumatic tyres : As per IS:13098 latest
- iii) Flaps for pneumatic tyres : As per IS:9168 latest

2.0 MARKING :

- i) Tyres :The Tyres shall be permanently and legibly marked as per clause no. 5 of BIS:15636 latest, wherever applicable.

3.0 Notary attested copies of valid BIS license for use of BIS certification mark on the offered tyres (complete license with 1st and 2nd schedule and all relevant endorsement), wherever applicable.

D. M.
14/09/18

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14/09/18

