



"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: 11000131418118

Dated: 11/10/2018

To,
M/s Ceat Specialty Tyres Limited,
c/o Swayta enterprises,
Rapid transport premise,
Ghori gally, Gandhi chowk,
Amravati-444601(Maharashtra)

By registered A/D
Vendor Code:516986
Fax No. 0721-2676511
GST No. 27AABCU5142M1Z3
Vendor Category: NON-MSE

Email. amravati.cfa@ceat.com

Dear Sir,

Sub:-Formal Supply order for Supply of LHD Tyres, Tubes & Flaps

Ref: 1.Our Open Domestic E- tender vide no. wcl-hq-pur-ra-cr-e153-2017-18 (tender ID 2018_WCL_98851_1) opened on 16.04.2018

2. Your Bid Id: 288250 dated 09/04/2018 and subsequent correspondences on portal

With reference to the above, we are pleased to place a formal supply order on you for supply of LHD 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:-

Sl no	Item description	quantity (in sets)	Unit price/sets (Rs)	Total value(Rs)
1	New Heavy Duty Tyre size 9.00 x 20 - 16 PR Nylon or higher, TT, Hard Rock Lug Type, Heat & Cut Resistant with Tube & Flap. (As per detailed Technical Specifications enclosed Annexure-I). Make/Model:CEAT/CT SUPER Material code:94960100598 HSN Code. 4011	890 sets	11,190.00	99,59,100.00
	GST @28%			27,88,548.00
	Total			1,27,47,648.00

Amount in words: One Crore twenty seven lakhs forty seven thousand six hundred forty eight only.

Terms and Conditions:

1. Provision for increase in order quantity: We reserve our right to increase the above ordered quantity up to tendered quantity through a separate communication in the due course.

2.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.

3.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.

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4.Delivery: (1) 40% within 2 months

(2) 30% within 4 months but after first phase of delivery

(3) Balance 30% within 6 months but after second phase of delivery.

The delivery period shall be reckoned from 7th (seventh) day of the Purchase Order date.

5.Mode of Transport: By road on freight paid basis.

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

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

8.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 SD.

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 Specialty Tyres Limited
Account Number	181400009649
Name of the Bank and Branch	YES BANK, Worli,Mumbai
Address of the Branch of the Bank	Nehru Centre,Worli 400030
Nature of Account	Current
IFS Code of the Branch	YESB0000001

9.Security Deposit: You shall deposit the Security Money of **Rs. 12,74,765.00/-** (Rupees Twelve lakhs seventy four thousand seven hundred sixty five 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.

10.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 you 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 the item(s) at consignee's stores, whichever is earlier.

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. A certificate to this effect shall be furnished by you along with supplies.

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 "QUADRUPLICATE" to the consignee along with following documents:

1. Consignment note/Delivery Challan in original.
2. Warranty/Guarantee certificate.

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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 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

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

18. 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.

19. 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.

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.(Total- 1 page) – Annexure- IV

5. Budget Certification for LHD Tyres, Tubes & Flaps(for internal use of WCL). Annexure- ' V '

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


(C Ramiah)
Sr Manager(MM)


(C R Samantray)
Chief Manager (MM)

Copy to: M/s Ceat Specialty Tyres Limited, RPG House, 463, Dr. Annie Besant Road, Worli, Mumbai 400030.

Copy to (for internal circulation);

1. GM(E&M)/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.

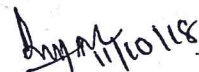
4 Sr. Manager (MM)/Admin., WCL, HQ, Nagpur

5. AGM/SO(MM)/SO(E&M)/AFM, WCL, Pathakhera/Kanhan/Pench/Nagpur/Wani North/ Ballarpur Area

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

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

This issue with the concurrence and approval of Competent Authority.


Sr Manager(MM)


Chief Manager(MM)

Detailed Technical Specifications:

1. Set of tyres, tubes & flaps: (i) Heavy Duty Tyre size 9.00 x 20 - 16 PR Nylon or higher, TT, Hard Rock Lug Type, Heat & Cut Resistant (ii) Tube for above tyres (iii) Flaps for above tyres and tubes.
2. Set of tyres, tubes & flaps : (i) Heavy Duty Tyre size 9.00 x 20 - 16 PR : For use in Load Haul Dumper machines in underground Coal Mines having hard floor, rough terrain of sand mix slurry / muddy Coal, Hard rock and coal pieces. (ii) Tube : Should be of Butyl Rubber as per IS - 13098:2012, size 9.00 x 20. (iii) Flaps: size 9.00 x 20
3. Common parameters for above tyres:
 - a. Tread depth: 21MM
 - b. Rim width: 7 inches
 - c. Section width- 265MM
 - d. Overall diameter 1045MM
 - e. Weight of tyre-57kg
 - f. Load bearing capacity (inflated at 100PSI and speed 13km/hr)-5125kg

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11/10/18

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11/10/18



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)

Signature
11/10/18

Signature
11/10/18

PO No: 11000131418118 Dated: 11/10/2018 on M/s Ceat Specialty Tyres Limited
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,Aplm Road, Civil Lines Nagpur
IFSC Code	ICIC0000059
Bank Manager Name and Phone	Hrushikesh Sakalkale Ph No. :-+91-9923202096

General Manager (MM) I/c
Materials Management Wing
Western coalfields ltd HQ
Coal Estate, Civil lines,Nagpur - 440001
Maharashtra

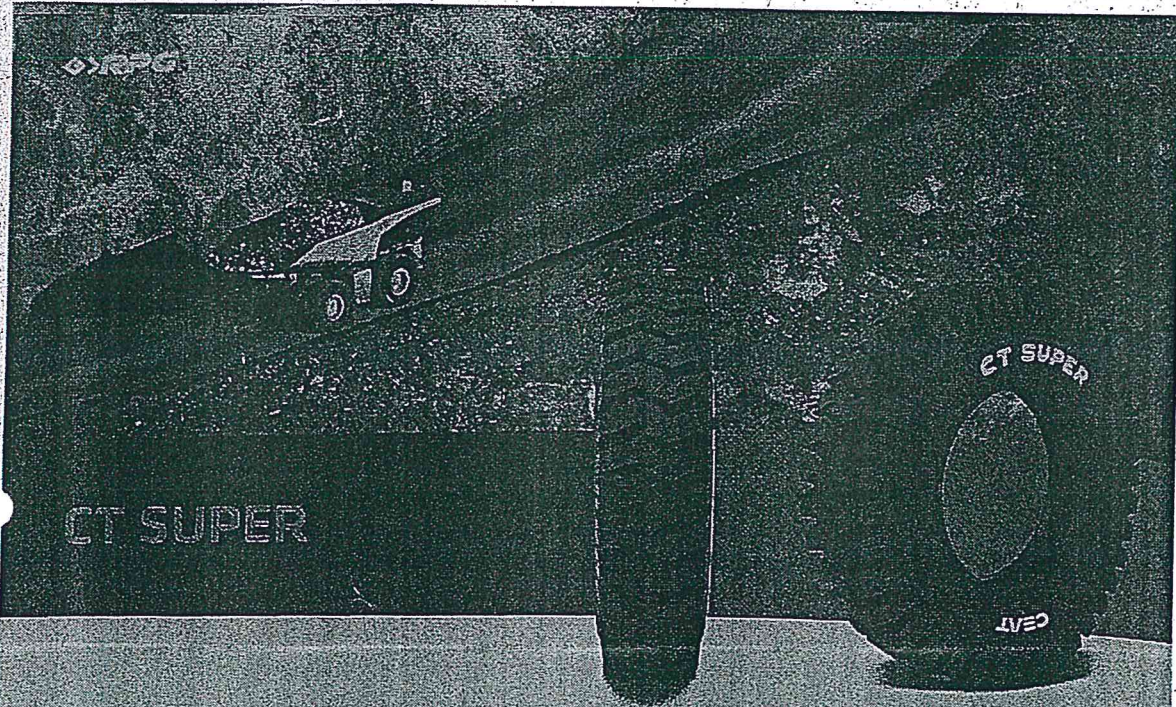
Any extension / amendments to the BG shall be done following the same procedure as above.

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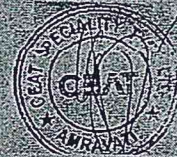
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 on M/s Ceat Specialty Tyres Limited

ANNEXURE - IV



Features

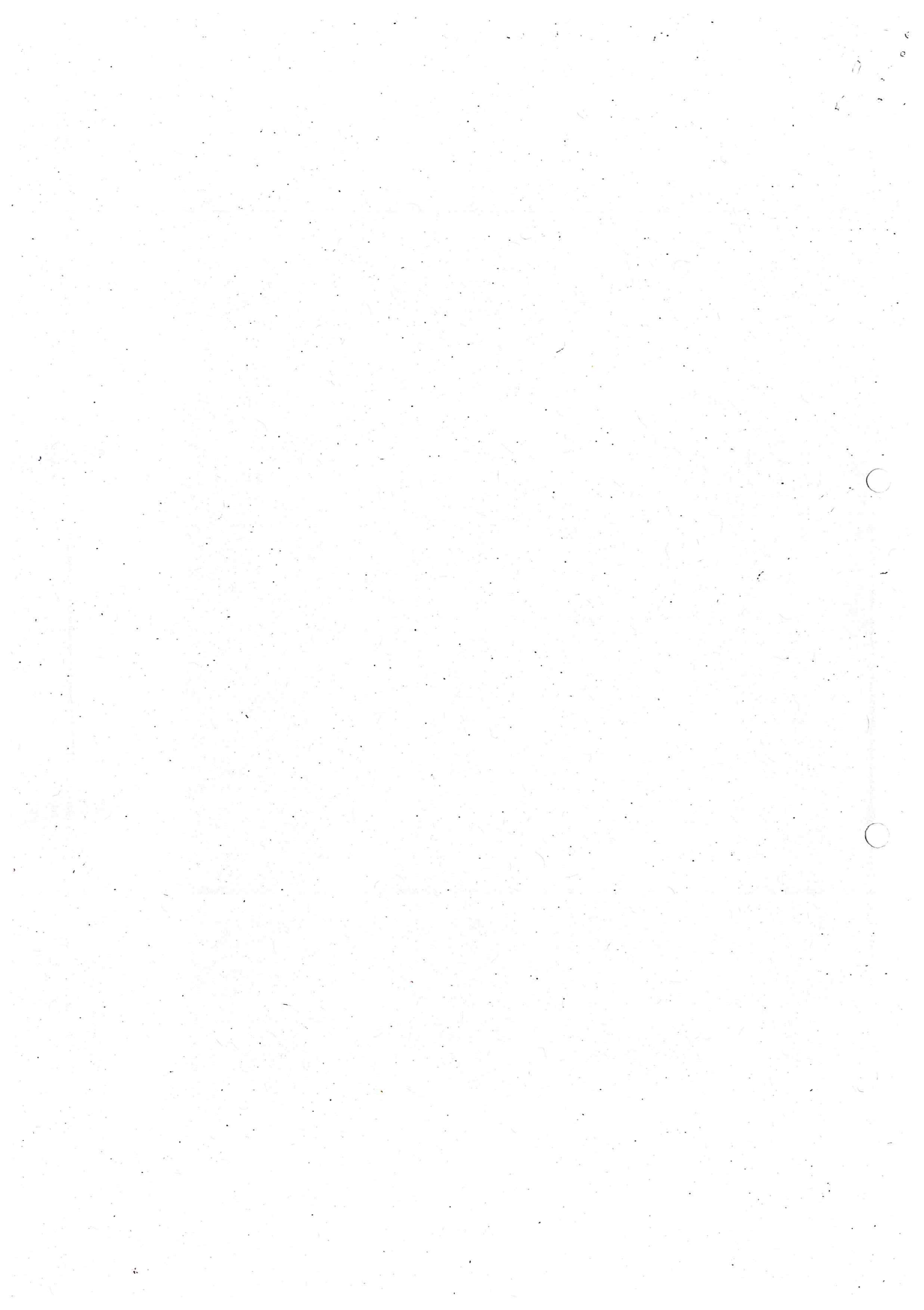
- Mining and logging tyres which can also be used in intermittent highway service
- Tread pattern is designed to carry heavy loads on all types of surfaces such as rock, mud or on highways
- Special tread design provide good traction and high mileage. Cap base construction coupled with a strong nylon casing ensure cooler running and long life



Size	Type	Unloaded Dimension					Load Capacity				
		Arm Width In	SW mm In	OD mm In	Static Loaded Radius mm In	Rolling Circum mm In	PR	Tread Depth mm 32nds	RCI	Min. Pcs	Max. Pcs
9.00-20	JT	7.0	265 10.4	1045 41.1	497 19.6	3170 124.8	16	21 26	35	13 100	13 100

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Po No: 11000131918118 Dt: 11/10/2018
 M/S Coat Specialty Tyres Limited

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MATERIAL BUDGET 2018-19 FOR LHD Tyre 9.00 x 20 AS PER AREA MB

ANNEXURE-V

ITEM DESCRIPTION	UNIT	PATHAKHERA	KANHAN	PENCH	NAGPUR	UMRER	MAJRI	WANI NORTH	WANI	CHANDRAPUR	BALLARPUR	TOTAL
TYRE 9.00 X20, HARD ROCK LUG Pattern	NOS	860.00 /	128.00 /	160.00 /	220.00 /	0.00 /	0.00 /	16.00 /	0.00 /	0.00 /	28.00 /	1412.00
TUBE 9.00 X 20	NOS	860.00 /	128.00 /	320.00 /	240.00 /	0.00 /	0.00 /	16.00 /	0.00 /	0.00 /	28.00 /	1592.00
FLAP 9.00 X 20	NOS	860.00 /	117.00 /	160.00 /	240.00 /	0.00 /	0.00 /	16.00 /	0.00 /	0.00 /	28.00 /	1421.00
TOTAL APPROVED MB VALUE	Rs.	10121626.23	1502693.42	2187106.40	2559608.50	0.00	0.00	200217.92	0.00	0.00	322181.08	16893433.55
BUDGET CERTIFIED FOR	Rs.	10121626.00	1502693.00	1749684.00	2560000.00	0.00	0.00	2000000.00	0.00	0.00	322182.00	16456185.00
BC REFERENCE		WCL/PKD/BC/18-19/Store/MB/ dtd. 16.08.17 for Rs. 10121626.00	REV/MB/05/18-19/26/7 dtd.13.9.17	WCL/Pench/A-rea/R/18/8/18-19 dtd. 29.08.17	REV/OS/E&M/A&B Class/HQ Procurement/18-19/12 dtd. 28.8.17			REV/WNA/HQ-A&B/18-19E&M/14 dtd.28.08.17			BARR/E&M/OH or Store/HQ/CP/01/1 38/18-19 dtd. 11.08.17	

11/10/18
 DY. MANAGER (E&M)

11/10/18
 CHIEF MANAGER (E&M)

GM (E&M) / HOD

11/10/18

11/10/18

