



WESTERN COALFIELDS LIMITED

MATERIALS MANAGEMENT WING
COAL ESTATE, CIVIL LINES, NAGPUR-440001

CIN : U10100MH1975GO1018626

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Website : www.westerncoal.gov.in

Ref No.11100131420019

DT :24 .04.2020

SUPPLY ORDER

To.

M/s ASIAN TIRE FACTORY LIMITED
D-37, FOCAL POINT
JALANDHAR - 144004
PUNJAB

BY REGISTERED POST

Vendor Code : 523019

Vendor Type: MSE

Tel No. 91-181-5083063

Mobile: 8437296111

Sub:- ORDER FOR SUPPLY OF LHD TYRE, TUBE & FLAP FOR UG APPLICATION

Ref:- 1. Our Tender No. hq-pur-sp-e-076-2019-20, Technical bid opened on
18/10/2019 (Tender ID : 2019_WCL_150096_1)

2. Your online offer under Bid Id : 449375 dated 08.10.2019 and subsequent clarifications

~~uploaded on portal, last being dated 12.04.2020.~~

With reference to above, we are pleased to place formal order on you for supply of Set of LHD Tyre Tube & Flap as per Technical specifications , rates, terms and conditions given hereunder and also as per the General Terms & Conditions enclosed at Annexure-B.

NIT SN	Item description	Unit	Quantity	Basic Rate per unit in Rs.	GST @ 28%	Extended Value in Rs.
1	Set of Tyres, Tubes and 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 for above tyres, should be of Butyl Rubber as per IS-13098:2012, size 9.00x20. (iii) Flaps size 9.00 x20 Make : ATF / ASIAN (Details and Technical specification as per enclosed Annexure-A)	set	282	10,700.00	2,996.00	38,62,272.00

(Rs. Thirty Eight Lakhs Sixty Two Thousand Two Hundred Seventy Two only)

TERMS & CONDITIONS:

- PRICE :**The above prices are Firm and on F.O.R. Destination supply basis up to consignee Stores, inclusive of Packing, forwarding, freight & Insurance charges. The materials shall be supplied from your factory at D-37, Focal Point, Jalandhar-144004. The above prices shall remain firm throughout the contractual period till complete execution of the order. The safe arrival of the consignment up to destination stores will be your responsibility.
- Goods & Service Tax :** Shall be payable extra as applicable within the stipulated delivery period of the supply order. The present applicable rate of GST is @ 28 %. The supplier shall have to comply with the terms and conditions of GST Act/ Rules such as issuance of Tax Invoices, ensure payment of GST and enabling mechanism to facilitate Input Tax credit by WCL.
The supplier 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 supplier Input Tax Credit on GST shall be availed by WCL as per GST rules. You shall submit

GST complaint invoice enabling WCL to avail Input Tax Credit (ITC) under GST. In case of any failure on your account, the penalty including interest, if any borne by WCL on ITC, shall be recovered from you.

3. Delivery :

1. 40% within 2 months from the date of supply order
2. 30% within 4 months from the date of supply order but after completion of delivery of first phase and
3. Balance 30% within 6 months from the date of supply order but after completion of delivery of second phase.

The delivery period of order will be reckoned from the 7th day of orderdate.

4. Transportation & e-way Bill: By road on freight paid basis. As the delivery of goods by you is on F.O.R. Destination basis, the movement of the goods is to be initiated by you and issue e-Way Bill.

5. FINAL 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.

6. Consignee : Depot Officer , WCL, Central stores, Tadali. Chandrapur, M.S. Pin: 442406, Phone no: 07172- 237295. GSTIN : 27AAACW1578L1ZW

7. Payment Terms : 100% Payment shall be made within 21 days of receipt and acceptance of materials at destination stores or date of submission of bills whichever is later..

EFT Details : As confirmed by you in your offer

Name of Bank	State Bank of India, (SCB)
Branch Name & Location	TANDA ROAD, JALANDHAR
Account Number	30470111268
Type of Account	Current
IFS Code of the Branch	SBIN0004072

8. Paying Authority : General Manager(Finance), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur – 440 001 (M.S.)

9. 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.

- (i) GST complied Invoice enabling WCL to avail ITC.
- (ii) Packing list in original giving details of bill of materials, if applicable.
- (iii) Consignment note / RR/ LR in original.
- (iv) Warranty / Guarantee certificate.
- (v) Manufacturer's test certificate.
- (vi) Price certificate as per Price fall clause & Price certificate clause
- (vii) Any other document indicated elsewhere in the order.

10. Guarantee/Warranty :

- a. The supplier 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.
- b. 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 the item(s) at consignee stores.
- c. On receipt of any defective report from the user on premature failure of the item, joint inspection 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 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 the WCL shall be final and binding on all concerned.

- 11. Security Deposit :** You shall furnish a security deposit in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% value of the awarded contract(Landed value, inclusive of Tax, i.e. **Rs.3,86,228.00 (Rs.Three Lakhs Eighty Six Thousands Two Hundred Twenty Eight only)** within 15 days time from the date of supply order. Security deposit money will be refunded to you within 30 days from the date of satisfactory execution of the contract.

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:

Name of beneficiary and details	
Name	Western Coalfields Ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJWAL KATI, Ph no: +91-712-6627389

The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following address by Registered post /AD.

General Manager (MM) I/c, Materials Management Wing

~~Western coalfields Ltd HQ, Coal Estate, Civil lines~~

Nagpur – 440001, Maharashtra

For ready reference and updating of BG in WCL portal, it is necessary that BG issuing /amending bank send the BG advice in the form of message format 760COV/767COV via SFMS(Structured Financial Messaging System) as follows:

Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

In the event of BG issuing / amending bank not sending the message 760COV/767COV or committing any error while capturing the details at least in the above mentioned field, BG confirmation through online portal would not be updated. If issuing bank does not adhere to advisory, WCL will not be responsible.

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

12. Liquidated Damages Clause :

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, Coal India Limited and / or its subsidiary Companies should have the right :-

- 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 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.
- 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
- 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-
- 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.
- To forfeit security deposit in full or part.
- 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. The supplier shall not be entitled to any gain on any such purchase.

13. Risk Purchase Clause: In the event of failure of the supplier to deliver or dispatch 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.

Risk purchase action may be initiated under any of the following conditions:

- I. When the supplier fails to deliver the materials even after the delivery period is extended on several occasions, on request from the supplier.
- II. 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.
- III. When in the judgment of the purchaser the supplier is unable to execute the order due to various reasons.
- IV. When the materials are urgently required and the supplier fails to deliver the materials within the extended/original delivery schedule.
- V. 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. Price Certificate: As undertaken by you in your offer you have to certify on the supplies bill that "we have not offered the same products at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU. In case we offer the lower prices for same items under similar terms within the validity of this offer to ministry/department of the Govt. of India or a PSU, we undertake to notify such reduction to the buyer and the same will also be applicable against this order."

15. Price Fall Clause: You shall undertake that you have not supplied / is not supplying similar product at a price lower than this supply order, to any other Ministry/Department of Govt. of India or PSU and if found at any stage that similar product 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 this supply order also and the difference in cost would be refunded by you to WCL..

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 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.

- a) The successful bidder will advise, in the event of his 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 the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

17. JURISDICTION: All disputes shall be subject to the jurisdiction of Nagpur Court only.

The supply order is issued with this acceptance. You are requested to acknowledge receipt of this order and arrange immediate supply.

(Sanjay Pawar)
Sr. Manager(MM)

(K.S. Diwakar)
Chief Manager (MM)

- Encl :** 1. Technical Specification. - Annexure - "A" (total number of sheets -1)
 2. General Terms & Conditions – Annexure - "B" (total number of sheets-6)
 3. Security Deposit /Performance Bank Guarantee format – Annexure – "C" (total number of sheet-1)

Budget Certification

SR. NO.	AREA	BC REFERENCE	Amount in Rs.
1.	Patherkheda	WCL/PKD/BC/20-21/Other Stores/E&M/dated 09.04.2020	20,54,400.00
2.	Kanhan	Kan/Acct./MB/other stores/HQ/20-21/7 dt. 09.04.2020	3,42,400.00
3.	Pench	BC/Mat.Bud/WCL/Pench/B.D./R/1/9 /37/20-21 dt. 16.04.2020	5,47,480.00
4.	NAGPUR	BC/REV/E&M/A&B/ CLASS/HQ/20-21/P-15/90 DATED 08.04.2020	7,53,280.00
5.	UMRER	BC/GM(U)/UA/HQ/Other stores/02/21 dt. 20.09.2019 BC/GM(U)/UA/HQ/Other stores/02/24 dt. 07.10.2019	1,02,720.00
6.	Ballarpur	BA/RB/Hq/21/168/20-21/E&M/other/Hq/CP dt. 10.04.2020	61,632.00
		Total	38,62,272.00

Copy to:

1. GM/AFM/SO(MM)/DEPOT OFFICER, All Areas of WCL.
2. GM(E&M)HOD, WCL(HQ).
3. GM(Finance)I/C, WCL(HQ).
4. Sr. Manager(Finance) CP, WCL(HQ), Nagpur
5. Depot Officer, Central Store Tadali.
6. Sr. Manager(MM/Admin), WCL(HQ), Nagpur – The total procurement value is **Rs.38,62,272.00 only**

(Sanjay Pawar)
Sr. Manager(MM)

(K.S.Diwakar)
Chief Manager (MM)

Technical specifications Annexure A

- A. Item :** Set of tyres, tubes & flaps for LHD consisting of:
- Heavy Duty Tyre size 9.00x20-16 PR, Nylon or higher, TT, Hard Rock Lug Type, Heat and Cut Resistant, for use in Load Haul Dumper Machines in under ground Coal Mines having hard floor, rough terrain of sand mix slurry / muddy coal, hard rock and coal pieces.
 - Tube for above tyres, should be of Butyl Rubber as per IS-13098:2012, size 9.00x20
 - Flaps, size 9.00 x20, for above Tyres & tubes.

B. Tyre Technical Details

- Size of tyre: 9.00 x 20
 - Ply Rating: 16 PR Nylon
 - Tread depth: 21 mm.
 - Rim width: 7 Inches
 - Rubber compound: Heat and cut resistant
 - Section Width- 260 MM
 - Overall diameter (mm)- 1030 MM
 - Weight of tyre (Kg.) - 60 kg +/- 2.5 kg
 - Load bearing capacity - 3900 Kg min (inflated at 100 PSI and speed 13KMPH).
- Remark: Unloaded inflation dimensions may vary +/- 2%.



- C. Documets to be submitted with the consignments :** Technical Leaflets / brochurs indicating complete technical details of the supplied tyres, tubes and flaps.


(Sanjay Pawar)
Sr. Manager(MM)


(K.S.Diwakar)
Chief Manager (MM)