



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 : 11100132219159

DT : 11 .11.2019

SUPPLY ORDER

To

M/s. Jonson Rubber Industries Limited,
794 Joshi Path, D.B. Gupta Road,
Karol Bagh, New Delhi-110005,

BY REGISTERED POST

FAX : 011-45040652

VENDOR CODE : 106067

VENDOR TYPE : MSE

Email : sales@jonsonrubber.com

Dear Sir,

Sub : **Formal Order for Supply of PVC Conveyor Beltings.**

Ref : 1.Our Tender No. wcl-hq-pur-ra-sp-e021-2019-20 opened on 31.05.2019, under Tender Id = no. 2019_WCL_137815_1

2. Your Online offer on portal dated 28.05.2019 under Bid id :408699 ✓

3. Your letter no. JRIL/WCL/2019-20/0640RC dt.17.09.2019 &JRIL/WCL/2019-20/0665RC dt.26.09.2019

This has reference to above. We are pleased to Place FORMAL ORDER on you for supply of PVC Conveyor Belting, Type3, size 800mm, as per order terms and conditions stipulated below and General terms and Conditions enclosed.

NIT Sl.No.	Item Detail	Quantity in Mtrs.	Basic Price in Rs	Extended Value in Rs.
2	PVC CONVEYOR BELTING 800 mm, ANTISTATIC, FIRE RESISTANT FOR UNDERGROUND COAL MINE APPLICATION, in accordance with IS:3181-latest including amendment 2005, as per detailed technical specifications enclosed in Annexure-A :	25346	999.00	2,53,20654.00
	GST @18%			45,57,717.72
	Sub Total			2,98,78,371.70
	CMPDI Pre Despatch Inspection charge @ 1% on F.O.R. Destination price at present.			2,98,783.72
	Total with GST			3,01,77,155.40

(Rupees Three Crore One Lakh Seventy Seven Thousands One Hundred Fifty five and Paise Fourty only)

WCL reserves the right to increase the ordered quantity upto the tendered quantity (i.e. 29896 meter).

OTHER TERMS & CONDITIONS

- 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.
- GST :-** GST shall be paid extra on the basic price, as applicable on the date of supply. The present rate of GST is @ 18%. 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

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Supply Order No. 11100132219159 dated :11.11.2019 placed on M/s Jonson Rubber Industries Limited 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 :**25% of the total quantity shall be supplied within 30 days of supply order in the first lot as per NIT . Thereafter, after clearance from MM deptt. based on the satisfactory performance observation for a period of maximum six months and certificate to this effect given by GM(E&M)HOD, delivery of balance 75% qty shall be made @ 10% per month. The delivery period will be reckoned from the 7th day of order date. In order to ascertain the satisfactory performance of the supplied belts, following technical aspects shall be observed :

- The PVC layer of the belting does not get peeled off/worn out.
- The place behind the joints is in good condition (holes of the belt fastening hooks are not elongated).
- The belting does not get torn on its own at normal tension.
- The elongation of belting is within the permissible limits (as per test certificate).
- There is no deformity in the edges.

4. **Payment Terms :**For 1st lot of 25% qty, payment shall be made within 21 days of receipt and acceptance of the materials against submission of a Bank Guarantee for 100% value (valid for 9 months from the date of receipt of the materials at consignees end) of the first lot supply of 25% of order qty After clearance for supply of balance qty,for balance 75% qty payment shall be made within 21 days of receipt and acceptance of the materials or from the date of submission of the bill whichever is later. The said BG is in addition to standard 10% Performance Bank Guarantee as per clause 8(b) below.

5. **Paying Authority:** General Manger, (F)I/c WCL, HQ. Nagpur (MS)-440001.

EFT Details for payment.

Branch Name & Location	Punjab & Sind Bank, IBD-6, Scindia House, Connaught Circus, Connaught Place, New Delhi - 110001
Account No.	04841600301049
Type of Account	Cash Credit
IFSC Code of the Branch	PSIB0000484

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 : 27AAACW1578L1ZW

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. a). **Security Deposit :** In addition to PBG indicated in payment terms . You shall furnish Security deposit amount for rupees **Rs.30,17,716/-**(Rupees: Thirty Lakh Seventeen Thousand Seven Hundred Sixteen 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.**

b). **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.30,17,716/-**(Rupees: Thirty Lakh Seventeen Thousand Seven Hundred Sixteen 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.**

9 a). **Pre-dispatch Inspection &Test :**The materials shall be inspected by CMPDIL at manufacturer's works before dispatch of the same to ascertain the conformity of the PVC conveyor Beltings to supply order specifications, relevant ISS, latest (including amendment), statutory regulations (DGMS) and type test certificates. The inspection fee @ 1% on FOR destination price plus all applicable GST shall

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Supply Order No. 11100132219159 dated :11.11.2019 placed on M/s Jonson Rubber Industries Limited be paid by you along with inspection call to inspecting authority GM(E&M) I/C Central Mining, Planning & Design Institute Ltd, Gondwana palace, Kanke Road, Ranchi-834008, FAX-0651-231851/231447 ph no. 0651-230876/422245 which will be subsequently reimbursed by the paying authority on production of documentary evidence. Minimum 10 days advance notice shall be given to inspecting agency/ CMPDIL.

GST on pre-dispatch inspection charges will not be reimbursement by WCL since you are eligible for ITC on GST. The mode of payment of the Pre dispatch inspection fee shall be made as under:

1. State Bank of India has made an arrangement for payment of Pre Dispatch Inspection Fee through "State Bank collect" and a hyperlink has already been created on CMPDI website i.e. www.cmpdi.co.in for payment of the same.

2. e-money receipt generated online by State Bank collect to be treated as the official money receipt issued by CMPDI to the respective firm.

b) 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.

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 Jonson Rubber Industries Ltd.** make and have been actually manufactured in our works situated at 54 K.M. Stone, Village-Dhaturi, Murthal-131039, Distt. Sonapat, State-Haryana.

11. GUARANTEE/WARRANTY : The material should be guaranteed for satisfactory operation and performance for a period of 12 months from the date of installation /commissioning or 18 months from date of receipt and acceptance of PVC belting , whichever is earlier. In the event of any defect in material ,design ,workmanship ,operation and performance during the aforesaid period , defective PVC belting shall be replaced and the equipment rectified and brought back to satisfactory performance free of cost within reasonable time.

12. 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 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.

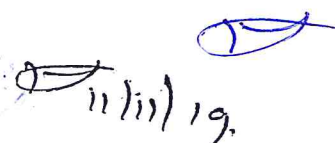
3. When in the judgment of the purchaser the supplier is unable to execute the order due to various reasons.

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.







Supply Order No. 11100132219159 dated :11.11.2019 placed on M/s Jonson Rubber Industries Limited

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.

- (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) Performance bank guarantee indicated in payment terms / PBG clause.
- (vi) Manufacturer's test certificate.
- (vii) CMPDIL Inspection note in original
- (viii) Price certificate as per Price fall clause
- (ix) Notary attested Copy of valid DGMS approval till the date of the supply OR all the test reports as per DGMS circular no. DGMS/Mech/Tech.Cir.(Approval) No.03, Dhanbad Dt13.02.2015, from Govt. / NABL accredited Laboratory.
- (x) Any other document indicated elsewhere in the order.

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.

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.

(Signature)
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(Signature)
11/11/19

(Signature)
11/11/19

Supply Order No. 11100132219159 dated :11.11.2019 placed on M/s Jonson Rubber Industries Limited

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.

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

Yours faithfully,


(Sachin Khodke)
Asst.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/AFM/SO(MM)/DEPOT OFFICER, All Areas of WCL.
2. GM(E&M)HOD, WCL(HQ).- He is requested to arrange to provide additional budget for Rs. 5416964.35 to enable us to confirm the ordered quantity as per approved quantity.
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. 3,01,77,155.40

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


(Sachin Khodke)
Asst.Manager(MM)


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

Supply Order No. 11100132219159 dated :11.11.2019 placed on M/s Jonson Rubber Industries Limited

AREA-WISE BUDGET CERTIFICATION (for internal circulation only) ANNEXURE " D"

SR. NO.	AREA	BC REFERENCE	BUDGET CERTIFIED in Rs.
1	KANHAN	FC/05/19-20/6 dt. 06.07.2018	82,68,592.03
2.	PENCH	WCL/PENCH/AREA/R/1/7/2/19-20 DT. 10.07.2018	93,38,789.00
3.	NAGPUR	BC/REV/E&M/A&B/ CLASS/HQ/19-20/18 DATED 17.07.2018	1,77,14,700.00
4.	UMRER	WCL/GM(U)/HQ/OTHER STORES/AB CLASS/2019-20/01/01 DT.28.07.2018	27,95,208.00
5.	Patherkheda	WCL/PKD/BC/MISC/18-19/210/0002 dated 12.07.2018	2,83,83,000.00
6.	WANI NORHTH	REV/WNA/HQ-A&B/18-19/E&M/01 DT. 20.07.2018	40,00,000.00
7.	BALLARPUR	Certified by AFM,BA dated 29.07.2018	29,83,752.00
8.	CHANDRAPUR	RB/CHA/AREA/MB/A&B-E&M/STORES/2019-2074/3160/00027 DT. 15.06.2018	14,44,840.00
		TOTAL	7,49,28,881.03

Out of the above budget Rs. 4,47,51,422.59 has been utilized for order placement of 1000mm PVC belt.


(Sachin Khodke)
Asst. Manager(MM)


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