



(Under jurisdiction of Nagpur court only)

WESTERN COALFIELDS LIMITED

(A subsidiary of Coal India Limited & A Government of India Enterprise)

CIN No. U10100MH1975GOI018626

Office of the General Manager(MM)
Materials Management Department,
Coal Estate, Civil Lines
Nagpur 440 001

Ph. PBX : 0712 - 2511381,
2511227 EXT 5529 or 5824
Fax : 0712 - 2510284
Website : westerncoal.gov.in

Formal Supply Order No: 21000113818072**Dtd:- 24.08.2018**

To,
M/s Jaika Motors Pvt Ltd
Jaika Building,
Commercial Road, Civil Lines,
Nagpur-440001

By Registered Post
Vendor Type:- **Private**
Vendor Code:- 516485
Ph. No. -09881060116
Fax No- 0712-2523154
Email:- cs@audinagpur.in

Dear Sir,

Sub:- Supply of 40 Tonne Load Capacity Trailers**Ref:-** 1. Our e-tender no. WCL/hq-pur-asn-e109-2017-18 opened on 25.01.2018 (Tender Id No: 2017_WCL_88928_1)

2. Your online offer no. NIL dtd. 23.01.2018 (Bid Id No. 260749) & Subsequent correspondences on portal.

3. Your letter no. NIL dtd. 16.04.2018

4. Your Price justification letter no. NIL dtd. 10.07.2018.

5. Your e-mail letter dtd. 26.07.2018.

With reference to the above, we are pleased to place formal order on you for supply of 40 Tonne Load Capacity Trailers as per the specification, rates, terms and conditions as stipulated below :-

Sl. No.	Description	Quantity (No.)	Basic rate (Rs/No.)	Extended Value (Rs.)
1	Semi Low flat Bed Trailer Unit complete, with Primover of 40 MT capacity. Gross Vehicle Weight (GVW) of 49 Ton as per CMVR. The Equipment shall be fully equipped & complete in all respect and suitable for operation on all types of Roads i.e. Public Roads & off-Highways application, under all whether conditions. Make & Model of Chassis:- TATA SIGNA 4923.S Item Code:- 70604010008	2	38,99,417.00	77,98,834.00
Add Freight @Rs. 20,000/- per unit				40,000.00
Add: GST @ 28%				21,94,873.52
Add:- Pre-despatch inspection charges @1%				1,00,337.00
Total Landed before Input Tax Credit				1,01,34,044.52
Scope of supply, detailed Technical Specifications and other technical terms and conditions/requirement as per Annexure-A Enclosed				

Total Value (in words):- Rupees One Crore One Lakh Thirty Four Thousand Forty Four & Paise Fifty Two Only

SALIENT TERMS AND CONDITIONS:

1. Prices : Prices shall be Firm & on F.O.R. Destination basis inclusive of Packing & Forwarding charges however freight charges @ Rs.20,000/- per unit shall be paid extra at actuals against documentary evidence.

Safe arrival of consignment at destination stores shall be your responsibility.

2. GST:- Shall be payable extra as applicable as per prevailing rules against invoice raised as per GST laws. The present applicable rate of GST is @ 28%. Input tax credit on GST shall be availed by WCL as per GST rule. You shall comply GST rule & upload the tax invoices/debit note/Credit note in GST portal, make payment of GST & file necessary returns under GST in time, to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility criteria under GST. In case of any failure on your account, the penalty including interest (if any) borne by WCL shall be recovered from you.

3. Payment Terms :- 80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made after receipt and acceptance of material at site by the consignee within 21 days.

Balance 20% payment shall be made after obtaining documents necessary for safety and other clearances/ approvals from Govt. and other regulatory bodies as applicable & after obtaining necessary documents for registration, Road tax and Goods Carriage Certificate for RTO from supplier.

Details of Bank account for EFT as provided by you in your offer are indicated below:

Bank Details:-

Name of the Bank and Branch	UCO Bank, Sitabuldi Branch, Nagpur-440012
Address of the Branch of the Bank	Sitabuldi Branch, Nagpur-440012
Account Number	2960500003104
Nature of Account	Current Account
IFS Code of the Branch	UCBA0000296

4. Delivery :-The complete Equipment shall be supplied/delivered to the consignee within 6 (Six) months from placement of the supply order. Earlier supplies shall be acceptable. The delivery schedule shall be reckoned from 7th day of the order date.

5. Consignee: Depot Officer, Central Stores, Tadali, WCL, At Urjagram, PO: Tadali, Dist: Chandrapur (MS)- 442406

6. Guarantee/Warranty: The Equipment shall be guaranteed for satisfactory operation and performance for a minimum period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of equipment, whichever is earlier. In the event of any defect in material, design, workmanship, operation and performance during the aforesaid period, defective materials, spares, sub-assembly, components shall be replaced and the equipment rectified and brought back to satisfactory performance free of cost within a reasonable time.

All spares & consumables including filters requiring replacement for normal maintenance during working of initial 10,000 Kms are to be supplied free of cost. As confirmed by you, there is no such requirement of spare parts & consumables including all filters for normal maintenance during working of initial 10000 Kms & further the required spares (if any) shall be supplied/replaced by the firm, free of cost.

7. Security Deposit:-You will have to furnish the security deposit amount to this office in the form of Demand Draft or Bank Guarantee of any scheduled / Nationalized bank for 10% (ten percent) value

of the awarded contract (landed value) i.e. for Rs. 10,13,405 /- (Rupees Ten Lakhs Thirteen Thousand Four Hundred Five Only) 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 performance of the firm shall be kept recorded for future dealings with them.

Security deposit money will be refunded to the firm 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.

The security deposit may be converted into PBG as per NIT Provision after completion of supplies.

Format of Bank Guarantee for SD/PBG is enclosed as per Annexure-C

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 as per details given in Clause no. 11 i.e. PBG Clause

8. Inspection :-

a) Pre-despatch Inspection :- The materials shall be inspected by WCL's representative /third party inspection agency at manufacturer's works before dispatch. In case of any defect in the material supplied is noticed later, pre dispatch inspection shall not entitle the vendor to plead that inspection has been done by WCL's representative/ third party before dispatch and the same shall not absolve the vendor from the contractual obligation.

You have to inform to GM(Excvt)HOD , WCL Hqrs, Civil Lines, Nagpur-440001 for carrying out Pre-despatch Inspection before despatch of Trailers.

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.

9. Submission of Bills :

A) For claiming 80% Payment

Following documents are to be submitted by you along with original bills as per terms of the supply order to the consignee.

- i. Pre-receipted and stamped Invoice
- ii. Packing list in original list giving details of bill of materials, if applicable.
- iii. Consignment note / RR/ LR in original.
- iv. GST Compliant Invoices
- v. E-way bill as per GST rule
- vi. Warranty / Guarantee certificate, if applicable.
- vii. Manufacturer's test certificate, if applicable.
- viii. Any other documents indicated elsewhere in the order.

The consignee shall forward the bills to the paying authority duly accepted along with SRV well within time so that payment is released within stipulated period as per contract.

B) For claiming Balance 20% Payment

1. Pre- receipted and stamped invoice for balance 20%
2. Documents necessary for safety and other clearances/ approvals from Govt. and other regulatory bodies as applicable & after obtaining necessary documents for registration, Road tax and Goods Carriage Certificate from RTO.

10. Paying Authority:- General Manager (Fin)I/c, WCL Hqrs, Nagpur (MS) -440001

11. Performance Bank Guarantee (PBG):You will have to submit performance bank guarantee for satisfactory operation and performance to cover guarantee period valid for 18 months from the date of supply of equipment, equivalent to 10% of the order value (landed cost) to this office as per format

enclosed at Annexure-C and the same shall be released on receipt of satisfactory performance throughout the guarantee period.

The Bank Guarantee shall be released after successful completion of the Guarantee/Warranty period after obtaining confirmation from GM(ExcV)HOD. The PBG may be submitted immediately after dispatch of materials. No Payment shall be made without submission of confirmed PBG.

The bank guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch.(Maharashtra).

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 Account No:	005905018053
Customer ID of Beneficiary	556096497
Bank A/c No: / Cust ID of beneficiary	Customer ID: 556096497 Bank A/c no: 005905018053 ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph n: +91-9923202096
BG Advising Message- 760COV/767COV via SFMS	
Field Number	Particulars
7035	ICIC0000059
7037	WCL556096497

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

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

12. Liquidated Damages:- In the event of failure to deliver or dispatch the stores within the stipulated date / period in accordance with the samples and/or specification mentioned in the supply order, and in event of breach of any terms and conditions mentioned in the supply order, Coal India Limited shall have the right,

- a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (half percent) of the price of any stores which the successful bidder has not been able to supply 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

- b) To purchase elsewhere, after due notice to the successful bidder 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 the consignment not yet due for supply, or
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also-
- d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.
- e) To forfeit the security deposit full or in part.
- f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, WCL shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum from any other contract should this sum be not sufficient to cover the full amount recoverable. The successful bidder shall pay WCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

13. Force Majeure Clause:- If the execution of contract / supply order is delayed beyond the stipulated period 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 in the circumstances of the case and its decision shall be final. If and when additional time is granted by the Western Coalfields Limited, the contract/ supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

You will advise, in the event of 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 cessation of such Force Majeure Conditions. For delays arising out of Force Majeure, supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither WCL nor the supplier shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

14. Price CERTIFICATE:- You shall certify on the body of bills/invoices that

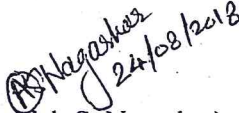
"Certified that we have not offered the same products at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU. In case we offer the lower prices for same items under similar terms within the validity of this order to ministry/department 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 offer."


15. Manufacturing certificate : As the order is being placed on the basis of consideration that you are authorised dealer of manufacturer of the ordered stores, you will have to provide a certificate to the following effect on the body of each bill :-

"Certified that the items supplied included in this bill/invoice are of own make have been actually manufactured in our Principal's works situated at. (address of the factory)."

Unless otherwise specified above, this Supply order shall also be governed by our General Terms and Conditions-Annex "B" enclosed herewith.

Please acknowledge receipt of this Supply order within 15 days and return duplicate copy of this order duly signed with seal of your company as a token of acceptance, otherwise it will be presumed that you have accepted the Supply order as per terms and conditions, for execution.


(Ashish S. Nagarkar)
Dy. Manager (MM)

Your faithfully,

(KSR Divakar)
Chief Manager (MM)

Encl.:

- I. Detailed technical specification:- Annex- "A"
- II. General Terms and conditions-Annex "B"
- III. Format of Bank Guarantee for SD/PBG- Annex "C"
- IV. Catalogue with Drawing- Annex "D"

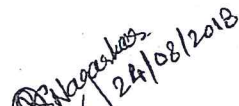
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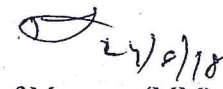
1. GM(Excv)/SO(MM)/AFM/SO(Excv)- Central Workshop, Tadali
1. Depot Officer, Central Stores, Tadali
2. GM(Excv)HOD; GM(P&P)HOD, WCL (HQ) Nagpur
3. GM(Fin)I/c -I/ GM(Fin)I/c -II, WCL (HQ) Nagpur
4. Sr. Manager(MM)Admin, WCL (HQ), Nagpur
5. GM(MM)HOD, NCL/SECL/MCL/NECL/BCCL/CCL/ECL

Indent & Budget Details:-

SI No.	Item Description	AREA	Indent Ref	Quantity (Nos)	Against PR/SOR
1	Semi Low flat Bed Trailer Unit complete, with Primover of 40 MT capacity. Gross Vehicle Weight (GVW) of 49 Ton as per CMVR..	Central Workshop, Tadali	CWS Stores/14-15/603 dtd. 03.06.2014	1	Against Surveyed Off Trailer No. MHG-2411
			CWS Stores/12-13/653 dtd. 13.11.2012	1	Against Surveyed Off Trailer No. MH -34 A2162

Budget Ref:- FA/WCL/CAP/BC/HEMM/P&M/196 dtd. 17.08.2018 for Rs. 1,01,34,045 /-


Dy. Manager (MM)


Chief Manager (MM)

Detailed Technical Specifications**Annexure A (Total 2 Pages:- Page 7 to Page 8)**

Semi Low flat Bed Trailer Unit complete, with Primover of 40 MT capacity. Gross Vehicle Weight (GVW) of 49 Ton as per CMVR. The Equipment shall be fully equipped & complete in all respect and suitable for operation on all types of Roads i.e. Public Roads & off-Highways application, under all whether conditions.	2 Nos.
Make & Model of the Chassis offered :- TATA SIGNA -4923.S	
Semi Low, flat Bed Trailer Unit complete, with Gross Vehicle Weight (GVW) of 49 Ton as per CMVR. Primover shall be rated for minimum 39 MT Load capacity. Trailer shall be capable for shifting and Transportation of Heavy Earth Moving Machineries, Consignments/ Jobs of Draglines & other Heavy Equipments and Steel etc. to different Areas/ Mining Projects of WCL. Complete Equipment (Primover & Trailer) should be approved by ARAI, CMVR, state/ Regional Transport Authorities and Ministry of surface transport etc (as applicable as per the latest guidelines & Ammendments), safe load on Front & Rear Axles as per CMVR and all necessary safety features should be provided as per applicable norms.	
PRIMOVER SECTION	<p>Engine: 6 Cylinder, Water cooled(with Inter cooler), Turbo charged Direct injection Diesel Engine having Power rating of 225 HP(minimum), of Cummins make. Engine should confirm to the Emmission Norms BS-IV guidelines</p> <p>Driver /Operator Cabin:-a) Well insulated sound suppressed Air Conditioned Cabin, fitted with Safety glasses, Wipers & water spray provision, TWO cooling Fans, Doors with Heavyduty locking system shall be provided. All essential Safety Features, as per govt Norms, shall be provided.</p> <p>b) The operator's seat shall be fully adjustable for operator's comfort. The cabin shall be fully suspended type for better riding comfort. All operating controls, gauges and indicators shall be conveniently located within the easy reach of the operator. Seats for driver and one helper and additional seats (behind driver's seat) with two tier sleeper births for sleeping arrangement of 2 persons/ seat to accomodate 4 sitting persons shall be provided. You shall provide all standard accessories for operation and safety, including Retractable seat belt, Rear view-mirrors (on both sides) shall be provided.</p> <p>Steering:- Suitable reliable Steering system to be provided</p> <p>Brakes:-Suitable Pneumatic Service & Parking Brakes shall be provided.</p> <p>Axle:-Three Axles (One front Axle with Two Tyres and Tendem Axles with 8 Tyres) Heavy duty type, suitable for operation on all public roads as-well-as for off-highways in mining areas.</p> <p>Gear Box:-Adequete no. of forward and reverse gears.</p> <p>Suspension:- Heavy duty, laminated, spring type</p> <p>King Pin:- Suitable Kingpin arrangement for attachment of 40 Ton Trailor.</p> <p>Lighting:- Sufficient number of Head lights, Tail lights, Cabin light and Side indicators.</p> <p>Tyres:- Suitable standard size tyres of reputed & proven make.</p>
TRAILER SECTION	<p>Semi Low Bed Trailer, with flat bed over entire rear portion. The tyres should be covered under the plateform bed of trailer. Facility for loading ramp at rear end of the trailer shall be provided. You shall provide suitable service and parking Brakes with control from driver's cabin shall be fitted. Side indicators, parking lights, brake lights and reflectors at suitable places should be fitted. All these lights should have mesh shield. Trailer should be suitable for operation on Public Roads, as-well-as in coal mining areas under all whether conditions</p> <p>Axles :- TRIDEM heavy duty type Axles (Three Axles- fitted with 12 Tyres), suitable for operation on public roads as-well-as in mining field areas.</p> <p>Dimensions :- a) Length:- Length of flat Platform should be minimum 7.0 Mtrs.</p> <p>b) Standard width:- Standard width of loading platform should be 2.5 meters (min)</p> <p>c) Extension:- Additional provision for extension of 30 Centimeters on each sides with sufficient support should be provided.</p> <p>d) Platform Bed Height (from ground level) :- Suitable Bed Height of Platform, for shifting / Transportation of HEMM consignments, Steel and other Heavy Equipments.</p> <p>Kingpin :- Suitable Kingpin for easy and fast coupling & de-coupling with the primover.</p> <p>Landing legs :- Suitable numbers of telescopic type landing legs shall be provided.</p>

	Tyres:- Suitable standard size tyres of reputed & proven make.	
	Loading Ramp :- Suitable Loading Ramp at the rear shall be provided	
	Audio-Visual Reverse Alarm:- Suitable Audio-Visual Reverse Alarm shall be fitted on the Equipment, which shall automatically operate while reversing.	
	Fire Extinguishers :- Minimum 2 Nos. of Fire Extinguishers of capacity 5 Kg each, (Dry Powder Type) shall be suitably mounted on the equipment (One in the operators Cab & One on the Trailer.	
DETAILS FURNISHED :		
DIMENSION (in MM)	Over all LENGTH of Trailer	12505mm (+ - 25mm)
	LENGTH of the Loading Platform of Trailer	7200 mm (+-10mm)
	Over all WIDTH of Trailer	2590mm (+- 10mm)
	WIDTH of Loading Platform of Trailer (Standard)	2590mm (+- 10mm)
	WIDTH of Platform of Trailer (with Extensions)	3200mm (+-10mm)
WEIGHT (in Kgs)	Total Gross Vehicle Weight (GVW)	49 Tonne
	Unladen Weight (Primover Section)	8.58 Tonne
	Unladen Weight/ Tare Weight (Trailer Section)	10 Tonne Approx.
	Permissible Pay Load on the Trailer (as per design)	30.52 Tonne Approx.
ENGINE PARAMETERS	Engine Make	Cummins
	Model	ISBE5.9.230 40
	Power Rating (HP) with RPM	230 HP @2500 RPM
	Emmission NORMS compliance of the Engine	BS-IV
Guarantee Warranty	Guarantee Warranty:-The Equipment shall be guaranteed for satisfactory operation and performance for a minimum period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of equipment, whichever is earlier. In the event of any defect in material, design, workmanship, operation and performance during the aforesaid period, defective materials, spares, sub-assembly, components shall be replaced and the equipment rectified and brought back to satisfactory performance free of cost within a reasonable time.	
Set of Manuals:- Three set of Operation and maintenance manual alongwith dimensional drawing for each equipment. Out of 3 sets, one set shall be supplied directly to General Manager (Excy)HOD WCL (HQ) Nagpur.		
RTO Registration:-Necessary documents for registration of the equipment with the Regional Transport Authority, for use of the equipment on public roads, shall be provided and you shall assist in getting the equipment registered with the RTO however RTO Regn charges shall be borne by WCL.		
Design Approval:- You should take necessary approvals for the design of Trailer, from concerned Transport authority, Special approvals (if any) should be taken by you from State authorities/ Ministry of Surface Transport.		
Inspection Clause	a) Pre- Dispatch Inspection :- The materials shall be inspected by WCL's representative /third party inspection agency at manufacturer's works before dispatch. In case of any defect in the material supplied is noticed later, pre dispatch inspection shall not entitle the vendor to plead that inspection has been done by WCL's representative/ third party before dispatch and the same shall not absolve the vendor from the contractual obligation.	
	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.	
Spares & consumables for Initial 10000 Kms:-All spares & consumables including filters requiring replacement for normal maintenance during working of initial 10,000 Kms are to be supplied free of cost. As confirmed by you, there is no such requirement of spare parts & consumables including all filters for normal maintenance during working of initial 10000 Kms & further the required spares (if any) shall be supplied/replaced by the firm, free of cost.		

Manoj Kumar
24/08/2018
Dy. Manager (MM)

[Signature]
Chief Manager (MM)