

कोल इण्डिया लिमिटेड
महाराष्ट्र कंपनी
(भारत सरकार का एक उपक्रम)
सामग्री प्रबंधन विभाग
एक्शन एरिया -1A, न्यूटाउन, कोलकता- 700 156
ई-मेल: gmmm.cil@coalindia.in
वेबसाइट: www.coalindia.in



Coal India Limited
A Maharatna Company
(A Govt. of India Enterprise)
Materials Management Division,
Action Area-1A, New Town, Kolkata - 700 156
E-MAIL: gmmm.cil@coalindia.in
WEBSITE: www.coalindia.in
Phone No. 033-2324 4127
Fax No. 033-2324 4115

Supply order no. : CIL/C2D/OTR Tyre/Trial/21-22/223

तिथि / Date: 29.12.2021

To,
M/s Balkrishna Industries Limited,
BKT House, C/15, Trade World,
Kamala Mills Compound,
Senapati Bapat Marg, Lower Parel,
Mumbai, MAHARASHTRA-400013

email : shailesh.angre@bkt-tires.com

Sub: Supply order for 21 nos 40 R57 Radial OTR Tyres for 240Te Rear Dumper on Trial Basis.

Ref : 1. Your Letter no. BKT/Sales/2021/120702 dated 07.12.21
2. Our GEM Contract no. GEMC-511687736251459 dated 06.08.21

Dear Sir,

With reference to above, we are pleased to place our Supply Order for supply of 21 Nos 40R57 Radial Tyres on trial basis as per following price, terms and conditions:

Item Description	Unit of Measurement	Quantity	Price (Rs) (Inclusive GST) / Unit	Value (Rs) (Inclusive GST)
40R 57 Radial OTR Tyre "BKT EARTHMAX"	No	21	22,09,202	4,63,93,242/-

Total value : Rs. 4,63,93,242/- (Rupees Four Crores Sixty Three Lakhs Ninty Three Thousand Two Hundred and Forty Two only)

Terms & conditions:-

1. General Terms and Conditions-

1.1 This Contract/Supply order between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

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- 1.3 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.
- 1.4 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.
- 1.5 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC. Delivery shall be made as under:
- 1st lot of 09 tyres within 2 months from placement of Order, and 6 Nos per month thereafter. However, effort shall be made for earliest delivery.
- 1.6 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.
- 1.7 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.
- 1.8 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).
- 1.9 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.
- 1.10 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.
- 1.11 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

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