



(Under jurisdiction of Nagpur court only)

WESTERN COALFIELDS LIMITED

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

M/F

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

Ph. PBX : 0712 - 2511381,
2511227 EXT 5502
Fax : 0712 - 2510284
Website : westerncoal.gov.in

Rate Contract No: 11100131919999

Dtd :03.05.2019

By Regd. Post With A.D.

MSE Registered firm

To,
M/s Naman Rubber Industries
Plot No 106-D, Sector-B Sirigitti
Industrial Area Bilaspur -495001 (CG)

Vendor code:-133036
email:-naman_rubber@rediffmail.com
Mob: 9981399065

Dear Sir,

Sub:- Rate Contract for Supply of **BIS Marked PVC Gum Boots** for the period of two years

- Ref:-
1. Our e-tender no **wcl-hq-pur-cr-e084-2018-19** opened on 16.01.2019
 2. Tender id : 2018_WCL_123907_1
 3. Your offer on portal under Bid id : 365929 and subsequent shortfall / confirmatory documents submitted by you on 05.03.2019 on Portal.

With reference to the above, we are pleased to enter into a **RATE CONTRACT** with you for supply of **BIS Marked PVC Gum Boots** as per the specification, Price, terms and conditions stipulated hereunder and General Terms & conditions enclosed :

SI No.	NIT SI.No.	Item Description	Unit	Basic Rate (Rs.)
1	1	BIS marked PVC GUM BOOTS with steel toe cap of different sizes conforming to IS:12254 of 1993 (with latest amendment if any) or IS:15298(Part-2):2011(with latest amendments if any) complying to latest DGMS circular(Approval) N0.13 dated 04.06.2015 Technical specifications sre as per Annexure A Make: Naman & Rubber Industries	Pair	298.70 (RS Two Hundred Ninety Eight and Paise Seventy Only)

TERMS AND CONDITIONS:

1. **RATE CONTRACT** :- This is a Rate Contract wherein the quantity to be procured during the currency of this Rate Contract is not fixed & will be on, as & when required basis.
2. **VALIDITY PERIOD** ; This Rate Contract shall be valid for a period of TWO YEARS from the date of issue of this rate contact i.e. from 03.05.2019 to 03.05.2021 (Both days inclusive).
4. **OFFTAKE** : The estimated off-take value of the Rate Contract is Rs.9276332.00 (Rupees Ninety Two Lakh Seventy Six Thousand Three Hundred Thirty Two Only)
5. **PRICES** : The above mentioned prices are firm and shall remain firm during entire duration of the contract on F.O.R destination basis, inclusive of Packing, Forwarding, Freight and Insurance charges. The safe arrival of the consignment upto consignee depot shall be your responsibility.
6. **GST** : Shall be payable extra as applicable within the stipulated delivery period of the supply order against RC . The present applicable rate of GST is @ 05 %. Input Tax Credit on GST shall be availed by WCL as per GST rules. You shall submit GST compliant invoice enabling WCL to avail Input Tax Credit (ITC) under GST. You will 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.,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

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GST. In case WCL is unable to avail ITC or any liability arises to WCL due to failure on the part of you to comply the above provisions , the entire amount including Interest (If any) borne by WCL shall be recovered from you.

7. DELIVERY :- 50% within 90 days from the date of order and balance 50% within 150 days from the date of order but after 90 days (i.e after delivery of first lot)..

8. 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 against submission of confirmed Performance Bank Guarantee(PBG).

The payment shall be made through EFT in following Bank account provided by you in your offer

Name of the Bank and Branch	STATE BANK OF INDIA, Bilaspur
Address of the Branch of the Bank	State bank of India Juna Bilaspur
Account Number	10826085675
Nature of Account	Cash Credit
IFS Code of the Branch	SBIN0000336

9. DIRECT DEMANDING OFFICERS :- General Manager (MM)/HOD, Western Coalfields Limited,HQ, or their authorized representative against this Rate Contract.

10 .Paying Authority: General Manager (Fin), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur (MS) -440001

11. CONSIGNEE:- Depot Officer, Central Store, Western Coalfields Ltd., At Urjagram, P.O. Tadali , Distt. Chandrapur -442406 .Phone no: 07172- 237295 . GSTIN : 27AAACW1578L1ZW

12. SECURITY DEPOSIT : shall be submitted by you to this office for 10% of estimated off-take value amounting to Rs. 927633.00 (Rupees Nine Lakh Twenty Seven Thousand Six Hundred Thirty Three) only,in the form of Demand Draft or Bank Guarantee of any scheduled bank, within 15 days time from the date of receipt of this Rate Contract.

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 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
IFSC code	ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur ICIC0000059

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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.

13. INSPECTION AND TESTS :

- 13.1 The purchaser or its authorised representative shall have the right to inspect and/ or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any notify the supplier in writing of the identity of any representative retained for these purpose.
- 13.2 The inspections and tests may be conducted on the premises of the supplier or its subcontractors), at point of delivery and/ or at the goods final destination when conducted on the premises of the supplier or its subcontractors(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.
- 13.3 Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the supplier.
- 13.4 The purchaser's right to inspect, test and where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the purchaser or its representatives prior to the Goods shipment from the country of origin.
- 13.5 Material may be subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by WCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.
- 13.6 Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
- 13.7 The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.
- 13.8 **Special Terms and Condition :**
- a) WCL will have the right to take random samples from each consignment received at consignee's place of supply and the same may be tested at any Govt. Test house / Govt. approved test house in addition to Third Party Pre-despatch inspection by CMPDIL.
- b) WCL may arrange to visit of a committee to your factory to observe the manufacturing procedure, testing facilities, quality control etc. before placement of order.
- 13.9 **Pre-despatch Inspection:** Pre-despatch stage inspection of each consignment shall be carried out by Third party, M/s CMPDIL, as per the terms and conditions Indicated hereunder:

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The pre-dispatch Inspection will be carried out by M/s. CMPDIL, at the works of the manufacturer before dispatch of the items.. The inspection fee @ 1% on FOR destination price plus GST as applicable shall be paid by the supplier along with inspection call to inspecting authority GM(E&M) I/C, Central Mine Planning & Design Institute Ltd,(CMPDIL); Gondwana palace, Kanke Road, Ranchi-834008, FAX-0651-231851/231447 ph no. 0651-230876/422245. GST on Pre dispatch inspection charges shall not be claimed by firm vis-à-vis will not be reimbursed by WCL. Minimum 10 days advance notice shall be given to inspecting agency/CMPDIL.

Stage Pre-dispatch Inspection shall be carried out by M/s CMPDIL as per their methodology. The third Party inspection shall Include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits In brief, the scope and condition of Inspection by Third party will be as follows:

1. Checking and approval of test procedures/quality assurance plans.
2. Verification of records and documents of your works.
3. Verification of documents and test certificate of bought out items and cross checks.
4. You shall provide facilities for carrying out all necessary tests as required in the specification at your works; else these will be carried out at an Independent test house at your cost.
5. Final testing and checking of materials as per specifications.
6. Third party will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.
7. The inspection fee as applicable at the time of inspection (presently Inspection charge is @ 1 % on FOR Destination price [basic price + freight + insurance + P & F etc.]) shall be initially paid by you to the inspection agency, which shall be subsequently reimbursed by the paying authority to the you along with payment against documentary evidence i.e. e-money receipt generated online by SBI e-collect. The payment of pre-despatch inspection fee shall be made by you online through State Bank Collect through a hyperlink available on CMPDI website i.e. www.cmpdi.co.in. Minimum 10 days advance notice shall be given by you to the inspecting agency to carry out pre dispatch inspection. Necessary tools and tackles etc to carry out pre dispatch inspection shall be provided by you. In case of any defect in the material supplied is noticed later, pre dispatch inspection shall not entitle you to plead that inspection has been done by CMPDIL before dispatch and shall not absolve you from the contractual obligation.

Since you are eligible for ITC on GST charged by the inspecting authority for pre-despatch inspection charges, GST on pre-despatch inspection charges shall not be claimed by you vis-a vis will not be reimbursed by WCL.

8. Minimum 7 calendar days' notice shall be given by the manufacturer to third party, inspecting agency for arranging Inspection within valid delivery period as per contract.
9. The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with the manufacturer in spite of clearance/acceptance by third party, inspecting agency. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.
10. The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by WCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by third party Inspecting agency.


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13.10 Final inspection & Acceptance test: shall be arranged by the consignee after receipt of material at destination / stores.

14 Performance Bank Guarantee: The firm shall have to submit PBG for 10% of the value of the order in the event of order placement to cover the guarantee period of 9 months and shall remain valid for the period of 15 months from the date of dispatch of last consignment against the order.

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 A/c No: / Cust ID of beneficiary/Address of the Bank	Current Account No. : 0059018053 Cust.ID : 556096497 ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph : +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 / speed post

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

For ready reference and updation 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 provided by RBI.

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.

15. SUBMISSION OF BILLS : For claiming payment, following documents are to be submitted along with original bills as per terms of the supply order to the consignee.

- Pre-receipted and stamped Invoice (as per GST laws).
- Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017)
- Consignment note / RR/ LR in original, if applicable.
- E way Bill (As per GST rules)
 - Warranty / Guarantee certificate, if applicable.
 - Manufacturers test certificate, if applicable.
 - DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract./ technical specification
 - Any other document as specified in the Order. As per technical specification

16. LIQUIDATED DAMAGES:: In the event of failure to deliver the stores within the stipulated period mentioned in the Rate Contract and in the event of breach of any of the terms and conditions of the Rate Contract WCL has 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

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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 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 CIL's 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.

17.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.

- 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

18 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.

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19. LOWEST PRICE CERTIFICATE:- You shall certify on the body of each bills/invoices that "the prices charged are the lowest & are same as applicable to all Govt. Deptt/Public Sector Undertakings including CIL & its subsidiaries."

20. GUARANTEE / WARRANTY : The supply shall be covered by the maker's Standard guarantee as follows :

The supplier shall warrant that the stores supplied under the contract / supply order is-

- a) New, unused and of current design not likely to be discontinued or become obsolete till the life of the offered item,
- b) Is in accordance with the contract specifications.
- c) Shall have no defects arising out of design, materials or workmanship.
- d) Minimum 9 months working life of the Boots are to be ensured and the supplier will replace the defective boots, when damaged before expiry of 9 months working life.
- e) In the event of any defects in materials, design and workmanship during the aforesaid period found due to faulty design or poor workmanship, the defective shoes will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims.
- f) The guaranty / composite warranty shall be submitted along with bill. The responsibility to collect the defective rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier

21 Price Certificate The supplier has to submit price certificate as under:

"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 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 offer."

22. PRICE FALL CLAUSE:- You have to undertake that you have not supplied/is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by you to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to the BUYER, if the contract has already been concluded.

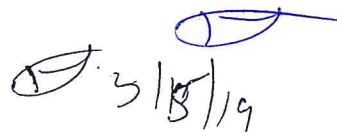
23. PARALLEL RATE CONTRACT : WCL reserve the right to conclude parallel rate contract with other firms. WCL reserves the right to withdraw the rate contract within its validity if the performance of the supplier is found to be unsatisfactory.

24. STOCK : You will keep sufficient stock of the stores to meet the demand of WCL as and when asked by them without any interruption. However, the quantity to be supplied during the tenure of the contract is not fixed and will be on as when required basis. It should be noted that the purchaser will not be responsible to takeover any quantity left over with you after termination of the contract.

25. JURISDICTION : Any dispute arising out of this contract shall come under sole jurisdiction of Nagpur Court, Nagpur, Maharashtra, India.

Unless otherwise specified above, this rate contract shall also be governed by our General Terms and Conditions-Annex "A" enclosed herewith.





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

Yours faithfully,


S S Bhal
Sr. Manager (MM)


 
K S R Diwakar
Chief Manager (MM) →

Encl.:

- i) General Terms and conditions-Annex "A"
- ii) BG format for SD-Annexure -C

Distribution copy :

- 1. Area Genral Managers, All Areas, WCL
- 2. GM(E&M)HOD/GM(S&C)HOD, WCL Hqrs, Nagpur
- 3. GM(Fin)/c-I & II, WCL Hqrs, Nagpur
- 4. SO(E&M)/SO(MM), All Areas, WCL :-
- 5. GM(MM)HOD, CIL/BCCL/CCL/ECL/SECL/MCL/NCL.
- 6. Sr. Manager (MM) / Depot Officer / Chief Manager (F) - Central Store, Tadeli.


S S Bhal
Sr. Manager (MM)

 
K S R Diwakar
Chief Manager (MM)

ANNEXURE- A

1 TECHNICAL SPECIFICATION OF GUM BOOT

1.1. BIS marked PVC GUM BOOTS with steel toe cap of different sizes conforming to IS:12254 of 1993 (with latest amendment if any) or IS:15298(Part-2):2011(with latest amendments if any) complying to latest DGMS circular(Approval) NO.13 dated 04.06.2015.

1.2. Material of Construction: Polyvinyl Chloride

1.3. Colour - Black

1.4. Shape & Design -- Knee type

1.5. Safety toe cap shall be designed to give protection against impact when tested at an energy level of 200 J and compression at a load of at least 15 KN.

1.6. The manufacturer shall have a valid BIS license as per IS 12254 of 1993 with latest amendment or IS 15298 (Part-2) : 2011 with latest amendment

1.7. In addition to the above, IS 15298 (Part 1): 2011 [Personal Protective Equipment- Part 1- Test Methods for Footwear] shall be referred, wherever applicable.

1.8. Testing : Samples of footwear shall be subjected to tests as per the standard or their revised versions specified in DGMS Circular (Approval) No. 13 dated 04.06.2015 at a laboratory/test house prescribed at para 6.8 of the Approval policy,2015 of DGMS or its revised version and pass the tests as per the standards mentioned and methods of testing wherever applicable shall be as per IS 15298 (Part 1):2011.

1.9. The manufacturer shall upload/submit copies of such test reports as mentioned in the aforesaid para of DGMS Circular (Approval) No. 13 dated 04.06.2015

1.10. Every lot of the supplied footwear should contain test reports from Govt. test House/Govt approved laboratory as per DGMS Circular (Approval) No. 13 dated 04.06.2015. Whenever there is any change in standard of testing, the foot wear has to be tested at any Govt. or Govt. approved laboratory/test house and same is supplied with every lot.

1.11. The footwear shall be marked with Size, Manufacturer's name/brand, Safety boot, designation(s) appropriate to the protection provided in the respective standards (wherever applicable), BIS standard, BIS license number and date of manufacture as per DGMS Circular (Approval) No. 13 dated 04.06.2015

1.12 The footwear shall bear marking of BIS license and relevant IS number

1.13 Every lot of the footwear supplied shall have following information in English and Hindi:

1. This Footwear is suitable use in the Mines.
2. This footwear is not a green footwear and not bio-degradable.
3. This footwear is recommended / Not recommended in Fire prone /in hot surface area(delete whichever is not applicable)
4. Name and Full address of the Manufacturer.
5. Details of Customer Service provider
6. Instruction for Storage and maintenance.
7. Drying procedure of wet boots and cleaning of boots for proper service.
8. Obsolescence deadline / period of obsolescence.

1.14 Each lot of Footwear is to be supplied with a copy of valid BIS License.

2 Documents to be submitted along with each lot of supplies

- a) Self attested copies of valid BIS License.
- b) Every lot of the supplied footwear should contain test reports from Govt. test House/Govt approved laboratory as per DGMS Circular (Approval) No. 13 dated 04.06.2015c).
- c) Pre-despatch Inspection Certificate.
- d) Any other document as required as per the Tender/ BIS specification.

NOTE :- Please note that vendors have to submit documents like supply orders etc. required as per NIT, pertaining to past orders of Western Coalfields Limited also, as onus of submitting all the documents required as per NIT lies with bidder only.

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ANNEXURE – “C”GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

1. Definition; In the interpretation of the Contract and the general and special conditions governing it unless the context otherwise requires:
- i. "Contract" means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.
 - ii. The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
 - iii. "CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.
 - iv. The Chairman – cum Managing Director means Chairman – cum Managing Director of Western Coalfields Limited, Nagpur
 - v. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
 - vi. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
 - vii. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.
 - viii. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
 - ix. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
 - x. The term PARTICULARS shall mean the following :
 - a. Specification
 - b. Drawing
 - c. Sealed pattern denoting a pattern sealed and signed by the inspector
 - d. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 - e. Trade pattern denoting a standard of the ISI or other standardizing authority of Western Coalfields Limited and / or a general standard of the Industry and obtainable in the open market.
 - f. Proprietary make denoting the product of an individual manufacturer
 - g. Any other details governing the construction, manufacturer and or supply as existing in the contract
 - xi. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
 - xii. The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
 - xiii. The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.
 - xiv. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
 - xv. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
 - xvi. UNIT & QUALITY means the unit and quantity specified in the schedule.
 - xvii. SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.
2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to:
- i. The consignee at his premises or
 - ii. Where so provided the interim consignee at his premises or
 - iii. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
 - iv. The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.
3. Words in the singular include the plural and vice-versa.
4. Words denoting the masculine gender shall be taken to include the female gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.
5. Terms and expressions not herein defined shall have the meanings assigned to them in the India Sale of Goods Act 1930 or the Indian Contract, 1872 or the General Clauses Act 1897 and as amended in respect of all the Acts as the case may be.
- 6 (a) Parties:-
The Parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.