



“Under Jurisdiction of Nagpur Court only”

M/F

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|---|---|---|
|  | <p>Western Coalfields Ltd. (A Mini Ratna company) (A Govt. of India Undertaking) (Website :westerncoal.nic.in) e-mail : gmmm.wcl@coalindia.in</p> |  <p>OFFICE OF THE GENERAL MANAGER (MM) FAX : 0712- 2510284</p> |
| <p>Regd. Off. : Coal Estate, Civil Lines, Nagpur – 440 001.</p> | | |

SUPPLY ORDER NO 11100531920088

DATE:30.06.2020

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

MSE Registered firm
Vendor code:-133036
e mail: naman_rubber@rediffmail.com
Mob: 9981399065

Dear Sir,
Sub: Supply of BIS Marked PVC Gum Boots
Ref: Our Rate Contract No. 11100131919999 dated 03.05.2019

With reference to the above, we are pleased to place formal Supply Order on you for supply of BIS Marked PVC Gum Boots as per the Price, quantity, specification, terms and conditions detailed below, against the Rate Contract referred above.

SCOPE OF SUPPLY & PRICES : (Technical Specification as per Annexure A)

| SI no | DESCRIPTION | QUANTITY | UNIT RATE (Rs) | EXTENDED VALUE (Rs) |
|-------|---|------------|----------------|---------------------|
| 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 (Size wise break up in pairs) No. 5 -240, No.6 - 985, No.7 2330, No.8 -2570, No.9 1932, No.10 -770, No 11-235) Total 9062 pairs | 9062 pairs | 298.70 | 2706819.40 |

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DATE:30.06.2020

on M/s Naman Rubber Ind

| | |
|--|------------|
| Total | 2706819.40 |
| ADD GST @5% | 135340.97 |
| Add: Pre-despatch Inspection Charges @1 % on FOR Destination Price | 28421.60 |
| TOTAL LANDED VALUE (Rs) | 2870581.97 |

Amount in words:(Twenty Eight Lakh Seventy Thousand Five Hundred Eighty One and paise Ninty Seven only)

1 PRICE : 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

2 GOODS AND SERVICE TAX (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 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.

3 DELIVERY PERIOD: 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)

4 SECURITY DEPOSIT: You have submitted the security deposit of Rs. 927633.00 vide BG No 0417719BG0000237 dated 28.11.2019 as per clause No 12 of the referred Rate Contract No 11100131919999 dated 03.05.2019

5 Performance Bank Guarantee : The firm shall have to submit PBG for 10% of the value of the order 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 (Maharastra).

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 Coalfileds ltd

Area Head Quarter

Bank A/c No: / Cust ID of beneficiary Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur - 440001, Maharashtra

IFSC code ICIC0000059

Bank Manager Name & Ph no: UJJWAL KITE: Ph n: 0712-6627389

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So NO 11100531920088

DATE:30.06.2020

on M/s Naman Rubber Ind

BG ADVISING MESSAGE - 760COV / 767COV via SFMS

| Field Number | Particulars |
|--------------|--------------|
| 7035 | ICICI0000059 |
| 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 linesNagpur - 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.

6 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*.

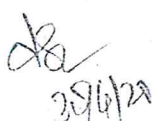

- i). Pre-receipted and stamped Invoice (as per GST laws).
- ii). Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017)
- iii). Consignment note / RR/ LR in original, if applicable.
- iv). E way Bill (As per GST rules)
- v). Warranty / Guarantee certificate, if applicable.
- vi). Manufacturers test certificate, if applicable.
- vii). DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract./ technical specification
- viii). Price certificate and price fall certificate
- ix) Any other document / Test certificate as required in the DGMS circular / BIS licence or as specified in the Order.

7 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 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.

8 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-

- New, unused and of current design not likely to be discontinued or become obsolete till the life of the offered item,
- Is in accordance with the contract specifications.
- Shall have no defects arising out of design, materials or workmanship.
- 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.
- 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.
- 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

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

10 PAYING AUTHORITY : General Manager (Fin), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur (MS) -440001

11 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 |

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12 INSPECTION : INSPECTION AND TESTS :

12.1 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 representative retained for these purpose.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

12.7 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.

12.8 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.

12.9 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:

The pre-despatch 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-despatch 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.

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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. GST on inspection charge shall be paid by you extra @ 18% however 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.

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

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.

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- 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 cessation 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

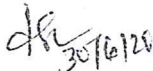
14 LOWEST PRICE CERTIFICATE:- You shall certify on the body of each bills/invoices that "the prices charged are the lowest & are same as applicable to all Govt. Deptt/Public Sector Undertakings including CIL & its subsidiaries."

15 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."

16 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.

All other terms and conditions shall be as per the above referred Rate Contract. This order shall also be governed by the general terms and conditions enclosed. The order is being placed on you at the rates, terms and conditions of the RC already accepted by you.


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(S S Bhal)
Chief Manager (MM)


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Yours faithfully,


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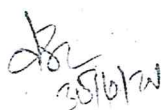
(K S R Divakar)
Chief Manager (MM)

Enclosure:1)Annexure "A"-Technical2) General Terms and condition 3) Format of PBG
COPY TO :

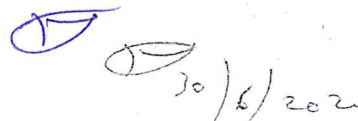
1. AGM/AFM/SO(MM)/Area Safety Officer, WCL, All Area
- 2 Depot officer central stores Tadali
3. GM(S&C)/GM(Fin)I/c, WCL, HQ, NAGPUR
4. Chief Manager (Fin)/(MM), WCL, HQ, NAGPUR: This issued vide your concurrence No 93/14/2020-21, Dated. 29.06.2020
5. Chief. Manager (MM)/Admin, WCL, HQ, Nagpur

This has in reference to area wise MB No and BC No as below

| Area | MB NO | Budget details |
|------|----------------------|--|
| PKD | 00048 dt. 05.11.2019 | WCL/PKD/BC/20-21/STORES/HQ/SAFETY/27 DT. 28.11.19 FOR Rs.302881.00 |
| Kan | 00048 dt. 11.11.19 | kan/acctt/mb/other stores/hq/3/20-21 dt. 3.4.20 for rs. 131573.00 |


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on M/s Naman Rubber Ind

Pench 00080 dt. 25.12.19 wcl/pen/bd/r/4/3/13/20-21 dt.2.3.20 for rs. 287176.00

WNA 00105 dt. 10.11.19 REV/WNA/HQ-A&B/20-21/SAFETY/2 DT.07.12.19 FOR RS. 1020116.00

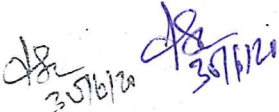
BLP 86 dt. 08.11.2019 BC/BA/HQ CP/SAFETY/GUM BOOTS/03/172/20-21 DT.16.1.20 FOR RS 773482.00

Wani Area 00074 dt. 20.10.19 RB/WA/CGM/901/12/20-21 dt. 19.6.20 FOR RS. 3368500.00

CHP 00109 dt. 07.11.19 RB/CHA/AREA/MB/A&B/E&M/SAFETY/86/01/20-21 FOR RS. 602989.00

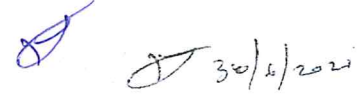
Ngp 00057 dt.3.11.19 AFM/CGM-NGP/BC/REV/SAFETY/AB/20-21/P157/36 DT. 25.6.20 FOR RS.1733099.00

Umrer 00056 dt.08.01.20 WCL/GM(U)/HQ/OTHER STORES/AB/BC/02/26/20-21 FOR RS.587640.00


30/6/20

(S S Bhal)

Chief Manager (MM)


30/6/2020

(K S R Divakar)

Chief Manager (MM)

ANNEXURE- A

I 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.


(S S Bhal)

Chief Manager (MM)


(K S R Divakar)

Chief Manager (MM)

