

(Under jurisdiction of Nagpur court only)

WESTERN COALFIELDS LIMITED

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



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

Ph. PBX : 0712 - 2511381,
2510691 EXT 5588
or 5609
Fax : 0712 - 2510284
Website : westerncoal.nic.in

Formal Supply Order No: 40333163-A**Dt. 25/02/2014**By regd post with A/D

To

M/s Mimec Electronics Pvt. Ltd
Plot No. 5, Namkum Industrial Area
Ranchi-834010

Vendor Code : 105001
Phone : 0651-3290632,2260557/686/857
FAX : 0651- 2260557/857/686

VENDOE CAT.: SMALL SCALE INDUSTRIES

Sub : Order for supply and installation of Auto cum manual telephone exchanges.

- Ref:- 1. Our tender no. e-57/2013-14 opened on 23.08.2013 for supply and installation of I.S.Auto cum manual telephone exchanges.(Price bid opened on 8/11/13)
2. Your Offer no. MIC/13-14/349
3. Your letters No.533 dated 19/11/13,544 dated24/01/14 & mail dated 25/2/14

Dear Sir,

With reference to the above, we are pleased to place a Formal Supply Order on you for "MIMIEC-MIC 102 AT" model Auto cum manual as per the Price, quantity, specification, terms and conditions detailed below:

SCOPE OF SUPPLY & PRICES:- Supply and installation of I.S. Auto cum manual telephone exchanges. (**Material Code: 94994552582**) - **1 set with following items & Rates :**

Sl No.	Item Description	UOM	Qty. in each set	Basic price per unit
	I.S. Auto cum manual Tele phone exchange			
1	Model : "MIMEC- MIC 102 AT", 30 Lines Intrinsically safe Auto cum manual under ground communication system with DGMS approval comprising of the following:	set	1	Rs 6,02,000.00
i	Interface unit of 30 chennels capacity(rack of 30 IFU) and 30 IF cards of plug in type	No.	1	Included in Sl. No.1
ii	Intrinsically safe automatic telephone instruments	No.s	30	Included in Sl. No.1
iii	Central Power Supply unit	No.	1	Included in Sl. No.1

iv	Emergency Manual Board equipped with 30 channel and having 4 simultaneous conversation path	No.	1	Included in Sl. No.1
v	Main Distribution Frame(MDF), crone & IPMs for all 30 lines	set	1	Included in Sl. No.1
vi	Manitenance free Battery (12 V x 2 of 80 AH)Make :- EXIDE	set	1	Included in Sl. No.1
2	Installation and Commissioning charges	job	1	Rs 11,000.00
3	Earthing Charges	job	1	Rs 16,000.00
4	CAMC Charges after one year of warranty			
	1 st year	Year	1	Rs 82,500.00
	2 nd year	Year	1	Rs 82,500.00
	3 rd year	Year	1	Rs 82,500.00
			TOTAL	Rs 8,76,500.00

(Total : Rs Eight lacs Seventy six thousand five hundred only)

DETAILED SPECIFICATION:- Detailed technical specification as per Annexure – ‘ I ’ (3 pages)

Clause No.1:- PRICE :- F.O.R. Destination basis inclusive of Packing & Forwarding ,freight & insurance charges.

Clause No. 2: EXCISE DUTY:- Nil. If it becomes applicable same shall be borne by you .

Clause No. 3: SALES TAX: CST is payable extra as applicable on price indicated against Sl No. 1 . (30 Lines Intrinsically safe Auto cum manual under ground communication system) . Current rate is 2% against Form C.

Clause No.4 :CAMC Charges : CAMC charges are payable as mentioned above.Concerned area shall enter into AMC with the firm as per terms and conditions in annexure 'X'

Clause No.5:Service Tax: Service tax is extra as appliacble on Sl. No.2 (Installation and commissioning charges), Sl.No.3 (Earthing Charges) & Sl.No.4 (CAMC Charges), Current rate is 12.36% CENVAT credited shall be claimed by paying authority.

Clause No.6.DELIVERY:- Supply & installation should be completed within three months from the date of issue of supply order. Delivery period shall be reckoned from seventh day of order date

Clause No.7 :TRANSPORTATION:- Transportation by road shall be arranged by you on freight paid basis.

Clause No. 8 :ALLOCATION & CONSIGNEE::

The Depot Officer ,
Regional stores, Western Coalfields Limited ,
Pathakhera Area, P.O.-Pathakhera Distt:- Betul , M.P.-460449
TIN NO: 23484700273V
CST NO: 23484700273C
CE Registration No.: AAACW1578LEM080
(Range- V, Division- I, Commissionerate- NAGPUR

Clause No. 9 : PAYING AUTHORITY:- General Manager (Fin), WCL, HQ,
Coal Estate, Civil Lines,
Nagpur – 440 001

Clause No. 10: TERMS OF PAYMENT:- 80% payment may be released within 21 days after delivery of equipment and receipt and acceptance of performance bank guarantee by the consignee. Balance 20% payment shall be released within 21 days after successful commissioning of equipment.

Note : Copy of Bank account details submitted by you for EFT are enclosed

Clause No.11: SUBMISSION OF BILLS:-a) Pre-receipted and stamped invoice for 80% value of each materials with taxes and duties and other charges shall be submitted in “QUADRUPPLICATE” to the consignee along with following documents:

- i. Pre-receipted and stamped Invoice (Original Buyer’s copy of invoice)
 - ii. Packing list in original list in original giving details of bill of materials
 - iii. Consignment note / RR/ PWB in original
 - iv. Warranty / Guarantee certificate
 - v. Manufacturer’s test certificate as per supply order terms
 - vi. DGMS / BIS / certificates / any other document as per order
 - vii. Service manual, Programming manual and circuit diagram for the system.
 - viii. Manufacturing Certificate on the body of each bill to the following effect:-
“Certified that the items supplied included in this bill/invoice are of own make have been actually manufactured in our works at. . . . (address of the factory).”
 - ix. Any other documents required as per technical specifications
 - x. Transporter's copy of Invoice mentioning Central Excise Code Registration no.and TIN Number.
- b) Bill for balance 20% shall be submitted to the consignee after successful commissioning of the Exchange. Consignee shall forward the same to paying authority along with commissioning certificate.

Note:- Copy of each of the above bill(s) along with copies of each documents must be submitted to the GM(MM) Purchase WCL, HQ. Nagpur-440,001.

Clause No.12: INSPECTION:-

Final Inspection shall be carried out by the consignee at destination / stores.

Clause no. 13: GUARANTEE/WARRANTY:-

You should give composite guarantee / warrantee of satisfactory performance of the complete equipment (along with accessories) for a period of 12 months from the date of commissioning.

Clause No. 14 :Performance Bank Guarantee : You should furnish PBG valid for 15 months from the date of commissioning to cover the Guarantee / Warrantee. The PBG should be for 10 % of the order value of the equipment (along with accessories) arrived at by adding all the taxes and duties applicable, such as Excise Duty, Sales Tax etc., to the FOR Destination price of the materials on order as applicable on date of opening of price bid . No payment will be made without submission of the performance bank guarantee.

Clause No. 15 : Security Deposit :- Exempted as you are registered with NSIC with validity upto 07.11.2015 & monetary limit of Rs 116.00 lacs

Clause No. 16 : LIQUIDATED DAMAGES:-

In the event of failure to execute the contract within the stipulated period mentioned in the order and in the event of breach of any of the terms and conditions in the order WCL has the right :-

- a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the contract value for delay in execution of the contract beyond the delivery schedule (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 execution 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 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 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 its 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.

Clause No. 17 : FORCE MAJEURE CLAUSE:- 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 Western Coalfields Limited may 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.

Clause No.18: PACKING:- Packing as per clause No. 18 of Annexure – II i.e. general terms and conditions.

This order shall be governed by enclosed General terms and conditions of supply unless and otherwise specified in the above paragraphs.

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

Yours Faithfully,

(Navin Nischal)
Sr.Manager(MM)

(B.S.Nagashetti)
Chief Manager(MM)

Encl :-

1. Detailed Specifications . Annexure - ' I ' (3 pages)
2. CAMC terms & conditions Annexure 'X' (1 page)
3. General Terms and Conditions of the supply order Annexure - ' II ' .
4. Bank account details for EFT
5. Format of P.B.G.

Indent Ref :

Indent No. 3200157 dt. 04.12.12 for Tawa I UG Mine ,Pathakhera Area.

BC No. FA/WCL/CAP/BC /OPM/ 163 dt. 22.02.2014 for Rs 6,44,377.00
Proposal approved by GM(MM)PUR.

COPY TO:

AGM/SO(E&M)/SO(MM)/ Depot Officer – Pathakhera Area
GM(E&T)/CM(Stores),WCL,HQ,.Nagpur.
GM (F)/AF(MM)) — Concurrence ref . NIL dt. 23.01.14
CM (E&M) Plg,WCL HQ ,Nagpur
Sr.Manager(Fin.)CP,WCL,HQ,Nagpur.

(Navin Nischal)
Sr. Manager(MM)

(B.S.Nagashetti)
Chief Manager(MM)

ANNEXURE – I

TECHNICAL SPECIFICATION FOR IS: AUTO CUM MANUAL TELEPHONE EXCHANGE FOR TAWA I Mine, Patherkhera Area.

A. GENERAL CONDITIONS & RESPONSIBILITIES OF TENDERER:

- ~~0~~ The scope of work includes supply, installation and successful commissioning.
- ~~1~~ The offer should be submitted along with 3 years of comprehensive AMC rate after the completion of one year warranty and the rate of AMC in percentage of equipment cost to be indicated. A copy of the un-priced bill of materials shall be submitted along with the technical bid.
- ~~2~~ An undertaking from the manufacturer is required on behalf of the vendor to provide spares and service support to WCL for a period of 7 years.
- ~~3~~ Service manual, programming manual and circuit diagrams for the system must be submitted at the time of supply of materials.
- ~~4~~ The bidder should have establishment for service facility at Nagpur and should furnish the details of address, ph.no. & fax no etc.;
- ~~5~~ Tenderer must be sign along with seal and furnish acceptance of terms and conditions of the AMC format enclosed in the NIT along with this offer.
- ~~6~~ The Auto cum Manual UG telephone system must be compatible with the existing EPABX system & it is the responsibility of the vendor to terminate the 30 lines of ACM system to the 30 extensions of TEC approved EPABX system.

B. TECHNICAL SPECIFICATIONS OF INTRINSICALLY SAFE AUTO CUM MANUAL UG TELEPHONE SYSTEM:

I. GENERAL:

1. System shall be intrinsically safe, approved by DGMS.
2. The Auto cum Manual telephone system shall be suitable to operate with any type of EPABX systems having TEC approval.
3. Shall be plug in modular type.

II. I.S TELEPHONE INSTRUMENTS:

1. Instrument shall be robust construction to work in hazardous mining conditions prevailing in UG mines.
2. Speech and signaling range shall not be less than 1000 ohms resistance.
3. Push button / Rotary type suitable to operate on one pair of wire without polarity conscious.
4. Instrument shall be suitable for automatic and manual operations.
5. Shall be equipped with amplifiers for the microphone and earpiece for over coming line loss and also boosting up speech in noisy environment.
6. Shall be equipped with twin loud speakers for receiving.
7. The instrument shall be designed and feature incorporated to prevent battery drain during idle period.
8. Power amplifier shall be of minimum 1 W.

9. Shall be equipped with a self testing emergency call key or button to transmit a distinct tone for 6 seconds for the response by emergency board.
10. Rechargeable Ni-cadmium cell shall be supplied, to be charged from central power supply unit over the same pair of wire used for speech. In case of power failures the telephone should work for at least four hours.
11. Charging circuit shall be in operation when the telephone is replaced on the hook. Provision for automatic resetting of charging circuit even if the telephone is inadvertently kept off the hook shall be provided and incorporated.

III. I.F.U (INTERFACE UNIT):

1. Shall be a steel rack duly painted and suitable for plugging cards and other modules. It shall be dust proof with locking arrangement.
2. Shall be suitable to terminate extensions of any EPABX system of 48 / 24 V.

IV. EMERGENCY BOARD:

1. Only to act as a supplementary system during emergency.
2. Provision to isolate EPABX in case of emergency.
3. Provision for broadcast and paging to any number of safe telephones.
4. Tone generator for calling extensions.
5. Microphone / loudspeaker for operator.

V. POWER SUPPLY UNIT:

- a. Suitable to charge minimum 30 telephones and to provide power to IFU and emergency board.
- b. A maintenance free battery of suitable rating (minimum 80 AH) shall be provided and supplied as standby which shall be on trickle charge with PSU. The batteries must of reputed brand such as exide, Amarraja, Standard Farukuwa. The battery must provide backup of min 10 hours continuous operation in case of power failures.
- c. The power supply unit shall be suitable to operate at 230 V, A/C, 50 Hz.
- d. Current control circuit shall be provided to charge battery at such a rate till the battery reaches its rated capacity from full discharge condition within 10 hrs.
- e. Alarm to indicate faults such as over current, over voltage, polarity reverse, battery low, charger current etc.,

VI. EARTHING:

Earthing work will be done by the supplier to provide suitable earth resistance to meet all the features, protection and security of MDF of the system. The earthing requirement is given below:-

EARTHING SPECIFICATIONS:

- a. The earthing should ensure a resistance (ground loop) of 2 ohms or better.
- b. Dig a pit of 3 ft x 3 ft area up to 12 feet depth.
- c. Put a rectangular copper plate at the bottom of the pit (15 Kg) and connect the copper strip.
- d. Lower the GI (Galvanised Iron) pipe of 12 ft x 2 inch in the pit.

S.O. No. 40333163 -A dt. 25.02.2014

placed on M/s Mimec Electronic Pvt Limited, Ranchi

- e. Connect the copper strip to the end of the GI pipe and extend it to the users supply point.
- f. Spread of a layer of salt in the pit.
- g. Spread a layer of Charcoal inside the pit.
- h. Spread a layer of 1 ft sand inside the pit.
- i. Again spread a layer of salt and charcoal respectively.
- j. Cover it with a layer of 1 ft of sand.
- k. Pour enough water and wait till it dries.
- l. Fill the pit with sand up to half its depth.
- m. Pour enough water and wait till it dries up.
- n. Fill the pit completely with sand.

The minimum Salt & Charcoal used for the above will be 5kg & 25 Kg respectively.

VII. Environmental operating conditions:

- a. Temperature: 05 to 45 degree celcius.
- b. Relative humidity: Max. 80 %.

~~VIII. DULY SELF ATTESTED DOCUMENTS TO BE FURNISHED ALONG WITH THE OFFER:~~

- ~~1. Detailed operating manual.~~
- ~~2. Copy of DGMS approval for L.S ACM system. **duly attested by NOTARY PUBLIC.**~~
- ~~3. Documents in support of provenness as indicated provenness criteria in Annexure-AA of NIT~~

IX: SCOPE OF SUPPLY / BILL OF MATERIALS (LOCATION: TAWA I PATHERKHERA Area) (TOTAL 1 LOCATION).

IS AUTO CUM MANUAL SYSTEM: Each 30 lines IS auto cum manual underground communication system with DGMS approval comprising of the following:

- (a) IS automatic telephone instruments : 30 nos.
- (b) Interface unit of channel capacity(rack for IF unit – 1 no and 30 IF modules of plug in type): 1 no.
- (c) Emergency manual board equipped with 30 channel and having 4 simultaneous conversation path : 1 no.
- (d) Central power supply unit: 1 no.
- (e) Maintenance free battery (12 V x 2 of 80 AH capacity) : 1 set.
- (f) MDF, Crone and IPMs for all the 30 lines: 1 set
- (g) Any other material required for the installation and operation of the system not mentioned above, but essentially required for the offered system.
- (h) Installation and commissioning to be carried out by the party.
- (i) AMC Charges: for 1st, 2nd & 3rd years after one year warranty.

ANNEXURE "X"

TERMS AND CONDITIONS OF THE A.M.C AGREEMENT:

1. 1. SCOPE OF WORK: Complete comprehensive maintenance of all the equipments / parts supplied (including repairs and replacement).
2. 2. A minimum of one visit in a quarter shall be carried out by the maintenance engineer as preventive periodic maintenance.
3. 3. In addition to the above, all types of breakdown calls are also to be attended and rectified within 24 hours from the date of reporting the complaint by telephone / fax.
4. Period of AMC will be for a period of one year and shall be renewed annually.
5. Payment terms: The payment of the AMC charges is payable on half yearly basis / annual basis after rendering satisfactory services for the guarantee period. The bill shall be submitted after duly certified by the engineer for payment.
6. Maintenance holder shall maintain a joint record for fault report from time to time against the emergency / service visits of the subject exchange, which shall be duly certified by the concerned engineer indicating the nature of fault, date of report and date of rectification. One copy of the joint visit must be submitted to the concerned engineer.
7. Maintenance holder shall ensure that during tenure of the AMC, any spares replaced by the maintenance holder shall be certified by the WCL engineer and to be recorded in the spare register.
8. Complete reports shall be submitted along with the bills for the period of claim on satisfactory completion of AMC.
9. No hike in the AMC rates during the tenure of the maintenance contract is entertained.
10. If any parts / spares / components is replaced, the old part so removed is the property of the maintenance contractor.
11. The maintenance contractor is responsible for the repairing of defects caused on account of the normal wear and tear of equipments.
12. Penalty clause: In any case of delay in rectification of the fault on the part of the maintenance holder, a penalty of Rs. 250 per day per system shall be imposed subject to a maximum value of 10 % of the order value. The period from the date and time of the fault is reported to the maintenance contractor over telephone / fax shall be counted including the holidays. The penalty amount shall be deducted from the subsequent bills of the maintenance contractor.
13. Service exclusions: Service do not cover the repair for damages, malfunctions or service failures caused by force majeure conditions such as riots, earth quakes and fire.
14. WCL reserves the right to terminate the contract at any time of the tenure.
15. Agreement with the above mentioned terms and conditions shall be done on a non judicial stamp paper.
16. Submission of bill: AMC bill shall be submitted to SO (E&M), WCL Concerned Area.
17. Paying authority: Area Finance Manager, Concerned Area.