

(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 5824
Fax : 0712 - 2510284
Website : westerncoal.nic.in

Supply order

Ref no: 11100116218130

date: 01.11.2018

To
MIMEC ELECTRONICS PVT.LTD
Plot No. 05, Namkum Industrial Area,
Namkum , Ranchi- 834010 (Jharkhand)
Mob – 9431115225, Fax - 0651-2260686
Email - mimecelectronicsp@yahoo.com

By regd post with A/D
Vendor Code: 105001
Vendor Category: MSE / Private

Sub: Supply, installation and commissioning of DGMS approved Intrinsically Safe AUTO CUM MANUAL underground telephone communication systems

Ref:-

1. This office Tender no. hq-pur-ra-kdp-e-054-2017-18 opened on 27.09.2017 (Tender ID -2017_WCL_75888_1)
2. Your Offer dated 14.09.2017 vide Bid ID – 219553 and subsequent correspondences on e-procurement portal
3. Your email dated 30.10.2018 & letter ref: MIC:18-19:474 dated 30.10.2018 extending the validity of your offer.

Dear Sir,

With reference to above, we are pleased to place supply order on you for Supply, installation and commissioning of DGMS approved Intrinsically Safe AUTO CUM MANUAL underground telephone communication systems as per scope & at prices, terms & conditions indicated below and as per general terms and conditions :

1. SCOPE OF SUPPLY & PRICES:-

| NIT SI No. | Description | Quantity (set) | Price per set (Rs) | Extended value (Rs) |
|------------|--|----------------|--------------------|---------------------|
| 1 | Supply installation and commissioning of DGMS approved, Intrinsically safe, 30 (thirty) lines auto cum manual underground communication system (including earthing & lightning arrestor) followed by 3 (three) years CAMC after 1 year warranty period. The breakup of total value per set alongwith CAMC is as detailed in Annexure Ia & Ib – (HSN code – 903040) Make – MIMEC, Model – MIC-102-AT | 4 sets | 17,50,000.00 | 70,00,000.00 |
| 2 | Supply installation and commissioning of DGMS approved, Intrinsically safe, 50 (fifty) lines auto cum manual underground communication system (including earthing & lightning arrestor) followed by 3 (three) years CAMC after 1 year warranty period. The breakup of total value per set | 2 sets | 19,89,000.00 | 39,78,000.00 |

[Handwritten signatures and dates]
11/11/18
20/11/18

| | | | |
|---|--|--|----------------|
| alongwith CAMC as detailed in Annexure Ia & Ib – (HSN code – 903040) Make – MIMEC, Model – MIC-102-AT | | | |
| Total GST @ 18% as detailed in Annex-1a | | | 19,76,040.00 |
| Total value per set inclusive of GST | | | 1,29,54,040.00 |
| Input tax credit on GST | | | 19,76,040.00 |
| Total value for complete set after input tax credit on GST | | | 1,09,78,000.00 |

Total order value In words – (One crore twenty nine lakhs fifty four thousand and forty only)

Clause No.1A. Provision for increase in order quantity:

WCL may increase the ordered quantity upto tendered quantity for item at NIT sl no:1 , for which communication shall be given to you in due course.

Terms & Conditions :

Clause No.1:- PRICE: The above prices are firm and on F.O.R. Destination basis inclusive of freight, packing & forwarding & Insurance charges. Safe arrival of consignment till consignee stores shall be your responsibility.

Clause No.2: CAMC Charges for three years after one year warranty period shall be payable as per rates indicated in Annexure Ia per set. The payment of the CAMC charges is payable on half yearly basis / annual basis after rendering satisfactory services for the guarantee period. The bill shall be submitted duly certified by the engineer incharge for payment. CAMC shall be effective from the next day of completion of guaranty / warranty period, which shall be ensured by you in consultation with the officer in charge in the respective areas.

Detailed technical specification & terms and conditions for CAMC as per Annexure – ‘ Ia, Ib, X’.

Clause No. 3 : GST: Shall be payable extra as applicable on the date of supply within the stipulated delivery period. The current applicable rate of GST is 18% for all items indicated in Annexure Ia i.e. entire set including installation and commissioning & CAMC charges for three years. You shall submit GST compliant invoice as per GST rules, indicating all the GST details as required as per GST rules indicating the 8 digit HSN / SAC code, components of CGST/SGST/IGST (as applicable) etc which shall enable WCL to avail Input Tax Credit set off as per GST rules. Input Tax Credit set off against GST shall be availed by the Paying Authority as per GST rules.

Your GST details as provided in offer - 20AABCM9682L1Z6

GST Details of WCL;

For areas in Maharastra - 27AAACW1578L1ZW

For areas in MP - 23AAACW1578L1Z4

Clause No. 4: Delivery :

a. Supply of the ACM Systems shall be completed within 3(three) months from the date of issue of supply order for which delivery period shall be reckoned from seventh day of order date.

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1/and day?
WCL
01/11/18

b. Installation, testing & commissioning and handover of the system to be completed within 4(four) months from the date of supply order or 1(one) month from the handover of clear site from WCL whichever is later.

Handing over of clear site for installation from WCL favourably within 1(one) month of placement of supply order shall be the responsibility of S.O (E&T) of respective areas in consultation with AGM.

Note – S.O (E&T) of the respective area shall ensure that the installation & commissioning report shall cover the following details:

- site handover date by WCL
- site take over date by the firm
- installation, testing commissioning dates
- final handover date of the complete system to WCL

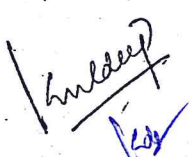
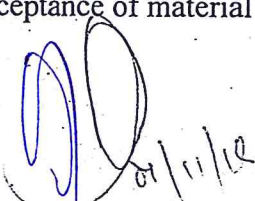
Clause No.5 :PROJECT ALLOCATION & CONSIGNEE:

| sl | Item description | Locations | Area | Consignee | Quantity (set) |
|----|---|-----------------|-------------|---|----------------|
| 1 | 50 lines Intrinsically safe auto cum manual underground communication system as per NIT | Tandsi | Kanhan | Depot officer Regional Stores,WCL Kanhana Area, P.O: Dongaria-480553 Distt.: Chhindwara, (M.P) | 1 |
| 2 | 50 lines Intrinsically safe auto cum manual underground communication system as per NIT | Saoner II & III | Nagpur | Depot officer Regional Stores, WCL PO: SILEWARA COLLIERY Dist. Nagpur (M.S.)Pin:441 109 | 1 |
| 3 | 30 lines Intrinsically safe auto cum manual underground communication system as per NIT | Tawa II | Patherkhera | Depot officer Regional Stores, WCL Pathakhera Area P.O.:Pathakhera Colliery-460449, Distt.:Betul.(M.P) | 1 |
| 4 | 30 lines Intrinsically safe auto cum manual underground communication system as per NIT | Neharia | Pench | Depot officer Regional Stores, WCL Pathakhera Area P.O.:Pathakhera Colliery-460449, Distt.:Betul.(M.P) | 1 |
| 5 | 30 lines Intrinsically safe auto cum manual underground communication system as per NIT | Mahadeopuri | Pench | Depot officer Regional Stores, WCL Pench Area P.O: CHANDAMETA-480447 Distt.:Chhindwara, M.P | 1 |
| 6 | 30 lines Intrinsically safe auto cum manual underground communication system as per NIT | Nandgaon | Chadrapur | Depot officer Regional Stores, WCL, Durgapur Opencast, P.O.: DURGAPUR Distt Chandrapur,(M.S) Pin: 442.403 | 1 |

Clause No. 6 : PAYING AUTHORITY:- General Manager (Fin), WCL, HQ,
Coal Estate, Civil Lines,
Nagpur – 440 001

Clause No.7: TERMS OF PAYMENT:-

(I) 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 consignee stores within 21 days.

Handwritten signatures and dates:


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(II) Balance 20% payment shall be made after successful completion of installation, testing, commissioning and final acceptance of the equipment (along with the accessories) and receipt of satisfactory installation, commissioning, handover report and training certificate issued by HOD (E&T) WCL HQ or his authorized representative or date of submission of bills whichever is later. The authorised representative of HOD (E&T) WCL HQ shall be S.O(E&M) / Area engineer (E&T) of the respective area.

- However, if the equipment is not put to use by the project within 120 days from the date of receipt and acceptance at consignee's end, the balance 20% shall be released.
- Payment shall be made only on submission of confirmed security deposit & performance Bank Guarantee and acceptance of same by WCL.

Bank Details as provided in your offer:

| | |
|-----------------------------------|--|
| Name of the Bank and Branch | State Bank Of India, Main Road Ranchi |
| Address of the Branch of the Bank | Kailash Babu Street, Main Road Ranchi - 834001 |
| Account Number | 10379844994 |
| Nature of Account | Cash Credit |
| IFS Code of the Branch | SBIN0001194 |

Clause No.8: SUBMISSION OF BILLS:-

- Pre-receipted and stamped GST compliant Invoice.
- Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST rule 2017)
- Consignment note / RR/ LR in original, if applicable.
- Warranty / Guarantee certificate
- Manufacturers test certificate, if applicable.
- DGMS certificate
- BIS / Pre dispatch inspection certificates / any other document, if applicable.
-

In case of Supply of spares is to be arranged after importing ordered items in "Original Packing" (Original packing would not be applicable for items which are shipped in open condition in containers etc.), following import documents are required to be submitted with each supply for acceptance of supplied spares to WCL:

- Self attested copy with original Principal' invoice / packing list
- Self attested copy with Bill Lading / Airway bill
- Self attested copy with original Bill of entry
- As per contractual requirement (if any) warranty / guarantee certificate
- Certificate of origin

The supplier shall provide clear linkage of items as per order with documents furnished under clause (a), (b) and (c) for acceptance of spares by WCL

The original documents under (a) and (c) shall be returned after verification with attested photocopy and making endorsements on original relating to transaction made.

- Any other document indicated elsewhere in the Order.

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

Clause No.9: INSPECTION:-

Handwritten signatures and dates:
1. Handwritten signature in blue ink with date 01/11/18.
2. Handwritten signature in black ink with date 01/11/18.

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

Clause no. 10: GUARANTEE/WARRANTY:- You shall 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 or 18 months from the date of receipt and acceptance of stores by consignee whichever is earlier. A certificate to this extent shall be submitted by you along with the supply.

Clause No. 11 : Security Deposit:- You shall have to furnish the security deposit for a total amount of Rs.12,95,404.00 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) without having any ceiling within 15 days time from the date of supply order. The same shall be as per format provided along with the supply order with a minimum validity of 6 months.

Security Money may be converted into performance bank guarantee (PBG) (wherever PBG is required as per the contract). However, in such case the amount of PBG should not be less than 10% (ten percent) of the landed value of the order.

The BG issuance shall be as per procedure indicated in clause 12 PBG.


Clause No. 12 Performance Bank Guarantee :

You shall have to furnish PBG for a total amount of Rs.10,41,940.00 valid for 18 months from the date of commissioning to cover the Guarantee / Warranty period. No payment will be made without submission of the performance bank guarantee. The same shall be as per format provided along with the supply order.

- The Performance Bank Guarantee may be released after receipt of satisfactory performance and no claim certificate from the user department or may be extended as deemed fit.
- 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 | Customer ID: 556096497 Bankn 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 |

- 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.

Clause No. 13: LIQUIDATED DAMAGES / RISK PURCHASE:-

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 GM(MM)-HOD.
- 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 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. 14 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.15: PACKING:- Packing as per clause No. 18 of Annexure – II i.e. general terms and conditions.

Clause No.16: LOCATION OF DESPATCH : MIMEC Electronics Pvt. Ltd., Plot No. 05, Namkum Industrial Area, Namkum Ranchi - 834010 (Jharkhand)

