

नॉर्दर्न कोलफील्ड्स लिमिटेड

(मिनिरातना कंपनी)

(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)



Northern Coalfields Limited

(A Miniratna Company)

(A subsidiary of Coal India Limited)

सामग्री प्रबन्धक विभाग / Materials Management Department



CIN- U10102MP1985G01003160

An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company

पोस्ट- सिंगरौली कोलियरी, जिला- सिंगरौली, म.प्र., पिन 486889/ Post- Singrauli Colliery, Distt- Singrauli, M.P. PIN-486889

Phone: 07805- 266388, (FAX) 266640 email: gmmm@ncl.gov.in website : www.nclcil.in

FORMAL ORDER

Ref. No. 63724078 / 21704006

Dated: 10.03.2018

M/s. Tirupati Telecom Services, 18, Bijal Park, Nr. Arihantnagar, Memnagar, Ahmedabad - 380052.	Phone No. 9825005525 Fax: 0079- 27417156 PCC: By Regd. Post VENDOR CODE: T-0293
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Sub: Supply of VHF Synthesized Handheld Transceiver set, Repeater Station and VHF Synthesized Mobile / base Transceiver set with accessories.

Ref:

1. Our Open Tender Enquiry No. NCL/SGR/MMD/Sec II/21704006/80 dated 07.11.2017 (Tender ID:2017_NCL_83459_1) opened on 15.12.2017.
2. Your Offer submitted online Bid ID: 247407 dated 07.12.2017 & subsequent Shortfall / confirmatory documents submitted online.

Dear Sirs,

With reference to the above, we hereby place our formal Supply Order on you for supply of materials as per details given below. The supply shall be governed by the specifications, prices, terms & conditions mentioned hereunder and also unless otherwise specified as per General Terms & Conditions enclosed with the subject NIT.

Sl. No.	Description of Item	Unit	Qty	Unit Basic Rate in Rs.	Extended Value in Rs.
1	VHF Synthesized Mobile/base Transceiver set with accessories. Make – Motorola, Model – XiRM3688	Nos	20	21,200.00	4,24,000.00
2	Digital VHF Repeater 1+1 Hot standby (1set) Make – Motorola, Model SLR-5300	Set	01	3,51,400.00	3,51,400.00
3	VHF Synthesized Handheld Transceiver set Make – Motorola, Model – XiR P3688	Nos	76	10,700.00	8,13,200.00

Total Rs.15,88,600.00

IGST @ 18% 2,85,984.00

CAMC charges with IGST @18% for five years 5,43,618.92

Grand Total Rs. 24,18,166.92

TOTAL BASIC ORDER VALUE: ₹ Rs. 15,88,600.00 (Rupees Fifteen Lakh Eighty Eight Thousand Six Hundred).

GST would be applicable as per the relevant clause mentioned in this Supply Order.

Terms & Conditions

1. BASIS OF PRICE: The above Prices are inclusive of Packing, Forwarding, Freight and Transit Risk insurance charges etc. on FOR Destination basis. The prices shall remain firm till completion of supplies.

2. Goods & Services Tax (GST):

- a) GST would be paid extra at legally applicable rate at the time of supply within delivery period, which is presently @ 18%.
- b) You will submit the invoice as per GST rules to avail Input Tax Credit, if any, which shall be certified by your Auditor at the time of supply.
- c) You shall submit certificate from practicing Chartered Accountant having Certificate of Practice and valid Membership Number of ICAI that you have passed/will pass the benefit, if any arise in your input tax credit due to implementation of GST as per provision of section 171 of CGST Act.
- d) GST Registration Number of NCL in case of supply for MP is 23AABCN4884HE1ZE. Your bills should bear this number to enable NCL to claim INPUT TAX CREDIT.
- e) You will give an undertaking on invoice or as separate Annexure along with invoice that Invoice/applicable GST returns has been/will be uploaded in GST Portal within due time as prescribed in CGST Act and IGST has been deposited as per the provision of GST Act and rules thereon.
- f) You shall ensure timely submission of correct invoice(s), **as per GST rules/ regulation**, with all required supporting document(s) within a period specified in Contract to enable NCL to avail input credit of **GST (CGST & SGST or IGST)**. Further, returns and details required to be filled under GST laws & rules should be timely filed by you with requisite details.
If input tax credit is not available to NCL for any reason not attributable to NCL, then NCL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST or IGST)** claimed in the invoice(s) and shall be entitled to deduct/ setoff /recover such **GST (CGST & SGST or IGST)** together with all penalties and interest, if any, against any amounts paid or payable by NCL to you.
Further in this case, NCL reserve the right to upload name and detail of such defaulter on NCL website and may also consider for giving holiday/debarring from participating tenders.
- g) Where NCL has the obligation to discharge **GST (CGST & SGST or IGST)** liability under reverse charge mechanism and NCL has paid or is /liable to pay **GST (CGST & SGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to NCL or ITC with respect to such payments is not available to NCL for any reason which is not attributable to NCL, then NCL reserve the right to deduct / recover such amounts against any amounts paid or payable by NCL to you.
- h) Amount of Statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence deposition of GST Taxes and filing of GST Returns.
- i) E-way bill - to be arranged by you.

In case of any increase in taxes and duties after expiry of the scheduled delivery period, the increase will be to supplier's account and in case there is any decrease, the same shall be passed on to NCL.

3. DELIVERY PERIOD: Within 3 to 4 months from the date of receipt of supply order. Date of receipt of Stores at consignee premises will be taken as the date of delivery. No materials should be supplied beyond the specified delivery period unless amendment for extension of delivery period is obtained from the purchaser i.e. NCL. However, early delivery is preferred.

4. CONSIGNEE: The Depot officer, Central stores, Jayant, P.O.- Jayant, Dist - Singrauli. Pin 486890 (India).

5. SECURITY DEPOSIT: You are advised to submit security money for Rs 2,41,817.00 (Rupees Two Lakh Forty one Thousand Eight Hundred Seventeen only) within 15 days from the date of receipt of Supply Order. The security deposit should be submitted in the form of Bank Demand Draft payable at SBI, Morwa Branch (Code 3767), Singrauli, MP /or at any bank located at Morwa, Singrauli, MP / or in the form of Bank Guarantee drawn on any nationalized bank / Scheduled Bank in a prescribed Format (i.e. as per Annexure J of NIT) The validity of BG for security deposit will be for a period of three months beyond the expiry of delivery period. If you fail to deposit the security deposit within 15 (fifteen) days from the date of receipt of order, the order shall be cancelled and the case shall be processed to order elsewhere and your performance shall be kept recorded for future dealings. The security deposit shall be refunded within thirty days of satisfactory execution of the contract on your request. For contractual failure, the security money shall be forfeited.

In case, Security Deposit is submitted in the form of Bank Guarantee, the bidders may please note the following:

- i. The Bank Guarantees should be issued through Structured Financial Messaging System.
- ii. Beneficiary bank / branch IFSC Code: ICICI0003529 should be mentioned.
- iii. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889.
- iv. In case of BG issued by ICICI Bank, following text should be incorporated in BG:
 “We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before at ICICI Bank Ltd., Plot No.86, Opp. Post-Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh-486889.”

6. TERMS OF PAYMENTS: 80% payment shall be released within 21 days after receipt of the EQUIPMENT by consignee and receipt and acceptance of Performance Bank guarantee. Balance 20% payment shall be released within 21 days of successful installation, commissioning and final acceptance of the equipment at site upon presentation of a certificate from the project head or his authorised representative, to the effect that the equipment has been commissioned to their entire satisfaction.

The payment will be made by “Electronic Fund Transfer” (EFT) or e-payment through RTGS for which you are requested to indicate your EFT A/C no., Name of Bank, Branch, RTGS Code and other relevant details in your invoice for facilitating payment through EFT.

7. PAYING AUTHORITY: AFM, NCL HQ, P.O. Singrauli, Dist- Singrauli, M.P. – 486889 (India).

8. BANK DETAILS OF FIRM:

a	Account Name/ Beneficiary Name	TIRUPATI TELECOM SERVICES
b	Banker's Name	STATE BANK OF INDIA
c	Branch	GULAB TOWER AHMEDABAD
d	Address, City/Town, District, State	OPP. SUN & STEP CLUB, GULAB TOWER ROAD, AHMEDABAD - 380054
e	Account type	CURRENT ACCOUNT
f	IFSC Code	SBIN0060428
g	Account Number	30788914209

9. SUBMISSION OF BILLS: 100% bill with taxes & duties stamped and pre-receipted shall be submitted in triplicate to the Paying Authority with following documents:-

- i.) Receipted Challan/ Consignment Note
- ii.) Warranty/Guarantee Certificate.
- iii.) Lowest Price Certificate.
- iv.) Any other documents specified in the order.

A set of above documents should be submitted to the consignee and to this office as well.

10. PACKING: Packing of all the materials should conform to the requirements of the carriers. The consignment should be securely packed & marked as per standard Trade Practices/BIS norms to withstand the rigorous of transport to prevent any loss/damage or pilferage in transit and ensure safe arrival at destination.

11. MODE OF DESPATCH: By Road. Safe arrival of the materials at the Consignee's end will be the responsibility of the Supplier. All consignments should be booked to Consignee & not to Selves.

12. WARRANTY/GUARANTEE:

The supplier shall give a warranty for satisfactory performance of the supplied materials for a period of 12 months from the date of installation or 18 months from the date of supply after receipt, acceptance at consignees end.

The supplier shall be responsible for any defect that may, under the condition provided by the contract and under proper use, arise due to faulty materials, design, workmanship or improper packaging shall mend or replace such items on his own cost. such replacements shall be made by supplier 100% free of cost without any extra cost to Northern Coal Fields Ltd. The new goods should be supplied on FOR destination basis free of cost.

Warranty replacement should be completed within a reasonable period maximum within one month from the date of claim free of cost up to ultimate consignee's end.

All cases of warranty replacements will be decided on the basis of joint inspection of the failed goods held between the user's representative and the supplier's representative.

13. PERFORMANCE BANK GUARANTEE: The Performance Bank Guarantee is to be submitted by you for Rs 2,41,817.00 (Rupees Two Lakh Forty one Thousand Eight Hundred Seventeen only) to cover both satisfactory performance and warranty. The performance guarantee will be taken in the form of a Bank Guarantee in prescribed format as per Annexure-K of NIT valid for 15 months from the date of receipt and acceptance of the materials at consignee's end and the same shall be either released, if no claim is pending or extended thereafter, as deemed fit. In case, the security money has been submitted in the form of Bank Guarantee, the same may be converted in to performance bank guarantee provided the validity is 15 months from the date of receipt and acceptance of materials at site.

- i. The Bank Guarantees should be issued through Structured Financial Messaging System.
- ii. Beneficiary bank / branch IFSC Code: ICICI0003529 should be mentioned.
- iii. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889.
- iv. In case of BG issued by ICICI Bank, following text should be incorporated in BG:
 "We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before at ICICI Bank Ltd., Plot No.86, Opp. Post-Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh-486889."

14. CAMC: The CAMC agreement shall be concluded by the technical department. The price break up is enclosed as Annexure - A

15. INSPECTION: Materials under supply shall be of the best quality and workmanship and shall be in accordance with the specification laid down in the supply order. Final inspection will be carried out at the consignee's end by authorized representative of GM(E&T)/ NCL.

16. RISK PURCHASE:

In the event of failure of the supplier to deliver or dispatch the stores 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. It is clearly mentioned that 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 / Coal India Limited. GST will be charged / levied on Risk Purchase as per the provision of GST Act Rule thereon.

17. LIQUIDATED DAMAGES:

In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the samples and / or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, NCL should have the right:-

- a) To recover from the successful tenderer as agreed liquidated damages, a sum of 0.5 % (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten percent). Wherever felt necessary, the limit of 10% can be increased to 15% at the discretion of Head of the Materials management Division of NCL.
- b) Or to purchase 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 similar description without canceling the supply order in respect of the consignment not yet due for supply or
- c) To cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also,
- d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.
- e) To forfeit the security deposit fully or partly.
- f) Whenever, under this contract, a sum of money is recoverable from and payable by the supplier, NCL shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay NCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- g) CGST, SGST or IGST will be levied as applicable as per the provision of GST Act and Rule thereon.
- h) Supplier will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises.

18. FORCE MAJEURE CONDITIONS: If the execution of the Contract/supply order is delayed beyond the period stipulated in the 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 suppliers control due to act of God, then NCL may allow such additional time by extending the delivery period as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by NCL, the supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Power Failure / Cuts cannot be taken as Force Majeure Conditions.

The supplier 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 15 days of the occurrence and cession of such force majeure conditions. In the event of delay last out of force majeure, NCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

For delay arising out of Force majeure, the supplier 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 NCL nor the supplier shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

19. PRICE FALL CLAUSE:

You shall confirm that you have not supplied / are not supplying similar product/systems or subsystems at a price lower than that 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 Subsystems 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 NCL, if the contract has already been concluded.

20. LOWEST PRICE CERTIFICATE:

You will certify on the body of the bill that the price (s) charged by you for the items covered in the bill is the lowest and is the same as applicable to other Government Departments/ Undertakings/ Other Organizations.

21. JURISDICTION OF COURT:

Any dispute arising out of or in respect of the contract will be subject to the Jurisdiction of Singrauli Court Only.

Apart from the above terms and conditions the supplies will also be governed by the other conditions of NIT and also "General Terms & Conditions of Supply of Stores" issued along with our NIT.

You are requested to kindly acknowledge receipt and acceptance of order within 15 days from the date of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you.

Yours faithfully,

For & On Behalf of Northern Coalfields Limited.

(D Dhanabalan)
Sr. Manager (MM)

(M M Sarewar)
Chief Manager (MM)

Copy to:

1. The Chief Vigilance Officer, NCL, Singrauli
2. GM (MM) Purchase - HOD / GM (Stores) / GM (E&T) / GM (Finance) Incharge , NCL HQ, Singrauli/ GM/Khadia Project.
3. The Depot Officer, Central Stores, Jayant, Northern Coalfields Limited, P.O. - Jayant Colliery, Dist- Singrauli, M.P. 486890 (India).
4. AFM, NCL HQ, P.O. Singrauli, Dist- Singrauli, M.P. – 486889 (India).
5. The General Manager (MM), CCL / BCCL / ECL / SECL / WCL / MCL.

This is issued against Indent ref.no. KHD/E&M/P&M-1/2016/06 dated 04.05.2016 for Rs 1.3Lakhs, KHD/E&M/P&M-1/2016/07 dated 04.05.2016 for Rs 6.00Lakhs, KHD/E&M/P&M-1/2016/01 dated 19.04.2016 for Rs 4.45Lakhs and KHD/E&M/P&M-1/2016/47 dated 15.12.2016 for Rs 5.19 Lakhs & Indent Registration No. 21704006 dated 20.04.2017.

B.C. No.

BC Details	Date	Total Budget
1. KHD/CB/17-18/Other P&M/E&T/160/02	16.02.2018	₹ 20,00,00.00
2. NCL/HQ/C&B/Capital/Contingency/2017-18/26	07.03.2018	₹ 4,18,166.92

Technical Specification:

1	_1(a). VHF Synthesized Mobile/ Base Transceiver Set: 20 Nos.
	1.0 General
	1.1 Make – Motorola, Model – XiRM3688
	1.2 Operation :Simplex/ Semiduplex with PTT
	1.3 Modulation : Analog and Digital
	1.4 Power Supply : 12 V DC and 220±10% AC
	1.5 Frequency Band: 136 - 174 MHz VHF
	1.6 Number of Channel : 16 Channel
	1.7 Channel spacing : 12.5 kHz/25 KHz.
	1.8 Frequency stability : ± 0.5 ppm
	2.0 Transmitter
	2.1 Power output : 25 Watt.
	2.2 Spurious Emission : -36 dBm or better
	2.3 A/F Response : +1 to -3dB
	2.4 Audio distortion : Less than 3%
	2.5 Hum and Noise: -40 dB @ 12.5 kHz/ -45 dB @ 25 kHz or better
	2.6 Adjacent Channel Power: 60dB @ 12.5kHz/ 70dB @ 25kHz or better
	3.0 Receiver
	3.1 (a) Analogue Sensitivity : 0.30 Micro Volt or better for 12 dB SINAD
	3.1 (b) Digital Sensitivity: 0.25 Micro Volt or better for 5% BER
	3.2 Selectivity : 50 dB @ 12.5 kHz/ 75 dB @ 25 kHz or better
	3.3 A/F Response : +1 to -3dB
	3.4 Rated Audio/Audio output : Internal above 2 W and external above 4W (8 ohms/ 4 ohms)
	3.5 Audio Distortion @ Rated Audio: Less than 3%
	3.6 Spurious Rejection: 75 dB or better
	3.7 Conducted Spurious Emissions: -57 dBm or better
	3.8 Hum and Noise: -40 dB @ 12.5 kHz/ -45 dB @ 25 kHz or better
	4.0 Accessories: Following accessories to be provided with each set.
	4.1 GP Antenna 0 dB with 30 meter RF cable with connectors : 1No
	4.2 DC cable with fuse holder : 1No
	4.3 Mounting bracket : 1No
	4.4 Built in speaker or external speaker : 1No
	4.5 Fist Microphone with hanger : 1No
1(b). Power Supply 12V DC, 10A for VHF Synthesized Mobile / Base Transceiver: 12 Nos.	
1. Type of Power Supply : SMPS	
2. DC current capacity : 10 Amp	

3. Input Voltage : 190 V to 270V AC
4. Output Voltage :11V to 14V DC for input variations of : 190 V to 270 V AC
5. Operation : Continuous Duty
6. Protection : (i) Short circuit protection
(ii) Reverse Polarity protection
7. Efficiency : More than 80%.
8. Automatic changeover to Battery in case of mains power supply failure along with float charging facility
1(c). Programing Rib/Kit:1 No.
Programing Rib/Kit along with PC Programing software and complete accessories for programing of Mobile /Base Transceiver Set.
2(a). Digital VHF Repeater: 1+1 Hot Standby (1 Set)
1.0 General
1.1 Make – Motorola, Model SLR-5300
1.2 Operation : Repeater mode at 100% duty cycle
1.3 Modulation : Analog and Digital
1.4 Input Voltage AC: 100-240 Vac
1.5 Input Voltage DC: 11.0-14.4 Vdc
1.6 Frequency Band: 136-174 MHz VHF
1.7 Number of Channel: 64 Channel
1.8 Channel Spacing: 12.5 kHz/ 25 kHz
1.9 Frequency Stability: 0.5 ppm
1.10 Battery Charger Capacity (internal): 12 V, 3 A
2.0 Transmitter
2.1 Power output : 1-50 W (adjustable)
2.2 Spurious Emission : -36 dBm or better
2.3 A/F Response : +1 to -3dB
2.4 Audio distortion : 1% or better
2.5 Duty Cycle: 100%
2.6 Hum and Noise: -50 dB @ 12.5 kHz/ -45 dB @ 25 kHz or better
2.7 Adjacent Channel Power: 62dB @ 12.5kHz/ 78dB @ 25kHz or better
2.8 Intermodulation Attenuation: 40 dB or better
3.0 Receiver
3.1 (a) Analogue Sensitivity (12 dB SINAD): 0.22 Micro Volt or better
3.1 (b) Digital Sensitivity (5% BER): 0.22 Micro Volt or better
3.2 Selectivity : 63 dB @ 12.5 kHz/ 70 dB @ 25 kHz or better
3.3 Audio Distortion: 1% or better
3.4 Spurious Rejection: 90 dB @ 12.5 kHz/ 95dB @ 25kHz or better
3.5 Hum and Noise: 50 dB @ 12.5 kHz/-45 dB @ 25 kHz or better
3.6 Intermodulation Rejection: 73dB @ 12.5kHz/82dB@25 kHz or better
4.0 Accessories: Following accessories to be provided with each set.
4.1 3 dB or better high gain omni directional antenna with 45 meter RF cable with connectors : 1No

5.0 Interfaces: Ethernet port RJ45 to provide the following provisions

5.1 Wide area IP connectivity for voice & data upto 4 nos repeater or trunking mode

5.2 Provision for Remote Programming & monitoring & status check through IP Network

6.0 Manuals/ Literature

6.1 User manual with each radio

6.2 Service Manual

2(b). Power Supply 12V DC, 20A for VHF Synthesized Repeater Station Set: 2 Nos.

1. Type of Power Supply : SMPS

2. DC current capacity : 20 Amp

3. Input Voltage : 190 V to 270V AC

4. Output Voltage :11V to 14V DC for input variations of : 190 V to 270 V AC

5. Operation : Continuous Duty

6. Protection : (i) Short circuit protection

(ii) Reverse Polarity protection

7. Efficiency : More than 80%.

8. Automatic changeover to Battery in case of mains power supply failure along with float charging facility

2(c). Programing Rib/Kit: 1 No.

Programing Rib/Kit along with PC Programing software and complete accessories for programing of Mobile /Base Transceiver Set.

3(a). VHF Synthesized Handheld Transceiver Set: 76 Nos.

1.0 General

1.1 Make – Motorola, Model – XiR P3688

1.2 Operation: Simplex/ Semiduplex with PTT

1.3 Modulation : Analogue and Digital Modulation

1.4 Frequency Band: 136- 174 MHz VHF

1.5 Number of Channel: 16 Channel

1.6 Channel spacing: 12.5 KHz /25 KHz.

1.7 Frequency stability : +/- 0.5 ppm.

2 Transmitter

2.1 Power output : 5 Watt

2.2 Conducted/Radiated Emission : -36 dBm or better

2.3 A/F Response : +1 to -3 dB

2.4 Adjacent channel Power: 60 dB or Better @12.5 KHz /70 dB or Better @25 KHz

2.5 FM Hum and Noise: -40 dB or Better @12.5 KHz/ -45 dB or Better @25 KHz

2.6 Audio distortion: 3% or better

3 Receiver

3.1 Analogue Sensitivity(12dB SINAD) : 0.3 Micro Volt or Better

3.2 Digital Sensitivity (5% BER): 0.3 Micro Volt or Better

3.3 Selectivity: 45 dB or Better@ 12.5 KHz / 70 dB or Better @ 25 KHz

3.4 A/F Response: +1 to -3dB

	3.5 Hum and Noise: -40dB or Better @12.5 KHz / -45 dB or Better @25 KHz
	3.6 Audio out put: 500 mW.
	3.7 Audio distortion: 5% or better
	3.8 Spurious Rejection: -70 dB or Better
	3.9 Conducted Spurious Emission: -57 dBm or Better
	4 Accessories: Following accessories to be provided with each set.
	4.1 Helical Antenna for Handheld set: 1No.
	4.2 Leather case /Belt Clip: 1No.
	4.3 High Cap Li-Ion Battery(2200mAH or Better): 1No.
	4.4 Single Unit Rapid Battery Charger for High Cap Li-Ion Battery(2200mAH or Better): 1No. Battery charger capacity: 7.5V +/- 20%
	3(b). Programing Rib/Kit along with PC Programing software and complete accessories for programing of Handheld Transceiver Set.: 01 No.
	Programing Rib/Kit along with PC Programing software and complete accessories for programing of Mobile handheld Transceiver Set.
	<u>ANNUAL MAINTENANCE CONTRACT (AMC)</u>
S/N	DESCRIPTION
I)	The AMC period will start after successful completion of Warranty period of one year. Agreement for Tri- Partite AMC between NCL i.e. GM(E&T)/NCL, OEM/Principal & Its Authorized Distributor/Dealer/Indian Agent/Channel Partner etc. will be entered in to initially for complete period of the AMC i.e. 5 years. It may be renewed further with consent of NCL, Principal & Its Authorized Distributor/Dealer/Indian Agent/Channel Partner. Offer of the tenderer, without acceptance for AMC, will be out-rightly rejected without any further reference. The scope of work, payment terms and penalty clause of this AMC will be as under :-
1	The AMC will be effective from the day after successful completion of warranty/guarantee period. Minimum 04 visits /annum (quarterly basis) is to be done or as on required basis.
a)	If the breakdown is attended and rectified within 48 hours (2 days) at our site or at Principal & Its Authorized Distributor/Dealer/Indian Agent/Channel Partner's etc. site/workshop/premises, no penalty/deduction will be made from the AMC bill.
b)	If it is not rectified within 48 hours (2 days) at the site or at Principal & Its Authorized Distributor/Dealer/Indian Agent/Channel Partner's etc. site/workshop/premises, additional 7 days period will be allowed i.e. total 9 days from the date of initial break down report. Normal AMC charges for additional 7 days period will be deducted from the bills of AMC on pro-rata basis. If the equipment is not made available in all respect after rectification within 9 days, there will be a provision to deduct @ double the AMC charges/day on pro-rata basis from the bills for the delayed period.
2	The AMC will include supply, fitment, maintenance, repair of the equipment, its parts and accessories excluding consumables (rechargeable batteries etc.). Arrangement of all spares will be the sole responsibility of the Principal & Its Authorized Distributor/Dealer/Indian Agent/Channel Partner etc. (in case of imported item) for which no extra charges will be paid to the party by NCL as it has already been incorporated in AMC Charges to keep the Equipment in operation.

3	In the event of failure of the Authorized Distributor/Dealer/Indian Agent/Channel Partner etc. to execute the AMC as per agreed NIT terms and conditions, the entire responsibility to execute the AMC will be on the Principal/OEM.
4	In case the Principal/OEM changes the Authorized Distributor/Dealer/Indian Agent/Channel Partner etc. , it will be the sole responsibility of the Principal/OEM to communicate the same immediately to NCL management to get the AMC executed uninterrupted through their re-appointed/nominated Authorized Distributor/Dealer/Indian Agent/Channel Partner etc. till AMC period as per NIT. It will be the sole responsibility of the Principal/OEM to ensure that there is no discontinuation of the AMC due to change/re-appointment of Authorized Distributor/Dealer/Indian Agent/Channel Partner's etc. GM(E&T) NCL or his authorized representative will represent NCL for agreement and its further renewals, if any.
5	EVALUATION OF OFFER:
	AMC charges discounted quarterly @12% per annum to arrive at the present value (PV) of AMC charges and loaded on the landed cost of the equipment for arriving at L-1 rate.
	Three Nos. of non-judicial stamp papers of Rs.250/- for signing three sets of agreements for AMC.
	Latest power of attorney for executing the AMC Agreement for/on behalf of OEM/Principal, other than that of Authorized Distributor/Dealer/Indian Agent/Channel Partner.
6	Payment terms for AMC :
i)	No advance payment will be made on account of AMC. The payment towards AMC shall be on quarterly (3 monthly) basis & 100 % payment would be released within 21 days of submission of bill & on receipt of satisfactory compliance report from user dept.
ii)	The contractor has to furnish the details of their Bank A/c no., Name of the Bank, Address of Bank and Branch code along with the tenders. Bidder/contractors are required to submit an authorization form duly signed for e-payment to them.
II)	Other Terms and conditions of AMC :
1	ATTENDING THE BREAKDOWN :
	The contractor will have to attend any breakdown within 48 hrs of reporting and also repair the equipment at the site or at Principal & Its Authorized Distributor/Dealer/Indian Agent/Channel Partner's etc. site/workshop/premises within 48 hrs of reporting and if they are not able to repair the damaged equipment then penalty will be applicable as per AMC terms.
2	OPERATION OF THE CONTRACT:
	The contract will be operated by the authorized representative of GM(E&T), NCL HQ of the company.
	Any alteration to the equipment, such as shifting the position of Base & Handheld transceiver sets and Repeater set whether requiring additional equipment or not, shall be made only by the contractor/ successful tenderer.

4	COMPENSATION:
	The contractor shall be responsible to their employees who work on Base & Handheld transceiver sets and Repeater set, situated in the companies' premises for any injury sustained by them. But the responsibility for meeting the claims under the workmen's compensation Act, of persons who are in the employment of the company (But happened to work on the machines) for any injury or accident sustained by them shall rest with the company.
5	SAFETY :

	The safety of the workman engaged by the contractor is the sole responsibility of the contractor. Contractor shall make all possible measures for safety as per statutory provisions. Any compensation on account of damage of person or properties of owner/contractor of owner, has to be borne by the contractor. It shall be governed as per statutory requirement.
6	TERMINATION OF CONTRACT:
	The contract may be rescinded and the security deposit and other dues of this work or any other work done under the company may be forfeited and brought under the absolute disposal of the company if in the opinion of the company (i) either the work is not progressing satisfactorily or is not likely to be completed within the stipulated time or (ii) if the contractor fails to comply with the terms and conditions of the tender.
7	TRANSPORT:
	NCL will not provide any kind of transport facilities to the Service Engineer of the contractor/ successful tenderer for servicing of the Base & Handheld transreceiver sets and Repeater set.
8	SETTLEMENT OF DISPUTE :
i)	It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.
ii)	The contractor should make request in writing to the engineer in-charge for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of disputes/claims falling which no disputes/claims of the contractor shall be entertained by the company.
iii)	If the differences still persist, the settlement of dispute with Government agencies shall be dealt with as per the guidelines issued by the ministry of finance, Government of India in this regard. In case of private parties other than Govt. agencies, the redressal of the dispute may be sought in the Court of Law.
9	JURISDICTION OF COURT:
	Jurisdiction of court shall be District Court Singrauli for this particular contract agreement.
10	P.F. CLAUSE :
	The contractor shall have to ensure implementation of CMPF and MISC. Provisions Act, 1948 and allied scheme framed thereunder in respect of the worker deployed by him and will have to recover statutory dues and deposit the same along with Employer's Contribution (contractor share) to the respective CMPF Office and to submit statutory returns under intimation to the principal employer. The registration no. of the coal mines in which the workers engaged by the contractor are working has to be furnished in the statutory returns to be submitted to the concerned CMPF Office stated as "Contractor's workers". The tenderer shall have to submit an affidavit along with the tender that they will abide by this clause.
	OR
	Those contractor who are registered under EPF scheme and their employees covered under the said scheme may continue to operate under EPF scheme. They should furnish such proof.
11	FORCE MAJOUR CLAUSE :

11.1	The contractor shall not be liable for failure to perform any of its obligations arising out of this contract if such failure results from any natural calamities like fire, storm, earth quake, floods etc. or explosion, accident, strikes, lockouts, industrial dispute, labour trouble, civil-commotion, riots etc.
12	The contractor shall familiarize himself and fully comply with provisions of all the Acts/Rules/Regulations and orders of the State/Central Govt. applicable to the work, e.g. Payment of wages Act, Workmen's Compensation Act, Contract Labour (R&A) Act etc. and shall be fully responsible and liable for due observance of the same. The company (NCL) shall have no responsibility/liability and the company shall be fully indemnified by the contractor against all such claims.

Annexure- A

CAMC Charges:

Item Sl.No	1 st Year	2nd Year	3rd Year	4th Year	5th Year	Total
1	8480.00	12720.00	25440.00	33920.00	42400.00	122960.00
2	7028.00	10542.00	21084.00	28112.00	35140.00	101906.00
3	16264.00	24396.00	48792.00	65056.00	81320.00	235828.00
Total						4,60,694.00

(D Dhanabalan)
Sr. Manager (MM)

(M M Sarewar)
Chief Manager (MM)