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Under jurisdiction of Dhanbad Court and Jharkhand High Court **Bharat Coking Coal Limited**

A Mini Ratna Company (A Subsidiary of Coal India Limited- A

Maharatna Company) Regt. Off: Koyla Bhawan, Koyla Nagar Dhanbad-826005

CIN:U10101JH1972GOI000918



Office of the General Manager Materials Management Department Level-III, Commercial Block, Koyla Bhawan, Dhanbad-826005 Phone: 0326-2230181

Fax No.: 0326-2230183 Website: www.bccl.gov.in

ORIGINAL BY REGD. POST.

SUPPLY /PURCHASE ORDER

Under Jurisdiction of Dhanbad Court and Jharkhand High Court only.

Ref. No: BCCL/PUR/916197/17-18/SEMI FOWLER BED/DOMESTIC/CHD/05/ 48 DATE- 12.10.2017

To M/s Inline Medicare, 33-F, Sector-H, Industrial Area, Govindpura, Bhopal-462023 (MP).

Contact Person: Amit Saxena, Mob: 9425007673 Ph: 0755-91-4076173/864 Email:inlinemedicare@rediffmail.com

(PAN No. ACWPS6596F)

COALNET PARTY MASTER- ACWPS6596F00 (Provisional/Permanent GST ID: 23ACWPS6596F1ZS)

Sub: This office e-tender no. BCCL/PUR/916197/17-18/SEMI FOWLER BED/DOMESTIC/CHD/05 DATE- 27.04.2017 opened on 24-05-2017 against Tender ID No.2017_BCCL_67570_1.

Ref: Your tender/Bid ID No. 197654, dt: 22.05.2017& subsequent correspondence on the above subject. Last being vide letter no: NIL dt.05.08.2017

With reference to the above, for and on behalf of BCCL, PURCHASE ORDER is being placed on you for supply of following items as per rate, terms and conditions indicated below:

SCOPE OF SUPPLY: Supply, Installation& Commissioning of Semi-Fowler Hospital Bed with One (01) year

The detailed description along with specification / size / ratings of the items along with qty. to be supplied unit rate and extended value will be as under:

Cost details of equipment:-

Sl. No.	Item Description	Quantity	New Basic rate after GST effect of m/c	Extended value (Rs.)
1	Semi Fowler Bed -250 nos. with 1 year warranty (Make & Model- INMADE SFB- CC01) (Detailed Technical specification will be as per Annexure "A" (enclosed)	250 No GST @18%	4900.00	1225000.00
		(HSN Code No.9402)		
		Freight, Installation & Commissioning		NIL
		Total Landed Cost of Item		14,45,500.00

- TOTAL ORDER VALUE: The total Landed Value of the 250 Nos of Semi Fowler Bed =Rs.14,45,500=00(Rupees Fourteen Lacs, Fourty Five Thousand, Five Hundred only) on F.O.R. Destination basis inclusive of all taxes & duties with one (01) year Guarantee/Warranty.
- 3. PRICE: Firm & On FOR Destination basis, inclusive of Installation and commissioning charges.

Goods & Services Tax(GST):

(a) GST- Payable extra as applicable at the time of supply .The present rate of GST is 18% as per HSN No.9402 (b) The invoice shall be raised by you giving all details as per GST ACT/Rules.

(c) Benefit of any extra input tax credit availed by you, if any, in future shall be passed on to BCCL.

- (d) E-Way bill if required will be arranged by supplier.
- (e) Any increase of taxes & duties beyond the stipulated delivery period will be on your account.
- (f) P&F, Frt.& insurance: NIL.
- 5. PAYMENT TERM: 100% payment of the value of equipment and 100% taxes and duties shall be released within 21 days after receipt of the equipment along with accessories at the site, its successful installation and confirmation of the same by CMO/CMS In charge of the Hospital and receipt and acceptance of Performance Bank Guarantee as per NIT. The tenderer must give their Banker's Name, Address, Branch Code, Type of Account, Account No. & EFT No. for Electronic Fund Transfer or e-payment.

NOTE: You will ensure safe & sound delivery of stores at consignee's end

- 6. MODE OF DISPATCH: By Road on F.O.R. Destination, Freight paid basis
- 7. ROAD PERMIT: E-way bill/ Road permit, if required, will be arranged by supplier and not BCCL.
- 8. <u>DELIVERY PERIOD</u>: To be delivered within Two Months from the 10th day from the date of issue of order and the date of receipt of materials at our stores shall be treated as the date of delivery. Delivery period shall be reckoned from 10th day of placement of order. Any increase in the rate of taxes & duties beyond delivery period will be on your account.
- 9. CONSIGNEE: CMS I/c Central Hospital PO-Jagjivan Nagar Dist Dhanbad 826003
- 10. PAYING AUTHORITY:- The HOD (Fin)MM, Purchase Finance, Koyla Bhawan, B.C.C.L., Dhanbad
- 11. SUBMISSION OF BILL: 100% value of bill duly stamped, signed & pre-receipted in quadruplicate as per terms of the order should be submitted for payment to the paying authority through consignee for payment. Bill should be submitted along with receipted challan, guarantee/warranty certificate, fitment / Test certificate, Price Certificate, Copy of installation & commissioning certificate and any other documents indicated elsewhere in the order.

(Note – All documents to be submitted shall be duly authenticated)

(No payment will be made without submission of Security Deposit (exempted being NSIC registered firm)

	PARTICULARS OF BANK A	CCOUNT:	
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/s Inline Medicare, 33-F, Sector-H, Industrial Area, Govindpura, Bhopal-462023 (MP). Mob:9425007673 Ph:0755-91-4076173/864 Email: inlinemedicare @rediffmail.com	
2	PARTICULARS OF BANK ACCOUNT:		
	A. BANK NAME:	INDIAN BANK	
	B. BRANCH NAME: (Including RTGS Code)	BHOPAL BRANCH (IDIB000BO22)	
	ADDRESS:	161,M.P.NAGAR,ZONE-II,BHOPAL,MP-462011	
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	462019002	
	D. ACCOUNT TYPE:(S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Cash Credit Account	
	E. LEDGER NO./LEDGER FOLIO NUMBER: ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	ACCOUNT NUMBER:- 719697404	

- 13. GUARANTEE /WARRANTY; You shall guarantee for the satisfactory performance of the complete equipment/ stores for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance, whichever is earlier, against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended immediately and replace the materials within 30 days free of cost. A certificate to this effect shall be submitted by you along with the supply.
- 14. LOWEST PRICE CERTIFICATE: You shall submit a certificate along with bill as stated below:

"The rates of the stores under this contract are the lowest at which we are selling to any other Customer / Govt. Deptt./ Subsidiaries of CIL/ Other PSUs. If the materials are sold at any lower rate than that mentioned in this contract to any other agency, the same will automatically be applied to this contract from that date".

15. SECURITY DEPOSIT: EXEMPTED BEING A NSIC REGD. FIRM

16. <u>INSPECTION</u> – Final inspection shall be done after receipt of the material by the representative of consignee at consignees end.

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17. PERFORMANCE BANK GUARANTEE - PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10 % value of the order i.e. Rs 1,44,550.00(Rupees One Lakh Forty Four Thousand Five Hundred Fifty only). The order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) to cover the performance of during the guarantee period of the contract shall have to submitted to MM Deptt ,BCCL, Koyla Bhawan on or before commencement of supply. The PBG should be valid for 18 months from the date receipt of material as per NIT.

The Bank Guarantee should be submitted on non-judicial stamp paper as per the enclosed format attached.

18. PENALTY FOR FAILURE TO SUPPLY IN TIME

Liquidated Damage Clause:

In the event of failure to deliver the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option either to enforce the following:

- a) To recover from the successful bidder 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) and where felt necessary by BCCL it may be increased up to 15%.
- b) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or
- c) To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply/or
- d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 14 (a) of NIT above except in case of force majeure condition.
- e) Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Ltd., 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 other contract, should this sum be not sufficient to recover the full amount recoverable. The successful tenderer shall pay to Bharat Coking Coal Ltd., the balance amount on demand of the remaining balance. The supplier shall not be entitled for any gain on any such purchase.

 f) To forfeit the security deposit fully or in part.

19. PRICE FALL CLAUSE:

i) The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores / Equipment of identical description to its any other customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order sells or offers to sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, the successful tenderer shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

20. INTEGRITY PACT:

You have signed Integrity Pact with NIT. Prof Dr.L.C.Singhi, (Retd. IAS), L-31, Third Floor, Kailash Colony, New Delhi-1004855 will be independent external monitor against it,

21. All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and company's norms.

ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

This contract is concluded with the issuance of this order. Supply order is being forwarded to you. You are advised to acknowledge the receipt and acceptance of the order within 15 days failing which this order shall be deemed to have been accepted for execution

All other terms and conditions shall be as per NIT & GST Act, 2017.

This issues with the concurrence and approval of the competent authority.

(A.K.Pandey) Sr. Manager(MM) Yours fait fully, For & on behalf of Bhara Coking Coal Ltd.

> (N.S.Saini) General Manager(MM)

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no and date	BC &FC No. &dt.
Indent No; -05 dt.14,.02.2017	eBC No: BCCL/C&B/CAP/Reg PN-91/SN-120/e-BCno.12 dated 12-09-17(Cap 17-18) Head:Furniture(New job) for Rs.14,45,500=00
IR No and date	e-FC No 03 dated 06-10-2017 for Rs.14,45,500=00
916197(17-18)dated 08.03.17	

Copy to:

- 1. CMS I/C, Central Hospital, Dhanbad.
- 2. Depot Officer ,Central Hospital,Dhanbad
- 3. HOD(F)MM,KoylaBhawan,Dhanbad,BCCL.
- AM(MM)(Tech Cell), MM Div, Koyla Bhawan.
 - 5. GM(MM)/GM(MM), CCL / WCL/ SECL / MCL / ECL/NCL
 - 6. Prof Dr.L.C.Singhi, (Retd. IAS), L-31, Third Floor, Kailash Colony, New Delhi-1004855
 - 7. Master File / Office Copy.

Enclosure:-

Annexure-I (Technical Specification) Aneexure-II(Format of PBG)

(A.K.Pandey) Sr.Manager(MM)

General Manager(MM)

ANNEXURE A

SCHEDULE OF REQUIREMENT AND TECHNICAL SPECIFICATIONS

SL.	ITEM DESCRIPTION	Technical Specification	Quantity
NO.	1		(No.)
1	Semi Fowler Bed	As per below technical specification	250 Nos
	1		(Two Hundred fifty)

TECHNICAL SPECIFICATION OF Semi Fowler Bed

TECHNICAL SPECIFICATION OF SEMI FOWLER HOSPITAL BED:

- Should have bed frame, lying surface frame, under structure round tube(01 inch-1.25 inch pipe thickness)
 Semi Fowler bed
 Overall Dimension Length 79 inch to 81 inch
 Width- 36 inch to 38 inch

Height- 20 inch to 23 inch from ground to base of bed

Weight: 34 to 50 kg

- 4. Should have fix height two section bed with back rest
- The basic back adjustable bed has facility to raise the back section
- The saction is operated by a crank mechanism provided at the foot end of the bed with handle.
 The raising section allow the nursing staff to change positions for various activities & clinical positions with relative
- 8. Pre- treated and powder coated finish9. Legs fitted with PVC stumps
- 10. Colour- off white.
- 11. Head end height of bed from base of bed 05 inch to 08 inch
- 12. 03 to 05 rods at head end of bed to base of bed.

As confirmed by you during technical clarification:

- 1. Pipe thickness will be 18 G
- 2. Sheet Thickness will be 18 G
- 3. Pipe Frame work will be 25 x50 mm
- 4. Weight bearing capacity 125 kg.

1. Messers	a company having Regd. Office /its office at
	hereinafter called the Seller has entered into a Contract No
(hereinafter	called the said Contract) with Bharat Coking Coal Limited having its
Regd. Office (address to the given	(hereinafter called , the Purchaser) to supply
equipment on the terms and conditions in the said Co	
It has been agreed that hundred percentage	(100%) payment of the value of the equipment will be made to the seller
in the terms of the said Contract on the seller furn	ishing to the Purchaser a Bank Guarantee for the sum of
faithful performance of the terms of the said contra	nt and accessories dispatched by the seller as security for the due and act and against any loss or damage caused to or would be caused to or
suffered by the purchaser by reason of any of the ter	act and against any loss or damage caused to or would be caused to or
The Bank having its o	ffice at has at the request of seller agreed to give the
guarantee herein after contained.	thee at the request of series agreed to give the
) do hereby undertake to pay the amounts due and payable under this
guarantee without any demur merely on a demand f	rom the purchaser stating that the amount claimed is due by way of loss
or damage caused to or would be caused to or suffer	red by the purchaser by reason of any breach by the said seller of any of
the terms or conditions contained in the said contra	act or by reason of the seller's failure to perform the said contract. Any
such demand made on the Bank shall be conclusive.	as regards the amount due and payable by the Bank under this guarantee.
We shall not withhold the payment on the ground th	at the seller has disputed its liability to pay or has disputed the quantum
of the amount or that any arbitration proceeding o	r legal proceeding is pending between purchase and the seller regarding
the claim. However, our liability under this guarante	ee shall be restricted to an amount not exceeding
2 We (A) Cd (B)	
S. We, (Name of the Bank	(x) further agree that the guarantee herein contained shall come into force
from the date hereof and shall remain in full force a	nd effect during the period of the said contract and that it shall continue
to be enforceable till all the dues of the purchase up	nder or by virtue of the said contract have been fully paid and its claim
satisfied or purchase certified that the terms and con	nditions of the said contract have been fully and properly carried out by
the said seller and accordingly discharged the guara	antee .Unless a demand or claim under this guarantee is made on us in
writing on or before the(date to be	givenperiod of contract + 90 days from the date of Bank
Guarantee) we shall be discharged from all liability to	
4. We., (Name of the Bank) further agree with the	purchaser ,that the purchaser , shall have the fullest liberty without our
consent and without affecting in any manner no ob-	ligations hereunder to vary any of the terms and conditions of the said
contract or to extend time of performance by the said	seller(s) from time to time or to postpone for any time or from time to
time any of the powers exercisable by the purchaser	r, against the said seller and to forbear or enforce any of the terms and
conditions relating to the said contract and we sha	Il not be relived from our liability by reason or any such variation or
extension being granted to the said seller or for	any forbearance act or omission on the part of the purchaser, or any
indulgence by the purchaser to the said seller by any	such matter or thing whatsoever which under the law relating to sureties
would be for this provision have effect of an relievin	g us. The Bank further agrees that in case this guarantee is required for a
longer period and it is not extended by the bank bey	ond the period specified above, the bank shall pay to this purchaser the
eaid sum of or such lasser sum as r	may than be due the purchaser and as the purchaser may demand.
5 We (Name of the Rank) lastly un	dertake not to revoke this guarantee during its currency except with the
previous consent of the purchaser, in writing.	dertake not to revoke this guarantee during its currency except with the
	this guarantee and MrManager, who has signed it on
behalf of the Bank has authority to do so.	this guarantee and MrManager, who has signed it on
그리아 생각하다 하는 것이 다른 아이들은 그리고 있다면 하는 것이 되었다면 하는데	the change in the constitution of the Bank or the Contractor.
	nbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing
bank with address and location of the said branch at I	Dhanbad/Kolkata will be as under:
Name of the Bank :	
Name of the Branch :	
Location & address :	
The BG shall be subject to the jurisdiction of the Civ	
The BG shall be subject to the jurisdiction of the	competent courts at Dhanbad District only.]
The Bank guarantee issued by the Bank on behalf	of the supplier in favour of Bharat Coking Coal Limited, shall be in
PC under SEMS made is furnished below	inancial Messaging System". The detail of beneficiary for issue of
BG under SFMS mode is furnished below: Name of Bank : State Bank of India	Name of Bank: ICICI Bank
Branch name : Main Branch Dhanbad or	Branch Name: ICICI Bank, Dhanbad.
A/C no. : 35160317947	A/C no.019605001057
IFSC Code : SBIN0000066	IFSC Code:ICIC0000196.
22 7	
Date Day of	
For Bank	Signature of the authorised person
	for and on behalf of the Bank

alle

ba

Emp. Code.