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: http://www.bcclweb.in

ORIGINAL BY REGD. POST.

SUPPLY / PURCHASE ORDER

Under Jurisdiction of Dhanbad Court and Jharkhand High Court only.

Ref. No: BCCL/PUR/KB/GM(MM)PUR/913212-G/SUCTION MACHINE / OLTE/CHD/17-18/01/66

DATE-21.08.2018

M/S, ALLIANCE MEDICAID, Postal Address-#4863, Street No.17, Durga Puri, Near Petrol Pump Haibowal Kalan,

Ludhiana-141001

HQ-Shop No.5, Shiv Mandir Market, Gali No.1, Joshi Nagar, Haibowal Kalan, Ludhiana-141001. Email:Info@alliancemedicaid.com

Contact Person: Mob: +919815788883 : +919872300555, 998893727

(PAN No.AVAPS7562C) Provisional/Permanent GST ID:03AVAPS7562C1ZR) COALNET PARTY MASTER- AVAPS7562C 00

Sub: This office e-tender no.BCCL/PUR/KB/GM(MM)PUR/913212-G/SUCTION MACHINE/OLTE/CHD/17-18/01 DATED 19-4-2017 opened on 19-5-2017 against Tender ID No. 2017_BCCL_67306_1.

Ref: Your tender/Bid ID No.195713,& subsequent correspondence on the above subject. Last being vide letter no: AF/LDH/99-786 dt.30.07.2018

Dear Sir,

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:

1. SCOPE OF SUPPLY: Supply, Installation& Commissioning of Electric Suction Machine(High Speed)-37 (Thirty Seven) Nos. and Electric Suction Machine(Low Speed)-2(Two) Nos. with One (01) year Guarantee /Warranty Period.

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:-

SI. No	Item Description	Quantity	Per unit Basic rate of m/c (Rs)	Extended value (Rs.)
1	Supply, Installation & Commissioning of Electric Suction Machine(High Speed) Model- AMHSS-980 Make- Alliance (Detail Tech Specs as per Annex.I)	37 nos.	11,482.37	4,24,847.69
2	Supply, Installation & Commissioning of Electric Suction Machine(Low Speed) Model- AMLSS-880 Make- Alliance (Detail Tech Specs as per Annex.I)	02 Nos.	10352.95	20,705.90
		Total Basic Value		445553.59
		GST @ 12% (HSN 90189099)		53466.43
		Frgt, Inst. & Commissoning		00.00
		Total Landed Cost of Machine rounded off to Rupee		4,99,020.00

Total Landed Value of 37 Nos. of Electric Suction Machine(High Speed) and 2 Nos. of Electric Suction Machine(Low Speed) =Rs 4,99,020.00 (Rupees Four Lakh Ninety Nine Thousand Twenty Only.)

- TOTAL ORDER VALUE: The total Landed Value of the 37 Nos. of Electric Suction Machine(High Speed) and 2 Nos. of Electric Suction Machine(Low Speed) =Rs 4,99,020.00 (Rupees Four Lakh Ninety Nine Thousand Twenty 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.

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4. Goods & Services Tax(GST):

- (a) GST- Payable extra as applicable at the time of supply. The present rate of GST is 12% as per HSN No. 90189099
- (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 and not by BCCL.
- (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 FOR CAPITAL EQUIPMENT:

- (A) <u>PAYMENT TERMS</u>: 80% 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 and confirmation of the same by CMO/CMS In charge of the Hospital and receipt and acceptance of Performance Bank Guarantee as per clause No.11 of Commercial terms & Conditions of NIT.
- (B) Balance 20 % payment shall be released within 21 days after successful installation/commissioning and final acceptance of the equipment along with accessories at the site and confirmation of the same by CMO/CMS In charge of the Hospital to the effect that the equipment has been erected and commissioned

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 Six 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. <u>SUBMISSION OF BILL</u>: 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 & Performance Bank Guarantee.

	PARTICULARS OF BAN	NK ACCOUNT:
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	Alliance Medicaid Shop No.5, Shiv Mandir Market, Gali No.1, Joshi Nagar, Haibowal Kalan, Ludhiana-141001. Email:Info@alliancemedicaid.com Mob:998893727
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	ORIENTAL BANK OF COMMERCE
	B. BRANCH NAME: (Including RTGS Code)	HAIBOWAL KALAN BRANCH
		(ORBCO102080)
	ADDRESS:	HAIBOWAL KALAN, LUDHIANA.
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	141022043
	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: F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	ACCOUNT NUMBER:- 20801131000266

12. **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.

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13. **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".

- 14. SECURITY DEPOSIT: You will be required to deposit as security money 10% of the value of the contract i.e. Rs 49,902.00(Rupee Forty Nine Thousand Nine hundred Two only) (including Taxes, duties, and other charges to the FOR Destination prices in case of orders in INR and in case of IMPORT Order by adding the estimated amount of freight, Insurance, Port Insurance and Custom Duties etc. as applicable) without having any ceiling in the form of Bank Draft /Bank Guarantee within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If the successful tenderer fails to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. The Security Money shall be Refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited. The Bank Guarantee should be submitted on non-judicial stamp paper as per the enclosed format attached. (Annexure-II-A)
- **15.** <u>INSPECTION</u> —Final inspection shall be done after receipt of the material by the authorised representative of consignee at consignees end.
- 16. 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 49,902.00(Rupee Forty Nine Thousand Nine hundred Two 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 three months beyond expiry of Guarantee/Warrantee period 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.(Annexure-II-B)

17. 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.

18. PRICE FALL CLAUSE:

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.

19. 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.

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

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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 faithfully, For & on behalf of Bharat Coking Coal Ltd.

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

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no and date	BC &FC No. & dt.
Indent No; - PUR/540006/Misc/CHD/08-	<u>E-BC</u>
09/B/18 dated 17.01.17(revised Indent)	e-BC no. BCCL/C&B/CAP/Reg.PN-223/SN-335/eBC No.12 dt:
	19.07.2018(cap18-19) Head P&M (Others) New Job for Rs.4,99,020.22
IR No and date	E-FC
913212 dated 05.11.2013	e-FC no. 05 dated 17-08-2018 for Rs.4,99,020.02

Copy to:

- 1. CMS I/C, Central Hospital, Dhanbad.
- 2. Depot Officer, Central Hospital, Dhanbad
- 3. HOD(F)MM, Koyla Bhawan, Dhanbad, BCCL.
- 4. 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)
Annexure-II-A (Format of Security Deposit)
Annexure-II-B (Format of PBG)

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

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

ANNEXURE 1

Scope of Supply of Electric Suction Machine (High & Low Speed) for Central Hospital, Dhanbad.

SLNo.	ITEM DESCRIPTION	Technical Specification	Quantity (No.)
1	ELECTRIC SUCTION MACHINE (HIGH SPEED)	As per below technical specification	37(Thirty Seven) Nos.
2	ELECTRIC SUCTION MACHINE (LOW SPEED)	As per below technical specification	02(Two) Nos.

TECHNICAL SPECIFICATION OF ELECTRIC SUCTION MACHINE(HIGH & LOW SPEED).

1. HIGH SPEED

High Suction capacity two 2000 CC bottles, Automatic cut off to prevent overflow. Stainless Steel top. Valve to control speed of suction. Can run continuous for many hours. Quality castor wheels. Noiseless operation., Additional motor protection. Switch 230 volts single phase AC, 1/2 H.P. motor (ISI).- QTY-37 NOS.

2. LOW SPEED

Low speed zero controlled suction machine capacity two 500-1000 C.C bottle suitable for neurosurgery. Automatic cut off to prevent overflow. Stainless Steel Top, Valve to control speed of suction. Can run continuous for many hours. Quality Castrol wheel. Noiseless operation. Additional motor protection (ISI). QTY-2 Nos.

Guarantee/Warranty-Minimum one (01) years warranty.

Annexure-II-A

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd. Koyla Bhawan Koyla Nagar <u>Dhanbad</u> – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office "the Purchaser" (which expression shall unless repugnant to the su agreed under the terms and condition of Contract No	abject or context including its successors and assigns) having ated
We, the(Name of the Bank) do hereby agree that any as regards the amount due and payable by the Bank under this Gua the supplier has disputed its liability to pay or has disputed the between the Purchaser and the Supplier regarding the claim. Howe amount not exceeding Rs	rantee. We shall not withhold the payment on the ground that quantum of amount or that any legal proceeding is pending
We, the(Name of the Bank) do further agree Gu hereof and shall remain in full force and effect up to	Unless demand or claim under this Guarantee is made on
We, the	the Contract from time to time or to postpone for any time or to pagainst the said supplier and to forebear or enforce any of the elieved from our liability by the reason or any such variations arance act or omission on the part of the Purchaser or any matter or thing whatsoever which under the law relating to the Bank further agrees that in case this Guarantee is required priod specified above. The Bank shall pay to the Purchaser the turchaser and as the Purchaser may demand.
The Bank has under its constitution power, to give this Guarantee at Bank has authority to do so. This Bank Guarantee will not be discharged due to the change in the [In case the BGs are from outstation branch of Dhanbad then BG sh with address and location of the said branch at Dhanbad/Kolkata wi Name of the Bank Name of the Branch Location & Address	e constitution of the Bank or the Supplier. all be encashable at Dhanbad/Kolkata branch of issuing bank
Location & Address: The BG shall be subject to the jurisdiction of the competent countries. The Bank guarantee issued by the Bank on behalf of the supplie paper form as well as issued under "Structural Financial Messa under SFMS mode is furnished below: Name of Bank: State Bank of India Branch name: Main Branch Dhanbad A/C no.: 35160317947 IFSC Code: SBIN0000066	er in favour of Bharat Coking Coal Limited, shall be in
Datedday of For	Signature of the authorized person For and on behalf of the Bank Emp. Code.
20/0/0	

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ANNEXURE II-B

FORMAT OF PERFORMANCE BANK GUARANTEE
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 Contract.
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 furnishing to the Purchaser a Bank Guarantee for the sum of equivalent
to 10 % of the value of each equipment and accessories dispatched by the seller as security for the due and faithful performance
of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by the purchaser by
reason of any of the terms or conditions contained in the said contract.
The Bank having its office at has at the request of seller agreed to give the
guarantee herein after contained.
2. We, (Name of the Bank) do hereby undertake to pay the amounts due and payable under this
guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or
damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said seller of any of the
terms or conditions contained in the said contract 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 that the seller has disputed its liability to pay or has disputed the quantum of the amount
or that any arbitration proceeding or legal proceeding is pending between purchase and the seller regarding the claim. However
, our liability under this guarantee shall be restricted to an amount not exceeding
3. We, (Name of the Bank) further agree that the guarantee herein contained shall come into force
from the date hereof and shall remain in full force and effect during the period of the said contract and that it shall continue to
be enforceable till all the dues of the purchase under or by virtue of the said contract have been fully paid and its claim satisfied
or purchase certified that the terms and conditions of the said contract have been fully and properly carried out by the said seller
and accordingly discharged the guarantee .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 under this guarantee thereafter.
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 obligations 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, against the said seller and to forbear or enforce any of the terms and
conditions relating to the said contract and we shall 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 relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it
AND TOTAL TO
is not extended by the bank beyond the period specified above, the bank shall pay to this purchaser the said sum of
or such lesser sum as may than be due the purchaser and as the purchaser may demand.
5. We, (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the
previous consent of the purchaser, in writing.
6. The Bank has under its constitution power to give this guarantee and MrManager, who has signed it on
behalf of the Bank has authority to do so.
7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at 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 civil courts Dhanbad District only.]
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
paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG
under SFMS mode is furnished below:
Name of Bank : State Bank of India
Branch name : Main Branch Dhanbad
A/C no. : 35160317947
IFSC Code : SBIN0000066 Date Day of20
For Bank Signature of the authorised person
for and on behalf of the Bank
F. 0.1

Emp. Code.