

BHARAT COKING COAL LIMITED
 (A Subsidiary of Coal India Limited, A Maharatna Company)
 Office of the General Manager(MM) Materials Management Department,HQ
 OFFICE at-Washery Division, CCWO, Saraidhella, Dhanbad-828127.
 Tel.No.0326-2222647,Fax No.0326-2222644/2203996
 Web site: www.bccl.govt.co.in

Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

SUPPLY/PURCHASE ORDER Ref No. BCCL/MMD/ PUR/ **511089-A**/OXY-PSA Oxygen concentrator
 /CHD/11-12/e-tender/97 / 13

Dated 30.11.2012 /4.12.2012

To

By **Regd. Post**

M/s Merak Sales

Street No:06

Jaiprakash Nagar, Bartand.

Dhanbad-826001, Jharkhand

Vendor Code No:1/22/D/T/507

Sub: Supply of OXY-PSA Oxygen Concentrator - 6 Nos for CHD of Model-2095 and Make -Macons Laboratory-Thane,Maharashtra-401210

Ref: 1. tender No:BCCL/MMD/ PUR/ **511089-A**/OXY-PSA Oxygen concentrator /CHD/11-12/e-tender/97 opened on 15.11.2011 and our letter no.6711 dt.26.11.2011,6951-55 dt.3.01.2012,7247-49 dt.28.01.2012,15 dt. 05.06.2012

2.Your Offer No:1.MKS/11-12 dated November 11,2011and letter no. MS/038/11-12 dt 27.10.2011, MS/042/11-12 dt 30.01.2012, MS/045/11-12 dt 27.02.2012, MS/12-13/022 dt 08.06.2012, MS/12-13/034 dt 27.10.2012& MS/12-13/039 dt 27.11.2012

Dear Sir,

With reference to the above, we for and on behalf of BCCL hereby place a Purchase Order for supply of **OXY-PSA Oxygen Concentrator - 6 Nos for CHD of Model-2095 and Make -Macons Laboratory-Thane,Maharashtra-401210** with technical details as per Annexure enclosed at the following price, terms and conditions: -

SCOPE OF SUPPLY:-Value of Equipment (Capital)-

Sl. No	Item details	Quantity	Unit Price Rs.	Total landed price for 06 Nos Rs.
1	OXY-PSA Oxygen Concentrator Make-Macons Laboratory-Thane,Maharashtra Model-2095WNB	6 Nos	160800.00	180418x6= Rs.1082508
		Excise duty	NA	
		Packing,		
		Forwarding@ 1.7%	2734.00	
		Freight @5%	8040.00	
		Insurance @0.5%	804.00	
		VAT Extra @5%	8040.00	
		Unit landed price .	180418.00	

Total landed Cost of 06(six) nos of Machine =Rs.1082508.00

Note:- Warrantee for 02(Two) years i.e. The supplier should warranty for the satisfactory performance of the complete equipment for a period of 24 months from the date of commissioning or 30 months from the date of dispatch, whichever is earlier and AMC for 09 (nine) years.

Detailed Technical Specification :- As per Annexure enclosed herewith.

TERMS & CONDITIONS :

1.Payment Terms: 100% within 21 days after receipt, acceptance and commissioning of the Equipment or submission of bills whichever is later.

2. Price –Firm, FOR Destination, inclusive of Installation and commissioning

3. Taxes and Duties- (a.) Sales Tax – VAT @ 5% extra against documentary evidence, (b) Excise duty-NA, (c) Packing, Forwarding @ 1.7% extra, (d) Freight @5% extra, (e) Insurance @ 0.5% extra, (f) Installation and commissioning- Included in the basic price.(g) Service Tax- Nil

4. **Delivery:** Within 6 months from the date of purchase order.

5. **Guarantee/Warranty:-**Warranty for 02(Two) years i.e. The supplier should warranty for the satisfactory performance of the complete equipment for a period of 24 months from the date of commissioning or 30 months from the date of dispatch, whichever is earlier.

6. **SECURITY DEPOSIT:** You will be required to deposit 10 % security money of the total ordered value (Value means FOR destination price including taxes, duties, transportation & Insurance charges and other charges) i.e. Rs. 108251=00 (Rs. One lakh eight thousand two hundred fifty one only) in the form of Bank Draft/Bank Guarantee of any schedule Bank against the supply order within 15 days from the date of receipt of this order. **Bank draft should be drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad** .In case the firms fail to deposit the same, the supply order shall be cancelled and the case shall be processed to procure from elsewhere and performance is to be kept recorded for future dealings. The security money will be refunded to within 30 days of satisfactory execution of the contract (Execution of the contract means successful completion of supplies against orders placed). For unsatisfactory performance and/or contractual failure the security money shall be forfeited. EMD amount, wherever necessary, will be refunded after deposit of Security Money

7. **Performance Bank Guarantee** – A Performance Bank Guarantee on schedule / national Bank in India (**Bank Guarantee valid for the period of 30 (Thirty) months for 10% value of the order** i.e. Rs. 108251=00 (Rs. One lakh eight thousand two hundred fifty one only) (Value means FOR destination price including taxes, duties, transportation & Insurance charges and other charges) must be submitted along with the supply which will be refunded to the firm after satisfactory performance (completion of a period of 30 months)or otherwise may be. Performance bank guarantee will be released after submission of **Lateral Security Deposit for AMC**

8. Bank details of the Firm -

M/s Merak Sales.

Branch Name - Vijaya Bank,RTGS Code-8402, Dhanbad.

Address – Bank More,Dhanbad, Jharkhand

Accounts No: OD-840200300003513,Current Account, Digit Code no. of the Bank-000029000

NOTE : Safe arrival of materials shall be your responsibility.

9. **Inspection** – Final inspection shall be carried out at the consignee end or by his authorized representative after receipt of materials. If materials found defective or not as per order will be replaced free of cost within 7 days.

10. **PENALTY FOR FAILURE TO SUPPLY IN TIME**

The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

In the event of failure to deliver the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:

a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (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 delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.

b) 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 a similar description without canceling the supply order in respect of consignment not yet due for supply or

c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the 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 en-cash any Bank guarantee which is available for recovery of the penalty or

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

g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL 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 Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

11. PRICE FALL CLAUSE.

i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.

ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGM(MM), Bharat Coking Coal Limited, Commercial Block, Level -III, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier. 10. Submission of Bills-Pre-receipted stamped original bill for 100% value in triplicate along with delivery challan in original, Manufacturers Test certificate or any other certificate, Guarantee/ Warranty certificate, Installation report duly vetted by user, Bank Guarantee, a certificate by user in respect of submission/conclusion of CAMC agreement and other relevant documents should be submitted to the Paying Authority of CHD/KB.

12. Complete Training to technicians to be provided.

13. **Annual Maintenance Contract (AMC):-** To be concluded at the time of supply of machine at consignee end with Principal Company, Supplier and Chief of Medical Services, Central Hospital, Dhanbad for the period starting after warranty period. {Note-M/s Merak Sales, Dhanbad have agreed to provide two items free of cost under AMC period which needs statutory change. The name of the items are 1. Pressure regulating valve (P.R.V) and 2. P.U.Pipe of size 4 mm of length 1.5 Ft (whenever required)}.

The amount payable for AMC charges on year basis is given below:-

AMC Charges (Revenue)-

AMC Period	AMC yr from (2015-24)	Total amount for 09 Yrs of AMC after two year of Warranty for six machine	Remark
For 09 Yrs after Two (02) Yrs Warranty	1 st year	Rs. 9760x6=Rs.58560	No service tax payable.
	2 nd year	Rs. 10120x6=Rs.60720	
	3 rd year	Rs. 10480x6=Rs.62880	
	4 th year	Rs. 10880x6=Rs.65280	
	5 th year	Rs. 11320x6=Rs.67920	
	6 th year	Rs. 11760x6=Rs.70560	
	7 th year	Rs. 12240x6=Rs.73440	
	8 th year	Rs. 12720x6=Rs.76320	
	9 th year	Rs. 13200x6=Rs.79200	
	Total:-	Rs. 614880=00	

Total Cost of AMC Charge= 6x102480 = Rs. 614880 (Rupees Six lakh fourteen thousand eight hundred eighty only)

Scope, Terms and condition for entering into Annual Maintenance of Medical Equipment beyond the Guaranty/Warranty Period of 2 (Two) Years:-

i. The maintenance of the equipment on site, for a period of 09 years beyond the Guaranty/Warranty period of 2 years shall be the responsibility of the supplier and the charges thereof shall include the charges towards repairs but exclude the cost of all parts as may be required.

ii. **Preventive maintenance** of the equipment, in the third month of each quarter, beyond the Guaranty/Warranty period specified in the order, shall be carried out by the supplier.

iii. **The breakdown calls** shall be attended by the supplier within the shortest possible time and in case no spare parts are required, the equipment shall be put back into operation within three days of the receipt of written or verbal/telephonic intimation of the breakdown.

In case, however, any consumables, spare parts and assemblies are required the formal offer for supply shall be submitted by the suppliers within three days of the receipt of written or verbal/telephonic intimation of the breakdown and the equipment shall be made operational within three days of the receipt of intimation by BCCL that the required spares have been positioned.

It shall simultaneously be the responsibility of the supplier to position at site any consumables, spare parts and assemblies as may be required during the period of maintenance, immediately or in any case not later than within 15 (days) of the receipt of the commercially clear order for supply of the items.

iv. Penalty:

a. In case the supplier does not provide the Preventive Maintenance in any quarter an amount of double of the Quarterly Maintenance Charges shall be deducted from the supplier's bills for the succeeding quarter.

b. In case of breakdown of equipment, where spare parts are not required to make the equipment operational, in case the equipment is not made operational within three days of the receipt of the intimation of the breakdown by the supplier, for every day's delay beyond three days penalty shall be imposed @ double per day maintenance charges worked out on pro rata basis of the Annual Maintenance Charges and shall be deducted from the bills for maintenance charges for the corresponding quarter.

c. In case of breakdown of equipment, where spare parts are required to make the equipment operational, if the equipment is not made operational within three days of the receipt of the intimation of the positioning of the spares breakdown by the supplier, for every day's delay beyond three days penalty shall be imposed @ double the per day maintenance charges worked out on pro rata basis of the Annual Maintenance Charges and shall be deducted from the bills for maintenance charges for the corresponding quarter.

d. In case of orders placed for the repair/replacement of consumables, spare parts and assemblies required for equipment under breakdown, if the items are not delivered within 15 (fifteen) days from the receipt of order, for each days delay penalty shall be imposed at double the per day maintenance charges worked out on pro rata basis of the Annual Maintenance Charges and shall be deducted from the bills for maintenance charges for the corresponding quarter.

v. The bidder shall undertake and ensure the availability of consumables, spare parts and assemblies for the equipment for the entire period covering the Guarantee/Warranty and the period of the post Guarantee/Warranty maintenance. In case the offer, in the instant tender, has been submitted by a firm authorized by the Manufacturer (Principal) an undertaking from the Principal confirming that "they shall undertake and ensure the availability of consumables, spare parts and assemblies for the equipment for the entire period covering the Guarantee/Warranty and the period of the post Guarantee/Warranty maintenance." shall be required to be submitted, by the bidders, in the **Part-I SECTION-B** of the offer submitted against this tender.

vi. Payment Terms for 'Maintenance Charges (MC)'/Paying Authority:

a. The quarterly MC bills (being the pro rata amount for three months of the 'Annual Maintenance Charges') along with the 'Service Report' for the preceding quarter and the 'Completion Certificate' from the concerned Head of the Department (HOD to be confirmed by the consignee) shall be raised after the completion of each quarter which will be paid by cheque within 30(thirty) days after receipt and acceptance of the same.

Penalty Charges for the preceding quarter, if any, shall be recovered from the quarterly bill.

During the "Contract Period" no interest is payable on any amount whatsoever to the successful Bidder / Supplier if any.

b. **Paying Authority:** CM(F), CHD, BCCL, Dhanbad

vii. **Lateral Security Deposit:** Security Deposit for an amount of 10% of the **Annual Maintenance Charges** (the maximum of any of the year's of the maintenance period) shall be required to be submitted by the successful bidder. The Security Deposit may be submitted in the form of Bank Draft of any schedule bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad/Bank Guarantee (Format enclosed)

within 15 days from the date of placement of order. The Bank Guarantee shall be valid for a period of six months beyond the scheduled maintenance period of the equipment.

. **Jurisdiction** – The district court at Dhanbad or High Court of Jharkhand shall have exclusive jurisdiction to entertain any application / litigation touching the ~~Bipartite~~/Tripartite AMC/GAMC agreement.

Agreement for AMC – There will be an agreement with CMS(l/c), CHD and the Principal Company M/s Macons Laboratory, Thane and M/s Merak Sales, Dhanbad for operation of Annual Maintenance Contract(AMC) as per above terms.

AMC terms & Conditions are noted above for agreement which will be signed and submitted at the time of supply of the equipments on Non –Judicial Stamp Paper of Rs. 100/-.

14. Lateral Security Deposit for AMC: The firm will deposit 10% of the value of AMC as a lateral security ie Rs. 79200=00 either in the form of Bank Draft in name of “BHARAT COKING COAL LIMITED” payable at Dhanbad or in the form of Bank Guarantee of any scheduled Bank valid for six months beyond the AMC period. It shall be deposited within 15 days from the date of conclusion of Annual Maintenance Contract after warranty period. Lateral Security Deposit will be released after satisfactory performance of AMC.

15. Installation - The equipment will be installed and commissioned successfully by the Firm free of cost.

16. Packing: Consignment shall be supplied in suitable standard proper packing's.

17. Force Majeure Clause – If the execution of the supply order is delayed beyond the period stipulated in the supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL 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.

18. Consignee –Depot Officer, O/o CMS, Central Hospital, Saraidhela, Dhanbad.

19. Paying Authority- CM (F),Central Hospital, Dhanbad.

20. You will have to submit Lowest price certificate with bill that 'Prices charged are the lowest and is the same as applicable to other Govt/Semi Govt/Undertaking Departments.'

21.Submission of Bills-Pre-receipted stamped original bill for 100% value in triplicate along with delivery challan in original, Leaflets and Technical Details, Manufacturers Test certificate or any other certificate/ Guarantee/ Warranty certificate, Installation report duly vetted by user, Bank Guarantee, and other relevant documents should be submitted to the Paying Authority.

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

23. OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS WILL BE AS PER OUR NIT WHEREVER THESE COULD NOT BE INDICATED.

This is issued with the approval of competent authority.

ENCLOSURES:-

- 1..Detailed Technical Specification –Annexure-“A”
- 2.Bank Guarantee SD/PBG format- Annexure –“B”
- 3.Leaflets and Technical Parts-05 pages
- 4.List of Accessories to be supplied free of cost-1 page
- 5.Integrity Pact-04 pages
- 6.Copy of Advance Budget-01 Page
- 7.Bank Details of the firm-01 Page
8. General Terms & Condition-0 Page

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(P.RANJAN)

Senior Manager (MM)WD

INDENT REFERENCE

Sl. No.	Indent no. and Date	Budget Certification no. & date

1.	Capital Indent no. NIL dated 04.04.2011 of CHD.	Cost & Budget Department Cell BCCL/Project—Existing Mining Code 7622 , Head P&M/L.F-01 SI no.of indent 02 dated 22.07.2011 certified for Rs.65.80 Lakhs Account No.- Capital vide No. P&M/ BCCL/C&B/Cap/12-13/P&M(Safety)/CHD/100/03/17 dated 06.08.2012 and corresponding e FC No-08 dated 16.11.2012 for Rs. 1082508=00
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Copy to:

1. CMS(I/c), CHD, Saraidhela, Dhanbad.
2. Chief Manager (F) Central Hospital, Dhanbad- With request to make provision for payment of AMC starting from 2015-2016 to 2023-2024 as per approval for advance budget; communicated vide letter no. BCCL/FIN(C&B)/12/D/226 dated 19.10.2012 issued from the office of HOD(C&B), BCCL, Koyla Bhawan (Copy enclosed)
3. MM(Tech Cell), MM Department, Koyla Bhawan
4. Sr. MM Store (Depot Officer), Central Hospital, Saraidhela, Dhanbad
5. Master File/Office Copy.
6. CGM(MM)/GM(MM), CCL / NCL / WCL/ SECL / MCL / ECL /CMPDIL

Annexure-“A”

Technical specification of OXY-PSA Oxygen Concentrator with AMC for 09 years beyond Warranty 02 (Two) years. Quantity 06 Nos.

- | | |
|---|----------------------------|
| 1. Flow rate | up to 5 litres/Minute |
| 2. Oxygen Concentration | 90 to 95% |
| 3. Oxygen Delivery pressure | 4 to 10 psi |
| 4. Power supply | 220 +- 10% |
| 5. Sound Level | <52db |
| 6. Power consumption | 400 to 500 watts |
| 7. Temperature alarm | Audio & Visual Indicator |
| 8. Timing Function | Digital Display |
| 9. Power off Alarm | Audio & Visual |
| 10. Accumulating Hour Display | Digital Display |
| 11. Single use Hour Display | Digital Display |
| 12. Oxygen Delivery Pressure Display | Digital Display. |
| 13. O2 (Oxygen) Concentration Indicator | Visual Indicator |
| 14. SPO2 | Digital display with probe |
| 15. Flow Meter | Luminescence |

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Format of Bank Guarantee for Security Deposit/PBG: ANNEXURE “B”

(RS.100 non-judicial stamp paper)

Messrs -----, a Company having its office ----- (hereinafter called the Contractor) has entered into a Contract No. ----- dated ----- (hereinafter called the said Contract) with Bharat Coking Coal Limited (hereinafter called BCCL, Buyer) to supply equipment on the terms and conditions contained in the said contract.

1. It has been agreed that hundred percent (100%) payment of the value of the equipment will be made to the Contractor in terms of the said contract on the Contractor furnishing to the purchaser a Bank Guarantee for the sum of ----- equivalent to 10% of the value of order by the Contractor, 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 Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said contract.

The ----- having its office at -----has at the request of Seller agreed to give the guarantee hereinafter contained.

2. We, -----Bank Ltd. 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 or any of the terms and 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 purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We, -----, 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 that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the ----- (date to be given), we shall be discharged from all liability under this guarantee thereafter.

4. We ,-----Bank Ltd., further agree with the Purchaser, that the Purchaser, shall have the fullest liberty without our consent and without effecting in any manner our 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 relieved 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 or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Purchaser the said sum of -----(specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

5. We,-----Bank Ltd., further agree to renew the Bank Guarantee from time to time at the request of the BCCL.

6. We, -----Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

7.. The Bank has under its constitution power to give this guarantee and ----- who have signed it on behalf of the Bank have authority to do so.

8. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Dated :..... Day of 20.....

for Bank Limited.

Signature of the authorised person

for and on behalf of the Bank.

