



BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited, A Maharatna Company)
Office of the General Manager (MM) Materials Management Department

Commercial Block L-III , Koyla Bhawan : Koyla Nagar

Dhanbad : 826005 Jharkhand

Fax No- 0326-2230183, E mail- mgr01 mm@ bccl.gov.in

Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

**SUPPLY/PURCHASE ORDER No: BCCL/PUR/540080-0277/ECG Machine/CHD/09-10/
e-Tender/17/ 155.**

Dated 08.10.2011

Regd Post

**To,
M/s Ritika Enterprises,
Ratanjee Road, Purana Bazar
Dhanbad**

Vendor Code No:1/22/D/T/369.

Sub:- Supply of Single chamber 12 lead ECG Machine Make-BPL Model-108T-DIGI

Our Ref: E-tender No. PUR/ 540080-0277/Semi auto Analyser & ECG Machine /CHD/09-10/e-Tender/ 17 / Dated 17.05.10 opened on 09.08.2010

Your Offer no. RE/2010-11/83 Dated 09.08.2010 & Your letter No: Nil dated 06-10-2010, RE/10-11 dated 23.01.2011, 30.04.2011, 10.06.2011, 27.06.2011, 13.07.2011, 30.07.2011, 22.08.2011 & 03-10-2011

Dear Sir,

With reference to the above, we for and on behalf of BCCL hereby place Purchase Order for supply of Single chamber 12 lead ECG Machine Make-BPL, Model-108T-DIGI with technical details as per Annexure enclosed at the following price, terms and conditions: -

1. SCOPE OF SUPPLY:-

Sl.	Item details	Quantity	Unit Rate Rs.	Value in Rs.
1	Single chamber 12 lead ECG Machine Make-BPL Model-108T-DIGI with accessories including Cable-1No.	20 Nos. Packing, Forwarding Excise duty Freight & Insurance VAT Extra @4% Total Landed Value:	18000.00 Nil Nil Nil Rs.720.00	3,60,000.00 14,400.00 <u>3,74,400.00</u>

(Rs. Three Lakh Seventy Four Thousand Four Hundreds only)

Note:- Warranty for one year i.e. 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of materials and CAMC for 7 years

Detailed Technical Specification :- As per Annexure enclosed herewith.

TERMS & CONDITIONS :

1. Payment Terms- (i) 80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made after receipt and acceptance of material at site by the consignee within 21 days.

(ii) Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the **User** /Project Officer/ CGM(Excv) /GM(E&M) to the effect that the equipment/P&M item has been erected and commissioned to their entire satisfaction. However, if the equipment is not put to use by the project within 60 days from the date of receipt and acceptance at consignee's end, the balance 20% shall be released

2. **Prices:** Firm and FOR Destination.

3. **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. 37440=00 (Rs. Thirty seven thousand four hundred & forty 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.

4. **Performance Bank Guarantee** – A Performance Bank Guarantee on schedule / national Bank in India (**Bank Guarantee valid for the period up to six months after the expiry of the warranty period**) for **10% value of the order** (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 extended depending up on the merit of the case. Performance Bank Guarantee shall be for the performance of the Contract/Supply order.

5. **FREIGHT, INSURANCE, PAKING, FORWARDING** etc. – Inclusive.

6. **Excise Duty** –N/A, it is not applicable.

7. Bank details of the Firm

M/s Ritika Enterprises.

Branch Name - Vijaya Bank-8402 Dhanbad.

Address – Dhanbad, Jharkhand

Accounts No: OD-840206110250028

8. **DELIVERY SCHEDULE:-** Within 30 days from the date of receipt of confirmed purchase order.

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. Guarantee /Warranty –

Materials supplied should be guaranteed for a period of one year i.e. 12 months from the date of commissioning or 18 months from the date of receipt and acceptance whichever is earlier. Any defect observed on this account shall be attended within 03 days from the date of receipt of report and replace the materials within 15 days free of cost.

13. Complete Training to technicians to be provided.

14. **Comprehensive Annual Maintenance Contract (CAMC):-** To be concluded at the time of supply of machine at consignee end.

You will deposit Rs. 26000=00 (Rs. twenty six thousand only) as lateral security deposit for CAMC agreement & warranty period (i.e. for eight years- one year warranty & seven year paid CAMC) either in the form of Bank Draft or Bank Guarantee of any schedule Bank in name of "BHARAT COKING COAL LIMITED" payable at Dhanbad. Your lateral security deposit will be released after satisfactory performance of CAMC agreement.

The Comprehensive Maintenance Contract (with spares) will start after successful completion of one year warranty period i.e. 12 months from the date of commissioning or 18 months from the date of receipt and acceptance whichever is earlier.

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

Single chamber 12 lead ECG Machine, Make-BPL Model-108T-DIGI

CAMC Year	Total amount for 07 Yrs of CAMC after one year of Warranty
1 st year	Rs.1800.00
2 nd year	Rs.1800.00
3 rd year	Rs.1800.00
4 th year	Rs.1800.00
5 th year	Rs.1800.00
6 th year	Rs.2000.00
7 th year	Rs.2000.00
Total:-	Rs.13000
	Total CAMC cost Rs.13000 without service tax for each machine
	For 20 Machine- 13000 x 20 =2,60,000.00

Scope, Terms and condition for entering into Comprehensive Annual Maintenance Contract (CAMC) after expiry of warranty:-

Preventive Maintenance Visit- The bidder will render 4(four) nos. of Preventive Maintenance Visits for periodic servicing. The Preventive Maintenance Visit will be equally spaced per annum.

Breakdown visit- There will be any number of breakdown visit on as and when required basis.

Any breakdown call shall be attended within shortest possible time so that the equipment should be put back to operation within 1 to 3 days of intimation date. Intimation for breakdown call should be passed on to the service provider by telephone / fax or any other fastest mode.

Uptime guarantee: 95% of uptime guarantees should be ensure during AMC/CMC period i.e. the equipment should be in complete working condition for not less that 347 days out of 365 days in a year beyond which downtime time penalty shall be imposed.

Similarly during warranty period if the total downtime exceeds 18 days in a year the warranty period shall be extended to cover the downtime period.

Downtime penalty: If total period of breakdown is more than 18 days in a year then downtime penalty shall be imposed @ double the pro-rata basis of ~~AMC~~ /CMC charges per day and amount of penalty so calculated shall be deducted from the bill for last preventive maintenance visit during the corresponding year.

Lateral security deposit for ~~AMC~~ /CMC: The bidder must agree to deposit @ 10% of total yearly ~~AMC~~ /CMC value as lateral security in form of Bank draft /Bank Guarantee at the time of tripartite agreement.

Guarantee for availability of spare parts during whole ~~AMC~~ /CMC Period- The bidder/Principal company must ensure availability of spare parts during whole ~~AMC~~ /CMC Period in case principal company changes their dealer during the warranty and post warranty ~~AMC~~ /CMC, it will be responsibility of principal company to ensure execution of contract of ~~AMC~~ /CMC by the new dealer.

Payment Terms for ~~AMC~~ /CMC- Payment for ~~AMC~~ /CMC will be made on pro-rata basis after each Preventive Maintenance Visit upon submission of successful service report and bill for the same. No advance payment will be made for ~~AMC~~ /CMC.

Bipartite/Tripartite Agreement- If tender is submitted by a dealer on behalf of Principal company then Tripartite Agreement involving BCCL, Bidder and the Principal company will be applicable at the time of placement of supply order on successful bidder. If the bidder itself is a manufacturer of quoted equipment then Bipartite Agreement will be between BCCL and Bidder.

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~~ /CMC agreement.

Agreement for CAMC – There will be an agreement with CMS, CHD and the Principal Company M/s BPL Limited, Health care Group, Kolkata & M/s Ritika Enterprises, Dhanbad for operation of Comprehensive Annual Maintenance Contract(CAMC) as per above terms.

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

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

16. **Force Majure 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.

17. **Consignee** –~~Depot Officer, O/o CMS, Central Hospital, Saraidhela, Dhanbad.~~

18. **Paying Authority-** ~~Senior Manager (F),Central Hospital, Dhanbad.~~

19. 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.'

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

21. 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:-

2. Detailed Technical Specification –Annexure-“A”
3. Bank Guarantee format- Annexure –“B”

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

(M.Chandra)
Senior Manager (MM)

INDENT REFERENCE

Sl. No.	Indent no. and Date	Budget Certification no. & date
1.	<u>Capital Indent no. 01/09-10 dated 11.04.2009 &</u>	Cost & Budget Department BCCL /Project/Unit—CHD Code 7622 ,
2.	<u>Nil dated 03.09.2009 of Koyla Nagar Hospital Distribution of PME Center of BCCL</u> <u>Indent Registration no-080/(09-10)</u> Dated 06.06.2009 & 0277(09-10 dated 10.11.2009.	Budget certified for Rs.3,74,400=00 Account No.- Capital vide No. P&M/ BCCL/C&B/BE/11-12 No-91 Dated 17.09.2011.

Copy to:

1. CMS, CHD, Saraidhela, Dhanbad.
2. Senior Manager (F) Central Hospital, Dhanbad. With request to make provision for payment of CAMC during December 2012(2012-2013) to November 2019 (2019-2020) as per approval for advance budget communicated vide letter no. BCCL/FIN(C&B)/11/D/131 dated 30-09-2011 by 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

