



**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited, A Maharatna Company )  
Office of the General Manager(MM) Materials Management Dept.HQ,  
Office at CCWO, Post CCWO, SteelGate, Saraidhella,  
Dhanbad - 828127.  
( Phone No.0326-2202002 Fax No.0326-2222644)

Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

SUPPLY/PURCHASE ORDER

No- **BCCL/MMD/ PUR/540282/500mA X-ray Machine/CHD e-tender global/08-09/2011/89/35**  
Dated 19.03.2014

To,  
**M/S ADONIS MEDICAL SYSTEMS PRIVATE LIMITED,** Regd.Post/Fax No.0172-5093601  
E-70, Phase VIII, Industrial Area,  
Mohali(Chandigarh)-160055.  
(Vendor Code :1/24/M/T/010 )  
(P tax reg/Enrl no-03881060070 )  
(PAN -AACCA9866F)  
Ph No.0172-5098539  
e-mail:adnois @ adnoismedical.com

Sub :- Supply of 500 mA X-Ray Machine (AE 500 HF-Make Adonis)


Ref:- 1.Our tender enquiry No BCCL/MMD/PUR/540282/500mA X-ray Machine/CHD/ e-tender global/08-09/2011/89. Opened on 08.11.2011 , Our letter no. 6367 dt 7.12.2011,7210-12 dt 20/23.1.2012, 28 dt. 4.7.12, 184 dt. 5.11.12, 188 dt. 8.11.12, 286 dt. 19/21.1.2013,412 dt. 4.4.13,Nil dt 30.04.2013,470 dt. 20.05.13,505 dt.14/17.6.13,

2.Your offer/letter No: AMS/BCCL/060 dt. 03.11.2011, No.AMS/CHD/2011-12 dt. 12.12.11, AMS/BCCL/060/1dt.16.12.2011,No.BCCL/060/2 dt.24.1.2012, AMS:BCCL/060/3 dt. 28.7.12,AMS:BCCL/060/3 dt. 7.11.12, AMS:BCCL/060/4 dt. 21.1.2013, AMS:BCCL/060/4 dt. 23.2.2013, Nil dt. 11.4.13, AE:MKG:BCCL:60/250613 dt. 25.06.13, AMS:BCCL:060/6 dt. 15.2.2014

Dear Sir,

With reference to the above, we for and on behalf of BCCL hereby place a Purchase Order for supply of **500 mA X-Ray Machine(AE 500 HF-Make Adonis-1set** having Warranty of 03 (Three) years & CAMC for 10 (Ten) years after Warranty period with technical details as per Annexure enclosed at the following price, terms and conditions: -

Description of Items	Quantity	Present Unit Basic Rate(Rs.)	Total Unit Landed Rate(Rs.)
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19/3/2014







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the CMS(I/c),CHD to the effect that the equipment has been erected and commissioned to their entire satisfaction. However, if the equipment is not put to use by the CHD within 60 days from the date of final acceptance at consignee's end, the balance 20% shall be released.

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

**3. Taxes and Duties-**

- (a.) Sales Tax – (without form C) -Will be payable extra at actual against documentary evidence, at present CST is payable @ 6.5% on ( Basic + Excise) Value extra .
- (b) Excise duty- Will be payable extra at actual against documentary evidence, at present ED is payable @6.18% on basic value
- (c) Packing & Forwarding Charges (Rs) @1% of ( Basic +Excise + CST) Value
- (d) Freight (Rs) @ 3% of Basic Value
- (e) Transit Insurance (Rs) @ 0.104% of ( Basic +Excise + CST) Value
- (f) Installation and commissioning- Included .
- (g) Service Tax- Will be payable extra at actual against documentary evidence, at present ST is payable @ 12.36% for CAMC charges.

However you have to furnish a certificate at the time of claiming reimbursement of service tax stating the rate of service tax at which the service tax has been paid and confirming that reimbursement for this amount has not been claimed for any place anywhere in India.

**4. Delivery:** The supply shall be made **within 60 days** of the date of receipt of order . Delivery schedule shall be reckoned from the 10TH day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non acceptance at the stores.

**5. Guarantee/Warranty:-**Warrantee for 03(Three) years i.e. You will warranty for the satisfactory performance of the complete equipment for a period of 36 months from the date of commissioning or 42 months from the date of dispatch, whichever is earlier.

The supply shall be covered by the maker's standard guarantee as follows: The supplier shall warrant that the items supplied under the contract / supply order

a. Is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.

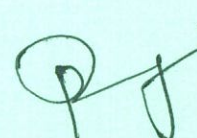
b. Is in accordance with the contract specifications.

c. Shall have no defects arising out of design, materials or workmanship.

The supplier shall guarantee for the satisfactory performance of the complete equipment/ stores for a period of 36 months from the date of commissioning or 42 months from the date of dispatch, whichever is earlier. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The bidder will be required to stock spare parts to take care of warranty failures.

The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace the defective parts/stores, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

The bidder will be required to stock spare parts/stores to take care of warranty failures. Spares/stores should be available within 2 weeks of the breakdown being intimated to them. The guarantee/composite warranty shall be submitted along with the bill.

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6. **SECURITY DEPOSIT:** You will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices ) ie Rs. 1,40,807.19 without having any ceiling in the form of Cash/ Bank Draft / Bank Guarantee within 15 days from the date of order . 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. **For successful tenderers, 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 Rs.250/- or equivalent amount non-judicial stamp paper as per the enclosed format.

The Security Deposit shall be refunded after successful completion of the insatallation & commissioning and against receipt of the acceptable performance Bank Guarantee.

7.**PERFORMANCE BANK GUARANTEE:** You shall furnish a Performance Guarantee equivalent to 10% of the total value of the supply order / contract (by adding Excise Duty and Sales Tax,etc to the FOR destination price of the equipment ordered, in case of suppliers from purchaser's country and the estimated Marine Freight & Insurance, port charges and Customs Duty etc., in case of imported items) ie Rs. 1,40,808=00. The performance guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached (on a non judicial stamp paper of value Rs.250.00 or equivalent only). This Bank Guarantee shall be initially valid for a period of 39(thirty nine) months from the date of dispatch of the equipment and the same shall either be released after or extended depending upon the merit of the case. This Performance Guarantee shall be for the performance of the Contract / Supply Order.

8..**Comprehensive Annual Maintenance Contract (CAMC) for ten (10) years :-** To be concluded at the time of supply of machine at consignee end with the Suppliers(you / your principal) and Chief of Medical Services(I/c), Central Hospital, Dhanbad for the period starting after warranty period.The CAMC will be concluded at the time of supply of the machine.

**Scope, Terms and condition for entering into** Comprehensive Annual Maintenance of Equipment for 10 years for the machine beyond the Guaranty/Warranty Period of three year is attached herewith.

9. **Lateral Security Deposit for CAMC:** The firm will deposit 10% of the value of CAMC ie Rs. 3203=00 only as a lateral security 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 CAMC period. It shall be deposited within 15 days from the date of placement of order. Lateral Security Deposit will be released after satisfactory performance of CAMC.

10.**Bank details of the Firm -Enclosed**

VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS:

M/S ADONIS MEDICAL SYSTEMS PRIVATE LIMITED,,

E-70, Phase VIII, Industrial Area,

Mohali(Chandigarh)-160055.

Ph No- 0172-5098539

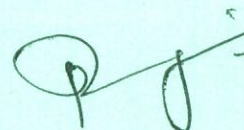
Fax No-0172-5093601

(PAN -AACCA9866F)

**PARTICULARS OF BANK ACCOUNT:**

A. **BANK NAME:**STATE BANK OF INDIA

B. **BRANCH NAME:**MOHALI Branch, RTGS - IFSC Code : SBIN0007884

 (9/3/2014)



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**ADDRESS:** SME Branch, Phase VII, Industrial Area, MOHALI, CHANDIGARH -160055

- a. **9-DIGIT CODE NUMBER OF THE BANK & BRANCH** (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number : 160002024  
b. **ACCOUNT TYPE:** CURRENT ACCOUNT - 10119025020 (Cash Credit)  
c. **LEDGER NO./LEDGER FOLIO NUMBER:** NA

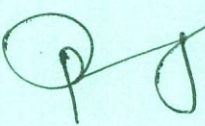
- d. **ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT;**— (As appearing on the Cheque Book) ADONIS MEDICAL SYSTEMS PRIVATE LIMITED, — Core Banking —A/C No- 10119025020

11 **.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.

**INSPECTION AND TESTS:**

- a. The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.  
b. The inspections and tests may be conducted on the premises of the supplier or its subcontractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.  
c. Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.  
d. The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin.  
e. Materials are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.  
f. Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.  
g. The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.

12. **Note:** Safe arrival of materials shall be your responsibility.

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### 13. PENALTY FOR FAILURE TO SUPPLY IN TIME:

I) 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.

II) 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:

- i. 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.
- ii. 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
- iii. 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
- iv. 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.
- v. To en-cash any Bank guarantee which is available for recovery of the penalty or
- vi. To forfeit the security deposit full or in part.

Vii, 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.

**14. 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 you **shall sell or offer to sell** the Stores / Equipment of identical description to its any customer during the pendency of the Contract / Supply Order. If you 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, you shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

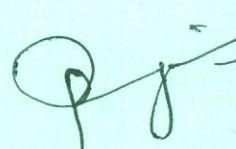
**15. Submission of Bills-** Original Invoice/Bill for 100% value (as per payment term) in quadruplicate along with delivery challan in original, Manufacturers Test certificate or any other certificate, Guarantee/ Warranty certificate, duly vetted by user, Proof of submission of Security Deposit, CAMC Agreement and other relevant documents should be submitted to the consignee for onward submission to Paying Authority.

**You will also have to submit Lowest price certificate along Bill that "Prices charged are the lowest and is the same as applicable to other Govt/Semi Govt/Undertaking Departments."**

**16. Training:** Doctors and staffs of CHD should be imparted training on machine for 2 (Two) weeks by the experts of above firm, free of cost.

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

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

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19. Force Majeure Clause -

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:If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or 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 is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.

- a) You 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 lasting out of force majeure, BCCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
- b) For delay arising out of Force majeure, the bidder 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 BCCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.
- c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

20. **Consignee:-** Depot Officer, CHD/Central Stores, EKRA, Distt. Dhanbad (Jharkhand)

21. **Paying Authority:** For Equipment & CAMC Charges: GM(F)MMKB /CFM, CHD.

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 & Leaflets - Annexure-"A" & other 9 pages
2. CAMC terms - Annexure-B - 1 page
3. SD/PBG format- Annexure-C - 1 page
4. Bank Details of the firm- 01 page
5. Copy of Advance Budget letter dated 19.12.2013-1 page
6. Integrity pact-04 pages
7. General Terms & Condition 10 pages

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(P. RANJAN)

Senior Manager (MM)WD

19/3/2014



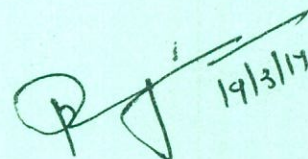
# INDENT REFERENCE

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Sl. No.	Indent no. /IR No. and Date	Budget Certification no. & date
1.	Capital Indent no. NIL dated 17-07-2008 of CHD.IR No.0282 (08-09) dt 30.03.2009	Cost & Budget Department I BCCL/Project—Unit CHD, Code 7622 , Budget certified for Rs. 9,00,000/ (Rs. Nine lakhs) Account no. Cap Vide No. P&M BCCL/C&B/BE 11-12 No. AA34 dated 21.05.2011 of GM(C&B) Indent & Budget Cell BCCL Project CH Dhanbad 7622 Head P&M Ledger folio 1 Sl No. of Indent 01 dt 20.03.2009 Budget estimate Rs. 8.00 lakhs for the year BE/09-10(Proposed). BCCL/C&B/CAP/Reg P.No.31/SN 248/ eBC no. 32 dt 20.11.2013 Head(13-14) ,Unit Code —CHD, Amount- Rs. 1087845.89/-. (Rs. Ten lakhs eighty seven thousand eight hundred forty five and paisa eighty nine and corresponding e FC No-07 dated 27.02.2014 for Rs. 1087845.89/-.

Copy to:

1. CMS,BCCL/CMS(I/c), CHD, Saraidhela, Dhanbad- They are advised to obtain efc no. for the amount of CAMC charges year-wise.
2. GM(F)MM,KB/ CM(F), Central Hospital, Saraidhela, Dhanbad  
- With request to make provision for payment of CAMC starting after three years of the Warranty Period as per approval for advance budget; communicated vide letter no. BCCL/FIN(C&B)/13/D/277 dated 19.12.2013 issued from the office of Chief Manager(F),C&B Department, BCCL, Koyla Bhawan (Copy enclosed)
3. Sr. MM Store/Depot Officer, Central Store Ekra,Dhanbad/ Central Hospital, Saraidhela, Dhanbad
4. MM(Tech Cell), MM Department, Koyla Bhawan
5. Master File/Office Copy.
6. GM(MM), CCL / NCL / WCL/ SECL / MCL / ECL /CMPDIL

 19/3/14



**Technical specification as per NIT for high frequency 500 mA x-ray unit**

One High Frequency X-Ray unit with following specifications-

**1. X-Ray Generator**

500 mA, 30 KW-40 KW, 3-phase, multipulse X-Ray Generator

kV Range-40 to 150 kV,

mA Range- 10 to 500 mA or more.

Exposure time range- 1ms to 10 secs.

Automatic line voltage compensation.

**3. X-Ray Tube**

One number of dual focus X-Ray Tube with rotating anodes & anode breaking device. Anode heat storage capacity 140 KHU or more.

4. Two- point or three-point technique for exposure control.

5. Digital Control panel / Console with digital display of kV, mA & mAs.

6. X-Ray examination table All position X-Ray examination table (from -15\* trendelenberg position to +90\* vertical position with automatic stop at horizontal position). Safety arrangements to avoid accidental damage during movement.

7. Cassette tray with Bucky- Counter balance full travel motorized bucky with high ratio grid & stainless steel cassette tray capable of handling cassettes upto the size of 14"x17". Should be capable of taking vertical & angulated bucky radiographs.

8. Collimator -Motorized collimation with double slot light beam.

9. Inbuilt trouble shooting facility with self diagnostic circuit and error code reporting.

10. Chest Stand - Separate Chest Stand for chest radiography with vertical motorized bucky & high ratio grid capable of handling cassettes up to the size of 14"x17".

11. Column Stand- Well designed floor to ceiling counterbalanced column stand for X-Ray tube having effortless movement in all direction with lock & release facilities. Full 360\* column rotation should be possible. Column stand should be adjustable to ceiling height


**12. Standard Accessories-**

- One suitable Servo Voltage Stabilizer for the whole unit.
- Foot rest, Hand grip, Compression band.
- Set of cones for PNS, Mastoid etc.
- Stray radiation guard
- Lead Separator for 10x12", 12x15" & 14x17" size cassettes.

13. Power Supply Requirement- to be specified in detail.

**14. Warranty & other Terms /Conditions**

- Three years warranty against all faults inclusive of replacement of X-Ray tube with free periodic servicing.
- Ten years post-warranty COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC). After warranty period is over CAMC will come into effect.
- Equipment should have the facility for future up-gradation. Spare parts availability for at least ten years to be guaranteed.

 19/3/14