



# 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: mgr01mm@bccl.gov.in**

**Under jurisdiction of Dhanbad Court and Jharkhand High Court only**

**SUPPLY/PURCHASE ORDER No:**

**BCCL/PUR/540249/TMT Machine/CHD/07-08/e-tender/52/ 231**

**Date:21.01.2012**

**To,**

**M/s Allengers Medical Systems Ltd.**  
**S.C.O. 212-213-214, Sector 34-A,**  
**Chandigarh- U.T. 160022**

**By Regd. /Speed post**

**Fax-0172-2621912**

**Vendor Code: 1/24/M/T/007**

**Subject: Supply of TMT Machine- Model- Gemini-A-DX Make- Allengers**

**Our Ref No: Tender No. BCCL/PUR/540249/TMT Machine/CHD/07-08/e-tender/52 opened on 27.09.10**

**Your Offer No. AMSL/CHD/2010-11 dated September 16, 2010 and subsequent confirmation letters No:**

**AMSL/CHD/2010-11 dated January 28, 2011, dated March 16, 2011, Fax letter dated May 10, 2011**

**dated, June 29, 2011 dated July 07, 2011, Dated October 14, 2011 and validity of offer extended up to**

**31-03-2012 vide letter no. AMSL/CHD/2011-12 dated 16-01-2012 received via e-mail**

**Dear Sir,**

With reference to the above, we for and on behalf of BCCL hereby place Purchase Order for supply of **TMT Machine- Model- Gemini-A-DX Make - Allengers** with technical details as per Annexure-"A" (Two pages) enclosed at the following price, terms and conditions: -

**SCOPE OF SUPPLY:-**

| Sl. | Item details               | Quantity            | Rate in Rs. | Value in Rs.       |
|-----|----------------------------|---------------------|-------------|--------------------|
| 1   | <b>TMT Machine</b>         | 01 No.              | 3,50,000.00 | 3,50,000.00        |
|     | <b>Model- Gemini-A-DX</b>  | C.S.T @ 5.5%        |             | <u>19,250.00</u>   |
|     | <b>Make- Allengers</b>     | Total Landed value- |             | <u>3,69,250.00</u> |
|     | Detail as per Annexure-"A" |                     |             |                    |

**(Rs.Three lakhs sixty nine thousand two hundred fifty only)**

**Detailed Technical Specification:-** As per photocopies of Technical Details contained in brochure enclosed herewith as Annexure-"A" (Two pages)

**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 Post Warranty Comprehensive Annual Maintenance Contract for 09 (nine) years.

**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:-**

| CAMC Year                    | Amount for 09 Yrs of CAMC after one year of Warranty |
|------------------------------|--|
| Period 1 <sup>st</sup> year  | Rs. 13,510.00  |
| Period 2 <sup>nd</sup> year  | Rs. 15,440.00  |
| Period 3 <sup>rd</sup> year- | Rs. 19,300.00  |
| Period 4 <sup>th</sup> year- | Rs. 19,300.00  |
| Period 5 <sup>th</sup> year- | Rs. 23,160.00  |
| Period 6 <sup>th</sup> year- | Rs. 23,160.00  |
| Period 7 <sup>th</sup> year- | Rs. 27,000.00  |
| Period 8 <sup>th</sup> year- | Rs. 27,000.00  |
| Period 9 <sup>th</sup> year- | <u>Rs. 27,000.00</u>                                 |
| Total:-                      | Rs.1,94,870.00                                       |
| Service Tax: @ 10.3%         | <u>Rs. 20,071.00</u>                                 |
| Grand Total:-                | Rs. 2,14,942.00                                      |

Total CAMC Charges:-Rs. 2, 14,942.00 (Two Lakh Fourteen Thousand Nine Hundred Forty Two only)

**TERMS & CONDITIONS:-**

- 1. Price:** Firm
- 2. FOR:** Destination, inclusive of Packing & Forwarding, Freight & Transit Insurance
- 3. Central Sales Tax:** Extra as applicable during delivery period against documentary evidence, present rate 5.5%
- 4. Payment Terms:** 80% value of the equipment and accessories and 100% sales tax shall be made after receipt and acceptance of material at site by the consignee within 21 days. Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment.
- 5. Delivery:** Within 3-4 weeks from the date of Purchase Order. (Delivery schedule shall be reckoned from the 10<sup>th</sup> day from the date of Purchase Order and the date of receipt of materials at our stores shall be treated as the date of delivery.)
- 6. Warranty:-** 01(One) year i.e. The supplier should warranty for the satisfactory performance of the complete equipment for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier.
- 7. Security Deposit** -You will be required to deposit 10 % security money of the total ordered value (Value means FOR destination price including taxes, i.e. **Rs. 36, 925.00** (Rs. Thirty six thousand nine hundred twenty five 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 Bank Guarantee submitted, **the validity of Bank Guarantee for Security Deposited will be for six months from the date of issue of B.G.** 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.
- 8. Performance Bank Guarantee** – A Performance Bank Guarantee on schedule / national Bank in India (**Bank Guarantee valid for the period up to 18 (Eighteen) months for 10% value of the order** i.e. Rs. 36,925.00 (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 42

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.

**9. Bank details of the Firm -**

- i. Allengers Medical Systems Ltd.
- ii. Name of the Bank - Punjab National Bank
- iii. Name of the Branch with Address –SCF 1-2-3 Sector 28-C, Chandigarh-160028.
- iv. Branch Code:- 0574
- v. Account type- Cash Credit A/C.
- vi. Accounts No: 0574008700006038
- vii. MICR Code No.: 160024026
- viii. IFSC No.: PUNBO 057400

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

**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.

**12. 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:

- 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.

### 13. 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.

**14. Submission of Bills-** Original Invoice/Bill for 80% value 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, a certificate by user in respect of conclusion of CAMC agreement and other relevant documents should be submitted to the consignee for onward submission to Paying Authority. Bill of balance 20% value should be submitted along with Successful Installation & Commissioning Report from user Department Head.

**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.”**

**15. 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.

**16. Training:** Training of Doctors and Staffs will be provided at site of installation by the experts of above firm, free of cost.

**17. Comprehensive Annual Maintenance Contract (CAMC):-** To be concluded at the time of supply of machine at consignee end between the supplier and Chief of Medical Services, Central Hospital, Dhanbad.

**18. Lateral Security Deposit for CAMC:** You will deposit lateral security deposit of value Rs. 21,495.00 (Rs. Twenty One Thousand Four Hundred Ninety Five only) 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 should be deposited within 15 days from the date of conclusion of Comprehensive Annual Maintenance Contract. Your lateral security deposit will be released after satisfactory performance of CAMC.

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

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

**21. 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.

**22. Consignee:-** Depot Officer Central Store Ekra, P.O, Bansjora, Dhanbad.

**23. ~~Ultimate Consignee~~-** Depot Officer, Central Hospital, Dhanbad.(CHD)

**24. Paying Authority-** General Manager (Finance), MM Koyla Bhawan, Dhanbad.

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

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

**INDENT & BUDGET REFERENCE:**

| Sl. No. | Indent no. and Date  | Budget Certification no. & date  |
|---------|--|--|
| 1.      | Capital Indent no. 05<br>dated 08.09.2007<br><u>Indent Registration no-0249</u> (07-08)<br>Dated 18.02.2008. | Cost & Budget Department BCCL<br>/Project/Unit-CHD Code 7622<br>Budget certified<br>for Rs.369250=00<br>(Three Lakh sixty nine thousand two<br>hundred & fifty only)<br>Account No.- Capital vide No. P&M/<br>BCCL/C&B/BE/11-12 No-156 Dated<br>01.12.2011 |

**Copy to:**

1. Chief Medical Services, Central Hospital, Jagjiwan Nagar Saraidhela, Dhanbad.
2. GM(Finance) MM Koyla Bhawan Dhanbad
3. Senior Manager (F) Central Hospital, Dhanbad. With request to make provision for payment of CAMC during 2013-2021 as per approval for advance budget communicated by HOD(C&B), BCCL, Koyla Bhawan vide letter no. **BCCL/Fin(C&B)/12/D/215 dated 05.01.2012 (Copy enclosed)**
4. Sr. Manager(Tech Cell), MM Department, Koyla Bhawan
5. Depot Officer, Central Store, Ekra, Dhanbad
6. Sr. Manager (Store)/Depot Officer, Central Hospital, Jagjiwan Nagar, Saraidhela, Dhanbad
7. Master File/Office Copy.
8. CGM (MM)/GM(MM), CCL / NCL / WCL/ SECL / MCL / ECL /CMPDIL

**ENCLOSURES:-**

1. Detailed Technical Specification : Annexure-“A” (Two pages)
2. Bank Guarantee format- Annexure –“B” (Two pages)
3. Format of Bank Details for RTGS/EFT Payment- “C” (One page)
4. Terms & conditions of CAMC: Annexure-“D” (One page)

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(M. Chandra)  
Senior Manager (MM)

**Format of Bank Guarantee for Security Deposit/PBG:**

*(RS.250 non-judicial stamp paper)*

Messers -----, 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.

7. 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.**

**Annexure-“C”**

In case of indigenous supplies, Tenderers are required to furnish the following details/information in the PROFORMA given below, which must be duly filled in and bear signature to be enclosed in TRIPLICATE along with techno-commercial bid Part-I for transferring the Money to the supplier's account through Electronic Mode including Electronic Fund Transfer (EFT) & Electronic Clearance System (ECS) while making payment by BCCL:-

**PROFORMA to be submitted in Triplicate**

|          |   |  |
|----------|---|--|
| <b>1</b> | <b>VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME &amp; ADDRESS:</b><br>(With Telephone No. & Fax No.)  |  |
| <b>2</b> | <b>PARTICULARS OF BANK ACCOUNT:</b>   |  |
|          | <b>A. BANK NAME:</b>  |  |
|          | <b>B. BRANCH NAME:</b><br>(Including RTGS Code)   |  |
|          | <b>ADDRESS:</b>   |  |
|          | <b>C. 9-DIGIT CODE NUMBER OF THE BANK &amp; BRANCH</b> (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI  |  |
|          | <b>D. ACCOUNT TYPE:</b><br>(S.B. Account/Current Account Or Cash Credit with Code 10/11/13)<br><b>E. LEDGER NO./LEDGER FOLIO NUMBER:</b><br><br><b>F. ACCOUNT NUMBER (CORE BANKING) &amp; STYLE OF ACCOUNT</b><br>(As appearing on the Cheque Book) |  |

**3. Date of Effect:** I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank of such e-transfer shall be borne by us.

Date:

(.....)

Signature of the Customer/Vendor/Supplier/Contractor

Certified that the particulars furnished above are correct as per our records.

(.....)

Signature of the Authorized  
Officials from the Bank



**Scope, Terms and condition for entering into Comprehensive Annual Maintenance Contract (CAMC) for Nine Years after expiry of One year 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~~/CAMC period i.e. the equipment should be in complete working condition for not less than 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~~ /CAMC 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~~ /CAMC:** The bidder must agree to deposit @ 10% of total yearly ~~AMC~~ /CAMC value as lateral security in form of Bank draft /Bank Guarantee at the time of ~~Bipartite / tripartite~~ agreement.

**Guarantee for availability of spare parts during whole ~~AMC~~ /CAMC 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~~ /CAMC, it will be responsibility of principal company to ensure execution of contract of ~~AMC~~ /CAMC by the new dealer.

**Payment Terms for ~~AMC~~ /CAMC-** Payment for ~~AMC~~ /CAMC 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~~ /CAMC.

**Bipartite 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.

**Paying Authority for CAMC:-** Paying authority will be Sr. Manager(Finance), Central Hospital, Dhanbad.

**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~~ /CAMC agreement.

**Agreement for CAMC** – There will be an agreement with CMS, CHD and the Principal Company M/s Allengers Medical System Ltd. SCO.212-213-214, Sector 34-A Chandigarh-UT. 160022, 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/- This is issued with the approval of competent authority.