



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/MMD/ PUR/ 540132 /Multislice Spiral CT Scanner /CHD/ 08-09//2011/e-tender/Global/76/274

Dated 15.03.2012

To

**Philips Electronics India Limited
188/3, Vazhudavur Road,
Muthirayarpalayam
Oulgaret Village,
Puducherry-605009**

Regd. Post

(Vendor code: 1/12/M/T/103)

**Subject: Supply of Indigenous 16 items for Brilliance-16 Slice CT Scanner, Turnkey Jobs, Installation
& Commissioning and Comprehensive Annual Maintenance Contract**

Our Ref No: Tender No. BCCL/MMD/PUR/540132/Multislice Spiral CT Scanner /CHD/08-09//2011/e-tender/Global/76 dated 10.8.2011 opened on 10-11/October, 2011
Our subsequent letter no.5488 dated 25-10-2011; 5948-58 dated 18-11-2011

Offer of Philips Electronics India Limited, Kokata vide No. ER/AC/2011/15 dated 01.10.2011; subsequent Fax no. nil dated 02-11-2011 and letter no. BJOC/2011/BCCL/1 dated 23-11-2011

Sir,

With reference to the above, we for and on behalf of BCCL hereby place Purchase Order for supply of indigenous 16 items for Brilliance-16 Slice CT Scanner Make Philips with technical details as per Annexure-"A" (Thirty pages) enclosed at the following price, terms and conditions: -

SCOPE OF SUPPLY:-Standard Accessories:

- 1. Dry Laser Imager- one**
- 2. Patient Communication System-one**
- 3. ARCHIVAL (Provided 2000CDRWs OR 1000 DVDRWs) -one**
- 4. Software for Remote Diagnostics Service over a telephone line-one**
- 5. System must be PACS interface ready without any new hardware line-one**
- 6. Dual Head Pressure Injector- -one**
- 7. Collapsible wheel Chair with rubberized swivel sheets- Two nos.**
- 8. Standard Patient positioning accessories and restraining devices-02 sets**
- 9. Light weight vinyl lead Aprons of 05 mm lead equivalence -Four nos.**
- 10. Lead Glass 100cm x 150 cm of 2 mm Lead equivalence- One**

11. Online UPS of suitable rating should be supplied for the complete system Computer System, anesthesia, delivery system monitor and defibrillators with including Gantry, at least 30 minutes back up-**one**
 12. Stainless steel View-Boxes -3 nos of 3.4 feet x 5 feet size.-**Three nos.**
 13. Fire fighting System State of art with alarm & smoke detectors to be installed in the gantry & console room.- in the gantry in TURNKEY- **one**
 14. Complete set of operator manual with service manuals for prompt corrections by onsite engineers.
 15. Standard latest Textbooks on whole body CT by reputed authors to be provided (Preferably Dr Haga's Text Book-2 Vol).-**One**
 16. Multimedia CD/DVD of 'Whole body CT Anatomy' to be provided.- **one.**
- (List of Items, detail technical specifications and brochure as per bid documents submitted by Philips Electronics India Limited, Kokata enclosed as Annexure "A")**

Price Details:

Philips Electronics India Ltd, Puducherry.- For Indigenous Supply in INR

1	Basic Price of 16 Items		INR	26,80,412.00
2	Add Central Sales Tax	@ 2%	INR	53,608.00
3	Total Landed Price		INR	27,34,020.00

(Rs. Twenty Seven Lakh Thirty Four Thousand Twenty only)

TURN KEY JOBS & CAMC: TO BE CARRIED OUT BY
PHILIPS ELECTRONICS INDIA LTD, PUDDUCHERY /KOLKATA
List of Turnkey Jobs

A. CIVIL WORKS:

1. DISMANTLING WORKS
2. MASONARY WORK
3. CEMENT CONCRETE WORK
4. DOOR/WINDOW WORKS.
5. FLOORING/TILING WORK
6. PLASTER WORKS
7. PAINTING/POP WORKS
8. WATER PROOFING
9. FALSE CEILING
10. WALL PANELLING

B. PLUMBING WORKS:

1. SANITARY FIXTURES, FAUCTES & TOILET REQUISITS
 - a) Wash Basin-1 No. b) Wash Basin Mixture-1No. c) Angle Cock-2 Nos.

C. AIR-CONDITONING:

- a) Supply, Installation, Testing and commissioning of Split AC including Drainage Pipe line, Voltage Stabilizer, Curcuit making and mcb fixing complete in all manner, Capacity of per unit would be either 1.5 Tonne or 2Tonne- Total 14 Tonne.

D. ELECTRICAL WORKS:

SUB-HEAD 1: INTERNAL WIRING

SUB-HEAD II: LIGHTING FIXTURE AND FANS

SUB-HEAD III: DISTRIBUTION BOARD & PANELS

SUB-HEAD IV: WIRING FOR FIRE ALARM SYSTEM

SUB-HEAD V: WIRING FOR TELEPHONE

SUB-HEAD VII: EARTHING

E.FURNITURE AS PER ROOM REQUIREMENT:

- 1) Low backed Swinging Chairs on castors with armrests- 4nos.
- 2) Doctor`s Table Size:[5` (w)x2`6"(h)x2(d)]-1 No.
- 3) Storage Cupboard Low Hgt. [7` (w)x4` (h)x1`7"(d)]-1 No.
- 4) 3 Seater sofa- 1 No.
- 5) Single Seater Sofa-2 set.
- 6) Filing Cabinete- 1 No.
- 7) LCD Television 42"- 1 No.

(List & detail description of Indigenous items (from sl.no.1 to 16), Turn Key Jobs details are as per enclosed Xerox Copies of Technical Bid of Philips Electronics India Limited, Kolkata)

Philips Electronics India Ltd, Kolkata:- Cost of Turn Key Jobs in INR

1	Charge of Turn Key Jobs as defined in NIT & above(A,B,C,D & E)	INR	23,74,319.70
2	Taxes inclusive of Turn Key Invoicing(10.3% S.T. on 70% of 1)	INR	1,71,188.45
3	Add ST @ 4% on 30 % Turn Key Charge	INR	28,491.84
4	Total Price of Turn Key Jobs	INR	25,73,999.99
	Round Off Amount	INR	25,74,000.00

Philips Electronics India Ltd, Kolkata: CAMC Charges in INR

Comprehensive Annual Maintenance Contract (CAMC):-

CAMC charges for 07 (seven) years after three years of Guarantee / Warranty

Three years Guarantee/Warranty includes all the spares including 8MHU X-Ray Tube & assemblies/accessories of the Equipment.

CAMC charges include cost of all the spares and 8MHU X-Ray Tube & their fittings etc. of the Equipment and cost of all the assemblies/accessories.

Sl	Year after warranty	CAMC Charge in INR
1	1st Year	19,50,000.00
2	2nd Year	20,50,000.00
3	3rd Year	21,55,000.00
4	4th Year	22,66,000.00
5	5th Year	23,82,000.00
6	6th Year	25,04,000.00
7	7th Year	26,32,000.00
	Sub-Total	1,59,39,000.00
	Add Service Tax @ 10.3%	16,41,717.00
	Total	1,75,80,717.00

(Rs.One Crore Seventy Five Lakh Eighty Thousand Seven Hundred Seventeen only)

The total financial involvement works out to Rs. 5, 82, 73, 331.00 (Rs. Five Crores Eighty Two Lakh Seventy Three Thousand Three Hundred Thirty One only)

TERMS & CONDITIONS:-

Philips Electronics India Ltd, Puducherry : For supply of indigenous items –

- 1. Price: Firm and on FOR destination basis.**
 - 2. Sales Taxes:** i.) @ 2% Extra payable on Indigenous Supply from Puducherry
ii.) Extra payable @4% on 30% value of Turn Key Jobs Charge
iii.) **Service Tax:** Extra payable, present rate-10.3% on 70% amount of Turn Key Cost.
Payment of taxes will be within the total price of 2574000.00
 - 3. Delivery period:-** 4 to 6 months from the date of receipt of Purchase 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.
 - 4. Payment terms of Indigenous items supply:** 80% value of Equipment of Indigenous supply & accessories and 100% of duties & taxes & other charges will be made within 21 days after receipt & acceptance of materials at site by the consignee. Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance certificate from CMS, CHD to the effect that the equipment has been erected & commissioned to their entire satisfaction.
 - 5. Installation & Commissioning Charge:** Inclusive
 - 6. Warranty/Guarantee:** For three years i.e. 36 months from the date of commissioning or 37 months from the date of receipt and acceptance of materials, whichever is earlier and Post Warranty Comprehensive Annual Maintenance Contract for 07 (Seven) years.
 - 7. Payment for Turn Key Jobs:** 100% Payment within 21 days from successful completion of the Turn Key Job and installation & commissioning of the Equipment.
 - 8. Submission of Bills:** Bills in quadruplicate will be submitted to the consignee. **Philips Electronics India Limited, Puducherry will raise bills of indigenous supply for payment and Philips Electronics India Limited, Kolkata will raise bills of Turn Key Jobs and CAMC charges for payment.**
 - 9. Paying Authority:** General Manager(Finance)MM, M.M. Department, Bharat Coking Coal Limited, Koyla Bhawan, Koyla Nagar, Post-BCCL Township, DHANBAD-826005 (Jharkhand) India
 - 10. Consignee:** Depot Officer, Ekra Central Stores, Bharat Coking Coal Limited, Post- Dhanbad. Jharkhand, India
 - 11. Ultimate Consignee:** Chief of Medical Services, Central Hospital, Jagjivan Nagar, DHANBAD-826003. India
 - 12. Security Deposit:** As the total landed value of Equipment including Turn Key Jobs works out to **Rs.4, 06,92,614.00** the firm is required to submit Security Deposit of 10 % amount of total landed value of Equipment i.e. of amount **Rs.40,69,262=00** in the form of Bank Demand Draft OR Bank Guarantee as per format enclosed as Annexure “B” within 15 days from the date of Purchase Order. The Bank Guarantee shall be valid for six months beyond the delivery period i.e. 12 months period from the date of issue. 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.
 - 13. Performance Bank Guarantee:** The firm will also submit a Performance Bank Guarantee as per format enclosed as Annexure “C” on Schedule/national bank in India of 10% total value of i.e. **Rs. 58, 27, 334.00** which shall be initially valid for a period of 42 (Forty Two) months from the date of dispatch of the Equipment and must be submitted along with the supply which will be refunded to
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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.

14. Training to be provided free of cost:-

1. Suitable training for Two Radiologists to be provided for four weeks prior to the Installation.
2. The Application Engineer should be stationed at site for minimum two months to Impart operational training to the Radiologists & the Technicians

15. EFT / ECS payment –

In case of indigenous supplies, the firm is 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 Off-Line Documents 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

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

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

16 Note: Safe arrival of materials shall be your responsibility.

17. 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.

18. 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.

19. 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 offers 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.

20. 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.”

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

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

23. 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.

B. For Comprehensive Annual Maintenance Contract(CAMC)-

CAMC charges include cost of all the spares and 8MHU X-Ray Tube & their fittings etc. of the Equipment and cost of all the assemblies/accessories.

Comprehensive Annual Maintenance Contract should be concluded at the time of supply of machines at consignee end between the supplier and Chief of Medical Services, Central Hospital, Dhanbad on terms and conditions enclosed as Annexure-“D”

24. Price: Firm.

25. Service Tax: Extra payable as applicable, present rate-10.3%

26. Payment terms: The quarterly MC bills (being the pro rata amount for three months of Annual Maintenance Charge) along with the 'Service Report' for the preceding quarter and the 'Completion Certificate' from the concerned Head of Department (HOD to be confirmed by the ultimate consignee-CMS,CHD) shall be raised after 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 next quarterly bill. During the “Contract period” no interest will be payable on any amount whatsoever to the firm.

27. Paying Authority: Sr. Manager (Finance), Central Hospital, Dhanbad.

28. Lateral Security Deposit: The firm is required to submit Security Deposit of 10% value of the total CAMC Charge inclusive of Service Tax, i.e. **Rs. 17, 58,072.00** in the form of Bank Demand Draft OR Bank Guarantee within 15 days from the date of Agreement entered in to between CMS,CHD and the supplier. The validity of Bank Guarantee shall be six months beyond the validity period of CAMC Agreement.

29. Downtime Penalty: The available percentage shall be calculated for each quarter. Penalty will be imposed on pro-rata basis, if the availability falls below the guaranteed uptime i.e. 95% availability on quarterly basis, as per terms of CAMC incorporated in the NIT.

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

31. This Purchase Order shall also be governed by “the General Terms and Conditions of Supply of Stores” enclosed and all the terms and conditions thereof will be applicable unless otherwise specified in this Purchase Order.

This has got approval of Board of Directors of BCCL as communicated by GM(Company Secretary) vide letter No.BVVL:CS:F-1(A):122 dated 20.2.2012.

INDENT & BUDGET REFERENCE:

Sl. No.	Indent no. and Date	Budget Certification no. & date
1.	Capital Indent no. Nil dated 10-07-2008 <u>Indent Registration no-</u> 0132 (08-09) Dated 15.09.2008.	P&P Department BCCL BCCL/Finance/P&P/BC/Sr.M/CAP/11- 12/P&M/CHD/41/33/TCR dated 28-02-2012 for Rs.4,06,92,614.00 (Rs. Four Crores Six Lakh Ninety Two Thousand Six Hundred Fourteen only)
		<u>FC No & Date</u> BCCL/P&P/Sr.M/FC/CAP/11-12/P&M/CHD/01/04 dated 28-02-2012

Copy to:

1. Philips Electronics India Limited

7, Justice Chandra Madhab Road, Kolkata -700020

FAX: 033-24559423

With reference to your bid, please arrange supply of import items for which separate Purchase Order No. 273 dated 15-03-2012 is being issued.

2. Chief of Medical Services, BCCL, Koyla Bhawan, Dhanbad
3. Chief Medical Services, Central Hospital, Jagjiwan Nagar Saraidhela, Dhanbad.
4. GM(Finance) MM Koyla Bhawan Dhanbad
5. Senior Manager (F) Central Hospital, Dhanbad.
6. Sr. Manager(Tech Cell), MM Department, Koyla Bhawan
7. Depot Officer, Central Store, Ekra, Dhanbad
8. Sr. Manager (Store)/Depot Officer, Central Hospital, Jagjiwan Nagar, Dhanbad
9. Master File/Office Copy.
10. CGM (MM)/GM(MM), CCL / NCL / WCL/ SECL / MCL / ECL /CMPDIL
11. Sri A. K. Chakraborty, Retd. Judge, Independent External Monitor-IP
BB-69, Sector-I, Salt Lake, Kolkata-700064

ENCLOSURES:-

1. Detailed Technical Specification & Technical Brochure: Annexure-“A” (24 pages)
2. Bank Guarantee format for Security Deposit- Annexure –“B” (2 pages)
3. Bank Guarantee format for Performance Bank Guarantee- Annexure –“C” (2 pages)
4. Terms & conditions of CAMC: Annexure-“D” (2 pages)
5. Turnkey Jobs detail with drawing as per Annexure- “E” (7 pages)
6. General Terms & conditions: 9 pages

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

(L. K. Jha)
Chief Manager (MM)

ANNEXURE "B"

Format of Bank Guarantee for Security Deposit

(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"

Format of Bank Guarantee for Performance Bank Guarantee

(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-D

Terms and Conditions for Comprehensive Annual Maintenance of Equipment for Seven(07) years beyond the Guaranty/Warranty Period of Three(03) years

1. The onsite comprehensive annual maintenance of the equipment, for a period of **Seven** years beyond the Guaranty/Warranty period shall be the responsibility of the supplier and the charges thereof shall be inclusive of repair/replacement of all parts as may be required.

2. 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.

3. The breakdown calls shall be attended by the supplier within the shortest possible time, upon the receipt of written or verbal/telephonic intimation of the breakdown.

4. The supplier shall guarantee of 95 % availability (uptime) of the equipment on quarterly basis.

The availability percentage for each equipment shall be calculated for each quarter as under:

$$\text{Actual Availability} = \frac{(\text{No. of days in} - (\text{Downtime hours in the quarter} \times 24 \text{ during the quarter}))}{\text{No. of days in the quarter} \times 24} \times 100$$

5. Downtime Penalty: The availability percentage shall be calculated for each quarter. Penalty will be imposed on pro-rata basis if the availability falls below the guaranteed uptime as mentioned in clause 4 above. Penalty, if applicable, shall be calculated as under:

$$\text{Penalty} = \frac{(100 - \text{actual availability}) \times \text{“Annual Maintenance Charges/4” in the quarter}}{100}$$

6. The bidder shall undertake and ensure the availability of spare parts and assemblies for the equipment for the entire period covering the Guarantee/Warranty and the period of the Comprehensive Annual 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 spare parts and assemblies for the equipment for the entire period covering the Guarantee/Warranty and the period of the Comprehensive Annual Maintenance” shall be required to be submitted, by the bidders.

7. Payment Terms for ‘Maintenance Charges (MC)’/Paying Authority:

i. 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.

ii. Paying Authority: FM, CHD, BCCL, Dhanbad

8. 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.

9. The bidders are required to submit their year wise Annual Maintenance Charges (AMC) beyond the period of Guaranty/Warranty of the equipment, in the following format:

Sl #	Year	Annual Maintenance Charge (Rs)	Service Tax(if applicable) @ (<i>*to be specified by the bidder</i>) % (Rs)	Total (Rs)
	1 st Year			
	2 nd Year			
	3 rd Year			
	Upto the number of years required as per the NIT			
Total				

The Bidders are required to submit the Comprehensive Annual Maintenance Charges applicable for the equipment offered by them, in the above format.
