NOTICE INVITING TENDER

ADVERTISED DOMESTIC TENDER

(Not transferable) (By Registered Mail)

TENDER NO – BCCL/PUR/570155/Telemedicine/08-09/ 102  
TENDER FEE- Rs 2000/-
MONEY RECEIPT/DEMAND DRAFT NO                 Dt

M/s ____________________________________________
____________________________________
____________________________________

Sealed tenders are invited in duplicate from the proven suppliers only for supply of TELEMEDICINE VIDEO CONFERENCING SYSTEM as per detailed specifications enclosed as annexure –“A”.

Bidders shall be considered as proven who will fulfill the criteria indicated below:-
PROVEN MEANS THOSE SUPPLIER WHO HAVE SUPPLIED THE TELEMEDICINE VIDEO CONFERENCING SYSTEM TO ANY SUBSIDIARY OF CIL/ ANY GOVT ORGANISATION/ ANY PSU/ PRIVATE HOSPITAL AGAINST FIRM ORDER (NOT TRIAL ORDER).

FOR PROOF OF PROVENNESS STATUS, BIDDERS MUST ENCLOSURE THE SUPPLY ORDER COPIES DULY NOTORISED IN PART-I RECEIVED BY THEM DURING THE ABOVE PERIOD.

Estimated value of Tender- Rs 1275385.00 EMD- Rs 25510.00
(Please see clause no.9 & 11)

<table>
<thead>
<tr>
<th>TYPE OF TENDER</th>
<th>TWO BID</th>
</tr>
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<tbody>
<tr>
<td>DUE DATE &amp; TIME FOR SUBMISSION-</td>
<td>27-1-09</td>
</tr>
<tr>
<td>Up to 1.00 PM</td>
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<tr>
<td>DUE DATE &amp; TIME FOR OPENING-</td>
<td>27-1-09</td>
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<tr>
<td>At 3.00 PM</td>
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</table>
If this Tender Document has been downloaded from BCCL website: -

1. The bidder must enclose the required Bank Draft for the requisite Tender Fee i.e. cost of Tender Documents along with the tender (Part-III envelope Clause 8(c) otherwise their offer shall be rejected outright without any reference.

2. For exemption from submission of tender fee, please refer to clause specified at sl.no 18(xi).

3. A certificate is required from the bidder that they undertake the tender submitted by them is downloaded from BCCL Web site (http://bccl.cmpdi.co.in) and that is the same in contents and form (verbatim).

Any deviation, if detected at any stage, would entitle BCCL to reject their offer / bid without assigning any reason or recourse to any penal action and would be legally binding on them.

1. The offers are to be submitted before the closing time as mentioned above. Late Tenders will not be considered.

2. Tenders may be deposited in person by the tenderer in the Tender Box kept at Tender cell, Purchase Department, office of the CGM (MM), Bharat Coking Coal Limited, Commercial Block, Level –III, Koyla Bhawan, Koyla Nagar, Dhanbad or sent by post or courier to the above address. Bharat Coking Coal Limited, however, do not take any responsibility for loss of tender in transit. Tender must be received before the due time of submission of tender. Tender received after due time of submission of the tender shall not be considered.

3. Tenders sent through telegram, telex, Fax or E-Mail will not be considered.

4. Tender documents purchased by one firm are not transferable to another firm.

5. The tender document is divided into the following parts:

   (a) Part – I: consisting of the following
      i) Annexure ‘A’ - Technical specification
      ii) Annexure ‘B’ - Commercial terms and conditions
      iii) Annexure ‘C’ - Blank format of price bid as to be quoted by the tenderer (without price) for offered item / items.
      vi) Annexure ‘D’ - Check List
      vii) Annexure “E” - General terms and conditions of supply of stores
      v) Appendix-“I” - Format for BG

   (b) Part – II: consisting of the price only as per the format Annexure-C.

   (c) Part – III: Applicable for those tenderers who will download the tender Documents from BCCL’s web site.

6 (a) The first part “Part- I i.e. Techno-commercial offer” should contain the detailed Technical and commercial terms of the offer. In other words it contains the required details as per annexure A to D as stated at clause 7. The envelope should be sealed super scribed with the tender number and the date of opening and must mark Part I.

   (b) The second Part “Part-II i.e. Price Bid” should contain the details of price only. The price bid should be submitted as per Performa enclosed as Annexure – “C”. The envelope should be sealed and super scribed with the tender number, the date of opening and must mark Part II.

   (c) “Part – III” [Applicable for those tenderers who will download tender documents from our web site.]
In this case the intending tenderer must enclose the requisite tender fee as Bank Draft from any nationalised / schedule Bank drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad in the “Part – III ” envelope. The envelope shall be sealed , super scribed with tender number and due date of opening and must mark “Part-III”.

All the envelopes containing the tender shall be properly sealed . Envelopes stapled shall not be accepted. The name and address of the bidder must also be indicated on the envelopes.

All these three sealed envelopes i.e. “Part – I ” [ Techno-commercial bid] , “Part- II ” [ Price bid] and “Part – III ” [ Requisite tender fee as indicated in the tender notice ] should be kept in a bigger envelope giving details of the tender No. and due date and time of submission and opening along with the name and address of the bidder.

In absence of “Part-III” envelope offer shall be rejected out rightly without any reference for those tenderers who have down loaded the tender documents from our website.

7. Part - I (Techno commercial Offer) and “Part – III” (Tender fee) will be opened on the due date of tender opening in the office of the CGM(MM) , Commercial Block , L-III , Koyla Bhawan , Dhanbad –826 005 in presence of the authorised representative of the attending bidders.

In case the date of opening of tenders happens to be a holiday, the tenderer shall be opened at 3.00 PM on the next full working day.

NOTE.-:

a) Tenders not submitted in the above manner will not be accepted.

b) If tenderer disclose their price in the techno-commercial bid(Part-I) , the offer will be re-sealed and will be treated as invalid offer by the Tender opening Committee. The price bids i.e. Part- II of only those tenders whose Part- I is found to be techno-commercially acceptable to BCCL will be opened later on .Date and time of opening will be suitably be intimated to such bidders whose offers are found techno-commercially acceptable.

8. Bharat Coking Coal Limited reserves the right to accept or reject any or all offers in part or in full without assigning any reason thereof.

9. Earnest Money Deposit (EMD):-

a) An Earnest money of Rs.25510.00 in terms of Bank Draft of any Nationalised/Scheduled Indian Bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad must accompany the Part-I (Techno-commercial offer) otherwise offer shall be considered unresponsive.

b) If Earnest Money is not found in envelope containing the Part-I (Techno-commercial offer), it will be presumed that tenderer has not deposited the requisite Earnest money and their offer shall be considered unresponsive.

c) For unsuccessful tenderer, EMD shall be refunded immediately after finalisation of the Tender.

10. Security Money Deposit (SD)-- Successful tenderer are required to deposit security money in the form of Bank Draft / Bank Guarantee of any schedule Bank of 10% value of the order(value means contract value) within 15 days from the date of receipt of order. Bank Draft should be drawn in favour of Bharat Coking Coal Limited payable at Dhanbad. The validity of Bank Guarantee should be 02 months beyond the schedule delivery period specified in the order .In case they fail to deposit the same, the order shall be cancelled and
the case shall be processed to order elsewhere and the firm’s performance is to be kept recorded for future dealings with them. A format of BG for submission of SD is enclosed as Annexure- E.

The security will be refunded to the firm within 30 days of satisfactory execution of the contract. (Execution of the contract means successfully completion of supply against the order) For unsatisfactory performance and/or contractual failure the security money shall be forfeited. The earnest money deposit will be refunded to the firm after submission of requisite security deposit.

11. Earnest Money Deposit and Security Deposit Exemption:-
   a) State/Central Govt. Organisation /PSU - shall be considered for exemption from submission of EMD/ Security Money Deposit.
   b) Valid DGS&D/NSIC registered firms /Ancillary unit of BCCL for tendered items (tendered items mean any of the tendered item ) shall be considered for exemption from submission of Earnest Money Deposit (EMD) and Security Money Deposit(SD), if they shall submit the respective documents duly signed by Notary Public .

12. The bidders must give a declaration that they have not been banned or de-listed by any Government or quasi-Government agencies or PSUs. If a bidder has been banned by any Government or quasi-Government agencies or PSUs , this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive.

13. Bharat Coking Coal Limited reserves the right not to make any procurement against this tender without assigning any reasons.

14. Tenders of those tenderers who suo motto change the terms which effects the quoted price of the firm within the validity of the offer shall be treated as withdrawal of offer and action against such tenderer as per CIL rules / procedure will be taken. (For CIL rules/procedures tenderer may refer CIL web site.

15. ALL CONTRACTS WILL BE IN ACCORDANCE WITH THE PREVALENT INDIAN LAW AND ALL DISPUTES ARE SUBJECT TO THE JURISDICTION OF DHANBAD COURT AND JHARKHAND HIGH COURT ONLY.

16. IMPORTANT NOTE:
   (i). The tenderers are requested to go through all the Annexure and furnish specific replies to each question raised therein.

   (ii). Printed terms and conditions of the vendor shall not be considered. Tenderers are requested to submit their offer complete in all respects maintaining serial number of items, quantity, technical specification and terms & conditions as per tender documents along with all supporting documents failing which offer may not be considered.

   (iii). Normally no deviation is acceptable to our tender documents. Terms and offers, which are in deviation, are liable for rejection without back reference to the tenderers. Offers as asked should be submitted complete in all respects.

   (iv). Notary attested copies of orders received for the offered/quoted items should be submitted along with the quotation in the Part-I(Techno-commercial offer). List of past
supplies with the details of order reference and the performance report if any should be furnished along with the offer.

(v). The complete offer should be typed in the letterhead of the tender (Hand written quotation will be summarily rejected). If firm’s letter heads are not sufficient to accommodate technical and pricing details preferably bigger papers may be used, such sheets along with other pages of the offer should be signed and stamped by company’s authorised signatory.

(vi) All pages of this tender documents should be signed including all enclosures submitted with the tenders except printed leaflets / catalogues and have company’s seal otherwise offer may be rejected.

(vii). Erased and over written quotations will be summarily rejected unless corrections are authenticated with the tenderer’s signature.

(viii) BCCL reserves the right to increase or decrease the tendered qty. against any/all the items of the tender.

(ix) The tenderer must submit separate sheet in Part ‘I’ (Techno-commercial offer) indicating any deviation in their offer from the Technical and Commercial terms specified/required.

(x) Govt. Organisation/ Public Sector Undertaking / Ancillary Unit of BCCL for the tendered item, are exempted from paying tender fee.

(xi) Bidders are required to complete and submit the checklist of Commercial Terms of NIT. The deviation, if any, with the NIT terms must indicated clearly in the Check list. If the same are not indicated in the check list, it will be presumed that the relevant clauses have been accepted as per NIT and the same will be binding on the tenderer. The entries / confirmations made in the check list must correctly reflect the details of the offer made with respect to the particular term of NIT. In case of any deviation or difference in the interpretation between the content of the offer and the check list, the entries / confirmations shown in the check list will be applicable and binding on the bidder.

(xii) Ancillary units of BCCL shall be extended the benefits, as per the prevailing policies of the Company.

xii) In case tenderer is not manufacture of the tendered system, they must enclose document indicating the relationship in between the tenderer and manufacturer of the offered system.

Not withstanding anything said above, BCCL reserves the right to follow any guideline or instruction received from Coal India Ltd., the Government or any statutory bodies from time to time.

Encl: As above yours faithfully

For & on behalf of Bharat Coking Coal Limited
COMMERCIAL TERMS AND CONDITIONS

1. Part-I i.e. TECHNO COMMERCIAL OFFER should contain the following (but not the price of any item):

   i) Name and address of the original Manufacturer along with full details of the contact persons, Telephone No, Fax No., E. Mail address etc.

   ii) Details of order received giving the name of the buyer, their address and country, date of order and number of machines ordered and supplied. Specific details should be given regarding the machine supplied and running in India with full address of the user, so that the same can be verified if felt necessary.

   iii) Details of collaborations, if any.

   iv) Details regarding location of the works. The purchaser reserves the right to inspect the works of the bidder. What are the facilities they will provide to carry out pre dispatch inspection in stages of manufacturing process, if buyer wishes to do so?

   v) The commercial status of the offers received against this tender shall be determined after off-setting the amount payable towards VAT if applicable for which input credit is admissible to BCCL.

   vi) A statement certifying that the bidder accepts all the commercial terms and conditions of Bharat Coking Coal Limited given in this bid documents without any reservation what so ever.

2. (A) PART II i.e. PRICE BID should contain the following:

   i) Rate (Prices) must be quoted FIRM & FOR Destination basis with the following break up.

      a) Ex-Works Price
      b) Freight, Insurance, Packing & Forwarding charges on lump-sum basis.
      c) Excise duty if applicable( It will be payable extra on Ex-works price basis)
      d) Sales Tax (It will be payable extra as applicable) / VAT.

II) TAXES & DUTIES

a). Excise Duty, if applicable, will be payable extra as per prevailing Excise Rules. The firm should confirm in the techno-commercial bid that Refund/Credit, if any, obtained shall be passed on to the buyer, which shall be certified by the auditor of the supplier.

b) The Purchaser shall bear all taxes, duties etc. within the contractual delivery period on submission of documentary evidence, levied by the Government

c) Excise Duty - The legally applicable rate of Excise Duty should be clearly mentioned in the commercial bid (PART I) and the rate and the value in the price bid (PART-II).
In case the price is stated to be inclusive of excise duty, the current rate included in the price must be indicated. If the tenderer is exempted from paying the excise duty, the same must also be confirmed with valid documentary evidence.

In case the rate of excise duty varies with the turnover of the company, and the price is exclusive of excise duty, the tenderer shall have to specify the rate applicable to BCCL. If the tenderer fails to specify the exact rate of ED applicable, the maximum rate currently leviable shall be loaded on the price.

d) **Sales Tax / VAT** : The legally applicable rate of Sales Tax / VAT should be clearly mentioned in the commercial bid (PART-I) and the rate and value in the price bid(PART-II).

The rate must be indicated both in figure and words. If there is difference between both, the amount appearing in words shall be taken for consideration.

**Conditional discount including quantity discount will not be considered for comparative purpose. Cash discount or Prompt payment discount will also be treated in the same manner. However only unconditional discount will be taken into account for comparative evaluation.**

2 (B) – Detail evaluation of financial bids.

In spite of mentioning that offers should be submitted by the tenderers on FOR destination basis as per clause 2(A)(i) above, in case a tenderer does not specify the basis of price or quoted on ex-works or FOR dispatching station basis, the price will be loaded to arrive at the F.O.R. destination price on the following manner.

<table>
<thead>
<tr>
<th>Approximate distance of dispatching Station from Consignee’s end.</th>
<th>Percentage FOR dispatching station price regarding Freight.</th>
<th>Packing and Forwarding Charges</th>
<th>Transit Insurance Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Above 2001 Km</td>
<td>5%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>1501Km - 2000 Km</td>
<td>4%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>1001 Km -1500 Km</td>
<td>3%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>501 Km – 1000 Km</td>
<td>2%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>Below 500 Km</td>
<td>1%</td>
<td>2%</td>
<td>½%</td>
</tr>
</tbody>
</table>

3. **VALIDITY**: The offer must be valid for acceptance for a period of 180 days from the date of opening tender. Offers will not be permitted to be withdrawn during this period.

4. **ULTIMATE CONSIGNEE**: The materials may be consigned to any of the depot of BCCL.
5. **PRICE VARIATION:** Only FIRM price shall be quoted. No price variation will be allowed during the pendency of the contract excepting for price fall clause.

6. **PAYMENT TERM:**

80% payment shall be released within 21 days after delivery of material. Balance 20% payment shall be released within 21 days after successful commissioning of the system.

**OFFER WITH PAYMENT TERM OTHER THAN SPECIFIED ABOVE ARE LIABLE FOR REJECTION**

7. Tenderers are required to furnish the following details/information in the techno-commercial bid Part-I enabling BCCL for transferring the Money to the supplier’s account through “e-banking” while making payment in case e banking is implemented.
   a. Name of the Bank.
   b. Name of the Branch with complete address.
   c. Party’s Account Style.
   d. Party’s nature of Account.
   e. Party’s Account Number.
   In absence of above details/information offer may be liable to be considered unresponsive.

8. **REQUIRED DELIVERY SCHEDULE:**

The bidders are required to quote their best possible delivery period indicating the period of commencement and completion of delivery. 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. In case of extension of delivery schedule validity of BG of SD shall have to be extended suitably.

The delivery schedule quoted in the offer shall be firm and final. Failure to supply the material in time may attract penalty as per clause No. 9

9. **PENALTY FOR FAILURE TO SUPPLY IN TIME:**

The time and date of 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 delivery or dispatch the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned is 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 basic FOR destination 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 to 10% and where felt necessary by BCCL it may be increased up to 15%**

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 encash 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.

The bidder must confirm the acceptance of this Penalty clause which will not be altered.

10. **WARRANTY**: The tenderers shall give a warranty of satisfactory performance of the system offered by them for a period of 12 months from the date of commissioning. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace on renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Bharat Coking Coal Limited.

10.(a) **Special Warranty**: As per Technical Specification at Annexure. - *Not applicable*

11. **PERFORMANCE BANK GUARANTEE (PBG)**:  
PBG for 10% of the landed order value valid for three months beyond Guarantee/warranty period shall have to be submitted on or before commencement of supply. (PBG Format enclosed as Appendix-I)

12. **PACKING FOR TRANSIT.**
The bidder should confirm provision of proper packing of the goods to be shipped by them if order is placed on them as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and absence of heavy handling facilities at all the points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirement as shall be expressly provided for in the order.

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.

   The bidder should confirm their acceptance of the above clauses.

14. **FORCE MAJEURE CLAUSE**

   If the execution of the contract/supply order is delayed beyond the period stipulated in the contract / 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. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:

   a) The successful bidder will, 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 authority, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation 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 delays arising out of Force Majeure, the bidder will not claim 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 costs provided it is mutually established that Force Majeure Conditions did actually exists.
c) If any of the force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

15. **INSPECTION & TESTS.**

i) 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.

ii) The inspections and tests may be conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the 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 data, shall be furnished to the inspectors at no charge to the purchaser.

iii) 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.

iv) The materials will be inspected on arrival at site by the consignee, which will be considered as final. This 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 dispatch of the Goods.

v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

vi) In case pre dispatch inspection is carried out, the charges of the same will be borne by BCCL.

For Bharat Coking Coal Limited
LETTER OF PERFORMANCE GUARANTEE.

APPENDIX-I

1. Messers ------------------------------------- ------------------  a company having its office at ---------------------
-------------------------------------------------------------------------------------------------------------------------------------hereinafter called the Seller has entered into a
Contract No.-------------------------------------------------dt.-------------------(hereinafter called the said Contract) with
Bharat Coking Coal Limited (hereinafter called , the Purchaser) to supply equipment on the terms and conditions in the said Contract.

   It has been agreed that hundred percentage( 100% ) payment of the value of the equipment will be made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee for the sum of -- -------------- equivalent to 10 % of the value of each equipment and accessories dispatched by the seller 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 the purchaser by reason of any of the terms or conditions contained in the said contract.

   The------------------------ Bank having its office at ------------------- has at the request of seller
agreed to give the guarantee herein after 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 of any of the terms or 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 purchase and the seller regarding the claim. However , our liability under this guarantee shall be restricted to an amount not exceeding -----------------------------------.

3. We,-------------------------------- Bank Ltd., 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 purchase under or by virtue of the said contract have been fully paid and its claim satisfied or purchase certified that the terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharged the guarantee .Unless a demand or claim under this guarantee is made on us in writing on or before the ----------------( date to be given----- ----------months from the date of Bank Guarantee) 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 affecting in any manner no 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 relived 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 by any such matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an 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 this purchaser the said sum of ------------------- or such lesser sum as may than be due the purchaser and as the purchaser may demand.
5. We,---------------- Bank Ltd. lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser, in writing.
6. The Bank has under its constitution power to give this guarantee and Mr.------------------------Manager, who has signed it on behalf of the Bank has 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.

Date---------------------------  Day of -----------------------------20
For --------------------------- Bank Limited

Signature of the authorised person
for and on behalf of the Bank
ANNEXURE- "D"

(Refer point no xi of sl no 16 (Important Note) of NOTICE INVITING TENDER)

A.- FORMAT OF CHECK LIST FOR DEVIATION FROM COMMERCIAL TERMS & CONDITIONS OF NIT

<table>
<thead>
<tr>
<th>NIT CLAUSE</th>
<th>CLAUSE HEADING</th>
<th>DEVIATIONS FROM NIT TERM</th>
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<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note- Deviations if any must be indicated in the above check list. If the same is not indicated in the above checklist, it will be presumed that the relevant clause has been accepted as per NIT in toto and the same shall be binding on the bidder.

SEAL & SIGNATURE OF THE BIDDER

B. List of Certificates/ Documents enclosed in the offer

1. Certificates/Documents required as per eligibility criteria and proven ness criteria.
2. Complete set of Documents required for claiming the exemption from submission of EMD/Security Deposit (if claimed) as per clause 11 of NIT.
3. Certificate that the typed price bid has been submitted in the prescribed format as per clause 5 Annexure-C of NIT.
4. A certificate to the effect that firm has not been banned or de listed as per clause 12 of NIT.
5. Certificate as per NIT for bidders downloading the tender documents from Website of BCCL.
6. Any other document/Certificate required as per NIT terms, should also be listed and enclosed.

SEAL & SIGNATURE OF THE BIDDER

N.B Bidders must note that the above certificates are being signed by them with total responsibility of the consequences. In case if it is found at a later that a wrong certificate was given, BCCL may take suitable penal action as may be deemed fit.
COMMERCIAL STATEMENT CHECKLIST

Tender no – Pur/570155/telemedicine/VCS/08-09/102
Opening Date – 27-1-09
Name of the Firm –
Offer no

Please confirm the followings:

<table>
<thead>
<tr>
<th>Q.No</th>
<th>List of questions</th>
<th>Indicate in Yes / No below</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Are you a Manufacturer?</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Are you a exclusively authorized marketing outlet of a manufacturer?</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>If the reply against (2) above is yes, than have you indicated the name &amp; full address of the Principal.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>In case of (2) above have you enclosed document as per clause xii of important note of NIT.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Have you submitted the tender fee or Proof of payment of tender fee in Part-I as indicated in Annexure-B <em>(This is applicable in case of those bidders who have downloaded the tender papers through BCCL’s website.)</em></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Have you carefully prepared and signed with name &amp; designation and have stamped the company’s seal on all pages of tender documents/offer along with enclosures consisting of PART-I, PART-II &amp; PART –III.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Have you enclosed in Part-II a blank format of price bid (Price format as per Annexure), as quoted by you (WITHOUT PRICE) <strong>along with confirmation that Price bid have been carefully prepared and signed on all pages of price bid.</strong></td>
<td></td>
</tr>
<tr>
<td>8(a)</td>
<td>Have you quoted FOR Destination and indicated the break-up as per NIT.?</td>
<td></td>
</tr>
<tr>
<td>8(b)</td>
<td>In case of imported items, have you accepted to submit certificate with each supply of your Auditor certifying that you have paid Customs Duty as per prevailing Customs Rates and refund if any shall be passed on to buyer?</td>
<td></td>
</tr>
<tr>
<td>8(c)</td>
<td>Have you accepted to submit certificate of the auditor that Refund/Credit, if any, obtained in respect of Excise duty shall be passed on to the buyer.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Have you quoted firm price?</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Is your offer valid for 180 days from the date of opening of tender?</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Have you specified firm delivery period?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Question</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Have you accepted Liquidated Damages &amp; Force majeure clause?</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Have you accepted Payment terms?</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Have you accepted Inspection terms?</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Have you submitted Earnest Money OR enclosed any documentary evidence for exemption towards submission of EMD?</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Have you accepted to deposit Security Money OR enclosed any documents for exemption towards submission od SD?</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Have you accepted to submit Performance Bank Guarantee</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Have you sought any deviations in COMMERCIAL OR TECHNICAL PARAMETERS and have specified them in the schedules prescribed for them in schedule of tender submission?</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Have you submitted copies of documents DGS&amp;D in case of DGS&amp;D approved items?</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Have you accepted Price fall clause?</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Have you accepted Jurisdiction of Dhanbad Court and Jharkhand High court?</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Have you accepted Warranty clause ?</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Have you submitted declaration that you have not been banned or de-listed by any Government or quasi-Government agencies or PSUs.?</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Have you submitted declaration that you have accepted all the commercial terms and conditions as per NIT without any reservation.</td>
<td></td>
</tr>
</tbody>
</table>

SIGNATURE OF THE TENDERER
WITH SEAL & STAMP
FORMAT FOR PRICE BID

TENDER NO Pur/570155/telemedicine/VCS/08-09/102 due on 27-1-09

<table>
<thead>
<tr>
<th>SL NO</th>
<th>DESCRIPTION</th>
<th>U/M</th>
<th>QTY.</th>
<th>BASIC PRICE (EX WORKS)</th>
<th>PACKING &amp; FORWARDING CHARGE</th>
<th>EXCISE DUTY</th>
<th>SALES TAX / VAT</th>
<th>FREIGHT CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

ANNEXURE- “C”
SPECIFICATION OF TELEMEDICINE VIDEO CONFERENCING SYSTEM

Supply and installation of Telemedicine Video Conferencing System at Central Hospital, Jagjivan Nagar, Dhanbad consisting of following items in module:-

1. High Definition Video Camera- 1 No
2. Document Camera Cum Visualiser- 1 No
3. LCD TV – 32” - 2 No
4. Laser Printer - 1 No
5. Dual Core Laptop with DVD Recorder 1 No
6. 1 KVA UPS - 1 No
7. ISDN Interphase for connecting videiconfencing through ISDN Line @ 128 KBPS 1 No

Detail technical specifications of above items are as under :-

1. Video Camera - Make- Polycon or Tandburg.
The Camera should be detachable so that it can be placed as per the desired location of the display units

**Specification for Integrated Group Video Conferencing System with bandwidth of IP – 768kbps,**

*The System should be able to integrate with high quality plasma with HD.*

<table>
<thead>
<tr>
<th>Features</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 Video</strong></td>
<td></td>
</tr>
<tr>
<td>a Video Standards</td>
<td>H.261, H.263, H.263 +++, H.264</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>b Video Frame Rate</td>
<td>15 fps up to 168 kbps, 30 fps – 168 kbps and above</td>
</tr>
</tbody>
</table>

**2 Video Features**

- Ability to send and receive two live simultaneous video sources in a single call, so that the image from the main camera and VCR or document camera can be seen simultaneously
- Should support H.239 protocol
- Should support PAL Monitor and VGA based projector connectivity simultaneously.
- PC zoom feature so that the remote site/local site can zoom into the PC screen to view the details
- Side by Side layout so that two video sources can be displayed on a single Plasma screen

**Video input**

- 1 x 9 PinDSUB: HD Main Camera
- 1 x MiniDin, S-video: auxiliary/document camera
- 1 x RCA/Phono, comoposite: document camera/aux
- 1 x RCA/Phono Composite: VCR
- 1 x CVI-I:PC

**Video Output**

- 1 x MiniDin, S-video: main monitor
- 1 x RCA/Phono, composite: main monitor or VCR
- 1 x RCA/Phono, composite: dual monitor or VCR
- 1 x DVI-1/XGA: main or second monitor
- XGA Output

**3 Audio**

**Audio standards supported**

- G.711, G.722, G.722.1, G.728, 64 bit and 128 bit MPEG4AACLD/Siren22

**Other desirable features**

- Noise Reduction, Automatic Gain Control, VCR ducking, Automatic Audio Mixer

**Audio Input**

- AUDIO INPUTS (4 INPUTS)
  - 2 x Microphone, 24V phantom powered, XLR connector
  - 1 x RCA/Phono, Line Level: auxiliary (or CR Stereo L)
  - 1 x RCA/Phono, Line Level: VCR/DVD (Stereo R)

**Audio Output**

- AUDIO OUTPUTS (2 OUTPUTS)
  - 1 x RCA/Phono, S/PDIF (mono/stereo) or Analogue
  - Line Level: main audio or Analogue Stereo L
  - 1 x RCA/Phono, Line Level: VCR or Analogue Stereo R

**4 Network Interfaces**

- 1 LAN/Ethernet—10/100 Mbps
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 PCMCIA card for wireless LAN 802.11b. should support Cisco Aironet.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Bandwidth</td>
<td>H.323 – 2 Mbps</td>
</tr>
<tr>
<td></td>
<td>Video Standard</td>
<td>H.261, H.263, H-263+, H.263++ (Natural Video), H.264</td>
</tr>
<tr>
<td>6</td>
<td>H.323/ IP Features</td>
<td>IP precedence (QOS), Diffserve</td>
</tr>
<tr>
<td></td>
<td>Should support IPv4 and IPv6</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Resource reservation protocol-RSVP</td>
<td></td>
</tr>
<tr>
<td></td>
<td>IP Type of Service – TOS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Auto Gatekeeper discovery</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Auto Network Address Translation (NAT) support</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Standards based – Packet loss Recovery feature on H.323 call</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Should support URL Dialing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Should support secure Firewall protocols—H.460.18 and H.460.19</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Data Collaboration</td>
<td>T.120 support, 1* data port-RS 232 for control.</td>
</tr>
<tr>
<td></td>
<td>T.140 Text Chat</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Security</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Menu Control</td>
<td>Password protected system menu</td>
</tr>
<tr>
<td></td>
<td>Encryption of video call</td>
<td>ITU-T standards based encryption of the video call</td>
</tr>
<tr>
<td></td>
<td>Call should be encrypted end-to-end on IP and ISDN Call</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>ITU-T standards</td>
<td>H.233, H.234, H.235. ‘AES’ and ‘DES’ encryption of IP and ISDN calls. Call should be encrypted end to end even in a multiconference.</td>
</tr>
<tr>
<td></td>
<td>Ability to manually turn encryption On or OFF should be there</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Automatic key generation and exchange</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Camera</td>
<td>Should be 1/3” CMOS camera</td>
</tr>
<tr>
<td></td>
<td>Should have 7X zoom</td>
<td></td>
</tr>
<tr>
<td></td>
<td>42 degree vertical field of view</td>
<td></td>
</tr>
<tr>
<td></td>
<td>72 degree total vertical field of view</td>
<td></td>
</tr>
<tr>
<td></td>
<td>250 degree total horizontal field of view</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Should have 70 degrees horizontal Field Of View</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Streaming</td>
<td>In-Built streaming server. Should support streaming of multiconference also.</td>
</tr>
<tr>
<td></td>
<td>Native resolution</td>
<td>Should support native resolutions on all inputs</td>
</tr>
<tr>
<td></td>
<td>Internal Web Server / Web Browser Support</td>
<td>Should support HTTPS, Telnet and XML</td>
</tr>
<tr>
<td></td>
<td>Remote software upload</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Directory services</td>
<td>Should support Local and Global directories</td>
</tr>
<tr>
<td></td>
<td>Should support LDAP and H.350 protocols for directory transfer</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>External devices</td>
<td>Should have USB port to connect external devices.</td>
</tr>
<tr>
<td></td>
<td>Should have RS232 port for management</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dual Protocol Support</td>
<td>IPV6 and IPV4 dual standard</td>
</tr>
<tr>
<td>14</td>
<td>Device Security</td>
<td>Should have Kensington Lock</td>
</tr>
</tbody>
</table>

2. DOCUMENT CAMERA CUM VISUALISER
<table>
<thead>
<tr>
<th>Specification</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projection Lens</td>
<td>f + 3.9 – 85.5 mm, F = 1.6 motorized</td>
</tr>
<tr>
<td>Focusing</td>
<td>220 x Auto / Manual</td>
</tr>
<tr>
<td>TV System</td>
<td>PAL(VMP-110AP) / NTSC(MVP-110AN)</td>
</tr>
<tr>
<td>CCD Image Sensor</td>
<td>470,000 Pixels (PAL). 410,000 pixels (NTSC)</td>
</tr>
<tr>
<td>TV Lines</td>
<td>470 (H) Lines</td>
</tr>
<tr>
<td>Illumination (mins)</td>
<td>0.5 Lux</td>
</tr>
<tr>
<td>Control</td>
<td>Keypad, IR remote, RS-232</td>
</tr>
<tr>
<td>On Screen Menu</td>
<td>Yes</td>
</tr>
<tr>
<td>White Balance</td>
<td>Auto / Manual</td>
</tr>
<tr>
<td>Color / B &amp; W</td>
<td>Switchable color / B &amp; W</td>
</tr>
<tr>
<td>Negative / Positive</td>
<td>Switchable Negative / Positive</td>
</tr>
<tr>
<td>Mirror Image</td>
<td>Yes</td>
</tr>
<tr>
<td>Vertical Image Flip</td>
<td>Yes</td>
</tr>
<tr>
<td>Image Freeze</td>
<td>Yes</td>
</tr>
<tr>
<td>Brightness &amp; Sharpness Control</td>
<td>Yes</td>
</tr>
<tr>
<td>Light</td>
<td>Upper – Bottom Light</td>
</tr>
<tr>
<td>Input Ports</td>
<td>MIC x 1, Video x 2, Audio x 2</td>
</tr>
<tr>
<td>Output Ports</td>
<td>S-Video x 2, Video x 2, Audio x 2, USS (MVP110AU only)</td>
</tr>
<tr>
<td>Head Rotation</td>
<td>Vert. 180 Hort. 270</td>
</tr>
</tbody>
</table>

3. SPECIFICATION FOR LCD TV 32” - Make - Sony/ Samsung.

VIDEO
Screen Size         32” (81 cm)
LCD Panel          Advanced Super View & Black TFT
Resolution         1366 x 768
Luminance (cd/m2)  450
Dynamic Contrast   7,500:1
Contrast Ratio     1,500:1
Lamp Life (hrs)     60,000 hours
Viewing angles (H/V) 176 degree / 176 degree

TUNER
TV Receiving Systems PAL: B/G, D/K, I, NTSC:M,
SECAM: B/G, D/K, K/K1
Video Colour Systems PAL / SECAM / NTSC 3.58 / NTSC
                                 4.43 / Pal 60
Tuner (Preset Channel) Auto channel Sortx

4. LAPTOP WITH OPERATING SYSTEM WINDOW VISTA Loaded with MS Office - Make -
HP/HCL/Compaq/Lenovo

Core 2 duo, 1.86 GHZ
1 GB DDR SDRAM
250 GB HDD
DVD RW Drive (Dual Layer)
15.4” W x GA Display
5 in 1 Card reader
Blue tooth inbuilt
Wireless LAN
With External DVD Recorder

5. LASER PRINTER(MULTIFUNCTION DEVICE, PRINTER / FAX / COPY / SCAN)- Make - HP/Xerox/Epson/Canon
- Minimum 19 PPM – Print and Copy Speed
- Minimum 32 MB RAM, 240 MHZ Processor
- 300 x 300 dpi resolution for FAX
- FAX forwarding, Delayed sending.
- FAX, Speed – Dial up to 120 Numbers

6. UPS

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Description</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>UPS Capacity</td>
<td>1 KVA, Single Phase</td>
</tr>
<tr>
<td>2</td>
<td>UPS Type</td>
<td>ON LINE</td>
</tr>
<tr>
<td>3</td>
<td>INPUT</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Voltage</td>
<td>170-270 V AC</td>
</tr>
<tr>
<td></td>
<td>Frequency</td>
<td>50 Hz ± 5%</td>
</tr>
<tr>
<td></td>
<td>Input Power Factor</td>
<td>0.90 or higher</td>
</tr>
<tr>
<td></td>
<td>Power Factor correction</td>
<td>Built in.</td>
</tr>
<tr>
<td>4</td>
<td>OUTPUT</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Voltage</td>
<td>230 V AC ± 1%</td>
</tr>
<tr>
<td></td>
<td>Frequency</td>
<td>50 Hz ± 0.01%</td>
</tr>
<tr>
<td></td>
<td>Overall efficiency</td>
<td>&gt; 85 %</td>
</tr>
<tr>
<td></td>
<td>Surge Suppression</td>
<td>Built in.</td>
</tr>
<tr>
<td></td>
<td>Cold Start Facility</td>
<td>Built in.</td>
</tr>
<tr>
<td></td>
<td>Automatic Bypass</td>
<td>Bi directional Automatic Bypass- switch.</td>
</tr>
<tr>
<td>5</td>
<td>Protection</td>
<td>1. Over Load</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Short Circuit.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Output Under Voltage</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. Output Over Voltage</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5 Battery Low.</td>
</tr>
<tr>
<td>6</td>
<td>Battery</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Type</td>
<td>Sealed Maintenance Free (SMF) batteries, 12 V 7 AH or higher</td>
</tr>
<tr>
<td></td>
<td>Back up Time</td>
<td>Min 60 Minutes at full load.</td>
</tr>
<tr>
<td></td>
<td>Battery Rack</td>
<td>Proper Rack should be provided for batteries.</td>
</tr>
<tr>
<td>7</td>
<td>General</td>
<td>UPS should be supplied with cables and battery connectors.</td>
</tr>
</tbody>
</table>
WARRANTY, ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT & OTHER TERMS AND CONDITIONS

• System should have warranty of 12 months from the date of installation and commissioning.
• Performance Bank Guarantee- A Performance Bank Guarantee on schedule/Nationalized Bank in India valid for 15 months from the date of installation of the system for 10% value of the material (value means FOR destination price including taxes, duties, transportation & Insurance charges & other charges), shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply.
• Successful bidder shall have to enter into Annual Comprehensive Maintenance Contract (ACMC) for the 5 years after completion of warranty period.
• During ACMC periodical maintenance shall have to be carried on every 6 months.
• Supplier shall have to ensure that system remain in working order. In case of breakdown it should be put back into operation within 24 hours. In case of failure to do so penalty will be imposed @ 0.5 % of total annual CMC charge per day for the period of 1-3 days. Penalty will be @ 1% of the total annual CMC charge if the delay is beyond three days.
• Bank Guarantee- A Bank Guarantee on schedule/Nationalized Bank in India valid for 5 years from the date of commencement of ACMC for 10% value of the total ACMC
charges including Service tax, if any, shall have to be submitted to the Finance Deptt. of Central Hospital, Jagjivan Nagar, Dhanbad immediately after expiry of warranty period.

- For ACMC there shall be Bipartite agreement in between user and supplier or Tripartite agreement if the ACMC is to be undertaken by the authorized agency of the supplier.
- Bidder must quote year wise ACMC charge including spares and consumables separately.
- Cost of materials inclusive of all standard accessories, installation charges if quoted separately and ACMC charges for the total period of 5 years shall be considered for evaluation of the bid.
- Payment of ACMC charges – It will be paid on quarterly basis at the end of each quarter. Paying authority for ACMC charges shall be Associate finance of the user.
- System should be of latest technology and should have facility of upgradation.

A point to point compliance of above should be given.

RATE SHOULD BE QUOTED FOR COMPLETE SYSTEM FOR MODULE

Dy Chief Materials Manager(P)

ANNEXURE- “E”

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

1. Definition;

   In the interpretation of the Contract and the general and special conditions governing it unless the context otherwise requires:
   
   i. “Contract” means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.
   
   ii. The term “SUPPLIER” shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
   
   iii. “CONTRACT PRICE” shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.
   
   iv. The Chairman – cum Managing Director means Chairman – cum Managing Director of Bharat Coking Coal Limited, Koyla Bhawan (Dhanbad).
   
   v. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
   
   vi. The term “PURCHASE EXECUTIVE” shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
   
   vii. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.
viii. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier’s works to ascertain the position of deliveries of stores purchased.

ix. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.

x. The term PARTICULARS shall mean the following:
   a. Specification
   b. Drawing
   c. Sealed pattern denoting a pattern sealed and signed by the inspector
   d. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
   e. Trade pattern denoting a standard of the ISI or other standardizing authority of Bharat Coking Coal Limited and/or a general standard of the Industry and obtainable in the open market.
   f. Proprietary make denoting the product of an individual manufacturer
   g. Any other details governing the construction, manufacturer and or supply as existing in the contract

xi. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.

xii. The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.

xiii. The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.

xiv. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.

xv. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.

xvi. UNIT & QUALITY means the unit and quantity specified in the schedule.

xvii. SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.

2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to:
   i. The consignee at his premises or
   ii. Where so provided the interim consignee at his premises or
   iii. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
   iv. The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.

3. Words in the singular include the plural and vice-versa.

4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.

5. Terms and expressions not herein defined shall have the meanings assigned to them in the India Sale of Goods Act 1930 or the Indian Contract, 1872 or the General Clauses Act 1897 and as amended in respect of all the Acts as the case may be.

6 (a) Parties:-
The Parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.

(b) Address to which communications are to be sent:
For all purposes of the contract, including arbitration thereunder, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.

7. i. The price quoted shall be either FOR place or Railway station of dispatch, FOR destination.
Delivery free to the consignee, FOB or CIF as specified in the invitation to the tender. All offers from countries other than Purchaser’s country shall quote on FOB and CIF basis.

ii. In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange element and the Rupee element for stores to be imported. Sales Tax shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed to be included in the price quoted.

The prices should be included of Excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be separately indicated. In case of contracts providing for free delivery to the consignee, octroi charges shall be included where leviable.

iii. The price must be stated separately for each item on unit basis.

iv. When quotations are made for units other than those specified in the enquiry, the relationships should be stated.

v. The prices quoted must be firm and the offers made must remain open for at least SIX months from the date of submitting quotations unless otherwise specified.

vi. Tender must invariably be submitted along with illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.

vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium moving, slow moving and insurance spares and the period up to which they are likely to last.

viii. Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations there from in their tender.

ix. Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initialed by the tenderers, failing which their tenders will not be considered.

x. Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and/or its subsidiary companies.
8. (i) Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector / Inspectors unless the articles under tender are of considerable bulk in which case separate arrangement will be made for inspection of the articles offered while considering the quotation.

   ii). All samples required for inspection or test shall be supplied by the successful tenderer free of cost.

   iii). All samples must be clearly labeled with the tenderer’s name, this offer enquiry number and the last date of opening of tender.

9. a) Subletting and Assignment

   The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer, assign the contract or any part thereof or interest therein or benefit or advantage thereof in a manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.

   b) Change in a Firm

   (i) Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept as liabilities incurred by the firm under the contract prior to the date of such undertaking.

   (ii) On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever for compensation against the purchase.

   (iii) If the contract is not determined as provided in the sub-clause 1.ii above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.

10. (a) Consequence of Breach

   Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorise the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as far as applicable shall apply.

   (b) The decision of Coal India Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.

11. Use of raw materials secured with Government assistance

   a. Where any raw material for the execution of the contract is procured with the assistance of CIL and or its subsidiary companies by purchase or under arrangement made or permit, license, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier.

   I. Shall hold such material as trustee of Coal India Limited and / or its subsidiary companies.

   II. Shall use such material economically and solely for the purpose of the contract.
III. Shall not dispose of the same without the previous permission in writing of the purchaser; and

IV. Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regard to the condition of such material.

b. Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material up to such destination as may be determined by CIL and/or its subsidiary companies whose decision shall be final.

c. If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to CIL and/or its subsidiary companies all money, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.

d. Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and/or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the Government on demand the cost price or market value of all such materials whichever is greater.

12. The tenderers in case of imported items, shall clearly mention in the question that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.

13. For orders placed directly on overseas suppliers, the tenderers should separately indicate whether their prices quoted include any commission for the manufacturer’s agents in India and the amount of remuneration for the agent included in the quoted price

Price shall include:

a. The service that will be rendered by them as manufacturer’s agent

b. The name and address of agents, if any, in India, and

c. The agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India

14. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender of supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.

15. Inspection and Rejection

Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The stores supplied shall be in accordance with specification unless any deviation is authorised and specified and specified in the contract or supply order or any amendment thereof.

a) Facilities for Test and Examination
The supplier shall, at his own expenses, afford to the Inspector all responsible facilities and such accommodation as may be necessary for satisfying it, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier

b) Cost of Test
The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier’s premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examination all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector that the supplier has failed to provide the facilities and the means, for test and examination shall be final.

c) Delivery of Stores for Test
The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.

d) Liability for Costs of Laboratory Test
In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to delivery the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the Inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.

e) Method of Testing
The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

f) Stores Expended in Test
Unless otherwise provided for in the contract, all stores/materials expended in test will be to suppliers account.

g) Inspector – Final Authority and to Certify Performance
(i) The Inspector shall have the power
Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.

(ii) To reject any stores submitted as not being in accordance with the particulars.

(iii) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory;

and

(iv) To mark the rejected stores with a rejection mark so that they may be easily identified if resubmitted.

(h) Consequence of Rejection
If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to “
(i) Allow the supplier to resubmit the stores, in replacement of those rejected, within a specified time, the suppliers bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on the account; or
(ii) Purchase or authorise the purchase of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchase executive which shall be final, readily available) without notice to the supplier’s liability as regards the supply of any further installment due under the contract; or
(iii) Cancel the contract and purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser, which shall be final readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause (ii) above or this sub-clause in the provisions of clause 20 shall apply as far as applicable.

(I) Inspector’s Decision as to Rejection Final
The Inspector’s decision as regards the rejection shall be final and binding on the supplier.

(j) Where under a contract, the price payable is fixed on FOR station of despatch basis, the supplier shall, if the stores are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.

(k) Notification of Result of Inspection
Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination shall be notified to the supplier.

(l) Marking of Stores
The supplier shall if so required, at his own expense mark or permit the Inspector to mark all the approved stores with a recognised Government or purchaser’s mark. The stores which can not be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.

(m) Removal of Rejection
i. Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.

ii. Such rejected stores shall under all circumstances lie at the risk of the supplier for the moment such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier’s risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

(n) Inspection Notes
On the stores being found acceptable by the Inspector, he shall furnish the supplier with necessary copies of inspection note duly completed, for being attached to the supplier’s bill thereof.

16. Packing and Transport
   a) It shall be the responsibility of the successful tenderers to arrange for the stores
being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.

b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods despatched. He will not book any consignment on a “said to contain” basis. If he does so, he does it on his own responsibility. Bharat Coking Coal Limited shall pay for only such stores as are actually received by them in accordance with the contract.

c) All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.

d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like ‘Fragile’, ‘Handle with care’. Weight of each package will be marked on the package.

e) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee in advance.

17. Delivery:
The time for and the date of delivery of the stores stipulated in the ‘Purchase Order’ shall be deemed to be the essence of the contract and delivery of the stores must be completed by the date specified.

18. If the execution of the contract / supply order is delayed beyond the period stipulated in the contract / supply order as a result of outbreak of hostilities, declaration of any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers’ control due to act of God then CIL or its subsidiary Companies 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. If and when additional time is granted by the CIL and its subsidiary companies, the contract / supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

19. The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of stores, i.e. supplies made by the successful tenderer against the supply order mentioned at (15) above, shall be carried out by the Inspector / Consignee at the Colliery site/ stores or by the Inspecting Wing (inclusive of all its branch officer) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier’s premises.

20. Coal India Ltd and / or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.

21. The supplier shall at all times indemnify CIL and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design, or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design, or Trade Mark being made
against CIL and / or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise there from

22. Carrying vessels for Imported Items
In case of machinery imported from abroad, it is preferable that shipment should be affected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account.

23. Freight
The stores shall be dispatched at Public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure causes to the purchaser.
Where alternative routes exist, CIL and or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the supplier

24. Passing of Property.
Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee or interim consignee as the case may be in terms of the contract.

25. Laws Governing the Contract.
(a) This contract shall be governed by the Laws of India for the time being in force.
(b) Irrespective of the place of delivery, the place of performance of place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.
(c) Jurisdiction of Courts
The courts of the place from the acceptance of tender has been issued shall alone have Jurisdiction to decide any dispute arising out of or in respect of the contract.
(d) Marking of Stores
The marking of the stores must comply with the requirement of the law relating to merchandise marks for the time being in force in India.

26. Corrupt Practices
(a) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act in relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other with the Purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel the contract and all or any other contract with the supplier and
to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.

(b) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re-under by the purchaser from the supplier shall be decided by Coal India Limited and its subsidiary companies whose decision shall be final and binding on the supplier.

27. Insolvency and Breach of Contract
a) Coal India Limited and or its subsidiary companies may at any time by notice in writing, similarly determine the contract without compensation to the supplier in any of the following events that is to say –
If the supplier being an individual or if a firm any partner thereof shall at any time be adjudged insolvent or shall have a receiving order or order of administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.
b) If the supplier being a company is wound up voluntarily by the order of a court or a receiver, Liquidating Manager on behalf of the Debenture-Holders is appointed or circumstances shall have arisen which entitles the court or Debenture-Holders to appoint a Receiver, Liquidator or Manager.
c) If the supplier commits any breach of the contract not herein specifically provided for – Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

28. Progress Report
a) The supplier shall from time to time render such reports concerning the progress of the contract and or supply of the stores in such form as may be required.
b) The submission, receipt and acceptance of such reports shall not prejudice the right of the purchaser under the contract, nor shall operate an estoppel against the purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

29. All disputes arising out of this contract shall be under the jurisdiction of Dhanbad/Jharkhand court only and as per the “law of the land”.
Subject – Procurement of Telemedicine Video Conferencing System

Case relates to procurement of Telemedicine Video Conferencing System having indented value Rs 12,75384.50. Approval of indent is at page 4/n. CMS, CHD proposed to procure this system through open tender (P1/n) which has also been approved by CMD (P4/n). However subsequently CMS, CHD at page 5/n recommended for LTE.

For tendering technical specification was provided by E&M deptt which is placed at page 7-12/c. GM(E&M) and CMS also provided names of firms at page 6-7/n for LTE.

The case was further discussed with ED(MS) in presence of GM(MM) and Shri T. Singh, SE(E&T) on 14.11.08 and in line with the discussion held a draft NIT technical specification has been made and got vetted by SE (E&T) which is placed at page 13-18/c. While vetting the NIT specification SE (E&T) has specified the make of the component of the Telemedicine Video Conferencing System.

During discussion ED(MS) also opined that we should go for open tender since proven sources are not known. The names of the firms as provided for LTE are the only known sources. As discussed Proven ness criteria is for this procurement is drafted as under :-
Sealed tenders are invited in duplicate from the proven suppliers only for supply of TELEMEDICINE VIDEO CONFERENCING SYSTEM as per detailed specifications enclosed as annexure—“A”.

Bidders shall be considered as proven who will fulfill the criteria indicated below:-

PROVEN MEANS THOSE SUPPLIER WHO HAVE SUPPLIED THE TELEMEDICINE VIDEO CONFERENCING SYSTEM TO ANY SUBSIDIARY OF CIL/ ANY GOVT ORGANISATION/ ANY PSU/ PRIVATE HOSPITAL AGAINST FIRM ORDER (NOT TRIAL ORDER).

FOR PROOF OF PROVENNESS STATUS, BIDDERS MUST ENCLOSE THE SUPPLY ORDER COPIES DULY NOTORISED IN PART-I RECEIVED BY THEM DURING THE ABOVE PERIOD.”

Now as per office order no CGM(MM):000004:2008/202 dt 14/15.11.08 all items related to Telecom Deptt are to be dealt by Shri L K Jha, Dy CMM. In view of this case file may be handed over to Shri Jha for further action please.

(H Prasad)
Dy CMM(P)

GM(MM)

Case relates to procurement of Telemedicine Video Conferencing System for Central Hospital, Dhanbad at indented value of Rs 12,75,384.50. Value being more than 10 lakh for this procurement open tender as well as uploading on BCCL’s website may be issued which has also been agreed by ED(MS). Since this system is being purchased for the first time and not of nature as normally regularly purchased, matter was discussed with ED(MS) for eligibility and proven ness criteria and based on eligibility and proven ness criteria duly vetted by ED(MS) at page 8-9/n and technical specification provided by Telecom deptt (P 13-18/c) open tender may be issued.

Submitted for kind approval.

Dy CMM(P)

GM(MM)

CGM(MM)
Sub: Publication of Tender Notice

Dy.CMM is requested to arrange publication of the following tender in the leading daily newspapers and Indian Trade Journal/uploading on Website. The details are given below :-

1. Tender No.Pur/570155/telemedicine/VCS/08-09/

2. Description – Telemedicine Video Conferencing System

3. Quantity – 1(One) Set


5. Tender Value – Rs.12.75 Lakhs
6. Due date of submission of tender – 27-01-2009 upto 1 PM

7. Due date of opening of tender – At 3 PM on 27-1-2009

Dy. CMM(P)

Dy. CMM(D4)