



# **BHARAT COKING COAL LIMITED**

( A Subsidiary of Coal India Limited )

Office of the Chief Medical Officer,  
Central Hospital, Dhanbad,  
Materials Management Department,  
P.O.-Jagjiwan Nagar,Dhanbad-826003

## **TENDER- NOTICE**

Sealed tender are invited in duplicate only from the proven manufactures or their exclusive authorized dealer duly authorized by their manufactures to quote against this tenders for Pathological Equipment & comprehensive maintenance Contract to the Central Hospital, Jagjiwan Nagar, Dhanbad.

Tender forms with details of terms & conditions and specification can be had from the office of the under signed on any working day between 10.30 AM to 01.30 PM from 17.12.2010 to 20.01.2011. on payment of Rs 1000/= Rupees one thousand as tender fee which can be deposited in cash /Bank Draft payable to Bharat Coking Coal Limited at Dhanbad(Non refundable).Down loaded tender shall also be accepted on proof of payments of tender fee.

Tender will be received up to 21.01.2011 at 1.00PM and will be opened on same day at 3.30 PM in presence of attending tenderers or their authorized representative.

S.No	Tender No	Items	Estimated value	EMD
1	BCCI/CHD/PC/Path. Equipment/10-11/7297 dt.6.12..2010	Pathology Equipment	9,18,000.00	18,360.00

The undersigned reserve the right to accept or reject any or all the tenders either in full or part without assigning any reasons thereof

For more details visit our website –<http://bccl.cmpdi.co.in>

**Chief of Medical Services  
Central Hospital,Dhanbad**

**BHARAT COKING COAL LIMITED**

( A Subsidiary of Coal India Limited )

Office of the Chief of medical services  
Central Hospital, BCCL ,PO Jagjiwan Nagar,  
DHANBAD-826003

TENDER NO : BCCL/CHD/PC/Pathology/ 10-11/

Dated:- 16.11.2010

**DUE DATE & TIME FOR SUBMISSION—21.01.2011****UPTO :- 1.00PM****DUE DATE & TIME FOR OPENING----- 21.01.2011****AT :- 4.00PM****COST OF TENDER DOCUMENT ----Rs.1000=00**

**REQUIRED AMOUNT OF EARNEST MONEY – Rs. 18360.00 (2% of Estimated tender value  
Rs 9,18000.00)(Please see clause no 10 & 12)**

**OPEN TENDER ENQUIRY**

Documents issued to ----- ----- -----	If this Documents has been downloaded from our website part-III envelope (clause 9 © bearing required Bank Draft for the requisite. Tender fee must been enclosed along with the tender otherwise their offer shall be rejected out rightly without any reference, However, the content of the tender documents available for sale in our office shall be deemed as authentic. The responsible of errors & omissions in the downloaded documents will be with tender.
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**Sub: Notice Inviting Tender for Supply of Pathology Equipment.**

Dear Sirs,

1. Sealed tenders are invited in duplicate from proven manufacturers or their exclusively authorized sole selling agents (in case of imported products) authorized by their manufacturer to offer against this tender, for supply of Pathology Equipment to Central Hospital Dhanbad of BCCL as per annexure – “A”.

**FOR CONSUMABLES.**

**PROVEN MEANS THOSE MANUFACTURE OR EXCLUSIVELY AUTHORISED SOLE SELLING INDUSTRY WHO HAVE SUPPLIED TENDERED ITEMS(S) IN PAST TO TO THE MINING INDUSTRY AND/OR TO THE OTHER INDUSTRIES (PRIVATE OR GOVERNMENT/PUBLIC SECTORE UNDERTAKING –INDIGENOUS OR GLOBAL) AGAINST REGULAR (FIRM) ORDER (NOT TRAIL ORDER) PLACED BY COMPANY’S HQ FOR THIS PURPOSE THE FIRM SHOULD SUBMIT AUTHENTICATED COPY OF SUCH PURCHASE ORDER RECEIVED BY THEM HOWEVER TRAIL ORDERS PLACED BY BCCL CO HQ.MAY BE CONSIDERED IF THE FIRM OBTAINS PROVENS STATUS ON PERFORMANCE BASIS AGAINST SUCH TRAIL ORDERS**

**2. The offers are to be submitted before the closing date and time as mentioned above.**

3. Tender may be deposited in person by the tenderer in the tender box kept at tender cell, purchase department, Office of the chief of medical services, Central hospital Dhanbad, PO Jagjiwan Nagar, Dhanbad, or sent by post or courier to the above address. BHARAT COKING COAL LTD, however do not take any responsibility for loss of tender in transit.(i) A tender which has not been received on the due date and before the time of the opening of the tender, the same will not be considered. No relaxation in this respect will be entertained

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

5. The details of required items is at **Annexure-A**.

6. Quotation against this tender enquiry must be submitted in the following way.

- (i) A- Technical details with Technical specification – These should be in part –I(Techno-commercial
- (ii) B - Commercial terms without price.
- (iii) C Price only- It should be in part ii – Price Bid

7. ( a ) The offers are to be submitted in two parts. The first part “Part- I i.e. Techno-commercial offer ” should contain the detailed Technical and commercial terms of the offer . However, this should not contain the price. 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 envelope should be sealed super scribed with the tender number and the date of opening and must mark Part II.

©Part-III ( Applicable for those tenderes who will down loaded tender documents from our website)

In this case the intending tender must enclosed the requisite tender fee as Bank Draft from any schedule Bank drawn in favor 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.

The entire envelope containing the tender shall be properly sealed. Envelope stapled shall not be accepted. The name and address of the must also be indicated on the envelope.

All these three sealed envelope i.e part-I (Techno-commercial bid), part-II (price bid) and part-III (Tender fee) shall be kept in a bigger envelope giving details of the tender no. and due date of submission and opening along with name and address of the bidders.

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

8. Part - I (Techno commercial Offer) will be opened on 20.05.2010.the due date of tender opening in presence of the authorized representative of the attending bidders

NOTE.

- a) Tenders not submitted in the above manner will not be accepted.
- b) If tender 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.

9. 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 suitably be intimated to such bidders whose offers are found techno-commercially acceptable.

10. Bharat Coking Coal Limited reserves the right to accept or reject any or all offers either in part or in full without assigning any reason thereof. No dispute of any kind can be raised against this right of the buyer in any court of law or elsewhere.

#### 11. Earnest Money:

- a) An Earnest money of **Rs. 18360.00** in terms of Bank Draft of any schedule 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 it accompanies the Part-II(Price bid) , it will be presumed that tenderer did not deposit the requisite Earnest money and their offer shall be considered unresponsive. For unsuccessful tenderer, earnest money shall be refunded immediately after finalization of the tender.

12. **Security money** – Successful tenderer are required to deposit security money in the form of Bank Draft or Bank Guarantee of any schedule Bank drawn in favor of “BHARAT COKING COAL LIMITED” payable at Dhanbad, of 10% value of the order(value means F.O.R destination price) within 15 days from the date of receipt of order otherwise supply order shall be cancelled and firm’s performance is to be kept recorded for future dealings with them. EMD should be converted to security money which will be refunded to the firm within 30 days of execution of the contract. For unsatisfactory performance and/or contractual failure the security money shall be forfeited. Please confirm the acceptance of this clause clearly.

13. State /central Govt. Organization / PSU & valid DGS & D / NSIC registered (for tendered items), firm shall be considered for exemption for submission of EMD / Security money if they can produce documentary evidence.

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.

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

**15.** Tenders of those tenderers who suo moto offer different prices or change the terms which effects the quoted price of the firm within the validity of the offer shall be treated as invalid offer ab initio and the action against such tenderer as per CIL rules / procedure will be taken.

**16. 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.**

**IMPORTANT NOTE:.**

(i). The agencies are requested to go through all the Annexure pertaining to checklist 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, terms and conditions as per tender documents along with all supporting documents failing which offer may not be considered.

(iii) Firms who are manufacturer must submit their complete and valid NSIC/DGD & D registration certificate with the list of items. BIS licence / DGMS approval etc may also be enclosed if required.

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

(v). Self attested copies of orders received from subsidiaries of CIL for the 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

(vi). The complete offer should be typed in the letter head of the tenderer (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 authorized signatory.

(vii). All pages of tender documents should be signed including all enclosures with the tenders except printed leaflets/catalogues and have company's seal. This is must otherwise offer shall be rejected

(viii). Erased and over written quotations will be summarily rejected unless corrections are authenticated with the tenderers signature.

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

(x).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.

(xi) Bharat Coking Coal Limited reserves the right:-

(a)“Purchase preference to be given to the Central Public Sector Enterprises (CPSEs) in line of Govt of Indis's guide line”

(b)Not withstanding anything said above, BCCL reserves the right to follow any guideline or instruction received from the Government or any statutory bodies from time to time.

**17.**Commercial terms and conditions as per Annexure-B

**Encl: As above**

**Yours faithfully**  
**For & on behalf of Bharat Coking Coal Limited**

**COMMERCIAL TERMS:-**

**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 contacts 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/quantity item ordered and supplied. Specific details should be given regarding the item supplied with full address of the user , so that the same can be verified if felt necessary.
- iii) Details of collaborations, if any.
- iv) Details of After Sales Service to be provided , namely address of service depots , if any , strength of after sales service personnel and their qualifications and backgrounds.
- v) Details of Training offered, if any.
- vi) Details of quality control measures/stage inspections carried out .Accreditation of any approved std. quality control institute or organization may be indicated certifying the quality system of the bidder.
- vii) Details regarding location of the works. The purchaser reserves the right to inspect the works of the bidder , the facilities they will provide to carry out pre despatch inspection in stages of manufacturing process , if buyer wish to do so.
- viii) 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.

**(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)

NOTE: - 1. Please confirm in the technical bid Part-I that their rate is not inclusive of sales tax otherwise their offer may be ignored. However if their rate is inclusive of Ex-duty they must indicate the applicable rate of Excise duty in the technical bid i.e. Part-I

2. 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.

i)In case of direct import by us(BCCL) , price will be on F.O.R. delivery Port basis only . The Price must be on FIRM basis.

ii)In case of Imported stores and prices are in Indian rupees on FOR destination basis , only applicable sales tax and statutory local levies(if any) will be payable extra. The price must be on FIRM basis.

iii)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 to ascertain the competitiveness of the tender. In case of F.O.B price all discount attracts custom duty etc. except trade discount.

2 (A) Detail evaluation of financial bids. (a) 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 despatching station basis , the price will be loaded to arrive at the F.O.R. destination price on the following manner.

Approximate distance of dispatching Station from Consignee's end.	Percentage FOR dispatching station price regarding Freight.	Packing and Forwarding Charges	Transit Insurance Charge
Above 2001 Km	5%	2%	½%
1501Km - 2000 Km	4%	2%	½%
1001 Km -1500 Km	3%	2%	½%
501 Km – 1000 Km	2%	2%	½%
Below 500 Km	1%	2%	½%

2 (B) (b) In case of Imports , the tenderers are required to quote on FOB delivery port basis. The total price will be estimated in the following manner to arrive at the CIF price & landed price of the import offers.

Sl.no	Description	Imported from USA ,Canada and Japan	Imported from European and other countries.
1	Freight & Insurance	12% of FOB value	10% of FOB value
2	Insurances Charges	1/2% of FOB value	½% of FOB value
3	Custom Duty	As applicable	As applicable
4	Port handling and clearance Charges , Inland transportation another miscellaneous charges	5% of FOB value	5% of FOB value

To arrive the FOR destination Price in Indian Rupees , the exchange rate published in National Newspaper applicable on the date of opening of Price Bids will be taken. The applicable rate will be "Selling BC Rate".

2. VALIDITY:- The offer must be valid for acceptance for a period of **6(Six)** months from the date of opening tender. Offers will not be permitted to be withdrawn during this period.
3. ULTIMATE CONSIGNEE:- The materials may be consigned to any of the depot of BCCL.

4. PRICE VARIATION: I) Only FIRM price shall be quoted .No price variation will be allowed during the pendency of the contract excepting for price fall clause.
5. PAYMENT TERM;-
- a) For indigenous supplies-100% within 30 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill , whichever is later by the consignee.
- b) For imported supplies if Price is on FOB basis.In case of imported items where the price is on F.O.B. value 90% will be paid against letter of credit. Balance 10% will be paid after receipt and acceptance of materials. Agency commission will be paid in Indian Rupee .Clearly indicate the quantum of Agency Commission included in the F.O.B Price.

6. Either the Indian Agent on behalf of the foreign principal or the foreign principal may directly bid in a tender but not both.

**7.If an agent participates in a tender on behalf of one manufacturer , he should not quote on behalf of another manufacturer along with the first manufacturer for the same item.**

8. In case of indigenous supplies , Tenderers are required to furnish the following details/information in the techno-commercial bid Part-I for transferring the Money to the supplier's account through e-banking while making payment

- 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.

9..DELIVERY:-i) Required delivery schedule-**AS PER ANNEXURE- 'A'** encl.

ii) The bidder should be in a position to supply in specific delivery period at least 25% of the total tendered quantity , otherwise offer shall be considered unresponsive.

iii) The delivery schedule quoted in the offer shall be firm and final. Delivery schedule shall counted from the 10<sup>th</sup> date of the order . Failure to supply the material in time may attract penalty as per clause No. 10

10.PENALTY FOR FAILURE TO SUPPLY IN TIME:- As per Appendix –I

11(a) GUARANTEE / WARRANTY.

i) If the order is decided to be placed on the bidder, the bidder should confirm against the clause that in the event of any breakdown or failure of performance due to defects in materials, design, workmanship, spare parts etc. BCCL shall promptly notify the supplier in writing of any claims arising under this warranty. The repairs replacement or rectification work shall be carried out by the supplier at site at no cost to the purchase within 21 days of settlement of warranty claims.

“At no cost to the purchaser” means, the supplier will have to bear all the expenses up to the destination site i.e. Ex-works prices, Excise duty, Sales tax, Insurance, Inland Transportation Charges etc. as applicable to ensure free delivery of warranty replacement at BCCL sites.

The supplier will be required to stock spares to take care of warranty period breakdown . Spares should be available immediately from the date of intimation of breakdown. The above clause shall be applicable for supply of equipments and its spare parts.

ii) The suppliers must ensure that there is no major breakdown due to manufacturing design defect during the warranty period. In case such breakdown occurs, the purchaser will reserve the right to extend the warranty period suitably as per the availability clause mentioned in the Technical Specification. Applicable for equipments & spare parts.

#### 11.(b) SPECIAL GUARANTEE / WARRANTY – As per Annexure - A

#### 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.

#### 12. QUALITY CONTROL MEASURE

The bidder shall furnish details of quality control measures being adopted by him, including any International / Indian standard being followed.

#### 13. PRICE FALL CLAUSE:- As per Appendix -II

#### 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.

© 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) If the inspections and tests are conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production 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 representative's i.e. third party 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.

For Chief of medical services

## **(APPENDIX-I)**

### **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 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 from 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 supplier must confirm the acceptance of this Penalty clause which will not be altered.

### **PRICE FALL CLAUSE.**

#### **APPENDIX-II**

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 sells the stores of identical description to any other organization till validity of the contract.

ii) If at any time during the said period the supplier reduces the sale price of such stores or sells 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 CMS, Central Hospital, 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..

**APPENDIX-III**

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 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 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

1. 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

## ANNEXURE –A

### **(B)Comprehensive Maintenance Contract (CMC)**

1. The bidder has to undertake 2 years Warranty+ 7 Years CMC
2. During the CMC period the equipment are to be kept in working order 365 days in a year
3. The company has to ensure periodical Preventive Maintenance & to attend on breakdown calls after receiving a complaint from the user telephonically /FAX/Letter.
4. The equipment should be repaired within a reasonable period otherwise penalty will be imposed as per CMC agreement with ultimate consignee
5. For CMC there will be Tripartite/Bipartite agreement between Principal Company/Authorized dealer and BCCL (Ultimate consignee)
6. The payment terms will be after successful completion of maintenance visit
7. The bidder has to deposit 10 % of CMC value in form of Bank Guarantee as lateral Security for CMC
8. Bidder has to make an agreement with the company for warranty& CMC at the time of Supply
9. RANKING OF OFFERS RECEIVED WILL BE DONE ON THE BASIS OF BOTH THE EQUIPMENT AND THE CMC CHARGES.
10. TRAINING AND DEMONSTRATION IS ALSO REQUIRED.

#### **Note-**

- Preventive Maintenance Visit:-There will be minimum 2-4 Preventive Maintenance visit equally spaced during the year.
- Breakdown Visit:- There will be any number of breakdown visit on as and when required basis. The breakdown call should be immediately attended and down time of the equipment should be minimum.
- Payment Term of CAMC charges:-Payment after successful completion of maintenance visit.

ANNEXURE- "C"

CHECK- LIST

( To be filled by the Tenderer duly signed and stamped )

- |  |        |
|--|--------|
| 1. Whether the tenderer is a Manufacturer  | Yes/No |
| 2. Whether the tenderer is a exclusively authorized marketing outlet of a manufacturer   | Yes/No |
| 3. If the reply against(2) above is yes, then indicate name & full address of the Principal.                                     | Yes/No |
| 4. In case of (2) above whether the Principals Authorisation as Exclusive Authorised Marketing Outlet is enclosed with the offer | Yes/No |
| 5. Acceptance of six months validity period as per clause No.3 of Annexure B of NIT  | Yes/No |
| 6. Whether quoted prices are FIRM/VARIABLE as per clause No.5of Annexure'B' of NIT   | Yes/No |
| 7 Whether Price quoted is on FOR destination basis as per NIT  | Yes/No |
| 8 Whether Payment terms as per clause No.5 of Annexure 'B' of NIT accepted   | Yes/No |
| 9. Whether Liquidated damages & Risk purchase clause as per clause No.10 & Appendix-lof Annexure'B' of NIT accepted              | Yes/No |
| 10.Whether acceptance of Price fall clause as per clause 13 of Annexure'B' of NIT accepted                                       | Yes/No |
| 11. Whether banned or delisted by any Govt or Quasi Govt Agency/PSU  | Yes/No |
| 12. Pls. also see ADDITIONAL CHECK list  |        |

# **ADDITIONAL CHECK LIST FOR COMMERCIAL TERMS**

SL	Commercials Terms as per NIT	Required
1	Security-Money(Exemption allowed for State/Central Govt. Organization /PSU& DGS&D/NSIC registered for tendered itemson submission of documents)	To be agreed for Submission upon Order placement
2	Please confirm that price in your price bid is given” with break up in Following head:-  (a) EX works price (b) Freight & Insurance, (c) P&F charges (d) ED if applicable (e) Sales Tax	Confirmation required  (Without quoting Price) whether offer submitted by you covers the price break up as given at sr no 2(a) to 2(e)
4	Acceptance of Jurisdiction of Dhanbad Court and Jharkhand High Court in case of any legal disputes	To be agreed
5	Delivery Clause	To be agreed strictly as per NIT
6	Acceptance of Force majeure clause as per clause 14 of Annx B	To be agreed
7	Inspection Clause as per NIT	To be agreed
8	Please confirm acceptance of all other commercial terms as per NIT.	To be agreed
9	Submission of self attested Order copies for NIT Items	To be submitted
10	Bank Details	To be submitted
11	Ultimate Consignee	To be agreed
12	Price variation clause	To be agreed
13	Packing for Transit clause	To be agreed
14	Have you submitted tender fee or proof of payment of tender fee in part I as indicated in NIT.	To be checked & Complied
15	Have you carefully prepared and signed with name &	To be complied

	Designation and stamped with the company's seal on all the pages of the tender document.	
16	Have you enclosed a blank format of price bid as quoted by you(Without Price) along with your offer with the confirmation that price bid have been carefully prepared and signed on all pages of the price bid.	To be complied
17	Have you submitted the requisite EMD or have enclosed proper document Notarized as per NIT for exemption in submitting EMD.	To be complied
18	Have you sought any deviation in commercial or technical parameters	To be complied
19	Please. Submit sales / vat/ TIN No .	To confirmed

**IMPORTANT TERMS**

(A) All commercial terms of the NIT schedule must be accepted in totality. In case you deviate on any of the commercial terms of the NIT, that must be pointed out specifically.

(B) In case if the opening date of the tender falls on Holiday or on Saturday , the tender shall be opened at 4 PM on immediate next working day.

(C) This tender is fresh invitation to tenderers .

(D) VENUE OF TENDER OPENING:--OFFICE OF CMS,CHD

NOTE: NON -ACCEPTANCE OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO REJECTION OF OFFER/THE OFFER MAY BE TREATED AS

**Sr.Manager (Store)**

**Central Hospital, Dhanbad.**



**TERMS AND CONDITIONS FOR ENTERING INTO COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR PERIOD OF—YRS AFTER EXPIRY OF WARRANTY**

**1.Preventive Maintenance Visit**:-The bidders will render 4 nos of preventive maintenance visit per year for periodic servicing of the equipment .The preventive maintenance visit will be equally spaced during the year.

**2.Breakdown Visits**:-There will be any number of breakdown visit on as and when required basis. Any breakdown call shall be attended within shortest possible time so that the equipment be put back to operation within 1 to 3 days of intimation date if no spare parts are required to be replaced in the machine after breakdown. Intimation regarding break down shall be passed on to service provider by telephone/fax or any other mode and it will be binding on the service provider to act immediately upon such intimation .

**3.Uptime guarantee**:-95% of uptime guarantee should be ensured during CAMC period i.e the equipment should be in complete working condition for not less than 347 days out of 365 days in a year beyond which downtime time penalty shall be imposed. Similarly during warranty period if the total downtime exceeds 18 days in a year the warranty period shall be extended to cover/compensate for the downtime period.

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

**5. Lateral Security deposit for CAMC** . The bidders must agree to deposit @ 10 % of the maximum yearly CAMC value , as lateral security, either in form of Bank Draft in name of BCCL payable at Dhanbad or Bank Guarantee of any schedule Bank. Bank Guarantee should remain valid beyond the expiry of CAMC.

**6.Guarantee for availability of spare parts during whole CAMC period**. The principal company must undertake & ensure availability of spare parts for whole period covering Guaranty/Warranty as well as post warranty CAMC. In case principal company changes their dealer during the currency of Guaranty/Warranty and post warranty CAMC period, it will be responsibility of principal company to ensure Warranty & Post Warranty CAMC by the new dealer at the agreed terms All the Spare parts required will be replaced free of cost during currency of guarantee/Warranty & post Warranty CAMC period

**7.Payment terms of CAMC**; Payment of CAMC will be made on pro-rata basis within 30 days after each preventive maintenance visit, upon submission of service report with satisfactory completion certificate of HOD of the concerned deptt and bill for the same. No advance payments will be made for CAMC.

**8.Paying Authority for CAMC** Paying authority will be associate finance of User Deptt.

**9.Bipartite/Tripartite Agreement** .If bidder against tender is a dealer and submits tender on behalf of their principal company then there will be tripartite agreement for AMC involving BCCL, Bidder & the principal company , before placement of supply order on the successful bidder . If manufacturing company directly participates in tender then there should be Bipartite agreement between BCCL & bidder for CAMC before placement of supply order on the successful bidder

**10.Jurisdiction**:-The district court at Dhanbad or High court of Jharkhand shall have exclusive jurisdiction to entertain any application / litigation touching the Bipartite/Tripartite agreement.

## **ANNEXURE-A**

<b>Sl. No.</b>	<b>Items Details</b>	<b>Qty</b>
<b>01</b>	<b>BLOOD DONER COUCH</b>  Technical specification- <ol style="list-style-type: none"> <li>1. Designated to provide a comfortable position for the donor.</li> <li>2. Variable position for the arm rest.</li> <li>3. Re- clining and upright body positions.</li> <li>4. Power slide control for head low feet high position to and intermediate position.</li> <li>5. Adjustable arm rest swing out for easy sitting as well as move up &amp; down</li> <li>6. Accommodate accessory via support break-up on both sides.</li> <li>7. Trays for placing blood collection monitor. BP apparatus accessories like cotton swabs beta dine solution, band aid will be preferred.</li> <li>8. Operation with provision of double monitor.</li> <li>9. Mono invariability provider with caster wheel.</li> <li>10. Accessories: BCM tray, BP apparatus tray, Tray for accessories and Telescopic IV stand.</li> <li><b>11.Warranty 2years.</b></li> </ol>	<b>01</b>
<b>02</b>	<b>PORTABLE TUBE SEALER</b>  Technical specification- Battery operated tube sealer with facility to cut power supply. NI-MH battery pack 12V3.5AH,Input 100-240v,50/60Hz single phase AC out put 15v DC, 500mA initially 16hrs, recharge 8hrs Charging & sealing can be done simultaneously. Seal time not less than 1sec.IndicationPower charging, battery level, sealing indication in the ghm maximum diameter of tube that can be sealed. No. of seals not less than 1250. Continuous seals from fully charged battery with wooden/plastic box to carry.	<b>01</b>

03	<b>DE-ELECTRIC TUBE SEALER</b> Technical specification:- <ol style="list-style-type: none"> <li>1. Sealing time- Adjustable 1-5 second.</li> <li>2. Protection against electric shocks.</li> <li>3. Splash guard for protection of user.</li> <li>4. Automatic tube detection.</li> <li>5. Device designed for mobile use.</li> <li>6. Supply- 100-240v AC .</li> <li>7. Carry bag for mobile use.</li> <li>8. Warranty 2years.</li> <li>9. CAMC for 7yeras after warranty.</li> </ol>	01
04	<b>BLOOD COLLECTION MONITOR</b> Technical specification:- <ol style="list-style-type: none"> <li>1. Gentle mixing and control of collection time gives high quality blood(Platelets)</li> <li>2. Automatic counter balancing at start procedure.</li> <li>3. Automatic working tube clamp.</li> <li>4. Suitable for all blood bags in the market.</li> <li>5 Measures gross or net volume with the best accuracy of 1%</li> <li>6 Automatic check in blood flow and time during collection.</li> <li>7 Continuous display of collected volume, flow and time during collection.</li> <li>8 Present standard volume easy to change.</li> <li>9 Adjustment limits for low and high flow of time alarm.</li> <li>10 Repetitive notification every minute including gentle mixing to avoid coagulation.</li> <li>11 Warranty 2years</li> <li>12 CAMC for 7years after warranty.</li> <li>13 Protection against electric shocks.</li> <li>14 Easy charging</li> <li>15 Motor activated clamping.</li> <li>16 LED indication and audible alarm for debit flow when the flow rate goes below 20ml/min or high flow rate above 180ml/min. automatic clamping when flow rate is less than 20 ml per minute for more than two minutes.</li> <li>17 LED &amp; LCD indication and audible alarm during power failure. LED indication and audible alarm at the end of collection.</li> <li>18 Carry box for convenient safe and easy transportation.</li> <li>19 Automatic clamping:- (A) When flow rate sustained less than 20ml/min for more than 2mintues. (B) Completion of fixed collection volumes.</li> </ol>	02
05	<b>SINGLE PAN BALANCE DIGITAL ELECTRONICS</b> Technical specification:_ <ol style="list-style-type: none"> <li>1. Single pan digital electronic balance with range 01mg to 10gm.</li> <li>2. Easy to operate, can be operated from both sides.</li> <li>3. Warranty 2years</li> </ol>	01

**IMPORTANT TERMS**

Delivery- Within 30-45 days which shall be reckoned from 10<sup>th</sup> days of issue of supply order. Supply order copy along with Fax no supplied to licensed blood bank reputed govt. blood banks to be submitted along with technical offer.

CAMC clause – As per attached Annexure II Quarterly calibration of equipment.

Performance Bank Guarantee as per appendix III

(A) All commercial terms of the NIT schedule must be accepted in Toto. In case you deviate on any of the commercial terms of the NIT, that must be pointed out specifically.

(B) In case if the opening date of the tender falls on Holiday or on Saturday , the tender shall be opened at 4 PM on immediate next working day.

(C) This tender is re-tender invitation to tenderers .

(D) VENUE OF TENDER OPENING:--Office of Chief of Medical Services, Central Hospital, Dhanbad.

NOTE: NON -ACCEPTANCE OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO REJECTION OF OFFER/THE OFFER MAY BE TREATED AS UNRESPONSIVE.

**Sr.Manager (Store)**

**Central Hospital,Dhanbad**