



BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited, A Maharatna Company)
 Office of the General Manager(MM) Materials Management Department,HQ
 OFFICE at-Washery Division, CCWO, Saraidhella, Dhanbad-828127.
 Tel.No.0326-2222647,Fax No.0326-2222644/2203996

Web site: www.bccl.govt.co.in

NOTICE INVITING TENDER (GLOBAL OPEN)

Through E-tendering Process Only

REF.NO. BCCL/GM(MM)CCWO/ PUR/ 912198 //CHD/12-13/ 2012/Global/ 49 Dated 26.7.2013.

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I	Notice Inviting Tender for procurement of Holter Monitor with Analyser-1 No for CCU, Central Hospital,Dhanbad with warranty two (02) years & CAMC for 08 years after warranty as per the technical details & schedule of requirement enclosed (Annexure –A).	
II	DETAILS OF TENDER:	
	a) MODE OF TENDER	ON LINE BIDDING SYSTEM Pl. visit website www.itietendering.com/CIL
	b) TYPE OF TENDER	TWO BID
	c) ESTIMATED VALUE OF TENDER	Rs. 8.00 Lakhs or US\$ 13334 (without CAMC charges)
	d) DUE DATE & TIME OF SUBMISSION OF REQUIRED DOCUMENTS OFF-LINE AT BCCL,DHANBAD	UPTO 3.00 PM IST OF <u>19.9.2013</u>
	e) DUE DATE & TIME OF ON- LINE BIDDING BY BIDDERS	UPTO 3.00 PM IST OF <u>19.9.2013</u>
	f) DUE DATE & TIME OF OPENING OFF-LINE DOCUMENTS AT BCCL DHANBAD	AT 3.30 PM IST OF <u>19.9.2013</u>
	g) DUE DATE & TIME OF OPENING OF PART-I OFFER ON-LINE, i.e. TECHNO – COMMERCIAL BID	AT 11.00 IST OF <u>20.9.2013</u>
	h) TENDER FEE INR	- Rs.1000 or US\$ 17
	i) EARNEST MONEY DEPOSIT INR	- Rs.16000-or US\$ 267

j) DUE DATE AND TIME OF OPENING OF PRICE BID	WILL BE COMMUNICATED TO THE TECHNO-COMMERCIALY ACCEPTABLE AND PROVEN BIDDERS BEFORE OPENING OF PRICE-BIDS
k) INTEGRITY PACT :	APPLICABLE (Annexure I)
<p>INTEGRITY PACT (applicable) : BCCL HAS SIGNED M.O.U WITH M/S. TRANSPARENCY INTERNATIONAL INDIA FOR IMPLEMENTATION OF INTEGRITY PACT. THE INTEGRITY PACT DOCUMENT TO BE SIGNED BY THE BIDDERS IS ENCLOSED. THIS INTEGRITY PACT IS DEEMED TO HAVE BEEN SIGNED BY BCCL AUTHORITIES AND A COPY MAY BE DOWNLOADED BY THE TENDERER FOR THEIR RECORD. SUBMISSION OF INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IS MANDATORY FOR THIS TENDER. THEREFORE, THE TENDERERS ARE ADVISED TO SUBMIT THE INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED MENTIONING THE TENDER NO.AND DATE. IN CASE THIS IS NOT SUBMITTED ALONGWITH THE TENDER, THE TENDER MAY BE CONSIDERED AS UNRESPONSIVE AND MAY NOT BE CONSIDERED FURTHER FOR EVALUATION. Name of Independent External Monitor is mentioned as under : Sri A.K.Chakaraborty(Retd. Judge), BB-69,Sect-1, Salt Lake,Kolkata-700064.</p>	
III	INSTRUCTIONS TO BIDDERS: For registration ,submission of the ON_LINE bids,procedure& method of correspondence etc, Please visit website : www.itietendering.com/CIL (refer annexure-K) The requirements for submission of the Bids On-line are indicated below for the information and compliance of the bidders:-
A	All entries in the quotation should be entered at on-line submission form without any ambiguity.
B	Tender cannot be accessed on-line after the DUE DATE and TIME of submission stipulated above.
C	Any order resulting from this enquiry shall be governed by the terms and conditions of the supply order & this tender enquiry.
D	Where counter terms and conditions have been offered by the supplier, the purchase shall not be governed by them unless specific acceptance has been given in writing in the order by the purchaser.
E	The Company has the right to cancel the enquiry or extend the due date of receipt of offer and/or opening of tender without assigning any reason thereof.
F	For supply of Holter Monitor with Analyser -1 No for CCU, Central Hospital,Dhanbad, BCCL. .
G	<p>(i) METHODOLOGY OF SUBMISSION OF TENDER: The bidders must submit their offer i.e. PART-I and PART-II through ON LINE bidding up to the scheduled time and date.,detailed herebefore. The PART – I will contain all Techno-Commercial terms and conditions <u>except PRICE</u>. PART-II: will contain <u>only PRICE BID</u>. In addition to the ON-LINE submission of the offer, the following documents as indicated below must be submitted in sealed cover addressed to GENERAL MANAGER (MM)HQ, CCWO,BCCL Office AT/PO:CCWO, Post- CCWO, Steel Gate DHANBAD-828127 (Jharkhand), INDIA super scribed with the name and address of the tenderer, tender number & date and time of opening of tender , on or before the due date and time of submission of Off-Line Required Documents as indicated above:</p>

- (i) Tender fee or exemption certificate duly self attested and Notarized.
- (ii) EMD or exemption certificate duly self attested and Notarized.
- (iii) Integrity Pact duly signed and stamped indicating the name and designation / capacity of the signatory and Witness.
- (iv) Proof of Manufacturer duly self attested and notarized (if applicable)
- (v) Authorization giving this tender reference number, of manufacturer to quote against the tender.
- (vi) Document substantiating the manufacturing status of principal is to be submitted duly notarized (applicable for authorized dealer)
- (vii) Copy of exemption certificate towards Sales Tax duly self attested, if applicable.
- (viii) Copy of exemption certificate towards Excise Duty duly self attested, If applicable
- (ix) Copy of complete set of valid NSIC registration certificate clearly highlighting the list of tendered items duly self-attested and **Notarized** as per NIT if applicable.
- (x) Copy of complete set of DGS&D registration certificate self-attested and **notarized** as per NIT, if applicable.
- (xi) **Copies of supply orders and proof of supply like copy of dispatch challan, Invoice copy etc** for tendered items **duly notarized**, as listed in the past supply details of techno-commercial bid submitted on-line.
- (xii) Copy of agency agreement and commission payable in case of Indian agent involved in the tender, if applicable.
- (xiii) As per provision of Micro, Small and Medium Enterprises Development Act, 2006, the vendors shall confirm their Registration Number along with the name of their Registering Authority and attach a duly self certified copy(certified by the Chief Executive of the Enterprise) of the valid registration certificate ,If applicable .
- (xiv) Certificate for Indigenous content (If applicable)
- (xv) Fitment guarantee Certificate that the offered items shall fit and function in the equipment, on which they are intended to be used, without any modification or alteration, (If applicable).
- (xvi) Non-Banned or de-listed supplier declaration,.
- (xvii) Other documents required as per NIT to be submitted by the bidder, if any.
- (xviii) All the documents, as per Eligibility Criteria and Proven-ness Criteria /Technical specification of NIT.**
- (xix) List of Documents submitted by the bidder must be enclosed on the letterhead of the bidder, giving the reference of the tender no. & date and due date of opening.

NOTE: (1) The bidder, who have not submitted the required tender fee and/or EMD / exemption documents for tender fee and/or EMD off line as mentioned above will not be considered for opening of their online techno-commercial bids. Further, if the bidder fails to submit the other required documents off line as mentioned above, their price bid may not be considered for opening.

(2) No Tender fees and EMD are required for Central / State Govt. / Union Territory Govt. Department / Public Sector Undertakings and Ancillary Units of BCCL only on submission of Ancillary certificate for the tendered item(s) as documentary evidence. & NSIC registered firm for same item against documentary evidence.

SUB: TENDER FOR SUPPLY OF Holter Monitor with Analyser-1 No for CCU, Central Hospital,Dhanbad, BCCL AS PER THE TECHNICAL DETAILS & SCHEDULE OF REQUIREMENT ENCLOSED (Annexure-A Hospitals of BCCL.Dhanbad).

01. OTHER TERMS AND CONDITIONS OF THE TENDER ARE AS FOLLOWS:-

The lowest quotations in duplicate sets complete in all respect are invited from manufacturers whose products are proven as per given NIT clause hereunder for supply of materials indicated in the schedule of requirement and its Technical Specifications enclosed vide Annexure-A.

2. ELIGIBILITY CRITERIA:

(A) Manufacturers will have to submit a **DULY NOTARIZED & SELF-ATTESTED** copy of their Manufacturing License/Certificate/complete Photocopy of registration with NSIC/DGS&D/SSI/DIC/ Registrar of Companies/ISO Certificate etc. with the list of items attached (for confirmation of coverage of quoted item in the list) along with the techno-commercial bid of the offer.

(B) Whenever manufacturer is not quoting directly as a matter of policy, the Sole Selling Agent/ Authorized Dealers/Distributors shall submit **tender specific self certified original authorization from the manufacturer to quote against the tender** (giving tender No.& Date in the self certified original authorization letter) **along with self certified & duly Notarized copy of principal's manufacturing license/Certificate/ complete photocopy of registration with NSIC/DGS&D/SSI/ DIC/Registrar of Companies/ISO Certificate etc.** with the list of items attached (for confirmation of coverage of quoted item in the list) along with the techno-commercial bid of the offer. **Duly Notarized & Self-Attested** Photocopy of complete and valid BIS License/DGMS approval, wherever required, **with the list of items** attached should be enclosed.

Foreign manufacturers should quote directly. In case the Foreign manufacturer do not quote directly as a matter of policy, the Indian Agent on behalf of the Foreign Principal could bid in the Tender, but not both. In case any Indian Agent participating in the tender on behalf of one manufacturer, he is not allowed to quote on behalf of another manufacturer along with the First manufacturer in the tender for the same item. **In case of offer submitted by Indian Agent enclosing the offer of their Foreign principal, the following ARE required to be submitted.**

- a) Foreign / principals offer indicating the **agency commission payable** to the Indian Agent, nature of after Sales Service to be rendered by the Indian Agent.
- b) Copy of the **Agency agreement** with the foreign principal and the precise relationship between them and their mutual interest in the business.
- c) Copy of the **enlistment of the Indian agent with DGS& D** under the Compulsory Registration Scheme of Ministry of Finance (required for Restricted Category of items).
- (d) A domestic manufacturer shall be considered as an '**indigenous manufacturer**', if the equipment manufactured and offered by them against tender has **indigenous material content cost plus labor content cost in excess of 30% (Thirty percent) of ex-works value of the equipment including all taxes and duties. This is to be certified by the auditor of the manufacturer, if applicable.**

(C) PROVENY CRITERIA:

The procurement against this tender shall be done only for proven equipment. Equipment offered by a bidder shall be considered proven provided:

- i) The **quoted model of equipment** should have been installed in the past in Govt. Medical College / Corporate hospital / Govt. hospital / hospitals in CIL or its subsidiary company or any other hospitals in Public Sector Undertakings in India., during last five years (as on date of opening of tender) and performed satisfactorily for a minimum period of one year from the date of its installation. There should be minimum installation of **5 nos** of their **quoted model of equipment** during last five years as on the date of opening of the tender.

In case the **quoted model of equipment** has not been installed by the bidder during last five years (as on the date of opening of the tender) in India or installed in India but has not completed one year of performance for provenness of the equipment as mentioned before, the **firm should have minimum worldwide installation of atleast 5 Nos. of the quoted model of equipment during the last 5 yrs as on the date of opening the tender.**

Bidder should furnish the performance report of the end users for the **quoted model of equipment**. The bidder shall also give a self-certificate duly ink-signed along with the offer (in part-I, i.e. techno-commercial bid) confirming that the **quoted model of equipment** has performed satisfactorily for a minimum period of 01 year from the date of commissioning of the equipment (commissioned during the last 05 years, as on the date of opening of the tender) and the desired parameters of the performance (Guaranteed availability) of the equipment stipulated in the supply order received and executed have been met and no warranty / guarantee claim is pending against the supply orders received and copy enclosed by them along with their offer to establish their proven ness for the quoted model of equipment.

However, BCCL reserve the right to verify the above or get the performance directly from the concerned buyers /customers / end users of the equipment (against past supplies as mentioned above) of the bidder. In case Sole Selling Indian Agent is submitting the offer on behalf of their principal (i.e. Original Equipment Manufacturer), self certification duly Ink signed by the principal (i.e. Original Equipment Manufacturer) regarding performance as mentioned above should be given in the Part-I (Techno commercial Bid) of the offer.

The bidders should essentially submit authenticated copies (Ink signed and stamped by the Original Equipment Manufacturer) of supply orders (received by them) as mentioned above.

In addition to meeting provenness criteria based on their installations of their quoted model of equipment in India or worldwide, as stated before, the bidder must have network facilities for providing product support in India. They must submit a satisfactory after sales service performance report from the users in India for **Holter Monitor with Analyser** for at-least 3 years as on the date of opening of tender.

FAILURE TO SUBMIT THE ABOVE DOCUMENTS MAY RENDER A TENDER UNACCEPTABLE.

- ii) **Self-certificate: The tenderer shall also submit self-certificate to the following extent “the items covered in the supply order copies enclosed with our offer has been fully executed without any complaint on account of performance of the products”.**
- iii) **The status of the sole selling agent shall also be considered proven provided the product under reference (tendered items) of their principal is considered proven under above provisions. Principal should stand guarantee for the warranty performance of the tendered items supplied by their Sole selling agent.**

N.B: In any other case, which does not fall in any of the above categories, and where the Tender Committee feels that any source be declared as 'Proven', it may do so with the approval of Director In-charge of Materials Management Department. But in such case reasons for doing so may be justified with proper recording before obtaining approval. The bidder should submit the above-mentioned all required documents along with its techno-commercial bid.

D) Integrity Pact- To be signed as explained before.

03. TENDER FEE /EARNEST MONEY/SECURITY MONEY:-

A TENDER FEE: The bidders are required to submit the tender fee for the amount specified in the advertisement in the form of account payee Demand Draft / Banker Cheque in favour of BHARAT COKING COAL LIMITED payable at DHANBAD (JHARKHAND).

Government (State / Central) / Public sector Undertakings are exempted from paying tender fee. Ancillary units of BCCL for tendered items are also exempted from paying tender fee for the tendered items. NSIC registered firm for the tendered item is also exempted from submission of tender fee against documentary evidence.

In case such tenderer claims exemption for payment of tender fee, they should submit self certified copy of documents proving entitlement for exemption from payment of tender fee.

B. EARNEST MONEY DEPOSIT: The value of Earnest money to be deposited by the tenderer shall be as mentioned in the NIT. EMD shall be in the form of Demand Draft in favour of BHARAT COKING COAL LIMITED, payable at any bank located at DHANBAD. The tender no. and the name of the tenderer should be written on the reverse side of the Demand Draft. For the unsuccessful tenderer, the Earnest money shall be refunded immediately after finalization of tender. The EMD shall be forfeited if the tenderer withdraws their offer before finalization of the tender or fails to submit the order acceptance within 15 days from the date of order. **For successful tenderer, the EMD shall be converted into Security Deposit OR refunded after submission of the Security Deposit .**

Tenderers who have not submitted requisite EMD along with Offer or not eligible for exemption will be considered unresponsive and will not be considered further.

The foreign Remittances directly in the **A/c of Bharat Coking Coal Limited, Bank Account No. 10976597794 of State Bank of India, Dhanbad Branch, Bank More, Dhanbad-826001 (Jharkhand State) (Branch Code 00066)** having the SWIFT facility bearing **SWIFT Code – SBININBB388** are also acceptable towards Earnest Money Deposit subject to submission of documentary evidence for such Foreign Remittances along with the offer i.e. the PART-I of the Bid. Tenders submitted without EMD/EXEMPTION DOCUMENTS towards EMD (Except for the firms which are specifically exempted from EMD in the tender documents) are liable for rejection without any further correspondence.

C. SECURITY DEPOSIT: The successful tenderers will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices) without having any ceiling in the form of Cash/ Bank Draft / Bank Guarantee within 15 days from the date of order. If the successful tenderer fails to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. **For successful tenderers, the Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and / or failure of execution of contract, the security money shall be forfeited.** The Bank Guarantee should be submitted on non-judicial stamp paper as per the enclosed format at **Annexure-F**

For orders with Performance Bank Guarantee Clause, the Security Deposit shall be refunded after successful completion of the supply/commissioning (wherever applicable) and against receipt of the acceptable performance Bank Guarantee.

D. EXEMPTION FROM EMD/SECURITY DEPOSIT: Submission of EMD and Security Deposit is exempted in case of the following firms:

a. Any Central / State Government Organization / PSU shall be exempted towards submission of EMD/Security Deposit.

b. Firms registered with NSIC / DGS&D / Ancillary units of BCCL for tendered items shall also be exempted from submission of EMD / Security Deposit against submission of valid registration certificate. Copies of DGS&D / NSIC Registration submitted by the bidders should be duly attested by Notary Public.

NOTE: However, NSIC Registered firms shall be exempted from Security Deposit only up to their monetary limit, if any indicated in the NSIC registration certificate. In case value of order placed is above such monetary limit indicated in the registration certificate, the successful tenderer have to furnish the security deposit over such monetary limit.

c. Overseas OEM/OPM and their authorized agent/distributor/dealer in India are eligible for exemption from EMD & Security Deposit.

04. Ancillary units of Bharat Coking Coal Limited are exempted from submission of EMD/Security Deposit only for the items for which they have been accorded proven/provisional ancillary status by BCCL.

05. VALIDITY: Offer of the firm must remain valid for a period of 180 (One hundred Eighty) days from the date of opening of the Cover I (i.e. techno-commercial bid). Once the order is placed on the tenderer, within the validity period/extended validity period of the offer, the price(s) quoted in their offer shall remain FIRM throughout the entire period of operation of the contract.

06. PRICES: Prices quoted must be **FIRM till delivery and on F.O.R. Destination basis** by road with the following break up, showing Packing & Forwarding, Freight & Insurance Charges up to destination.

Delivery is to be effected by Road Transport. Safe arrival of stores at destination shall be the responsibility of the supplier.

The prices shall be quoted for **Supply of Holter Monitor with Analyser-1No** in the following manner:- (PRICES FOR EQUIPMENT & **CAMC** CHARGES SHOULD BE QUOTED SEPARATELY)

Prices quoted should be given both in figures and words (To be indicated in Cover II Price Bid only)-

A. FOR INDIGENOUS PRODUCT(S):-

a)	Basic Price (Ex-works)	Rs.	(Rupees)
b)	Discount, if any	Rs.	(Rupees)
c)	Packing & Forwarding Charges @___% (if applicable and indicate if excisable)	Rs.	(Rupees)
d)	Excise Duty @___% (if applicable)	Rs	(Rupees)
e)	Education Cess @ 3% on ED	Rs	(Rupees)
f)	VAT/Sales Tax @ ___% (if applicable)	Rs	(Rupees)
g)	Freight Charges @ ___ %	Rs	(Rupees)
h)	Insurance Charges @ ___%	Rs	(Rupees)
i)	Any other Govt. levy & Entry tax	Rs	(Rupees)
j)	Landed price	Rs	(Rupees)

NOTE:

- (i) Discount, if any, should be clearly spelt out in words and figures. **Conditional discount/Quantity Discount, Cash Discount will not be considered for tender evaluation purpose.** Discount to be given on basic price only.
- (ii) The legally applicable rate of Excise duty should be clearly mentioned in the Commercial Bid and rate & value in the price bid. Excise duty, if applicable, will be payable extra as per prevailing Excise rule. Refund / Credit, if any, obtained shall be passed on to BCCL which shall be certified by the auditor of the supplier / tenderer. The legally applicable rate of Excise duty should be clearly mentioned in the commercial bid (Part-I) and the rate and value in the price bid (Part-"II").
- (iii) 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.
- (iv) In case the rate of Excise duty varies with the turn over 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 Excise duty applicable, the maximum rate currently leviable shall be loaded in the price for comparison purpose.
- (v) In case FOR destination price is quoted and if offer is **SILENT** about Packing, Forwarding, Freight, Insurance & any other charges, the same shall be treated as **INCLUSIVE** in the price.
- (vi) If the Ex-works price only is quoted without indicating Packing & Forwarding Charges, Freight, Transit Insurance Charges upto destination, the Ex-works price so quoted shall be loaded for these elements as follows for composite evaluation.

a) P & F Charges- @2.00% of Ex-works price (Two percent)

b) Freight - In case of FOR dispatching station offer, the following percentage will be added to arrive at the FOR destination price, as element of estimated freight up to destination

<u>Approx. distance of dispatching station from site</u>	<u>% of FOR dispatching station price</u>
above 2001 Km	5%
1501 to 2000 Km	4%
1001 to 1500 Km	3%
501 to 1000 Km	2%
500 Km and below	1%

For the purpose of composite evaluation of your offer you shall confirm the following details:-

Name of Dispatching Station	Distance by Road from, Dispatching station To Dhanbad

c) **Transit Insurance** -@ **0.20%** of (Ex-works price + P&F Charges + Duties & Taxes + Freight)

In case the firm quotes the exact amount of freight or the packing and forwarding charges or transit insurance charges, the same will be added in place of the above percentage amount.

(vii) **Entry Tax:** Entry tax shall be borne by BCCL at actual. Entry tax at the prevailing rate shall be loaded on landed price while evaluating the status of the tender.

(viii) **VAT/Sale Tax:** The rate & amount payable shall be specified.

If the tenderer, so evaluated competes price wise, the Purchase Order, if placed, on him shall allow reimbursement/payment towards these elements at actual against documentary evidence subject to the maximum to the extent loaded for these elements.

Note: The prices must be quoted as per FORMAT at Annexure-G-I for Procurement of Holter Monitor with Analyser 1 Nofor CCU, Central Hospital,Dhanbad, BCCL

B. FOR IMPORTED ITEMS

In case of imported items, offer may be submitted in the following manner.

I. Import by supplier where supplier is to arrange import & paying customs duty etc:-

- (a) Price quoted will be on FOR destination basis and the safe arrival of the consignment from the country of origin dispatched to the ultimate destination will be suppliers' responsibility. In that case Sales Tax and Statutory local levies (if any) will be payable extra as applicable against documentary evidence. No excise duty will be payable.
- (b) The bidder shall give a confirmation alongwith their offer that a certificate from their auditor certifying that **they have paid custom duty as per prevailing custom rates & refund, if any shall be passed on the buyers, shall be submitted alongwith supplies / bills.**
- (c) **Import Documents:-** If the order is placed, following duly authenticated import documents will be required to be submitted alongwith supply:
 - i) A copy of Invoice/Packing list of foreign manufacturer drawn in favour of Indian Importer/supplier.
 - ii) Copy of Bill of Entry.
 - iii) Copy of Bill of Lading drawn in favour of Indian Agent/Supplier showing the foreign manufacturer as Seller/Supplier/Consignor.
 - iv) Certificate of country of origin.

NOTE: The consignee will verify the above documents from original also.

**Note: The prices must be quoted as per FORMAT at Annexure-G-I, Holter Monitor with Analyser
- 1 No**

II. In case of direct import by BCCL:-

The bidder from overseas countries shall quote the prices on the CIF at any Indian Port basis(FOB port of shipment + Marine Freight & Insurance) as per format in Annexure G-II in any International freely convertible currency. The bidder shall quote port clearance & forwarding charges and inland freight & insurance charges from the port of destination to the ultimate consignee, in Indian Rupees as per format in Annexure G-II. The bidder shall also quote in Indian Rupees (INR) for re-imbusement of Sales Tax/VAT and other charges, if any payable in India as per format in Annexure G-II.

Note: All activities to clear goods through customs and transport to ultimate destination will be undertaken by the supplier.

It is the supplier's responsibilities to ensure preparation of the bill(s) of Entry, compilation of Customs duty and timely payment of customs duty and any other ancillary charges to avoid demurrage and wharfage charges. The purchaser will render reasonable assistance during appraisal of the goods by customs authority for correct tariff classification and sign the bills of entry. **The purchaser will pay only customs duties correctly applicable to the goods as and when reasonably required by the supplier.** The purchaser will only be responsible for demurrage and wharfage charges directly associated with delays directly attributed to delays on the part of the purchaser in making payment for customs duty as aforesaid. Hence the basis of quoted price shall be CIP (Carriage Insurance Paid) place of final destination in India.

The bidder is required to quote on CIP(Carriage Insurance Paid) place of final destination in India as per format in Annexure G-II as explained before.

CIF component of CIP(Carriage Insurance Paid) price will be multiplied by the exchange rate between Indian Rs, and quoted Foreign Currency, prevailing on the day of opening of price bid. The applicable rate will be selling BC rate of SBI of India and if the same is not available, the rate as available from national newspapers will be taken.

Customs duty, countervailing duty and any other cess/duty as applicable on assessable value (CIF+ landing charges + Indian Agency Commission, if any quoted separately) will then be added to the CIP price , thus converted into Indian Currency at the exchange rate (BC selling rate) as applicable on the date of opening of price bid.

- e) Agency commission, Margin, Rebate, Discount, Engineering and Technical Service charges etc., if any, for the Indian Agent should be clearly specified both in % and amount.

Note: The prices must be quoted as per FORMAT at Annexure G II

The details in part I must indicate the name and address of the bidders agents in India, if any, along with the nature of after sales service to be rendered by the Indian Agents. Bidders should also confirm that the commission, if any, payable to them has been indicated in PART II (Price Bid) . In case the bidders (from overseas countries) do not have any Indian Agents , it should be clearly mentioned in PART I.

Discount, if any, should be clearly spelt out in words and figures. **Conditional discount/Quantity Discount, Cash Discount will not be considered for tender evaluation purpose.** Discount to be given on basic price only.

III - THE PRICE OFFERED SHOULD BE GIVEN PREFERABLY BOTH IN WORDS AND FIGURES. IT MUST BE CONFIRMED BY THE BIDDER IN PART-I THAT ONLY TYPED PRICE BID HAVE BEEN SUBMITTED.

C) CAMC Charges: CAMC Charges with service tax on yearly basis after expiry of Warranty Period of 24 Months shall also be quoted as per detail given in Annexure-"B" & FORMAT at Annexure G III for the given period. In case offer of bidder is silent on service tax on CAMC Charges for their quoted item then the same shall be considered as inclusive in their quoted price for tendered item.

Note: The prices for CAMC Charges for 08 years after warranty of 02years must be quoted as per FORMAT at Annexure G III for Holter Monitor with Analyser – 1 No

D) Price of Accessories: Accessories of reputed make will be supplied alongwith the equipment wherever required and tenderers are to quote the price of such accessories indicating its **Make/Brand & Model No.**

Tender Evaluation:

E) For comparison of Import offer with the indigenous offer in a Global Tender, landed price of indigenous offer (i.e. FOR destination price i.e. Basic Price +P&F Charges + Excise Duty + Sales Tax/VAT + Freight & Insurance Charges + Entry Tax/Octroi etc. if any) should be compared to the landed price of Import offer (i.e. CIF Price plus Custom Duty plus Port Clearance charges plus Inland Freight & insurance +Agency Commission+ any other charges etc as above)

FINALLY THE TENDER STATUS SHALL BE DETERMINED ON THE BASIS OF LANDED VALUE TAKING INTO CONSIDERATION THE PRICES OF ALL THE ITEMS AS PER ANNEXURE-A AS A "MATCHING SET", CAMC CHARGES WITH SERVICE TAX ON NPV BASIS WITH DISCOUNTED RATE of 12% PER ANNUM & INSTALLATION CHARGES, IF ANY, **for Procurement of – Holter Monitor with Analyser – 1 No.**

.It must be confirmed by bidder through a separate certificate in part-I confirming that price bids have been submitted along with the necessary information in the same FORMAT of part II of their bid. Please note that in no case, price should be disclosed in part-I, failing to comply above may render the offer for rejection.

07. TAXES & DUTIES: Percentage/Specified amount of Taxes and duties should be clearly mentioned otherwise, BCCL reserves the right to reject such offers. Taxes & Duties on the date of price-bid opening will be considered for calculating landed price for comparison/Status purpose against this tender.

a) **EXCISE DUTY:** if applicable, will be payable extra as per prevailing Excise Rules, on Net Ex-works price or Net Ex-works plus Packing & Forwarding charges as confirmed by the bidder in their offer. Refund /Credit, if any obtained shall be passed on to the buyer **which shall be certified by the auditor of the supplier (at the**

time of billing).

- b) **VAT/SALES TAX**: The legally applicable rate of VAT/SALES TAX should be clearly mentioned in the commercial bid and the rate and value in the price bid.
- c) **Customs Duty**: The bidder shall give a confirmation along with their offer that a **certificate from their auditor** certifying that 'they have paid custom duty as per prevailing custom rate and refund if any, shall be passed on to the buyer, shall be submitted along with supplies and bills (IF APPLICABLE).

08. PAYMENT TERMS For Equipment with Accessories :

(i) For Bidders Quoting Prices in Indian Rs. on FOR Destination basis

The Bidders shall confirm their acceptance of the following Payment Terms:-

- a) **80%** payment shall be released within 21 days after receipt of the equipment along with accessories at the site and confirmation of the same by CMO/CMS In charge of the Hospital and receipt and acceptance of Performance Bank Guarantee as per clause no. 17. However, Bipartite/ Tripartite agreement will have to be concluded before delivery of the equipment .
- b) **Balance 20 %** payment shall be released within 21 days after successful installation/commissioning and final acceptance of the equipment along with accessories at the site and confirmation of the same by CMO/CMS In charge of the Hospital to the effect that the equipment has been erected and commissioned and Bipartite/ Tripartite agreement having been signed.

(ii) THE BIDDERS FROM OVESEAS (QUOTING PRICE ON CIP BASIS)- The Bidders shall confirm their acceptance of the following Payment Terms:-

- a) 80% payment of the Net CIF value less Indian Agency Commission if any shall be made to the bidders in Overseas countries through an Irrevocable , Unconfirmed Letter of Credit against dispatch documents and receipt and acceptance of Performance Bank Guarantee as per clause no. 17. However, Bipartite/ Tripartite agreement will have to be concluded before delivery of the equipment .
- b) **Payment for balance 20%** of the Net CIF value and 100% towards value of services supplied within India and sales tax/VAT & any other charges paid in India as quoted by the firm ie **(CIP minus CIF)** shall be made through same Irrevocable , Unconfirmed Letter of Credit within 21days of successful installation, commissioning and final acceptance of the equipment along with accessories at site and upon confirmation of the same by CMO/CMS In charge of the Hospital to the effect that the equipment has been erected and commissioned to their entire satisfaction and Bipartite/ Tripartite agreement having been signed.
- c) The payment shall be made in the currency or combination of currencies as quoted by the firm and provided for in the contract in the same proportion of currencies.
- d) **Payment of Customs Duties:-** Payment in respect of Customs Duties properly levied on the assessable value of imported goods shall be made in local currency in the following manner:-

On Entry : 100% against presentation of the suppliers intimation along with certified true copies(two copies) of the bill of entry assessed by the customs authority. Payment will be made by the Demand Draft or A/c payee Cheque in favour of Commissioner of Customs, The supplier shall give not less than seven(07) days notice of the estimated amount and not less than two(02) working days for issue of Demand Draft or A/c payee Cheque following confirmation by the supplier of exact amount payable.

The exchange control copy of Bill of Entry will be forwarded to the General Manager, Clearing and Forwarding Cell of CIL by the supplier within one month of availability of the same from the Customs Authority.

The triplicate copy of the bill of entry should be retained by the supplier for the final reconciliation of the customs duty paid. The supplier will help CIL in final reconciliation.

iii) **Payment for agency commission:**

If any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer. Agency commission, if any, shall be paid in equivalent Indian rupees at the exchange rate prevailing on the date of Bill Of Lading / Air Way Bill within twenty one (21) days of receipt and acceptance of material at ultimate consignee's end or submission of bills along with following documents, whichever is later:

(A) Copy of foreign principal's invoice.

(B) Copy of bill of lading

(C) Certificate from State Bank of India regarding BC selling exchange rate ruling on the date of bill of lading.

(D) Certificate of receipt and acceptance of the equipment along with accessories at the site by CMO/CMS In charge of the Hospital

Agency Commission Certificate: - In case of no agency commission, the successful bidder will submit following certificate along with the bills:-

" NO COMMISSION, REBATE, DISCOUNT, MARGIN OR ANY ENGINEERING AND TECHNICAL SERVICE FEES, COMPENSATIVE CHARGES OR AGENCY COMMISSION BY ANY OTHER NAME OR ANY OTHER FORM ETC FROM THE EX-WORKS/NET C I F VALUE OF THE CONTRACT IS PAYABLE BY THE EQUIPMENT SUPPLIER TO ANY PERSON /AGENT OR AGENCY . "

This certificate will form a part of the letter of credit. In case sole selling Indian agent is quoting on behalf of the Principal, above certificate shall be given by the Principal ie OEM.

All payments (in Indian Rupees) will be made by concerned Paying authority of BCCL only through "Electronic Fund Transfer " (EFT) or e-payment. Bidder must indicate Banker Details i.e. Bank Name, Address, Branch Code, Account No. & EFT No. in their offer in Commercial Bid/ bills(s).

iii) In case a confirmed Letter of Credit needs to be established the confirmation charges will have to be borne by the supplier.

iv) All expenses connected with opening, advising and negotiating the Letter of Credit as well as Bank Charges for above purpose, payable in India will be borne by BCCL. However, all bank charges and other charges connected with operation of Letter of Credit payable in suppliers country will be borne by supplier.

(c) **CAMC PAYMENT:** The payment terms for CAMC charges shall be as per Annexure B i.e terms and condition for CAMC.

The tenderer must give their Banker's Name, Address, Branch Code , Type of Account , Account No. & EFT No. for Electronic Fund Transfer or e-payment.

All payments (in Indian Rupees) will be made by concerned Paying Authority of BCCL only.

NO PAYMENT SHALL BE MADE FOR SUPPLY OF INCOMPLETE EQUIPMENT.

NO OTHER PAYMENT TERM SHALL BE ACCEPTED.

09. CONSIGNEE /DESTINATION POINTS: Depot Officer/Store Officer ,CHD/ BCCL Hospitals /Ekra Central Store

10. PACKING: Packing of all the materials shall conform to the requirements of the carriers to ensure safe delivery of the consignment.

11. SAMPLE (S): Sample of items, wherever necessary, as per technical specification should be submitted free of cost alongwith the offer for inspection by this office. Samples must be labeled with the Tenderer's Name, address and the Tender Number, date and due date of opening. It would not be obligatory on part of the BCCL to return the Samples.

12. DELIVERY REQUIREMENT-

The bidders are required to **SUPPLY THE ORDERED QUANTITY WITHIN Six Months** from the date of receipt of supply order or date of opening of Letter of Credit for direct import , as the case may be. .

Delivery schedule shall be reckoned from the 10TH day from the date of issue of order or date of opening of Letter of Credit for direct import ,and the date of receipt of materials at our stores shall be treated as the date of delivery.

Firm delivery should be indicated on F.O.R. Destination basis. The quantity for supply within a specified delivery period should also be indicated

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.

Please note that the offers not complying to the above delivery requirement (if applicable) may not be considered.

13. LIQUIDATED DAMAGES CLAUSE: The bidders will confirm their acceptance to the following :

In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option to enforce the following:

a)To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(Half Percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week

or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent) and where felt necessary by BCCL, it may be increased up to 15 %.

b)To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description

without canceling the supply order in respect of the consignment not yet due for supply/or

c)To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also-

d)To extend the period of delivery with or without liquidated damages as may be considered fit and proper. the liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE a above (a) above .

e)Whenever under this contract any sum of money is recoverable from any payable by the supplier, Bharat Coking Coal Limited, shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay. Bharat Coking Coal Limited, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

f) To forfeit the security deposit fully or in part.

14.RISK PURCHASE : In the event of failure of the supplier to deliver or despatch the stores within the stipulated date / period of the supply order , or in the event of breach of any of the terms and conditions mentioned in the supply order , Coal India Ltd., or its subsidiary Companies have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is clearly mentioned that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. and also in any other Subsidiary Companies / Coal India Limited.

15. 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 hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then BCCL may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure condition.

a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and 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 delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither BCCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

c) If any of the force majeure conditions exist in the place of operation of bidder even at the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken this into consideration in their quotation.

16. WARRANTY/GUARANTEE: Unless otherwise specified in the Technical Specification – Annexure-A,

the Warranty/Guarantee clause will be as follows:-

The tenderer shall give a **warranty for satisfactory performance of the supplied materials for a period of 24 months from the date of installation & commissioning or 30 months from the date of receipt and acceptance at consignee's end whichever is earlier.** The supplier shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement or renewal shall be made by the supplier 100% free of cost without any extra cost to Bharat Coking Coal Limited. The new goods should be supplied on FOR destination basis free of cost. Foreign supplier will bear all costs connected to replacement of spares from & up to ultimate Consignee in case any replacement is required on receipt of spares and within Warranty period. This must be accepted by all foreign suppliers.

Warranty replacement should be completed within a reasonable period maximum within one month from the date of claim for Indigenous goods and within three months from the date of claim for Imported goods free of cost up to ultimate Consignee's end. All cases of warranty replacements will be decided on the basis of joint inspection of the failed goods held between the user's representative and the manufacturer's representative. Tenderers are also requested to certify that their products are exact replacement of / fully interchangeable to the original parts and will fit and function on the equipment for which these are intended for and confirm to performance guarantee as per OEM standards.

17.PERFORMANCE BANK GUARANTEE:

The successful bidder shall be required to furnish the Performance Bank Guarantee as detailed below:

(a) For bidders, who have supplied the **quoted Model of equipment** in India in the past 05 years & meeting the Proven-ness criteria of the equipment:-

10% of the total value on Landed basis inclusive of applicable Taxes & Duties valid for warranty period of 02 years + CAMC Period of 08 years + 3 months from the date of receipt of the equipment (for the bidders quoting prices on FOR Destination basis) . The calculations for arriving at Landed Price are given in the clause for evaluation of the tender (clause no.6).

(b) For the bidders, who have not supplied the **quoted Model of equipment** in India in past 05 years or supplied in India but not completed one year of performance for proven ness of the equipment & their quoted equipment model being found proven based on the proven ness given in clause no.2 above for global / worldwide supplies:-

Performance bank Guarantee equivalent to 50% of the Total Equipment value on Landed basis inclusive of applicable Taxes & Duties valid for 24 months from the date of commissioning of equipment + 03 months. The calculations for arriving at Landed Price are given in the clause for evaluation of the tender (clause no.6).

50% Bank Guarantee of total equipment value shall be released on satisfactory performance of the equipment during the initial 02 years from the date of commissioning of the equipment and against submission of a fresh Performance Bank Guarantee equivalent to 10% of the total equipment value on Landed basis inclusive of applicable Taxes & Duties, valid for remaining CAMC Period of 08 Years + 03 months (after the initial 02 years from the date of commissioning of equipment).

Successful bidder shall have the option to get converted the Security Deposit amount into the Performance Bank Guarantee or submit Performance Bank Guarantee separately. In case the successful bidder get the security deposit converted into Performance Bank Guarantee and security deposit is less than the required Performance Bank Guarantee amount, bidder shall have to submit the separate Performance Bank Guarantee for the additional required amount. In case Performance Bank Guarantee is submitted separately, security deposit shall be released against submission of Performance Bank Guarantee.

The bidder has the option for submitting Performance Bank Guarantee valid for 05 years initially subject to renewal of the same for remaining contractual period. Bidder must arrange to submit renewal letter of the Performance Bank Guarantee for the said remaining period or submit fresh Performance Bank Guarantee of the required value for the remaining contractual period after 05 years, at-least three months before the date of expiry of the initial Performance Bank Guarantee.

The Performance Bank Guarantee shall be released after fulfilment of all contractual obligation including warranty / guarantee conditions stipulated in the contract. For unsatisfactory performance and/or contractual failure, BCCL shall have the full right to invoke/encash the Performance Bank Guarantee.

The Performance Bank Guarantee shall be issued by a Scheduled Bank in the format attached as Annexure-E and shall be irrevocable and unconditional and BCCL shall have the powers to invoke/encash it

notwithstanding any dispute or difference between supplier and BCCL pending before the court, tribunal, arbitrator or any other authority.

18. PRICE FALL CLAUSE: The price charged for the stores supplied against this tender by you shall in no event exceed the lowest price at which you sell or offer to sell the stores of identical description to any other party during the said period.

If the supplier at any time during the period of contract concluded against this tender reduces the sale price, sells or offers to sell such stores to any other organization at a price lower than the price chargeable under the contract, the supplier shall forthwith notify such reduction of sale price to the undersigned and the price payable under the contract for stores supplied after the date of coming in force of such reduction in sale price, shall stand correspondingly reduced. The above stipulation will not however apply to exports by the contract holder.

19. INSPECTION:

i) **Materials under supply shall be of the best quality and workmanship and shall be in accordance with the specification laid down in the supply order.**

BCCL also reserves its right to carry out initial inspection at the suppliers works before dispatch by deputing authorized representative.

BCCL reserves its right to carry out Pre-despatch inspection by a Third Party including stage inspection and destructive testing, if necessary, at their works, as per the methodology. Inspection charges as indicated in the supply order will have to be initially paid by the seller, which will be reimbursed by BCCL alongwith supply bill(s). In case materials are rejected on first inspection, all charges including Lodging TA, Inspection Fee etc. & for subsequent inspection shall be borne by the supplier. Seller will provide all facilities to carry out necessary 'Tests' as required.

ii) Final inspection will be carried out at the consignee's end.

20. BANNED OR DELISTED SUPPLIERS:-

The bidders would give a declaration that "they have not been suspended banned or de-listed by any Government or Quasi-Government agencies or PSU's". If a bidder has been suspended banned by Government or Quasi-Government agencies, PSU's", this fact must be clearly stated and it may not necessarily be a cause for disqualification. If this declaration is not given, the bid will be rejected as non-responsive.

21. LOWEST PRICE CERTIFICATE: That, the price quoted by you against this tender is the lowest and is the same as applicable to other Government Departments/ Public Sector Undertakings including CIL its subsidiaries & Other Organizations.

22. QUALITY CERTIFICATE: That, there has not been any complaint against the quality of your products supplied to Government Departments or Public Sector Undertakings / Other organizations.

23. BCCL reserves the right to reject or accept or withdraw the tender in full or part as the case may be without assigning any reason thereof.

BCCL reserves the right to:-

i) Place order on Govt. Undertakings/ BCCL's Ancillary units as per DPE guidelines/Govt Guidelines/BCCL GUIDELINES.

ii) **Public Procurement Policy for Micro and Small Enterprise**

20% of the Tendered quantity shall be reserved for procurement from participating Micro and Small Industries subject to their quoting price within the price band of L-1 + 15% and bringing down their price to L-1 price in a situation L-1 price is from someone other than a Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity).

Out of 20% of this quantity, 4% shall be procured from Micro and Small Enterprises owned by SC and ST entrepreneurs provided they meet the tender requirement and L-1 price. In event of failure of such Micro and Small Enterprises to participate in tender process of meet tender requirement and L-1 price

this 4% procurement earmarked for Micro and Small Enterprises owned by SC and ST shall be met from other Micro and Small Enterprises.

Notwithstanding any thing said above, BCCL reserves the right to follow any guideline or instruction received from the Govt. or any Statutory Body from time to time.

24. Identification of mark:-Manufacturer's distinctive identification mark / symbol as also the part no. must be clearly embossed / punched / engraved on each and every item, as far as practicable, at a visible place, which is not subjected to normal wear and tear, for convenience of identification any time. Apart from this a tag may be attached in each part / item giving identification mark, part no. description. However, for high precision items where embossing / engraving /punching is not possible shall be packed separately & packing cover / box / case shall be tagged with the Identical Mark or Identification Mark be put by Metal Marker.

25. Normally no deviation is acceptable to our Tender Documents & bidders are required to submit no deviation certificate along with techno-commercial bid of their offer. No documents presented by the bidder after due date and time of submission of bid shall be taken into consideration unless specifically asked by BCCL. If a bidder offers a rebate unilaterally after due date and time of submission of bid, it will not be considered for evaluation purpose but the rebate offered shall be availed while awarding the contract, if the bidder emerges as a lowest evaluated bidder.

26. Please also submit your offer for CAMC under Bipartite/Tripartite agreement for a period specified for CAMC (as per Annexure-“B”) from the date of completion of Warranty/Guarantee period. The frequency of the list of firm's representative shall include at least 4 (four) preventive maintenance and as many breakdown calls as required in a year. The year-wise annual maintenance charges will be quoted along with price bid in the COVER – II of the offer. Your offer shall be evaluated only after considering the cost of the Equipment, Accessories as well as the cost of the CAMC.

- 27. a) Demonstration for use of the equipment will be done by the supplier.**
b) Unless otherwise specified , In-House Training at CHD , Dhanbad of atleast two Doctors and Para-Medical Staff will be offered free of cost.
c). Installation and commissioning at site should be done by the supplier free of cost.
d). The doctors of scrutiny committee should be given free demonstration at CHD , Dhanbad BCCL for the quoted model in working condition, if required so.
e). Fully equipped Service Center with trained technical hands for tendering prompt after Sales Service should be available in Dhanbad or any other nearby area,
f). The tenderers will be required to certify that they shall make provision to provide after sales service with spares for at least for a period specified for CAMC as per Annexure –“B” after the warranty period of 24 months.

28. Supply orders, if placed, will also be governed by the “General Terms and Conditions of supply” enclosed herewith, unless stated otherwise in this bid document or in the supply order.

29. Declaration Certificate by the Tenderer:-

We do hereby declare that the contents of the offer submitted vide No. _____ against this tender (Tender No. _____ dated _____) have been given after fully understanding and the same are true and complete in every particular and that if any untrue abetment / information contained therein, the said offer shall be considered absolutely null and void and we shall be liable for any penal action as per the provisions of Law for the time being inforce.

30. VENDOR CODE: The tenderer(s) must indicate their Vendor Code in the offer, if already allotted by BCCL. In case the tenderer has not been allotted Vendor Code by BCCL, they are required to submit self attested photocopies following documents along with their offer: -

- 1) CST/VAT/TIN registration certificate (Firms located outside Jharkhand should submit registration certificate for local sales tax as well as Central Sales Tax both).
- 2) PAN Card of the firm.
- 3) Registration certificate with NSIC/DGS&D/ SSI/DIC/ Registrar of Companies.

31. UNLESS OTHERWISE SPECIFIED, ALL PROVISIONS OF COAL INDIA PURCHASE MANUAL - 2004 SHALL BE APPLICABLE.

32. JURISDICTION : Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Dhanbad/Jharkhand High Court, (INDIA).

33. The terms & conditions mentioned above together with the general terms & conditions as per Annexure-D shall be binding on the tenderers. However in case any terms & conditions mentioned above are not in agreement to those as per Annexure-D, the terms & conditions mentioned above & in the preceding pages shall prevail.

For and on behalf of BCCL, Dhanbad.

Encl

1. Schedule of Requirement & Technical Specifications – Annexure-A
2. Special Terms and Conditions of CAMC - Annexure-‘B’
3. Check List for commercial terms – Annexure – ‘C’
3. General Terms & Conditions of Supply of Stores -Annexure –D
4. Performance Bank Guarantee Format- Annexure-E
5. Format for BG for submission of Security Deposit- Annexure-F
- 7 (a). FORMAT for submission of price bid for supply on FOR Destination basis in Indian Rupees- Annexure G-I.
- 7 (b). FORMAT for submission of price bid for supply on CIP basis in combination of Currency- Annexure G-II.
- 7 (c). FORMAT for submission of price for CAMC Charges for 08 years after warranty period of 02 years- Annexure G III
8. Integrity Pack-Annexure I
9. Requirement of Vendors- Annexure K
- 10 proforma of EFT Annexure L

PLEASE GO THROUGH THE TENDER DOCUMENT CAREFULLY AND SUBMIT YOUR OFFER ACCORDINGLY COMPLETE IN ALL RESPECTS WITH SUPPORTING DOCUMENTS WHEREVER ASKED FOR.

ANNEXURE-A

Technical specification for Ambulatory Holter Monitoring system. – 1 NO

A. SOFTWARE

System should have following soft ware and capabilities as standard.

- *The system should work on windows XP software.

- *Up to 3 days of ambulatory ECG Recording & Analysis Software.
- *ST Measurement soft ware.
- *Heart rate variability Software.
- *Pacemaker Template matching Software.
- * ECG Template matching Software
- *Artifact detection Software.
- *Atrial Analysis Software.
- *Apnea detection Software.
- *Should be able to save the complete test report as PDF format.
- *System should allow user to reclassify the complex as well as ECG templates.
- *Should be able to perform multiple analysis.**
- *Should allow the user to make different work flow patterns.
- *should give the Tabular Summary showing all 72 hrs ECG details.
- *Should have strip marking and strip directory.
- *Should have facility to convert acquired 3 channel ECG to 12 channel ECG.
- *3-Axis accelerometer detects patient movement patterns.

B. HARDWARE

- *Recorder should be compact and light weight.
- *Should have single channel OLED display.
- * Weight should not be more than 115 gms including battery.
- *Recorder should record 12 channel with 7 Lead patient cable.
- *Should record derived 12 channel from 3 channel.
- *Should have 2GB removable compact flash card & capable of storing 72 hours of ECG.
- * Should have 8000 Hz sampling frequency on all ECG channels.
- * Should have Programmable storage rate of 125 Hz, 250 Hz, and 1024 Hz.
- * Should have special purpose noise suppression circuit optimized for ECG recording for reduced effort spent on post-editing.
- * Should have integrated impedance cable test.
- *Data should be transferred /analysed via compact flash card reader.
- *Should support a wide range of SD cards.
- * Should have Event Marker/Patient Marker button on the recorder.
- * Should use one AAA alkaline battery to record 72 hours of ECG.
- * Should be defibrillator protected.
- *System should print all the Holter Test Report on Laser Printer on ordinary paper & not on Thermal Chart Paper.
- *Recorder should have online digital pacemaker detection facility.

*Voice recording for easy entering of patient name or other acoustic information.

*Recorder should be water resistant.

C. STORAGE SYTEM:

System with data storage facility with following configuration

Window Licensed Software

Intel Pentium IV with 2 GHz dual core CPU

320 GB HDD

RAM: 2 GB

DVD Writer

Cabinet with SMPS

2 serial RS-232 & USB port

17 inch LCD

Black & White Laser Printer

Suitable Table for placing data storage system.

Standards:

Safety Standards : IEC 60601-1, IEC 60601-2-25, IEC 60601-247 AAMI/ANSI EC 38-98

Protection Class : Internal battery 1.5V/100 mV

Conformity : CE to 93/42/EEC

Bharat Coking Coal Limited

TENDER NO. BCCL/GM(MM)CCWO/ PUR/ 912198 //CHD/12-13/ 2012/Global/ 49
Dated 26.7.2013 **DUE DATE:19.9.2013**

TECHNICAL BID

TO BE CLEARLY INDICATED BY THE BIDDER :

Name & Address of the Firm :

	Detailed technical specifications for	Bidder to be Conform	Bidders to Indicate (Additional notes)
1		AGREE	
2		AGREE	
3		AGREE	
4		AGREE	
5		AGREE	
6		AGREE	
7		AGREE	
8		AGREE	
9		AGREE	
10		AGREE	
11		AGREE	
12		AGREE	
13		AGREE	
14		AGREE	
15		AGREE	
16		AGREE	

Note:- Technical literature, leaflets, catalogues etc. must be enclosed with the techno-commercial bid for the purpose of technical scrutiny as OFFLINE documents.

ANNEXURE-B

Bharat Coking Coal Limited
MM DEPTT. CCWO, Dhanbad

Terms and Conditions for Comprehensive Annual Maintenance of Medical Equipment ---for 8 years --
beyond the Guaranty/Warranty Period-of --2 yrs -----

1. The onsite comprehensive annual maintenance of the equipment, for a period of **(--08--)** years beyond the Guaranty/Warranty period shall be the responsibility of the supplier and the charges thereof shall be inclusive of repair/replacement of all parts as may be required..

2. Preventive maintenance of the equipment, in the third month of each quarter, beyond the Guaranty/Warranty period specified in the order, shall be carried out by the supplier.

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

4. The supplier shall guarantee of 95 % availability (uptime) of the equipment on quarterly basis. The availability percentage for each equipment shall be calculated for each quarter as under:

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

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

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

6. The bidder shall undertake and ensure the availability of consumables, spare parts and assemblies for the equipment for the entire period covering the Guarantee/Warranty and the period of the Comprehensive Annual Maintenance. In case the offer, in the instant tender, has been submitted by a firm authorized by the Manufacturer (Principal) an undertaking from the Principal confirming that they “shall undertake and ensure the availability of consumables, spare parts and assemblies for the equipment for the entire period covering the Guarantee/Warranty and the period of the Comprehensive Annual Maintenance” shall be required to be submitted, by the bidders, in the **Part-I SECTION-B** of the offer submitted against this tender.

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

i. The quarterly MC bills (being the pro rata amount for three months of the ‘Annual Maintenance Charges’) along with the ‘Service Report’ for the preceding quarter and the ‘Completion Certificate’ from the

concerned Head of the Department (HOD to be confirmed by the consignee) shall be raised after the completion of each quarter which will be paid by cheque within 30(thirty) days after receipt and acceptance of the same.

Penalty Charges for the preceding quarter, if any, shall be recovered from the quarterly bill.

During the "Contract Period" no interest is payable on any amount whatsoever to the successful Bidder / Supplier if any.

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

8. Performance Bank Guarantee- Refer clause no. 17 of NIT

9. The bidders are required to submit their year wise Comprehensive Annual Maintenance Charges (CAMC) for 8 yrs beyond the period of Guaranty/Warranty of 2 yrs the equipment, in the format at GIII:

10. Tenderers are required to furnish the following documents duly attested for entering in to bi-partite/tri-partite agreement for the CAMC between principal, & BCCL or principal, dealer & BCCL, before delivery of the equipment or opening of Letter of Credit (L/C) as the case may be.

- a) **Two/three nos. of non-judicial stamp papers of Rs.50/- for signing two/three sets of agreements, as the case may be.**
- b) **Latest power of attorney for executing the agreement.**

It must, however, be specifically confirmed, without disclosing the rates, in **Part-I SECTION-B** of their offer submitted that the Comprehensive Annual Maintenance Charges in the above format has been submitted along with the **Price Bid**.

N.B.: The Bidders must confirm their acceptance/ compliance, clause wise of the above terms and conditions, in Part-I SECTION-B of their offer submitted.

You shall quote your firm prices as per the format at Annexure G III for supply of – **Holter Monitor with Analyser – 1 NO & CAMC for --08- Yrs after Warranty period for 02- Yrs inclusive of cost towards spares ,consumables , overhead & supervision charges required during CAMC period of 08 years.**

For and on behalf of Bharat Coking Coal Ltd.

TENDER NO. BCCL/GM(MM)CCWO/ PUR/ 912198 //CHD/12-13/ 2012/Global/ 49
Dated 26.7.2013 DUE DATE:19.9.2013

CHECK LIST OF COMMERCIAL TERMS AND CONDITIONS

NAME OF THE FIRM			
SL. NO	COMMERCIAL TERMS & CONDITIONS	TO BE CLEARLY INDICATED BY THE BIDDERS	REMARKS
1	a) Tender fee as per NIT- submitted	Yes /Not applicable	SUBMITTED OFFLINE /Not applicable
	In case of Tender Fee exemption claimed then required certificate as per NIT submitted offline.	Yes/Not applicable	SUBMITTED OFFLINE /Not applicable
	b) EMD as per NIT- submitted	Yes /Not applicable	SUBMITTED OFFLINE /Not applicable
	c) Security Deposit clause of NIT - accepted	ACCEPTED	
	d) In case exemption from EMD, documents like State/Central Govt Orgn. / PSU & valid DGS&D / NSIC registration certificates (duly notarized & self certified)-submitted	Yes /Not applicable	SUBMITTED OFFLINE /Not applicable
2	Bidder (Manufacturer/ Sole Selling Agent)	Manufacturer / Sole Selling Agent	
	(a) In case manufacturer, Permanent NSIC/SSI/PSU etc., certificate enclosed.	Yes	SUBMITTED OFFLINE
	(b) In case Sole Selling Agent, tender specific authorization of the principal duly Ink signed by principal enclosed.	Yes	SUBMITTED OFFLINE
3	a) Certificate of auditors for indigenous manufacturer - accepted	Accepted /Not applicable	
	b) Proveny criteria-Self attested Order copies with performance report submitted	Yes	SUBMITTED OFFLINE
	c) Self Certificate required Accepted	Accepted	
4	a) FIRM Price quoted on FOR Destination or FOB Basis, as the case may be	FOR Destination / FOB Basis	
	b) Confirmed that prices quoted as per formats of the price bid -	Yes	
	c) Please mention status of excise duty with items no of NIT, if applicable-	Extra (%) / Inclusive (%) / Exempted / not applicable	Duly notarized & self-certified documents are submitted OFFLINE for exemption of ED / Not applicable
5	Make & Model furnished for quoted items & accessories	QUOTED	
6	Validity of the offer for 180 days from the date of opening – Accepted	ACCEPTED	
7	Banking details for payment:		

	Banker's Name :		
	Address :		
	Account type :		
	A/C No. & EFT No.		
8	Agreed for submission of Import Document Agreed along with supply	Agreed /Not applicable	
9	"Latest" sales tax clearance certificate (duly notarized & self certified-submitted	Submitted / not applicable	SUBMITTED OFFLINE / NOT APPLICABLE
10	Payment Terms EXACTLY as per Clause - Accepted	ACCEPTED	
11	Delivery EXACTLY as per Clause quoted-	ACCEPTED	
12	All Clauses of AMC as per NIT are accepted & Agreed to sign Tripartite/Bipartite Agreement required as per NIT	ACCEPTED	
13	LD Clause/Risk Purchase Clause/Force Majeure Clause as per Clause - Accepted	ACCEPTED	
14	NIT Warranty/Guarantee as per Clause (UNCONDITIONALLY) - Agreed	ACCEPTED	
15	Performance Bank Guarantee as per NIT Clause – accepted	ACCEPTED	
16	Price Fall Clause - Accepted	ACCEPTED	
17	Inspection Clause - Accepted	ACCEPTED	
18	Declaration of Banning./Suspension/Delisting (EXACTLY as per Clause) - Submitted	Yes	SUBMITTED OFFLINE
19	Lowest Price Certificate as per Clause - Accepted	ACCEPTED	
20	Quality Certificate Clause as per Clause) - Accepted	ACCEPTED	
21	Identification Mark (as per Clause) – Accepted	ACCEPTED	
22	No-deviation certificate accepted as per NIT Clause	ACCEPTED	
23	After Sales Service Certificate EXACTLY as per Clause - Accepted	ACCEPTED	
24	Declaration as per Clause - Accepted	ACCEPTED	
25	Jurisdiction of Court Accepted	ACCEPTED	
26	Earnest Money Deposit	Applicable / Not applicable	
	DD No. & DATE		
	NAME OF BANK		
	Earnest Money Deposit Exemption document (IF EXEMPTION IS REQUESTED):	Applicable / Not applicable	
		Document reference No. & date	
	Issued by		

		Valid up to	
		Item for which Exemption is claimed.	
27	Security Deposit Exemption document (IF EXEMPTION IS REQUESTED)	Applicable / Not applicable	
		Document reference No. & date	
		Issued by	
		Valid up to	
		Item for which Exemption is claimed.	
28	All Documents required as per NIT have been submitted offline & scanned copies there of uploaded & submitted online	Yes	SUBMITTED OFFLINE
29	Documents required as per NIT Clause have been submitted offline.	Yes / Not applicable	SUBMITTED OFFLINE / Not applicable
30	All terms & conditions of NIT are accepted-	ACCEPTED	
Note:			
c) All the documents being submitted offline shall be self certified & duly notarized.			
d) Deviation if any, against the above commercial terms & conditions must be indicated in the above list. If the same is not indicated in the above list, it will be presumed that the relevant clause has been accepted as per NIT in toto & the same shall be binding on the bidder.			
e) Any willful attempt by the bidder to camouflage the deviation by giving them in the covering letter or in any other documents than the above prescribed list may render the bid itself non-responsive.			

**Signature of the Tenderer
Seal of the Company**

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, 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 there under, 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 alongwith 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 upto 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 regarding 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 upto 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. The 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 advance intimation has been given, the formal acceptance of tender or 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 manufacturer.

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 effected 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 caused 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 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 Panel 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”.

LETTER OF PERFORMANCE GUARANTEE

1. M/sa company having its office at.....(hereinafter called the supplier) has entered into a Contract No.....with Bharat Coking Coal Limited, Dhanbad (hereinafter called the Purchaser) to supply equipment on the terms and conditions contained in the said contract.

It has been agreed that hundred percent (100%) payment of the value of the contract will be made to the Supplier in terms of the said Contract on the seller furnishing to the Purchaser, a Bank Guarantee for the sum of Rs.....equivalent to 10% of the value of the contract 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 purchaser by reason of any breach by the said supplier of any of the terms or conditions contained in the said contract.

1. 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 Supplier of any of the terms or conditions contained in the said contract or by reason of the Supplier’s failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between purchaser and the supplier regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding

2. We,Bank Ltd further agree that the guarantee herein contained shall come into force from the date here of and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said Contract have been fully paid and its claims satisfied or purchaser certifies that the terms and condition of the said Contract have been fully and properly carried out by the said Supplier and accordingly discharges 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 the Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

3. We, Bank Ltd. further agree with said Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract/ agreement or to extend time of performance by the said Supplier(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 Supplier 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 of any such variation or extension being granted to the said supplier or for any forbearance act or omission on the part of the purchaser or any indulgence by the Purchaser, to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this

guarantee is required for a longer period and it is not extended by the said supplier beyond the period specified above, the Bank shall pay to the Purchaser the said sum of Rs.....
(Specify the amount) or such lesser sum as may then be due to the purchaser and as the Purchaser may demand.

4. We,.....Bank Ltd lastly undertake not revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.
5. The Bank has under its constitution power to given this guarantee and Mr. , Manager, who has signed it on behalf of the Bank has authority to do so.
6. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

DatedDay of.....

Signature of the authorised person
For and on behalf of the Bank

GUARANTEE BOND FOR SECURITY

In consideration of M/s **Bharat Coking Coal Limited** (a subsidiary of Coal India Limited) ,Dhanabd (herein after called “the company”) having agreed to exempt M/s from the demand, under terms and conditions of an agreement/ order No.datemade between the company and the said contractor (s) for (Herein after called “ the said description of the agreement/ order”) of Security Deposit for the due fulfillment by the said contractors(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs..... (Rs.....) Only.

7. We,(indicate the name of the Bank with address) (Herein after referred to as “the Bank”) at the request of the contractor(s) do hereby undertake to pay to the company an amount not exceeding Rs.....against any loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.
2. We,(indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of breach by the said contractor (of any of the terms and conditions contained in the said agreement or by reason of the said contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to the company any money so demanded notwithstanding any dispute or disputes raised by the said contractor(s) in any suit or proceeding pending before any court or Tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said contractor (s) shall have not claim against us for making such payment.
4. We..... (Indicate the name of bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continued to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before thewe shall be discharged from all liability under this Guarantee thereafter.
5. We,(indicate the name of bank) further agree with the company..... to the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor(s) or for forbearance, act or omission on

the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for would, but for this provision, have effect of so relieving us all. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the bank shall pay to the company the said sum of Rs.....or such lesser sum as may then due to the company and the company may demand.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor(s).
7. The Bank has under its constitution power to give this Guarantee and Mr..... who has signed it on behalf of the Bank have authority to do so.
8. We,lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing.

Dated theday of.....

Signature of the authorised person
For and on behalf of the Bank

ANNEXURE G-I

Format for Bid in Indian Rupee

Sl #	Description/ Part No	Quantity Quoted	Unit Basic price (Ex - works) Price	Discount(%) if any	Net Basic price (Ex - works) Price	Packing and Forwarding charges	Excise duty & Educational Cess	Sales Tax Whether CST /VA T and (Without C form)	Service Tax	Freight charges	Insurance charges	The other Charges if any	Unit Landed price
1 (a)		Nos/Set/Module	(Rs.)	a) In % and b) Amount in Rs.	(Rs.)	a) In % and b) Amount in Rs.	a) In % and b) Amount in Rs.	a) In % and b) Amount in Rs.	a) In % and b) Amount in Rs.	a) In % and b) Amount in Rs and b) Amount in Rs	a) In % and b) Amount in Rs	a) In % and b) Amount in Rs	(Rs.)

ANNEXURE G-II

Price Format for Foreign Manufactures in Foreign Currency

Sl. No. (1)	Description (2)	Qty. Quoted (3)	Part No. (4)	FOB Unit Price(Specify Currency) (5)	Marine Freight Insurance(Specify Currency) (6)	CIF unit price (5+6)=(7)	Discount(%) if any (8)	Port of destination , Net CIF unit Price(Specify Currency) (7-8)=(9)	Landing charges in India in INR. (10)	Clearing & forwarding charges in India in INR. (11)	Inland freight & Insurance from the port of destination to the ultimate consignee in India in INR (12)	Indian Agency commission if any in INR (13)	Sales Tax/VAT if any (14)	Specify other charges if any payable in INR.(15)
					a) In % and b) Amount (Specify Currency)	a) In % and b) Amount (Specify Currency)			a) In % and b) Amount	a) In % and b) Amount	a) In % and b) Amount	a) In % and b) Amount	a) In % and b) Amount	a) In % and b) Amount

ANNEXURE G-III

Comprehensive Annual Maintenance Charges for Eight (08) years after **Guaranty/Warranty**:- The bidders are required to submit their year wise **Comprehensive Annual Maintenance Charges (CAMC)** beyond the period of Guaranty/Warranty of the equipment, in the following format:

Year	Comprehensive Annual Maintenance Charge in INR (Rs)	Service Tax(if applicable) @ (<i>*to be specified by the bidder</i>) % (Rs)	Total Value	Discounting Factor for evaluation purpose @ 12%	Net Present Value(Rs.)	Total Net Present Value(Rs .)
1	2	3	4=2+3	5	6	7
1 st Year						
2 nd Year						
3 rd Year						
4 th Year						
5 th Year						
6 th Year						
7 th Year						
8th Year						
Total =						

ANNEXURE-“I”

INTEGRITY PACT

Between

BHARAT COKING COAL LIMITED (BCCL) hereinafter referred to as “The Principal”

And

.....hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- 1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.**
- 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.**
- 3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.**
- 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.**

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- 1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of**

transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. DHANBAD (JHARKHAND).
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

<p>----- ----- For the Principal the Bidder/Contractor Place..... </p>	<p style="text-align: right;">For</p> <p>Witness 1 : Witness 2 :</p>
<p>Date</p>	

NAME OF THE INDEPENT MONITOR: 1 Sri A.K.Chakaraborty(Retd. Judge), BB-69,Sect-1, Salt Lake,Kolkata-700064

Requirements for Vendors

1.0 Requirements for Vendors

- P.C. connected with internet (Preferred broadband).
- Registration with Service provider portal www.itietendering.com/CIL
- The vendor should possess a Class III Digital Signature certificate (Mandatory).
(Bids will not be recorded without Digital Signature Certificate.)

Please visit website: www.itietendering.com/CIL and click on the link Digital Certificate and download the certificate form and fill the necessary details and send the hard copy to the following address:

Mr. Debraj Saha
ITI Limited, Kolkata Mobile No- 09883028202
Mr. Debraj Saha/ Kumar Chandan
ITI Limited,
(A Govt. of India Undertaking)
Regional Office, F-29, Ground
Floor, Doorvaninagar
Bangalore-560 016
Ph: 080-25660522.

- **In case of any clarification please contact ITI Ltd., before the schedule time of the e-Procurement.**

Contact Person:-

Mr. Debraj Saha Mobile No- 09883028202
/ Kumar Chandan Mobile No- 09686196757
ITI Limited, Kolkata
Email: dbrajsaha007@gmail.com
Email: ni.chandan@gmail.com

- 1.0.1 For registration, Submission procedure and method of correspondence etc**
Please visit our website: www.itietendering.com/CIL and click on the link Vendor Help and download the manuals.
- 1.0.2 To obtain the Class III digital signature certificate:**
Please visit our website: www.itietendering.com/CIL and click on the link: [“To obtain Digital Signature Certificate Click to download the Application Forms.”](#) and download the certificate form and fill the necessary details.
- 1.0.3 Help for participating in e-tender:**
The detailed method for participating in the e-procurement is available in the website [“www.itietendering.com/CIL”](http://www.itietendering.com/CIL). The bidders have to Log on to ITI’s web site and then click on the specified link [“Vendor Help”](#) to start participating in the e-procurement process.

ANNEXURE-L

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

PROFORMA to be submitted in Triplicate

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

(With Telephone No. & Fax No.)

2 **PARTICULARS OF BANK ACCOUNT:**

A. BANK NAME:

B. BRANCH NAME:

(Including RTGS Code)

ADDRESS:

9-DIGIT CODE NUMBER OF THE BANK & BRANCH

(Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI

ACCOUNT TYPE:

(S.B. Account/Current Account Or Cash Credit with Code 10/11/13)

LEDGER NO./LEDGER FOLIO NUMBER:

ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT

(As appearing on the Cheque Book)

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

Date:

(.....)

Signature of the Customer/
Vendor/Supplier/Contractor

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

(.....)

Signature of the Authorized
Officials from the Bank.

Subject- Procurement of Holter Monitor with Analyser for CCU, CHD with warranty two(02) years & CAMC for 08 years after Warranty.

The draft NIT (through Global Open tender) incorporating the detail commercial terms and conditions, Eligibility and Proven-ness Criteria etc have been prepared placed at (folio /c to /c.) based on the provision of purchase manuals, extant practice in BCCL and other subsidiaries.

The Eligibility and Proven-ness Criteria, Payment terms, Performance Bank guarantee, Warranty and Guarantee have been incorporated in the draft NIT and extant practice in BCCL and other subsidiaries of CIL keeping in view the aspect of clarity and transparency to ensure procurement from right sources. These may be got vetted along with other technical points of NIT by CMS(I/c) CHD .

The HOD(Medicine), CHD is requested to furnish the name full address of probable source as suggested at N/5.

Put up for kind perusal and to forward for vetting.

(P.Ranjan)
SM(MM),WD.

GM(MM)WD

CMS I/c,CHD

Name of item- Holter Monitor with Analyser for CCU, CHD with warranty 02 & CAMC for 08 yrs after warranty period.

Estimated Value-Rs.8.00 Lakhs(without CAMC Charges)
Mode – e-Open tender(Global)

Sub:- Procurement of Holter Monitor with Analyser for CCU, CHD .

Complete technical-specification, Delivery period, Warranty/C AMC and Proveness/Eligibility Criteria have been vetted by the O/o CMS,CHD on N/6-7.

In view of above, it is proposed to go for e-Open tender(Global) through ITI Ltd .Also intimation about issue of tender to the firms/ probable sources as suggested by user department at N/6-7

Submitted for kind approval to issue e-open tender(Global)through ITI Ltd.

(P.Ranjan)
SM(MM)WD

GM(MM)CCWO

Name of officer:- P.Ranjan SM(MM)CCWO

**No. BCCL/GM(MM)CCWO/ PUR/ 912198/Holter Monitor/CHD/12-13/ 2012/Global/
Dated 02.7.2013.**

Sub:- Publication of Open e-Tender Notice(Global).

Kindly arrange to publish the Notice of Open e-Tender (Global) in the leading daily/ weekly Newspaper , Indian Trade –Journal and in the BCCL Web site www.bccl.gov.in and www.tenders.govt.in , as per extant procedure of BCCL.

- 1)Item:- Holter Monitor with Analyser for CCU, Central Hospital,Dhanbad with warranty 02 & CAMC for 08 yrs after warranty period.
- 2) Estimated Value :- **Rs. 8.00 Lakhs(Without CAMC Charges)**
- 3) Due date & time of receipt of (off-line) Tender:- Up to 3.00PM ON **19.9.2013**
- 4) Due date & time of opening of (off-line) Tender:-AT 3.30 PM ON **19.9.2013**
- 5) Due date & time of on line bidding- At 3.00 PM on **19.9.2013**
- 6) Due date and time of on line opening-At 11.00 AM on **20.9.2013**
- 7) Cost of Tender documents : Rs.1000 =00
- 8) Proveness & Eligibility Criteria:- As per NIT

Please arrange for publication of the above e-Tender notice as requested and at the earliest.

Put up to GM(MM)CCWO to forward the note sheet to GM(MM)KB .GM(MM)KB may be requested to arrange for publication and kindly send the clipping of Newspapers after publication.

(P.Ranjan)
SM(MM)CCWO

GM(MM)CCWO
GM(MM)KB
CM(MM)(Tender, Cell)MM Dept,KB



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited, A Maharatna Company)

Office of the General Manager(MM) Materials Management
Department,HQ OFFICE at-Washery Division, CCWO,
Saraidhella, Dhanbad-828127.

Tel.No.0326-2222647,Fax No.0326-2222644/22

Web site: www.bccl.govt.in

Ref. **BCCL/GM(MM)CCWO/ PUR/ 912198/Holter Monitor/CHD/12-13/ 2012/Global/49/**
Dated 13.8.2013.

Regd Post.

To,
M/S ALLENGERS MEDICAL SYSTEM LTD,
107-A, RAS BIHARI AVENUE, 3RD FLOOR,
KOLKATA- 700029.

Sub:- Procurement of Holter Monitor with Analyser- 1No for CCU, CHD

Ref: OurTender Enquiry no: BCCL/GM(MM)CCWO/ PUR/ 912198/Holter Monitor/CHD/12-13/
2012/Global/49/ dt. 26.7.2013 due on 19-09-2013.

Dear Sir ,

For procurement of the item i.e. **Holter Monitor with Analyser- 1No for CCU, CHD**
against -E-advertised (Global open) tender is due for opening on **19-09-2013**.

You may participate in the aforesaid tender if you are interested and also comply the terms of NIT. For details
Please log on to www.itietendering.com/CIL and <http://bccl.govt.in>

This is for intimation only.

Yours Faithfully,

(P.RANJAN)
SM(MM)CCWO



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited, A Maharatna Company)

Office of the General Manager(MM) Materials Management
Department, HQ OFFICE at-Washery Division, CCWO,
Saraidhella, Dhanbad-828127.

Tel.No.0326-2222647, Fax No.0326-2222644/22

Web site: www.bccl.govt.in

Ref. **BCCL/GM(MM)CCWO/ PUR/ 912198/Holter Monitor/CHD/12-13/ 2012/Global/49/**
Dated 13.8.2013.

Regd Post.

To,
M/S BPL LIMITED,
108A, MAULANA ABDUL KALAM AZAD SARANI, PHOOL BAGAN,
KOLKATA- 700054.

Sub:- Procurement of Holter Monitor with Analyser- 1No for CCU, CHD

Ref: OurTender Enquiry no: BCCL/GM(MM)CCWO/ PUR/ 912198/Holter Monitor/CHD/12-13/
2012/Global/49/ dt. 26.7.2013 due on 19-09-2013.

Dear Sir ,

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Ref. **BCCL/GM(MM)CCWO/ PUR/ 912198/Holter Monitor/CHD/12-13/ 2012/Global/49/**
Dated 13.8.2013.

Regd Post.

To,
M/S PHILIPS ELECTRONICS INDIA LTD,
1ST FLOOR, 7, JUSTICE CHANDRAN MADHAV ROAD,
KOLKATA- 700020.

Sub:- Procurement of Holter Monitor with Analyser- 1No for CCU, CHD

Ref: OurTender Enquiry no: BCCL/GM(MM)CCWO/ PUR/ 912198/Holter Monitor/CHD/12-13/
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Ref. **BCCL/GM(MM)CCWO/ PUR/ 912198/Holter Monitor/CHD/12-13/ 2012/Global/49/**
Dated 13.8.2013.

Regd Post.

To,
M/S SIEMENS LTD,
130, PANDURANG BUDHKAR MARG,WORLI,
MUMBAI- 400018.

Sub:- Procurement of Holter Monitor with Analyser- 1No for CCU, CHD

Ref: OurTender Enquiry no: BCCL/GM(MM)CCWO/ PUR/ 912198/Holter Monitor/CHD/12-13/
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Ref. **BCCL/GM(MM)CCWO/ PUR/ 912198/Holter Monitor/CHD/12-13/ 2012/Global/49/**
Dated 13.8.2013.

Regd Post.

To,
M/S SCHILLER HEALTHCARE INDIA PVT.LTD,
B.B.-412, SECTOR-1, SALT LAKE CITY,
KOLKATA- 700064.

Sub:- Procurement of Holter Monitor with Analyser- 1No for CCU, CHD

Ref: Our Tender Enquiry no: BCCL/GM(MM)CCWO/ PUR/ 912198/Holter Monitor/CHD/12-13/
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Ref. **BCCL/GM(MM)CCWO/ PUR/ 912198/Holter Monitor/CHD/12-13/ 2012/Global/49/**
Dated 13.8.2013.

Regd Post.

To,
M/S WIPRO GB HEALTHCARE PVT. LTD,
3, PRETORIA STREET, 3RD FLOOR,
KOLKATA- 700071.

Sub:- Procurement of Holter Monitor with Analyser- 1No for CCU, CHD

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