

नार्दन कोल्डफिल्ड्स लिमिटेड  
एक मिनी रत्न कम्पनी  
सामग्री प्रबन्धक विभाग  
पो० ओ० सिंगरौली कोलियरी  
जिला सिंगरौली , म०प्र० 486889  
फैक्स नं० 07805-266388 /266640



Northern Coalfields Limited  
(A Mini Ratna Company)  
PO- Singrauli Colliery,  
Distt- Singrauli, MP- 486 889  
(An ISO 14001,ISO 9001,OHSAS-18001 &  
SA 8000 Certified Company)  
Materials Management Wing  
Tel : 07805-266413/256615



Ref: No.63834022 /216A1084/

Dated 14.05.2018

### REPEAT ORDER

To

M/S Midmark (India) Pvt. Ltd. (Formerly Janak Healthcare Pvt. Ltd.) Janak House , Opp. Indian Oil Depot Sheikh Misry Road, Wadala(E),Mumbai- 400 037	Tel No.: 022-2413 0407 PCC: BY REGISTERED POST Vendor Type : Manufacturer(NSIC Regd firm, Cat-Medium Enterprises)
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Sub : Supply of Attendant Chair cum Bed on repeat order basis.

Ref : Our PO No. 63634024 /216A1084 dated 30 /06/2017

:Your confirmation letter No. MIPL/NCL/2017-18 dtd. 20.03.2018 to supply Attendant Chair cum Bed on repeat order basis.

Dear Sirs,

With reference to the above, we hereby place repeat order on you against the above referred supply order for supply of the following material. The supply shall be governed by the specification, prices, terms & conditions mentioned here under and also unless otherwise specified as per General Terms & Conditions enclosed with the NIT.

### SCOPE OF SUPPLY:

Sl. No.	Description	Quantity (in No)	Unit Basic Price (Rs.)	Ext. value (Rs.)
1	Attendant Chair cum Bed (Detailed Technical Specifications as per enclosed Annexure-I) Make : Your own make Model : BX1003	05	16650.00	83250.00
Total				83,250.00
<b>Rs. Eighty Three Thousand Two Hundred Fifty Only</b>				

### TERMS & CONDITIONS:

**PRICE BASE:** Prices are on FOR destination basis inclusive of Packing & Forwarding, , freight & Insurance charges for supply up to destination. The prices shall remain firm till completion of supplies.

**GST :** GST shall be payable extra at actuals at legally applicable rate at the time of supply , which is presently applicable as GST@ 18% .

**Installation & Commissioning** - Installation and commissioning of the ordered item at site will be done by you free of cost. After successful commissioning at Central Hospital, Singrauli (MP), Installation / Inspection Report to this effect would be issued by CMS(I/C) , NCL, Central Hospital, Singrauli or his authorized representative.

**DELIVERY PERIOD**:-Within 90 days from the date of issue of this repeat order . No materials should be supplied beyond the specified delivery period unless amendment for extension of delivery period is obtained from the purchaser .

If there is any statutory increase in the rates of taxes & Duties during the extended Delivery Period (beyond stipulated delivery period), NCL shall not pay increase in the Taxes and Duties and shall be borne by you and in case there is any decrease, the same shall be passed on to NCL.

**CONSIGNEE**:-

CMS, Incharge , Central Hospital , Northern Coalfields Limited, P.O. Singrauli, Dist. Singrauli – 486890 (MP).
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**SECURITY DEPOSIT**: Procurement value being less than Rs. 1.00 lakh, security deposit is not applicable

**PAYMENT TERMS**: 80% payment including all taxes and duties shall be arranged by the concerned paying authority of the consignee **within 21 days** after delivery of the equipment along with accessories and receipt and acceptance of PBG @ 10% of order value or the date of submission of bill(s) whichever is later. Balance 20% payment shall be released within 21 days after successful installation/ commissioning of the Attendant Chair cum Bed .

**Bankers Name & Account No.**:- HDFC Bank Ltd. , Rupam Centre,Cine Planet , Sion(E) , Mumbai , Bank Account No. & IFSC Code No.:- 01632790000029 & HDFC0000163 respectively.

**PAYING AUTHORITY**: The Area Finance Manager, NCL Hq., Singrauli (M.P.)-486 890.

**SUBMISSION OF BILLS** (i) Initially bill for 80% amount with taxes & duties ,duly stamped and pre-receipted shall be submitted in triplicate to the Paying Authority with the following documents:

- (i) Consignment Note.
- (ii) Challan.
- (iii) Copy of Bill.
- (iv) Guarantee/Warranty Certificate.
- (v) Performance Bank Guarantee @ 10%.
- (vi) Copy of the Inspection Note.
- (vii) Any other document required as per order duly authenticated.

**Note:- A set of above documents should be submitted to the consignee.**

(ii) After installation & commissioning of microscopes , bill for balance 20% amount, duly stamped and pre-receipted shall be submitted in triplicate to the Paying Authority alongwith installation certificate.

**PACKING**: Consignment should be securely packed & marked as per standard practices/ BIS Norms to withstand the rigorous of transport to prevent any loss/damage or pilferage in transit .Safe arrival at destination is yours responsibility.

**MODE OF DESPATCH & ROAD PERMIT**: Road transportation on Door Delivery basis at your risk. At present no road permit is required to send the material for M.P. projects of NCL.

**LOWEST PRICE CERTIFICATE:** You shall certify on the body of each bill that the “prices charged are the lowest and is the same as applicable to other Government departments / Public Sector Undertakings , CIL and its subsidiaries & other Organisations”.

**INSPECTION:** Final Inspection shall be carried out by the consignee or his authorized representative at the site of consignee and the same shall be final. The stores found defective or not in accordance with the supply order specification will be rejected and intimated for free replacement within 30 (thirty) days from the date of intimation.

**RISK PURCHASE:** In the event of failure of supplier to deliver or dispatch 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, Northern Coalfields Limited 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 mentioned clearly 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 at NCL and also in any other Subsidiary Company/Coal India Ltd.

**LIQUIDATED DAMAGE CLAUSE:** In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the samples and/or specification mentioned in the supply order and in the event of breach of any of the terms & conditions mentioned in the supply order, NCL shall have the right:

- a. To recover from the successful tenderer as agreed liquidated damages, a sum of 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). Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division
- b. To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of 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 cost of the defaulting supplier and also
- d. To extend the period of delivery with or without penalty as may be considered fit and proper the penalty, if imposed shall not be more than agreed liquidated damage referred to in clause (a) above,
- e. To forfeit the security deposit fully or partly
- f. Whenever under this contract, a sum of money is recoverable from and payable to the suppliers, NCL shall be entitled to recover such sum by appropriating in part or in whole for deducting any sum or at any time thereafter may become due to the successful tenderer in this or any contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay NCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

**FORCE MAJEURE:** 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 an embargo or blockage or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then the NCL may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and its decision in this regard shall be final. If and when additional time is granted by the purchaser, 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 conditions.

- (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 last out of force majeure, NCL 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 any extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither NCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

**PRICE FALL CLAUSE:** The price charged for the stores supplied against this order 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.

**WARRANTY/GUARANTEE:** You will give a warranty/guarantee for satisfactory performance of the supplied materials for a period of 24 months from the date of installation & commissioning. You should 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 Northern Coalfields Limited. The new goods should be supplied on FOR destination basis free of cost.

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 supplier's representative.

**PERFORMANCE BANK GUARANTEE (PBG):** You are required to submit the Performance Bank Guarantee for 10% of the total value of the ordered item on landed basis inclusive of applicable taxes & duties i.e. Rs. 9,824.00 at Central Hospital, Singrauli. The performance guarantee for 10% (ten percent) of order value will be taken in the form of a Bank Guarantee in Prescribed Format (**Annexure-III enclosed**) valid for warranty period of two years + 03 months (i.e. for 27 months) from the date of Installation/Commissioning of the ordered item at site to cover both satisfactory performance and warranty period.

You shall have the option to get converted the Security Deposit amount into the Performance Bank Guarantee or submit Performance Bank Guarantee separately. In case you get the security deposit converted into Performance Bank Guarantee and security deposit is less than the required Performance Bank Guarantee amount, you 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 Performance Bank Guarantee shall be released after fulfillment of all contractual obligation including warranty / guarantee conditions stipulated in the contract. For unsatisfactory performance and/or contractual failure, NCL 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-III and shall be irrevocable and unconditional and NCL shall have the powers to invoke/encash it notwithstanding any dispute or difference between supplier and NCL pending before the court, tribunal, arbitrator or any other authority.

Note : In respect to submission of Performance Bank Guarantee ,following may pl be noted :

- i. The Bank Guarantees should be issued through Structured Financial Messaging System (SFMS).
- ii. Beneficiary bank / branch IFSC Code: ICICI0003529 should be mentioned.
- iii. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889
- iv. If the Bank Guarantee is issued by ICICI Bank branches, the following may please be incorporated:

“We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... at ICICI Bank Ltd., Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889.”

In case, Security Money has been submitted in the form of Bank Guarantee, the same may be converted in to performance bank guarantee (PBG) for ordered item . PBG should not be less than 10% of landed value of order.

**IDENTIFICATION MARK:-**The word ‘NCL’ and Manufacturer’s distinctive identification mark /symbol must be clearly embossed / punched / engraved on the equipment at a visible place, which is not subjected to normal wear and tear, for convenience of identification any time.

**Jurisdiction of Court:-** Any dispute arising out of this order will be subject to the jurisdiction of Singrauli Dist. Court (MP) only.

This order is also governed by the General Terms & Conditions of supply of stores enclosed with the NIT and all the terms & conditions thereof will be applicable unless otherwise specified in this order.

You are requested to kindly acknowledge receipt and acceptance of order within 15 (Fifteen) days of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you.

Yours faithfully,

(Bipin Maurya)  
Asst. Manager(MM)

(M M Sarewar)  
Chief Manager(MM)

*For and on behalf of Northern Coalfields Limited Singrauli.*

**Encl:-**

1. Technical Specification – Annexure-I.
2. Format for Bank Guarantee for Security – Annexure-II.
3. Bank Guarantee Format for Performance Bank Guarantee – Annexure-III.

**Copy forwarded to:-**

1. The Chief Vigilance Officer, NCL, Singrauli.
2. Consignee: CMS (I/C) , Central Hospital , Singrauli
3. Paying Authority: The Area Finance Manager, NCL, NSC, Jayant.
4. The GM (Fin)/GM (MM)/HOD, NCL, Singrauli.
2. Progress Cell, MM Deptt., Singrauli.
3. The GM (MM)/I/c, BCCL/ECL/CCL/MCL/SECL/WCL/CMPDIL/CIL.

B.C. No. :NCL/HQ/C&B/Capital/Contingency/2018-19/05 dtd. 04.05.2018 for Rs. 98235.00  
FC No. : NCL/HQ/FC/2018-19/Capital/Contingency/04 dtd. 04.05.2018 for Rs. 98235.00

This issues with the approval of competent authority.

(Bipin Maurya)  
Asst. Manager(MM)

(M M Sarewar)  
Chief Manager(MM)

For and on behalf of Northern Coalfields Limited

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जिला सिंगरौली , म०प्र० ४८६८८९  
फैक्स नं० ०७८०५-२६६३८८ /२६६६४०



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## ANNEXURE-I

Ref: No.63834 /216A1084/  
M/S Midmark (India) Pvt. Ltd.

Dated 14.05.2018

### Detailed technical specifications of Attendant Chair Cum Bed

Dimension from end to end : Approximately 1850 mm L X 785 mm W  
Platform Dimension (without arm rest) : Approximately 1850 mm L X 625 mm W  
Upholstery Thickness : Approximately 75 mm height  
Patient Load Bearing Capacity : 120 Kg or more  
Back rest Angle L: Approximately 65<sup>0</sup>

**Make & Model** : Your own make , Model : BX1003

(Bipin Maurya)  
Asst. Manager(MM)

(M M Sarewar)  
Chief Manager(MM)

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## ANNEXURE-II

### FORMAT FOR BANK GUARANTEE FOR SECURITY

In consideration of M/s Northern Coalfields Limited (a subsidiary of Coal India Limited) Singrauli, PO- Singrauli Colliery, Distt. Singrauli (MP) (herein after called “the company”) having agreed to exempt M/s.....from the demand, under terms and conditions of an agreement/ order No. ....date .....made 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.

1. 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 the .....we 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 the .....day of.....

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



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### ANNEXURE-III

### FORMAT FOR PERFORMANCE GUARANTEE

M/s ..... a company having its office at ..... (hereinafter called the supplier) has entered into a Contract No.....with Northern Coalfields Limited (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.

Dated .....Day of.....

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

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