

	<b>BHARAT COKING COAL LIMITED</b> <b>( A Subsidiary of Coal India Limited )</b> <b>Office of the General Manager(MM)</b> <b>Materials Management Department</b> <b>Commercial Block L-III , Koyla Bhawan : Koyla Nagar</b> <b>Dhanbad : 826005(Fax No- 0326-2230183)</b>
<b>SUPPLY / PURCHASE ORDER</b>	<b>Under jurisdiction of Dhanbad Court and Jharkhand High Court only.</b>

**BY REGD.POST / SPEED POST**

**Ref no:** BCCL/Pur/300199/ Mobile Filing Cabinets/CHD/10-11/110      Dt.14.09.2012

To,  
M/s Methodex Systems Ltd,  
D-10, MIG Harmu Housing Colony,  
Near Patel Chowk,  
Ranchi – 834012

FAX – 0651-2245177  
Vendor Code: 1/22/M/T/044

Sub:- This office Tender Enquiry No E-Tender No- BCCL/Pur/300199/ Mobile Filing Cabinets/CHD/10-11/23 dt.02.06.11 due & opened on 29.06.11

Ref:- Your Offer no nil dated nil and subsequent correspondences on the above subject , your last letter/e-mail dated 08.09.2012

**Dear Sirs,**

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of below mentioned item at the following price, terms and conditions:

**1.SCOPE OF SUPPLY:-**

S.N	Item	Qty	Unit Rate	Value
1	Mobile Filing Cabinet on rail , Model-MS1-4HC Make- Methodex, detailed specification as per Annexure –“A”	09 nos	57274.00 (inclusive ED @10.3%)	5125466.00
			VAT@14%	72165.24
			Total	587631.24

**2. Total Contractual Value** : The total contractual value will be . Rs. 5,87,631.24 (Rupees Five Lakh Eighty Seven Thousand Six Hundred thirty one and paise twenty four) only on F.O.R. Destination basis inclusive of all taxes , duties & charges as indicated above .

**3. PRICE** : FIRM & On F.O.R. Destination basis

**4. E.D.** : Inclusive in the above price.

**5. VAT** : Will be paid as applicable . Quoted rate is indicated above.

**6. Packing , Forwarding & Insurance** : Nil.

**7. Freight** : Nil.

**8. Payment Terms**: 100% payment within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later by the consignee.

**9. Bank Details:**

1	<b>VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME &amp; ADDRESS:</b> (With Telephone No. & Fax No.)	M/s Methodex Systems Ltd, D-10, MIG Harmu Housing Colony, Near Patel Chowk, Ranchi – 834012 Ph No:- 0651-2240821, FAX – 0651-2245177
2	<b>PARTICULARS OF BANK ACCOUNT:</b>	
	<b>A.BANK NAME:</b>	HDFC Bank

	<b>B.BRANCH NAME:(Including RTGS Code)</b>	Branch IFCS Code:- HDFC 0000003
	<b>ADDRESS:</b>	1 <sup>ST</sup> Floor Kailash Building,26, Kasturba Gandhi, New Delhi
	<b>C.9-DIGIT CODE NUMBER OF THE BANK &amp; BRANCH</b> (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	
	<b>D. ACCOUNT TYPE:</b> (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Current Account
	<b>E.LEDGER NO./LEDGER FOLIO NUMBER:</b>	
	<b>F.ACCOUNT NUMBER (CORE BANKING) &amp; STYLE OF ACCOUNT</b> (As appearing on the Cheque Book)	00030330000119 Current Account

**10.DELIVERY SCHEDULE:-** Within 4-5 weeks from the date of receipt of order. Delivery period to be reckoned from 10<sup>th</sup> day of placement of order .

**NOTE : Safe arrival of materials shall be your responsibility.**

**11. Performance Bank Guarantee** – Not Applicable.

**12. Security Money:-** You 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 Bank Draft /Bank Guarantee within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If you fail 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 . **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.**

**13.Inspection & Tests:-**The Final Inspection would be carried out at consignee's end after receipt of materials. Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

**14.Transit Insurance** – Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

**15. PENALTY FOR FAILURE TO SUPPLY IN TIME**

The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

In the event of failure to deliver the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:

a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division .

- b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also
- d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause(a) above.
- e) To encash any Bank guarantee which is available for recovery of the penalty or
- f) To forfeit the security deposit full or in part.
- g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due to the successful tenderer in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

**16. PRICE FALL CLAUSE.**

- i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.
- ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGM(MM), Bharat Coking Coal Limited, Commercial Block, Level –III, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.

**17. Submission of Bills-** Pre –receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate, Price Certificate and other relevant documents as per supply order, should be submitted to the Paying Authority through Consignee only.

**18. Guarantee /Warranty –** Materials supplied should be guaranteed for a period of 12(twelve) months from the date of fitment or 18 months from the date of receipt and acceptance at consignee end whichever is earlier against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended within 07 days from the date of receipt of report and replace the materials within 21 days free of cost.

**19. Packing: Consignment shall be supplied in suitable standard proper packing.**

**20. Force Majeure Clause –** If the execution of the supply order is delayed beyond the period stipulated in the supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final.

**21. Consignee –** CMS, CHD, BCCL, Dhanbad.

**22. Paying Authority-** GM(F) MM Div, Koyla Bhawan, Koyla Nagar, Dhanbad.

**23. Issue of Road Permit:** Road Permit if required may be obtained directly from the Consignee under intimation to this office.

**24. All disputes are subject to Dhanbad Court and Jharkhand High Court**

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL BE STRICTLY AS PER OUR NIT.

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase order, one of which should be returned to us duly stamped and signed. This issues with the approval of the Competent Authority.

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

( M. Mehta)  
Asst Manager(MM)

(A.K.Choudhary )  
Chief Manager (MM)

**INDENT & BC/FC REFERENCE:-**

Indent no. and Date	Budget Certification & FC Details.
Indent No:- Nil dated Nil IR No:- 0199 dated 31.03.2011	BC No:- BCCL/C&B/CAP/12-13/F&F/CHD/127/46/18eBC dtd 06.08.2012 for Rs 5,87,631.24 (Rupees Five Lakh Eighty Seven Thousand Six Hundred thirty one and paise twenty four) only e-F.C. No. : 5 Dt. 08/09/2012 of CM(F)(Oprn.) , Koylabhawan

Copy to:

1. CMS, CHD, BCCL, Dhanbad
2. GM(F) MM Div, Koyla Bhawan
3. SM(Tech Cell), MM Div, Koyla Bhawan.
4. Master File/Office Copy.
5. Justice Ashok Kumar Chakraborty (Retd), BB-69, Sector I Salt Lake, Kolkata – 700 064

**Annexure-“A”**

**Technical Specifications of Mobile filing cabinet on rail, Model- MS1-4HC, Make- Methodex**

1. Size of Each Body: 2215 MM(H) , 915 MM(W) , 406 MM (D)
2. Panel: Thickness- 0.8 mm ( Made of MS-CRCA Sheet)
3. Loading capacity of each panel: 70 Kg
4. Loading capacity of body is: 350 Kg
5. Anti rust surface treatment/Powder coated with epoxy polyester powder with a dry film thickness of 50 to 80 (Minimum 40) microns.
6. Centralized locking
7. Push/Pull type unit fitted onto 1.6 MM thick plate
8. Anti tilt provision
9. Sound buffer button
10. Adjustable shelf ( Every 40 mm height)
11. Heavy duty durable rails provided.
12. Label Holder on each body.
13. Plastic Handles for good grip.
14. Each shelf can take load of 11 Box files and 25 hanging pocket files.
15. Platform is using 1.5 mm thickness steel panel with stiffener.
16. Anti topple system prevents the body from toppling and acts as a safety device.
17. The rubber stud is used to minimize noise emission and prevent scratches