

**MSP STEEL & POWER LTD (MSPSPL) RESERVES THE RIGHT TO AWARD THE CONTRACT TO ONE OR MORE BIDDER OR IN CASE THE BIDS ARE NOT UPTO THE SATISFACTION OF MSPSPL, RESERVES THE RIGHT TO CANCEL THE AUCTION ALSO. MSPSPL'S DECISION ON THIS WILL BE CONSIDERED FINAL.**

**GENERAL TERMS AND CONDITIONS (GTC)**

**PRICE ESCALATION :** THE PRICES MENTIONED ABOVE ARE FIRM AND FINAL AND NO ESCALATION OF ANY NATURE ON THE PRICE WILL BE PERMITTED DURING PENDENCY OF THE ORDER.

**PRICE BASIS :** PACKING & FORWARDING, FREIGHT AND TRANSIT INSURANCE CHARGES UPTO OUR SITE TO BE IN SUPPLIER'S ACCOUNT UNLESS OTHERWISE SPECIFIED.

**PACKING :** MATERIAL SHOULD BE SUITABLY PACKED FOR TRANSPORTATION BY ROAD TO OUR SITE. ANY DAMAGES / BREAKAGE / LOSS TO THE CONSIGNMENT DURING TRANSIT DUE TO POOR PACKING OR HANDLING WILL BE SOLELY TO SUPPLIER'S ACCOUNT.

**FREIGHT :** FOR OUR PLANT JAMGOAN RAIGARH OR AS PER PRICE CALCULATION SHEET.

**TERMS OF PAYMENT :** 30 DAYS INTEREST FREE DIRECT CREDIT FROM THE DATE OF RECEIPT AT SITE. IN CASE BIDDER QUOTE LESS THAN 30 DAYS, INTEREST @ 18% PER ANNUM WILL BE LOADED IN BIDDER'S AMOUNT DURING AUCTION. OR AS PER PRICE CALCULATION SHEET

**DELIVERY :** TIME IS ESSENCE OF THIS ORDER AND DELIVERY MUST BE MADE AS PER DELIVERY SCHEDULE UNLESS OTHERWISE CONFIRMED BY MSPSPL IN WRITING.

IN THE EVENT, THE SUPPLIER FAILS TO DELIVER THE GOODS OF THE ORDER QUANTITY OR DELIVER DIFFERENT AND/OR SUB-STANDARD MAKE/QUALITY, THE COMPANY /RESERVES THE RIGHT TO REJECT THE MATERIAL AND INFORM THE SUPPLIER IS TO LIFT THE MATERIAL FROM OUR STORES AT HIS OWN COST IMMEDIATELY ON RECEIPT OF INFORMATION. IN COMING FREIGHT, IF ANY, PAID FOR THESE SHALL BE RECOVERED FROM THE SUPPLIER.

**DESPATCH INSTRUCTION :** MATERIAL TO BE DESPATCHED BY ROAD TRANSPORT THROUGH ARC / TCI / NETAJI ROADLINE / BCTC / RAIPUR RAIGARH TRANSPORT ON AGREED AND WRITTEN CONDITION BASIS.

IN CASE MATERIAL IS BEING DESPATCHED THROUGH ANY OTHER TRANSPORT, PRIOR APPROVAL IS TO BE TAKEN FROM MSPSPL.

**TERMS OF DELIVERY : -**

1. SUPPLIER IS TO ENSURE THAT THE VEHICLE HAS VALID FITNESS CERTIFICATE, POLLUTION CERTIFICATES ISSUED BY RTO / APPROVED AUTHORITIES.
2. TRANSPORTER / SUPPLIER MUST ENSURE NOT TO DISPATCH ANY NON COMPATIBLE (HAZARDOUS MATERIAL) ALONGWITH CONSIGNMENT.

3. TRANSPORTER / SUPPLIER SHALL ENSURE THAT THE TRUCKS ARE LOADED UP TO THE PERMISSIBLE LIMIT AS REGISTERED & RECORDED AS PER RC BOOK OF THE TRUCKS. IF ANY PENALTY IS IMPOSED, IT SHALL BE BORNE BY THE TRANSPORTER.
4. THE DRIVER HAS VALID DRIVING LICENSE.
5. MATERIAL SHOULD BE PACKED IN ENVIRONMENT FRIENDLY PACKAGING & TO BE CONSIGNED WITH MATERIAL SAFETY DATA SHEET (M.S.D.S.) WITH EACH CONSIGNMENT, IF REQUIRED
6. SUPPLIER SHALL SUBMIT THE FOLLOWING ORIGINAL DOCUMENTS IN DUPLICATE FOR PROCESSING OF PAYMENT:-
  - A. CHALLAN
  - B. PACKING LIST
  - C. INVOICE IN TWO SEPARATE COPIES (ORIGINAL FOR BUYER & DUPLICATE FOR BUYER)
  - D. INVOICES & DELIVERY CHALLAN SHOULD MENTION WITH PO NO. AND DIVISION.
  - E. ONE COPY OF P.O. SHOULD BE SENT ALONG WITH GOODS
  - F. SUPPLIER TO ENSURE THAT THE GST NOS. ARE MENTIONED ON THE INVOICES
  - G. CONSIGNEE COPY OF LR / RR, IN CASE OF DOOR DELIVERY CONSIGNEE COPY IS TO BE ATTACHED WITH TRANSPORTER COPY.
  - H. TEST CERTIFICATE, WHEREVER APPLICABLE MUST ACCOMPANY WITH DOCUMENT.
  - I. GUARANTEE / WARRANTY CERTIFICATE, MUST ACCOMPANY WITH DOCUMENT.
  - J. INSPECTION REPORT, MUST ACCOMPANY WITH DOCUMENT.
  - K. O & M MANUALS AND CDS, MUST ACCOMPANY WITH DOCUMENT.

IN ABSENCE OF ABOVE DOCUMENTS BILL PROCESSING / PAYMENT WILL BE DELAYED ACCORDINGLY.

**SHELF LIFE** : A MINIMUM OF 75% SHELF LIFE REMAINING ON AGE CONTROLLED ITEMS TO BE ONLY DELIVERED TO MSPSPL. FOLLOWING INFORMATION / DOCUMENTS MUST ACCOMPANY ALL ITEMS HAVING SHELF LIFE / AGE CONTROLLED , AS APPLICABLE:

- MANUFACTURERS' PART NUMBER
- MANUFACTURERS' NAME AND/OR IDENTITY NUMBER
- DATE OF MANUFACTURE
- CURE DATE
- EXPIRATION DATE - (IF THE SHELF LIFE/AGE CONTROL ITEM IS NOT CONTROLLED, PROVIDE THAT
- INFORMATION ALSO.)
- BATCH OR LOT NUMBER
- STORAGE TEMPERATURE INFORMATION
- SPECIAL HANDLING INSTRUCTIONS

**DISPATCH INFORMATION** : IMMEDIATELY AFTER DESPATCH OF MATERIAL, ONE SET OF DISPATCH DOCUMENTS TO BE FORWARDED THROUGH MAIL (MAIL ID: [prashant.ks@msprgh.mspsteel.com](mailto:prashant.ks@msprgh.mspsteel.com) / [m.goel@msprgh.mspsteel.com](mailto:m.goel@msprgh.mspsteel.com) / [a.agarwal@mspsteel.com](mailto:a.agarwal@mspsteel.com) )

**INSPECTION:** MSPSPL RESERVES RIGHT TO INSPECT MATERIAL BY ITSELF OR BY ARRANGING THIRD PARTY INSPECTION AT ITS COST OR WAIVE OF INSPECTION AFTER DUE VERIFICATION OF DOCUMENTS AS THE CASE MAY BE.

YOU WILL GIVE AT LEAST 7 DAYS ADVANCE NOTICE FOR ARRANGING INSPECTION IN CASE OF INDIGENOUS SUPPLY.

IRRESPECTIVE OF STAGE INSPECTION OR PREDESPATCH INSPECTION AT YOUR WORKS, FINAL INSPECTION WILL BE CARRIED OUT AT MSPSPL SITE.

IN CASE OF ONLY SUPPLY ORDER; THE DISCREPANCY WILL BE NOTIFIED WITH IN 30 DAYS FROM THE DATE RECEIPT OF MATERIAL AT MSPSPL SITE. IN CASE OF JOINT INSPECTION, ERECTION/COMMISSIONING ARE INVOLVED AT MSPSPL SITE, DISCREPANCY WILL BE INFORMED AFTER THE SAME.

**REJECTION CLAUSE :** IN CASE OF REJECTION OF MATERIAL FULLY OR PARTIALLY, YOU WILL ARRANGE TO LIFT THE MATERIAL WITH IN 15 DAYS OF OUR NOTIFICATION. THEREAFTER, MSP STEEL & POWER LTD. (MSPSPL) WILL BE ABSOLVED FROM ANY RESPONSIBILITY TO RETURN IT. IN CASE AMOUNT IS ALREADY PAID , THE SAME WILL BE REMITTED TO MSPSPL WITH INTEREST @0.5% PER WEEK FOR DELAYED PERIOD.

**GUARANTEE:** EQUIPMENT OR SPARE PARTS SUPPLIED AGAINST THIS P.O. SHALL BE GUARANTEED AGAINST ANY MANUFACTURING / QUALITY DEFECT OR BAD WORKMANSHIP & SATISFACTORY OPERATION FOR A PERIOD OF 12 MONTHS FROM THE DATE OF SUCCESSFUL COMMISSIONING OR 18 MONTHS FROM THE DATE OF LAST RECEIPT, WHICHEVER IS EARLIER.

YOU SHALL ENSURE THAT ALL EQUIPMENTS SUPPLIED / SPARES AGAINST THIS ORDER, SHALL BE BRAND NEW AND AS PER RELEVANT DESIGN/DRAWINGS AND FREE FROM DEFECTS.

THE TERMS & CONDITIONS MENTIONED IN THIS ORDER / CONTRACT OR SPECIFICALLY AGREED IN WRITING SUBSEQUENTLY ONLY, IS INTEGRAL PART OF CONTRACT. THE OTHER TERMS & CONDITIONS OR CLAUSES MENTIONED IN VARIOUS CORRESPONDENCES / OFFER UNDER REFERENCE SHOULD BE TREATED AS NULL AND VOID.

**RISK PURCHASE :** IN CASE OF DELAY IN SUPPLY FULLY / PARTIALLY, MSPSPL RESERVES RIGHT TO CANCEL THE ORDER WITHOUT ANY COST TO IT AND ARRANGE THE MATERIAL FROM ALTERNATE SOURCES AT YOUR RISK. AND MSPSPL HAS THE RIGHT TO RECOVER FROM YOU ADDITIONAL COST INCURRED IN THE ARRANGEMENT OF SUCH MATERIAL.

**VALIDITY OF ORDER :** THIS ORDER WILL BE VALID UPTO SUCCESSFULLY COMMISSIONING OF MATERIAL AT OUR SITE AND SAME WILL BE CERTIFIED BY USER.

**JURISDICTION :** ALL DISPUTE OF DIFFERENCES ARISING AGAINST THIS ORDER WILL BE SUBJECT TO THE JURISDICTION OF THE COURT AT KOLKATA ONLY AND THERE WILL BE NO ARBITRATION IN RESPECT OF ANY MATTER OR DISPUTES UNLESS SPECIFICALLY INTIMATED IN WRITING BY US.

**ORDER ACKNOWLEDGMENT & ACCEPTANCE :** YOU SHALL SEND YOUR ORDER ACCEPTANCE WITHIN 2 DAYS FROM THE DATE OF RECEIPT OF ORDER. IF IT IS NOT RECEIVED WITHIN THE PERIOD, WE SHALL PRESUME THAT THE ORDER IS ACCEPTED IN RESPECT TO TERMS & CONDITIONS IN THE ORDER.