


<p>भारतकोकिंगकोललिमिटेड एक मिनीरत्न कंपनी (कोल इंडियालिमिटेडका एक अंग) सामग्रीप्रबंधनविभाग कोयलाभवन, कोयलानगर धनबाद-826 005 सी.आइ.एन:यू.10101जे.एच.1972जी.ओ.1000918</p>		<p>Bharat Coking Coal Limited A Miniratna Company (A Subsidiary of Coal India Limited) Material Management Department KoylaBhawan, Koyla Nagar Dhanbad- 826 005 C.I.N: U10101 J.H.1972 G.O.1000918</p>
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Ref no: BCCL/PUR/520053/ MS electrodes/MB/20-21/48

Date: 02.09.2020

By registered post

To,

M/s. USHA WELDS LIMITED,
102, 1st Floor, Deo Sidhi Plaza,
Kankarbagh Main Road, Patna – 800020.
Contact No: 09433544858; 09334111261
e-mail Id: ushaarc89@gmail.com

Category: Manufacturer - NSIC
(New Vendor Code: 805809)
(Old Vendor Code: 1/13/M/T/069)
GSTIN: 10AAACU3464D1ZX

Sub: Supply of MS electrodes.

Ref: WCL Rate Contract No: 11100132420996 dated 12.05.2020 valid up to 11.05.2022

Dear Sirs,

With reference to the above, we, for and on behalf of BCCL hereby place Purchase order on you for supply of MS electrodes as per rate, terms and Conditions indicated below:-

1. SCOPE OF SUPPLY-Technical Specification as per Annexure-A

Indented item description	Offer Product As per RC	Qty	Basic rate/ Unit in Rs as per WCL RC	Total Landed rate in Rs
5mm x450mm length electrode	Make : USHA ARCU19 size : 5.00 mm dia x450 mm Length HSN code: 83111000 Mat code: 94081010022	3700 nos	5.82	21534.00
GST @ 18%				3876.12
Total Landed value in Rs inclusive of GST @ 18%				25410.12

The Total Contractual value will be Rs 25410.12/ rounded off to Rs 25411.00-(Rs Twenty five thousand Four Hundred and eleven only) for procurement of 5mmx450mm electrode

TERMS & CONDITIONS:

1. **PAYMENT TERMS:** 100% 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.

2. **PRICES:** FIRM and F.O.R. destination basis; Packing & Forwarding charges: Nil; Freight & Insurance charges: Nil.

3. **GST:-** (a) GST shall be paid extra as legally applicable during the scheduled delivery period. Presently applicable GST rate is 18% (IGST).

(b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.

(c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.

(d) You have to ensure that if BCCL does not be able to avail Input Credit due to fault of the supplier then the loss amount to be recovered from the supplier.

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- (e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
- (f) E-way bill, if required, shall be arranged by you.
(NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account).

4. **DELIVERY SCHEDULE**:-Delivery to be completed within 4 weeks from the date of issue of supply order. The delivery schedule will be counted from the 7th day of the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery. Any increase in the rate of taxes & duties beyond delivery period will be to your account.

5. **INSPECTION** –

- i) The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
- ii) The inspections and tests may be conducted on the premises of the supplier or its subcontractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.
- iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
- iv) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin.
- v) Material are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall be carried out at the consignee end after receipt of materials by GM(E&M)I/C or his authorized representative.
- vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
- vii) The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.

6. **TRANSIT INSURANCE**– Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

7. **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.

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- 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.

8. PRICE FALL CLAUSE: You have undertaken in your offer that you have not supplied/ is not supplying similar products/systems or subsystems at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU and if found at any stage that similar products /systems or subsystems was supplied by the bidder to any other ministry/ department of the Govt. of India or a PSU at a lower price than that very price , with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the bidder to buyer, if the contract has already been concluded. A certificate to this effect shall be submitted by you along with supply bill.

9. SUBMISSION OF BILLS-100% value of bill duly stamped, signed & pre-receipted in six copies, as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with delivery challan in original, Consignee note (if any), Packing list if any, Guarantee/ Warranty certificate, BIS license, Test Report, Price Certificate, Copy of Inspection Note & money receipt of CMPDIL and other relevant documents.
NB: all documents to be submitted shall be authenticated.

10. GUARANTEE /WARRANTY-Materials supplied should be guaranteed for a period of 12 months from the date of use or 18 months from the date of receipt & acceptance of the material at consignee end whichever is earlier and against any manufacturing defects/workmanship/ Inferior quality.

11. PRICE CERTIFICATE: You shall certify in your invoice in the following format:
As undertaken by you in your offer you have to certify on the supplies bill that " we have not offered the same products at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU. In case we offer the lower prices for same items within the validity of this offer to ministry/ department of the Govt. of India or a PSU, we undertake to notify such reduction to the buyer and the same will also be applicable against this offer."

12. PACKING & PLACE OF DISPATCH - Consignment shall be supplied in suitable standard proper packing to avoid damages during transportation and handling. You will emboss/mark your brand name/manufacturers name at a prominent place for easy identification. Place of Dispatch- Patna, Bihar.

13. FORCE MAJEURE CLAUSES -
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.

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