

“GENERAL TERMS AND CONDITIONS FOR SERVICE”

DEFINITIONS & INTERPRETATIONS:

The following words and expressions mentioned in the Work Order /Contract shall have the meaning hereby assigned to them. Except where the WO/Contract requires otherwise by context:

“Purchaser” shall mean M/s Lalitpur Power Generation Company Limited (LPGCL)

“Contractor” shall mean successful party/vendor whose work order and terms have been accepted by us/purchaser and work order placed to him for provide the services / work.

1.0 SCOPE OF WORK ORDER:

- 1.1 The scope of work order/contract shall be as defined in the work order / contract specifications, drawings, standards referred to and/or annexed herewith.
- 1.2 The completeness of the assign work will be the responsibility of the Contractor. Any item, fittings and accessories which may not be mentioned specifically in the specification or drawing but are necessary for the satisfactory functioning & completing the work, the Contractor shall provide the same without any extra cost to the Purchaser.
- 1.3 The Contractor shall follow the best industrial practice for provide the service /workmanship, notwithstanding any omission in the specification. The intention of this document is that the Contractor shall in all respect design, engineer, and services with good workmanship and complete the work with full satisfaction of the purchaser.
- 1.4 The work assign under the work order/contract shall conform to the standard(s) mentioned in the technical specification/drawing or such other standard, which ensure quality. When no standard in mentioned in work order, work shall be furnish in accordance with appropriate standard issued by the concerned institution, as may be applicable.
- 1.5 Unless otherwise specified, validity of this work order shall expire on the close of 30th day from the specified date/schedule, unless extended by the Purchaser in writing at its absolute discretion. In the event an extension is granted by the Purchaser, the Purchaser shall be at liberty to vary, alter or amend the terms & condition including reduction of prices as also addition of fresh terms & condition and it shall not be open to Contractor to protest, dispute or deny any matter relatable to such fresh terms & conditions.
- 1.6 The Purchaser reserves right to cancel this work order, before conclusion of the work order without assigning any reasons. In case of any default by the contractor, the Purchaser shall be entitled to cancel this Work order.

- 1.7 Purchaser reserves right to amend /change the work order but Contractor not make any alteration and/or modification of the work unless and until the purchaser instructed or approves a amend /change order in writing.
- 1.8 If Contractor fails to complete the work within the stipulated completion date or if completed the work within stipulated completion period but not found as per desired specification & quality, Purchaser reserves the right to assign the work from any other contractor / alternative sources at the contractor's risk, responsibility and cost. Any extra cost incurred in the completion of work from alternative source will be recovered from Contractor.
- 1.9 This work order does not entitle the contractor to any of rights against the purchaser what so ever. Further, the Purchaser shall not be liable for any damages, claim etc. of any nature in respect of this work order, raised by contractor or any third party or anybody claiming under contractor.

2.0 TAXES, DUTIES & LEVIES:

- 2.1 The negotiated price and taxes shall remain fixed and firm till conclusion and settlement of this work order and shall not be subject to any variation of whatsoever nature except statutory variation in duties / taxes during the work order period.
- 2.2 Contractor GST Registration Number as applicable must be mentioned in all the invoices and delivery challans.
- 2.3 The contractor shall submit the self –certified copy of Form 26 AS / GST REG-06 Certificate, GSTR 3B return and PAN along with complete address before commencing the supply.
- 2.4 In case the Contractor is not registered with GST authorities, a Declaration in prescribed format shall be given on the face of Invoice by the contractor that the gross turnover during the previous and current financial year is below the threshold limit as prescribed under GST provisions.
- 2.5 As required under the GST provisions, the contractor/supplier of goods and or services as the case may be is obliged to comply and discharge all the liabilities of taxes and duties including but not limited to GST which are charged on the Invoices/ claimed from us and payable to the Government on their respective due dates.
- 2.6 Contractor's Code, GST Registration Number, PAN No, HSN/SAC Number, PO Number and respective Item Codes must be mentioned in each of the Challans /Invoices. In case the material is non-Taxable, a declaration must be made to that effect.

- 2.7 In addition contractor shall ensure the compliance of all relevant GST provisions like correctly & instantly uploading of outward supply details on GSTN portal, timely deposit of due tax and filing of GST Returns etc. In case of non-compliance of any of the provision by the contractor and any default noticed by the Purchaser in adhering to the aforementioned obligations, either from the Purchaser's own enquiry or upon enquiry by any statutory authority due to which any liability arises, including reversal of input tax credit, on the recipient of goods / services, any liability falling on the Purchaser along with interest and penalty thereon payable/ chargeable as per the applicable laws,, without prejudice to any other remedies available to the Purchaser, shall be recovered or deducted by the Purchaser from the contractor.

3.0 SCOPE OF WORK:

- 3.1 The Contractor shall submit a detailed program for the entire scope of work under this work order within a week from the effective date of work order.
- 3.2 The program submitted by the contractor as per clause 3.1 shall contain a detail break-up of the dates on which the works thereof under the work order / contract would be completed, provided that all work shall be completed within the schedule completion period, which break-up shall be consistent with the mile stone, without prejudice to the contractor obligations under the work order/contract. Contractor should make such changes to the work execution schedule after acceptance of purchaser/engineer, and such schedule shall be the reference for completion of work by the contractor.
- 3.3 The contractor agreed to co-operate with the other contractors /sub-contractors and exchange with them such technical information pertaining to the contractor scope of work, as is necessary, for optimal interfacing to enable the most efficient and economical design. However all such exchange shall be under intimation to the purchaser
- 3.4 Supply of goods / tools / equipment /manpower and documents (if any) thereof including but not limited to Tax Invoices, Transport Documents, E-way bill should be strictly as per compliance of GST provisions.

4.0 INSPECTION AND TESTING

- 4.1 The Purchaser reserves the right to inspect and/or to test the works done by contractor or supply of goods / equipment, to confirm that the works being completed by contractor are in conformity to the work order specifications.
- 4.2 The Contractor shall notify the Purchaser giving the date for inspection of the work of workmanship, quality, and other aspects after its readiness so that purchaser may depute its representative. The Purchaser shall communicate to the contractor the detail of representative being deputed. In case of third-party inspection, the Contractor shall notify the third-party inspection agency as provided in the work order/contract and shall also simultaneously inform the Purchaser and co-ordinate the inspection/testing of work through the designated third-party inspection agency. In all such cases, the contractor shall give sufficient notice period.

- 4.3 All expenses incurred in connection with test, preparation of report and analysis made by qualified laboratories, necessary technical documents, inspection certificate, testing documents and drawings shall be at contractor's expense.

5.0 TRANSPORTATION, STORAGE & TRANSIT INSURANCE:

- 5.1 Contractor is required to undertake delivery of tools/ equipment's/ manpower / machinery etc. use to execute/complete work, the cost of handling, loading, unloading & transportation of all the items upto the destination site or carrier of purchaser's nominated transporter/rail shall be arranged and paid by the contractor. The total work order value includes all such associated costs.
- 5.2 Prescribed E way bill as per GST provisions must be generated by the contractor with the correct and prescribed information / inputs and be sent along with the consignment to avoid any difficulties during the transit of tools/ equipment's/ manpower / machinery etc. and contractor shall be responsible for any consequence whether financial or otherwise, if proper and valid E way bill is not generated and sent along with the consignment for transportation / transit purpose. The contractor shall be liable to indemnify the Purchaser for any liability falling on the Purchaser due to the contractor not following up any provisions.
- 5.3 In case of any transit delay due to the reason beyond control of contractor, during transportation, the Contractor shall timely revalidate the concerned E way bill to avoid any hold up of material in transit. The contractor shall be fully responsible for all consequence of failure to revalidate the E way bill in time.
- 5.4 All tools/ equipment's/ manpower / machinery etc. supplied under the work order shall be fully insured in the freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 5.5 All the equipment furnished under the contract and arriving at "Site" shall be promptly received, unloaded and stored in the storage space by the contractor scope. Contractor shall maintained an accurate and exhaustive record detailing out the list of all Equipments received by him for purpose of particular work mentioned in work order

6.0 WARRANTY / GUARANTEE / DEFECTS LIABILITY :

- 6.1 The Contractor hereby represent and warrants that the work executed by it is fit for purpose and in accordance with the work order and would be free from the defect in material and workmanship and shall be fit for commercial use. A period of 24 months commencing from the date of completion. In case any defect for the work due to bad material and / or bad workmanship. The contractor on notification by the purchaser shall rectify or remedy the defect at his own cost and he shall make his own arrangement to provide materials / services / labour / equipment's and any other appliance required in this regards.
- 6.2 Repair, adjustment as may be required shall be commence by the contractor within 72 Hours from the time of reporting the defect, in case of contractor unable to attend the defect, the contractor shall advice to the Purchaser through E-mail / Fax within the same period. In case defect are not attendant by contractor within

72 Hrs. as indicated above the Purchaser may proceed to do the work from other agency at the contractor's risk and cost. Such repair /adjustment cost shall be in contractor account.

- 6.3 The contractor shall conduct such test as may be required by the purchaser to demonstrate that any part of the work which has been repaired or replaced. If it became necessary for contractor the replace or renew any defective work. The portion of the work so replaced or renewed until the expiration of 24 months from the date of such replacement or renewal.

7.0 FORCE MAJEURE:

- 7.1 "Force Majeure" means an event beyond the control of the Purchaser and the Contractor, which makes it impossible or illegal for either party to perform whole or in part its obligations, including but not limited to:
- a. Act of God;
 - b. Act of any Govt. including but not limited to an an act of war, whether declared of undeclared), invasion, armed conflict or an act of foreign enemies, blockage, embargo, revolution, terrorist or military action, civil commotion.
 - c. Contamination by radio-activity from any nuclear fuel, or form any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties.

8.0 SETTLEMENT OF DISPUTES

- 8.1 All disputes arising out of and including claims under this Work Order shall, unless these are settled mutually within a period of 30 days from the date these arose, be referred to sole Arbitrator to be appointed by the Purchaser and shall be settled at Noida in accordance with the provisions of Arbitration and Conciliation Act, 1996. The law applicable shall be Indian Laws and the language of Arbitration shall be English. Movement of goods and/or its use by the purchaser shall not be stopped during the process of Settlement. Contractor specifically waives its right of lien on the work completion.
- 8.2 All disputes shall be subjected to jurisdiction of courts at Noida (Dist.Gautam Budh Nagar), in the State of Uttar Pradesh. All disputes shall be subject to Indian Laws.

9.0 TERMS OF PAYMENT

- 9.1 Payment will normally be made against completed RA Bill / Final Bill or as per terms defined on Work Order / Contract
- 9.2 All liabilities of payment of Security/ Bank Guarantee etc. against detention/ Seizure, whether in the shape of providing bank guarantees or in money terms or otherwise, on account of the reasons specified above will be to the account of the contractor on whom the work order has been placed by the Purchaser. It may also be noted that, in case legal proceedings are also taken by tax authorities against the Purchaser then all legal expenses to this account shall also be borne by the Contractor/ Contractor third party.

9.3 If required any Types of Bank Guarantee (i.e. ABG, PBG, CPBG etc.) as per work order terms, the Contractor shall furnish within 10 days as per Purchaser 's prescribe format

10.0 NON-COMPLIANCE:

10.1 In case of any lapse in compliance of the instructions in any manner e.g. absence of UTN, non-furnishing of UTN, furnishing the wrong UTN, incomplete documents etc., leading to detention /seizer of goods/services by the U.P. commercial tax authorities and thus resulting in providing security equal to at least 40% invoice value of goods/service will have to be deposited by the Contractor who shall be liable to get the consignment released solely by putting its efforts.

11.0 ENFORCEMENT OF TERMS:

11.1 Non-enforcement of any terms of the Work Order by either the Purchaser or Contractor shall not be taken to be waiver of the same by the non-enforcing party.

12.0 CONFIDENTIALITY:

12.1 The Contractor shall treat the details/specification/drawing etc. mentioned in work order are private and confidential. The Contractor shall not publish, permit to publish or disclose any particulars of the work order in any trade or technical paper or elsewhere without the previous consent in writing of the Purchaser

12.2 If the confidential details relating to this order or its contents are received from other party/ third party and make use of these details to cause harm or monetary loss to the Purchaser or use these documents to personal gain/monetary gain the contractor shall compensate to the purchaser for the loss suffered as well as for the value of gain derived by the third party. The contractor shall not use the confidential details of the purchase order for any other purpose.

13.0 ENVIRONMENT & SAFETY RELATED GUIDELINES

13.1 In pursuance to ISO 14001 and 45001 (if applicable), Contractor agree to:

- a. Ensure a safe and clean environment.
- b. Use environment friendly packaging materials.
- c. Produce MSDS (Material Safety Data Sheet) and Test Certificate.(where ever applicable)
- d. Apply NEPA (National Environmental Policy Act) signage panel painted properly on the body of vehicle for chemicals and petroleum products.
- e. Ensure that Vehicle/packaging is leak proof to avoid any damage to Environment and ensure safety.
- f. Ensure that Vehicle is fitted with spark arrester for LDO/HSD to facilitate safe unloading.

Failing to meet the above compliance may lead to rejection of goods supplied and may result in poor rating and disqualification of contractor/vendor.

14.0 CYBER SECURITY:

It is further stated that in case the contractor is supplying or intending to supply the goods and services covered by ISO 27001:2013:

- a. It shall comply all regulations as per ISO 27001: 2013.
- b. It will in addition, enter into an agreement for complying with ISO-27001:2013, ISMS policy.
- c. Vendor hereby unconditionally accepts the conditions of service level agreement (SLA) and shall submit a signed copy of the attached SLA (Annexure-1), if applicable.