

“GENERAL TERMS AND CONDITIONS FOR SUPPLY”

DEFINITIONS & INTERPRETATIONS:

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

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

“Seller” shall mean successful party/vendor whose order price and terms have been accepted by us/purchaser and purchase order placed to him for supply of goods.

1.0 SCOPE OF PURCHASE ORDER:

- 1.1 The scope of purchase order/contract shall be as defined in the purchase order / contract specifications, drawings, standards referred to and/or annexed herewith.
- 1.2 The completeness of the equipment will be the responsibility of the Seller. Any item, fittings and accessories which may not be mentioned specifically in the specification or drawing but are necessary for the satisfactory functioning of the equipment, the Seller shall supply the same without any extra cost to the Purchaser.
- 1.3 The Seller shall follow the best industrial practice for manufacturing of equipment or material, notwithstanding any omission in the specification. The intention of this document is that the Seller shall in all respect design, engineer, and manufacture and finish the materials / equipment with good workmanship and supply the same with full satisfaction of the purchaser.
- 1.4 The goods/equipment supplied under the purchase order/contract shall conform to the standard(s) mentioned in the technical specification or such other standard, which ensure quality. When no standard is mentioned, goods shall be manufactured in accordance with appropriate standard issued by the concerned institution, as may be applicable.
- 1.5 Unless otherwise specified, validity of this purchase order shall expire on the close of 30th day from the specified delivery 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 Supplier to protest, dispute or deny any matter relating to such fresh terms & conditions of supplying.
- 1.6 The Purchaser reserves right to cancel this purchase order, before conclusion of the purchase order without assigning any reasons. In case of any default by the supplier, the Purchaser shall be entitled to cancel this Purchase order even after dispatch.

- 1.7 Purchaser reserves right to change the purchase order but Seller not make any alteration and/or modification of the manufacturing / supply of goods unless and until the purchaser instructed or approves a change order in writing.
- 1.8 If Seller fails to supply material within the stipulated delivery date or if delivered the material within stipulated delivery period but not found as per desired specification & quality, Purchaser reserves the right to procure the same or equivalent material from alternative sources at the seller's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from Seller.
- 1.9 This purchase order does not entitle the Supplier 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 purchase order, raised by you or any third party or anybody claiming under you.

2.0 TAXES, DUTIES & LEVIES:

- 2.1 The negotiated price and taxes shall remain fixed and firm till conclusion and settlement of this purchase order and shall not be subject to any variation of whatsoever nature except statutory variation in duties / taxes during the purchase order period.
- 2.2 Supplier's GST Registration Number as applicable must be mentioned in all the invoices and delivery challans.
- 2.3 The supplier shall submit the self –certified copy of GST REG-06 Certificate, GSTR 3B return and PAN along with complete address before commencing the supply.
- 2.4 In case the Supplier is not registered with GST authorities, a Declaration in prescribed format shall be given on the face of Invoice by the supplier 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 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 Supplier'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 supplier 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 supplier 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 supplier.

3.0 SCOPE OF SUPPLY:

- 3.1 The supplier shall prepare the invoices separately for each individual order/ consignment and send the same in duplicate (Original copy + Duplicate copy, Guarantee/Warranty certificate, Fitment Guarantee, interchangeability certificate, L/R copy), along with the goods.
- 3.2 The supplier must intimate the dispatch particulars immediately upon dispatch of material to the Purchaser by email / courier.
- 3.3 Any type of supply to the receipts mismatch attributable to the supplier should be rectified within 48 hours clearly indicating the reference number of respective invoice for which mismatch was intimated, after such intimation to the Purchaser.
- 3.4 Supply of goods and documents 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 goods / equipment, to confirm that goods being supplied are in conformity to the order specifications.
- 4.2 The Seller shall notify the Purchaser giving the date for inspection of the materials after its readiness so that purchaser may depute its representative. The Purchaser shall communicate to the Seller the detail of representative being deputed. In case of third-party inspection, the Seller shall notify the third-party inspection agency as provided in the purchase order/contract and shall also simultaneously inform the Purchaser and co-ordinate the inspection/testing of materials through the designated third-party inspection agency. In all such cases, the Seller 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 seller's expense.

5.0 TRANSPORTATION & TRANSIT INSURANCE:

- 5.1 Seller is required to undertake delivery of goods, the cost of handling, loading & transportation of goods upto the destination site or carrier of Purchaser's nominated transporter/rail shall be arranged and paid by the Seller. The total order value includes all such associated costs.
- 5.2 Prescribed E way bill as per GST provisions must be generated by the supplier with the correct and prescribed information / inputs and be sent along with the supply / consignment to avoid any difficulties during the transit of materials and Supplier 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 supplier shall be liable to indemnify the Purchaser for any liability falling on the Purchaser due to the supplier not following up any provisions.
- 5.3 In case of any transit delay due to the reason beyond control of supplier, during transportation, the Supplier shall timely revalidate the concerned E way bill to avoid any hold up of goods in transit. The supplier shall be fully responsible for all consequence of failure to revalidate the E way bill in time.
- 5.4 All goods supplied under the purchase 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 The Seller shall ensure that in effecting dispatch of materials, the primary responsibility of the shipper/carriers/transporter for safe movement is always retained so that the Purchaser's interests are fully safeguarded and are in no way jeopardized. The Seller shall furnish the cost of materials against each shipment/consignment.

6.0 WARRANTY / GUARANTEE:

- 6.1 Goods, materials to be supplied shall be new & best quality & workmanship and shall be guaranteed by the seller for a period of 12 months from the date of installation or 18 months from the date of supply, whichever is later.
- 6.2 If found any defects or faulty materials, workmanship of design. Defective goods / materials or parts notified (if any), on receipt by the purchaser shall be replace immediately by the seller through Free of Cost on FOR-Destination basis including payment of all applied taxes at Seller's expense.

7.0 FORCE MAJEURE:

- 7.1 "Force Majeure" means an event beyond the control of the Purchaser and the Supplier, 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 act of war, whether declared or 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 from 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 Purchase 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. Seller/ Supplier specifically waives its right of lien on the goods supplied.
- 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 supply bill or as per terms defined on Purchase 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 seller/supplier on whom the 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 Supplier/ Supplier contractor.
- 9.3 If required any Types of Bank Guarantee (i.e. ABG, PBG, CPBG etc.) as per purchase order terms, the Supplier 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/services will have to be deposited by the Supplier 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 Purchase Order by either the Purchaser or Supplier shall not be taken to be waiver of the same by the non-enforcing party.

12.0 CONFIDENTIALITY:

12.1 The Seller shall treat the details/specification/drawing etc. mentioned in order are private and confidential. The Seller shall not publish, permit to publish or disclose any particulars of the 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 supplier shall compensate to the purchaser for the loss suffered as well as for the value of gain derived by the third party. The supplier 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), Supplier 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 supplier/vendor.

14.0 CYBER SECURITY:

It is further stated that in case the Vendor 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.