

Annexure "A"

Standard Terms & Conditions for Purchase Order / Contract / Scheduling Agreement/ Work Order

(Rev.2 Dtd.27.02.2023)

<u>Sr. No.</u>	<u>Description</u>
1	Under sustainability drive all Purchase Order / Contract / Scheduling Agreement/ Work Order copies will be communicated to you through email (scan documents only). Separate hard copies will not be provided.
2	Non-acceptance of this Purchase Order / Contract / Scheduling Agreement/ Work Order shall be conveyed to us within Ten (10) working days of its receipt by you, failing which your unconditional acceptance thereof which has been agreed by you to be conclusive.
3	<p>You must ensure and guarantee that all the items supplied by you against this Purchase Order / Contract / Scheduling Agreement/ Work Order are strictly according to our drawings specifications and samples approved by us.</p> <ul style="list-style-type: none">• We reserve the right at any time to make changes in drawings and specifications as to material and /or work covered by this order with mutual agreement with supplier.• Any change in process/ material/sub vendor/ design / indigenization shall be informed to us and implemented only after our approval. We have the discretion to evaluate these parts as a sample.• Pre-Delivery inspection Report must accompany every consignment.
4	All items manufactured by you according to our blue-prints/drawings/designs manufacturing data / specifications or information pertaining there, to be received by you from us or from any other sources shall not be utilized by you or anyone on your behalf for the purpose of sale, manufacture or any other purpose & should be treated with utmost confidential and returned to us on demand.
5	For any deviation in agreed scope/ drawings/ layout/ agreed bill of material/ specifications due to any technical issues/ corrections in inspection; you have to take written confirmation from concern end user as well as buyer.
6	Goods supplied must be according to the sample (wherever applicable) previously approved by us. We shall be entitled to reject the goods which in its opinion are not according to the samples. If the goods are not approved by us for any reason whatsoever we shall not be liable to pay any sum of account of such rejected goods.(Only for Local PO)
7	Payment for supply of material in this Purchase Order / Contract / Scheduling Agreement/ Work Order prior to inspection shall not constitute acceptance thereof.
8	All materials rejected by us on preliminary inspection or subsequently found to have manufacturing defects will be stored by us at your risk for a period of Seven (7) days from the date of intimation. If the rejected materials are not collected by you within the aforesaid time we shall be entitled to dispose it off without any further intimation.
9	The basic prices are firm till the completion of installation and commissioning and are subject to no variation whatsoever may be the concern for the mutually agreed scope of supply and acceptance criteria. Except as otherwise agreed in writing, your price is a fixed price inclusive of price for all raw materials, manufacturing costs, Labour costs and freight etc. and is not variable for this Purchase Order / Contract / Scheduling Agreement/ Work Order till end of tenure.
10	Time of delivery is the essence of this Purchase Order / Contract / Scheduling Agreement/ Work Order and we reserve the right to cancel this order without liability or wavier of any other remedies, if deliveries are not effected as specified herein or according to written delivery schedules furnished by us or for unsatisfactory performance of this Purchase Order / Contract / Scheduling Agreement/ Work Order. All such Delivery authorizations shall be deemed to be incorporated herein and made a part thereof.
11	Kindly ensure that any changes/ variation in GST (or any other statutory taxes and duties regulations) is to be intimated. (Only for Local PO)
12	Immediately on dispatch of materials, kindly inform us the dispatch particulars viz. Air/Railway/Lorry receipt number and date of dispatch, name of transporter and total value of the consignment. For the delay of submission of any dispatch documents, demurrage or penalty etc. shall be borne by you.
13	Wherever applicable, Two (2) copies (one hard and one soft copy) of all technical literature, spare parts catalogues, reproducible drawing data on operation manuals/ maintenance manuals/ drawings/ layouts/ spare parts list / test certificates of equipment must be made available along with delivery.
14	Goods must be delivered to us duly packed and protected against damage and corrosion with pre-dispatch inspection report. All packing material should comply with Government Safety and Regulations issued from time to time. In case of Import, material consignment should be packed as per export standards.

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15	Plastic material/ thermocol including bubble plastic material used for wrapping the material at the manufacturing stage or is an integral part of the manufacturing shall comply the following conditions: a. The packaging material shall be more than 50 micron thickness. b. The packaging material shall be made up of minimum 20% recyclable plastic material. c. The packaging material shall be printed with manufacturer's details, type of plastic with code number and buy-back price. d. Obtain the registration under plastic waste management rules amended time to time.
16	All electrical equipment must have tropical insulation and must be suitable for operation on 400/440 volts, 3 phase, 50 Hz cycles A.C. supply system unless otherwise specified.
17	You shall strictly adhere to all safety rules and regulations laid down by us. Necessary permissions from P&IR dept., Safety dept. should be obtained prior to start of onsite activities. Also ESIC and PF rules to be adhered.
18	You shall ensure efficient utilization of natural resources in all our areas of operations, products and services, minimize waste, practice effective pollution prevention by executing the philosophy of reduce, reuse and recycle.
19	You shall comply with all applicable legal requirements and other requirements related to environmental aspects, hazards, OH&S risks and the SOH&E management system.
20	We shall not be responsible for any kind of compensation due to accidents/ death of yours/ or your sub-contractor's persons at site.
21	Any liability on account of non-observance of the procedures, rules etc. relating GST related provisions as contained in respective Finance Act and local levies shall be the responsibility of the Seller / Contractor and shall not be borne by us. (Only for Local PO)
22	We decline all responsibility of payment where proof of delivery effected cannot be given satisfactorily.
23	Your invoice must have Purchase Order / Contract / Scheduling Agreement/ Work Order No., Date, Item Sr. No., Vendor Code, Item descriptions, Rates, Consignee Address, Accounts Address, GST Number as exactly mentioned above. Please note absence of any of these details may result in delays in receiving of material &/or payments.
24	At the time of delivery of material original and extra copy of the invoice must be submitted at our stores. No material/ equipment will be received without original as well as extra copy of invoice. (Only for Local PO)
25	If for any reason of improper documents, we are unable to claim GST set off as per the prevailing GST rules then the GST amount shall be borne by you. (Only for Local PO)
26	We assume no obligation to goods delivered in excess of those specifically ordered.
27	In case E-way bill is required, no material will be received without E-way bill. If material is dispatched without E-way bill and is held at any point, buyer will not be responsible for the same. (Only for Local Order)
28	If any Intellectual Property Right or invention, device or design under application for an Intellectual Property Right is embodied in the Goods which will be manufactured by supplier/contractor and delivered to us, you will be notify us thereof in advance.
29	All notices, reports requests, demands and other communications under this Purchase Order / Contract / Scheduling Agreement/ Work Order or in connection herewith shall be written in English language and shall be sent personally/or by registered mail to the respective parties
30	You will not be permitted to take any photographs of work under progress or completion, and you shall not publish any photos on your manual/website etc. Unless written permission is obtained from us. In case of violation of these conditions, you will be liable to legal action.
31	Unless otherwise specifically stated in this Purchase Order / Contract / Scheduling Agreement/ Work Order, neither you nor we shall be responsible for any delay or default in the performance of its obligations under this Purchase Order / Contract / Scheduling Agreement/ Work Order due to contingencies beyond its control such as natural disaster, war insurrection epidemic riot revolution, commotion, or governmental restriction. If either you / we are prevented by such cause or causes from performing its obligations under this Purchase Order / Contract / Scheduling Agreement/ Work Order you / we shall promptly notify each other of that effect.
32	All questions relating to the validity, construction & performance of the above-agreed clauses shall be governed by and construed in accordance with the laws in India and subject to Mumbai jurisdiction only. Arbitration, if any, shall be conducted in accordance with the arbitration and conciliation act #1996. Arbitration proceedings shall take place in Mumbai, India only.