



INDIRA GANDHI SUPER THERMAL POWER PROJECT

P.O.: JHARLI – 124 141, DIST.: JHAJJAR, (HARYANA)

Phone no.: 01251-266211/212/255/256 Fax no.: 01251-266211/266266

DESPATCH, INVOICING AND INSURANCE INSTRUCTIONS

PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY, IN CASE OF FAILURE TO COMPLY WITH THESE, VENDOR SHALL BE RESPONSIBLE FOR ALL CONSEQUENCES INCLUDING BUT NOT LIMITED TO PAYMENT OF EXTRA FREIGHT, DEMURRAGE/WAHARFAGE, DELAY IN PAYMENT ETC.

1. DESPATCH INSTRUCTION

A. Mode of Despatch:-

Mode of despatch will be as specified in the Purchase Order. In case due to unavoidable circumstances any other mode of transport is to be followed that shall be done only after taking prior approval in writing from the Purchaser.

B. Consignee:-

Material shall be consigned to:-

Manager (Stores),
APCPL/IGSTPP,
P.O.: Jharli – 124 141,
Dist.: Jhajjar (Haryana)

All consignments in general will be despatched by Road unless otherwise stated specifically.

C. Destination:-

BY ROAD:

Full Truck Loads : Full truck loads should be booked on DOOR DELIVERY BASIS TO APCPL/IGSTPP, P.O.: Jharli – 124 141, Dist.: Jhajjar (Haryana).

Part Truck Loads : Part truck loads should be consigned to APCPL/IGSTPP, Sasrauli, Dist.: Jhajjar or Kosli, Dist.: Rewari

BY RAIL:

For Smalls : _____

For Wagon / Rake Loads : _____

In case no particular transporter is mentioned in the Purchase Order, the material should be despatched through any Nationalised Bank approved transporter who is having own delivery Office/Godown at SASRAULI/KOSLI and not delivery through

associate carrier, ensuring that the chosen transporter should not charge demurrage/wharfage.

2. INVOICING INSTRUCTIONS AND NEGOTIATIONS OF DOCUMENTS

Please ensure the following:-

- (1) Invoice should be drawn in the name of Sr. Manager (F&A/SB).
- (2) Invoice should be raised strictly as per terms and conditions of P.O. clearly indicating P.O. No. and Date, Description of Materials, Duties & Taxes, Mode of despatch (indicating name of transporter, GR/RR No., Freight paid/to pay at Destination etc.
- (3) One Invoice should cover one Purchase Order only.
- (4) One GR/RR should cover one Purchase Order only.

A. DOCUMENTS THROUGH BANK:-

If Purchase Order calls for negotiation of documents through bank please negotiate following in Two sets, one original and photocopy of the same through our banker i.e.,

The Branch Manager,
Punjab National Bank,
NTPC-Jharli Branch,
P.O. : Jharli-124141,
Dist. : Jhajjar (Haryana)
Branch Code no. : 651600
Phone no. 01251-288028/266209

- (A.i) (a) Invoice.
(b) Challan / Packing List.

- (c) Documentary evidence towards payment of Excise Duty as called for in the P.O.
- (d) PDI report/MDCC issued by APCPL inspector in case PDI is called for in the P.O.
- (e) Test Certificate if called for in the P.O.
- (f) Guarantee Certificate on letter head if called for in the P.O.
- (g) Any other documents/Any certification on the invoice, like Shelf life etc. as per P.O.
- (h) Consignee copy of GR/RR.

Please note that photocopy sent to Bank may be utilized by them for sending the same to APCPL along with LSC intimation for verification of documents.

(A.ii) To facilitate prompt retirement, 03 (Three) sets of documents as above should be sent as immediately after despatch of materials as under:-

- | | |
|----------------------------|-----------|
| (a) Sr. Manager (F&A/SB) | - 01 set. |
| (b) Sr. Manager (Purchase) | - 01 set |
| (c) Manager (Stores) | - 01 set |

(In case of full truck load on door delivery basis one set meant for Sr. Manager (Stores) should be sent along with truck, specially Challan / Packing list

clearly indicating the details of each item despatched, P.O. reference, MDCC and any other documents called for in P.O.)

A. **DIRECT PAYMENT:-**

If Purchase order calls for 100% payment after receipt and acceptance of material, please send the above documents, one original and 2nd photocopy, immediately after despatch of materials directly to Sr. Manager (Stores) and in addition one set to each to Sr. Manager (Purchase) and Sr. Manager (F&A/SB).

3. Wherever as per Purchase order terms, Insurance for transit risk is to be covered by APCPL, soon after the materials is despatched, please furnish Purchase order number and date, Brief description of item, Invoice no. & date, Value, Name of transporter, GR/RR No., Freight and Station of despatch to our under writers by FAX and confirmation copy of FAX to be sent under Registered cover at the following address:-

A. **Postal Address:-** M/s THE NEW INDIA ASSURANCE CO. LTD.,
Above Eicher Tractor Agency,
Near Bus Stand Bahadurgarh (HARYANA)-124507
TEL. : 01276216175 / 9812033322 / 01276-230609/603

Ref.: Our present Open Marine Policy No. 35380221160200000014
valid upto 10/07/2017

- B. One copy of above FAX is to be posted to:-
Sr. Manager (Stores),
APCPL/IGSTPP,
P.O.: Jharli – 124 141,
Dist.: Jhajjar (Haryana)

Please ensure that these instructions are followed strictly. Any loss/damage etc. or delay in getting documents retired and demurrage/wharfage etc. which APCPL might have to pay due to non receipt of necessary documents in time and for not adhering to instruction will be to supplier's account.

For & on behalf of APCPL

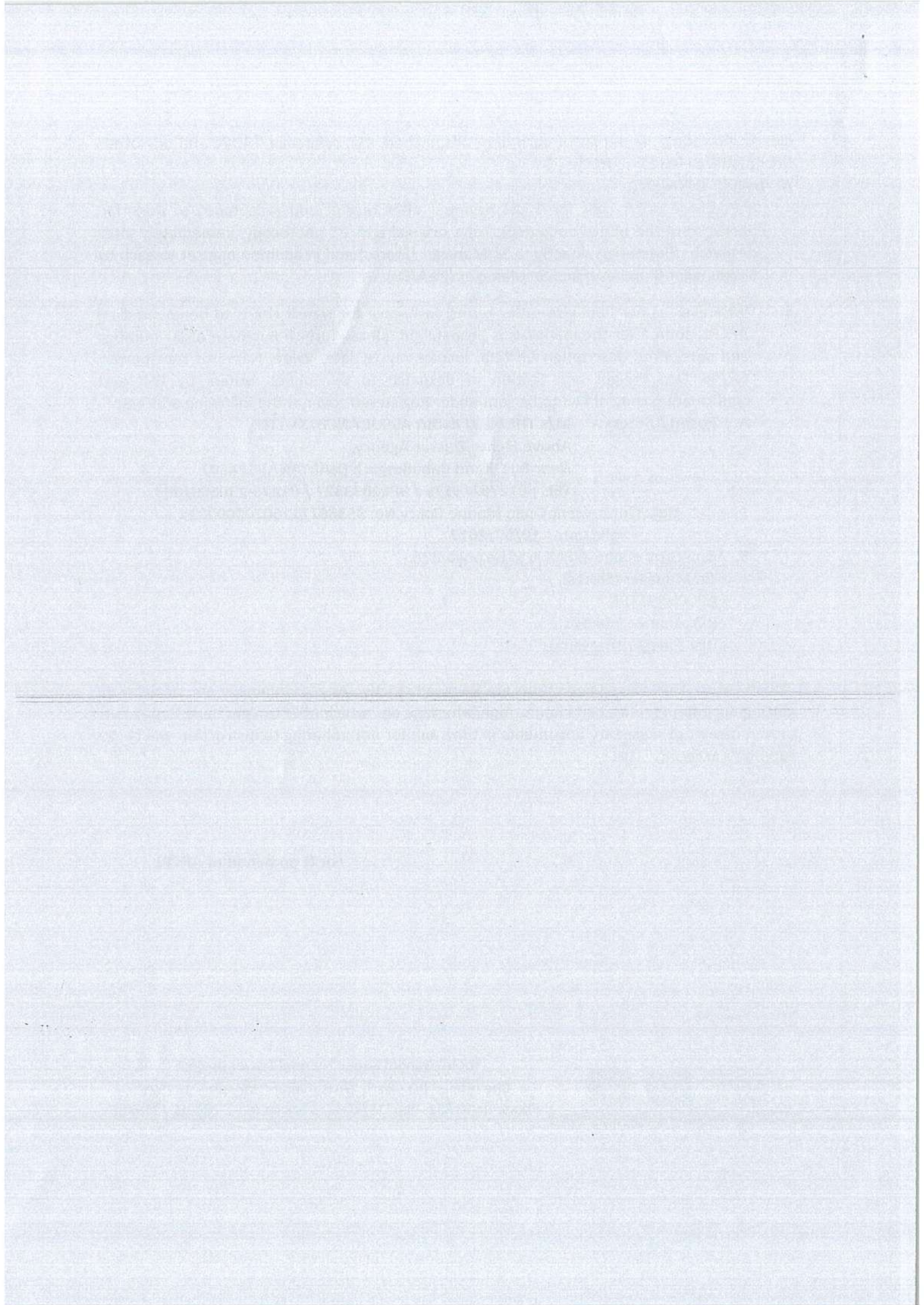


राष्ट्रीय प्रोजेक्ट : साईट ऑफिस : 1010 अरव नगर, तहसील रो
National Power Project : Site Office : 1010 Arva Nagar, Tehsil Ro

Indira Gandhi Super Thermal Power project.

Site office: PO. Jharli, Distt Jhajjar (Haryana) 124125

Phone no 01251 -266212/266211 Fax no 1251-290900/266266





अरावली पावर कम्पनी प्राइवेट लिमिटेड
(एनटीपीसी, एचपीजीसीएल एवं आइपीजीसीएल का संयुक्त उद्यम)

Aravali Power Company Private Limited
(A JOINT VENTURE OF NTPC, HPGCL AND IPGCL)

Annexure-IV

INDIRA GANDHI SUPER THERMAL POWER PROJECT, JHAJJAR
Post: Jharli, District: Jhajjar (Haryana)

GENERAL PURCHASE CONDITIONS

1. Definition:

The following terms and expressions used herein shall have the meaning as indicated therein:-

Supplier / Vendors: Shall mean the individual firm, Company or Corporation whether incorporated or otherwise to whom this Purchase Order is addressed and shall include its permitted assigns and successors.

Purchase / Owner: Shall mean Aravali Power Company Private Limited, a company incorporated in India under the Companies Act, 1956, having its Registered office at NTPC BHAWAN, SCOPE COMPLEX, Core-7, Institutional Area, Lodhi Road, New Delhi – 110 003 and shall include its permitted successors and assigns.

2. Reference:

The number of this Purchase Order must appear on all correspondence, drawings, invoices, packing and shipping documents and on all documents or papers connected with Purchase Order.

3. Specifications and Drawings:

Any information, details etc. called for in the specification and not shown in the drawings and vice-versa shall have the same effect and meaning as if called for and shown both in the specification and drawings. In case of conflict between the specifications and drawings, the decision of the Purchaser or his duly authorised representative shall be final and binding.

4. Price Basis:

Price mentioned in the Purchase Order shall be firm and not subject to escalation till the execution of the complete order and its subsequent amendments accepted by the vendor even though the completion / execution of the order may take longer time than the delivery period specified and accepted in the Purchase Order.

5. Taxes, Levies and Duties:

Sales Tax, Levies and any other duties payable shall be shown separately in the invoice. This shall be to the account of the Purchaser / Owner, unless otherwise mentioned in the Purchase Order.

6. Inspection / Checking Testing:

All materials / equipments manufactured by the vendor himself and / or his sub-vendor against the Purchase Order shall be subject to inspection, check and / or test by the Purchaser or his authorised representative at all stages and places, before, during and after the manufacture. All these tests shall be carried out in the presence of Owner and / or his authorised representative. Vendor shall notify the Purchaser at least 10 days in advance when the material / equipment is ready for inspection. If upon delivery, the material / equipment does not meet the specifications,

the materials / equipment shall be rejected and returned to the vendor for repairs / modification etc. or for replacement. In such cases all expenses including the to-and-fro freight, repacking charges etc. shall be to the account of the vendor.

Inspection by the purchaser and / or his authorised representative or failure by the purchaser and / or his authorised representative to inspect the material / equipment shall not relieve the vendor of any responsibility or liability under this Purchase order in respect of such material / equipment not be interpreted in any way to imply acceptance thereof by the Owner.

Whenever specifically asked for by the Owner and / or his duly authorised representative, the vendor shall arrange for inspection / testing by Institutional Agencies such as Lloyds Register of Industrial Services, Boiler Inspectorate, etc. In such cases vendor shall adhere to the inspection / testing procedure laid down by such agencies. All expenses including inspection fees shall be to the vendor's accounts unless agreed to the contrary and specified in the Purchase Order.

7. Access to Vendors Premises:

The Owner and / or his authorised representative shall be provided access to vendors and / or his sub-vendors premises, at any time during the pendency of the Order, for expediting, inspection, checking, etc. of work.

8. Removal of Rejected Goods and Replacement:

If upon delivery, whether inspected and approved earlier or otherwise, the material / equipment is not in conformity with the specifications, the same shall be rejected by the Purchaser or his duly authorised representative and notification to this effect will be issued to the vendor normally within 30 days from the date of Receipt of the material at the Works / Site / Office.

The vendor shall arrange removal of the rejected items within 15 days from the date of notification. In the event, the vendor fails to lift the materials within the said 15 days, the Owner shall be at liberty to dispose of such rejected items in any manner as he may think fit. All expenses shall be recoverable from the vendor.

9. Terms of Payment:

The payment will be made by the Owner to the vendor in accordance with the terms and conditions specified in the Purchase Order. All payments shall normally be made from the office of the Purchaser.

10. Additions / Alterations / Modifications:

The Owner reserves the right to make additions / alterations / modifications to the quantity of the items in the Purchase Order. The vendor shall supply such quantities also at the same rate as originally agreed to and incorporated in the Purchase Order. If, however, the additional work is at variance in design, size and specifications and not already covered by the Purchaser Order or the amendments therein, the rates for such additional work shall be negotiated and mutually agreed.

11. Delivery Schedule:

Time is the essence of this Order and no variation shall be permitted in the delivery time / delivery schedule mentioned in the Order. Delivery of the equipment / materials described shall be deemed to constitute acceptance of this Order and Terms and Conditions by the vendor at the price specified.

12. Liquidated Damages for Delay in Delivery:

- 12.1. In case of any delay in the execution of the Order beyond the stipulated date of delivery / delivery schedule including any extension permitted in writing, the Owner reserves right to recover from the vendor a sum equivalent to 0.5% of the value of the delayed materials / equipment for each week of delay and part thereof subject to a maximum of 5% of the total value of the Order.
- 12.2. Alternatively, the Purchaser reserves the right to purchase the material / equipment from elsewhere at the sole risk and cost of the vendor and recover all such extra cost incurred by the purchaser in procuring the material by the above procedure.
- 12.3. Alternatively the purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above.
- 12.4. In event of recourse to alternative 12.2 and 12.3 above, the Owner will have the right to repurchase the stores, which are readily available to meet the urgency in requirement caused by vendors failure to comply with the schedule delivery irrespective of the fact whether the materials / equipments are similar or not.

13. Source of Supply:

The vendor shall ensure that the indigenous capacity is utilised to the fullest extent possible in execution of this Order. Where the imports are unavoidable, all such items shall be imported by the vendor in good time against his own import license without affecting the contractual delivery schedule.

14. Patent Rights:

Royalties and fees for patents covering material / equipment or processes used in executing the work shall be to the account of the vendor. The vendor shall satisfy all demands that may be made at any time for such royalties and fees and he alone shall be liable for damages, infringement and shall keep the Purchaser indemnified in that regard in the event of any equipment / material or part thereof supplied by the vendor is involved in any suit or other proceedings held to constitute infringement and its use is enjoyed, the vendor shall, at his own expenses, either procure for the Purchaser the right to continue the use of such equipment / material replace it with a non-infringing material / equipment or modify it so it becomes non infringing.

15. Force Majeure:

Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, strikes, fire, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than 7 days shall be considered cause of force / calender majeure. A notification to this effect duly certified by local chamber of commerce / statutory authorities shall be given by the vendor to the Owner by registered letter. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of force majeure or at the option of the Owner, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the Owner. In the event of such cancellation, the vendor shall refund any amount advanced or paid to the vendor by the Purchaser and deliver back any materials issued to him by the Purchaser and release facilities, if any provided by the Purchaser.

16. Cancellation:

The Owner reserves the right to cancel the Order in the part or in full by giving one weeks advance notice thereby if-

- (a) The vendor fails to comply with any of the terms of the Order.
- (b) The vendor becomes bankrupt or goes into liquidation.
- (c) The vendor makes general assignment for the benefit of the creditors, and
- (d) Any Receiver is appointed for the property owned by the vendor.

17. Waiver:

Any waiver by the owner of any breach of the terms and conditions of the Order shall not constitute any subsequent breach of the waiver of any other right or conditions.

18. Compliance of Regulations:

The vendor shall warrant that all Goods and / or services covered by this Purchase Order shall have been produced, sold, dispatched, delivered, tested and commissioned in strict compliance with all applicable laws, regulations including industries (Development & Regulations) Act 1951 and any amendments thereunder, labour agreements, working conditions and technical codes and requirement as applicable from time to time.

The vendor should execute and deliver such documents as may be needed by the Purchaser in evidence of compliance. All laws, rules and regulations required to be reference. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the vendor and the owner shall not be responsible in any manner whatsoever.

19. Sub-Letting & Assignment:

The vendor shall not sub-let, transfer or assign any part of this Purchase Order, without the prior written consent of the Purchaser. Such assignments or subletting or transfer shall not relieve the vendor from any obligation, duty and responsibility under this Purchase Order. Any assignment transfer or subletting without the prior written approval of the owner shall be void. The purchaser shall have the right to cancel the order and to purchase the goods from elsewhere and the supplier shall be liable to the purchaser for any loss or damage which the purchaser may sustain in consequence or arising out of such purchase and the vendor shall indemnify such loss or damage to the owner.

20. Vendors Drawing & Date:

All Drawings, data and documentation in respect of the ordered items are an integral part of the Purchase Order. The vendor will furnish all such drawings, data and documentation to the Purchaser. The schedule for submission of these documents by the vendor and the required number of copies shall be specified by Purchaser. The vendor shall ensure strict compliance to this schedule.

21. Information Provided by the Purchaser:

All Drawings, data and documentation that are given to the vendor by the Purchaser for the execution of the Order shall be the property of the Purchaser and shall be returned by the vendor on demand by the Purchaser. The vendor shall not make use of any of the above documents for any purpose at any time except for the purpose of executing the Order to the Purchaser. The vendor shall not disclose any of the information given by the Purchaser to any person, firm, body, corporate and / or authority and shall use all endeavours to ensure that the above information is kept confidential. All such information shall also remain the absolute property of the Purchaser.

22. Spare Parts, Oils & Lubricants:

Wherever applicable, the vendor shall furnish item wise price list of spare parts required for two years operation of the equipment ordered. The vendor shall also provide the necessary instructions and drawings to identify the spare part numbers and their location as well as an interchangeability chart. The vendor shall recommend the quality of oils and lubricants required to be used in the operation of the equipment supplied under this Order for a continuous operation for a period of at least one year.

23. **Vendors Liability:**

Vendor hereby accepts full responsibility and indemnifies the Purchaser and shall hold the Purchaser harmless from all acts of omissions and commissions on the part of the vendor, his agents, his subcontractors and employees in execution of the Order. The vendor also agrees to defend and hereby undertakes to indemnify the Purchaser and also hold him harmless from any and all claims for injury to or death of any and all persons including but not limited to employees and for damage to the property arising out of or in connection with the performance of the work under the Purchase Order.

24. **Purchasers Materials:**

- (a) In case the Purchaser has to supply Free Issue Materials under the Purchase Order, the same shall be issued to the vendor only when the vendor submits a Bank Guarantee indemnity bond for the full value thereof strictly in the manner and as per the proforma of the Bank Guarantee indemnity bond approved by the Purchaser.
- (b) Wherever possible, such Free Issue Materials shall be consigned to the vendor's sidings. In case vendor does not have any siding or for any reasons materials cannot be consigned to his siding, the same shall be consigned to the public siding / Goods Depot, to be the specifically confirmed by the vendor. The loading/unloading and any further handing of such materials for the siding / destination shall be arranged by the vendor at his own cost and responsibility.
- (c) The vendor shall give a Firm List of "Free Issue Materials" and the schedule of their delivery strictly in accordance with the sequence of fabrication vis-à-vis the delivery schedule.
- (d) Unused material or scrap from the "Free issue Materials" supplied by the Purchaser shall be returned to the Purchaser or if the Purchaser so directs, the vendor may dispose off the same by sale or otherwise on such terms and conditions as the Purchaser may stipulate and the vendor shall pay the Purchaser the sale proceeds of such sale of the materials deducting there from expenses incurred by him on such sale, (the quantum of such deduction to be mutually agreed upon in advance between the Purchaser and the vendor) by means of D.D. in favour of APCPL.

25. **Packing and Marking:**

All goods shall be securely packed in cases, bundles, crates etc. suitable for Rail / Road / Sea transport. All exposed services / connections, protrusions shall be properly protected. All unexposed parts shall be packed with due care and the packages should bear the words "Handle With Care". The packing of the goods to be transported by Rail-Road shall be as per the conditions laid down by the appropriate authorities and the vendor shall obtain clean railway / goods receipts without any qualifying remarks.

All packages and unpacked materials shall be marked on at least two places indicating the name of the Purchaser / Consignee, Purchase Order No., gross and net weights, and dimensions with indelible paint in English. In case of bundles, metallic plates marked with the above details shall be tagged with such bundles.

All goods should be despatched as per the relevant terms of the Purchase Order. In case any mode of transports has to be resorted to other than that mentioned in the Purchase Order, the same shall be done only after obtaining prior approval in writing from the Purchaser. All movement sections, loading permissions etc. from the railway authorities shall be obtained by the vendor. The vendor shall communicate the relevant despatch particulars immediately on despatch by telex / telegram to the consignee as specified in the Purchase Order.

The vendor shall also forward original and copies of despatch documents to the concerned authorities as required in the Purchase Order within two days from the date of despatch, failing which the vendor shall be responsible for any delay in payments of consignment for want of documents and consequent demurrage, detention charges, etc.

26. **Sale Conditions:**

With the vendors acceptance of the provisions of this Purchase Order, he waives and considers as cancelled any of the general / special sales conditions.

27. **Modifications:**

This order constitutes an entire agreement between the parties hereto. Any modifications to this Order shall become binding only upon the same being confirmed in writing duly signed by both the parties.

28. **Performance Guarantee:**

The vendor shall ensure that all material / equipment / services executed / rendered under this Order shall conform to the Purchasers requirements and specifications. The vendor guarantees the material / equipment / services under this Order for a period of 12 months from the date of installation or 18 months from the date of delivery whichever is earlier. The vendor agrees to replace any material which has been proved defective or fails to conform to the desired specified specifications free of cost to the Purchaser. The guarantee period for such replaced part shall be the same as that equipments / services rendered or specified earlier. The vendor shall furnish to the buyer bank guarantee for 10% of the total value of the Order, as per the proforma enclosed towards the performance guarantee. Bank Guarantee shall be from any Nationalised Banks / other banks as per APCPL approved list. The Purchaser shall at his discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the vendor in connection with the contract including of guarantee obligations. Checking / approval of vendors drawings, inspection and acceptance of material / equipment / furnishing to effect shipment and / or work done for erection, installation and commissioning of the equipment by the Purchaser or any other agency on behalf of the Purchaser shall not in any way relieve the vendor from the responsibility for proper performance during the guarantee period.

29. **Mode of Despatch:**

In case of advance payment or payment through Bank, vendor shall despatch the materials as per schedule mode of despatch and through approved transporter indicated in the purchase order and any violations to this effect without taking prior written approval from the purchaser is not permissible.

30. **Demurrage / Wharf age:**

In cases where documents are negotiated through Bank, any consequential charges e.g. demurrage / wharf age charges, due to late retirement of documents on account of (i) violation of the inspection clause (ii) material dispatched after expiry of delivery period without obtaining approval in advance for extension of delivery period (iii) dispatch of materials not as per schedule mode of dispatch / approved transporters as per P.O. (iv) late receipt of invoice or due to violation of any other clause / clauses of the purchase order will be to the vendors account. Supplier would also be responsible for all such payment due to late receipt of RR / LR and other documents.

31. **Acceptance:**

The vendor shall return duplicate copy of the Purchase Order and the other enclosed documents duly signed as a token of acceptance. within 15 days from the date of receipt of this Order.

32. Arbitration:

- (a) In the event of any question, dispute or difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the Sole Arbitrator of the General Manager of the APCPL or to a person appointed by him for the purpose. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act 1940.
- (b) It will be no objection that the Arbitrator is an interested person and / or that he had to deal with the matters to which the contract relates and / or in the course of his duties he has expressed any view on any matter in dispute or difference. The award of arbitrator shall be final and binding.
- (c) In the event of Arbitrator dying, neglecting, resigning or being unable to act for any reason or his award being set aside by the court for any reason, it will be lawful for the General Manager of APCPL to appoint another Arbitrator in place of the outgoing Arbitrator.
- (d) It is further terms of this agreement that no person other than a person shall act as an Arbitrator and that, if for any reason that is not possible, the matter should not be referred to arbitration at all.
- (e) The Arbitrator may from time to time, with the consent of all parties enlarge the time in making the award.
- (f) The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at NOIDA or at such other place or places as the Arbitrator may decide.
- (g) Notwithstanding any dispute between the parties Supplier shall not be entitled to withhold delay or defer his obligations under the contract and same shall be carried out strictly in accordance with the terms and conditions of the contract.
- (h) In the event of disputes or difference arising between Public Sector Enterprise and a Government Department through permanent machinery of arbitrators (PMA) in the Department of Public Enterprises, Govt. of India, Ministry of Heavy Industries and Public Enterprises vide office memorandum no. DPE/4(10)/2001-PMA-GL1 dated: 22.01.2004 shall be applicable.

33. Jurisdiction:

The court at Distt.: Jhajjar (Haryana) shall have exclusive jurisdiction to entertain and try all matters arising out this contract.

- 1. The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.

For & Behalf of
APCPL, Jharli



P.O.