

## GENERAL TERMS AND CONDITIONS

### Goods, Quantity and Quality

1. The supplies effected in purchase of this purchase /job order must conform to all the application and details laid down in this order and also to the sample already approved, if any. It must also be suitable for the purpose for which required.
2. Quantities supplied in excess of the quantities ordered or in excess of the quantities of all the respective scheduled deliveries or against the cancelled orders or the quantities supplied which are rejected for any other reasons will not be paid for. Quantities not accepted or rejected will lie at our works at the risk of supplier who shall arrange to remove the same at his cost.
3. Mere acknowledgement of receipt of the goods on delivery shall not by itself constitute acceptance of the goods. Goods received by us on the delivery shall always be subject to our right of subsequent rejection on inspection at our work in due course.

### Price and payments

4. The price will be strictly paid as mentioned in the Purchase Order. Prices charged in excess shall be reduced to make them at par with prices as mentioned in the Purchase order.
5. No advance will be payable against any order unless in exceptional circumstances specially agreed to. Whenever any such advance will be arranged to be paid or paid, same shall be used by the supplier specifically only for the purpose of this order and in that extent, all material purchased in or in process will bear a change in our favor and will be without any other encumbrance whatsoever. Advance if agreed to be so paid against purchase of raw material or components will be paid only on production of supporting invoices evidencing such purchase.
6. Payments in respect of material supplied will become due on the expiry of 90 days or as agreed in po from the date of receipt of goods at our works and will be payable at Pune.
7. No documents will be routed through bank without our prior written approval.
8. A periodical statement of account, preferably monthly shall be sent to us to enable process payments of bill giving the following details.
  - (a) Bill no date and amount.
  - (b) Our purchase order no. and date
  - (c) Delivery challan no. and date
  - (d) Our GRR no.and date under which goods were accepted.

### Delivery and extension with penalty clause

9. Time will be essence of delivery. If delivery is not made as per schedules or not completed as per the time otherwise prescribed in this purchase/job order, the order shall be liable for cancellation. Our option of extension of time after the due date of completion of the order may be granted upon request in writing at our discretion provided always in such case the supplier shall be liable to pay liquidated damages at the rate of 1% per day of the total value of the work remaining to be done by the due date provided further such extension will always be without prejudice to our all other rights under the contracts.

### Forfeiture of deposits and risk purchase

10. In the event of failure to complete the order or cancellation thereof on account of default by the supplier or the bailee, the amount of deposit, if any with us shall be liable for forfeiture. In such a case of failure or cancellation, the Company shall be at the liberty to procure the goods or avail the services from other source at such prices and cost as deem fit and proper and upon such terms and conditions as deem fit in the circumstances. The supplier/Bailee shall be solely responsible for the resultant loss or damage.

### Right of cancellation, variation etc.

11. We shall have the right to cancel the order for the goods not supplied on time as per the schedule agreed. We also reserve the right to vary the schedule of supply during the period given under this purchase order.

### Packing, freight and Insurance

12. All goods will be properly and securely packed before dispatch. All packing must be identifiably marked by the supplier to show that the goods have been sent from him/them. In the absence of such marking and in case of rejection of any such goods, the decision of the Company regarding identification of the Supplier shall be final and shall not be disputed. Supplier shall make proper declaration of goods and take out insurance to cover the transit risk, if any

as advised unless the delivery is agreed to be taken at the place of the supplier. The goods shall be insured by the supplier and the insurance charges shall be borne by the supplier. Similarly, unless the delivery is agreed to be taken at the place of the supplier, the freight charges will be borne by the supplier.

#### **Dispatch Instruction and Demurrage**

13. All goods dispatched by the road transport shall be door delivery, ex-our-works at Saswad, Dist - Pune. Invoice and delivery challan shall be sent through Transporter.

14. For all goods dispatched by passenger/goods train, RR/PWB should be immediately dispatched to us under a covering letter by registered post quoting our purchase order No and date, the item and quantity dispatched. Goods will be booked to Pune railway station where dispatched by rail indicated.

15. Invoices and price challan in triplicate showing purchase Order No. and date or code No. and drawing No should be dispatched as under (a) Two copies GC note (b) one copy to be packed with the material.

16. All consignments shall be forwarded by the route indicated. In case of deviation, extra freight paid will be recovered from the supplier.

17. If any time due to delay in dispatch, or receipt of document, the goods remain uncleared resulting in demurrage or any other charges whatsoever the same shall be recovered from the supplier.

#### **Inspection**

18. All goods supplied shall be subject to inspection at our works and mere acknowledgements of receipt of goods on delivery shall not, by itself mean goods are accepted. We reserve an absolute right of rejecting the goods at any stage of use directly as in the process of production; inspection shall be done by batch samples or complete at our discretion. Supplier must in their own interest, mark the goods and or the packing on an identifiable manner and indicate the same in the delivery challan so that the event of rejection of goods supplied, the question of identity of goods will not be disputed. The goods rejected or inspected shall be separately stocked and in the absence of any such identifiable mark the question of their identity will not be allowed to be raised (supplier if he so desire may remain present for inspection of goods when done). Intimation will be given to the supplier in writing if the goods rejected who will upon receipt of such intimation forthwith arrange to collect the goods from the works of the company or advise for the dispatch and return the same at his risk and cost. Rejected goods not so collected by the supplier shall be at our works entirely at risk of supplier. No payments will be made for the rejected goods and if any payments are already made the same shall become recoverable. Supplier will be entirely responsible for the goods rejected and make replacement of the quantity rejected of the goods provided such replacement is made either within the period for supply of the goods under this order or within such period as may be agreed to by the company.

19. In case of rejection of item of job order, with our material/ materials of the supplier, no payment will be made for the unworkable rejected items. If such job work is done with materials supplied by the Company in that case, rejection allowance will be permissible to the extent of 3% of the material where so possible to count, failing which in all other cases it will be allowed only to the extent of 30% of the value of the item so rejected. All unworkable rejection will be scrapped at our works and the inspection report of the inspection authority will be final and binding on the supplier. All other conditions will apply to such rejected jobs supplied as stated in the preceding clause No.18 hereof.

#### **Octroi charges**

20. Unless otherwise agreed for, all the dispatches from out station by Air, Road or by Post we are liable to pay octroi duty. In order to assess the correct value of the consignment at any of the Municipal Corporation, octroi Nakas, one copy of original invoice (and not proforma) should be enclosed along with other dispatch documents. This is absolutely necessary.

#### **Jurisdiction**

21. In case of dispute arising from this Purchase order, courts in Pune shall have exclusive jurisdiction.

General instruction regarding receipt section

1. Our Receipt section is open from 08.30 A.M. to 04.00 P.M. and weekly off on Sunday.

2. For goods received after working hours no detention charges will be paid.

3. Ensure that GRR No. is given on your charges for every material supplied in our premises after making gate entry in the register kept at the main gate. Bill passing is linked with GRR and no bill

will be passed unless GRR is made.

To ensure speedy preparation of GRR please mention following things on your delivery challan.

I) P.O/J.O No. complete with date.

II) Code No. of the item as mentioned in our P.O/ J.O.

III) In case of rejection, replacement please quote previous GRR No. and date and our delivery note No on which material was rejected and sent back to you.

4. Job order.

i) KCPL delivery note No. should be mentioned on your challan.

ii) KCPL return challan and Excise challan, wherever applicable, should be enclosed with your challan.

iii) Material sent for processing should be returned before expiry date for excisable items and within 60 days for other items, material cost along with other Expenses that may occur will be recovered from you for the material not received within this period.

5. Any payment by KCPL at actual should be supported by proper documents.

6. In case of supply against job order,

a) Challan should mention KCPL delivery note No. and copy of delivery note and Excise challan to be enclosed.

b) It will be your responsibility to return the material irrespective of order terms after 60 days.

7. Your challan should mention correct P.O/J.O No., and item code No.

8. Education Cess and Secondary H & S Cess on excise duty stands exempted vide Notification No. 14 & 15/2015 CE dated 01/03/2015.