



NTPC Tamil Nadu Energy Company Limited.
(A Joint Venture of NTPCLtd & TNEB)
Vallur Thermal Power Project Site,
Kuruvimedu Village, Ponneri Taluk,
Vellivayal Chavadi Post, Thiruvallur District
Chennai-600103, Tamilnadu.

TIN NO : 33720541877
PAN NO : AABCN9916C
CST NO : 871206

Phone No : 044-65351039
Fax No : 044-27966033

PURCHASE ORDER

Page No : 1 of 5

To,
M/s.

Indentor Department : O & M - CHP
Vendor Code : HS0152
Type : Non-Capital

HEBEI PIPE FITTING'S
RAM LAKHAN CHAMBERS,
#19/20, GENERAL MUTHIA MUDALI ST,
GROUND FLOOR, SUIT # G-11,
CHENNAI 600079

Phone1 : 044-25385766
E-Mail : hebeifittings24@gmail.com

Purchase Order No	: 1700P90088	Dated	: 20-MAY-2017	Version	: 0
Subject	: SUPPLY OF 32 NB GALVANIZED ERW HEAVY DUTY PIPE FOR HAND RAILING & SAFETY RELATED WIRKS IN CHP				
Our Enquiry No	: 1700E60063	Dated	: 04-MAY-2017		
Your Offer Ref No	: NIL	Dated	:		

Dear Sir,

We are pleased to accept your above cited offer along with correspondences thereof and place our Purchase Order No : **1700P90088** dated : **20-MAY-2017** for total order value of : **Rs. 476000/-**. Please arrange to deliver the materials as detailed in Annexure-1 & 2 subject to terms and conditions specified in the Annexure-3 and in our General Purchase Conditions, other specifications and requirements. Duplicate copy of the purchase order may please be signed and returned back to us within 10 days of its receipt as a token of acceptance of the same. If no communication is received within 10 days of receipt of purchase order, it will be treated that order has been accepted in entirety.

Our general purchase order conditions shall form a part of purchase order for all other clauses.

Thanking You,

Prepared by : **P SATISH KUMAR**
MANAGER(C & M)
E-Mail : pskumar01@ntpc.co.in

Your's faithfully,
For and on behalf of NTECL

Enclosures :
General purchase conditions
Despatch invoicing & insurance instruction

AGM(C & M) / Sr. Manager(C & M)/Manager(C&M)
CHENNAI
600 103
20/5/17



NTPC Tamil Nadu Energy Company Limited.
(A Joint Venture of NTPCLtd & TNEB)
Vallur Thermal Power Project Site,
Kuruvimedu Village, Ponneri Taluk,
Vellivayal Chavadi Post, Thiruvallur District
Chennai-600103, Tamilnadu.

TIN NO : 33720541877

PAN NO : AABCN9916C

CST NO : 871206

Page No : 2 of 5

PURCHASE ORDER

PO NO : 1700P90088

DATE : 20-MAY-2017

Annexure - 01 (Bill Of Materials)

SNO	ITEM CODE	ITEM DESCRIPTION	UOM	ORD QTY	RATE(INR.)	Disc(%)	Net Price	Total Amount(INR.)
1	1616300245	ERW CARBON STEEL , GALVANIZED PIPE 32NB HEAVY GRADE AS PER IS- 1239, PART-1	MR	2,000.000	238.00	.00	238.00	4,76,000.00

Amount in Words :

RUPEES FOUR LAKHS SEVENTY-SIX THOUSAND ONLY

Total Amount (INR.) : **4,76,000.00**

Discount .00 % Amount(INR.) : **.00**

Net Amount (INR.) : **4,76,000.00**

Prepared by : **P SATISH KUMAR**

MANAGER(C & M)

E-Mail : pskumar01@ntpc.co.in

Your's faithfully,



AGM(C & M) / Sr.Manager(C & M)/Manager(C&M)



NTPC Tamil Nadu Energy Company Limited.
(A Joint Venture of NTPCLtd & TNEB)
Vallur Thermal Power Project Site,
Kuruvimedu Village, Ponneri Taluk,
Vellivayal Chavadi Post, Thiruvallur District
Chennai-600103, Tamilnadu.

TIN NO : 33720541877
PAN NO : AABCN9916C
CST NO : 871206

Phone No : 044-65351039
Fax No : 044-27966033

PURCHASE ORDER

Page No : 3 of 5

PO NO : 1700P90088

DATE : 20-MAY-2017

Annexure - 02 (Item Technical Specification)

S.No	Item Code	Item Tech Specification
1	1616300245	ERW CARBON STEEL , GALVANIZED PIPE 32NB HEAVY GRADE CONFIRMING IS-1239,PART-1 2004 ISI Marked, both ends threaded, one end fitted with GI socket, other end protected with PVC thread protector. Length of pipe shall vary between 5.5m and 6.5m

Prepared by : **P SATISH KUMAR**
MANAGER(C & M)
E-Mail : pskumar01@ntpc.co.in

Your's Faithfully,



AGM(C & M) / Sr.Manager(C & M)/Manager(C&M)

PURCHASE ORDER

PO NO : 1700P90088

DATE : 20-MAY-2017

Annexure - 03 (Terms & Conditions)

01.	P.O Basic Value	Rs. 4,76,000.00/-
02.	Price Basis	F.O.R DESTINATION
03.	P & F Charges	NOT APPLICABLE
04.	Excise Duty	NOT APPLICABLE
05.	Sales Tax	VAT EXTRA AS APPLICABLE AT THE TIME OF DISPATCH. PRESENT RATE IS @ 5 %
06.	Transit Insurance	AGAINST NTECL OPEN INSURANCE POLICY
07.	Freight Charges	EXTRA Rs. 2,500.00 ONLY
08.	Prices Variation	FIRM TILL EXECUTION OF THIS ORDER
09.	Warranty / Guarantee	ONE YEAR FROM THE DATE OF SUPPLY
10.	Inspection	INSPECTION WILL BE DONE ON RECEIPT OF MATERIALS AT NTECL SITE STORE
11.	Delivery Period	WITH IN : 40 DAYS FROM THE DATE OF PURCHASE ORDER
12.	Delivery Schedule	PARTY MAY SUPPLY THE MATERIAL IMMEDIATELY UPON RECEIPT OF PURCHASE ORDER.
13.	Delivery Place	AT NTECL STORES
14.	Entry Tax	NOT APPLICABLE
15.	PBG Clause	NOT APPLICABLE
16.	Bank Charges	NOT APPLICABLE
17.	Payment Terms	1. 100 % WITHIN 30 DAYS OF RECEIPT AND ACCEPTANCE OF MATERIAL AT NTECL STORES
18.	L.D Clause	AS PER GENERAL PURCHASE CONDITIONS CLAUSE NO 12
19.	Installation	NOT APPLICABLE
20.	Service Tax	NOT APPLICABLE
21.	Place of Dispatch	CHENNAI
22.	Mode of Despatch	BY ROAD
23.	Quantity Variation	+/-5%
24.	Quality Plan	NOT APPLICABLE
25.	Test Certificates	AS MENTIONED IN THE REMARKS





NTPC Tamil Nadu Energy Company Limited.
(A Joint Venture of NTPCLtd & TNEB)
Vallur Thermal Power Project Site,
Kuruvimedu Village, Ponneri Taluk,
Vellivayal Chavadi Post, Thiruvallur District
Chennai-600103, Tamilnadu.

TIN NO : 33720541877
PAN NO : AABCN9916C
CST NO : 871206

Phone No : 044-65351039

Fax No : 044-27966033

PURCHASE ORDER

Page No : 5 of 5

PO NO : 1700P90088

DATE : 20-MAY-2017

26.	Delivery Address	NTECL, Vallur Thermal Power Project (VTTP Site), Kuruvimedu Village, Ponneri Taluka, Vellivayal Chavadi Post, Thiruvallur District, Chennai-600103, Tamilnadu, India. For Delivery of material, Please contact : Sr. Manager(stores) 044-27995777, 044-65351062
27.	Billing	Billing shall be done in favour of NTPC Tamil Nadu Energy Company Limited, Chennai
28.	Despatch Documents	1. A copy of Despatch Documents shall be sent separately addressed to Sr. Manager (Stores), Sr. Manager (F & A) and Sr. Manager (Purchase) at Above Address. 2. All the original documents to be addressed to Sr. Manager (Stores) Only.
29.	Remarks	1. Test Certificate : Test Certificate should be submitted. 2. Item is not spares requiring classification .Heavy Duty Pipes Only.

Prepared by :  P SATISH KUMAR

MANAGER(C & M)

E-Mail : pskumar01@ntpc.co.in

Your's faithfully,




AGM(C & M) / Sr. Manager(C & M)/Manager(C&M)

NTPC TAMILNADU ENERGY COMPANY LTD.
(Vallur Thermal Power Project)
Site Office: Vallur Thermal Power Project, Kuruvimedu Village,
Ponneri Taluk, Vellivayal Chavadi Post, Thiruvallur District,
Chennai – 600103

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.

Purchaser /Owner: Shall mean NTPC Tamilnadu Energy Company 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-110003, 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 authorized 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

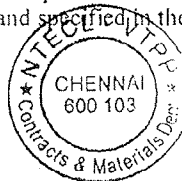
Sales Tax, Levies and any other duties payable shall be shown separately in the invoice.

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 authorized 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 authorized 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 /modifications 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 authorized representative or failure by the purchaser and / or his authorized 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 authorized 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 at to the vendors accounts unless agreed to the contrary and specified in the Purchase Order.



7. Access to Vendors Premises

The Owner and/or his authorized 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 authorized representative and notification to the 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 situated at (full address of project /site/office).

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 Purchase 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 /equipments 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 any 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 utilized 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 imports 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 become 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 /calendar 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 my 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 there under, 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 his Purchase Order. Any assignment, transfer or sub-letting 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 endeavors 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. Purchase 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) Whenever possible, such Free Issue Materials shall be consigned to the vendors 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 materials 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 NTECL .

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 property 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 dispatched 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 dispatch particulars immediately on dispatch by telex/telegram to the consignee as specified in the Purchase Order.

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

26. Sale Condition

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 mentioned warranty/ guarantee period from the date of use/dispatch 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 10% of the total value of the Order, as per the proforma enclosed towards the performance guarantee. Bank Guarantee shall be from any Nationalized Banks/ other banks as per NTPC Tamilnadu Energy Company Ltd. 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 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 Dispatch

In case of advance payment or payment through Bank, vendor shall dispatch the materials as per schedule mode of dispatch 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 /Wharfage

In cases where documents are negotiated through Bank, any consequential charges e.g. demurrage/wharfage 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 transporter 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.



[Handwritten signature]

32. Arbitration

1. (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 Arbitration of the Chief Executive Officer of NTPC Tamilnadu Energy Company Limited or to a person appointed by him for the purpose. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof and the Rules made there under and for the time in force.
- (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 Chief Executive Officer of the said NTPC Tamilnadu Energy Company Limited 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 appointed by the Chief Executive Officer of NTPC Tamilnadu Energy Company Limited shall act as an Arbitrator and 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 Chennai 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 differences arising between the Public Sector Enterprise and a Government, Government the provisions of BPE Office memorandum No.BPE/GL-001/76/MAN/2[110-75-BPE(GML-1)] dated 1st January 1976 shall be applicable.

33. Jurisdiction

The courts at Chennai alone shall have exclusive jurisdiction to entertain and try all matters arising out of 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 and on behalf of NTPC
Tamilnadu Energy Company Ltd

Vendors Signature
Name and address:



NTPC Tamilnadu Energy Company Ltd.
(A Joint Venture of NTPC Ltd & TNEB)
Vallur Thermal Power Project
P.O.: Vellivoyal Chavadi, Ponneri Taluk,
Thiruvallur Dist., Chennai – 600 103. Tamilnadu

1. 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/ WHARFAGE, DELAY IN PAYMENT ETC.

DESPATCH INSTRUCTIONS

(A) Mode of Dispatch

Mode of dispatch will be as specified on 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 :- Sr. Manager (Stores), M/s. NTECL, Vallur TPP.

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

(C) Destination

(a) By Road/Full Truck Loads : To be booked on Door Delivery Basis to NTECL stores.

(b) Smalls : Smalls / part truck loads should be consigned to NTECL and booked for nearest transport godown.

In case no particular transporter is mentioned in the purchase order, the materials should be dispatched through any Nationalized Bank approved transporter who is having own delivery office / Godown nearest to NTECL Project site 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:

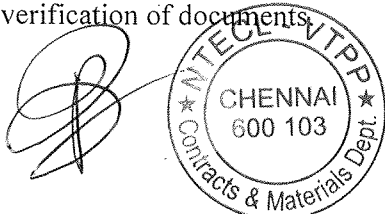
- 1) Invoicing should be drawn in the name of Sr. Manager(F) Stores Bills
- 2) Invoice should be raised strictly as per terms and conditions of P.O. clearly indicating P.O. No and Date, Description of Materials, Duties & Taxes, mode of dispatch Road (indicating name of transporter) GR No. Freight paid / to pay at destination etc.
- 3) One Invoice should cover one purchase order only.
- 4) One GR/RR should cover only one P.O.

A) DOCUMENTS THROUGH BANK

If purchase order calls for negotiation of documents through bank lease negotiate following in two sets one original and photocopy of the same through our bankers (**Name of banker: CORPORATION BANK and branch code No.1213**)

- a) Invoice
- b) Challan /List
- c) Documentary Evidence towards payment of excise duty, if called for in the P.O.
- d) PDI report/MDCC issued by NTECL 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 self life etc. as per P.O.
- h) Consignee copy of GR/RR

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



B) To facilitate prompt retirement of documents, 3 sets of documents as above should be sent immediately after dispatch of materials as under:-

- | | | |
|----------------------|--------------|---------|
| 1. Sr. Manager(F)/SB | Full address | One set |
| 2. Sr. Manager(Pur) | Full address | One set |
| 3. Sr. Manager(S) | Full address | One set |

(In case of full truck load on door delivery basis one set meant for Sr. Manager (S) should be sent along with truck specially Challan/Packing list clearly indicating the details of each item dispatch PO reference MD. And any other documents called for in PO).

C). 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 dispatch of materials directly to Sr. Manager (Store) NTECL and one set to each to Sr. Manager (Pur) and Sr. Manager (F)/S.B.

3. Wherever as per purchase order terms, insurance for transit risk is to be covered by NTECL, soon after the materials is dispatched, please furnish Purchase Order number and date, brief description of item, invoice No. & date, value, name of transporter, RR/GR No. freight and station of dispatch to our underwriters through FAX/mail and confirmation of copy of the same to be sent under registered cover at the following:-

(a) FAX/mail and postal address of our insurance company:-

M/s. THE ORIENTAL INSURANCE COMPANY LIMITED
Oriental Building,
2nd Floor, 47, Armenian Street,
CHENNAI, TAMILNADU – 60001.

FAX: 044-28279322/23
Ph.:044-28206435/28268754
Email:411400@orientalinsurance.co.in

Ref : Our open insurance policy No.411400/21/2017/131 w.e.f. 09.12.2016 to 08.12.2017 for general items.

(b) One copy of above Fax/mail message to be sent to : - **Manager (S), NTECL- Vallur.**
FAX :044-27966033, Ph:044-27995777/65351062, mail ID:hariprasads@ntpc.co.in

4.PACKING

The supplier shall ensure that the materials are securely packed to make them Rail/Road worthy. "All packages and unpacked materials shall be marked on at least two places indicating the Name of the Consignee, Purchase Order No. gross and net weight and dimensions with indelible paint in English. In case of bundles, metallic plates marked with the above details shall be tagged with such bundles.

5.INSPECTIONS

Wherever necessary, pre-dispatch inspections will be done by NTECL as indicated in the purchase order. However final inspection and acceptance is done after receipt at project sites.

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



