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| **PURCHASE ORDER** | | | | | | | |
| **Simon India Limited** | | | | **PO NO. :** | | {{ po\_number }} | |
| {{ bill\_to\_address }} | | | | PO Date : | | {{ po\_date }} | |
| **GSTIN:** | {{ bill\_to\_gstin }} | | | Contact Person : | | Ravindra | |
| **To,** | | | | Contact Email : | | Ravindra.Kumar2@adventz.com | |
| **VENDOR CODE:** | {{ vendor\_code }} | | | Contact Telephone : | | +91 124-4518537 | |
| **VENDOR NAME:** | {{ company }} | | |  | | | |
| **POSTAL ADDRESS:** | {{ company\_address }} | | | **PRICING & TAXATION:** Please refer Annexure I | | | |
| **TERMS & CONDITIONS:** Please refer Annexure II & III | | | |
| Telephone: | {{ contact\_person\_mobile }} | | | **PAYMENT TERMS:** Please refer Annexure II | | | |
| ATTN: | {{ contact\_person\_name }} | | | **DELIVERY SCHEDULE:** Please refer Annexure II | | | |
| Email: | {{ contact\_person\_email }} | | |  | | | |
| Please arrange to provide the goods/services described below strictly as per terms and conditions mentioned in this Purchase Order and its enclosure/s. | | | | | | | |
| **GENERAL DESCRIPTION** | | | | | | | **TOTAL VALUE (INR)** |
| Purchase of Items as per Annexure I | | | | | | | {{ total\_po\_amount }} |
|  | | | | | | | |
| Kindly send all your correspondence regarding this order in duplicate. All terms and conditions below and on the reverse are to be strictly complied with. | | | | | | | |
| **DESPATCH DETAILS: For details refer enclosures. Materials to be dispatched only after receiving Dispatch Clearance from Simon India Limited (SIL), if applicable, as per T&C mentioned in Payment Terms clause.** | | | | | | | |
| **SIL GSTIN NO:** | | {{ bill\_to\_gstin }} | **VENDOR GSTIN:** | | {{ gst }} | | |
| **SIL PAN NO:** | |  | **VENDOR PAN NO:** | |  | | |
| **BILLING:** For details refer enclosure. Bill/Invoice submitted against this Purchase Order must contain Purchase Order number and date, Purchase Order Item No. and Vendor Code. Bill/ Invoice to be submitted at the time of delivery along with all the documents specified under DOCUMENTATION as above. | | | | | | | |
| **Shipping Instructions : The materials to be delivered to:** | | | **Simon India Limited** | | | | |
| {{ ship\_to\_location }} , {{ ship\_to\_address }} (GSTIN:{{ ship\_to\_gstin }}) | | |  | | | | |
| **Invoicing Instructions :** | | |
| Simon India Limited, 101, 102, PPL Township, Paradeep, Jagatsinghpur -754142, Odisha, INDIA | | | **Authorized Signatory** | | | | |
| Please give acceptance confirmation within (7) SEVEN days to the contact person indicated above. In event of non-receipt of acknowledgement within stipulated period of (7) SEVEN days, it shall be considered as deemed acceptance. | | | | | | | |

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| **PURCHASE ORDER** | | | | | | | | | |
| **Simon India Limited** | | | **Annexure I** | | | | | | |
| **Enclosure to PO:** | | {{ po\_number }} | **Dated:** | | | | {{ po\_date }} | | |
| **S.No** | **Item Description** | | | **Quantity** | **Unit** | **Rate/Unit (INR)** | | **GST Rate** | **Value (INR)** |
| {% for item in items %} |  | | |  |  |  | |  |  |
| {{ loop.index }} | {{ item.name }} {{ item.additional\_info }} | | | {{ item.quantity }} | {{ item.uom }} | {{ item.unit\_rate }} | | {{ gst\_rate }} | {{ item.amount }} |
| {% endfor %} |  | | |  |  |  | |  |  |
| **Total** | | | | **{{ total\_quantity }}** |  |  | |  |  |
| **Sub-Total** | | | | | | | | | **{{ basic\_amount }}** |
| P&F Charges | | | | | | | | | {{ pf\_charges  }} |
| Freight Charges | | | | | | | | | {{ freight\_charges  }} |
| Other Charges | | | | | | | | | {{ other\_charges  }} |
| **Total Amount** | | | | | | | | | **{{ total\_po\_amount }}** |
| **Simon India Limited** | | | | | | | | | |
| *Sign here*  *Sign here*  *Sign here*  *Sign here* | | | | | | | | | |
| **Authorized Signatory** | | | | | | | | | |

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| **PURCHASE ORDER** | | | |
| Simon India Limited | | **Annexure II** | |
| **Enclosure to PO:** | {{ po\_number }} | **Dated:** | {{ po\_date }} |
| **1.0 SCC:** | | | |
| **Special Conditions of Contract (SCC)** | | | |
| The Special Conditions of Contract shall form a part of the Contract/Purchase Order, Enquiry and Specifications as the case may be. The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein in this Special Conditions of Contract shall prevail over those in the General Conditions of Contract, vendor’s offer/ quotation / proforma invoice/ invoice or any other documents pertaining to the transactions covered by this PO. All capitalized words and expressions used in this SCC but not defined herein shall have the same meaning as ascribed to them in the General Conditions of Contract. | | | |
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| **1. References:** | | | |
| 1.1. Vendor’s final offer on **{{ vendor\_final\_offer\_date }}** | | | |
| 1.2. Various email correspondence(s), telephonic discussions and agreement to various technical and commercial points. | | | |
| 1.3. This Purchase Order (PO) dated **{{ po\_date }}** | | | |
| 1.4. In case of any contradiction, the terms of this PO shall prevail. | | | |
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| **2. Scope of Supply / Work:** | | | |
| 2.1. The scope of work under this purchase order shall be the Supply of material(s)/ service(s) mentioned in Annexure-I in strict compliance to the specification and terms & conditions stipulated in this PO and documents under References as mentioned at '1.0 References' above. | | | |
| 2.2. The Vendor hereby confirms that they have thoroughly reviewed and fully understood the scope of work outlined in this Purchase Order. No further claims will be admissible due to any misunderstanding or misinterpretation of the scope of work. All necessary clarifications have been sought and provided prior to accepting this Purchase Order, ensuring complete alignment with the outlined responsibilities and deliverables. | | | |
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| **3. Price and Price Basis:** | | | |
| 3.1. Total Contract price is indicated in Annexure-I and is inclusive/ exclusive of charges mentioned. | | | |
| 3.2. **Firm Pricing:** All prices/ rates are firm and cannot be increased during the effective term of this Order without the SIL's written consent. Prices shall be as low or lower than any prevailing net prices quoted or made available by the Vendor to any other contractor purchasing in equal or lesser volumes for comparable goods or services. | | | |
| 3.3**. Inclusions:** Unless otherwise stated, prices include all costs and charges incurred by the Vendor, including but not limited to installation and other services, taxes and duties, wages and fees, transportation, transit insurance, packaging, storage, design, engineering, development, samples, prototypes, tooling, dies, moulds, and similar property used in fulfilling the Order. | | | |
| 3.4. The vendor shall ensure adequate and applicable quality standards while supplying products under this PO. | | | |
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| **PURCHASE ORDER** | | | |
| Simon India Limited | | **Annexure II** | |
| **Enclosure to PO:** | {{ po\_number }} | **Enclosure to PO:** | {{ po\_date }} |
| **4. Taxes & Duties:** | | | |
| 4.1. The PO Amount is inclusive of GST, duties and cess as applicable as on date of PO. | | | |
| 4.2. No other Taxes and duties will be paid by SIL. | | | |
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| **5. Payment Terms & Instructions:** | | | |
| 5.1. Payment Terms:  {% for milestone in payment\_milestones %} | | | |
| 1. {{ milestone }} | | | |
| {% endfor %} | | | |
| 5.2. Payment is subject to submission of following documents to SIL: | | | |
| 5.2.1. Original commercial invoice – {{ payment\_documents }} | | | |
| 5.3. Any advance shall be given against unconditional and irrevocable bank guarantee encashable in India, if applicable. | | | |
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| **6. Delivery Instructions:** | | | |
| 6.1. Delivery Point: {{ ship\_to\_location }} , {{ ship\_to\_address }} | | | |
| 6.2. Delivery Schedule:  {% for schedule in delivery\_schedules %}   1. {{ schedule }}   {% endfor %} | | | |
| 6.3. Time is the essence of the contract and timely completion of supplies shall be of utmost importance. Vendor should strictly adhere to the time schedule. | | | |
| 6.4. 100% of the goods/ materials or Services referred to in this PO must be delivered/ rendered within the above-mentioned delivery schedule. | | | |
| 6.5. Agreed delivery times are binding. SIL must be notified immediately of any circumstances that may prevent the Vendor from delivering on the agreed timelines. | | | |
| 6.6. Shipping Documents: The Vendor must specify the PO number and the delivery address on all shipping documents and delivery notes. Failure to do so makes the Vendor responsible for any resulting delays. | | | |
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| **7. Delayed Delivery:** | | | |
| 7.1. If the Vendor fails to deliver on the agreed Delivery Date, SIL shall be entitled to receive Liquidated Damages (“LD”) as compensation, calculated at 0.5% of the value per calendar day/ week, up to a maximum of 5% of the value. Waiving these damages requires mutual agreement between both parties in exceptional circumstances, with written justification and supporting documentation from the Vendor. Note that the liquidated damages clause shall not apply during Force Majeure events. | | | |
| 7.2. The unconditional acceptance of delayed supply shall not imply that the SIL waives any rights to compensation for the delay. | | | |
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| **8. Delivery Address: The materials to be delivered to:** | | | |
| PARADEEP PHOSPHATE LIMITED, PPL -Common Maintenance Plant, PPL Township Paradeep-754145, Odisha, INDIA (GSTIN: 21AABCP3276D1ZW) | | | |

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| **A blue and white logo  AI-generated content may be incorrect. PURCHASE ORDER** | | | | | |
| Simon India Limited | | | | **Annexure II** | |
| **Enclosure to PO:** | | | {{ po\_number }} | **Enclosure to PO:** | {{ po\_date }} |
| **9. Communication:** | | | | | |
| All correspondences to this purchase order should addressed to: | | | | | |
| Name: | | Mr. Lalit Sharma | | | |
| Address: | | Global Business Park, Tower-A, 8th Floor, Sector-26, M.G. Road, Gurgaon-122002 | | | |
| Phone: | | +124-4518542 | | | |
| Email: | | [procurement.sil@adventz.com](mailto:procurement.sil@adventz.com) | | | |
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| **10. Invoicing Instructions:** | | | | | |
| 10.1. All correspondences pertaining to Invoicing should be addressed to: | | | | | |
| Address: | Global Business Park, Tower-A, 8th Floor, Sector-26, M.G. Road, Gurgaon-122002 | | | | |
| Email: | [procurement.sil@adventz.com](mailto:procurement.sil@adventz.com) | | | | |
| Phone: | +124-4518542 | | | | |
| Kind Attention: | Mr. Lalit Sharma | | | | |
| 10.2. Invoices shall be sent to the address specified in the Purchase Order and must state the Vendor code, PO number, Material Code, and Material Description. Invoices must be structured according to the Purchase Order. If services are rendered, worksheets signed by both the SIL and Vendor must accompany invoices. | | | | | |
| 10.3. Any invoice shall be settled within 30 calendar days after the delivery of goods or rendering of services and receipt of the original invoice by the  SIL. Unconditional payments do not constitute acceptance, approval of goods or services, or waiving of defect claims. | | | | | |
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| **11.** Final Inspection of the materials shall be carried out by SIL/ TPA at vendor works or project site (as applicable). The materials, if not found in strict compliance to the specifications as per Annexure-I during inspection/testing will be rejected on sole discretion of SIL. | | | | | |
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| **12. Supply of Spare Parts:** The Vendor shall ensure the availability of spare parts for the goods delivered for a minimum of ten years after the manufacture of the product series has ceased. Resources and drawings required to produce these spare parts shall be retained for this period. This retention obligation lapses after this period, subject to written agreement by the SIL. Refusal of this retention obligation is only permissible with a valid reason. | | | | | |
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| **13.** All licenses/statutory requirements, as applicable to the vendor, to be obtained and maintained in relation to conducting the business under this commercial arrangement shall be carried out by the vendor at all points in time. The vendor undertakes to comply with the requirements at all points in time without any default. | | | | | |

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| **PURCHASE ORDER** | | | |
| Simon India Limited | | **Annexure III** | |
| **Enclosure to PO:** | {{ po\_number }} | **Dated:** | {{ po\_date }} |
| **2.0 GCC:** | | | |
| **General Conditions of Contract (GCC)** | | | |
| **1. Definitions:** | | | |
| 1.1. **Business Days** shall mean and refer to the working days of the Company; | | | |
| 1.2. **Communication Address** shall mean and refer to the communication address of the Company as specified in the Order; | | | |
| 1.3. **Company** shall refer to Simon India Limited; | | | |
| 1.4. **Incoterms** shall mean and refer to the International Commercial Terms; | | | |
| 1.5. **Invoice** shall mean and refer to the invoice/s raised in accordance with the Order; | | | |
| 1.6. **MCLR** shall mean and refer to Marginal Cost of Funds-Based Lending Rate; | | | |
| 1.7. **Mediator** shall mean and refer to the mediator appointed by the mutual consent of the Parties to the Order in accordance with the provisions of the Mediation Act, 2023; | | | |
| 1.8. **Order** shall mean and refer to the Purchase Order to which these terms and conditions form an integral part; and, Order Number shall mean and refer to the aforementioned Purchase Order Number; | | | |
| 1.9. **Party** shall mean and refer to either the Company or Vendor, as the context demands; and, Parties shall mean and refer to the Company and Vendor collectively; | | | |
| 1.10. **Place of Performance** shall mean and refer to the site where the goods shall be delivered or services rendered, unless otherwise expressly specified in the Order; | | | |
| 1.11. **Sole Arbitrator** shall mean and refer to the sole arbitrator appointed by the mutual consent of the Parties to the Order in accordance with the provisions of the Arbitration and Conciliation Act, 1996; | | | |
| 1.12. **SOW** shall mean and refer to the Statement of Work specified in the Order; | | | |
| 1.13. **Vendor** shall mean and refer to the vendor named in the Order; | | | |
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| **2. Acceptance:** | | | |
| The Vendor’s acceptance of the Order is subject to the acceptance of terms and conditions set forth herein, including any attached Supplemental Terms and Conditions. Any additional or differing terms proposed by the Vendor, whether in quotations, acknowledgements, sales orders, or other communications, are hereby rejected unless expressly agreed to in writing by Company. Acceptance of the Order occurs upon the Vendor’s acknowledgment, or entry of the Order into its system, or commencement of performance of the Order. If the Vendor does not object within 7 (seven) Business Days from the Order date, the Order shall be deemed accepted. The Company’s acceptance of goods, materials, equipment or services does not constitute acceptance of the Vendor’s terms. The Vendor shall deliver to the Company one complete set of original documents, including manuals and all relevant materials, with the delivery of the goods. | | | |

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| Simon India Limited | | **Annexure III** | |
| **Enclosure to PO:** | {{ po\_number }} | **Dated:** | {{ po\_date }} |
| **3. Scope of Work:** | | | |
| 3.1. The scope of work under the Order includes the supply of material/service as detailed in above, in strict compliance with the specifications and terms & conditions expressly stipulated in the Order. | | | |
| 3.2. The Vendor hereby confirms that they have thoroughly reviewed and fully understood the scope of work outlined in the Order. No further claims will be admissible due to any misunderstanding or misinterpretation of the scope of work. All necessary clarifications have been sought and provided prior to accepting the Order, ensuring complete alignment with the outlined responsibilities and deliverables. | | | |
| 3.3. All goods and services provided must adhere to the specifications, designs, drawings, and performance criteria specified by the Company. The Company reserves the right to reject or return any goods or services that do not meet these standards. In such cases, the Company may either cancel the Order or require the Vendor to replace the non-conforming goods at the Vendor’s expense, including all delivery costs and associated charges including without limitation, duties, taxes, brokerage fees, and handling costs. | | | |
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| **4. Billing and Dispatch Schedules (Applicable for package items)** | | | |
| Vendor shall furnish a detailed billing and dispatch Schedule within two weeks from the date of this purchase order, which will be scrutinized and approved by Purchaser. Payment will be made to Vendor as per the approved billing schedule.  Vendor to raise invoices showing break-up of taxes, duties, packing & forwarding, freight and transit insurance charges. In case of transportation charges, Vendor to attach the original bill of transporter, failing which payment shall not be made." | | | |
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| **5. Taxes and Duties:** | | | |
| 5.1. The total amount of the Order includes the GST and any other applicable taxes, duties and cess as of the date of the Order. SIL shall not be held liable for any additional taxes or duties beyond those specified in the Order. | | | |
| 5.2. Any statutory increase in taxes, duties within contractual delivery date, shall be to SIL’s account. The contractual consideration, excluding the taxes, duties and cess, agreed under the Order shall be binding between the Parties, and the Company shall not be held liable for any increase therein during the validity of the Order. | | | |
| 5.3. Notwithstanding the foregoing, SIL shall not be liable for any increase in any taxes, duties or cess that arise as a result of the Vendor’s misclassification of the goods and the Vendor shall be solely responsible for such increase. | | | |
| 5.4. If the Vendor has failed to declare any taxes, duties or cess which were prevailing at the time of submitting the offer and subsequently recognises the omission after the issuance of the Order, the Vendor shall be solely liable for the full cost of any such undeclared taxes, duties or other levies. | | | |
| 5.5. In case any existing taxes, duties or cess are revoked by the appropriate statutory authority/ies, SIL shall not be liable for the payment of such taxes, duties or cess from the date of their repeal. | | | |
| 5.6. In the event of introduction of any new taxes, duties or cess, by the appropriate statutory authority/ies, the Vendor shall promptly pass on the benefit of such tax or duty reduction to SIL, effective from the date of implementation of the new tax or duty. | | | |

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| Simon India Limited | | **Annexure III** | |
| **Enclosure to PO:** | {{ po\_number }} | **Dated:** | {{ po\_date }} |
| **6. Progress Report** | | | |
| 6.1. The Vendor shall submit a detailed bar chart showing completion time for each of the major activities like completion of design, procurement of materials, manufacture, assembly, inspection and dispatch, for his scope of work and those of his sub-Vendors. This bar chart on approval shall form a part of this Purchase Order. Vendor shall do further detailing of these activities and submit a monthly progress report to SIL’s office on 30th of each month. SIL will have the right to depute his/their representative to ascertain the progress of work at Vendor’s work or works of his sub-Vendors.  Progress reviews/clarificatory meetings shall be held periodically at SIL's office, Delhi or at Vendors workshop / office for which the Vendor shall depute his representative. | | | |
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| **7. Price, Incoterm (Price Basis) and Inclusions:** | | | |
| 7.1. **Price:** The prices set forth in the Order shall be firm and final. Such prices shall remain fixed and unaltered for the entire duration of the Order, and no price escalation shall be permitted for any reason, including but not limited to, the fluctuations in the market conditions, costs or other unforeseen circumstances, unless explicitly provided for in the Order. | | | |
| 7.2. **Incoterms:** The respective obligations of the Parties concerning the goods, materials or equipment shall be mutually agreed upon and shall be governed by the applicable terms of INCOTERMS 2020, as agreed between the Parties in the Order. | | | |
| 7.3. **Inclusion:** Unless otherwise expressly provided, the prices quoted shall be deemed to include all costs and charges incurred by the Vendor in connection with the fulfilment of the Order, including without limitation, installation, ancillary services, taxes, duties, wages, fees, packaging, transportation, storage, design, engineering, development, samples, prototypes, tooling, moulds and any other similar property utilized in the execution of the Order. | | | |
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| **8. Performance Bank Guarantee for Order/Contract Performance** | | | |
| 8.1. The Contractor/Supplier shall furnish one Bank Guarantee in the format approved by Purchaser for an amount equivalent to 10% of the total order/contract value or as specified in the order/contract to support the due performance of the Supplier’s/Contractor’s obligation under the Purchase Order/Contract.  Bank Guarantee shall be valid till the completion of warranty period with a claim period of 3 months. | | | |
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| **9. Payment Terms and Invoices:** | | | |
| 9.1. **Payment Terms:** The payment terms for the Order, including the milestone-based payment, are specified in the Order, and the payment of the undisputed amount/s of the invoices raised in relation to the Order shall be paid in accordance with the payment terms specified therein, within 30 (thirty) days from the receipt of the correct Invoice, after verification of the Invoice/s raised. The balance/disputed amount shall be paid upon the settlement of the said disputed amount. Subject to the foregoing, in case of non-payment of any invoice within the stipulated period, the Company shall be liable to bear the interest at the prevailing MCLR (SBI rates) + 1%, payable from the date the Invoice became due to be paid until the date of actual payment. | | | |

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| Simon India Limited | | **Annexure III** | |
| **Enclosure to PO:** | {{ po\_number }} | **Dated:** | {{ po\_date }} |
| 9.2. I**nvoices:** GST Invoice (“Invoice”) The Vendor must submit a GST Invoice (“Invoice”) to the Communication Address specified in the Order, clearly stating the Order Number, material code, and material description. If the Vendor is an MSME-registered entity, the Invoice must prominently display the MSME registration number and registration date, along with a copy of the registration certificate. The Invoice format must align with the structure of the Order. For services rendered, the Invoice must be accompanied by signed worksheets from both the Company and the Vendor. The Invoice must be submitted within 7 (seven) days of completing the work, services, or supply, or as per the payment terms specified in the Order. Payment shall be made within 30 (thirty) Business Days from the date of receipt of the original invoice by the Company, subject to Invoice verification. Payment of any Invoice does not constitute acceptance or approval of the goods or services, nor does it waive any rights to claim defects. | | | |
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| **10. Inter-Changeability Certificate (if applicable):** | | | |
| 10.1. The Vendor shall provide an interchangeability certificate on its letterhead, confirming that the supplied goods or materials are interchangeable with those at the Company’s site. If the items are not interchangeable, the Vendor shall replace them at no cost to the Company. | | | |
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| **11. Inspection and Testing (if applicable):** | | | |
| 11.1. The Vendor agrees that SIL/Client/Owner as well as their authorized representatives shall at all reasonable times have access to the Vendor's / Sub-Vendor’s manufacturing shops for the purpose of reviewing and checking the items under manufacture. | | | |
| 11.2. Should such inspection(s) entail any costs, these shall be borne by the Vendor with the exception of the personal costs for the inspectors appointed by SIL/Client/Owner or the respective authorized representatives. Should such inspection(s) be repeated due to reasons attributable to the Vendor, then the personal costs shall also be borne by the Vendor. | | | |
| 11.3. The Vendor shall accord the inspecting personnel all necessary assistance and shall make available free of charge all necessary instruments and appliances and test beds and tools and other materials necessary for the performance of the inspection(s) so as to enable the inspectors to work properly in accordance with the order. Such Vendor's personnel (or personnel of its sub-contractors) as may be required for the purposes of the inspection(s) shall be made available at no charge. The Vendor shall provide to the inspecting personnel the documentation required to carry out the inspection(s) of the technical properties of the parts to be supplied. | | | |
| 11.4. The readiness for the carrying out of the inspection(s) and testing must be notified to SIL in writing 2 weeks before the anticipated date(s) of deliveries. Inspection call should invariably contain internal inspection reports. Inspection calls without Internal inspection report will not be entertained. Should SIL waive the inspection(s) and testing, the Vendor will be notified accordingly and shall execute the inspection(s) and testing by himself. | | | |
| 11.5. The above-mentioned inspection(s) and testing shall be in accordance with the Quality Assurance Plan as attached with Material Requisition/PO along with subsequent revision, if any. SIL has right to amend QAP at any time by adding or deleting some inspection stages / tests with reasonable notice to Vendor. | | | |
| 11.6. The execution of the inspection(s) and testing must be recorded in the “Inspection Report/Certificate”. | | | |

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| Simon India Limited | | **Annexure III** | |
| **Enclosure to PO:** | {{ po\_number }} | **Dated:** | {{ po\_date }} |
| 11.7. The products shall not be deemed accepted until finally inspected and accepted by buyer’s representative at final destination. The inspection or failure to make an inspection, examination or test of, or payment for, or acceptance of the products shall in no way relieve the Vendor from its obligation to conform to all of the requirements of the order and shall in no way impair buyer’s right to reject or revoke acceptance of nonconforming products, or to avail itself of any other remedies to which buyer may be entitled, notwithstanding buyer’s knowledge of the nonconformity, its substantiality or the ease of its discovery. | | | |
| 11.8. The Vendor’s responsibility will not be lessened to any degree due to any comments made by buyer or by its authorized representative on the vendor’s drawings or specification or by inspector witnessing any chemical or physical test. In any case, the equipment must be in strict accordance with the Purchase Order and / or its attachments failing which the Buyer shall have the right to reject the goods and hold the Vendor liable for non-performance of the contract. | | | |
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| **12. Packaging, Marking, Preservation** | | | |
| 12.1. **Packaging:** The packing must be in such a manner so as to provide for the full safety of the Goods from all damage and corrosion whilst being transported by Rail, Road, Sea, Air and Inland Waterway or a combination of such modes for a minimum period of 12 months. The packing must be suitable for handling by crane, forklift or manually, taking into account the weight and size and contents of each package. The Vendor will be responsible for any damage or breakage of goods, caused by faulty and/or inadequate packing or instructions.  12.2. **Marking:** All goods and packages are to be identified with the SIL's equipment number / weight of the package / handling instructions, if any. The Order number must be clearly indicated on all packing slips, invoices, and on all packages, crates, or containers, along with the destination party and shipping address specified by the Company. | | | |
| 12.3. **Package Certificate:** The Supplier to certify that the contents in each case are neither more nor less than those entered in the invoice & packing list and quality of goods are guaranteed as new and as per relevant specifications. | | | |
| 12.4. Equipment should be conserved and packed in such a manner so as to protect it from damage, deterioration and pilferage during transportation to site. | | | |
| 12.5. An open package inspection shall be carried out once the consignment arrives at site. All weights and measurement recorded by site staff on receipt of goods at site shall be treated as final. If this inspection were to reveal deficiencies, damage or incorrect or incomplete deliveries, the Supplier shall eliminate the faults within a time limit set by the Purchaser. All costs whatsoever arising in this connection shall be borne by the Supplier. | | | |
| 12.6. **Preservation:** The Vendor must supply a schedule of routine attention and precautions necessary to maintain the equipment in good condition during storage on Site; the Vendor must include sealing by suitable caps or plugs all stub, tube and pipe ends and other apertures. The Vendor shall be responsible for making good any loss or damage to goods caused by unsatisfactory preservation or instructions. | | | |

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| Simon India Limited | | **Annexure III** | |
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| **13. Delivery, Place of Performance and Delayed Performance:** | | | |
| 13.1. Time is of the essence in the performance of the Order. The Vendor shall deliver the materials, equipment, and/or services in strict compliance with the delivery schedule and quantities specified herein. The Vendor shall not unreasonably anticipate or delay the agreed delivery date. The Vendor further agrees to adhere to the terms set forth in the SOW, which outlines the processes, procedures, tasks, milestones, and deadlines. Any modifications to the SOW shall require the prior written consent of the Company. In the event of a missed milestone attributable to the Vendor, the Vendor shall, at no additional cost to the Company, use commercially reasonable efforts to fulfil the milestone within a revised timeframe, as mutually agreed in writing. This obligation is in addition to any other rights or remedies available to the Company under the Order. | | | |
| 13.2. **Delivery Timelines:** The timelines for the delivery/performance of the obligations under the Order are binding, and shall be determined by the delivery of the goods/services at the Place of Performance, unless otherwise agreed between the Parties. The Vendor must immediately notify the Company of any circumstances that may prevent the Vendor from meeting the agreed delivery timelines. | | | |
| 13.3. **Delayed Delivery:** If the Vendor fails to deliver within the stipulated timeframe, the Company shall be entitled to recover or adjust Liquidated Damages (“LD”) at a rate of 0.5% of the total contract value per calendar day/week, up to a maximum of 5%. LD shall commence accruing the day after the specified delivery date. The Vendor shall be granted a grace period of 7 (seven) days, during which no LD shall be imposed. If delivery is not completed within this grace period, LD shall be applied retrospectively from the original due date. The total LD shall not exceed 5% of the total contractual value, excluding any applicable taxes. The Company must issue a written notice to impose LD in the event of any delay in the supply of goods, materials, equipment, and/or services, confirming that the delay is attributable to the Vendor. This serves as acknowledgment that LD is payable as compensation for damages incurred by the Company. Any waiver of LD requires mutual agreement, supported by written justification and relevant documentation from the Vendor. LD shall not apply in cases of Force Majeure. | | | |
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| **14. Dispatch Clearance** | | | |
| All consignments shall be delivered either Ex-works or FOR Site/DDP/CIF as specified in the PO, only after receipt of "**Material Dispatch Clearance Certificate**" (MDCC) from SIL. Any deviation from the above instruction may result in rejection of consignment. | | | |
| **15. Transportation & Freight** | | | |
| 15.1. Vendor shall follow instructions as given in purchase order. Where transportation to destination/destination port is the responsibility of the Vendor, he will arrange transportation by any reputed bank approved transporter. In such cases, freight payable shall be as per purchase order or as approved by purchaser. In case transportation is SIL’s responsibility, then Vendor’s responsibility ends at Vendor’s works or destination port or godown or any other designated place. | | | |
| 15.2. **Acceptance of Delayed Supply:** Acceptance of a delayed delivery shall not be construed as a waiver of the Company’s right to recover damages or claim compensation for the delay. | | | |
| 15.3. **Risk of Loss:** Risk of loss or damage to the goods shall remain with the Vendor until delivery and acceptance of the goods/material/equipment unless otherwise stipulated in the Order. It is advisable that Vendor ensures the goods before dispatch. | | | |

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| **16. Weight & Measurements, Quantity Tolerance** | | | |
| 16.1. All weights and measurements recorded by SIL on receipt of materials shall be treated as final and binding. | | | |
| 16.2. For steel items, +/- 0.5% quantity variation, tolerance for weigh bridge scale variation or standard rolling tolerance (as applicable) for sectional weight measurement shall be permissible. | | | |
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| **17. Spare Parts** | | | |
| 17.1. Mandatory spares, erection & commissioning spares shall be ordered along with main pkg. For 2 years operational spares separate quote must be submitted indicating the delivery period. | | | |
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| **18. Patents** | | | |
| 18.1. The Vendor shall indemnify and hold the SIL and the Client free and harmless of and from any and all costs, expenses, liability or damage arising out of alleged or actual infringement of Letters Patent, Registered Design, Trade Mark, Copyright or other intellectual property rights resulting from the use or sale of Goods, materials or processes supplied or methods used by the Vendor, provided always that this indemnity shall not apply to any infringement which is due to the Vendor having followed a design or instruction furnished or given by the SIL or to the use of such article or material in a manner or for a purpose or in a foreign country not specified by or disclosed to the Vendor, and provided also that this indemnity is conditional on the SIL giving the Vendor notice in writing of any claim being made or action threatened or brought, and on the SIL permitting the Vendor at the Vendor's own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim. | | | |
| 18.2. The SIL on his part warrants that any design or instruction furnished or given by him shall not be such as will cause the Vendor to infringe any Letter, Patent, Registered Design or Trade Mark in the execution of the Order. | | | |
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| **19. Statutory Compliance:** | | | |
| 19.1. The Vendor shall be solely responsible for ensuring compliance with all applicable statutory obligations under the laws and regulations in force from time to time, including, but not limited to, the Payment of Wages/Minimum Wages Act and the rules thereunder, the Provident Fund Act, Workmen's Compensation Policy, Payment of Bonus, Labor Act, the ESI Act, the Payment of Gratuity Act, GST Registration, and any other relevant laws under the laws of India and the jurisdiction in which the Site or Place of Performance is located. Upon request by the Company, the Vendor shall provide all necessary documentation to substantiate such compliance. Additionally, the Vendor shall comply with all anti-corruption (including Bribery) laws prevailing at the time of execution of the Order. The Vendor shall ensure that its employees do not engage in any activities on the premises that may be deemed unlawful by the Company. The Company shall have the right to audit and inspect the Vendor's records at any time. | | | |
| 19.2. The Vendor shall be responsible for obtaining the required license from the Labour Department and ensuring its validity throughout the duration of the contract. The Company shall provide the necessary forms for this purpose, in accordance with the provisions of the applicable statutes. This Provision shall be required to be complied with by the Vendor in case of providing service only in the premises of the Company. | | | |

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| **20. Obligations of the Vendor:** | | | |
| 20.1. **Responsibility of Completeness:** The Vendor shall ensure that all the obligations under the Order have been fulfilled in all respects to ensure the satisfactory operation of the equipment/system. This shall include all work and activities not specifically detailed in the Order, specifications, drawings or SOW, but which are deemed to be necessary for the proper performance of the systems/equipment, and which shall fall within the defined battery limits, all at no additional costs to the Company. | | | |
| 20.2. **Workmen Compensation Policy:** Workmen’s compensation insurance is mandatory and shall be obtained by the Vendor to cover all workers, managers and engineers visiting the Place of Performance for the installation of the purchased materials/services under the Order. | | | |
| 20.3. **Supervision of Installation & Commissioning Report:** | | | |
| 20.3.1. The erection and commissioning of the entire SOW is part and parcel of the Order value, and the Vendor shall provide the same at no additional cost to the Company. | | | |
| 20.3.2. The Vendor’s service personnel shall report to the in-charge of Place of Performance on daily basis. | | | |
| 20.3.3. The Vendor shall be solely responsible for the local boarding and lodging for its personnel. | | | |
| 20.4. **Safety Work Permit:** The Vendor shall strictly adhere to the safety work permit system and shall ensure that a "Job Authorizing Slip" is obtained from the designated permitter before commencing any work. | | | |
| 20.5. **Personal Protection Equipment:** The Vendor shall provide and ensure the use of personal protective equipment (PPE) such as helmets, safety belts, gloves, face shields, goggles, and all other necessary safety gear as required under the Standard Operating Procedure (“SOP”) for carrying out the job, all of which must be approved by the Bureau of Indian Standards (“BIS”), as deemed necessary by the nature of the work. | | | |
| 20.6. **Working at Place of Performance:** | | | |
| 20.6.1. The Vendor shall ensure that all work areas are maintained in a condition that facilitates the sage and efficient movement of personnel and materials. | | | |
| 20.6.2. Approach roads shall be kept clear to allow the unimpeded movement of vehicles. All open trenches, pits, and excavations shall be properly enclosed, clearly marked with caution signs, and adequately illuminated during nighttime. | | | |
| 20.6.3. Temporary water lines shall be routed to avoid road crossings and, where necessary, shall be laid underground. Temporary water storage tanks used for construction purposes shall be properly fenced, where necessary, to prevent unauthorized access. | | | |
| 20.6.4. The Vendor shall ensure that no structure or equipment, whether completed or under construction, is subjected to lifting or tying tackles, ropes, or loads that exceed its designed capacity. | | | |
| 20.6.5. The Vendor shall ensure that the execution of work under the Order does not endanger safety or unlawfully interfere with the convenience of others. | | | |
| 20.6.6. The Vendor shall ensure that all supervisors, workers, welders, electricians, and drivers adhere to the rules and instructions displayed at the work site. | | | |
| 20.7. **Working at Height:** | | | |
| 20.7.1. For work performed at a height exceeding 2 (two) metres, the use of a full-body harness/double lanyard shall be mandatory. | | | |

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| 20.7.2. The Vendor shall ensure that all workmen working at unsafe elevations are provided with necessary temporary structures and supports such as scaffolding, ladders, or walkways, which shall be adequately strong and provide safe access. Workmen shall be properly trained to follow safety procedures to prevent accidental falls, and safety belts/lifelines shall be used wherever necessary. | | | |
| 20.7.3. Prior to deploying new workers to the site, the Vendor shall assess their health status and ensure that individuals with medical conditions such as epilepsy or high blood pressure are not assigned to work at heights. | | | |
| 20.8. **Safety for Electrical Contracts:** | | | |
| 20.8.1. The Vendor shall ensure that all temporary electrical installations, including but not limited to substations, equipment, switchgear, cables, wiring, and lighting, are executed in strict compliance with applicable electrical standards. Such installations shall not be undertaken without prior approval and authorization from the appropriate and relevant regulatory authorities. | | | |
| 20.8.2. Temporary cables, wires (including welding cables), and water lines shall be installed in such a manner as to prevent congestion or obstruction of work areas. These installations must be positioned at a sufficient height to ensure unimpeded movement of personnel, materials, and vehicles. | | | |
| 20.8.3. All supervisors, workmen, welders, electricians, drivers, and any vehicles involved in the work shall possess the necessary and valid licenses, certificates, or permits required under applicable law to perform such work. | | | |
| 20.8.4. Temporary substations, equipment, switchgear, rectifiers, and distribution boards shall be securely enclosed, adequately protected from rainwater, properly earthed, and clearly identified with appropriate 'CAUTION' signs. All connections and joints in temporary wiring and cables shall be insulated and safeguarded to prevent any risk of electrical hazards. | | | |
| 20.8.5. No electrical cables in use shall be disturbed, nor shall any work be performed on live electrical equipment, unless prior written consent has been obtained from the Company's authorized engineer. | | | |
| 20.9. **Tools and Tackles:** The Vendor shall be responsible for ensuring that all equipment, tools, tackles, apparatus, and materials used for erection, testing, and related activities are maintained in proper working order, are fit for their intended purposes, and are accompanied by valid test certificates. The Vendor shall also ensure that such equipment is calibrated periodically to maintain compliance with relevant standards and regulations. | | | |
| 20.10. **Technical Support Service/s (“TSS”):** Vendor shall be obligated to provide Technical Support services in respect of all goods and /or services as defined in the relevant documents, for a period of 5 (five) years following the expiration of the “Warranty Period”. The charges for such services shall be in accordance with the mutually agreed rate card. | | | |
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| **21. Warranty:** | | | |
| 21.1. The goods supplied shall be warranty against defects in design, materials, workmanship, and manufacturing for a period of twelve (12) months from the date of commissioning, or eighteen (18) months from the date of supply, whichever occurs earlier, as per the “Certificate of Warranty”. | | | |

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| **22. Representation and Warranties:** | | | |
| 22.1. All goods and services shall conform to the Vendor’s representations, be fit for the Company’s intended purpose, be of satisfactory quality, and comply with all applicable laws including central, state and local laws, rules & regulations, ordinances, and orders when used or performed in accordance with the specified conditions; it also includes, without limitation, compliance of all relevant labour, employment, and working condition laws, make all required tax payments and withholdings, and ensure such personnel are legally authorized to work in the jurisdiction where the work is to be performed. | | | |
| 22.2. The Vendor has full authority to accept and perform the Order, and that neither the provision, use, nor sale of the goods or services will infringe upon or violate any rights of any third party, including but not limited to intellectual property rights such as patents, trademarks, trade secrets, copyrights, or contractual rights. | | | |
| 22.3. The Vendor has disclosed, and shall disclose in the future, any conflicts of interest, or any situations or transactions that may create a conflict of interest between the Vendor and the Company. | | | |
| 22.4. The Vendor warrants that the goods and services delivered shall be free from defects in design, workmanship, and materials, and shall conform strictly to the specifications, drawings, or samples provided or furnished by the Company. Additionally, the Vendor warrants that the goods shall be free from any legal imperfections or encumbrances at the time when risk and title to the goods vest in the Vendor. | | | |
| 22.5. The Vendor warrants that all goods/materials supplied hereunder shall be new, unused, and not reconditioned. The Vendor further warrants that all services performed, and goods delivered shall be merchantable and fit for the intended purpose. This warranty shall survive any inspection or acceptance by the Company and remain in effect for 3 (three) years following Company acceptance. In the case of latent defects or defects caused by fraud or gross negligence, the warranty shall remain in effect for 3 (three) years after discovery of the defect by the Company. | | | |
| 22.6. Any breach of warranty shall constitute a substantial impairment of value. In addition to all other remedies, the Company may revoke acceptance of non-conforming goods/materials and/or services. The Company may, at its discretion, return the goods/materials and/or services for a refund or credit, or require prompt correction or replacement of the defective goods/materials and/or services. Goods/materials and/or Services that are corrected or replaced shall remain subject to the provisions of this warranty clause and the "Inspection and Rejection" clause in the same manner and to the same extent as the original goods or services. However, this applies only to the corrected or replaced part(s). | | | |
| 22.7. The Vendor shall cover transportation cost for substitute supplies. If removal or installation costs are incurred during defect rectification, the Vendor shall cover these costs if they were responsible for the defect. | | | |
| 22.8. In the event of rejection of equipment and/or any of its parts for above reasons, it is obvious that the overall project schedule shall be affected. To minimize the loss due to such an occurrence, the company may retain the right to use as best as possible, the faulty equipment until the new replacement arrives at site, and such use of the defective and/or its parts shall be replaced with in mutually agreed time schedule between the Parties failing which the equipment shall be rejected at the risk and cost of the Vendor. | | | |
| 22.9. The Company retains all statutory rights, including damages for defective goods and/or services, unless otherwise agreed in the Order. | | | |

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| **23. Company Property:** | | | |
| 23.1. All property used by the Vendor in connection with the Order that is owned, furnished, or paid for by the Company, including but not limited to materials, tools, dies, jigs, moulds, patterns, fixtures, equipment, drawings, technical information, and specifications (collectively, "Company Property"), shall remain the exclusive property of the Company. The Company Property shall be available for inspection by the Company at any time, at no cost, and may be withdrawn by the Company. The Vendor shall permit the Company access to its premises for such inspection or withdrawal. | | | |
| 23.2. The Vendor shall clearly identify and mark all Company Property as the Company's property, use it solely for the performance of the Order, and insure it adequately at the Vendor's expense for the Company’s protection. The Vendor assumes all liability for, and shall maintain, repair, and return the Company Property in its original condition, reasonable wear and tear excepted. When no longer required, the Vendor shall provide a list of such property and comply with the Company’s instructions for its disposition or return the same to the Company. Any damage or loss of the Company’s properties being used by the vendor in carrying out the job, the Vendor shall compensate the Company against any such loss/damage. | | | |
| 23.3. Materials provided by the Company on a non-charge basis shall be held by the Vendor as bailee, unless otherwise agreed in writing. All works created under the Order, including writings, software, firmware, designs, inventions, technical data, and other intellectual property (collectively, "Work Product"), shall be the exclusive property of the Company. The Vendor shall promptly notify the Company in writing of all Work Product created or conceived in connection with the Order. | | | |
| 23.4. The Vendor shall, upon the Company's request, execute assignments and take all necessary actions to assign rights to the Company, enabling it to obtain and maintain patents, copyrights, trademarks, trade secrets or other legal protections for the Work Product worldwide. The Vendor shall also notify the Company of any known third-party proprietary rights that may affect the Work Product. | | | |
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| **24. Free-Issue Material (if applicable)** | | | |
| 24.1. Where SIL, for the purpose of the Order, issues materials free-of- charge to the Vendor, or reimburses the Vendor for the cost of materials required for the Order, such materials shall be and remain the property of SIL and marked as such. The Vendor shall maintain all such materials in good order and condition subject, in the case of tooling, patterns and the like, to fair wear and tear. The Vendor shall use such materials solely in connection with the Order. Material reconciliation, in consultation with SIL, shall be performed before completion of order, surplus materials, if any, shall be returned to the SIL or disposed of at the SIL's discretion. Waste of such materials arising from bad workmanship or negligence of the Vendor shall be made good at the Vendor's expense. | | | |
| 24.2. The Vendor is responsible for the safe custody of the free-issue materials and for their full and adequate insurance whilst they are in their possession. SIL reserves the right to remove the free-issue materials from the Vendor’s custody, any time, without assigning any reason, if the job progress is not found satisfactory or the materials are not being used in a way as it was intended or not being used for the order for which it is meant to be. The Vendor is not entitled to set off or hold the free issues materials against any payment due to Vendor. | | | |
| 24.3. The Supplier shall submit requisite BG/Indemnity Bond, as per terms of the Purchase Order, in Purchaser’s format in respect of the parts and other items issued free by the Purchaser to the Supplier. | | | |

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| **25. Risk Purchase** | | | |
| 25.1. In case, delivery of material is not made within the stipulated schedule, the Purchaser reserves the right to cancel the Contract for balance quantity which has not been delivered and purchase the balance quantity from any other source at the risk and cost of the supplier and recover the cost that would be incurred extra by the Purchaser from the seller. | | | |
| 25.2. In case, the already delivered material can not be put to intended use in absence of the undelivered material, Purchaser shall have the liberty to buy the entire quantity from any other source at the risk and cost of supplier. The additional cost incurred in purchasing the said material from new source, will be recovered from the supplier besides recovering cost of material, which has been delivered, by the supplier and consequential losses incurred by the buyer due to non-supply of balance quantity in time, will also be recovered. However, such risk Purchase article shall not be apply to any part of extension, which would be granted by the Purchase under force majeure clause. | | | |
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| **26. Part Order/ Repeat Order** | | | |
| 26.1. Vendor hereby agrees to accept part order at Owners option without any limitation whatsoever and also accept repeat order(s) during a period of twelve months from the date of original purchase order on same unit prices, terms and conditions. | | | |
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| **27. Documentation** | | | |
| 27.1. All Enquiries and Orders will include Documentation Data Sheets, and these must be complied with in the execution of the Order and the supply of Documentation. | | | |
| 27.2. The Supplier shall supply such information, manuals, drawings and specifications as the Purchaser may reasonably require or need for the proper and safe use (including maintenance) of the goods. The Supplier shall also supply such information as the Purchaser may reasonably require on any functional or quality assurance tests carried out by or on behalf of the Supplier. | | | |
| 27.3. NB: Documentation is important and is regarded as an Order Item. Failure to supply all the Documentation would result into withholding of certain amount limited to 5-10% on case to case basis from the invoices due for payment. | | | |
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| **28. Lubrication** | | | |
| 28.1. Any special requirements for lubrication to meet the operating and/or climatic conditions are to be specified in the Quotation. First fill of lubricant required for Equipment to be supplied with equipment and cost of which shall be included in the equipment cost. | | | |
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| **29. Units of Measure** | | | |
| 29.1. All documents shall be in the English language and all units of measurement, including instrument readouts, shall be in the Metric Standard except for pipe sizes and flange ratings, which shall follow ANSI standards. | | | |
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| **30. Marking Of Hazardous Goods** | | | |
| 30.1. Hazardous goods must be marked by the Vendor with international danger symbol(s) and display the name of the material in English and local language as applicable. Vendor to verify with the purchaser about the applicability of local language. Transport and other documents must include declaration of the hazard and name of the material in English and local language. Goods must be accompanied by emergency information in English and local language in the form of written instruction, labels, or markings. | | | |
| 30.2. All information held by, or reasonably available to the Supplier regarding any potential hazards known or believed to exist in the transport, receipt, handling, use or possession of the Goods shall be promptly communicated to the Purchaser in writing, both prior to delivery of the Goods and with delivery of the Goods. This obligation shall expressly extend to information coming into the Suppliers possession after delivery for a period, as may be required under statutory regulations. | | | |
| 30.3. Supplier shall comply in particular with all such provisions relating to any hazards to health and/or safety which may arise out of the receipt, handling, use or possession of the Goods and ensure that the staff and labour he employs are competent to undertake the work for which they are employed. | | | |
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| **31. Waiver:** | | | |
| 31.1. Any failure by the Company to insist upon strict performance of any term or to exercise any option under the Order, regardless of the duration of such failure, shall not be construed as a waiver of any promise or option, and such terms shall remain in full force and effect. No failure or delay by either Party in exercising its rights under the Order (including, but not limited to, the right to require performance of any provision) shall be deemed a waiver of those rights unless expressly waived in writing by the Party waiving its right. | | | |
| 31.2. Notwithstanding anything to the contrary in the Order, the Company’s receipt of any materials or services with knowledge of any breach of the terms or conditions of the Order shall not constitute a waiver of such breach. No waiver of any breach by the Company or Vendor shall be effective unless made in writing and agreed mutually, signed by the Company or Vendor, as applicable. Furthermore, no waiver of any terms or conditions shall be deemed a waiver of any future breaches of the same or similar terms or conditions, unless such waiver, modification, or amendment is made in writing and signed by both Parties. | | | |
| **32. Subletting and Assignment:** | | | |
| 32.1. The Vendor shall not sublet, transfer or assign any part of the Order, except for arrangements related to shipment, without the prior written consent of the Company. But any such consent of the Company towards subcontracting, transfer, or assignment shall not relieve the Vendor from its obligations, duties, or responsibilities under the Order. Any subcontracting, transfer or assignment made without the prior written approval of the Company shall be deemed to be voidable and rejected. The Company shall, by written information to the Vendor, can assign the Order in connection with a merger, acquisition, reorganization, or similar transaction, or to any of its affiliate or associate companies and Vendor shall honour its obligations under the Order to such assignee. | | | |

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| **33. Limitation of Liability:** | | | |
| 33.1. Notwithstanding anything hereinabove or under law of Tort/civil damages, neither party shall have any claim/damages/ indirect, special, punitive, consequential, exemplary, or incidental damages, including but not limited to damages for against other due to loss of business and profit. However, this limitation liability shall not be applicable in the event of any incident of gross negligence and misconduct by the Party. | | | |
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| **34. Changes, Work Suspension, Termination and Cancellation:** | | | |
| 34.1. The Vendor is not authorized to make changes in the drawings, specifications, configurations, schedules and requirements provide by the Company and/or approved by the Company, relating to the Order, without first obtaining the companies written approval from an authorized company procurement representative before any change is implemented by the Vendor or any of Vendors supplier. | | | |
| 34.2. The Company may, at any time and in writing, without notice to sureties or assignees, direct the Vendor to: | | | |
| 34.2.1. Suspend, delay, interrupt, or terminate all or part of the services or goods under the Order; or, | | | |
| 34.2.2. Make changes within the general scope of the Order. If such direction results in increased or decreased costs or time, an equitable adjustment shall be negotiated in price or delivery schedule, and the Order shall be amended accordingly. Price adjustments will be based solely on direct costs, excluding lost profits or overhead. Any claim for adjustment must be submitted in writing within 30 days of the Company’s notification, or it shall be waived. The Vendor shall proceed with the Order as amended, whether or not a claim is made. For any adjustment claim, the Vendor shall provide cost data as required by the Company, which may be verified by an independent certified Chartered Accountant. If the Vendor claims costs for obsolete or excess property, the Company shall determine the disposition of such property; or, | | | |
| 34.2.3. The Company’s personnel may provide technical assistance or exchange information with the Vendor, but such actions do not waive the Vendor’s obligations or the Company’s rights. Any valid waiver must be in writing and signed by an authorized representative of the Company. | | | |
| 34.3. The Company reserves the right to cancel and terminate the Order in part or full by serving 30 (thirty) days’ prior notice, in the event: | | | |
| 34.3.1. Any fundamental breach of the provision of the Order and fails to perform its obligations hereunder in a manner that jeopardizes the performance in accordance with its terms. If such breach is reasonably capable of being cured within 30 (thirty) days, the Vendor fails to cure the breach within 30 (thirty) days after receiving the prior written notice from the Company; or, | | | |
| 34.3.2. The Vendor becomes bankrupt or goes into liquidation; or, | | | |
| 34.3.3. The Vendor makes general assignment for the benefit of the creditors; or, | | | |
| 34.3.4. If the Vendor commits breach of the timelines stipulated in the Order; or, | | | |
| 34.3.5. Any Receiver is appointed for the property owned by the Vendor and thereby the Vendor unable to complete its supply/services; or, | | | |
| 34.3.6. The Vendor without reasonable justification abandons the supply/services beyond 30 (thirty) days continuously, not fulfilling its obligations under the Order. | | | |

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| **35. Indemnification:** | | | |
| 35.1. The Vendor hereby accepts full responsibility and agrees to indemnify and hold harmless the Company, its directors, employees, agents, successors, and assigns from any and all claims, losses, damages, liabilities, costs, or expenses (including attorneys' fees) arising from any act of omission or commission by the Vendor, its agents, subcontractors, or employees in the performance of the Order. The Vendor further agrees to defend and indemnify the Company and hold the Company harmless from any and all claims, suits, judgments, demands, or other legal actions arising from any occurrence, including but not limited to property damage, personal injury, or death, in connection with the execution of the work or services under the Order. The Vendor shall maintain adequate public liability, property damage, employers’ liability, workers' compensation, and product liability insurance to protect the Company from any risks associated with the performance of the Order as outlined above. | | | |
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| **36. Confidentiality and Data Privacy:** | | | |
| 36.1. Confidentiality: The Vendor acknowledges and agrees that any information provided by the Company, whether in written form or obtained through examination of any property furnished by the Company (regardless of whether such information is marked as confidential or proprietary), shall be deemed confidential and proprietary to the Company. The Vendor shall not, except as necessary for the performance of the Order, copy, use, or disclose any such information to any third party (including any affiliate of the Vendor) without the prior written consent of SIL. Upon completion of the work under the Order, the Vendor shall promptly return all such confidential or proprietary information to SIL or with the direction and consent of SIL it may destroy all the confidential information under its possession and intimate SIL in the form of Affidavit. | | | |
| 36.2. Data Privacy: Both Parties shall comply with all applicable laws and regulations pertaining to data protection, including, where relevant, the General Data Protection Regulation (“GDPR”) and the Indian Information Technology Act, including any amendments thereof. | | | |
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| **37. Variation:** | | | |
| 37.1. Any variation or amendment to the provisions of the Order shall be null and void, unless reduced to writing and duly executed by the respective authorized representative of the Parties to the Order. | | | |
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| **38. Force Majeure:** | | | |
| 38.1. Force Majeure means any circumstances beyond the reasonable control of the Parties to the Order, which substantially affects the performance of the Order, including without limitation: | | | |
| 38.1.1. Natural phenomena including but not limited to floors, droughts, fire, earthquakes, pandemics and epidemics such as covid, storms and lightning substantially affecting work; or, | | | |
| 38.1.2. Act of any Government, including but not limited to war declared or undeclared, priorities, quarantines, embargoes, nationalization, confiscation; or, | | | |
| 38.1.3. Accidents such as fire and explosions affecting the performance under the Order; or, | | | |
| 38.1.4. Strikes or industrial disputes (which are not limited to or affecting a party or it's sub- vendor) and sabotage; or, | | | |
| 38.1.5. Riots, civil commotion, insurrection, act of terrorism, belligerence, hostilities, revolution. | | | |

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| 38.2. Either Party shall within a period of 15 (fifteen) days of occurrence of any Force Majeure events as described herein above shall cause to notify the other Party in writing on the foreseeable extent of the non-performance of obligations under the Order. | | | |
| 38.3. If Force Majeure applies at any time prior to the Scheduled Completion Period, the Parties shall meet to discuss a revised schedule for the completion of the Order. | | | |
| 38.4. The Parties hereto shall consult with each other and take all reasonable steps to minimize the losses of either party resulting from Force Majeure. In case of strikes or lockout, the Vendor, shall as soon as possible, give written notice thereof to the Company , but the Vendor shall nevertheless constantly endeavored to prevent delay and shall do all that may reasonably be required to the satisfaction of the Company to proceed with the Works. | | | |
| 38.5. Either party claiming Force Majeure to avoid any obligation under the Order shall prove the existence of the same to the satisfaction of the other party, failing which no relief shall be given. | | | |
| 38.6. If the Force Majeure event or its effects continue beyond the period of two (2) months consecutively, either Party shall have the right to cause termination of this agreement. In such an event this agreement shall terminate on date of expiry of such termination notice. Upon such termination, each Party shall be relieved from their respective obligations, except for obligations for the delivery of material already manufactured and payment of monetary sums which arose prior to the event of Force Majeure event. | | | |
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| **39. Governing Law, Language, Jurisdiction and Dispute Resolution** | | | |
| 39.1. **Governing Law:** The Order shall be governed by and construed in accordance with the laws of India. | | | |
| 39.2. **Language:** If the Order or these General Terms and Conditions is translated into any language other than English, the version in English language shall prevail to the extent of any inconsistency. Any notice or communication or any other document given under the Order shall be in the English language. | | | |
| 39.3. **Jurisdiction:** All disputes arising out of or in connection with the Order, that cannot be referred to arbitration, including without limitation, the constitution of an arbitral tribunal, or enforcement of arbitration award, shall be subject to the exclusive jurisdiction of the courts of Delhi only. | | | |
| 39.4. **Dispute Resolution:** Any disputes, differences, controversy or claims arising out of or in connection with the Order, including without limitation, any breach, termination or validity thereof (“Dispute”) shall be subject to the following provisions: | | | |
| 39.4.1. **Negotiation:** In the event of any Dispute, the Parties shall attempt in good faith to resolve such Dispute through negotiations. Either Party shall initiate such negotiations by providing written notice to the other Party, detailing the nature of the Dispute. The Parties shall engage in such negotiation for a period of no less than 30 (thirty) days from the date of receipt of such notice by the other Party. | | | |
| 39.4.2. **Mediation:** If the Dispute has not been resolved by negotiation within the stipulated 30 (thirty) days, either Party may refer the Dispute to mediation. The mediation shall be conducted in accordance with the provisions of the Mediation Act, 2023, and the Parties shall mutually agree on a Mediator. In the event the Parties cannot agree on a mediator within 10 (ten) Business Days of the referral, the Mediator shall be appointed under the provisions of the Mediation Act, 2023. The venue of mediation shall be Delhi, and the language shall be English. The Mediator so appointed shall dispose of the Dispute within a period of 60 (sixty) days from the date of appointment of mediator or any other number of days as may be decided by the mediator with the consent of the Parties to the Order. | | | |
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| 39.4.3. **Arbitration:** If the Dispute is not resolved through mediation, the Dispute shall be finally resolved through arbitration of a Sole Arbitrator appointed by the mutual consent of the Parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules thereto (as may be amended from time to time). The venue and seat of the arbitration shall be Delhi only, and the language of the arbitration shall be English only. The arbitration award shall be final and binding upon the Parties. | | | |
| 39.4.4. **Costs:** Each Party shall bear its own costs and expenses incurred in connection with the Dispute resolution process, including legal fees, unless otherwise awarded by the Mediator or Sole Arbitrator in accordance with the applicable laws. The costs of the Mediator and/or the Sole Arbitrator and any other administrative fees associated with mediation and/or arbitration shall be shared equally by the Parties unless otherwise determined by the Mediator or Sole Arbitrator, as the case may be. | | | |
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| **40. Severability:** | | | |
| 40.1. If any provision/s of the Order is found to be wholly or partially invalid or becomes invalid in the future, the validity of the remaining provisions shall remain unaffected. To the extent permitted by law, the invalid provision/s shall be replaced by applicable legal regulations that most closely align with the intent and purpose of the Order, as if the Parties had considered such replacement at the time of entering into the Order. | | | |
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| **41. Survival:** | | | |
| 41.1. Except as otherwise specifically provided herein, termination or expiry of the Order for any reasons shall not release any Party to the Order from any obligations under the Order. The rights and obligations, including, but not limited to compliance with law, confidentiality, indemnity, dispute resolution, payment obligations, warranties and representations, and governing law and jurisdiction, as applicable, shall survive and remain enforceable beyond the expiration or earlier termination, as the case may be, of the Order. | | | |
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| **42. Notices** | | | |
| 42.1. Any notice, consent or other communication authorized or required to be given hereunder or for the purpose hereof shall be in writing and shall be deemed to be duly given if given by any of the following means: by hand delivery in person, by e-mail (deemed immediate receipt subject to proof of good transmission) or by prepaid recorded delivery mail (deemed receipt 48 hours after posting) addressed to the authorized representative of the party concerned at the address specified in the Order or the Supplier's acceptance or at some other address as he may have nominated in writing. | | | |
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| **43. General** | | | |
| 43.1. In case of any contradictions in documents given with the Order, following will be order of precedence of documents: | | | |
| 43.1.1. Purchase Order | | | |
| 43.1.2. Special Instructions to Bidder | | | |
| 43.1.3. General conditions of Purchase | | | |
| 43.1.4. Purchase requisition | | | |

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| 43.1.5. Specifications / drawings | | | |
| 43.1.6. Material Requisition | | | |
| 43.2. Any claims for compensation of the parties for production loss or loss of profit are excluded. | | | |
| 43.3. Any amendments or additions to this Purchase Order are valid only if the same are in writing and signed by the parties as amendments. | | | |
| 43.4. By signing this Purchase Order, the previous correspondence between the parties is not relevant. | | | |