

ANNEXURE (S)

GENERAL TERMS AND CONDITIONS

- 1) **GST:-** GST registration number must be quoted on the bill; otherwise purchase tax will be levied.
- 2) **DELIVERY:-** The time being essence of the contract, the supplier should strictly adhere to the delivery period as per schedule 'A'. The delivery will be deemed to have been completed on the date of R.R. / on the date of receipt of material at stores in case of door delivery. A postal transit period of 7 days will be allowed from the date of issue of order.
- 3) **PENALTY FOR LATE DELIVERY:** - In case the materials are not delivered in time, the supplier shall be liable to pay penalty @ ½ % of the price per week delayed, or part thereof, subject to a maximum of 10% reckoned on the contract value of such complete portion or section of the plant, equipment or material including the portion supplied which could not be brought in to commission due to any part thereof not being delivered in time. The penalty will be levied subject to **force majors'** conditions, for which documentary evidence will have to be produced to the satisfaction of the competent authority of the Board. In the event of failure to supply, our Company may purchase the ordered materials at the cost & risk of the supplier in the open market.
- 4) **SPECIFICATIONS:-** The materials offered should strictly conform to the specifications. Wherever asked for, the necessary test certificates must accompany the consignment. If necessary, the material will be tested before / after delivery to ensure that it conforms to the specifications. If the same is not conforming, then the whole lot will be liable for rejection.
- 5) **PAYMENT OF BILLS:** - Suppliers will be paid 100% payment of the contract price along with 100% taxes as applicable of each consignment by A./c. payee cheques against delivery. The bill should be submitted to this office in triplicate, accompanied by the S.R. Note of Consignee, test certificates (if any), and advance stamp receipt.
- 6) **INSURANCE:** - In all cases the insurance shall be affected by you with Government Insurance Fund for the total value of the order plus 10% to cover freight, Sales Tax and other incidental charges.
- 7) **CONSIGNEE:** - Ex. Engineer, MSETCL, EHV O&M Division, Sangli.
- 8) You will be deemed to be fully aware of the Company's General conditions of contract for the supply of plant, equipment and material particularly in respect of Security Deposits, terms of payment, penalty for later delivery etc. And any ignorance of these conditions will not exempt you from your liability to abide by the same. Copies are available in the Company's Office.
- 9) Material Received at store should be in good condition, Party should have transport all the material at their own Risk.
- 10) **TERMINATION OF ORDER :-** Failure to execute the order in time / as per specifications, or any breach of the condition of the contract will result in termination of the contract, without prejudice to the other recourse available under the law of the land.
- 11) **JURISDICTION:-** The disputes / arbitration etc. if any, against this contract will be subject to the jurisdiction of Sangli dist. Court.

Sd/-
Executive Engineer
M.S.E.T.C.Ltd.
EHV O&M Dn. Sangli