

## General Terms and Conditions\_Supply

### Scope of supply by vendor

Design, detail drawing, manufacture, deliver, offload, List scope of supply

Should normal engineering practice require any work or material to be necessary for the proper functioning of the system / equipment, or should the proper functioning of the system / equipment require the provision of work or material that were omitted [minor in nature] from or due to inadequacies or errors in the Specification or a change or changes in the work or materials which has been described in the Specification, then Vendor shall perform all such work or supply or arrange for the supply of all such material at no cost to Dürr as if the same had been originally included or described in the contract. Such work and material to be provided pursuant to this article shall not be construed to be additional work.

Any approval, consent, instruction, comment, advice and the like given to Vendor under the Contract [ or not given, as the case may be ] by or on behalf of Dürr shall not relieve Vendor from any obligation under the Contract, unless specifically referring to a contract obligation. Vendor shall not liable for any impact of instruction that Vendor has foreseen to affect the obligation and has informed the Dürr.

Vendor must ensure that all the items supplied against this purchase order are strictly according to the specifications, drawings and samples approved by Dürr India

If there is any doubt / discrepancy in the drawings / specifications, vendor will refer the matter to Dürr India for final decision.

Vendor will be required to participate in a value engineering approach in conjunction with Dürr India.

### Scope of supply by Dürr India

[List scope of supply](#)

### Specifications

[List specifications](#)

### Drawings

[List drawings](#)

### Prohibition of materials that are incompatible with Paint

It is an express condition of this contract that Silicone / asbestos or any other substance or material that is not compatible with paint (**the "Prohibited Materials"**) is not used in any form by the vendor, its employees, agents or sub vendors in relation to this contract. Silicone / asbestos in any form should not be used during any stage of manufacture, handling, storage, packing till despatch to site.

The use of materials incompatible with paint is banned in paint shops, as they could reduce the paint finish quality considerably.

Any use of the Prohibited Materials will constitute a breach of this contract and the Vendor will be liable to indemnify Dürr India for all Losses, liabilities, claims, costs and expenses incurred directly or indirectly as a direct result of the breach or as a consequence thereof.

The samples of materials intended for use on site shall be submitted for paint compatibility tests, to the Client through Dürr India. The vendor shall be responsible for ensuring tests are carried out prior to allowing materials on site

## Change of work

Any change that is executed in the work and deviates from the approved design, if induced by the Vendor, requires Dürr's prior approval and has to be incorporated in the relevant drawings. All modifications to the work required by Dürr, unless caused by non-compliance of the work with the Contract and such non-compliance being imputable to Vendor, shall be deemed a Change of Work. Vendor is obliged to incorporate changes proposed by Dürr into the system / equipment provided such changes are realizable and that they do not jeopardize the orderly carrying out of the entire contract.

## Programme of work

As per the Detailed Time Schedule Attached.

Vendor shall furnish timing programs **no later than one weeks** after order placement. The timing plan shall show milestones for procurement, fabrication, manufacture and preparation for delivery. Dürr India shall review relevant documents furnished by vendor on weekly basis; necessary catch up plans to be made for any lag in the schedule jointly with Dürr India. The Fabrication Engineer from Dürr has the right to instruct the vendor to enlarge the man power [ work in shifts at no extra cost ] to meet the schedule, if there is no doubt that a delay will occur other wise. Change in schedule on timing programme to be certified by Dürr.

## Inspection / Expediting

The Supplier shall submit to Dürr India within 7 days from the date of LOI/PO, their QA/QC plan for approval. In addition to any inspection and certification required by statutory authorities / Dürr India / Customer or any agency appointed by customer shall have the unrestricted right:

- i) To inspect and monitor the raw material/components at Suppliers works or/and at the works of his SUB-VENDOR/SUB-CONTRACTOR.
- ii) To inspect and monitor the performance of the equipment partly or wholly, during manufacture in stages and carry out test at SUPPLIER'S works or/ and at the works of his SUB-VENDOR/ SUB-CONTRACTOR.
- iii) To inspect and monitor the progress of the work according to delivery schedule and advise the Supplier on the corrective steps to be taken care for timely delivery.
- iv) To inspect all EQUIPMENTS/GOODS/ITEM(S) ready for despatch before packing.
- v) To take part in test procedure or final test runs.
- vi) To stamp the material in case of fabricated material/component/ sub assembly/ equipment to ensure that the material is utilised for the manufacture of EQUIPMENTS/GOODS/ITEM(S).

Supplier shall inform the testing schedule at least 15 days in advance. The mode of inspection will be decided by Dürr India / Customer or any agency appointed by customer

Dürr India / Customer or any agency appointed by customer shall have the right to demand re-testing at a lab of their choice.

Each test certificate shall be approved by the representative of the Dürr India / Customer or any agency appointed by customer, as the case may be.

Each test certificate shall contain wherever required:

- Conformity with Statutory Regulation / Stipulations or provisions
- Acceptance by statutory authorities.
- Material Test Certificate at the time of material identifications. In case material test certificate cannot be produced, the material shall be tested in a reputed laboratory at Supplier's cost for fabricated equipment and material test certificate shall then be produced.
- Performance test curves/graphs/charts and certificates for moving equipments.
- Pressure/ hydro test certificates.
- Special certificates if any.

The Supplier shall submit approved test certificate(s) in Original plus two copies at the time of handing over/despatch the equipment.

Dürr India / Customer or any agency appointed by customer shall have the unrestricted right to visit Supplier's works or/ and at the works of his SUB-VENDOR/ SUB-CONTRACTOR during normal working hours until the completion of the Purchase Order. Such inspection doesn't relieve the SUPPLIER from his guarantee inclusive of performance guarantee of the EQUIPMENTS/GOODS/ITEM(S) and machinery and/or responsibilities of delivering the EQUIPMENTS/GOODS/ITEM(S) within the delivery period strictly as per the conditions stipulated in the LOI/PURCHASE ORDER specifications.

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The Supplier shall not despatch the EQUIPMENTS/GOODS/ ITEM(S) unless inspection is made or waived in writing by Dürr India.

Without prejudice to the above, all inspection will be with respect to the standards and/or codes mentioned in the Purchase Order and/or Technical specification or the drawings.

Vendor should get prior clearance of Dürr India for outsourcing or sub-contacting any of the work. Dürr India / Customer or any agency appointed by customer shall have the right to inspect OR to appoint another qualified inspector to inspect the equipment during the manufacture, packing and transporting of the same. The vendor shall give Dürr India two weeks prior notice for any inspection or testing.

Following delivery of the equipment, Dürr India shall make a visual inspection at site immediately and intimate vendor of the transit damages, if any. Items found defective shall be rectified / replaced Free of cost by vendor including Statutory / handling charges. Materials subsequently found defective shall also be replaced free of cost by the vendor within the contractual time.

In the event the vendor does not rectify / replace the defective ones with in the stipulated period, then Dürr India may at its option rectify / replace at vendor's expense.

## Packing & Marking

All packing, boxing, crating or cartage shall conform to the specifications or requirements detailed in respective Technical Specifications/ Purchase Order. If the same is not separately not specified in the specification / Purchase Order, packing shall be made to suit the requirement of rail/road/air/sea transport. The Supplier shall be held responsible for damage or breakage to the goods, due to defective or insufficient packing and protection and liable for making good the losses/damages.

All the spares(both commissioning, if any, and maintenance spares) and tools & tackles shall be packed SEPARATELY in boxes, crates etc and these packages must be marked prominently on all four sides by the symbol SPARE/TOOLS. Invoice and packing list should be made separately for the spares and tools.

Packing of the EQUIPMENT /GOODS/ITEM(S) or in case it is despatched unpacked, EQUIPMENT /GOODS/ITEM(S) itself, shall be marked with distinctive letters in weather proof paints at the space made available.

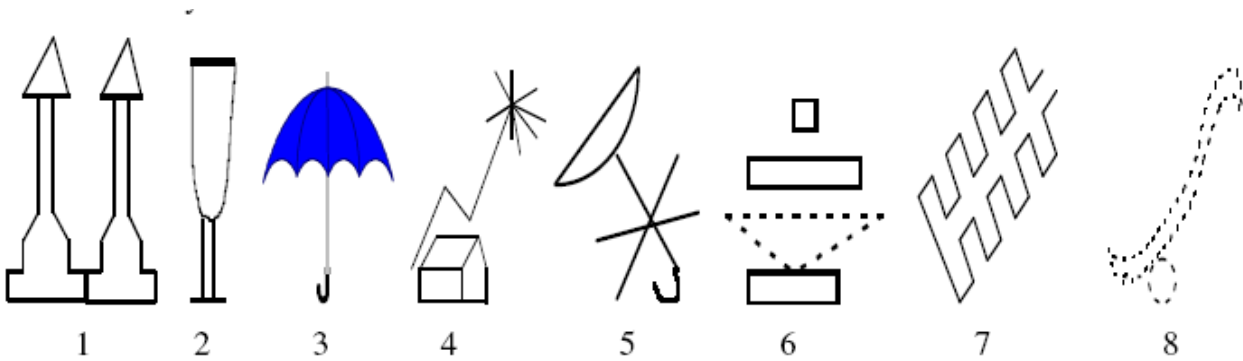
All fragile and all exposed parts will be packed with care and the packages shall bear the words" HANDLE WITH CARE" in English language. All pipes and all sheets shall be marked with stripes bearing progressive number.

On three sides of the package, the following shall appear, clearly visible and in indelible paint and on Supplier's care and expense.

- Company's name and address
- PURCHASE ORDER/CONTRACT No.
- Item Description
- Net Weight
- Gross Weight
- Case No                      of                      Total Cases
- Dimension

For every PURCHASE ORDER and every equipment, packages must be marked with serial progressive numbering. All packages that require special handling and transport should have their centres of gravity and points at which they may be gripped clearly indicated and marked. ATTENTION SPECIAL LOAD-HANDLE WITH CARE- in English language.

Equipment in packed conditions which require special attention during transportation should be marked with the relevant symbols which are universal.



1. This side up
2. Fragile
3. To be protected from rain
4. To be protected from heat
5. No claws( No manual hooks)
6. Top heavy
7. To be fastened here
8. Lift by roller here

Specifying Sling Marks on packages weighing one ton and above is a MUST.

Each case should be marked clearly with an arrow mark showing upside down on all four sides and should also be written "UP" in English. The packing list should be put in a weather proof cover and should be kept inside each case in an accessible position. Each invoice should accompany with a packing list showing clearly the contents of each case.

It is understood that as a normal convention, in case of FOT/FOR nearest despatch Road/Railway station, packing and forwarding charges are included in Supplier's price and packing shall be provided in accordance with PURCHASE ORDER specifications. In case of "Delivery free at site" basis the price shall include packing & forwarding and transportation charges from the Supplier's shop to the project site on door delivery basis.

## Delivery

Unless otherwise agreed mutually, equipment shall be supplied to site according to the Time Schedule discussed and annexed.

The materials shall be supplied in a sequential manner, according to the agreement in the PO / Subsequent discussions, with all fittings and accessories to enable installation at site. The day of arrival of items at site shall be construed as the delivery of the relevant equipment.

Vendor shall intimate Dürr India about the date and time of the expected deliveries sufficiently in advance. In case the vendor revises the agreed preliminary delivery schedule, the same shall be informed to Dürr India not less than 15 days before dispatch of each consignment.

Following delivery of the equipment, Dürr India shall make a visual inspection at site immediately and intimate the vendor of the transit damages, if any.

## Insurance

The Insurance shall be arranged by Dürr India. For this purpose, vendor shall fax Dürr India the particulars immediately after despatch of materials.

## Taxes and duties

GST levied from time to time by the statutory authorities shall be paid by Dürr India at actual, as applicable at the time of delivery, within India only. Ensure that correct PLACE OF SUPPLY as determined accordance with GST Law is provided in all Invoices. Invoice format/Details should be 100% as per GST Compliance. All Relevant Data required for GST must be captured.

HSN Codes should be mentioned in all invoices without fail.

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## Liquidated Damages for late delivery

Failure to comply with the delivery dates mentioned in the purchase order shall entitle Dürr India to recover from the vendor as a pre-estimate of liquidated damages from the first week an amount to be levied at zero point five percent per week to a maximum of five percent [0.5% to 5%] on the total P.O Value

In case the Vendor is delayed for a period longer than 2 weeks, the Dürr shall have the right to withdraw the undelivered portion from the vendor and come to a new contract with a Vendor of Dürr's choice. In case any additional cost arise from such new contract, the Dürr shall have the right to charge such additional costs from the vendor on cost basis.

If the delay by vendor results in ultimate delay by Dürr or other vendors, claim for the same will be worked out and the same will be deducted from the invoices at the time of final payment or a separate debit note will be issued by Dürr.

## Force Majeure

Force Majeure shall consist of any of the following events in so far as such events are beyond control of the parties hereto: war, blockade, lockout, and requirement of commotion, riot and sabotage, requirements of government, earthquake, tidal wave, typhoon, storm, fire, explosion, flood or condition of similar nature.

Should any event or circumstances of Force Majeure arise which affects the vendor's ability to perform its obligation, then the delivery dates stipulated shall be extended by a period of time equal to the duration of said Force Majeure.

## Arbitration

Any matter not provided herein and any claim or dispute arising shall be solved mutually; but in case of failure, the matter shall be submitted to and settled by arbitration in Chennai, India in accordance with the Laws of India and Laws of Tamil Nadu.

## Breach of contract

In the event of any breach of this contract on your part, you have agreed to compensate Dürr India in such a manner as may be reasonably determined.

Non- acceptance of this order shall be conveyed to Dürr India with in TEN days of receipt by you, failing which unconditional acceptance thereof has been agreed by you to be conclusive.

## Discontinuation

Dürr has the right at any time, for any reason and at its absolute discretion, to discontinue the CONTRACT subject to prior notification.

## Termination of Contract

1. In addition to any contractual or statutory rights of termination or rescission, DÜRR has the right to terminate the contract or parts of it at any time including but not limited to cases of payment problems, insolvency or bankruptcy of the Customer or termination or rescission by the Customer

2. In the event of a termination pursuant to sub-section 1 of this section the products/services delivered by the Supplier up to that time has been performed in compliance with this contract must be remunerated provided that the ownership in it is being transferred by the Supplier without undue delay. The Supplier shall receive compensation for the unavoidable, necessary expenses for the part of the scope of delivery which has not been delivered yet. Any other claims of DÜRR against the Supplier are not affected by this provision.

## CE Mark Statement

Wherever applicable, all machinery to comply with CE regulations, be CE marked when appropriate and provided with a Certificate of Conformity/Declaration of Incorporation.

## Rejection, Removal of Rejected Goods and Replacement

In case the testing and inspection at any stage by inspectors reveal that the equipment, materials and workmanship do not comply with specifications and requirements of the Purchase Order the same shall be deemed to have been rejected and shall be removed by the SUPPLIER at their /its own expense and risk within the time allowed by Dürr India / Customer. Dürr India / Customer shall be at liberty to dispose of such rejected goods in such a manner as he may think appropriate, in the event of

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the SUPPLIER failing to remove the rejected goods within the period as aforesaid and all expenses incurred by the Dürr India / Customer for such disposal shall be to the account of the Supplier. The freight paid by Dürr India / Customer or any agency appointed by customer, if any, on the inward journey of the rejected materials shall be reimbursed by the Supplier to Dürr India / Customer or any agency appointed by customer before the rejected materials are removed the Supplier

The Supplier shall proceed with the replacement of that rejected EQUIPMENT/GOODS/ITEM(S), or part of it so required by Dürr India, at the Supplier's cost.

The time taken for replacement in such event will not be added to the contractual delivery period and other obligations.

## Documentation

The Supplier is required to submit drawings, documents etc as per the PURCHASE ORDER specifications. In case no instructions are given in the PURCHASE ORDER specifications, the following are applicable:

### Initial/ Progressive Documents

SUPPLIER is required to submit within 15 days from the effective date of the PURCHASE ORDER, 6 sets of the following drawings/documents, whichever is applicable, for the Dürr India / Customer or any agency appointed by customer approval.

- Data Sheets
- Design calculations
- General Arrangement(GA) drawings/ cross sectional drawings
- Foundation drawings
- Control valve sizing calculations / Instrumentation details
- Wiring Diagrams
- Piping drawings (Isometrics)
- Welding procedure
- QA/QC plan
- Activity Schedule-Bar Chart
- Any other document specified by CONSULTANT

All data together with relevant data sheets duly filled in by the SUPPLIER against cross(x) mark(s) shall be submitted to the Dürr India / Customer or any agency appointed by customer

Activity schedule-Bar Chart shall show the start and finish dates of various activities forming part of the execution of the PURCHASE ORDER and identifying the delivery date to this activity schedule. SUPPLIER shall update this bar chart every month showing the actual performance of the activities and if and how the delivery date has been affected thereby. Copies of updated bar chart will also be submitted to Dürr India / Customer or any agency appointed by customer for review of progress of the PURCHASE ORDER

Dürr India / Customer or any agency appointed by customer reserves the right to monitor the progress against the above schedule and insist on the SUPPLIER to take whatever corrective action necessary whenever the progress is behind schedule.

The first submission of the drawings etc should be complete in all respects to avoid delay arising out of resubmission.

### FINAL AS-BUILT DOCUMENTS

The SUPPLIER shall submit the following FINAL, ASBUILT documents and such other necessary documents to the Dürr India / Customer or any agency appointed by customer prior to despatch of EQUIPMENT/GOODS/ITEM(S).

- Six sets of prints, one set of reproducible & one set of soft copy in floppy disc, of all in 'Final-As built' drawings/diagrams.
- One set of Original plus five sets of copies of all test certificates / inspection records etc. including for all materials purchased by the SUPPLIER One set of Original IBR certificates plus five copies.
- Six sets of unpriced SUB-ORDER(S) / SUB-CONTRACTOR(S) with complete technical details.
- Six sets of spare parts catalogue, including that for SUB-VENDOR /SUB-CONTRACTOR'S items.
- Six sets of operational and maintenance manual

### **Manuals – Electronic & Hard copy**

All necessary documentation shall be included viz., installation, commissioning, operating & maintenance manuals and sent to Dürr India ,Chennai.

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**Electronic** Manuals must be supplied in one of the following formats ( in order of preference ) :-

1. Adobe Acrobat \*.pdf file complete with Index.
2. Microsoft Office documents.
3. Scanned images ( \*.tif Group 4 ).

- ◆ All documentation should be supplied without any protection.
- ◆ All documents must be licensed such that Dürr India may reuse and integrate them without restriction.
- ◆ Electronic manuals to be supplied on CDROM format.  
1 copy as English.

Unless addition copies are stated over or on main order or enquiry

**Hard Copy** must be supplied in Hard Copy on A4 pages and loose bound.

1 copy as English.

Unless addition copies are stated over or on main order or enquiry

- ◆ All documents must allow Dürr India to publish to either their staff and / or the final Customer or any agency appointed by customer without breaking any copyright.
- ◆ Manual contents must include items listed under 'contents'.
- ◆ Major vendors manuals should have a layout similar to 'section titles'
- ◆ Documentation must be supplied at the same time as goods are delivered to site and therefore before commissioning (excluding final commissioning data).
- ◆ Any specific installation or commissioning information must be sent direct to site in 'paper' format, for the attention of the Dürr India Site Manager, in addition to the copies that are sent to office
- ◆ Documentation is part of the scope of supply, failure to deliver on time will cause invoice payments to be delayed.

## Manual Contents

No	Section Title	Contents	<input type="checkbox"/> req'd	if
1	Safety	Safety Instructions	<input type="checkbox"/>	
		List of refs to sub-vendors statements	<input type="checkbox"/>	
2	Functional Specification	Equipment Description, Scope of supply or Data sheets	<input type="checkbox"/>	
		Operating Instructions	<input type="checkbox"/>	
		Risk Assessments (Operational)	<input type="checkbox"/>	
3	Fault Finding	Alarm Listing	<input type="checkbox"/>	
		List of possible faults, causes and actions	<input type="checkbox"/>	
		List or refs to sub-vendors statements	<input type="checkbox"/>	
4	Maintenance	Maintenance Instructions	<input type="checkbox"/>	
		Preventative Maintenance Schedule	<input type="checkbox"/>	
		R&M Data as required and contained within the End Users R&M Specification. Including but not limited to: <ul style="list-style-type: none"> <li>◆ FMEA's</li> <li>◆ Life Cycle Cost Analysis</li> <li>◆ Top Ten Problems and Resolutions</li> </ul>	<input type="checkbox"/>	
5	Spares	Recommended Spares List for 2 years operation	<input type="checkbox"/>	
6	Certificates	Performance Test Certificates	<input type="checkbox"/>	
		Performance Curves	<input type="checkbox"/>	
		Safety Certificates	<input type="checkbox"/>	
		CE Documents	<input type="checkbox"/>	
7	Commissioning	Data – Final settings of plant operation	<input type="checkbox"/>	
8	Drawings & Schedules	Arrangement Drawings	<input type="checkbox"/>	
		Schematic Drawings	<input type="checkbox"/>	

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			Schedules	<input type="checkbox"/>	
			Calculations	<input type="checkbox"/>	
			Software	<input type="checkbox"/>	
9	Proprietary Equipment		Vendors manuals	<input type="checkbox"/>	
	<b>Electronic copies</b>		Qty = 1 Set	<input checked="" type="checkbox"/>	
	Hard Copies		Qty = 3 Sets	<input checked="" type="checkbox"/>	

## Price

Price accepted by the company shall remain firm till execution of the entire Purchase Order and are not subject to the any escalation until the Purchase Order is fully executed, unless otherwise agreed in writing by Dürr India, notwithstanding any change in the cost of materials and / or of labour and/ or any other cost element, which may take place, while this Purchase Order is being executed and notwithstanding that the delivery period stipulated in the purchase order is extended any reason whatsoever. The price basis shall be inclusive of packing & forwarding and transport and exclusive of insurance and applicable taxes and duties.

## Warranty

The warranty period shall be 24 months from the date of Start of Production. Tentative start of production is \_\_\_\_\_ (Will vary based on project requirements)

The system / machine parts, accessories are guaranteed against any manufacturing defects / defective material, faulty design, poor workmanship. All the repairs / replacement during this warranty period will be borne by you. During warranty period OLA Electric Technologies Pvt Ltd being the end Customer, shall have the right to enforce the warranty obligation of the vendor.

The warranty period specified shall not apply to ordinary wear and tear, accidents or indirect or consequential damages during the warranty period. The vendor shall indicate the list of wear & tear parts along with their life. Any failure of such parts before the indicated life shall be considered as pre-mature failure and the vendor shall replace the same free of cost.

An additional warranty period of six [6] months shall apply to any part of the equipment as is found defective and replaced or repaired during the initial warranty period. This additional warranty period shall commence on the date of replacement or repair. After winding of site, problem if any occurs during the warranty period, contractor to attend the same with in 48 hours of information.

## Spares

Supplier to submit the detail specification of components in the system as per Annexure#2 (Part list) attached herewith along with drawings submitted for approval on or before the inspection of system.

Commissioning spares : The vendor to ensure any necessary spares are readily available during the commissioning period to obviate potential delays to program.

## Warranty Spares :

The vendor in consultation with Dürr India shall have ready stock of critical spares to meet any breakdown during warranty. The vendor shall submit a detailed quotation of such spares to be maintained by client after the warranty period. This quotation shall be submitted by the vendor prior to commissioning valid for a period of 1-year. At the end of the warranty period Dürr India / client shall purchase these critical spares that will be required after warranty, as per the quoted prices mentioned above. Genuine commercial references and the original source must be given for those spares that have not been manufactured / modified by the vendor of equipment.

## Communication

All communication to be made in writing to Dürr India Private Limited, Purchase, Ground Floor, Prestige Polygon, 471, Anna Salai, Nandanam, Chennai – 600035.

Contacts: Technical queries : **Mr. XXXXX - xxxxx@durrindia.com**

Commercial : **Mr. XXXXX - xxxxx@durrindia.com**



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## Payment Terms

10% Advance shall be paid on receipt of order confirmation & submission of Advance Bank Guarantee for an equal amount valid until the date of receipt of last batch of material supply.

80% shall be paid on receipt at site on pro-rata, with 30 days, duly certified by Dürr India site-in-charge.

10% shall be paid after start of production against submission of a Performance Bank Guarantee, valid till the warranty period.

**Note – 1 : Performance Bank Guarantee to be submitted only after receiving clearance from PM/Purchase along with validity dates as per order conditions. Also, ensure to get the closure of order for the open quantity, if any.**

**Note – 2 : Bank Guarantee, if any to be submitted by the Supplier for advance payment, performance etc., shall be strictly as Dürr Format and accompanied by the covering letter of the issuing bank in original. The Bank Guarantee shall be executed by a Nationalized / Private Bank / Scheduled Foreign Bank only and furnished to the company in Original. In the event of any extension in the delivery period / guarantee period, the Bank Guarantee shall be suitably amended for the extended time period.**

Payment of material on this order prior to inspection shall not constitute an acceptance thereof. The payment for the goods supplied shall be made by Dürr India with 30 days from the date of receipt of invoice duly certified by Dürr India site in-charge.

The progressive payment mentioned above is subject to condition that the materials shall be supplied in a sequential manner with all necessary fittings and accessories to facilitate installation at site. If these conditions are not fulfilled, payment of progressive bills will be delayed.

All payments shall be released based on the weights mentioned in the drawings only. Your invoice shall be backed up with working indicating total weight as given in the drawings for the items cleared and certified by our site engineer.

Monthly statement to be submitted confirming dispatch of materials, clearly mentioning drawing no, drawing weight, category, invoice no & invoice date[format of statement to be mutually agreed upon by Dürr Mechanical Engineer, Dürr Operation & Vendor].

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## Dispatch documents

Vendor's invoice shall have the following supporting documents to effect payment :

- 1) Certification of acceptance by Dürr India / Customer or any agency appointed by customer on the delivery order / packing list
- 2) Copies of lorry receipt, if any
- 3) All pertinent documents to avail GST. The goods shall be despatched to **DÜRR INDIA PRIVATE LIMITED – CHENNAI** as consignee and **GST invoice shall be made in the name of Dürr India Pvt. Ltd.** If for any reason, such as improper document, **Dürr India Pvt. Ltd** is not able to claim GST input credit as per the rule, then Input Credit Amount shall be borne by the vendor.
- 4) The commercial invoice shall be made in the name of Dürr India Pvt Ltd ; invoices should be 100% GST Compliance.
- 5) Additional despatch instructions may be given separately for smooth movement of materials and acceptance at site by Customer or any agency appointed by customer shall be followed.

Note: Vendor to send copy of invoice and LR soon after dispatch of materials addressed to Purchase and Project Manager for making our sales invoice to customer. Monthly cumulative statement to be submitted to PM/Purchase to work out the remaining dispatches/balance order value.

## Delivery Instruction and Excise Chapter Heading & Description

Based on customer and customer requirements.

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Site measure, design, detail drawing, manufacture, deliver, offload, List scope of supply

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### Specifications

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### Drawings

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### Prohibition of materials that are incompatible with Paint

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### Programme of work

[As per the Detailed Time Schedule Attached.](#)

Vendor shall furnish timing programs **no later than two weeks** after order placement. Dürr India shall review relevant documents furnished by vendor on weekly basis; necessary catch up plans to be made for any lag in the schedule jointly with Dürr India. The Site Engineer / Manager from Dürr has the right to instruct the vendor to enlarge the man power [ work in shifts at no extra cost ] to meet the schedule, if there is no doubt that a delay will occur other wise. Change in schedule on timing programme to be certified by Dürr.

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The scope of supply includes providing of all necessary tools and machinery, auxiliary materials and / or consumables such as Gas, Oxygen, Glass Shields, electrodes, lights, sanding equipment, driving pulleys and similar equipment, Hoisting equipment (Fork Lifts, Cranes etc..) and any scaffolding that may be required. The Contractor, if required, shall arrange for establishment of site office for their personnel at their own cost.

While carrying out work under Dürr India Purchase Order, customer's Factory Rules must be observed in all respects. All applicable National/regional safety rules shall also be observed.

All materials in Contractor's custody shall be stored appropriately, the entire site area shall be kept in a clean and orderly condition and cleaned everyday. In case this rule is not followed Dürr India / customer will hire an agency to do this cleaning job and the entire cost shall be debited to the Contractor. The materials related to installation are handed over to you as and when they arrive at Customer factory. This materials have to kept under you safe custody and you are responsible for handing over the system after installation as per the scope of supply.

In case of any damage occurring to Customer or Dürr India property that is attributable to the Contractor, the latter shall be liable to pay compensation for the same.

Any damage occurring shall be reported immediately to Dürr India / customer's site supervisor and recorded in writing.

Insurance covering storage and erection of materials in Contractors' scope shall be arranged by Contractors only.

Extra work beyond the agreed source of supply and any modification work that may become necessary shall be invoiced at rates in compliance with this Contract while furnishing evidence of such work. However typical installation work such as openings / cutting on customer's equipment, fitting of consoles etc., are not deemed to be extra or modification work.

The work mentioned above must be defined together with Dürr India's site supervisor and submitted for approval before such work is started. The scope of work shall then be immediately written down in specific Dürr India form for this purpose, duly signed by both parties. Any further claims in this respect submitted later shall not be accepted. Invoices shall be submitted after the job is finished or at the end of the month, whichever is later. Dürr India will check that the reported cost claims are correct and will then release the payment.

Dürr India / customer shall determine the installation schedule. The daily working hours and weekly working hours and Contractor's manpower deployment schedule shall be adapted to ensure that the completion deadline as per installation schedule can be met. If required, work shall be carried out in shifts. This does not however entitle Contractor for any extra claim.

Contractor agree to carry out the installation work in a workmanlike manner in compliance with the drawings and diagrams handed over by Dürr India / customer, while observing all national / regional rules and regulations in force. Contractor shall prepare documents those are necessary for instruction of their own personnel at site, without any extra cost to Dürr India / customer. This is also deemed to be their responsibility.

Solely Dürr's site supervisor shall conduct necessary meetings and discussions with customer.

Loading and unloading of Trucks, transportation within the Factory and making the components available at the place of installation shall be Contractor's responsibility.

Whenever it is necessary due to local constraints, to remove parts by flame cutting or fit parts by welding, this can be done only after prior permission has been obtained from customer through Dürr India's site supervisor. This does not entitle Contractor for any claim of extra cost.

Dürr India will provide a site Manager during the entire installation period. Supervision by Dürr India, however does not relieve the Contractor from their full responsibility or workmanship of installation of all supplied parts.

All site facilities, including Office area, open Stores and lockable storage facilities for small material (purchased parts and stocks) and their administration shall be Contractor's responsibility and included in Contract Price. Wherever agreed, Dürr India shall provide storage facilities.

It shall be Contractor's responsibility to provide sufficient lighting during installation to prevent any accident.

Dürr India / customer reserve the right to instruct Contractor to provide additional manpower of suitable qualification in order to ensure that installation work can be completed in line with the time schedule.

# General Terms and Conditions



If during installation Dürr India / customer perceive that there is a risk of Contractor not being able to meet the agreed deadline, they reserve the right to employ additional manpower of suitable qualification in order to meet the schedule as required. The costs for such deployment shall be debited to Contractor in full. Invoices for this purpose shall be based on the time sheets, signed by both the parties daily.

Any touch-up work becoming necessary due to damages during welding at site, transportation, or similar circumstances, is deemed to be included in contract price.

After acceptance of Contractor's entire installation work by customer, they will be furnished Final Acceptance Certificate (FAC) by Dürr India / customer. However they shall be fully responsible for any defects of installation observed till warranty period, after FAC. In case any such defect comes to notice Dürr India / customer shall inform Contractor immediately and the same shall be repaired or corrected by them within the shortest period free of charge.

All drawings and planning documents those are provided to Contractor shall be deemed to be Dürr India's property. These shall not be duplicated or made available to third parties. In case this is not observed, Contractor shall be liable to damages and any infringement in this regard may give rise to prosecution.

After completion of work all drawings and documents received from Dürr India / customer shall be returned to latter's site supervisor.

Road Permit Forms / Octroi if any to the 'Returnable Materials' of vendor shall be arranged by the vendors themselves.

## Schedule

Contractor shall furnish timing programs no later than two weeks after order placement. The timing plan shall show milestones for site mobilisation, installation etc. Dürr India shall review relevant documents furnished by contractor on weekly basis; necessary catch up plans to be made for any lag in the schedule jointly with Dürr India.

## Taxes and duties

All statutory taxes & duties levied from time to time by the statutory authorities shall be paid by Dürr India at actual, as applicable at the time of delivery, within India only. TDS wherever applicable, will be deducted by Dürr.

## Liquidated Damages for late delivery

Failure to comply with the delivery dates mentioned in the purchase order shall entitle Dürr India to recover from the vendor as a pre-estimate of liquidated damages from the first week an amount to be levied at zero point Five percent per Week to a maximum of five percent [0.5% to 5%] on the total PO value.

In case the Vendor is delayed for a period longer than 2 weeks, the Dürr shall have the right to withdraw the undelivered portion from the vendor and come to a new contract with a Vendor of Dürr's choice. In case any additional cost arise from such new contract, the Dürr shall have the right to charge such additional costs from the vendor on cost basis.

If the delay by vendor results in ultimate delay by Dürr or other vendors, claim for the same will be worked out and the same will be deducted from the invoices at the time of final payment or a separate debit note will be issued by Dürr

## Force Majeure

Force Majeure shall consist of any of the following events in so far as such events are beyond control of the parties hereto: war, blockade, lockout, and requirement of commotion, riot and sabotage, requirements of government, earthquake, tidal wave, typhoon, storm, fire, explosion, flood or condition of similar nature.

Should any event or circumstances of Force Majeure arise which affects the vendor's ability to perform its obligation, then the delivery dates stipulated shall be extended by a period of time equal to the duration of said Force Majeure.

## Arbitration

Any matter not provided herein and any claim or dispute arising shall be solved mutually; but in case of failure, the matter shall be submitted to and settled by arbitration in Chennai, India in accordance with the Laws of India and Laws of Tamil Nadu.

## Breach of contract

In the event of any breach of this contract on your part, you have agreed to compensate Dürr India in such a manner as may be reasonably determined.

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# General Terms and Conditions



Non- acceptance of this order shall be conveyed to Dürr India with in TEN days of receipt by you, failing which unconditional acceptance thereof has been agreed by you to be conclusive.

## Termination of Contract

1. In addition to any contractual or statutory rights of termination or rescission, DÜRR has the right to terminate the contract or parts of it at any time including but not limited to cases of payment problems, insolvency or bankruptcy of the customer or termination or rescission by the customer.

2. In the event of a termination pursuant to sub-section 1 of this section the products/services delivered by the Supplier up to that time has been performed in compliance with this contract must be remunerated provided that the ownership in it is being transferred by the Supplier without undue delay. The Supplier shall receive compensation for the unavoidable, necessary expenses for the part of the scope of delivery which has not been delivered yet. Any other claims of DÜRR against the Supplier are not affected by this provision.

## Price

Except as otherwise agreed in writing the prices given in this order are fixed except government levies.

## Warranty

The warranty period shall be 24 months from the date of Start of Production. Tentative start of production is \_\_\_\_\_ (Will vary based on project requirements)

After winding of site, problem if any occurs during the warranty period, contractor to attend the same with in 48 hours of information.

## Commissioning assistance

Commissioning Assistance should be provided after completion of Installation work as per our requirement - only manpower and tools required.

## Working hours

The contractor shall operate a continuous working system with requisite manpower, tools & tackles and week end work as necessary in shifts. In the event the contractor having to work week end / holidays, he must inform Dürr India of the location of his crew by the preceding Week, together with crew size and expected hours of work.

If, in the judgment of Dürr India, it becomes necessary at any time to accelerate the work, the contractor when directed to do so, without cost to Dürr India, cease work at any particular point and transfer his crew to such point(s), and execute such portion of his work as may be required to enable others to hasten and properly engage and carry out their work.

Each and every contract employee will be allowed to work for a maximum of 12 hours per day. If required, work should be carried out in shifts only with different crew.

## Protection

Contractor must take all precautions to protect all Dürr India / Owner / any other contractor's buildings, equipments, materials, machinery, tools & tackles etc from damage or mistreatment. Any repairs / replacement to property found necessary and caused by the contractor shall be charged to him. It shall be contractor's responsibility to properly secure and protect all equipments in the scope of work from weather damage.

## Health and Safety

The Contractor shall supply a written method statement for all their on site activities. The Contractor shall carry out a risk assessment of the activities indicated in their method statement and submit this assessment to Dürr India prior to commencement of any works.

The Contractor will at all times ensure that their personnel are working safely.

The Contractor's personnel will only undertake tasks they are qualified to perform. Training documentation will be provided for changing abrasive wheels, erection of mobile towers, slingers / banks man, forklift, scissor lift, boom lift and first aid. When no training documents are supplied the relevant equipment will not be allowed on site.

# General Terms and Conditions



The contractor will consider all hazards indicated in the Safety Plan and those existing on site at the time, when Risk Assessments are made.

Risk Assessments must include the environment adjacent to the work area and other persons in or around the work area. Control measures must be stated in the Risk Assessment with regard to these items.

Where a control measure indicates "excluding other persons", solid barriers not tape will be used.

**Signage** : The contractor will provide and display appropriate signage such as hard hats, safety footwear, men working overhead etc.

The contractor is totally responsible for maintaining safe working practices. Where areas are left in an unsafe condition the contractor will (upon notification) rectify immediately. Should the contractor fail to comply, Dürr India will make safe at the contractors' cost.

First aid : Where the contractor has up to 5 persons on site the contractor will provide nominated firstaider. Where the contractor has more than 10 persons on site the contractor will provide a trained firstaider.

**Personal Protective Equipments** : Minimum PPE will be safety footwear, hard hats and high visibility vests.

**Safety Clearance** : For Erection & Commissioning staff or staff deputed by the supplier for supervision of erection & commissioning, following procedure must be adhered :-

- Gate passes for labours / Technicians entering into MVML Works will be issued against submission of written confirmation by the supplier that they will carry out the work as per rules and regulations of MVML as well as of Central / State Government. They will abide by safety norms specified by MVML as well as of Central / State Government.
- DÜRR / MVML will not be liable in any way for consequences arising due to non-compliance of above rule and regulations by the supplier.
- For non-compliance of terms and conditions, DÜRR / MVML Reserves the right to take action against the supplier as per the rules and regulation enforced.

## Site Cleanliness

The Contractor shall maintain the work area in safe and tidy condition. The area shall be brush cleaned daily. The Contractor will be responsible for protecting the environment from contamination generated by any of their activities. All packing materials will be removed from the owner's premises periodically during the installation, as requested by Dürr India Site Supervisors. Contractor must put separate crew for cleaning the site work area and every week 3-4 hours to be spend completely for house keeping.

## Documentation Of On-Site Delays and Extra Work

These documents shall be immediately presented to Dürr India for review and possible submittal to the owner. Acceptance by Dürr India of each document does not constitute agreement nor approvals for payment. Dürr India will not accept documents later than 48 hours from occurrence.

Agreement on variations must be in writing from the nominated responsible Dürr India engineer.

## Miscellaneous

The Contractor is to furnish any temporary supports needed to erect the material supplied. The Contractor is to furnish all bolts, nuts, washers, screws, fasteners, etc. as needed to complete their work.

The use of any internal combustion powered equipment in the plant must be approved by the Owner and Dürr India

The Contractor will clearly mark/label all equipment used to install their work with their company name to the satisfaction of Dürr India

All rights and obligations Dürr India has to the Owner, this Subcontractor shall have with Dürr India.

## Operations And Security

The Owner's security staff may patrol the construction area at intervals outside of the regular working hours. This will not relieve the contractor of their responsibilities for security under the General Conditions.

Dürr India or the Owner, will not assume responsibility for protecting the contractor's property including tools, equipment and materials and the contractor may elect to employ guards for their own protection, such guards to be employees of the same company as the guards used by the Owner.

# General Terms and Conditions



## Omissions

The omission from these specifications/scope of work, of any minor detail of constructions, installation, material or essential specialities shall not relieve the Contractor from furnishing the same, and such omissions shall not entitle the Contractor to make claims for extras on material and labour.

## Communication

All communication to be made in writing to Dürr India Private Limited, Purchase, Ground Floor, Prestige Polygon, 471, Anna Salai, Nandanam, Chennai – 600035.

Contacts: Technical queries : [Mr. XXXXX - xxxxx@durrindia.com](mailto:Mr. XXXXX - xxxxx@durrindia.com)

Commercial : [Mr. XXXXX - xxxxx@durrindia.com](mailto:Mr. XXXXX - xxxxx@durrindia.com)

## Payment Terms

10% advance shall be paid against mobilization of site, duly certified by site incharge and submission of Bank Guarantee

80% shall be paid on progressive completion of the Installation, duly certified by Dürr site-in-charge

10% shall be paid after start of production against submission of a Performance Bank Guarantee, valid till the warranty period.

**Note – 1 : Performance Bank Guarantee to be submitted only after receiving clearance from PM/Purchase along with validity dates as per order conditions. Also, ensure to get the closure of order for the open quantity, if any.**

**Note – 2 : Bank Guarantee, if any to be submitted by the Supplier for advance payment, performance etc., shall be strictly as Dürr Format and accompanied by the covering letter of the issuing bank in original. The Bank Guarantee shall be executed by a Nationalized / Private Bank / Scheduled Foreign Bank only and furnished to the company in Original. In the event of any extension in the delivery period / guarantee period, the Bank Guarantee shall be suitably amended for the extended time period.**

Payment of material on this order prior to inspection shall not constitute an acceptance thereof. The payment for the goods installed shall be made by Dürr with 30 days from the date of receipt of invoice duly certified by Dürr site in-charge. Invoice should be sent to **M/s. Dürr India Private Limited, Purchase, Ground Floor, Prestige Polygon, 471, Anna Salai, Nandanam, Chennai – 600 035**