



GENERAL CONDITIONS OF PURCHASE

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GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LIMITED

(Registered Office: P. O. Narmadanagar, District: Bharuch - 392 015)

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NOTE TO BIDDER
ITEMS WHICH DEVIATE FROM GCP SHOULD BE MARKED WITHIN ASTERISK (*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)

TENDERER'S SIGN, STAMP AND DATE:

SECTION-I INTRODUCTION

1. Introduction

Gujarat Narmada Valley Fertilizers & Chemicals Limited, a public limited company incorporated in India under the Companies Act, 1956, having its registered office at P.O. Narmadanagar, District: Bharuch - 392 015, Gujarat (hereinafter referred to as the "GNFC, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) intends to purchase products/ items/ goods/ material/ equipments/ machinery from bona fide, experienced vendor of financial standing and reputation, more specifically described in the Tender Documents (defined hereinafter) or the Purchase Order (defined hereinafter), as the case maybe, upon the terms and conditions provided therein.

SECTION-II DEFINITIONS AND INTERPRETATIONS

2. Definitions

- 2.1. The following expressions hereunder and elsewhere in the Tender Documents/Contract Documents used shall unless repugnant to the subject or context thereof have the following meanings hereunder respectively assigned to them, namely:
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| 2.1.1. | "Acceptance of Tender" shall mean the acceptance of the Tender issued by GNFC to the Vendor in writing, either by way of a letter of acceptance or a Purchase Order, issued by GNFC. |
| 2.1.2. | "Agreed Variation" shall mean the statement of Agreed Variation annexed to the Acceptance of Tender or a further amendment annexed to the Contract or an amendment to the Purchase Order forming part thereof. |
| 2.1.3. | "Contract" shall mean the totality of the agreements between GNFC and the Vendor as derived from the Contract Documents including the LOA/ Purchase Order, any amendment thereof. |
| 2.1.4. | "Contract Documents" shall include but shall not be limited to the which shall include but not limited to the Agreement, the Tender Documents, the General Conditions of Purchase, the Specifications of GNFC, the Quotations of the Tenderer, the special Conditions and Specification if any and the Purchase Orders issued by GNFC and such other agreements as may be executed between the authorised representative of the Vendor and GNFC. |
| 2.1.5. | "Defect Guarantee Period" shall mean the guarantee period for the Goods, supplied to GNFC, which unless to the contrary specified in the Specification or the Purchase Order, shall be as provided in clause 16.2. |

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	2.1.6.	"Drawings" shall mean maps, plans, tracings, drawings and prints forming part of Tender Documents in connection with the supply of Goods including any, amendments and/or modifications thereof approved in writing by the Engineer-in-Charge, to the Vendor for the purpose
	2.1.7.	"Engineer-in-Charge" shall mean the person designated as such by GNFC and shall include those who are expressly authorised by such person in writing, to act for and on its behalf for the supply of Goods.
	2.1.8.	"Force Majeure" shall mean anything outside the reasonable control of a Party including, any physical natural disaster or any other act of God, riot, war, invasion, act of foreign enemies, acts of terrorism, rebellion, insurrection of military or usurped power, lockdown, curfew, COVID-19 restrictions, epidemic, pandemic, civil war, tidal wave, forest fire, major flood, earthquake, lightening, abnormal rains, illegal strike, acts of the governmental or competent authority, change in the legal/ regulatory regime.
	2.1.9.	Goods: "Goods" means the articles, items, product, machinery, equipments, supplies, drawings, data, the other property and all services including design, delivery, installation, inspection, testing and commissioning specified or required to complete the Purchase Order.
	2.1.10.	"GCP" shall mean this General Conditions of Purchase
	2.1.11.	"Performance Bank Guarantee" shall mean the deposit as specified in Clause 9.2 of this GCP hereof and associated Clauses there under.
	2.1.12.	"Purchase Order" shall mean the purchase order issued by GNFC upon the Vendor for supply of Goods as per the terms of the Tender Documents/Contract Documents.
	2.1.13.	Purchaser: "Purchaser" means Gujarat Narmada Valley Fertilizers & Chemicals Limited (GNFC).
	2.1.14.	"Schedule of Rates" shall mean the accepted schedule of rates as provided in the Purchase Order and shall include any remuneration payable to Vendor for the supply of Goods, determined in accordance with conditions herein.
	2.1.15.	"Security Deposit" shall mean the deposit as specified in Clause 9.1 of this GCP hereof and associated Clauses there under.
	2.1.16.	"Site" shall be the place of delivery of Goods as provided in the Contract Document/Purchase Order or in any other document provided by GNFC to the Vendor, which is designated for delivery of Goods or any part thereof.
	2.1.17.	"Specifications" shall mean the various specifications as set out in the Specifications as referred to and derived from the Contract and any order(s) or instruction(s) there under, and in the absence of any specifications as aforesaid covering any particular supply of Goods or part or portion thereof, shall mean

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			the relevant Indian Standard Institutions Specification for or relative to the particular Goods or part thereof.
		2.1.18.	“Sub Vendor” shall mean any persons or firm or company (other than the Vendor) to whom any part of the supply of Goods has been entrusted by the Vendor with the prior written consent of the GNFC.
		2.1.19.	“Total Contract Value” shall up to calculation of the entire remuneration due to the Vendor in terms of the Contract/Purchase Order on successful supply of the Goods mean the total Contract value as specified in the Purchase Order along with all the taxes being levied on GNFC for the supply of Goods, including but not limited to the Goods and Service Tax, as levied.
		2.1.20.	“Tender Documents” shall mean the Tender Documents as detailed in the General Instructions to tenderers.
		2.1.21.	Vendor: "Vendor" means the person, firm, company, institutions or institution, who is selected by GNFC for supply of the Goods and/or to whom the Purchase Order is addressed. The term Vendor includes its successors and permitted assigns.

3. Interpretation

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| 3.1. | All headings of the Clauses in this General Conditions of Purchase or otherwise in any Contract Document are intended solely for the purpose of giving a broad indication of the contents of the Clause and not as a summary of the contents thereof. |
| 3.2. | All Schedules, exhibit, Annexures, Form, etc. hereto are an integral part of this General Conditions of Purchase and are hereby incorporated into and made a part of this General Conditions of Purchase as though set forth in full herein. |

SECTION-III GENERAL INSTRUCTIONS

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| 4. | <p>The prices quoted shall be exclusive of taxes/duties and GNFC shall not entertain any claim(s) for enhancement of the price(s) quoted by the Vendor on any account whatsoever.</p> <p>In case of bid submission on GeM (Government e Marketplace) Portal, bidder has to quote price as per instructions given in GeM Portal Tender.</p> |
| 5. | <p>Prices and Price Escalation: Except in the event of any different agreement mentioned in the Purchase Order, prices are firm and fixed and not subject to increase notwithstanding any change in the cost of materials or of labour or any of other cost element which may take place while Purchase Order is being executed, even though it might be necessary for Vendor for any reasons whatsoever, to take longer than the scheduled delivery periods indicated in the Purchase Order.</p> |
| 6. | <p>TIME FOR COMPLETION OF SUPPLY OF GOODS:</p> |

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	The time allowed for the supply of Goods is as per the time schedule agreed between GNFC and the Vendor. Time shall be reckoned from the date of issue of LOA / Purchase Order, as the case may be. Time shall be of essence in the supply of Goods.
7.	All drawings, specifications and details including but not limited to the technical information imported and supplied to the Vendor furnished by the GNFC is merely intended as a general information without any undertaking on the part of GNFC as to their accuracy and without obligation relative thereto upon GNFC.
8.	SINGNING OF CONTRACT The successful Tenderer shall confirm and acknowledge the Acceptance of Tender, Purchase Order, or any amendment thereof, to GNFC in writing.
9.	BANK GUARANTEE : The Vendor shall furnish an interest free guarantee from bank as identified in the List of RBI Scheduled Public Sector Banks and Scheduled Private Sector Banks for an amount equivalent to 10 (Ten)% of the Total Contract Value.
9.1.	A bank guarantee towards security deposit (" Security Deposit ") within 15 (fifteen) days from the date of issuance of Acceptance of Tender/Purchase Order by GNFC, for faithful and due execution of the Vendor's obligation under order. The Security Deposit shall be governed as per the terms provided in Instructions to Tenderer. The Security Deposit Bank Guarantee (" SDBG ") shall be as per specimen provided in "Form of Bank Guarantee" available on www.gnfc.in --> Tenders --> Annexures --> Material Management Department.
9.2.	A bank guarantee towards performance, workmanship, Defects and Deficiencies as covered under Clause 16 in terms of Clause 39, for the purpose of performance guarantee (" Performance Guarantee "), along with the submission of the Materials Acceptance Certificate/Inspection Release Note/acceptance note from GNFC, valid for entire warrantee/guarantee period of the Goods. The Performance Guarantee shall be governed as per the terms provided in Instructions to Tenderer. The Performance Bank Guarantee (" PBG ") shall be as per specimen provided in "Form of Bank Guarantee" available on www.gnfc.in --> Tenders --> Annexures --> Material Management Department.
9.3.	The Vendor agrees and acknowledges that the non-submission of the Security Deposit or Performance Guarantee, as the case may be, amounts to a material breach of the terms of this GCP by the Vendor. The Vendor further acknowledges that GNFC reserves the right to withhold its payment for all invoices, till the time such material breach has been remedied by it to the reasonable satisfaction of GNFC. The Vendor further waives all its rights and legal remedies to claim payment of such withholding amount till the time such material breach has been remedied by it to the reasonable satisfaction of GNFC. The Vendor agrees that the invoices shall be considered to be submitted to GNFC on the date such breach has been remedied by the Vendor to the reasonable satisfaction of GNFC.
10.	INTERPRETATION OF CONTRACT DOCUMENTS:

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10.1	The several Contract Documents forming the Contract are to be read together as a whole and are to be taken as mutually explanatory.
10.2	<p>In case of contradiction / conflict, the order of precedence shall be in the order as per below:</p> <ol style="list-style-type: none"> Signed Agreement and its subsequent Amendments, if any, Purchase Order Amendments/Clarifications/Corrigenda/Errata etc., if any, issued in respect of the tender before award of work. Special (typed) conditions agreed to for a particular order, GST Annexure General Conditions of Purchase Tender Documents
11.	PLANS & DRAWINGS TO BE FURNISHED BY GNFC
11.1	<p>Technical Information: All drawings, specifications and details furnished by GNFC, in its sole discretion, to the Vendor, at the sole cost and expense of the Vendor. The drawings, specifications, etc. shall be the property of GNFC and shall be returned by the Vendor to GNFC on demand or on completion of delivery of Goods. The Vendor shall not copy or make any use of drawings and specifications received from GNFC for any purpose at any time except for the purpose of GNFC. The Vendor shall not disclose the technical information furnished to or gained by the Vendor under or by virtue of or as a result of the implementation of the Purchase Order to any person, firm, body or corporate authority and shall use all endeavour to ensure that the technical information is kept "CONFIDENTIAL".</p>
11.2	<p>The Vendor shall carefully study the detailed plans / drawings supplied to it in conjunction with all other connected plans / drawings and other Tender Documents/Contract Documents. The Vendor shall bring to the notice of GNFC for clarification, correction any ambiguity, error, discrepancy, contradiction or omission therein prior to the execution of the related work(s) and the provision of Clause 20 hereof shall apply <i>mutatis mutandis</i> to such clarification or correction.</p>
11.3	<p>Any Goods supplied by Vendor in absence of such clarification / correction, shall be at the Vendor's sole risks and responsibility. Accordingly, the provisions of Clause 20 hereof and associated Clauses there under with respect to defective Goods shall apply thereto.</p>
12.	PLANS, DESIGNS AND DRAWINGS TO BE FURNISHED BY VENDOR
	<p>Vendor's Drawing, Data and Documents Requirements: The submission by the Vendor to GNFC of drawing, data and documentations as laid down in the Purchase Order is an integral part of the purchase order. The quantities and time limits of submitting these documentations by the Vendor will be as specified in the Purchase Order/Tender Documents. These quantities and time limits must be respected failing which the Purchase Order will not be deemed to have</p>
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been duly executed for all purposes. The submission by the Vendor to GNFC of any design, drawing, data and documentation or acceptance thereof by GNFC shall not relieve Vendor of his responsibility and obligation to execute its Contract/Purchase Order.

13. ALTERATION IN DESIGNS, DRAWINGS, SPECIFICATIONS ORDERS, INSTRUCTIONS OR SCOPE OF SUPPLY OF GOODS

13.1 GNFC shall be entitled, by way of a written notice to the Vendor, at any time prior to or in the course of the supply of Goods and any part thereof, to make any revisions or changes or alterations or amendment in the Purchase Order, specifications, orders, instructions, drawing, design, or any of them including additions to, omission, substitution or deletion from the quantities originally ordered, in the specifications or drawings. The Vendor shall carry out such revisions / changes and be bound by such revised quantity, altered specifications, orders, instructions, drawings, design and/or scope terms and conditions to the extent applicable as if the said revisions were incorporated in the initial order. If any such revisions / changes affect the contract price or delivery, the same shall be subject to adjustment of price / delivery, wherever required on a very reasonable basis by mutual agreement. In case of dispute; GNFC's decision shall be final and binding upon the Vendor.

13.2 If such alteration or amendment shall, in the opinion of the Vendor necessitate an extension in the time for completion, GNFC shall grant in writing reasonable extension of time, to the Vendor.

13.3 For non-adherence to any terms and conditions of the Purchase Order/Contract/Tender Document etc. by Vendor, GNFC may at any time terminate the Purchase Order/Contract, in part or in full by a written communication. In such event, GNFC shall have the right to buy at its option from the Vendor, the cancelled Goods and components whether complete or incomplete, after due inspection and verification of the same, paying for them a reasonable price arrived at by mutual agreement. In case no mutual agreement is reached within a reasonable time, the GNFC's decision shall be final and binding.

13.4 Vendor may claim for adjustment within fifteen (15) days from the date when the revision, change or cancellation is communicated.

13.5 Vendor shall not be entitled for any compensation, whatsoever for revision, changes, variations or cancellations, except when specifically agreed to by the GNFC in writing.

14. QUANTITIES OF GOODS

The quantities of supply of Goods stated in the Tender Documents do not form part of the Contract and GNFC assumes no responsibility for the correctness thereof. GNFC shall not be liable for any increase or decrease in the actual quantities of Goods effected within the supply of Goods, nor shall such increase or decrease in quantities form the basis of any alteration of rates quoted and accepted or for any claim for additional compensation, damages or loss of profits or otherwise. The Vendor acknowledges and agrees that notwithstanding the quantities mentioned

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in the Tender Documents, it shall only be entitled to payment in respect of actual quantities of Goods supplied in terms of the Contract/Purchase Order and measured in the Inspection Certificate.

15. CANCELLATION OF CONTRACT/PURCHASE ORDER

15.1 GNFC shall be entitled at any time in its sole discretion to cancel the Contract/Purchase Order if, in the opinion of GNFC, the cessation of the scope of supply of Goods becomes necessary owing to any cause whatsoever, and a notice in writing from GNFC to the Vendor of such cancellation and the reason(s) therefore shall be conclusive proof of such cancellation and the reasons thereof.

15.2 GNFC shall make pro rata payments to the Vendor for the Goods supplied by the Vendor till the date of cancellation calculated on the basis of the Purchase Order, and the cost of such approved materials in the matter provided herein, as per the agreed payment terms along with applicable taxes. The Vendor shall not be entitled to any compensation in addition to above said payment, arising out of such cancellation notwithstanding that such cancellation may have resulted in the supply of Goods below the quantities indicated in the Tender Documents or Purchase Order or of a value below the Total Contract Value indicated in the Acceptance of Tender, as the case may be.

SECTION-IV GOODS' GUARANTIES / WARRANTIES

16. GOOD'S WARRANTIES

16.1 The Vendor represents, warrants and undertakes that the Goods supplied/to be supplied to GNFC shall give the required operational performance and shall be suitable for the use or service intended. The Vendor further represents, warrants and undertakes that the Goods supplied/to be supplied to GNFC shall be of the quality specified in the Tender Documents/Contract Documents/Purchase Order or as provided by the GNFC in writing, in all cases it shall be of the best grade of their respective varieties, and if no quality is specified, the same shall conform to the specification, drawings, samples and other descriptions contained in the Tender Documents/Purchase Order/as communicated to the Vendor in writing and any breach of this condition shall entitle GNFC, without prejudice to its any other rights, to treat the Contract/Purchase Order as repudiated.

16.2 The Vendor guarantees that all the Goods, products, items, machinery and equipment supplied/to be supplied by Vendor under the Contract/Purchase Order is brand new and first-class material and workmanship. Any Goods, products, items, machinery or equipment or any part thereof found defective within 18 months from the date of commissioning of the Goods, products, items, machinery and equipment or 36 months from the date of acceptance of the supply of Goods, products, items, machinery and

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		equipment, whichever is earlier, ("Defect Guarantee Period") shall be replaced or satisfactorily repaired or rectified by the Vendor at no additional cost to GNFC. The Defect Guarantee Period for the replaced Goods, products, items, machinery or equipment shall be at least twelve months from the date of acceptance of the supply of such Goods.
	16.3	The Goods, unless otherwise expressly stated herein, are ordered by GNFC relying upon each and all the warranties and guarantees specified herein, in addition to the warranties implied by law and/or usage of trade. The Vendor shall be bound and liable by the said warranties and guarantees even if Vendor's quotation to Purchaser or acknowledgement or acceptance of this Purchase Order, or Contract attempts to disclaim, the said warranties or guarantees or limits GNFC's remedies for breach thereof.
	16.4	Acceptance of Goods by Purchaser or its authorized representative shall not release the Vendor from responsibilities arising out of the above-mentioned guarantees and warranties.

17. REPRESENTATIONS AND WARRANTIES

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| 17.1 | Vendor warrants that all goods and services supplied and/or provided under the Contract/ Purchase Order are produced, supplied, despatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreements, working conditions and technical codes and standards applicable from time to time. Vendor shall execute and deliver such documents as may be required to effect or to evidence such compliance. All laws and regulations required to be incorporated in agreements of this character are hereby deemed to be incorporated by this reference. |
| 17.2 | GNFC and their authorized representatives disown any responsibility for the irregularity, contravention or infringement or any statutory regulations in the manufacture or supply of goods covered by the GCP/Contract/Purchase Order. |

SECTION-V DELIVERY OF GOODS

18. DELIVERY COMPLETION

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| 18.1 | Notwithstanding the terms of dispatch or place of delivery mentioned in the Tender Documents, Purchase Order, Contract or any other document in writing from GNFC to the Vendor, and/or whether any inspection of Goods or any part thereof, by Purchaser or its authorized representatives prior to the receipt of the Goods at Site was made or not, the delivery of Goods or any part thereof, shall be deemed to have been made only when Goods are accepted by GNFC at its Site specified in Purchase Order/Contract, etc. The delivery of Goods would be complete only when all the items included in the Purchase Order/Contract are supplied by Vendor as per the agreed terms and contained herein. |
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	18.2 Wherever the Goods are delivered by Vendor's transport agent, the unloading at Purchaser's premises shall be done by Vendor's agent unless otherwise agreed in writing.
	18.3 Acceptance of the Goods by GNFC does not limit the right of GNFC in preferring any claim under the terms of the Contract/Purchase Order/this GCP.
19.	DELAYS
	19.1 Adherence to Delivery Schedule: The agreed period of delivery is the essence of the Purchase Order/Contract. The delivery dates are binding on the Vendor and no variation of scheduled delivery dates shall be permitted except with prior written authorization from GNFC.
	19.2 Due to Force Majeure: Delivery dates will be extended without the Vendor being subject to clause 20 in the event, such delays are caused due to Force Majeure. The Vendor shall, within 2 days of occurrence of such Force Majeure event, inform GNFC, in writing, by email or registered post vide a detailed letter supported by documentary proof of the beginning and the end of all such impediments. It is understood that delivery dates will be extended only for the duration of the above-mentioned impediments caused during the continuance of the Force Majeure Event.
20.	DELAY AND NON-CONFORMANCE
	20.1 If the specified delivery schedule is not adhered to or progress of manufacture of supply of the Goods/items is not satisfactory, or is not in accordance with progress schedule, GNFC shall be entitled to: i. hire for period of delay from elsewhere Goods, or any part thereof, which in Purchaser's opinion would meet the same purpose as the Goods, or any part thereof, which are delayed and Vendor shall be liable without any limitation for the payment of the hire and other installation, removal, charges, etc. as incurred by GNFC to that extent; or ii. cancel the Contract/Purchase order in whole or any part thereof, without any liability. In such an event, GNFC may procure from any third party Goods or any part thereof which, in GNFC's opinion, would meet the same purpose as the Goods for which Contract was executed/Purchase Order was placed and subsequently cancelled. The Vendor shall solely be liable without any limitation for the payment of difference between the cost of such substitution of Goods, as incurred by GNFC, and the price set forth in the Purchase Order/Tender Documents for such Goods involved; or iii. hire the substitute Goods as per terms of sub-clause (i) hereinabove for such period as it thinks fit and if the ordered Goods, or any part thereof, continue to remain undelivered thereafter, cancel the Contract/Purchase Order in part or in full as per terms of sub-clause (ii) hereinabove.

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	<p>20.2 In the event of rejection of non-conforming Goods, Vendor shall be allowed, without any extension of delivery time, to correct the non-conformities. Should however, Vendor fail to do so within the stipulated time, GNFC may cancel the Contract/Purchase Order of the non-conforming Goods and retain the same right with respect to substitution as are set out in clause 20.1 and in addition, recover actual expense incurred by Purchaser in installing and removing the nonconforming Goods. Alternatively, Purchaser may at its option have or cause the non-conformity Goods to be corrected at Vendor's risk and expense.</p>
	<p>20.3 If Vendor fails to perform any of its obligations, GNFC shall be entitled to all remedies provided to it under law and recover all damages caused to GNFC by delay or non-supply of the Goods or supply of non-conforming Goods and to obtain adequate compensation thereof, from the Vendor.</p>
	<p>20.4 Purchaser shall be entitled to claim damages for use of defective or substandard material/products, items, Goods that are supplied by the Vendor irrespective of the fact whether Goods were inspected prior to receipt by GNFC or not.</p>
21.	<p>DEFERMENT OF DESPATCH DATE AND STORAGE</p> <p>GNFC shall have at its own discretion the right to ask Vendor to defer despatch of Goods by a period not exceeding 30 (thirty) days. The care and storage of the Goods during this period shall vest with the Vendor and all expenses in this regard shall be borne by the Vendor.</p>
22.	<p>DESPATCH INSTRUCTIONS</p> <p>22.1 Unless otherwise specified in the Contract/Purchase Order, the materials shall be despatched by road and all the despatch documents as per applicable laws along with original copy of GST invoice will be sent directly to the person / department designated in Contract/Purchase Order. A copy of invoice and despatch documents shall be sent to the authority issuing the Purchase Order.</p> <p>22.2 The Vendor shall also invariably send the copy of GST invoice for buyer along with the consignment.</p> <p>22.3 Vendor shall follow despatch and shipping instructions given in the Purchase Order/contract/Tender Documents.</p>
23.	<p>INSPECTION</p> <p>23.1 GNFC and its authorized representatives, shall have the right to inspect, test, expedite and get inspected, tested and expedited the Goods at the premises of the Vendor or its authorised Sub-Vendors at any time during manufacture and prior to shipment and to inspect, within a reasonable time after arrival of Goods at the ultimate destination Site and during and after erection, testing and commissioning. The Goods shall not be deemed accepted even after the said inspection, until testing and commissioning is successfully undertaken by GNFC. Failure to make an inspection of or payment for goods, shall in no way impair Purchaser's right to reject non-conforming Goods or to limit any other remedies to which GNFC may be entitled notwithstanding GNFC's</p>

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		knowledge of the non-conformity, its substantiality or the cause and/or time of its discovery.
23.2		The Vendor will allow and ensure that GNFC's inspectors, and their authorized representatives get free and uninterrupted access during normal working hours to its premises, godown, storage or loading spot, etc. and will give them assistance to perform their tasks, including free use of all necessary testing and control instruments. The Vendor shall ensure that the same facilities shall be provided to GNFC by them or by its Sub Vendors. All expenses relevant to the performance of the tests and connected to compilation of test reports, etc. will be borne by the Vendor/its Sub-Vendor, unless the Contract /Purchase Order stipulates specifically to the contrary.
23.3		GNFC shall conduct inspection of material after receipt of material at site as provided in the Purchase Order. After completion of the inspection and testing in all respect, the material will be accepted or rejected by GNFC.
23.4		Rejection of Goods Supplied
	23.4.1.	All Goods, or any part thereof, rejected by GNFC after receipt at the destination Site shall be removed by the Vendor at their expense and risk within a reasonable time allowed by GNFC not exceeding 30 (thirty) days with effect from the date on which Vendor receives communication from GNFC rejecting the Goods or any part thereof.
	23.4.2.	During the time that the rejected Goods or any part thereof lie with GNFC awaiting removal by the Vendor, it will lie at the Vendor's risk.
	23.4.3.	In the event of failure of Vendor to remove the rejected Goods or any part thereof within the time allowed, GNFC shall have the right to dispose off the same at the Vendor's risk and cost and appropriate the net sale proceeds thereof towards loss/ damage suffered by GNFC.
	23.4.4.	It shall be option of GNFC to allow Vendor to replace the rejected Goods or any part thereof, or to cancel the Purchase Order for the rejected goods. Without prejudice to other remedies available to GNFC under law, it shall be entitled for the recovery of liquidated damages.
23.5		All testing reports conducted / carried out by GNFC, either at the premises of the Vendor or at its own premises, shall be treated as final and binding upon the Vendor and shall not be open to any dispute by the Vendor.
24.		PACKING
	24.1	Goods shall be securely packed to withstand all hazards in transit and up to destination Site. Each equipment shall be painted, greased and or provided with suitable protective coating as required to prevent rust, corrosion or damage. The packaging shall be in compliance with applicable laws and industry standards. The Vendor shall use environment friendly packaging and avoid single use plastic for packaging of the Goods.
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	<p>24.2 All attachments to the main equipment shall be packed in wooden cases with adequate protection inside the case to avoid any displacement/damage during transit. As far as possible, such attachments should be sent along with the main equipment inside the main packing. All parts shall be adequately treated with protective compound.</p> <p>24.3 For materials to be despatched by rail, the packing shall conform to the internal and external packing methods and standards laid down in IRCA goods tariff and general rules prescribed as per the Indian Railway Act for various types of cargoes.</p> <p>24.4 Cases and crates should be marked at least on one side mentioning the name of consignee, name of consigner, Purchase Order no., item nos., gross and tare weight, serial no. of package, etc. The letters should not be less than 75 mm size. If required, additional marking such as handle with care, top to be shown by arrow or other additional indications for protection and safe handling shall be added.</p> <p>24.5 Each package shall contain two copies of the packing slip, containing at least information about Purchase Order no. and date, item numbers, description of Goods, quantities in case, etc. to enable purchaser to verify the Goods on its arrival at destination.</p> <p>24.6 In case of short receipt of any Goods in any apparently undamaged package, Vendor shall on receipt of information from GNFC, immediately supply short receipted Goods to Purchaser at no extra cost to GNFC.</p> <p>24.7 Vendor shall be held liable for all damages or breakages to the Goods due to the defective or insufficient packing.</p>
25.	<p>TRANSIT INSURANCE:</p> <p>25.1 GNFC shall insure the goods in transit under a general policy and issue necessary instructions to the Insurance Company for risk cover on receipt of despatch instructions by fax/e-Mail from Vendor.</p> <p>25.2 Vendor shall quote rate(s) excluding transit insurance.</p> <p>25.3 Vendor shall send advance intimation to GNFC about despatch of goods to take care of transit insurance.</p> <p>25.4 GNFC, may in its sole discretion, may require the Vendor to insure the Goods in transit, at the cost and expense of GNFC. Such insurance shall be taken in the name of GNFC and the Vendor shall raise invoice for the same upon GNFC on actuals.</p>
26.	<p>WEIGHTS AND MEASUREMENT</p> <p>26.1 All weights and measurements recorded by GNFC on receipt of the goods at plant Site of the Purchaser shall be treated as final and binding to the Vendor and shall not be open to any dispute by the Vendor.</p>
27.	<p>SUBSTITUTION AND WRONG SUPPLIES</p> <p>27.1 Unauthorized substitution or materials delivered in error or of the wrong description or quality or supplied in excess of the quantity ordered or rejected Goods shall be taken back by the Vendor at its expense within 30 (thirty) days after due notification to Vendor.</p>

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Vendor shall bear responsibility and shall bear, among other relevant charges including transportation expenses both ways.

27.2 GNFC shall in no way be responsible for any theft, deterioration, damage or loss to the rejected Goods under any circumstances whatsoever.

SECTION-VI VENDOR'S OBLIGATIONS AND RESPONSIBILITIES

28. MATERIAL/EQUIPMENTS ISSUED BY PURCHASER

28.1 For Goods, items, material, equipment or machinery to be supplied by GNFC to the Vendor free of cost, the deduction to be made from the total price for each item is shown in the Purchase Order/Tender Documents or in any other form in writing. The accounts of quantities of such Goods, items, material, equipment or machinery issued by GNFC shall be properly maintained by Vendor and furnished by the Vendor to GNFC, whenever required by it. Unused materials or scrap from material supplied by GNFC to Vendor shall be returned by the Vendor to GNFC or if it so directs in writing, the Vendor may dispose off the same by sale or otherwise on such terms and conditions as GNFC may stipulate and the Vendor shall pay to Purchaser the sale proceeds of the material so disposed off by sale deducting there from expenses incurred by the Vendor on such sale, the quantum of such deduction shall be mutually agreed upon between GNFC and Vendor prior to such sale. The equipments shall be duly returned by the Vendor to GNFC subject to reasonable wear and tear only.

28.2 The material issued, free of cost, by GNFC shall be the property of GNFC and shall not be hypothecated or disposed off by Vendor. Before the items, material, equipment or machinery is issued to the Vendor, it shall execute a security bond in the form of a bank guarantee from Scheduled Bank for the amount equivalent to the cost of such items, material, equipment or machinery as determined by GNFC in writing and communicated to the Vendor and valid for the period till safe return of such items, material, equipment or machinery or till the realisation of cost of the same by GNFC from the Vendor. This Bank Guarantee from bank as identified in the List of RBI Scheduled Public Sector Banks and Scheduled Private Sector Banks.

28.3 Vendor shall at its cost maintain the materials issued by GNFC and keep them in safe custody. Vendor shall reimburse GNFC at such price determined by GNFC in its sole discretion, for any loss or damage to materials issued to the Vendor by GNFC.

28.4 During the custody of material issued free of cost by GNFC with them, Vendor shall arrange insurance coverage of the same material.

28.5 GNFC in its sole discretion may require the Vendor to furnish an undertaking cum indemnity bond in the format as available on www.gnfc.in --> Tenders --> Annexures -->

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		Material Management Department, before issuing any items, material, equipment or machinery to the Vendor. The Vendor further agrees, in an event of damage to the said issued material, equipment or machinery, GNFC shall be entitled to recover such amounts as may be incurred in the repair of such material, equipment or machinery. The Vendor further agrees that in an event the damage to the material, equipment or machinery cannot be repaired, the Vendor shall be liable to pay to GNFC such amount as was incurred by it for the procurement of such equipment or machinery or as may be incurred by GNFC in the procurement of fresh material, equipment or machinery, whichever is higher.
29.	VENDOR'S LIABILITY AND INDEMNIFICATION	
29.1		The Vendor's workmen, employees, agents, representatives, etc. or Sub-Vendors, their employees, agents, representatives, etc. shall under no circumstances be deemed to be Purchaser's employees and the Vendor shall hold itself responsible for any claim or claims which its workman, employees, agents, representatives, Sub-Vendor or their heirs, dependents or representative may have or make for damages or compensation for anything done or omitted to be done in course of carrying out the work or supplying Goods, as covered by/under the Contract/Purchase Order, whether arising on Purchaser's premises or elsewhere and agrees to indemnify Purchaser against all and any such claim or claims, if made, against Purchaser and all Cost (as between attorney and client) of proceedings, suits or action which Purchaser may incur or sustain in respect of the same. The Vendor shall also be responsible for compliance of all existing laws in force in respect of its workmen, employees, agents, representatives, Sub-Vendor, etc.
29.2		Vendor shall protect, indemnify and keep GNFC, its Consultant or authorized representatives, harmless and absolved at all times from and against any/all liability for payment of the amounts or any liens claimed by the third party in connection with the Contract, Purchase Order. In case, Vendor fails to pay or otherwise discharge such lien or claim thereof, Purchaser shall have the right to recover or retain any amount necessary to discharge such lien or claim out of any payment due or which may become due from Purchaser to the Vendor.
29.3		The Tenderer/Vendor shall keep indemnified and hold harmless GNFC, and its officers, directors, members, partners, affiliates, agents, trustees and / or employees / consultants against any losses, liabilities, damage(s), cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise against GNFC on account of: <ul style="list-style-type: none"> i. any failure on the part of the Tenderer/Vendor to discharge its liabilities and/ or obligations under the GCP, Contract or the Purchase Order; ii. any act(s) and/or omission(s) and/or commission(s) and/or misrepresentations and/or breach of the terms and conditions of the GCP, Contract or Tender Documents;

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	iii.	any act(s) and/or omission(s) and/or commission(s) leading to a violation/breach of applicable laws, bye-laws, rules, regulations, etc. made.
30.	Import License: Obtaining and maintain valid, all the necessary licenses for supply of indigenous items ordered, as the case maybe, shall be the Vendor's sole responsibility unless otherwise specifically agreed to by Purchaser in writing.	
31.	Erection Personnel: The Vendor shall depute necessary engineers to the plant Site as and when required by GNFC. Purchaser shall reimburse to the Vendor for services of these engineers at the agreed rates in writing. The Vendor shall be responsible for insurance coverage of erection personnel deputed. Such personnel shall at all time be deemed to be the employees, agents, representatives of the Vendor. Such services as required hereinabove, shall be governed by the term of General Conditions of Contract/Mini General Conditions of Contract, as may be determined by GNFC.	
32.	Report: Vendor shall submit regularly to GNFC progress reports covering status of different activities viz engineering, procurement of materials, manufacturing, fabrication, construction, etc. so as to reach GNFC in the first week of next month.	
33.	Vendor's Failure to Comply with Instruction: Any loss or additional expenditure that Purchaser may be required to incur on account of Vendor's failure to comply with any of the conditions contained in the Contract / Purchase Order shall be recovered from Vendor.	
34.	SUB-VENDORS	
	34.1	The Vendor shall not assign, sub-contract or sublet the whole or any part of the scope of supply of Goods in any manner provided however that the Vendor may, with the prior written approval of GNFC, sub-contract supply of any particular Goods or part of the to a Sub-Vendor approved by GNFC in writing.
	34.2	Each Sub-Vendor shall be covered by the Contract/Purchase Order on the same basis as Vendor, provided, however, that notwithstanding approval of Sub-Vendor as aforesaid and notwithstanding that GNFC shall have received a copy of the Contract between Vendor and Sub-Vendor, the Vendor shall be & shall remain exclusively responsible to GNFC for due and proper performance of the Contract/Purchase Order, and Sub-Vendor shall for all purposes vis-à-vis GNFC be deemed to be the servant/agent of Vendor, employed for supply of particular Good with full responsibility on Vendor for all acts, omissions and defaults of Sub-Vendor and any rights that GNFC may separately have or reserve against Sub-Vendor under Contract shall be without prejudice to the foregoing.
35.	REORDERING GNFC shall be entitled to reorder the Goods as sought from the Vendor, under the Contract, within a period of 06 months from the date of receipt of the last supply of the Goods, on the same terms and conditions of the Contract. The Vendor shall have the right of refusal in an event the	

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supply of the Goods on the same terms become impossible due to variation in price. The Vendor and GNFC may mutually agree in writing upon revised terms.

36. LIQUIDATED DAMAGES

36.1 If there is any delay in the supply of Goods or any part thereof, or defects in the Goods or any part thereof, at any Site or any other breach of any other terms and conditions as provided in this GCP, without prejudice to any other right of GNFC in this behalf, GNFC shall be entitled to liquidated damages along with applicable tax, for delay at 0.5% (zero point five percent) of the Total Contract Value including applicable taxes, for each week that the supply of Goods, or any part thereof, remains incomplete as per terms of this GCP, subject to a maximum of 5% (five percent) of the Total Contract Value. GNFC shall raise an invoice/credit note/other applicable document etc. as per applicable laws, upon the Vendor seeking such liquidated damages.

36.2 Nothing in the above said clause shall prevent GNFC from exercising its right of termination of Contract under Clause 47 hereof and associated Clause thereunder and GNFC shall be entitled, in the event of exercising its said right of termination after the date of delivery of Goods, to liquidated damages as aforesaid for the intervening period in addition to any other amount as may be due consequence to a termination under Clause 47 hereof and associated Clauses there under.

SECTION-VII COMMERCIALS

37. INVOICE

37.1 The Vendor shall raise and submit an invoice for an amount equivalent to 100% of the price of Goods as provided in each Purchase Order to GNFC for payment in triplicate (or in such other number of copies as GNFC may prescribe) accompanied by the despatch documents including Materials Acceptance Certificate or Inspection Release Note, etc. other documents as sought by GNFC in writing,

37.2 All invoices raised by the Vendor shall contain all the details as per applicable laws, including but not limited to the GST number of the parties, applicable GST rates on the items, etc.

38. PAYMENT

38.1 Payment will be made in accordance with applicable provisions of the Tender Documents/Contract /Purchase Order, as applicable. The time for payment of invoices or for accepting any discounts offered shall be counted only from the date of approval specified in the Tender Documents/Contract /Purchase Order or from the date of receipt of Vendor's correct invoice(s) whichever is later.

38.2 Goods dispatched by value payable post (VPP) shall not be accepted.

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38.3	Vendor shall send invoice in triplicate to the person / department designated in Contract/Tender Document/Purchase Order, with an additional copy marked to and separately mailed to Authority issuing the Purchase Order. The invoice should bear the Purchase Order number and date, and must be complete in all respect to claim Input Tax credit for GST.
38.4	Bank Commission and other charges, if any, on forwarding of documents or for remittance, etc., will be paid by the Vendor.
38.5	Purchaser shall have right to recover claims, due, etc. against dues payable to the Vendor.
38.6	On specific request of vendor, GNFC may consider at the discretion of GNFC management to pay early then due date as per contract terms subject to discount on such early payment by way of issuance of credit note with GST by vendor at the rate of 12% per annum. Such rate is subject to change from time to time as decided by management of GNFC. Such early payment discount/interest shall be understood as agreed between GNFC and vendor in terms of section 15(3)(b)(i) of CGST Act, 2017 and the input tax credit attributable towards such credit note shall be reversed by the GNFC in its GST returns. Consideration of vendor's request is at the discretion of GNFC management and this shall be agreed on case to case basis over the email or otherwise as per this contract or terms of purchase order (PO) clause.
38.7	Deduction of tax deducted at source (TDS) as per applicable provisions of Income Tax Act, 1962 and other taxes and deductions as provided for under any law, rule of regulation having force of law for the time being applicable.
39.	PAYMENT TERMS
39.1	Unless and otherwise specifically agreed to in the Purchase Order/Contract, the Payment for the undisputed amounts would be made as under: For Supply and Delivery orders, the Purchase Order price of Goods despatched shall be released within 30 days from the date of receipt of the goods along with despatch documents including Materials Acceptance Certificate or Inspection Release Note, subject to inspection and acceptance of the Goods at the destination and receipt of a Security Guarantee/Performance Guarantee, as the case may be.
39.2	In case of any discrepancy found in the invoice, GNFC shall raise dispute in writing to the Vendor within 15 (fifteen) days from the date of receipt of invoice by GNFC. Such disputes, if any shall be amicably resolved between the Vendor and GNFC by way of mutual negotiations within 15 (fifteen) days from the date of raising of such dispute by GNFC.
40.	ADVANCE
40.1	Advance shall not be considered unless otherwise specified in Tender Documents under terms and conditions/Special Conditions of the Contract/Purchase Order.

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	40.2	Before the amount of Advance is released, the Vendor shall execute a Advance Bank Guarantee from Scheduled Bank for the amount as provided in Tender Documents /Special Conditions of the Contract and valid for the period till recovery of such advance. This Bank Guarantee from bank as identified in the List of RBI Scheduled Public Sector Banks and Scheduled Private Sector Banks.
41.	TAXES, DUTIES & STATUTORY LEVIES	
	41.1	Vendor shall specify in their offer, the details of taxes, duties which are recoverable from GNFC at actuals. All other taxes, duties are to Vendor's account. Vendor shall adjust taxes, duties, cess or levies wherever required, if Purchaser furnishes exemption certificate even retrospectively.
	41.2	Variations in the taxes and duties due to change in statute during contractual delivery period shall be to Purchaser's account. However, any increase in Taxes/Duties beyond contractual delivery period shall be to Vendor's account.
	41.3	Whenever prices are inclusive of taxes/duties, for any reduction in taxes/duties subsequent to placement of purchase order, Vendor shall pass on the benefit of such reduction to Purchaser.
	41.4	When claiming Goods and Service Tax, Vendor shall indicate their Goods and Service Tax registration details.
	41.5	The Vendor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes now or hereafter imposed, increased or modified, in force and hereafter imposed or modified from time to time in respect of Goods and materials. The Vendor shall be responsible for the compliance with all obligations and restriction imposed by the applicable labour laws or any other law affecting employer / employee relationship with its employees, agents, representatives. The Vendor further agrees to comply and to secure the compliance of all Sub-Vendor with all applicable central, state, municipal, local laws and regulations and requirements of any central, state or local governmental agency or authority
	41.6	Timely provision of invoices/Debit Note/Credit Note/Other applicable documents.
	41.6.1.	The Vendor shall immediately provide tax invoice/ Debit Note/ Credit Note/ other applicable documents and necessary information including but not limited to GSTIN of the billing location and such other information as may be required to adhere to statutory compliances as applicable GST Law to enable GNFC to claim tax benefit within timeline and ensure that GNFC must be able to claim ITC [Input Tax Credit] as per applicable provisions & restrictions thereof.
	41.6.2.	All necessary adjustment entries (Credit Note, Purchase Returns, and Debit Notes) shall be made within time limit as prescribed in GST Law to ensure that GNFC doesn't suffer any loss due to such adjustment as per GST Law. Any consequence in terms of tax, interest or penalty on account of delayed raising of tax invoice or other applicable documents or adjustment documents as

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			mentioned above arising to GNFC consequent to non-compliance of law by the Vendor in relation to the Contract shall be borne by the Vendor.
		41.6.3.	The Vendor acknowledges and agrees that they would adhere to all the applicable GST compliances including filing of GSTR - 1 or any other appropriate form, raising applicable tax documents including but not limited to tax invoice, e-way bill, e-invoice, making timely payment to authorities, etc., as may notified from time to time within the statutory timelines by the GST Authorities or any competent authority.
		41.6.4.	The Vendor agrees and acknowledges that the Harmonized System of Nomenclature (HSN) / Services Accounting Code (SAC) for goods & services respectively shall be specifically included in the tax invoices as required by applicable GST Law provisions with respect to digits of HSN Code.
		41.6.5.	In case of receipt of advance, the Vendor undertakes to raise the necessary statutory document. Further the Vendor declares to raise the prescribed documentation governing the movement of goods.
		41.6.6.	In case of any wrong classification of HSN, GNFC shall not be responsible and shall not pay any additional taxes, interest or penalty. In case of any wrong classification of HSN, resulting in GNFC's input tax credit being denied by the authorities then the loss of input tax credit, interest, penalty etc. shall be borne by Vendor and it shall indemnify GNFC for all losses, claims, including the litigation cost, if any, that may arise for GNFC on account of such non-compliance by the Vendor.
	41.7	In addition to the aforesaid, the Vendor shall comply with the terms and conditions provided in the GST Annexure, which shall form part of this GCP. The GST Annexure can be accessed from the following link: www.gnfc.in --> Tenders --> Annexures --> Material Management Department	
	41.8	Manner of issue of Invoice	
		41.8.1.	Mandatory three copies of the valid tax invoices or other applicable document as per GST Law need to be issued by the Vendor in case of supply of goods (i.e. 'Original' for recipient (GNFC), 'Duplicate' for transporter and 'Triplicate' for supplier) and wherever the law requires, an Electronic Invoice Reference Number and QR code for each invoice, 2 copies of invoice or other applicable document as per GST Law need to be issued by supplier in case of supply of services (i.e. 'Original' for recipient and 'Duplicate' for supplier). Further, the invoices for supplies shall be as per the GST Law & clearly bear the GSTIN No/ UID No along with Agreement/ Purchase Order/Work Order/Service Order No and date and wherever the law requires, an Electronic Invoice Reference Number and QR code for each invoice.

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		41.8.2.	Vendor shall be responsible to issue documents required for movement of goods (such as tax invoice, delivery challan, e-way bill, e-invoice, etc.) and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents or any mis-declaration.
		41.8.3.	Where the supply of goods/ services is liable to GST under reverse charge mechanism, then the Vendor should clearly mention the category under which it has been registered and also that “the liability of payment of GST is on the Recipient of Service”. If payment of GST is received by Vendor in spite of Goods or Services supplied by said Vendor is covered under RCM [Reverse Charge Mechanism] and GST is payable by GNFC, the said Vendor must return the amount of GST immediately to GNFC so that default on part of GNFC can be avoided. In case the Vendor does not declare the same or does not return amount as mentioned above then such GST amount shall be recoverable from them with interest.
		41.8.4.	The invoice should clearly specify abatement, if any claimed or otherwise from the Taxable Value while calculating the GST.
		41.8.5.	Tax invoice is to be issued and signed by the Vendor as per applicable GST Law provisions.
		41.9	Tax Indemnification
		41.9.1.	Vendor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the central, state or local authorities by reason of any violation by Vendor or Sub-Vendor of each laws, regulations and requirements and also from all claims, suits or proceedings that may be brought against GNFC arising under growing out of or by reason of the supply of Goods provided for by this Contract whether brought by employees of the Vendor by third parties, or by central or state government authority or any political sub-division thereof.
		41.9.2.	The Vendor shall give a declaration/ self-certificate, along with documentary proofs, stating that taxes which have been collected/ with-held on behalf of GNFC have been duly paid/ will be paid to the government account within the due dates specified under various tax laws (including GST law) in India and rules made there under. It may please be noted that if GNFC is not able to avail any tax credit due to any short coming on the part of the Supplier including mismatch of ITC between invoice and GST return uploaded by supplier (which otherwise should have been available to GNFC in the normal course), or for any operational default/technical glitch in terms of uploading wrong particulars / data etc. of the Vendor on the GSTN portal/platform, then the Vendor at his own cost and effort will get the short coming rectified within 15 (fifteen) days. If

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			for any reason the same is not possible, then the Vendor will make 'good' the loss suffered or potential loss that may be suffered by GNFC due to the tax credit it lost in that transaction (including any interest and penalty in this regard). If any shortcoming is communicated by GNFC to Vendor, the said Vendor shall take prompt action to rectify the same. GNFC reserves right to recover from outstanding balance of the Vendor without prejudice to above mentioned obligation of the Vendor to make 'good' the loss suffered or potential loss that GNFC may suffer by separate transaction as may be directed by GNFC.
		41.9.3.	The Vendor acknowledges and agrees that in the event any enquiry, scrutiny, audit, assessment or any other tax proceedings are initiated against GNFC, the Vendor shall fully co-operate by furnishing the relevant information and documents related to the supply of Goods provided on timely basis as may be required by GNFC from time to time.
	41.1	Anti-Profiteering	
		41.10.1	Any economic or tax benefit arising out of the implementation of GST is mandatorily required to be passed on to GNFC by the Vendor. Similarly, the benefits enjoyed by the Vendor's suppliers and other players in the supply chain are also required to be passed on to the Vendor by them, which in turn shall be passed on to GNFC by way of price reductions. Accordingly, the Vendor are expected to pass on any direct or indirect benefits arising thereon.
		41.10.2	The responsibility to pass on the above benefits vests with the Vendor as a 'Responsible Vendors', which shall be passed by the Vendor within 30 days from the days of receipt of knowledge of such benefit and GNFC reserve our right to understand and seek the manner/ mechanism in which such benefits are passed on to GNFC
	41.1	Miscellaneous	
		41.11.1	Any liability arising out of dispute on the tax structure, HSN classification, correct disclosure in return, timely filing of applicable GST returns, raising of correct tax invoice within statutory timelines and presenting us immediately, calculation, correct valuation and payment of GST to the Government will be to the Vendor's account;
		41.11.2	In case the value of tax invoice or GST rate on tax invoice as mentioned in tax invoice of the Vendor is assessed differently by the department during assessment proceedings or any other dispute is raised by department resulting in additional liability of the Vendor then GNFC shall not be liable to reimburse any amount of tax or interest or penalty to such Vendor in relation to such additional liability or any other incidental expenses or liabilities;
		41.11.3	The tax invoice or debit note raised by the Vendor on us must be compulsorily uploaded in GST return in manner as required by GST law. Further, GST in

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			respect of such tax invoice must be paid to government as required by GST law. In case the same is not complied with then the Vendor will make 'good' the loss suffered or potential loss that may be suffered by GNFC due to the input tax credit lost in that transaction (including any interest @ 18% and penalty in this regard).
		41.11.4	In case the tax invoice is not presented to GNFC immediately on issuance and if GNFC is not able to claim input tax credit on account of expiry of statutory timeline then GNFC shall not make payment of any taxes to the Vendor;
		41.11.5	GNFC shall be entitled to terminate the Contract, if at any point of time the Vendor is found to be a black listed dealer as per GSTN rating system or if the Vendor have not filed GST returns as per applicable GST Law provisions, no payment shall be entertained in such cases.
		41.11.6	The Vendor / Sub-Vendor shall communicate to GNFC with regard to any change in the registration details, issue of blacklisting or any non-compliance by the Vendor irrespective of the fact that whether such events are attributable to the Vendor or not.
		41.11.7	Any local levies and or other charges levied by any central/state/local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same. GNFC shall not pay or reimburse the same to the Vendor.
42.	MODE OF PAYMENT		
	All payments made under or in terms of the Contract shall be paid in Indian Currency by way of wire transfer via NEFT/RTGS or DD/CHEQUES, etc. in the bank account of the Vendor registered with GNFC.		
43.	MODES OF RECOVERIES		
	All recoveries and dues, payable by the Tenderer/Vendor to GNFC including but not limited penalties/shortages/damages/interest/forfeiture, etc. with applicable taxes/duties including the Goods and Service Tax at applicable rates, shall be paid by the Tenderer/Vendor as per terms of this GCP in Indian Currency by way of wire transfer via NEFT/RTGS or DD/CHEQUES, etc. in the bank account of the GNFC. For such recoveries, GNFC/Tenderer/Vendor shall issue an appropriate Invoice/Debit Note / Credit Note / another appropriate document, as decided by GNFC in its sole discretion, in accordance with the applicable laws including but not limited to the Central Goods and Services Tax Act, 2017, Gujarat Goods and Services Act, 2017, etc., as the case may be.		
44.	CLAIMS OF GNFC		
	Any release of payment or non-deduction of any unadjusted balance from the Security Deposit/Performance Guarantee by GNFC to the Vendor as aforesaid or otherwise, shall not be deemed or treated as a waiver of any right(s) or claim(s) of GNFC or shall stop or prevent GNFC from thereafter making or enforcing any claim or any rights against the Vendor, whatsoever.		
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SECTION-VIII INTELLECTUAL PROPERTIES & CONFIDENTIALITY

45.	INTELLECTUAL PROPERTIES
45.1	<p>“Intellectual Property” shall mean any intellectual property including, without limitation any intellectual property relating to patents, trademarks, copyrights, registered designs, rights of licensee, assignment, use, right of confidence in know-how or technical, business or commercial information generally and any other such rights or interests in intellectual property of GNFC whether or not protected under any law in force.</p>
45.2	<p>Nothing contained herein shall be construed as a transfer or assignment of any of the Intellectual Property Rights of GNFC to any other Party.</p>
45.3	<p>The other Party, shall not infringe the intellectual property of any third party and incorporate the same for the supply of Goods, without the consent of such third party on paying of appropriate fees and GNFC.</p>
45.4	<p>If any equipment, machinery or materials to be used or supplied or methods of processes to be practiced or employed in the performance of this Contract is/are covered by a patent under which Vendor is not licensed. Vendor shall before supplying or using the equipment, machinery, materials, method or process, as the case may be, obtain such license(s) and pay such royalty(ies) and license fee(s) along with applicable taxes, as may be necessary in connection with the performance of this Contract. In the event that the Vendor fails to pay such royalty or obtain such license, the Vendor will defend at its own expense any suit for infringement of patent which is brought against the Vendor or GNFC as a result of the failure and shall pay any damages and costs awarded in such suit and will keep GNFC indemnified from and against all other consequence thereof.</p>
45.5	<p>Vendor shall warrant that sale or use of Goods supplied under the Contract/Purchase Order whether designed and manufactured so as to comply with Purchaser's specifications or otherwise shall be free of any claim, whether rightful or otherwise, of any person, by way of infringement of any patent, copy-right, trademark or industrial design or the like, and shall hold Purchaser harmless and indemnify Purchaser and its Consultant and their authorized representatives at its own cost from any and all such claims and legal proceedings.</p>
45.6	<p>Purchaser makes no warranty that the production, sale or use of the Goods designed and manufactured so as to comply with Purchaser's specification will not give rise to the claim whether rightful or otherwise, of any third person by way of infringement of any patent, copy-right, trademark or industrial design or the like and in no event shall</p>

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TENDERER'S SIGN, STAMP AND DATE:

		Purchaser or its Consultant be liable to Vendor for indemnification in the event of any action being brought against Vendor in connection with any such claim.
46.	CONFIDENTIALITY	
	46.1	Confidential Information shall mean all technical information relating directly or indirectly to but not be limited to the information pertaining to GNFC, business ideas/ protocols/ strategies, official secrets of the GNFC, ideas and know-how, client confidential information, information about the plant, the terms of the Contract and also information including but not limited to all results, reports, papers, documents, financial information and business information, client data, and any other information which is by nature deemed to be confidential.
	46.2	The other Party shall use Confidential Information solely for the purposes of supply of Goods to GNFC and for implementing this Contract/Purchase Order and shall limit disclosure of such information within its organisation to only those of the Party's employees, who need to make use of it for aforesaid purpose.
	46.3	The other Party shall respect the secrecy of all documents, drawings, etc. issued to him for the execution of this Contract. The other Party shall, if so directed by GNFC, execute an individual non-disclosure agreement from each or any person employed by the Party having access to such documents, drawings, etc. The other Party shall not disclose or issue such drawings and documents to any other agency or individual without the written approval of GNFC and without obtaining non-disclosure agreement form such agencies or individuals.
	46.4	Upon the expiry or termination of the Contract, the Party shall forthwith return to GNFC, all its Confidential Information and Intellectual Property (in whatever medium the information be stored).
	46.5	The obligations under this Clause shall survive the termination of the Contract/Purchase Order.
SECTION-IX TERMINATION		
47.	Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy as available to GNFC under the Contract/Purchase Order or otherwise including the right of GNFC to claim compensation for delay in completion of the supply of Goods hereof, GNFC shall be entitled to terminate the Contract/Purchase Order, with immediate effect without any notice period, by written notice at any time during its currency on or after the occurrence of any one or more of the following events contingencies, namely:	
	47.1	Default or failure by the Vendor of any of the obligations of the Vendor under the Contract/Purchase Order;
	47.2	If the Vendor is incapable of supplying the Goods;
NOTE TO BIDDER ITEMS WHICH DEVIATE FROM GCP SHOULD BE MARKED WITHIN ASTERISK (*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)		
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47.3	If the Vendor misconducts himself in any manner;
47.4	If there is any change in the constitution of the Vendor, (if a firm) or in the circumstance or organisation of the Vendor, which is detrimental to the interest of GNFC;
47.5	Dissolution of the Vendor (if a firm) or commencement of liquidation or winding-up (whether voluntary or compulsory) of the Vendor (if a company) of appointment of a receiver or manager of any of the Vendor's assets and/or insolvency of the Vendor (if a sole proprietorship or of any partner of the Vendor (if a firm));
47.6	Distress execution or other legal process being levied on or upon any of the Vendor's goods and/or assets;
47.7	Death of Vendor (if an individual);
47.8	If upon any change in the partnership/constitution of a Vendor's organisation (if a partnership) GNFC may refuse to continue the Contract with the re-constituted firm;
47.9	If the Vendor or any person employed by him shall make or offer for any purpose connected with the Contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent of GNFC;
47.1	If the Vendor shall assign or attempt to assign his interest or any part thereof in the Contract to any third party.
48.	The decision of the GNFC as to whether any of the events/ contingencies mentioned in Clause 47 hereof entitling GNFC to terminate the Contract, has occurred or not, shall be final and binding upon the Vendor.
49.	GNFC shall be entitled to terminate the Contract/Purchase Order with/without reason by providing a prior written notice of 30 (thirty) days.
50.	Upon termination of the Contract, GNFC shall make pro rata payment to the Vendor of the Goods delivered to its Site and are duly accepted after inspection by GNFC.

SECTION-X GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

51.	GOVERNING LAW& JURISDICTION
51.1	This GCP, the Tender Documents, the Contract Documents, Purchase Order or any further document issued in furtherance to this GCP shall be governed by, and construed in accordance with the laws of Republic of India.
51.2	All the causes of action relating to purchase order if any, will be deemed to have arisen within the jurisdiction of the courts at Bharuch, Gujarat state, India only.
52.	DISPUTE RESOLUTION
52.1	All disputes or difference(s) whatsoever which shall at any time arise between the Parties hereto touching or concerning the Goods, or the execution or maintenance thereof or in connection with this General Conditions of Purchase, Tender Notice, Tender Documents, Agreement, Contract, Work Order, Purchase Order, Service Order, any

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		amendments/addendums thereto, all negotiation and any legal agreements prepared in connection with the Contract or arising out of or in relation thereto whether during or after completion of the Agreement/ Contract/ Work Order/ Purchase Order/ Service Order or whether before or after determination, foreclosure or breach of the Tender Documents/ Agreement/ Contract/ Work Order/ Purchase Order/ Service Order, shall be referred by the disputing Party, in writing to the other Party, within 30 days of occurrence of such event, to resolve any such dispute or difference by way of negotiations between the Parties.
	52.2	If such dispute mentioned above is not resolved amicably by direct informal negotiation, within a period of 60 (sixty) days from the date of such reference, such disputes shall be referred to arbitration by serving an Arbitration Notice, as per the provisions of the Clause herein below.
53.	ARBITRATION	
	53.1	For the purposes of this Arbitration Clause, the "Panel of Arbitrator" shall mean a panel of 5 arbitrators, nominated on behalf of GNFC to the other Party.
	53.2	If any Party serves an Arbitration Notice in respect of any dispute to the other Party after the same has not been resolved by way of negotiations, such dispute shall be finally settled by arbitration as per the Indian Arbitration and Conciliation Act, 1996 ("Act") and all statutory amendments, modifications thereof and the rules made thereunder, or any other corresponding law for the time being in force, by the Sole Arbitrator to be appointed as hereinafter provided.
	53.3	Within 30 days of receipt of Arbitration Notice, GNFC shall propose the Panel of Arbitrators to the other Party, which shall thereafter select and nominate one of the arbitrators from the Panel of Arbitrators to act as the Sole Arbitrator for adjudicating the disputes between the Parties.
	53.4	The provisions of the Indian Arbitration and Conciliation Act, 1996 and all statutory enactments and modifications thereof and the rules made there under shall apply to all such arbitrations.
	53.5	The Arbitration proceedings shall be conducted in English and the venue and seat of the Arbitration proceedings shall be at Bharuch, Gujarat with the Courts at Bharuch shall have exclusive jurisdiction.
SECTION-XI MISCELLANEOUS		
54.	COMPLETE AGREEMENT	
	54.1	The Purchase Order with all its attachments including these Terms and Conditions constitute sole and the entire agreement between the parties hereto.
<p><u>NOTE TO BIDDER</u> ITEMS WHICH DEVIATE FROM GCP SHOULD BE MARKED WITHIN ASTERISK (*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)</p>		
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	<p>54.2 Vendor's quotations are incorporated in and made a part of the Purchase Order only to the extent of specifying the nature and description of Goods ordered, and then only to the extent that such items are consistent with the terms of Purchase Order. No other terms or conditions of Vendor's offer shall be binding upon Purchaser unless accepted by it in writing.</p>
55.	<p>WAIVER</p> <p>55.1 Sales Conditions: With Vendor's acceptance of provisions of Contract/Purchase Order, Vendor waives and considers void all of its sales conditions.</p> <p>55.2</p> <ul style="list-style-type: none"> i. Failure of Purchaser to insist upon strict performance of any of the terms and conditions hereof; or ii. Failure or delay in exercising any rights or remedies provided herein or by law; or iii. Failure to properly notify Vendor in the event of breach or the acceptance of or payment for any goods hereunder or approval of decision; <p>shall not relieve Vendor of any of the warranties or obligations under the purchase order and the same shall not be deemed as a waiver of any of the right of Purchaser to insist upon strict performance hereof or of any of its rights or remedies towards such goods regardless when shipped, received or accepted, nor shall any purported oral modification or rescission of this purchase order by Purchaser operate as a waiver of the terms thereof.</p>
56.	<p>ASSIGNMENT</p> <p>Non-Assignment: Any assignment by Tenderer/Vendor of its rights and/or obligations under this GCP/Tender Documents/Contract/Purchase Order in any manner or any hypothecation by Tenderer/Vendor of materials of construction/manufacture supplied by GNFC in whole or in part by operation of law or otherwise without the prior written consent of Purchaser shall be void. Any such consent shall not relieve the Tenderer/Vendor from its obligations under this GCP/Tender Documents/Contract/Purchase Order.</p>
57.	<p>SEVERABILITY</p> <p>If any part or any provision of this GCP is or becomes illegal, null or void or against public policy or against the law or invalid or unenforceable and/or which shall be held by any court of competent jurisdiction to be illegal, null or void against public policy, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this GCP.</p>
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<p>TENDERER'S SIGN, STAMP AND DATE:</p>	