

Supplier has confirmed below terms & conditions before participating in E-Reverse Auction and Submission of their final price		
Sr. No.	Clauses	Terms & Conditions
1	Price Basis:	It is fixed & firm till receipt of material at site or 30 <sup>th</sup> November 2019 whichever later.
2	Custom Clearance , CFS with 14 days Free Period & Transportation Charges (Cargo Weight – Max 16000 Kg)	It is included in final bid upto Renew Project site. It shall be organised by Supplier in their account only.
3	Delivery Address	20MW Solar Plant, Village – Halagani, Taluka – Bableshwar, Town – Vijayapur, Karnataka- 586125
4	Penalties for the reasons attributable to Contractor	<p>(a) If container does not move from Port to CFS in free days, port Charges will be in the scope of CHA</p> <p>(b) If container moved out of CFS free days, CFS Ground rent will be in the scope of CHA.</p> <p>(c) If container returned to shipping line beyond 21 free days , shipping line detention will be in the scope of CHA.</p>
5	LD Clause:	<p>Contractor shall pay to the Owner, as Liquidated Damages (“LD”), any sums as may be levied by the Carrier/Shipping Liner, for delay in returning of containers to empty yard beyond free days. LD to be recovered shall be adjusted against the invoices raised by the Contractor. The LD will not apply in case the delay is solely attribute to Owner, Force Majeure. All LD levied pursuant to this Clause shall be substantiated with valid proof.</p> <p>The LD amount shall be levied as follows:</p> <p>By 9<sup>th</sup> day from vessel berthing – Contractor will deliver 20 containers to the site, subject to customs clearance and receipt of customs out of charge, failing which penalty amount of INR 2500/day/container will be levied. This will not apply in case Owner issues instructions to withhold delivery.</p> <ul style="list-style-type: none"> <li>On subsequent days after Nineth day, Contractor will deliver 20 containers per day, failing which a penalty amount of INR 2500/day/container will be levied. This will not apply in case Owner issues instructions to withhold delivery.</li> <li>In the event of damages to the modules found at site with respect to the containers opened for examination, the extent of damage shall be Rs 7500 per piece. Contractor will inform Owner 48</li> </ul>

		<p>hours in advance in case of customs examination. Both Owner and Contractor will deploy third-party surveyors at the CFS during the customs examination. Serial numbers of modules taken out for customs examination will be duly recorded. After examination, the modules will be repacked and loaded back in the container in a proper manner. Thereafter, for any damage to cargo found at site, the Contractor will not be responsible.</p> <ul style="list-style-type: none"> <li>• It is also understood and agreed by the Contractor that any sums which would be payable hereunder are reasonable and genuine pre-estimate of damages that Owner will suffer in the event of failure of the Contractor to complete the Services, and that such amounts are agreed upon and fixed as liquidated damages, and are not in the nature of penalty.</li> <li>• The Liquidated Damages payable under this Clause shall not relieve Contractor from its obligations to complete the Services, or from any other duties, obligations or responsibilities under this Contract.</li> <li>• The Owner, however, shall have right to deduct Liquidated Damages equivalent to demurrage and / or CFS Ground Rent being levied by shipping line and / or CFS due to delay solely on account of Contractor.</li> <li>• The liquidated damages provided for under this Clause shall be Contractor's sole liability and Owner's exclusive remedy whether</li> </ul>
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		under the Order or at law for damages caused as a result of delay by Contractor.
6	Payment Term:	<p>a) 90% of PO Value shall be released within 45 Days from the date of receipt of original invoice, the balance 10% shall be payable 75 days from the date of receipt of original invoice , against submission of original document like original invoice, Bill of Lading, Bill of Entry and lorry receipt) for each shipment.</p> <p>b) Additionally in case . release of Vehicle takes more than 48 Hrs at Site , Owner will pay Inr 1500/trailor.</p>
7	Scope of Services:	<p>The scope of Services shall include arrangement for customs clearance of Consignment, movement to CFS &amp; transportation till the site. The detailed scope of Services to be performed shall include below but not limited to:</p> <ul style="list-style-type: none"> <li>i. After custom examination of containers, Contractor has to repack the modules to its original packing. Snaps to be shared with Owner</li> <li>ii. Contractor shall provide a complete list of documents, required for carrying out the Services at least 5 days before sailing of vessel from origin port and the responsibility of Owner shall be to provide such necessary documents for customs clearance after 7 days of vessel sailing from origin. Contractor shall ensure the correctness of documents upon receipt of same. Contractor shall immediately inform any deficiency in documents, which the Owner will make good.</li> <li>iii. The Contractor shall provide daily shipment report on daily basis post intimation of shipment from Owner as per Owner format.</li> <li>iv. The Contractor shall ensure timely filing of Bill of Entry and that all consignments are cleared without any demurrage.</li> <li>v. The Contractor shall be able to handle Customs at the concerned</li> </ul>

		<p>port, deal with Legal restrictions, anticipate possible problems, be aware of alternatives, handle local issues between port and site, find solutions and resolve all issues. In case any delay is anticipated pertaining to incorrect documentation or any other reason the same shall be brought to the notice of Owner and any demurrage that is payable due to Contractor's negligence shall be charged to Contractor's account.</p> <p>vi. The Contractor shall settle any dispute /claim that arise at Customs / Port during clearance (i.e. Mishandling of consignment, Damage at port, pilferage, queries from Customs for any clarification), except in cases when the dispute pertains to the matter related to the Owner. In such cases, the Contractor shall bring this to the Owner's knowledge for necessary actions</p> <p>vii. In the event of any queries are raised by Customs or other Authorities post clearance of goods at Customs, the Contractor shall provide all support and shall be responsible for ensuring that the queries are addressed to the satisfaction of the relevant Authorities.</p> <p>viii. Delivery order from the Shipping Line/ Freight Forwarder shall be collected by the Contractor for Sea Consignments &amp; Delivery Order charges will be payable by the Contractor which shall be borne by Owner at actual.</p> <p>ix. After Customs Clearance, the Contractor shall arrange local Transportation for timely and safe delivery of Consignment at Site. Any detention charges due to non-availability of trailer at port/ICD for movement of container shall be borne by the Contractor.</p>
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		<p>Survey of the trailer being used, must be carried out and must pass the criteria set for carrying such fragile goods. The trailer shall be checked to ensure that all the locks are in good condition and the container is properly locked onto the trailer bed. The Contractor shall ensure that the container is safely handled and rightly placed on the trailer bed and multiple lift on / lift off are avoided.</p> <p>xv. The driver shall be checked to ensure that he is not under influence of liquor or drugs. Communication shall be established with the driver and ensured that the driver has a mobile phone with him in working condition. Contractor shall hand over clear and legible transportation instruction in local language to each vehicle driver. All Containers shall be tracked throughout the Delivery chain. After final delivery a scanned Proof of Delivery (POD) obtained from the designated personnel at the destination shall be sent to Owner within 48 hours of delivery.</p> <p>xvi. The Contractor shall ensure that Consignment are to be cleared, transported and returned within free period available (generally 21 days) at destination port.</p> <p>xvii. The Contractor shall ensure that Empty Container should reach Shipping line Yard within 48 to 72 hrs of release of container from Site.</p> <p>xviii. The Contractor shall co-ordinate with Owner for survey for containers, In case of damage to the Consignment, you will Inform Owner to arrange insurance survey at the Port, ICD. In case of damage to the cargo (provided the same is ascertainable), you will take appropriate action to</p>
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		<p>ascertain the extent of damage cost prior to custom 'out of charge' and obtain relevant certificates/reports from authorities concerned.</p> <p>xix. The Contractor shall ensure extra care should be taken to store Consignment at Port or ICD premises or CFS. The Owner will provide authorization letter and relevant documents addressed to shipping line to the Contractor before 4 days of vessel berthing, so as to nominate the CFS. The Contractor will liaise with shipping liners for the same</p> <p>xx. Any penal recovery by corporation or the respective authority due to non-compliance of procedure will be to Contactor's account.</p>
8	CPBG:	A Contract Performance Bank Guarantee (CPBG) for minimum 10% of PO value shall be submitted by Supplier within 10 Days from the date of LOA/ PO. This CPBG shall be valid till 30 <sup>th</sup> November 2019 with claim period of 2 months thereafter.
9	Rest Terms & Conditions	All rest terms & conditions, other than above shall be same as per standard SCC of Renew Power.
<p><b><i>Note: If L-1 Supplier take any deviation / denied against above terms &amp; conditions after submission of their Bid. Then Renew Power is fully liable to consider other Supplier (i.e. other than L-1 Supplier)</i></b></p>		