**Special Conditions of Contract (Supply) for**

**[Supply of LED Luminaires]**

**at**

**[Rosa Power Supply Ltd]**

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# Rules of Interpretation :

##### Capitalised terms used in this SCC unless defined elsewhere in this SCC shall have the respective meanings ascribed to them in the GCC.

# Definitions:



## Scope of Work :

##### The Scope of work shall be as specified in the Technical Specifications and quantified in the Bill of Quantities, Schedule of items etc.

## Purchaser :

##### “Purchaser” means M/s[Rosa Power Limted]

##### Owner:

##### “Owner” means M/s [Rosa Power Limted]

## Completion Time along with Milestone

# As per Annexure-A

## Warrantee / Defect Liability Period :

# As per Annexure-B

# Acceptance of Purchase Order

The Vendor must accept and return a signed copy of the Purchase Order within Fifteen (15) days of issuance of the Purchase Order

# Terms of Payment & Bank Guarantee:



## Payment Terms:

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. No.** | **Stages** | **% of Contract Value** | **Conditions Precedent** |
| a) | Pro – rata  running  payment  basis | 90% | On receipt and acceptance of Goods, against submission of following documents:   * 1. Signed copy of accepted Purchase Order (for first payment)   2. LR / RR / BL as applicable   3. Signed Tax Invoice   4. Challan   5. Packing List / Detailed Packing List   6. Approved Test certificates / Quality certificates   7. Certificate of Origin, if applicable   8. Material Dispatch Clearance Certificate (MDCC)   9. Insurance Policy / Certificate   10. Warranty / Guarantee Certificate |
| c) | Retention Amount | 5 % | After Provisional Take Over or 180 days from commissioning whichever is earlier |
| d) | Retention Amount | 5% | After Final Take Over or submission of i) Letter of Indemnity and ii) No Demand Certificate whichever is later |

Note:

1. In case of inspection of equipment/materials at Vendor’s works, prior to dispatch, the intimation regarding readiness of materials for inspection should be sent two (02) weeks in advance.
2. **All payments shall be due after receipt and acceptance of Goods at site and 90 days from the date of receipt of certified Tax Invoice along with all relevant documents.**

## Bank Guarantees:

|  |  |  |
| --- | --- | --- |
| **Bank Guarantee** | **To be Submitted on** | **Valid Up to** |
| Contract Performance Bank Guarantee: 10% of the Contract price including taxes and duties. | Within 15 days of Issue of Order | Valid till 90 days beyond the end of Warranty Period. |

## Process for Local Sale and Interstate Sale:

The detailed process and documentation for effecting local sale and interstate sale is provided in Annexure C.

# Transit Insurance :

The Contractor shall arrange, secure and maintain in-transit insurance for all Equipment up to the Site. The terms and conditions are provided in Annexure D.

# Liquidated Damages :



## Liquidated Damages for delay in Completion

Due to any delay for reasons attributable to the Vendor in the completion of the work as per the agreed schedule under this Contract, the Vendor shall be liable to pay to Purchaser Liquidated Damages and not as penalty, a sum at the rate of 0.5% of the Contract Price excluding taxes per each week of delay or part thereof by which delay has occurred, subject to a maximum of 10% of the Contract Price excluding taxes.

## Liquidated Damages for shortfall in Guaranteed Performance Parameters

The Liquidated Damages for shortfall in Guaranteed Performance Parameters shall be levied by the Purchaser subject to maximum of 15% of Contract Price.

The payment of Liquidated Damages shall not in any way relieve the Vendor from any of its obligations to complete the work or from any other obligations and liabilities of the Vendor under the Contract.

The Liquidated Damages for delay will be recovered at the sole discretion of the Purchaser from the Contract Price or from other securities/ BG’s available with the Purchaser or jointly.

## Liquidated Damages for delay in completion of intermediate milestones :

Time is essence of the Contract. After issuance of the Work order, the contractual network / L2 network will be finalized and approved by the Purchaser.

Due to any delay in completion of the intermediate milestones as per milestone schedule agreed under this Contract, the Vendor shall be liable to pay to Purchaser in the nature of Liquidated Damages, and not as penalty, sums at the rates as specified in **Annexure A (Milestone Schedule)**, per each week of delay or pro-rata part thereof by which delay has occurred:

In case of Vendor completing all the work under this Contract within the agreed contractual schedule, amount of Liquidated Damages withheld for delay in completion of the intermediate milestones will be refundable.

## Overall Liquidated Damages for Delay

Overall Liquidated Damages for Delay shall be limited to maximum Ten (10%) of the Contract price.

## Overall (Total) Liquidated Damages :

The total Liquidated Damages payable by the Vendor on account of any or all of the above shall be subject to a maximum of 20% of the Contract Price.

## Liquidated Damages Reasonable :

The Purchaser and Vendor hereby acknowledge and agree that the terms, conditions and amounts fixed above as Liquidated Damages are reasonable, considering the actual costs that the Purchaser will incur in the event of Vendor's failure to meet the Contract schedule and/or shortfall in performance guarantees. The amounts of these Liquidated Damages are agreed upon and fixed as above by the Parties because of the difficulty of ascertaining on the date hereof the exact amount of such reduction in value or costs that will be actually incurred by the Purchaser in such event, and the Parties hereby agree that the Liquidated Damages amounts specified herein shall be applicable regardless of the costs actually incurred by the Purchaser.

Purchaser shall deduct the above sum on account of price adjustment for delay from any monies due or that may become due to Vendor or if such monies are insufficient, Vendor shall forthwith pay the deficient amount within forty five (45) days of written request.

# Mitigation of Consequences of Delay

In all cases where such an event for delay has occurred, the Vendor shall advise the Purchaser / Owner of

1. The extent of the actual and contemplated delay and its anticipated effect upon the date of Provisional Taking-Over.
2. The Vendor's plans to take steps to overcome or minimize the actual or anticipated delay and the increased costs, if any, associated therewith, and
3. The Vendor's plans to adopt any methods suggested by the Purchaser / Owner to overcome or minimize the delay and the increased costs, if any, associated therewith, and shall use all reasonable endeavors to take such steps and/or adopt such methods.

# Tax Registration

# Vendor shall obtain registration under GST Laws. Refer GCC clause 47 (c) in detail. where the supply will be carried out. Taxes and duties

* 1. The parties acknowledge the possibility that the Government of India and / or States may introduce the Goods and Services Tax (GST) during the term of the Contract. Upon such introduction of GST, the parties agree that the overall net impact, on account of migration to GST, on the Contract will be carried out afresh and prices of goods or any other payments under the Contract will be adjusted accordingly.
  2. In the event that a Change in Law, including but not limited to the introduction of GST, occurs during the term of the Contract, which results in any benefit to the Vendors / sub-vendors, the Vendors / sub-vendors shall be bound to pass on such benefit arising out of the Change in Law to the Purchaser.
  3. Vendors or its Affiliates or sub-vendors shall issue the invoices (in the prescribed format) within the time limit prescribed under the relevant laws. Payment shall be released only when the Vendors or its Affiliates or sub-vendors furnish appropriate documents evidencing payment of applicable taxes and fulfill all compliances prescribed by relevant laws prevalent at the time of supply, payment or raising of invoice. Any change in the prices agreed between the Parties due to reasons including but not limited to discounts, price adjustments (including adjustment on account reasons outlined in Para 28 above), etc. shall be clearly recorded on the face of the invoice. Vendors or its Affiliates or sub-vendors shall duly comply with the prescribed laws in order to enable the Purchaser to avail appropriate credit of the taxes discharged by the Vendors or its Affiliates or sub-vendors. Any loss of credit arising on account of any reason including but not limited to negligence, fault, etc. of the Vendors or its Affiliates or sub-vendors shall be deducted from any monies due or that may become due to Vendor to dispatch the Goods or if such monies are insufficient, Vendors shall forthwith pay the deficient amount within forty five (45) days of written request.
  4. Submission of Harmonised System of Nomenclature (HSN) Code by Vendor:

Vendor must submit HSN Codes for all the items to be supplied under the Contract. HSN Codes must be mandatorily mentioned in the Invoice.

# Power to withhold payment by Purchaser:

Purchaser shall have power to withhold payment of RA Bill in full or in parts for the reason of non compliance of major Contract terms and conditions such as quality of work, progress of work etc as per the discretion of Engineer In Charge.

Such withholding of payment neither relieve the Vendor to execute the work with due diligence and speed, nor entitle Vendor to claim any interest, loss of anticipated profit, etc there on.

All the compliances to be done before next RA bill and hold amount to be released. In case Vendor is not able to do the compliance before next RA bill such hold amount shall be released as and when such compliances are fulfilled to the satisfaction of Purchaser.

If the work is not performed in strict accordance with the Contract ,or if the work of any other Contract between the Vendor herein and the Purchaser is not performed in strict accordance with its terms,or if the Purchaser has a claim against the Vendor herein for any other reason whatsoever ,or if any claim ,just or unjust (including claims for wrongful death and for injuries to person property), which arises out of the performance of work is made against the Purchaser, the Purchaser shall have the right to withhold out of any payment, final or otherwise, such sums as the Purchaser may deem ample to protect it against delays or loss or to assure the payment of such claims.

Deduction of Defective Work as Alternative to Requiring Corrections: If the Purchaser deems it inexpedient to require the Vendor to Correct Work damaged or not done in accordance with the Contract, an equitable deduction from the Contract Price shall be made by agreement between the Vendor and Purchaser. In the event of failure of said parties to reach an agreement, the amount to be so deducted shall be settled in accordance with the procedure hereinafter provided for the settlement of disputes. Until such settlement, the Purchaser may withhold such sum as it deems just and reasonable from monies, if any, due the Vendor.

# Work Completion

##### The Vendor has to intimate in writing to the Purchaser about the completion of activities for necessary inspection of Purchaser for certification.

Joint protocol to be signed off by Vendor and Engineer In Charge on completion of intermediate milestone.

# Others:

Vendor shall not link the performance of Supply obligation/Scope of Work defined in this Contract pertaining to this Project with any of the existing running projects in Reliance Group.

Purchaser shall have right to issue supplementary invoice/debit note to Vendor in terms of Contract with taxes as applicable under tax laws/statue prevailing at time of issuance of supplementary invoice/debit note**.**

# Purchaser's Taking Over



## Provisional Taking Over Certificate

The Vendor may by written notice to the Purchaser request that the Purchaser issue a Provisional Taking Over Certificate when each of the following have been fulfilled:

1. Mechanical completion shall have occurred;
2. the initial operation has been successfully completed;
3. completed all the outstanding items properly required to be completed as specified in the preliminary punch list; and in case of failure to complete such item by the Vendor, it shall not prevent issuance of the Provisional Taking Over Certificate only if the normal operation is not getting affected

The Purchaser shall, within ten (10) Days after the Purchaser’s request for the issuance of the Provisional Taking Over Certificate, either: (a) endorse and issue the Provisional Taking Over Certificate stating the date on which the conditions in this Clause were satisfied and listing the items to be rectified or completed after the Provisional Taking Over Date and the date by which they are to be rectified or completed, or (b) reject the request giving its reasons where appropriate, and specifying the work required to be done by the Vendor to enable the conditions in this Clause to be met.

## Final Taking Over Certificate

The Vendor may by written notice to the Purchaser request that the Purchaser issue the “Final Taking Over Certificate”) when each of the following shall have been:

* 1. Provisional Taking Over of each Unit has occurred;
  2. the Vendorr has submitted the Performance Test Report and such Performance Test Report demonstrates achievement of the Performance Guarantees or the Minimum Performance Guarantees
  3. the Vendor has completed all final punch list items.
  4. The Purchaser shall, within fourteen (14) Days after the receipt of a request from the Vendor for the issuance of a Final Taking Over Certificate, either: (a) issue a Final Taking Over Certificate stating the date on which the conditions set out in this Clause herein were all satisfied. ; or (b) reject the request giving its reasons where appropriate, and specifying the work required to be done by the Vendor to enable the conditions in this Clause herein to be satisfied.

**ANNEXURE TO SCC**

**Annexure-A**

**Completion Time along with Milestone:**

##### The entire scope of works shall be completed within a time period of [ ] as per the milestones as set below :

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl No | Milestone | Completion period (in Number of Weeks from NTP) |  |  |
| 1 |  | Vendor to Specify |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |

These milestones shall be used for recovery against non-achievement of milestones as mentioned **in LD clause No. 4.3 for delay in completion of intermediate milestones” above**.

**Annexure-B**

**Warranty / Defect Liability Period -**

##### Performance requirements of the works completed is as per detailed specifications and standards specified and to be adhered to strictly. In-case of deficiency, the same is to be rectified / redone to meet the specifications by the Vendor within stipulated schedule or any extension thereof. The Vendor shall be liable to rectify all defects except those arising out of normal wear and tear, in the works done by the Vendor under this Contract, or from any act or omission of the Vendors for a period of [24] monthsfrom the date of Supply or 18 months from the date of installation, whichever is earlier.

**Annexure C**

1. FOR LOCAL PURCHASES
2. The Vendor shall only supply the approved Brand of materials. No other materials shall be accepted.
3. The Vendor shall raise Tax Invoice on Purchaser as per GST Law The Price as mentioned in the order is FOR Site
4. The Vendor shall ensure that all legally required documents are carried by the Transporter including the original Tax Invoice and the Lorry Receipts (LRs) / Bilties / Railway Receipt (RR), delivery challan ( DC ) , if any. The Purchaser shall not accept materials if LR/ RR / Bilty and the original Tax Invoice are not handed over at site. The Vendor shall draw all dispatch documents in favor of Purchaser as Consignee.
5. The Vendor shall give an undertaking in the following words on each invoice in the absence of which tax payment as on the Vendor’s invoice may be withheld.

“The tax component as mentioned in the invoice shall be deposited under GST Lawsby way of actual payment or by way of legal set off as per law. The turnover billed shall be duly declared in my GST returns a copy of which shall be filed with the Purchaser. Should the input tax credit to the Purchaser be denied by way of any lapse on the part of the Vendor, the same shall be paid on demand and in any case the Purchaser is authorized to deduct the tax equivalent amount from the amount payable to the Vendor”

1. The Vendor shall ensure exact quantities are supplied as per standard packaging and if the quantities are short supplied, as per verification at the Vendor’s site, the same shall be adjusted and net payment shall be made accordingly subject to debit note by the Purchaser.
2. Time is the essence of this Order. The Vendor shall supply the materials at site strictly as per timelines in this Order.
3. The materials shall be supplied in the packaging as specified in this Order.
4. The materials shall be supplied during working hours from 10AM to 5PM. No delivery shall be effected after this time unless prior intimation is given to the Purchaser.
5. The Vendor shall take signature of the authorized person with Purchaser’s seal clearly accepting the materials and the quantities in the absence of which payment shall not be made by the Purchaser.
6. Any statutory variation in the GST rates shall be reimbursed to the Vendor or given to the Purchaser as the case may be.
7. The Payment shall be made through RTGS only as per time lines given in this order. Vendor to furnish the details in the Vendor Registration form to be provided by Purchaser.
8. The Purchaser has exclusive right to reject the goods if not supplied strictly as per terms and conditions of this Order.
9. FOR INTERSTATE PURCHASES
10. The Vendor shall only supply the approved Brand of materials. No other materials shall be accepted.
11. The Vendor shall raise Tax Invoice as per GST Laws.On the Invoice the name of the Transporter and LR/ RR/ Bilty number shall be clearly mentioned.
12. The Vendor shall ensure all legally required documents are carried by the Transporter including the original Tax Invoice, Lorry Receipts (LRs) / Bilties / Railway Receipt (RR), Delivery Challan (DC), if any. The Purchaser shall not accept materials if LR/ RR / Bilty and the original Tax Invoice are not handed over at site. The Vendor shall draw all Dispatch / Consignment documents in favor of the consignee. The Vendor shall ensure that all the Road Permits / Way Bills as may be required for dispatching the materials are obtained by him from the Purchaser in advance, Clause under 47 shall be referred in detail. Any penal action under GST Laws on this score shall to the account of the vendor. Purchaser shall issue way bills / road permits , on receipt on scan copy of proforma invoice.( PI)

The Vendor shall clearly mention on each Invoice the following:

“**Materials supply meant for Purchaser/Owner, (name of project)**”.

1. Vendor shall furnish a statement of invoices and values thereof for each quarter of Financial Year. Purchaser shall issue C forms as per law. The Vendor shall issue EI/EII foms under Central Sales Tax Act, if required by the Purchaser, on demand. This order is subject to this essential sales condition of furnishing EI/ EII forms by vendor. Failure to provide EI / EII forms by vendor shall be liable for deduction of tax amount from payments to be made by Purchaser to the vendor.
2. The Vendor shall ensure exact quantities are supplied as per PO conditions, and if the quantities are short supplied, as per verification at the Vendor’s site, the same shall be adjusted and net payment shall be made accordingly subject to debit note by the Purchaser.
3. Time is the essence of this Order. The Vendor shall supply the materials at site strictly as per timelines in this Order.
4. The materials shall be supplied in the packaging as specified in this Order.
5. The materials shall be supplied during working hours from 10AM to 5PM. No delivery shall be effected after this time unless prior intimation is given to the Purchaser.
6. The Vendor shall take signature of the authorized person with Purchaser’s seal clearly accepting the materials and the quantities in the absence of which payment shall not be made by the Purchaser.
7. Any statutory variation in the tax rates shall be reimbursed to the Vendor or given to the Purchaser as the case may be.
8. The Payment shall be made through RTGS only as per time lines given in this order.
9. The Purchaser has exclusive right to reject the goods if not supplied strictly as per terms and conditions of this Order.

**Annexure-D**

**Terms and Conditions of In-Transit Insurance**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S. No.** | **Insurance** | **Amount Insured** | **Deductible** | **Conditions** |
| A | In-Transit Insurance | (i) One hundred ten percent (110%) of CIF value in case of Equipment including all spare parts and Type Test Charges to be supplied from abroad/ one hundred ten percent (110%) of Ex works value in case of Equipment including all spare parts and Type Test Charges to be supplied from within the Owner’s country  (ii) Applicable custom duty, taxes and duties  (iii) Escalation i.e. five percent (5%) on (i) and (ii) | Not Permitted | (i) Owner to be named as the principal insured.  (ii) Open policy.  (iii) All risk as per institute cargo.  (iv) War, SRCC, terrorism.  (v) Institute replacement clause special replacement clause (Air duty) and deferred unpacking clause.  (vi) Insurers right of subrogation against all parties (excluding carrier) waived.  (vii) Warehouse to warehouse basis.  (viii) Intermediate storage requirements without any limit. |