

GENERAL TERMS & CONDITIONS FOR MATERIAL SUPPLY ORDERS

In case your unit/firm/undertaking is a micro, small or medium Enterprise as defined under the micro, small and medium enterprise development act 2006 and a memorandum as specified under the said act has been filed by you, a copy of such memorandum should be submitted to chief, procurement within 15 days of receipt of this order. This clause may please be ignored if it is inapplicable to you.

Standard clauses for supply of equipment/items

Definitions

#department# means indenting department mentioned elsewhere in this order of JUSCO.

'Purchaser' means jusco ltd., who awards the purchase order to supplier and shall include its directors, employees, successors, assigns engineers, agents or any of them.

'Supplier' means vendor awarded with this order mentioned elsewhere in this order includes its directors / proprietor/partners (as the case may be), employees, successors, permitted assigns, engineers, agents, representatives, etc. Or any of them.

'Delivery site' shall mean the site where materials are to be delivered as indicated by the dept.

'Engineer' means any consultant engaged and authorized by employer to supervise the job or instruct the supplier to execute the job.

'Goods' means any material mentioned in the order. It includes Equipment, spares, consumables, raw materials and other hardware / software articles.

'Order' means purchase order / work order/ value contract (as the case may be) issued by the purchaser from time to time for supply of the materials by supplier within a specified time period and in pursuance to the other special terms and conditions as mentioned therein.

'Project incharge" or 'authorised representative of purchaser' shall mean any person designated as the person having control of the business and affairs at the delivery site.

1. Order date -

The order release date mentioned in this order is the order date.

2. Price

2.1 The prices indicated shall remain fixed, firm and binding (unless otherwise specifically indicated elsewhere in the order) till completion of delivery of all equipment/goods.

2.2 The supplier shall be solely responsible and liable for his wrong assumptions/omissions/considerations, if any.

2.3 The price shall be inclusive of all-applicable taxes and duties other than those mentioned in this order(as per law of the land). In addition to the above, taxes and duties, if any, which are prevailing on the date of issuance of order, as the case may be, but not considered by the supplier in the order price, shall be borne and paid for by the supplier.

3. Freight charges:

If not mentioned otherwise, the transportation will be arranged by the supplier.

4. Transit risk responsibility

Any damage/loss whatsoever at any time including during loading, transit and/or unloading at the delivery site will be to your account.

However, the supplier shall be responsible for safe arrival of the material at its final destination in satisfactory condition and without any loss or damage until the same is actually delivered to and received by the purchaser. If, on inspection at the final destination, the purchaser discovers any loss/damage in the material supplied or if the goods are received in damaged condition or if in the opinion of the purchaser, the material does not comply with the ordered quantity or specification, the purchaser, notwithstanding the title of the material having passed on to the purchaser, shall be entitled to refuse acceptance of the material or reject it altogether and claim damages or cancel the order and shall be at liberty to buy the purchaser's requirement from any other supplier of his choice and recover the loss, if any, from the supplier.

The risk/title and ownership of material shall remain with the supplier till the equipment/items and materials are received by the purchaser at the delivery site as per the order, in satisfactory condition.

5. Terms of delivery:

The delivery of the material shall mean delivered in good condition, duly packed and freight prepaid by the supplier, door delivery, delivery site as specified in the order.

6. Terms of delivery:

Payment terms shall be as stipulated elsewhere in this order.

7. Delivery in the event of any variance between the delivery dates indicated against the item and the date calculated based on completion period given in the text of the order, the date calculated based on the completion period given in text shall be binding for all contractual purposes.

8. Risk purchase:

Materials must be delivered as per the delivery schedule indicated, failing which purchaser reserves the right to cancel the order and procure materials from alternate suppliers and recover loss, cost, expense, if any, incurred in this connection from the supplier from any outstanding sums that may be due from the purchaser to the supplier against any of the orders/agreements entered into with the supplier or through a debit note in this regard.

In the event the supplier fails to make payment within 15 days an interest will be charged by the purchaser at the rate of 16% per annum till the date of realization.

9. Liquidated damages for delay in delivery:

The delivery time is the essence of the order. Purchaser reserves the right to recover liquidated damages from the supplier for any delay in delivery of the material beyond the stipulated delivery period at the rate of half (1/2%) per cent of the total order value per week of delay or part thereof, subject to a maximum of five (5%) percent of the total order value.

10. Markings:

Marking in english block letters shall be clearly stencilled on the packages with good quality non-fading paint in characters sufficiently large as the size of the package will permit.

One and the same set of marking should appear on all four sides of the packages. No marking need be made on top and bottom. The following markings shall appear prominently on all the four sides of the packages. Each consignment must relate to one purchase order only and for each package a separate set of challans/Invoice must be submitted. Packing of materials against more than one order in a case should be done in a manner that the material against each order should be separately packed, marked and listed on separate challans for easy identification.

All packages should be visibly marked on the outside in bold letters with the details of purchaser for easy identification.

11. Guarantees:

Material supplied should be guaranteed against defects/damage and bad workmanship for a period of 12 months from the date of commissioning. The supplier shall replace the defective/damaged items immediately at no additional cost.

12. Legal and statutory compliance -

The supplier shall comply with all legal and statutory compliances as applicable and arising out as a consequence of this order and indemnifies the purchaser from all liabilities arising out of any of any of its failure in this regard.

13. Force majeure:

The purchaser shall not be responsible for performance of any of its obligations under or in connection with this purchase order for reasons such as declared war, hostility, acts of the public or enemy, civil commotion, sabotage, fire, flood, earthquake, explosion, epidemic, quarantine restrictions or other acts of god.

14. Cancellation of order/contract:

The purchaser at his option, may cancel the contract at any time by a simple written notice to the supplier in case of supplier's non-compliance with his obligations under this order and more specifically in case any of the following circumstances occurs:

A) unjustified interruption of contractual services by the supplier including delays and/or failure to maintain delivery schedule of plant and equipment, designs and drawings and other supplies or completion of work as agreed to.

B) errors, negligence, insufficiencies in the contractual work under execution or failure to supply required materials as per specification or manpower or in other similar circumstances affecting the quality of work for reason attributable to the supplier.

C) if the supplier refuses to implement instructions received from the purchaser or the engineer within the stipulations of the contract/order.

D) where the supplier is declared in liquidation or bankruptcy or is involved in similar proceedings or has been implicated repeatedly in litigation or may have entered into or transfers with his creditors or others which might compromise the supplier's solvency. In any of the cases described above, the purchaser shall inform the supplier of its decision to cancel the

contract/order or to terminate the supplier's services, in whole or part under it, specifying in such notice the reason or the basis for this decision. The supplier shall within fifteen (15) days from the above notice of default, correct such default or satisfy the purchaser regarding the action taken by him for

The corrective action, failing which the purchaser at his option will cancel the contract/order. The supplier shall immediately stop all work in connection with the contract/order, except as directed by the purchaser. In such case, the purchaser shall be at liberty to contract with other parties or to perform with his own personnel those supplies/ services undertaken by the supplier in the contract/order. In such case, the supplier shall be liable for any/all costs incurred by the purchaser for obtaining and/or erecting the balance supply from

Another party in excess of the ordered price. In case of termination of part of the contract/order, the supplier will continue performance of the contract/order to the extent not terminated by the purchaser.

15. Dispute resolution

All disputes and differences arising between the purchaser and supplier hereto in respect of any aspect of this contract/order or the interpretation construction or effect of the terms and conditions of this contract/order shall be referred to the sole arbitration of managing director, jusco or anyone else nominated by him and the same shall be deemed to be a reference within the meaning of arbitration and conciliation act,1996.the arbitrator shall have summary powers and shall be entitled to lay down his own procedure. It will not be obligatory on the part of the arbitrator to follow the provisions of indian evidence act,unless specifically enjoined upon the arbitrator under any statute or law for the time being in force.it will not be obligatory on the part of the arbitrator to give any speaking and/or reasoned award.both the parties hereby further agree and covenant with each other and they have full trust and confidence in the arbitrator and it is by mutual consent that the parties have agreed to appoint the arbitrator as mentioned hereunder as the sole arbitrator. The parties have further agreed that the award passed by the arbitrator shall be final and binding on the parties and they will comply and fulfill the same without raising any objection whatsoever. Jamshedpur shall be the venue for all arbitration proceedings.

16. Governing law and jurisdiction

This contract/order shall be construed, governed and enforced in Accordance with the laws of India. The parties hereby agree that all disputes relating to or in connection with this purchase order shall be subject to and be referred to the exclusive jurisdiction of Jamshedpur (Jharkhand) courts.

17. Notice

Any notice required or permitted by this contract shall be in writing and shall be given by either party to the other at the last known address of the either party.

18. Construction of contract/order:

The order shall be governed by the laws in india.

The order shall in all respects be construed and operated as a Contract as defined in the indian contract act, 1872 and sale of goods act, 1930, if applicable and save as otherwise expressly provided herein shall be governed by the provisions of the said acts.

19. Inspection and rejection: the purchaser shall reserve the right at its sole discretion to reject/part accept the goods under following conditions;

- A) inordinate delay in delivery
- B) goods not as per specifications
- C) test certificates/msds/other certificates as specified in the order not provided at the time of delivery
- D) goods in damaged condition
- E) short/excess supply
- F) any error in the invoice
- G) excise and other statutory documents not provided at the time of delivery

20. Other terms and conditions :

The supplier shall acknowledge receipt of order/contract and send the acceptance within a day of placement of this order.

In case of non receipt of order acknowledgement/any communication within this period, the order shall be treated as accepted.

In case the supplier is an e-partner, the acknowledgement shall be submitted through e-proc only.

21. Material safety data sheet shall accompany each item (as specified in the material specification) at the time of delivery.

This order shall be treated as final over and above any correspondences exchanged between the purchaser and the supplier including the suppliers offer(s) and shall be governed by the terms and conditions as specified herein and purchaser's request for quotation (rfq).

In case of any conflict between the terms and conditions given in this order and those in the rfq issued by the purchaser, technical specification or other tender documents, the terms and conditions given herein shall prevail.

Wherever purchaser has signed an agreement with the supplier, in the event of any conflict between the terms & conditions in this order and that in the agreement, the terms & conditions incorporated in the agreement shall prevail.

22. All correspondence with us shall be in duplicate.

A. Documents : description no. Of copies

- 1. Invoice 1 + 1 copies
- 2. Inspection clearance certificates 2 (two)
- 3. Material receipted challan (wherever applicable) 2 (two)
- 4. Packing list duly signed by vendor 2 (two)
- 5. Original freight document (for reimbursement) and freight bill 1+3 copies
- 6. Material test certificates / inspection report/msds 2 (two)
- 7. Bank guarantee / corporate guarantee (wherever applicable)1+ 3 copies

Signature of supplier's representative name

(to be submitted by supplier along with invoice)

Please note that the commercial invoice (if any) / original for buyer (for excisable goods) / freight bills (if any) are to be submitted to the concerned department for invoice verification (iv) and duplicate for transporter, road permits and other documents are to be submitted, along with the material to the receiving section of purchaser only.

For each unloading point you need to give separate challans/Invoice.

Any infringement of the aforesaid conditions will result in the purchase order being cancelled and the claim of the contractor will not be recognized and the amount of deposit retained ,if any,will be forfeited.

GST Law includes Central Goods & Services Tax Act, 2017 and respective State Goods & Services Tax Act, 2017 or respective Union Territory Goods & Services Tax Act 2017 including the Rules, Notifications, Circulars etc issued under the said Acts.

Clauses applicable for this order.

Registration

Registration under GST Laws is required in case vendor providing supply/service exceeding the limit provided under GST Law or in any other way required to be registered under GST Law

Submission of GST NO

Vendor should submit the GST Registration Certificate(as applicable)

Composition Scheme

Vendor shall inform JUSCO whenever the vendor shifts from composition scheme to normal scheme of registration or vice-versa on the date on which application for such shifting is made under GST Law. JUSCO reserves the right to get indemnified for any loss including Input Tax Credits under GST Law incurred due to such non intimation.

JUSCO's right to indemnity

Vendor need to comply with all statutory requirements under GST Law. JUSCO has the right to get indemnified by the vendor either by way of adjustment from the pending dues or by way of recovery in any mode for any loss suffered by JUSCO on account of any non-compliance by vendor under GST Law. The non-compliance includes, but not limited to, the following:

- 1) Invoice not submitted with contents prescribed under GST Law
- 2) GST amounts charged in invoices not paid to respective Governments within the prescribed period
- 3) Non-submission of returns under GST Law within the prescribed limits
- 4) Non-Issue of invoices, credit notes, debit notes, bills of supply, receipt voucher, refund voucher, delivery challan etc within the reasonable time or time limits mentioned under the GST Law
- 5) If JUSCO suffers any interest or other cost due to input mismatches or non-rectification of input mismatches arising on account of the vendor, JUSCO has the right to recover the same from the vendor in any manner.
- 6) Providing a wrong GSTIN of the vendor pertaining to specific transaction
- 7) Non-Submission of bills as per the prescribed timelines under the respective GST Laws
- 8) Incorrect HSN Code & SAC Code

JUSCO's right to pay GST under RCM if GSTIN not submitted

In case, for any reasons, if the vendor do not submit the copy of the GSTIN No., the same shall be deemed to be considered as unregistered vendor and JUSCO reserve the right to discharge GST under Reverse Charge Mechanism and further JUSCO shall not be liable to pay any GST amounts to the vendor.

The vendor will not be absolved from the liability of paying GST to Government in case JUSCO exercises its right under the said clause.

Submission of Forms / Certificates, if any

Forms / Certificates, if any, required under the GST Law will have to be issued by vendor within time limit prescribed failing which loss of tax benefit and interest including penalties will be recovered from vendor.

Non-Payment of GST Amount in certain cases

In the event if the vendor pays under the GST Laws any tax on account of non-compliance including penalty or interest thereon, JUSCO shall not be liable to reimburse such additional tax, penalty or interest to vendor in case such amounts are claimed by vendor.

Address of JUSCO in invoice

Vendor needs to mention the address of delivery of JUSCO correctly in the invoice and submit the bill at the billing address mentioned in the order.

Change in Law

‘Change in Law’ means a change in the applicable Laws (including the introduction of new laws and the repeal or modification of existing laws) or in the judicial or official government interpretation of such laws, made after the effective date, which affect the vendor in the performance of obligation under the order.

If, as a result of Change in Law due to increase in output taxes and duties, the vendor suffers any additional cost in execution of the works or in relation to the performance of its obligation under the order, the vendor, shall within fifteen (15) days from the date it becomes reasonably aware of such addition in cost, notify JUSCO of such additional cost due to Change in Law. JUSCO after receiving the notification shall pay the extra at actual on production of documentary evidence.

Similarly, if as a result of Change in Law, the Vendor derives any benefit from any deduction in cost for the execution of the contract, either party shall within fifteen (15) days from the date it becomes reasonably aware of such deduction in cost, notify the other party of such reduction in cost due to Change in Law. Such reduction in cost due to change in Law shall be passed on to JUSCO or shall be adjusted by the JUSCO.

Also, Vendor, for claiming under Change in Law, shall clearly mention the base price on which taxes and duties are calculated, percentage of taxes and duties.

GST TDS

TDS, if any, shall be deducted by JUSCO under the applicable GST Law from the vendor bills.

Submission of PAN

PAN shall be provided to deduct and deposit the income tax TDS at normal rate, else the income tax TDS at higher rate as prescribed by the law shall be deducted.

Retention

An amount equal to tax charged in the invoice may be retained by JUSCO from each bill submitted by the vendor. The amount so retained from each bill shall be returned/paid to the vendor in case if all the taxes are paid by the vendor to the Government and the credit is flowing into electronic credit ledger of JUSCO. In case if vendor fails to pay any of the tax amount reflecting in the invoice or credit is not flowing into electronic credit ledger of JUSCO due to the fault of vendor, JUSCO reserves the right to forfeit the said retention amount and vendor shall indemnify and shall have no claim against JUSCO.

GSTN Compliance Rating

JUSCO reserves the right to cancel the order in case the vendor is found to be blacklisted in the GST Portal or any reduction in rating of the vendor.

IT TDS

Income tax TDS will be deducted from service bills at the rates prescribed. Certificates for the same shall be issued to avail the credit as allowed by the law.

Anti-profiteering

Vendor should pass on the benefit due to implementation of GST as per the anti-profiteering clause under GST Laws which may include non-inclusion of any of the taxes or duties of erstwhile indirect tax regime in the bid price.

Penalty / Liquidated damages

In the event any penalty or LD is levied by JUSCO based on the terms & conditions of the contract, such levy is subject to tax under GST Laws and the vendor is obligated to pay tax to JUSCO or alternatively, JUSCO recover the LD / penalty amount including GST from the dues payable to vendor