

**BSES YAMUNA POWER LIMITED**

SHAKTI KIRAN BUILDING, 3rd FLOOR "A" BLOCK, KARKARDOOMA

DELHI, -110032, DELHI, INDIA

Telephone : 91-011 -39999844

Email: bypl.cnm@relianceada.com

CIN:- U74899DL2001PLC111525/GST No: 07AABCC8569N1Z0

**SELLER****PURCHASE ORDER**

2545255 GENUS POWER INFRASTRUCTURES LIMITED PLOT NO. 9, SECTOR-2 IIE, SIDCUL, RANIPUR HARIDWAR HARIDWAR UTTARANCHAL Pin Code: 249403 INDIA  Phone : Fax : 01334-239232 E-Mail : vinod.tiwari@genus.in Attention : Vendor GST No : 05AACCG1218P1ZN	PURCHASE ORDER NO.NB/ D01/ 23082244 PO DATE:14.08.2017 Seller Quot. Ref : Quotation Date : Plant:D031 Desc:BSES Yamuna Power Ltd., Delhi
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In accepting this PURCHASE ORDER, SELLER agrees to furnish the GOODS specified in full accordance with all conditions set forth herein and / or attachments hereto. All drawings, designs, specifications and other data prepared by OWNER and related thereto are the property of the OWNER and must be returned to OWNER upon completion by SELLER of the obligations under this PURCHASE ORDER. The information contained herein is not to be released or disclosed for any other use or purpose other than for the execution of this PURCHASE ORDER. This formal PURCHASE ORDER constitutes the entire agreement and only written changes by way of an amendment to this PURCHASE ORDER will be legally binding.

It is important that SELLER signs and returns the Purchase Order copy within three (3) days of receipt. No other form of acceptance will be accepted. Failure to return the acceptance does not diminish the responsibilities as set forth herein, but may result in a delay to any payments that may be due and may be cause for termination of this PURCHASE ORDER.

Delivery Date 30.09.2017	Total Basic Price	INR	18,707,500.00
	Packing & Forwarding Charges		Included
	Transportation		Included
	Others		Nil
	Integrated GST-ND	INR	3,367,350.00



**TOTAL ORDER VALUE: INR 22,074,850.00**

For excise and other details, please refer line items.

Delivery Terms :

DDP delhi store

Payment Terms : See Page inside.

 BUYER : VIKAS SRIVASTAVA	for BSES Yamuna Power Limited   Authorised Signatory	SELLER'S Acceptance  Signature      Title      Date
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REGISTERED OFFICE : Shakti Kiran Building, KarkardoomaNew Delli -110092

**BSES**

BSES Yamuna Power Limited

BSES YAMUNA POWER LIMITED

SUB: Supply of Pre-fitted Energy Meter 1Phase, 2 Wire, 10-60 Amp Static with boxes, Terminal cover, Genus Make in BYPL.

**General Clause**

- A) In this PO, unless the context otherwise requires, - The clauses mentioned in the PO shall be guided by the general terms and condition as mentioned in the NIT.
- B) If at any time, anything mentioned in this PO is found in contravention to the main terms and condition of NIT, same shall be deemed to be null and void.
- C) If at any time during pendency of execution of this PO, if terms and conditions of this PO and NIT are mutually deviated, it is agreed that parties to this PO shall communicate in writing as to the deviations so mutually agreed.

**REF DOCUMENTS :-**

1. NIT: CMC/BY/16-17/RB/VKS/052 dt. 30.11.2016.
2. Your offer No.: GPIL/MKtg//AS/052 dt. 05.01.2017.
3. Revised offer on dt.19.07.2017.
4. Technical Evaluation Report No.: BYPL-TBE-16-17-095.

Scope of Supply

S.No.	Item Description	QTY
1.	Pre-fitted Meter with box of 1ph & T-cover	25,000 Nos

GTP/Drawings to be submitted within 7 days from the date of PO to Mr.Gaurav Sharma, Mobile:9350261738,Tel(011)39999476, 3rd Floor, B Block, Shaktikiran Building, Karkardooma, Delhi-110032 Email:Gaurav Sharma <Gaurav.Sharma@relianceada.com>.Manufacturing shall be started only after approval of the below said documents by BYPL & giving manufacturing clearance:

- 1) GTP
- 2) QAP
- 3) Other relevant documents mentioned in our tender specification/communication.

GTP/Drawings submitted for Technical approval should be made considering all the pre-award discussion/confirmation between BYPL & Vendor.

*Bj*

**PURCHASE ORDER**

Number: NB / D01 / 23082244

Date: 14.08.2017

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- a) GTP/drawings/MQAP: Mr Gaurav Sharma, 3rd Floor, B Block, Shaktikiran Building, Karkardooma, Delhi-110032.  
Contact: (011) 39999476, Email: Gaurav.A.Sharma@relianceada.com.
- b) Payment & GST related: Mr. Vipin Jain, 2nd Floor, D Block, Shaktikiran Building, Karkardooma, Delhi-110032.  
Contact: (011)039992038, Email: vipin.jain@relianceada.com  
Mr. Rajiv Gupta, 2nd Floor, A Block, Shaktikiran Building, Karkardooma, Delhi-110032.  
Contact: (011)039999244, Email: rajiv.gupta@relianceada.com
- c) Transit Insurance related: Mr.Satyajit Banerjee, 3rd Floor, A Block, Shaktikiran Building, Karkardooma, Delhi-110032.  
Contact: (011)03999303, Email:Satyajit.Banerjee@relianceada.com.
- d) Invoice Submission: Mr. Sunil Jain, Vendor Support Cell, BSES Yamuna POWER LIMITED, Shaktikiran Building, Karkardooma, Delhi-110032.  
Contact : (011)39999996, Email: sunil.jain@relianceada.com.
- e) Inspections, & MDCC: Mr. Sudhir Maan, 3rd Floor, A Block, Shaktikiran Building, Karkardooma, Delhi - 110032.  
Contact: (011)03999303, M:9312666475, Email: sudhir.maan@relianceada.com.

**3.0 SCOPE OF SUPPLY AND PRICING:**

3.1 This Purchase Order is for the supply by SELLER of such materials, manufacturing processes, testing, preparation for shipment, delivery, and documentation, as are necessary to ensure the supply of GOODS and/or services as detailed within the Purchase order.

3.2 SELLER agrees that the price(s) stated in PURCHASE ORDER shall be FIRM and FOR BYPL-DELHI stores / site basis inclusive of Freight and GST @ 18%, and are not subject to price escalation unless otherwise stated in PURCHASE ORDER or subsequent amendment to the PURCHASE ORDER.

**4.0 DELIVERY DATE:**

4.1 The contractual delivery for the GOODS covered under this PURCHASE ORDER shall be 30.09.2017.

Delivery shall mean delivery at BYPL - DELHI STORES/SITES.

Request for delivery date extension, if any, shall be submitted to BYPL 7(seven) days prior to the contractual delivery date/schedule mentioning proper justifications/reasoning for the delay. Any reason which is not attributable to BYPL may not be entertained.

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**6.0 DELIVERY TERMS & ADDRESS:**

6.1 GOODS shall be delivered at stores/sites of BYPL New Delhi. The goods shall be despatch on FOR destination basis including payment of local taxes and duties, if any. On the invoice the material should be consigned as mentioned in the Material Despatch Clearance Certificate.

6.2 Unloading at BYPL store/site shall be done by SELLER.

6.3 Wherever applicable, the Vendor shall be responsible to issue required transit documents / E Way Bills for movement of Goods and the logistic partner / transporter 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.

**7.0 ACCEPTANCE OF GOODS:**

7.1 GOODS shall be accepted subject to Receipt of Material Despatch Clearance Certificate.

7.2 The Purchaser shall not accept materials if LR/ RR / Bilty and the Original Tax Invoice (Transporter Copy) are not handed over at store/site. The Vendor shall draw all dispatch documents in favor of Purchaser as Consigned to and billed to.

7.3 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.

7.4 The Vendor shall take signature of the authorized person at store/site with Purchaser's seal duly receipting the materials and the quantities in the absence of which payment shall not be made by the Purchaser.

7.5 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 store/site, the same shall be adjusted and net payment shall be made accordingly.

7.6 The Purchaser has exclusive right to reject the goods if not supplied strictly as per terms and conditions of this Order.

**8.0 HANDLING AND STORAGE:**

8.1 Material Safety Data Sheet (MSDS), detail handling & storage instruction sheet/manual, wherever applicable, to be furnished before commencement of supply and one copy is to be submitted in store/site with First Lot.

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subsequent to the issue of PURCHASE ORDER but within the stipulated delivery period.

13.3 Notwithstanding what is stated above, changes in Taxes, Duties & Levies shall applied only to that portion of PURCHASE ORDER not executed on the date of notification by Competent Authority. Further, changes in Taxes, Duties & Levies after due date of Delivery shall not affect PURCHASE ORDER Terms and Value.

13.4 PURCHASE ORDER value shall not be subject to any variation on account of variation in Exchange rate(s).

**14.0 TAXES & DUTIES ON RAW MATERIALS & BOUGHT OUT COMPONENTS:**

14.1 Taxes & Duties on raw materials & bought out components are included in Order Value and are not subject to any escalation or variation for any reason whatsoever.

14.2 Taxes & Duties on raw materials & bought out components procured indigenously are included in Order Value and are not subject to any escalation or variation for any reason whatsoever.

**15.0 Quality plan inspection & tests**

The Quality Assurance and Inspection shall be as mentioned below:

15.1 Buyer reserves the right to inspect & test the meters strictly as per our specifications at manufacturer's work before dispatch to ensure that these meters are supplied in accordance with the technical specifications & guaranteed technical particulars. The cost of such inspection & testing shall be borne by the SELLER.

15.2 GOODS shall be inspected by BUYER and/or third party inspection agency nominated by BUYER. Inspection shall carry out stage wise / final inspection as per agreed QA/QC procedure. No material is to be dispatched before receipt of material dispatch clearance certificate from Inspection department. BYPL has the right to depute inspector to monitor/verify compliance of contract , QA procedure and product compliance. In addition Inspection of GOODS shall be carried out at our site/stores. SELLER shall, however Repair/replace the damaged/rejected GOODS to the satisfaction of BUYER at no extra cost.

15.3 Any amendment in the standards relevant to the Purchase Contract shall be intimated within 15 days from the date of amendment, which shall be incorporated in the Meters dispatched thereafter. The cost implication

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(I) Four (4) copies of Supplier's detailed Recipient Invoice showing Commodity description, quantity, unit price, total price and basis of delivery, and being 100% of the value of the consignment claimed.

(II) Four (4) copies of Supplier's transporter invoice duly received by BYPL Stores & Original certificate issued by BYPL confirming receipt of the subject material at Stores/Site and acceptance of the same as per the provisions of the contract.

(III) Four (4) copies of the Packing list.

(IV) Guarantee certificate

(V) Check list for bill submission

(VI) Material Despatch clearance certificate (MDCC)

(VII) Annexure E

18.2 It is agreed that the invoices will be paid in two stages (a) Base Amount (b) Tax Amount. Tax Amount will be paid only after vendor provides sufficient proof that the GST amount charged in its invoice is declared in GSTR-1 and GSTR-3 returns and payment of taxes has been made.

18.3 Purchaser has the right to recover tax loss, interest and penalty suffered due to any non-compliance of tax laws by the Vendor. In the event, Purchaser is not able to avail any tax credit due to any short coming on the part of the Vendor (which otherwise should have been available to Purchaser in the normal course), then the Vendor at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the Vendor will make 'good' the loss suffered by Purchaser due to the tax credit it lost. In such event, any amount paid to the Vendors shall be first attributable to the tax (GST) charged in the invoice and the balance shall be considered towards the 'value' of supply of goods/ services.

18.4 Purchaser shall deduct "Tax Deducted at Source" wherever applicable and at the rate prescribed under the GST Laws or any other Indian law and remit the same to the Government. Necessary TDS certificates as per law shall be issued by the purchase to the vendor.

18.5 Any liability arising out of dispute on the tax rate, classification under HSN, calculation and payment of tax to the Government will be to the Vendor's account.

18.6 Where the supply of Goods are liable to GST under reverse charge mechanism, then the supplier 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 Supply".

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10-60Amps Static Watt hour meters of class: 1.0 accuracy with Boxes. Constructional Features, Tamper and Anti-Fraud detection / evidence features, Component Specifications, General Requirements set out in this Purchase Contract, guarantees that the Meters shall fulfill all its other obligations in the manner as set out in the Purchase Contract. The supplier guarantees the material / items supplied against any defect or failure, which arise due to faulty material, workmanship or design of Meters against malfunctioning or functioning beyond the specified specification during the Guarantee period which shall be as follows

**Guarantee Period.**

23.1.1 60 Months from the date of commissioning of the Meters, or

23.1.2 66 Months from the date of delivery, whichever is earlier.

23.2 Supplier shall ensure that any guarantee given under any sales agreement it has entered into with a manufacturer for the supply of components to be used in the Meters to be supplied against this Purchase Contract shall also be extended to Buyer.

23.3 Supplier guarantees that there is no infringement advertently or in advertently of Patent, Trade Mark or any other Intellectual Property Right and stands as a guarantor to reimburse all the losses and damages if inflicted on the Buyer on account of any reason whatsoever.

23.4 Return, replacement or substitution

Buyer shall give Supplier notice of any defective Meter promptly after becoming aware thereof. Buyer may in its sole discretion elect to return defective Meters to Supplier for replacement, free of charge to Buyer or may reject such Meters and purchase the same or similar Meters from any third party. In case of similar Meters are purchased from third party, Buyer shall furnish proof to supplier of the cost of such substitute purchase. In either case, all costs of any replacement, substitution, shipping, labour and other related expenses incurred in connection with the returned and replacement or for the substitute purchase of a Meter hereunder should be for the account of Supplier on DDP, Delhi, India basis.

23.5 In the event the Meters supplied by the Supplier fail to perform as warranted and guaranteed, the Meters shall be promptly replaced by the supplier at its own cost to ensure its working as warranted / guaranteed. Notwithstanding anything contained herein, Buyer shall be entitled to terminate the Purchase Contract and shall, in any event, reserve all its

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Meters delivered in accordance with the Purchase Contract will be accepted subject to inspection on receipt of Meters and conforming with Buyer's design, drawing, Technical Specification and /or approved sample as specified. If Meters are not in accordance with the Technical Specifications or do which they are ordered, wherever specified or not satisfactory for any reason what so ever, such Meters may be rejected at the Buyers option. In the event that such Meters are accepted, the parties shall re-negotiate the price that shall reflect the condition of the Meters.

**27.0 Packing**

The Supplier shall provide for Genus protection and packing of the Meters in accordance with the best established practices, so as to protect Meters from damages under conditions which may involve multiple handling, transation by ship/ rail/road, storage, exposure to heat, moisture, rain etc. Any breakage, damage, and/or pilferage, including when in transit, arising from faulty packing shall be the responsibility of the Supplier. Clear RRS/TRS shall not be considered as sufficient proof that goods are Genusly packed.

All packages shall be visibly marked mentioning Purchase Contract number and name of Buyer in bold letters and must contain copies of challans /packing slips inside.

**28.0 Rejections :**

Rejected Meters lying at Buyer's premises shall be at the Supplier's risk. They shall be removed by Supplier immediately upon receipt of the Meters rejection advice. In case the rejected Meters are not removed within 15 days from the date of material rejection, Buyer shall be entitled to return the Meters to the Supplier at Supplier's risk and cost or scrap the Meters without any compensation payable to the supplier and without any further reference to the Supplier.

The rejected meter refer to the defects of design or manufacture by the supplier including the non-functionality of meter as per the technical specifications and its latest amendment given along with the RFQ, during testing and after installation on site over the period of guarantee period.

**29.0 List of vendors for major components:**

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Vendor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by vendors encapsulated in the #Vendor Code of Conduct# displayed on the official website of BYPL (www.bsedelhi.com) also, which shall be treated as a part of the contract/PO/WO.

Vendor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the contract/PO/WO.

In event of any such breach, irrespective of whether it causes any loss/damage, Purchaser (BYPL) shall have the right to recover loss/damage from Vendor.

The Contractor/Vendor hereby indemnifies and agrees to keep indemnified the Purchaser (BYPL) against any claim/litigation arising out of any violation of Vendor Code of Conduct by the Contractor/Vendor or its officers, agents & representatives etc.

Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT in the technical specification and drawings made available to Contractor consisting of general conditions, detailed scope of work, detailed technical specification, detailed equipment drawing and Complete scope of work.

Contractor and Company contractual obligation are strictly limited to the terms set out in the CONTRACT. No amendments to the concluded CONTRACT shall be binding unless agreed to in writing for such amendment by both the parties.

Annexure "B"

PROFORMA OF PERFORMANCE BANK GUARANTEE  
(TO BE ISSUED ON RS 100/- STAMP PAPER)

Bank Guarantee No.

Place:

Date:

To

BSES Yamuna POWER LTD

Whereas BSES Yamuna POWER LTD (hereinafter referred to as the "Purchaser", which expression shall unless repugnant to the context or

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3. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable during the period that would be taken for satisfactory performance and fulfillment in all respects of the Contract or in the event of any dispute between the Purchaser and Supplier until the dispute is settled (provided that the claim/ demand under this guarantee is lodged /referred during the currency of this guarantee) or till the Purchaser discharges this guarantee whichever is earlier.

4. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract. or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference: to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

5. The Bank agrees that the Purchaser and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.

6. Notwithstanding anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to..... % of the Contract Value i.e.....Rs.(Rupees) and it shall remain in force upto and including .Unless a demand to enforce a claim under this guarantee is made against the Bank within .....months of the above date of expiry i.e. up to.....all the rights of the Purchaser under the said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.

**PURCHASE ORDER**

Number : NB / D01 / 23082244

Date : 14.08.2017

BSES YAMUNA POWER LIMITED

Ref. Purchase Order No. :

Dear Sir,

We hereby confirm that the..... Dispatched to BSES YAmuna POWER LTD vide invoice no.....DT.....is exactly of the same nature and description as per above mentioned Purchase Order.

We further confirm that we will replace/repair our..... free of cost If found any manufacturing defect during..... Months from the date of completion of delivery of material or.....months from the data of commissioning whichever is earlier.

Vendors Name & Signature

Annexure "E"

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 with GST Department as per law by 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"

