

**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:- U40109DL2001PLC111525/GST No: 07AABCC8569N1Z0

**SELLER****PURCHASE ORDER**

203478 Landis + Gyr Limited Diamond Harbour Road P.O. Joka, Dist. 24 Paraganas  Kolkata WEST BENGAL Pin Code: 700104 INDIA  Phone : Fax : 33- 24677400 E-Mail : sandip.roy@landisgyr.com Attention : Somit.Kishore@landisgyr.com Vendor GST No : 19AAACV9922B1ZB	PURCHASE ORDER NO.NB/ D01/ 23084702 PO DATE:19.12.2018 Seller Quot. Ref :BY20180302 Quotation Date : 08.03.2018 Plant:D031 Desc:BSES Yamuna Power Ltd.
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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.


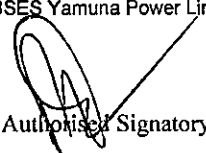
Delivery Date 28.02.2019	Total Basic Price	INR	29,120,000.00.
	Packing & Forwarding Charges		Included
	Transportation		Included
	Others		Nil
	Integrated GST-ND	INR	5,241,600.00

**TOTAL ORDER VALUE: INR 34,361,600.00**

For excise and other details, please refer line items.

Delivery Terms :  
DDP DELHI STORES

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, Karkardooma New Delhi -110092

**BSES**

BSES Yamuna Power Limited

No	Item Code HSN code	Material Description	Quantity	UOM	Price Details	Unit Rate	Amount (INR)	
1	2100226948 90283010	MTR,ENERGY,DIGTL,KVAH,W/ BOX  METER,ENERGY,TYPE:DIGITAL,VOLTAGE:230 V,CURRENT:10-60 A,FREQUENCY:50 HZ,DISPLAY SIZE:10X6 MM,COMMUNICATION PROTOCOL:PROPRIETARY,ACCURACY:1,CON NECTION:2,STANDARD:IS13779,PHASE:1 PH,SPECIAL REQUIREMENT:KVAH,ADDITIONAL INFORMATION:WITH BOX	40,000	NOS				
					Basic Price	728.00	INR/ NOS	29,120,000.00
					Integrated GST-ND	18.00	%	5,241,600.00
					Total Basic Price		INR	29,120,000.00
					Total Packing & Forwarding Charges			Included
					Total Transportation			Included
					Total Others			Nil
					Total Integrated GST-ND		INR	5,241,600.00
					Total Order Value:		INR	34,361,600.00

Note(S): 1. It is essential that the seller shall mention Item No. & Item code along with corresponding Material Description and P.O. No. as mentioned above, in the Delivery challan(On-Shore Order) / Packing List (Off-shore Order) and invoice for ease of material Inwarding and Bill Processing. It is also essential that the Seller attaches a Tag /Sticker with each item indicating item Code & PO No. Failure to do so may be the grounds for the rejection(s) or delay in release of payment(s).

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BSES YAMUNA POWER LIMITED

ANNEXURE-A TO PO NO D01/23084702 DT:19.12.2018

**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/17-18/RB/VKS/066 dt. 17.02.2018.
2. Your offer No.: BYPL 20180302/PD dt. 08.03.2018.
3. Revised offer on dt.30.09.2018.
4. Technical Evaluation Report No.: BYPL-TBE-18-19-018.

**Scope of Supply**

S.No. Item Description	QTY
1. Pre-fitted Meter with box of 1ph & T-cover KVAH	40000 Nos

GTP/Drawings to be submitted within 7 days from the date of PO to Mr.Gaurav Sharma and Sh Ashish Joshi, 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.

GTP/drawing approval shall be completed within 2 weeks from the date of

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Purchase order. Delay in getting GTP/drawing approval should not be an excuse for late deliveries and waiver of LD Charges.

**ANNEXURE-A**

**COMMERCIAL TERMS & CONDITONS:-**

**1.0 DEFINITIONS:**

The following terms shall have the meanings defined below when used in capital letters herein:

1.1 BUYER shall mean BSES YAMUNA POWER LIMITED, their successors and assigns, from time to time.

1.2 PURCHASE ORDER shall mean this PURCHASE ORDER and amendments thereof and the drawings, specifications and other documents/papers referred to therein.

1.3 SELLER shall mean the person, firm or company with whom BUYER has placed PURCHASE ORDER.

1.4 SUB-SELLER shall mean any person, firm or company other than BUYER supplying GOODS in connection with PURCHASE ORDER to SELLER.

1.5 The term "SELLER" as used herein shall encompass such terms as "Vendor", "Supplier", "Manufacturer", "Bidder" or "Subcontractor" as used in documents referenced herein or attached hereto.

1.6 The term "BUYER" as used herein shall encompass such terms as "BSES YAMUNA POWER LIMITED", "Purchaser" or "Customer" as used in documents referenced herein or attached hereto.

1.7 GOODS shall mean all items to be provided under PURCHASE ORDER whether raw materials, processed materials, equipment, fabricated products, services, drawings or other documentation as applicable.

1.8 STORES / SITE shall mean the BUYER'S stores / site as defined elsewhere in this PURCHASE ORDER.

1.9 Dimensions, weights and measures shown herein are in metric units, other than nominal pipe sizes, which shall include fittings, flanges etc; bolt and screw diameters, which are in inches.

**2.0 COMMUNICATION:**

2.1 All communications, correspondence and documentation requested in this PURCHASE ORDER shall be as per the post order co-ordination mentioned elsewhere in this Annexure.

2.2 All communications, correspondence and documentation requested in this PURCHASE ORDER shall be addressed as follows:

a) GTP/drawings/MQAP: Mr Gaurav Sharma, 3rd Floor, B Block, Shaktikiran

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Building, Karkardooma, Delhi-110032.

Contact: (011) 39999476, Email: Gaurav.A.Sharma@relianceada.com.

Mr. Ashish Joshi, 3rd Floor, B Block, Shaktikiran Building, Karkardooma, Delhi-110032.

Contact: (011) 39999038, Email: ashish.k.joshi@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 as per following delivery schedule:

**Delivery Schedule:**

1. 20,000 Nos. by 30.01.2019
2. 20,000 Nos. by 28.02.2019



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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.

**5.0 INVOICING INSTRUCTIONS:**

5.1 Invoices in triplicate [1) Original for recipient, 2) Duplicate for Transporter, 3) Triplicate for supplier] shall be made out and delivered to the following address: BSES YAMUNA POWER LIMITED, SHAKTI KIRAN BUILDING, KARKARDOOMA, DELHI-110032.

MDCC will be released separately for Capex & Opex. Invoice will be submitted by supplier as per the MDCC.

5.2 Vendor shall obtain GST registration in the State from where the supply will be carried out. Vendors supplying Goods to the Purchaser shall have a valid GST registration number and shall submit GST Tax Invoice and other documents as per SGST Act, CGST Act, IGST Act, UTGST Act, GST Compensation Cess Act and Rules made there under. Failure to submit GST Tax Invoice shall be liable for withholding SGST, CGST, IGST, UTGST, GST Compensation Cess amount charged by the vendor while releasing the payment.

5.3 Invoice in the name of BSES YAMUNA Power Limited & address of the store/site mentioned in the MDCC. Invoice should contain all information as required under GST Invoice, Debit Note and Credit Rules. The government has notified rules of invoicing under GST along with a template of invoice(GST INV-01) covering the elements such as supplier's details, GSTIN No, HSN Codes, item details, GST tax rates, etc that need to be presented by the supplier.

5.4 Vendor to carefully examine and charge relevant CGST / SGST, UGST , IGST and GST compensation cess as applicable to the transactions.

5.5 Timely provision of invoices / Debit Notes / Credit Notes:

5.5.1 Vendor to timely provide invoice / Debit note / Credit note to enable Purchaser to claim tax benefit on or before stipulated time period. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made within the time lines prescribed under the GST Laws.

5.5.2 In case of receipt of advance, the Vendor undertakes to raise the tax invoice. Purchaser, upon payment of advance, shall issue payment

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voucher as per applicable GST laws and rules. Four copies of the invoices need to be provided by suppliers and wherever the law requires, an Electronic Reference Number for each invoice. Documents and devices to be carried by a person-in-charge of a conveyance under.

**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.



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**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.

**9.0 PACKING & FORWARDING:**

9.1 Charges towards Packing, Forwarding and Loading at SELLER/SUB-SELLERS Shop/Warehouse (F.O.R basis) are included in total order value.

**10.0 TAXES & DUTIES:**

10.1 Prices for Goods are on Ex- Works basis. For the Goods covered under the GST laws, all taxes that are applicable under CGST, SGST, UGST, IGST and GST Compensation Cess shall be payable extra.

10.2 For the Goods not covered in the GST laws, the applicable ED, VAT / CST shall be payable extra at applicable rates.

10.3 Provisional GSTIN of BYPL - 07AABCC8569N1Z0

TIN NO of BSES YAMUNA POWER LTD - 07740254593

PAN NO of BSES YAMUNA POWER LTD - AABCC8569N

10.4 At the end of each month, the SELLER must submit their detail of invoices and amount thereof to the concerned officer in charge, within 07 days after the close of the respective month of which supply relates. Non submission of the said request would be treated as good as that the SELLER has no requirement of reconciliation.

**11.0 GST RATE:**

11.1 GST @ 18% (Component(s) shown in PO).

11.2 SELLER shall indicate CONSIGNEE as BSES YAMUNA POWER LIMITED

**12.0 OCTROI / ENTRY TAX:**

12.1 Octroi / Entry Tax is not applicable.

**13.0 VARIATION IN TAXES, DUTIES & LEVIES:**

13.1 The total order value shall be adjusted on account of any variations in Statutory Levies imposed by Competent Authorities by way of fresh notification(s) within the stipulated delivery period only. In case of

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reduction in taxes, duties and levies, the benefits of the same shall be passed on to BUYER.

13.2 No other Taxes, Duties & Levies other than those specified above will be payable by BUYER except in case of new Levies, Taxes & Duties imposed by the Competent Authorities by way of fresh notification(s) 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

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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 and feasibility for such technology up-gradation shall be mutually discussed.

15.4 Buyer reserve the right to send any Meter out of the supply to any recognized laboratory for testing and the cost of testing shall be borne by the Seller. In case the Meters is found not in order with the technical requirement / specification, the charges along with any other penalty which may be levied is to borne by the Supplier.

15.5 Buyer reserve the right to inspect the components and final inspection of meters of entire quantity given in the purchase contract.

15.6 Inspection charges are included in total order value. In case of futile/abortive visit of Buyer's inspector at SELLER'S works, the cost towards the same shall be debited from the Seller's invoices.

15.7 GOODS covered by this PURCHASE ORDER shall not be dispatched in whole or in part until SELLER has received a written Release for Shipment Notice from BUYER or their designated representative.

15.8 Inspection call shall be forwarded 15(Fifteen) days prior to date of Readiness of Material along with Routine Test Reports.

15.9 Type Test. BSES can pick 3 random meters from the lot during inspection and send it for type testing. Cost of type testing to be born by M/s L&G. The same shall be tested at the accredited labs like ERDA, CPRI etc. In case of non-compliance report, BSES can take decision to return all material.

**16.0 TRANSPORTATION:**

16.1 SELLER shall arrange transportation of GOODS from SELLER's/SUB-SELLER's works/warehouse(s) to BUYER's Stores/SITE.

16.2 Charges for transportation of GOODS from SELLER's works to STORE/SITE are included in total order value.

**17.0 TRANSIT INSURANCE:**

17.1 Transit Insurance shall be arranged by the Buyer. MARINE CARGO POLICY NO. "92000021180200000006". Period of insurance: Apr 01, 2018 to Mar 31, 2019. Kindly mentioned the same on the Invoice.

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**18.0 PAYMENT TERMS:**

18.1 100% payment shall be paid in 45 days from the date of receipt and acceptance of GOODS at STORES/SITE on presentation of following documents:

(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 receipted 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.



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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".

**19.0 ORDER OF PRECEDENCE:**

19.1 This PURCHASE ORDER is intended to be interpreted as a consistent and compatible whole. If, however, an unintentional ambiguity or conflict is discovered to exist between separate provisions contained herein, BUYER and SELLER agree to resolve such conflicts by application of the commercial order of precedence shown below:

- 1) Any amendments to PURCHASE ORDER.
- 2) PURCHASE ORDER.
- 3) Annexure - A: Commercial Terms & Conditions.
- 4) Annexure - B: General Terms & Conditions of Purchase.

**20.0 VALIDITY OF PRICES:**

20.1 The prices of GOODS covered under this PURCHASE ORDER shall be valid for contract period as indicated in PURCHASE ORDER.

**21.0 PENALTY FOR DELAY:**

21.1 The date stipulated for delivery of GOODS shall be the essence of PURCHASE ORDER.

21.2 In the event the supply is delayed beyond schedule, we shall levy penalty of (one) 1% of the basic(ex-works) PO value per week of delay or part thereof, subject to maximum of (Ten)10% of the total basic(ex-works) PO value of undelivered units.

21.3 BUYER may, without prejudice to any method of recovery, deduct the above amount from, any sum due or which may become due to the SELLER in this or any other contract or from the Performance Bond or file a claim against the SELLER.

21.4 If Penalty is levied as per the Order terms & conditions; BYPL will raise Invoice of the penalty amount along with applicable GST rates. Accordingly, after set off of the penalty Invoice amount, net payment shall be made.

**22.0 GUARANTEE:**

22.1 Supplier represents and guarantee that the Meters shall be free from

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liens and defects in design, material, workmanship, and title, and shall conform in all respects to and shall be manufactured strictly in accordance with the Standards, Technical Specification, including, design, manufacture, testing, supply of single phase 2 wire 10-60Amps Static Watt hour meters of class: 1.0 accuracy. 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.

22.1.1 60 Months from the date of commissioning of the Meters, or

22.1.2 66 Months from the date of delivery, whichever is earlier.

22.2 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.

22.3 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.

22.4 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.

22.5 In the event the Meters supplied by the Supplier fail to perform as warranted and guaranteed, the Meters shall be promptly replaced by the

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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 right under this Purchase Contract, including, its right to invoke the Performance Bank Guarantees and/or Corporate Guarantee, and all other laws for the time being in force applicable to the situation.

22.6 The Supplier shall at all times submit sufficient proof through documentary evidence that the only specified Make components are used in the Meters, and Buyer shall be entitled to inspect all such proof.

**23.0 Transfer & Subletting by Supplier**

The Supplier shall not sublet, transfer, assign or otherwise part with the Purchase Contract or any part thereof, either directly or indirectly, without prior written permission of the Buyer.

**24.0 Assignment by Buyer**

24.1 Buyer may assign its rights and obligations hereunder to any other entity by giving written notice to the other Party of such assignment.

24.2 This Purchase Contract, and the rights and obligations of Buyer under this Purchase Contract shall be assignable to other Buyer group companies without the prior written consent of Supplier.

24.3 Supplier shall include provisions of this article in each of its Purchase Contract entitling itself to assign such Purchase Contract and the rights and obligations of Supplier there under to other Buyer group company

**25.0 Spares & Consumables**

25.1 Supplier shall at all times stock sufficient spares and ensures availability of such spares to the Buyer for a minimum period of 5 years from date of commissioning of Meters and shall submit to the Buyer the list of spares, the quantity thereof and the place at which it is to be kept. Any change in the design, Technical Specification whatsoever shall not relieve the Supplier from its responsibility for supply of spares required for above period for the Meters.

25.2 The supplier shall keep the additional meters of the specified description at its factory at and will dispatch to Delhi, if there is need for replacement with no cost to the Buyer at Buyer's stores. Defective Meters shall be replaced within 15 days from the time of written Intimation.

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BSES YAMUNA POWER LIMITED

**26.0 Acceptance of Materials:**

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 secure 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 securely 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 Supllier'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.

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

Supplier shall submit list of Vendors, country of origin in respect of following components used for manufacturing the Meters under the Purchase Contract :

29.1 Current transformer

29.2 Measurement / Computing Chips.

29.3 Memory Chips.

29.4 Display Modules.

29.5 Communication Modules

29.6 Optical

29.7 Power Supply

29.8 Electronic Components

29.9 Mechanical Parts

29.10 Any other parts

29.11 Vendor shall also use components

as per our specification and deviation of any shall have prior approval

**30.0 PERFORMANCE BANK GUARANTEE**

30.1 SELLER to furnish Performance Bank Guarantee for due performance of the provisions of this PURCHASE ORDER.

30.2 Performance Bank Guarantee shall be for Five (5%) percent of the total value of GOODS and shall be valid for a period of 60 months from the date of commissioning or 66 months from the date of supply, whichever is earlier plus 3 months towards claim period.

30.3. The BYPL may, without prejudice to any method of recovery deduct the amount for such damages from any amount due, or which may become due to the L&G.

30.4 If L&G fails to pay the amount due to BYPL, fails to supply the meters in time or rectify the defects within the specified period or replace the defective meters during the Guarantee period, BYPL has the right to encash the BG without affecting any of its right available under the contract including right to buy and get installed at the risk and cost of L&G.

30.5 Performance Bank Guarantee shall be from any nationalized bank in favour of BSES YAMUNA POWER LTD. The performance bank guarantee shall be in the format as specified by BSES Yamuna POWER LTD.

*B*



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**31.0 ACCEPTANCE:**

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.bsesdelhi.com](http://www.bsesdelhi.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

**BSES**

BSES Yamuna Power Limited

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BSES YAMUNA POWER LIMITED

Whereas BSES Yamuna POWER LTD (hereinafter referred to as the "Purchaser", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has awarded to M/s.....with its Registered / HeadOffice at..... (hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a contract no..... dated.....(the Contract);

And whereas the value of the Contract is Rs.....( The Contract Value).

And whereas it is a condition of the Contract that the Supplier shall provide a Performance Bank Guarantee for the due and faithful performance of the entire Contract for a sum equivalent to -..... % of the Contract Value to the Purchaser on or before

And whereas the Bank under instructions from the Supplier has agreed to guarantee the due performance of the Contract.

Now it is agreed as follows:

1. we (Name of the Bank) having its Head Office at (hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to% of the Contract Value

as aforesaid at any time upto (day/month/year) without any demur, reservation,

contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.

2. The demand shall consist only of an original letter issued by Purchaser stating that the Supplier has failed to fulfill its obligations under the Contract. Such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference or dispute

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between the Purchaser and the Supplier or any difference or dispute pending before any Court, Tribunal, Arbitrator or any other authority.

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 ie.....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

*Pz*

**BSES**

BSES Yamuna Power Limited

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said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.

7. This Performance Bank Guarantee shall be governed by the laws of India.

Dated this Witness

day of 2017 at

1. For Bank

2. Signature  
Name

Power of Attorney No:

Banker's Seal

**BANK GUARANTY SUBMISSION FORM**

1. Vendor name : \_\_\_\_\_

2. Bank Email ID : \_\_\_\_\_

3. Bank Phone No : \_\_\_\_\_

4. Dispatched the BG -Local Address: \_\_\_\_\_  
\_\_\_\_\_

5. Dispatched the BG Head Office Address: \_\_\_\_\_  
\_\_\_\_\_

**Annexure "C"**

**GUARANTEE CERTIFICATE**

*R*

**PURCHASE ORDER**

Number: NB / D01 / 23084702

Date: 19.12.2018

BSES YAMUNA POWER LIMITED

BSES YAmuna POWER LIMITED, Shakti Kiran Building Karkardooma Delhi 110032.

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"

Bz