

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

PURCHASE ORDER

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.


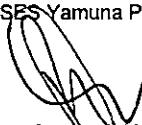
It is important that SELLER signs and returns the Purchase Order copy within three (3) days of receipt. No other form of acceptance will be accepted. Failure to return the acceptance does not diminish the responsibilities as set forth herein, but may result in a delay to any payments that may be due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

<p>Delivery Date 31.05.2019</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Total Basic Price</td> <td style="width: 10%; text-align: center;">INR</td> <td style="width: 30%; text-align: right;">43,680,000.00</td> </tr> <tr> <td>Packing & Forwarding Charges</td> <td></td> <td style="text-align: right;">Included</td> </tr> <tr> <td>Transportation</td> <td></td> <td style="text-align: right;">Included</td> </tr> <tr> <td>Others</td> <td></td> <td style="text-align: right;">Nil</td> </tr> <tr> <td>Integrated GST-ND</td> <td style="text-align: center;">INR</td> <td style="text-align: right;">7,862,400.00</td> </tr> </table>	Total Basic Price	INR	43,680,000.00	Packing & Forwarding Charges		Included	Transportation		Included	Others		Nil	Integrated GST-ND	INR	7,862,400.00
Total Basic Price	INR	43,680,000.00														
Packing & Forwarding Charges		Included														
Transportation		Included														
Others		Nil														
Integrated GST-ND	INR	7,862,400.00														
<p>TOTAL ORDER VALUE: INR 51,542,400.00</p>																

For excise and other details, please refer line items.

Delivery Terms :
DDP delhi store

Payment Terms : See Page inside.

<div style="text-align: center;">  </div> <p>BUYER : VIKAS SRIVASTAVA</p>	<div style="text-align: center;"> <p>for BSES Yamuna Power Limited</p>  <p>Authorised Signatory</p> </div>	<p>SELLER's Acceptance</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Signature</td> <td style="width: 33%;">Title</td> <td style="width: 33%;">Date</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> <td></td> </tr> </table>		Signature	Title	Date			
Signature	Title	Date							

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, SECURE MAKE	20,000	NOS			
					Basic Price	728.00	14,560,000.00
					Integrated GST-ND	18.00	2,620,800.00
2	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, SECURE MAKE	20,000	NOS			
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					Integrated GST-ND	18.00	2,620,800.00
3	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, SECURE MAKE	20,000	NOS			
					Basic Price	728.00	14,560,000.00
					Integrated GST-ND	18.00	2,620,800.00

Total Basic Price	INR	43,680,000.00
Total Packing & Forwarding Charges		Included
Total Transportation		Included
Total Others		Nil
Total Integrated GST-ND	INR	7,862,400.00

Total Order Value:	INR	51,542,400.00
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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 D01/23084880 DT:24.01.2019.

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.: SML.BYPL.66.MNV.240818B/2 Dated:24.08.2018.
3. Revised offer on dt.08.01.2019.
4. Technical Evaluation Report No.: BYPL-TBE-18-19-018 dt.02.07.2018.

Scope of Supply

S.No.	Item Description	QTY
1.	Pre-fitted Meter with box of 1ph & T-cover KVAH, Secure make	60,000 Nos

GTP/Drawings to be submitted within 7 days from the date of PO to Mr.Gaurav A Sharma, Mobile:9350261738,Tel(011)39999476, 3rd Floor, B Block, Shaktikiran Building, Karkardooma, Delhi-110032 Email:Gaurav A Sharma <Gaurav.A.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.



BSES YAMUNA POWER LIMITED

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



PURCHASE ORDER

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BSES YAMUNA POWER LIMITED

this PURCHASE ORDER shall be addressed as follows:

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. Suraj Pati, Mobile No. 09312782511, 3rd Floor, A Block, Shaktikiran Building, Karkardooma, Delhi-110032. Contact: (011)03999322, Email: suraj.pati@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 charges is nil and GST@ 18% is extra 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 as per following delivery schedule:

Delivery Schedule:

1. 20,000 Nos. by 31.03.2019
2. 20,000 Nos. by 30.04.2019

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PURCHASE ORDER

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BSES YAMUNA POWER LIMITED

3. 20,000 Nos. by 31.05.2019

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.

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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 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.

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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.

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 GSTIN of BYPL - 07AABCC8569N1Z0

CST No of BSES YAMUNA POWER LTD - 07740254593

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% is extra (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:



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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 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

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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 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 7(seven) 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 SECURE. 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:

By

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17.1 Transit Insurance shall be arranged by the Buyer. MARINE CARGO POLICY NO. "92000021180200000006"01.04.2018 to 31.03.2019.

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 D

18.2 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.

18.3 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.

18.4 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.

18.5 Where the supply of Goods are liable to GST under reverse charge

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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.

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.

22.4 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.

23.0 GUARANTEE:

23.1 Supplier represents and guarantee that the Meters shall be free from liens and defects in design, material, workmanship, and title, and shall conform in all respects to and shall be manufactured strictly in

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accordance with the Standards, Technical Specification, including, design, manufacture, testing, supply of Pre-fitted Single phase 2 wire 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.

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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.

23.6 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.

24.0 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.

25.0 Assignment by Buyer

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

25.2 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.

25.3 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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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 (ex-work 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 SECURE.

30.4 If SECURE 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 SECURE.

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.

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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) 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"

FORMAT OF PERFORMANCE BANK GUARANTEE

(To be executed on a Non-Judicial Stamp Paper of appropriate value)

This Guarantee made at _____ this [___] day of [_____] 2019

1. WHEREAS M/s BSES Yamuna Power Limited, a Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at Shaktikiran Building, Karkardooma, Delhi 110032, India hereinafter referred to as the " Owner ", (which expression shall unless repugnant to

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the context or meaning thereof include its successors, administrators, executors and assigns).

2. AND WHEREAS the Owner has entered into a contract for _____ (Please specify the nature of contract here) vide Contract No. _____ dated _____ (hereinafter referred to as the "Contract") with M/s. _____, (hereinafter referred to as "the Supplier", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.

3. AND WHEREAS as per clause ____ of conditions of Contract, the Suppliers are obliged to provide to the Owners an unconditional bank guarantee for an amount equivalent to ten percent (10%) of the total Contract Value for the timely completion and faithful and successful execution of the Contract from [_____] pl. specify the name of Bank) having its head/registered office at [_____] through its branch in _____ (pl. specify the name of Branch through which B.G is issued) hereinafter referred to as "the Bank", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).

4. NOW THEREFORE, in consideration inter alia of the Owner granting the Suppliers the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Owner any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs.].#####(in words) without any demur, reservation, contest or protest and/or without reference to the Supplier and without the Owner needing to provide or show to the Bank ,grounds or reasons or give any justification for such demand for the sum/s demanded.

5. The decision of the Owner to invoke this Guarantee and as to whether the Supplier has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges that any such demand by the Owner of the amounts payable by the Bank to the Owner shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to the Owner. Any such demand made by the Owner on the Bank shall be conclusive and binding, notwithstanding any difference between the Owner and the Supplier or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.



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6. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Suppliers notwithstanding any other security or other guarantee that the Owner may have in relation to the Supplier's liabilities.

7. The Bank hereby waives the necessity for the Owner first demanding the aforesaid amounts or any part thereof from the Suppliers before making payment to the Owner and further also waives any right the Bank may have of first requiring the Owner to use its legal remedies against the Suppliers, before presenting any written demand to the Bank for payment under this Guarantee.

8. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by the Owner to timely pay or perform any of its obligations under the Contract.

9. The Bank further unconditionally and unequivocally agrees with the Owner that the Owner shall be at liberty, without the Bank's consent and without affecting in any manner its rights and the Bank's obligation under this Guarantee, from time to time, to:

(i) vary and/or modify any of the terms and conditions of the Contract;

(ii) Forebear or enforce any of the rights exercisable by the Owner against the Suppliers under the terms and conditions of the Contract; or

(iii) Extend and/or postpone the time for performance of the obligations of the Suppliers under the Contract;

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Owner or any indulgence shown by the Owner to the Suppliers or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Suppliers, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganisation, dissolution or insolvency of the Suppliers or any of them or any other circumstances whatsoever.

11. This Guarantee shall be in addition to and not in substitution or in

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derogation of any other security held by the Owner to secure the performance of the obligations of the Suppliers under the Contract.

12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to _____ (insert an amount equal to ten percent (10%) of the Contract Value) and this Guarantee shall be valid and enforceable and expire on _____ (pl. specify date) or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.

13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Owner and agrees that any change in the constitution of the Bank or the Suppliers shall not discharge our liability hereunder.

15. Owner may assign this Guarantee to any Person or body whether natural, incorporated or otherwise under intimation to the Bank. The Bank shall be discharged of its obligations hereunder by performance in accordance with the terms hereof to such assignee without verifying the validity / legality / enforceability of the assignment.

16. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of Delhi, India.

Dated this #### day of ####.. #2019 at #####.

(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

Beneficiary's bank detail with IFSC Code:

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BSES YAMUNA POWER LIMITED

1. Name of the Bank: Axis Bank Limited
2. Branch Name & Full Address: C-58, Basement & Ground Floor, Preet Vihar, Main Vikas Marg, New Delhi 110092
3. Branch Code: 055
4. Bank Account No: 911020005246567
5. IFSC Code: UTIB0000055

Vendor has to fill this form & submit along with the PERFORMANCE BANK GUARANTEE

1. Bank Email ID-----Bank Phone No-----

2. Where to Dispatched, the BG -Local Address of bank -----

3. Where to Dispatched the BG Head Office Address -----

Annexure "C"

GUARANTEE CERTIFICATE

FORMAT OF WARRANTY/GUARANTEE CERTIFICATE

BSES YAMUNA POWER LIMITED Shaktikiran 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 dispatch of material or.....months from the data of commissioning

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whichever is earlier.

Vendors Name & Signature

Annexure "D"

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".

