

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**

2546684 SECURE METERS LIMITED VILLAGE DAMOWALA NEAR HARIPUR ROAD, SOLAN (HIMACHAL PRADESH) HIMACHIAL PRADESH Pin Code: 174103 INDIA	PURCHASE ORDER NO.NB/ D01/ 23082657 PO DATE:26.10.2017 Seller Quot. Ref : Quotation Date : Plant:D031 Desc:BSES Yamuna Power Ltd.
Phone : Fax : E-Mail : SIDDHARTH.MISHRA@SECUREMETERS.COM Attention : Vendor GST No : 02AACCS8785M1ZT	

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 31.12.2017	Total Basic Price	INR	14,371,000.00
	Packing & Forwarding Charges		Included
	Transportation		Included
	Others		Nil
	Integrated GST-ND	INR	2,586,780.00



TOTAL ORDER VALUE: INR 16,957,780.00

For excise and other details, please refer line items.

Delivery Terms :

DDP delhi store

Payment Terms : See Page inside.

	for BSES Yamuna Power Limited	SELLER's Acceptance
BUYER : VIKAS SRIVASTAVA	 Authorised Signatory	Signature Title Date

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	2100005346 90283010	MTR,PWR,3PH,20-100A METER,POWER,TYPE:DIGITAL,VOLTAGE:240 V,PHASE:3 PH,NUMBER OF CONNECTION:1 ,ACCURACY CLASS:1,MOUNTING:WALL,SCALE:20-100 A,RESOLUTION:1 KWH,DIMENSION:255X199X80 MM,FREQUENCY:50 Hz	7,000	NOS				
					Basic Price	2,053.00	INR/ NOS	14,371,000.00
					Integrated GST-ND	18.00	%	2,586,780.00
					Total Basic Price		INR	14,371,000.00
					Total Packing & Forwarding Charges			Included
					Total Transportation			Included
					Total Others			Nil
					Total Integrated GST-ND		INR	2,586,780.00
Total Order Value:							INR	16,957,780.00

Terms of payment :

100% Advance against Purchase Order / Proforma Invoice

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).

07740254593

BSES YAMUNA POWER LIMITED

SUB: Supply of 3Phase Meter with accessories of meter for reading and mounting, Secure 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:

1. Tender No.: CMC/BY/16-17/RB/VKS/065 on dt. 10.02.2017
2. Your Offer No.:SML.BYPL.065.MNV.150317 B on dated: 10.03.2017.
3. Revised offer through E-mail on dt.15.06.2017
4. Technical Evaluation Report No.: BYPL-TBE-17-18-02.

Scope of Supply:

S.No.	Item Description	QTY
1.	Energy meter 3Phase, 4wires class static whole current 20-100Amps, 3*240V RESOLUTION:1 KWH, DIMENSION:255X199X80 MM, FREQUENCY:50 Hz SECURE MAKE	7000 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



BSES YAMUNA POWER LIMITED

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 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.

PURCHASE ORDER

Number: NB/D01/23082657

Date: 26.10.2017

BSES YAMUNA POWER LIMITED

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,
Mobile: 9350261738, Tel (011) 39999476, 3rd Floor, B Block, Shaktikiran
Building, Karkardooma, Delhi-110032 Email: Gaurav Sharma
<Gaurav.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, 3rd Floor, A Block, Shaktikiran
Building, Karkardooma, Delhi - 110032.

Contact: (011) 03999303, M: 09312782511, 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 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:

BSES YAMUNA POWER LIMITED

4.1 The contractual delivery for the GOODS covered under this PURCHASE ORDER shall be 31.12.2017.

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.

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

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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 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



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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.

9.0 PACKING & FORWARDING:

9.1 Charges towards Packing, Forwarding and Loading at SELLER/SUB-SELLERS Shop/Warehouse (F.O.T 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

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.

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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 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 INSPECTION & TEST CHARGES:

15.1 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 /Technical perimeters finalized by BYPL during ordering.

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.

15.2 Inspection charges are included in total order value, however BUYER will bear third party inspection charges. In case of futile/abortive visit of BUYER's inspector at SELLER'S works, the cost towards the same

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shall be debited from the SELLER's invoices.

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

15.4 Inspection call shall be forwarded 7(seven) days prior to date of Readiness of Material along with Routine Test Reports.

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. "1301272421M00044". Period of insurance: Apr 01, 2017 to Mar 31, 2018. Kindly mentioned the same on the Invoice.

18.0 PAYMENT TERMS:

18.1 100% payment shall be paid in 60 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)

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

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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".

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:

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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.

22.0 GUARANTEE:

22.1 SELLER shall guarantee GOODS against any defects or failure which arise due to faulty materials, workmanship or design (except materials or design furnished by the BUYER). SELLERs guarantee shall expire Sixty (60) months after the date of successful commissioning of GOODS or Sixty six (66) months from the date of last despatch of GOODS (last Consignment), whichever is the shorter period (the Defects Liability Period).

22.2 If during the Defects Liability Period any GOODS are found to be defective, they shall be promptly replaced or rectified by SELLER at its own cost (including the cost of dismantling and (reinstallation) on the instructions of BUYER and if removed from SITE for such purpose, shall be removed and re-delivered to SITE by SELLER at its own cost.

23.0 PERFORMANCE BANK GUARANTEE

23.1 SELLER to furnish Performance Bank Guarantee within 15 days from the date of PURCHASE ORDER for due performance of the provisions of this PURCHASE ORDER.

23.2 Performance Bank Guarantee shall be for Ten (10%) percent of the total value of GOODS and shall be valid for a period of 30 months from the last date of despatch or 24 months from the date of commissioning, whichever is earlier, plus 3 months towards claim period.

24.0 The Micro, Small and Medium Enterprises (MSME):

PURCHASE ORDER

Number: NB / D01 / 23082657

Date: 26.10.2017

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24.1 If the SELLERS establishment is covered under the purview of The Micro, Small and Medium Enterprises Development Act, 2006, he shall declare so within one week of receipt of the Purchase Order of its status failing which it will be presumed that it is a non-MSME unit. Also submit a copy of Udyog Aadhaar (UA) if available.

25.0. RETURN OF REJECTED GOODS:

25.1 BUYER shall have the right to return to SELLER any material or GOODS delivered in error, or rejected GOODS, at SELLER's cost and risk.

25.2 All rejected GOODS shall be taken back by SELLER within twenty days of intimation of rejection by BUYER. Rejected GOODS shall be at SELLER's risk from the time of rejection and BUYER shall not be liable for any shortages or quality deterioration on any account.

25.3 BUYER at its sole discretion shall have the opinion to dispose the material or GOODS so rejected and not taken back within forty-five days from the date of intimation of rejection.

26.0 THE CENTRAL GOODS AND SERVICES TAX ACT, 2017 (Anti Profiteering rules 2017)

26.1 As per GOI Notifications Section 164 read with Section 171 of the central goods and services tax act 2017, Central Govt makes "Anti Profiteering rules 2017". We have anti-profiteering Clause 171 applied as per Govt Notification which provides that it is mandatory to pass on all the benefits due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

27.0 TAX INDEMNITY CLAUSE:

27.1 Vendor (along with its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement) agrees that it will be solely responsible for performing all compliances and making payments of all taxes (direct tax or indirect tax including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability arising either out of laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India or



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overseas.

27.2 In case any tax liability (including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability becomes payable by Purchaser due to failure of the Vendor, or any of its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement, to comply with the relevant laws/ regulations applicable in India or overseas, Vendor undertakes to indemnify Purchaser for an amount equal to amount payable by Purchaser.

27.3 Further, Vendor undertakes to keep Purchaser indemnified at all times against and from all other actions, proceedings, claims, loss, damage, costs and expenses which may be brought against Purchaser or suffered or incurred by Purchaser and which shall have arisen either directly or indirectly out of or in connection with failure of The Vendor, or any of its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement, to comply with relevant obligations/ compliance under any law/ regulations applicable in India and overseas.

27.4 The parties agree to follow the following process in case any communication of demand, arising out non-compliance by Vendor (along with its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement), is received by Purchaser :

27.4.1 On Purchaser receiving any communication from a competent authority demanding tax liability (including but not limited to income-tax, transfer pricing, value added tax, SGST, CGST, IGST, UTGST, GST Compensation Cess custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability, Purchaser shall, within 5 common working days from the date of receipt of such communication (save where the period to respond to the relevant authority is less than five days, in which case, as soon as reasonably possible) inform Vendor in writing of such communication.

27.4.2 Pursuant to receiving communication from Purchaser, Vendor shall suggest to accept the communication and pay the demand amount to the competent authority. In such an event, Vendor shall reimburse such amount paid to Purchaser within 5 working days from the date of payment by

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Purchaser to the competent authority.

27.4.3 If Vendor advises in writing and Purchaser agrees to dispute the demand, then Purchaser shall dispute the matter with competent authority as per due process prescribed under the regulations and Purchaser shall not pay the Tax Demand. In such scenario, cost of litigation including but not limited to Counsel cost, filing fees, other related charges, should be reimbursed by Vendor to Purchaser. Additionally, If any coercive steps of recovery are initiated by the department, then Purchaser would pay such amount (including by way of adjustment of refunds due to it) and the same would be reimbursed by Vendor within 5 working days from date of such recovery from Purchaser. Purchaser will take all necessary steps to avoid such recovery measures.

27.4.4 On determination of the demand through an Order issued by a Tribunal or any other similar Authority, by whatever name called, under any law applicable in India or overseas, if the demand or any part thereof becomes payable and is paid by Purchaser, then Vendor undertakes to reimburse such amount to Purchaser within 10 days from the date of payment. Alternatively, if on determination of the demand through an Order, no amount is payable by Purchaser then any refund arising to Purchaser due to such an Order shall be passed on to Vendor within 10 days from the date of receipt of refund.

28.0 ACCEPTANCE:

28.1 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.

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28.2 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.

28.3 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 C

FORMAT OF PERFORMANCE BANK GUARANTEE

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

This Guarantee made at _____ this [__] day of [____] 2016

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 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



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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.

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.

Bz

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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 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

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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 ####.. #2017 at #####.

(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

Beneficiary's bank detail with IFSC Code:

- 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

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3. Where to Dispatched the BG Head Office Address

Annexure D

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
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

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BSES

BSES Yamuna Power Limited

PURCHASE ORDER

Number: NB / D01 / 23082657

Date: 26.10.2017

BSES YAMUNA POWER LIMITED

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"

