BSES YAMUNA POWER LIMITED

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

DELHI, -110032, DELHI, INDIA Telephone: 91-011 -39999844

CIN:- U40109DL2001PLC111525/GST No: 07AABCC8569N1Z0

WORK ORDER

To WORK ORDER NO.: SER/DSE/23566378 2553247

OM ELECTRICALS DATE: 29.10.2021

11 KH31/7 D-1/9

MAIN ROAD HARSH VIHAR

DELHI

East Delhi DELHI

Pin Code: 110032 INDIA Contractor's Quot. Ref: CABLE FAUL

PHONE : 9721212226 Date:

: 011-346496 Our Ref: EC21FL4002 FAX

: omg.electricals@gmail.com E-Mail Plant:D031 Attention : Mr. Vikram Pal

Desc:BSES Yamuna Power Ltd. Vendor GST No: 07CLDPP1455J1ZY

In accepting this WORK ORDER, CONTRACTOR agrees to furnish the GOODS/Do WORK 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 CONTRACTOR of the obligations under this WORK 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 WORK ORDER. It is important that CONTRACTOR signs and returns the Work Order copy within three (3) days of receipt. No other form of Order acceptance will be accepted. Failure to return the Order acceptance does not diminish the responsibilities as set forth herein, but may result in delay to any payment(s) that may be due and may be the cause for termination of this WORK ORDER.

For all correspondence, Please quote Contract/Work Order No.

To DT:12.12.2021

For detailed commercial terms & conditions, please refer line, items terms/enclosures.

19,000.00 Value of Work INR **Expected Value** N/A Central GST-ND **INR** 1,710.00 State GST-ND **INR** 1,710.00

TOTAL ORDER VALUE: INR 22,420.00

Value in Words :(Rs. Twenty Two Thousand Four Hundred Twenty only)

For other details, please refer line items.

Delivery Terms: N/A Engineer in Charge:

Payment Terms : See Page Inside

WO Period From DT: 13.10.2021

CONTRACTOR'S Acceptance

antosh Srivastava Abhinav Sharma 98779293-17b7-4a4a-a5c4-aa7f02a40131

57558efd-6651-44d2-9965-7169183250ef Authorised Signatory

BUYER: ABHINAV SHARMA Signature Title **Date**

REGISTERED OFFICE: Shakti Kiran Building, KarkardoomaNew Delhi -110092





Page No: 1

W.O.Number SER/DSE/23566378 Dt.29.10.2021

No	SAC Code	Material/Work Description	Quantity	UOM	Price Details	Unit Rate		,Amount (INR)
1 CABL	E FAULT REP	EC21FL4002-Cable Fault repair Under Cape AIR UNDER CAPEX WORK- MORE THAN 15 METERS CABL	1 E REQUIREME	PU NT FY (20	21-22) CENTRAL CIRCLE.			
					Value of Work Central GST-ND State GST-ND	INR/	19,000.00	1,710.00 1,710.00
1	0	overs the following Work: 33 kv 3 CX400 sqmm Touchproof GIS termin X 400)sqmm Touch proof GIS termination	1	EA	- each Net value of item 19,000.00			19,000.00
					Total Value of Work Total Expected Value Total Central GST-ND Total State GST-ND	INR INR INR		19,000.00 N/A 1,710.00 1,710.00
Total Order Value1:								22,420.00

Note(S): 1. It is essential that the Contractor shall mention ItemNo. & Item code along with corresponding Material/Work Description and W.O.No. as mentioned above, in the Delivery challan (On-Shore Order), Measurement sheet and invoice for ease of material Inwarding, Certification of work and Bill Processing. Failure to do so may be the grounds for the rejections(s) or delay in release of payment(s).

2. 07740254593



Number: SER / DSE / 23566378

Date 29.10.2021

BSES YAMUNA POWER LIMITED
SHAKTI KIRAN BUILDING, 3rd FLOOR, "A" BLOCK,
KARKARDOOMA

INDEX

- 1. DEFINITION
- 2. EXAMINATION OF SITE AND LOCAL CONDITIONS
- 3. LANGUAGE AND MEASUREMENT
- 4. SCOPE OF WORK
- 5. PRICE/RATE
- 6. TERMS OF PAYMENT
- 7. TAXE& DUTIES
- 8. LIQUIDATED DAMAGES
- 9. STATUTORY OBLIGATIONS
- 10. WORKMEN COMPENSATION
- 11. SAFETY CODE
- 12. LIABILITIES
- 13. INSURANCE POLICY FOR LIFE COVER
- 14. GOVERNING LAW AND ARBITRATION
- 15. REPRESENTATION, WARRANTIES AND GUARANTEES
- 16. FORCE MAJEURE
- 17. SECRECY CLAUSE
- 18. ENVIRONMENTAL, HEALTH & SAFETY PLAN
- 19. INDEMNIFICATION
- 20. SUB-CONTRACTING / SUBLETTING
- 21. NON-EXCLUSIVITY
- 22. TERMINATION CLAUSE
- 23. AMENDMENT
- 24. IMPLEMENTATION OF GST
- 25. VENDOR/CONTRACTOR CODE OF CONDUCT
- 26. EFFECTIVE DATE AND VALIDITY
- 27. ACCEPTANCE OF ORDER

Note: We expect your services and supplies are aligned to our Vision, Mission and Values. Please refer to the following link to know about our Vision, Mission and Values; http://www.bsesdelhi.com/

TERMS & CONDITIONS

1. DEFINITION:

The following terms & expressions as used in this CONTRACT shall have the



Number: SER/DSE/23566378

Date 29.10.2021

BSES YAMUNA POWER LIMITED
SHAKTI KIRAN BUILDING, 3rd FLOOR, "A" BLOCK,
KARKARDOOMA

Meaning defined and interpreted hereunder:

1.1. Company: The terms #Company# shall mean BSES Yamuna Power Limited,

Having its office at BSES Bhawan, Nehru Place, New Delhi-110019 and shall included its authorized representatives, agents, successors and assigns.

- 1.2 Contractor: The terms #Contractor# shall mean M/s. OM ELECTRICALS, MAIN ROAD HARSH VIHAR, 11 KH31/7 D-1/9 DELHI East, Delhi-110032.
- 1.3 Rate: The Invoice of the Contractor shall be processed as per the actual work done and the quantities of each items performed by the Contractor as per the site requirement to be certified by Engineer In-charge rates as mentioned in this CONTRACT.

The above rates shall be firm for the entire duration of work to be

carried out by the Contractor under the CONTRACT and are not subject to escalation for any reason whatsoever.

- 1.4 CONTRACT Specification: The terms #CONTRACT Specification# shall mean the Technical specification of the work as agreed by you.
- 1.5 Site: The terms #Site# shall mean the working in BYPL.
- 1.6 Engineer In-Charge: The terms #Engineer In-Charge# shall mean the Company#s nominated representative for the purpose of carrying out the work.

2. EXAMINATION OF SITE AND LOCAL CONDITIONS:

The contractor is deemed to have visited all the sites comes under BYPL licensed area under the CONTRACT and ascertained therefore all site conditions and information pertaining to his work. The company shall not accept any claim whatsoever arising out of the difficulties at site/terrain/local conditions, if any.

3. LANGUAGE AND MEASUREMENT:

The CONTRACT issued to the contractor by the company and all correspondence and documents relating to the CONTRACT placed on the Contractor shall be written in English language. Metric System shall be followed for all dimension, units etc.



Number: SER/DSE/23566378

Date 29.10.2021

BSES YAMUNA POWER LIMITED
SHAKTI KIRAN BUILDING, 3rd FLOOR, "A" BLOCK,
KARKARDOOMA

4. SCOPE OF WORK:

The scope of work shall be "CABLE FAULT REPAIR UNDER CAPEX-WORK MORE THAN 15 METERS CABLE REQUIREMENT FY-(2021-22) CENTRAL CIRCLE" under Scheme no.- EC21FL4002, The BOQ's and rate schedules for the work to be executed by you shall be as per annexure. The contractor has to obtain BYPL's clearance certificate of the electrical installation.

Installation of joints for 33 KV cables in BYPL against project/Scheme Indoor/Outdoor, GIS End terminations works. Installation of all joints and termination shall be carried out as per instruction manual. Non-standard kits or methods shall not be adopted by Vendor for any such work without prior written permission. Crimping of lugs and ferrules shall be carried out using crimping tools. Vendor shall deploy only trained and skilled jointers with the requisite knowledge of the job.

Vendor shall carry out the jointing of cables only after obtaining written clearance from BYPL Engineers. BYPL shall issue free of cost all the required materials to Vendor, including but not limited to cable pieces, Vendor make cable jointing /terminating kits, Heat shrinkable end caps, mechanical connectors, special Kits for jointing dissimilar size metal cables, clamps, cleats, jumpers, parallel groove(PG) clamps, Hume pipes and any other materials required to carry out the job. However, any petty material such as old cloths, waste cotton, gas cylinder, hexa blade, kerosene oil, amry papers, brick and sand to cover the joints shall be provided by the contractor Jointers, tool and tackles and technical supervision etc. are including in your scope of work.

However, Engineer In-Charge shall arrange any permission like Road cutting clearance etc. from the Delhi Civic authorities like MCD, DDA, PWD and DJB.

5. PRICE/RATE:

The prices shall be as per annexure. The prices are firm and final during the tenure of this agreement. No escalation and variation



Number: SER / DSE / 23566378

Date 29.10.2021

BSES YAMUNA POWER LIMITED
SHAKTI KIRAN BUILDING, 3rd FLOOR, "A" BLOCK,
KARKARDOOMA

shall be allowed.

6. TERMS OF PAYMENT:

100% payment shall be released on submission of completion report issued by Engineer-In-charge and confirmation of receipt of Electrical Inspectorate's approval. The bill shall be paid with in 30 days on receipt of such bills at our office along with copy of Electrical Inspectorate's approval/safety & quality clearance certificate for EHV/HT installations.

In case Electrical Inspector certificate is not submitted by the contractor only 80% payment will be released and the balance 20% will be released after submission of the Electrical Inspector certificate.

The contractor shall submit the invoice along with duly filled invoice which shall be processed and payment shall be made to contractor on certification of Engineer In Charge for compliance to check point given in checklist. Check list shall be provided by the Engineer In Charge.

The Engineer In Charge should obtain ESI,PF challans and workman compensation policy(if applicable) and Third party insurance policy at the time of start of work/bill certification. The Engineer in charge to certify that no labour dispute observed and wages of labour has been settled for the work carried out.

7.0 TAXE & DUTIES:

All taxes, duties, turnover tax, labour cess etc (except service tax.) leviable by State or Central Governments or local bodies shall be to Contractor's account. Any taxes and duties as may be levied by the government in future during the currency of this Agreement shall be borne by BYPL. Income tax /WCT will be deducted at source from the invoices of CONTRACTOR at the rates in force. CONTRACTOR shall furnish their Service Tax registration number. Service Tax on actual shall be paid on submission of Service Tax Registration and self declaration on your letter head stating that you have deposited/or will deposit the Tax as per the applicable service tax laws. For the supply items, Taxes is inclusive in the rates.

The total Order Value shall be adjusted on account of any



Number: SER/DSE/23566378

Date 29.10.2021

BSES YAMUNA POWER LIMITED
SHAKTI KIRAN BUILDING, 3rd FLOOR, "A" BLOCK,
KARKARDOOMA

variations in Statutory Levies imposed by Competent Authorities by way of fresh notification (s) within the stipulated delivery period only. However, in case of reduction in taxes, duties and levies, the benefits of the same shall be passed on to BUYER.

8. LIQUIDATED DAMAGES:

The jointing work shall be completed within the stipulated time period. If the work is not completed within the stipulated period in clause no. 12 of the Agreement, Vendor shall liable to pay the liquidated damages for any delay beyond the time mentioned. BYPL shall recover liquidated damages @ 0.5% per hour per job, subject to a maximum of 5 % per job amount involved.

9. STATUTORY OBLIGATIONS:

Vendor shall take all steps necessary or otherwise, to comply with the various applicable laws, rules, regulations, notifications, including, the provisions of Contract Labour (Regulation & Abolition Act 1970) as amended, Minimum wages Act, 1984, Workmen Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approvals required from the Central/State Governments or the Ministry of Labour.

10. WORKMEN COMPENSATION:

- 10.1 Vendor shall take insurance policy under the Workman Compensation Act to cover such workers who are not covered under ESI and PF by the Contractor however engaged to undertake the jobs covered under this order and a copy of this insurance policy will be given to Company for reference and records. This insurance policy shall be kept valid at all times. In case there are no worker involve other than those who are covered under ESI and PF by the Contractor, the Contractor shall certify for the same.
- 10.2 Vendor shall keep BYPL indemnified at all times, against all claims that may arise under this agreement, including claims of compensation under the provisions of Workmen Compensation Act 1923 and as amended from time to time or any compensation payable under any other law for the time being in force by any workman engaged



Number: SER/DSE/23566378

Date 29.10.2021

BSES YAMUNA POWER LIMITED
SHAKTI KIRAN BUILDING, 3rd FLOOR, "A" BLOCK,
KARKARDOOMA

by Vendor in carrying out the job involved under this agreement and against costs and expenses, if any, incurred by BYPL in connection therewith and without prejudice to make any recovery.

10.3 BYPL shall be entitled to deduct from the moneys due to Vendor under this Agreement, moneys paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and BYPL and Vendor shall mutually agree upon the sums payable by Vendor under the provisions of this clause.
10.4 Nothing contained in this agreement, shall establish any relationship of any kind between BYPL on the one hand and the employees, workmen and labourers, of any kind whatsoever of vendor on the other hand.

11. SAFETY CODE:

Vendor shall ensure adequate safety precautions at site as required under the law of the land to facilitate safe working during the execution of work and shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises during execution of contract.

Vendor shall also obtain accident liability insurance at its own cost for its employees and pay compensation on account of injury, fatal or otherwise due to accident during service and shall indemnity BYPL against any such claim.

BYPL shall ground and lock the feeder on which the joint/termination work is carried out and hand over the PTW and Keys to Vendor. BYPL shall ensure that the feeder is not charged till the time PTW and Keys are returned to BYPL.

The contractor shall observe the safety requirements as laid down in the contract and in case of sub-contract (only after written approval of company), it shall be the responsibility of main contractor that all safety requirements are followed by the employees and staff of the sub-contractor.

The contractor employing two hundred employees or more, including contract workers, shall have a safety coordinator in order to



Number: SER/DSE/23566378

Date 29.10.2021

BSES YAMUNA POWER LIMITEDSHAKTI KIRAN BUILDING, 3rd FLOOR, "A" BLOCK, KARKARDOOMA

ensure the implementation of safety requirements of the contract and a contractor with lesser number of employees, including contract workers, shall nominate one of his employees to act as safety coordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.

The contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.

In case of any accident, the contractor shall immediately submit a statement of the same to the owner and the safety officer, containing the details of the accident, any injury or casualties, extent of properly damage and remedial action taken to prevent recurrence and in addition, the contractor shall submit a monthly statement of the accidents to the owner at the end of each month.

12. LIABILITIES:

Vendor will obtain a third party insurance, to cover all losses, accidents, injuries, damages, claims, etc., which may be made or levied by any person or persons either against Vendor or BYPL subject to maximum limit of 2 Lacs. Vendor shall be responsible for any accidents, injuries to its personnel, while providing services under this Agreement. BYPL shall, however, be responsible for any act of omission or commission, which may cause any accident, damage, injury including to Vendor'spersonnel.

13.0 INSURANCE POLICY FOR LIFE COVER:

Contractor must take Life Insurance Policy for staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the company. The Policy shall have coverage of Rs. 15 Lacs (Death+ Permanent Total Disability + Partial Permanent Disability due to external accidents) and also must be covered covid-19 (death) of Rs. 10 Lacs.

14. GOVERNING LAW AND ARBITRATION:



Number: SER/DSE/23566378

Date 29.10.2021

BSES YAMUNA POWER LIMITED SHAKTI KIRAN BUILDING, 3rd FLOOR, "A" BLOCK, KARKARDOOMA

14.1 Governing Law.

This agreement shall be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts in New Delhi.

14.2 Dispute Resolution Mechanism.

All disputes and differences arising out of or in connection with this agreement shall in the first instance be resolved amicably by mutual discussions of the CEOs of BYPL and vendor. If the dispute cannot be resolved by mutual discussions and agreement the parties will take such dispute to an arbitration panel comprising three arbitrators.

parties shall be entitled to appoint one arbitrator each and The arbitrators so appointed shall appoint arbitrator who shall act presiding arbitrator. as seeking to invoke arbitration shall appoint its arbitrator in its notice of arbitration. The other party shall appoint arbitrator and intimate the same within thirty days of the receipt the notice of arbitration. In the event that such party fails appoint its arbitrator within the specified period the to arbitrator named in the notice for arbitration shall decide the dispute as the sole arbitrator. The arbitration shall be conducted in New Delhi in accordance with the provisions of the Arbitration and Conciliation Act 1996. The award of the arbitral panel shall be final and binding on all parties. The arbitration proceedings be conducted in English. The costs of arbitration shall be shall borne equally by Vendor and BYPL.

15. REPRESENTATION, WARRANTIES AND GUARANTEES:

Vendor hereby represents warrants and guarantees that:

- (i) It is a legally registered entity under the laws of India;
- (ii) The agreement contains valid and binding obligations and is enforceable in accordance with the terms hereof;
- (iii) It has studied the technical feasibility, Site conditions and other prevailing conditions and all other operational details and based on these studies carried out, has agreed to provide to BYPL the services as contemplated in this agreement;
- (iv) It has appraised itself of all applicable rules and



Number: SER / DSE / 23566378

Date 29.10.2021

BSES YAMUNA POWER LIMITED SHAKTI KIRAN BUILDING, 3rd FLOOR, "A" BLOCK, KARKARDOOMA

regulations, and shall at all times comply with such rules and regulations;

- (v) It shall procure/hire vehicles and manpower suitable for the purposes of this agreement to render services as contemplated in this agreement;
- (vi) The Services would be conducted in a safe and efficient manner at the Site and at all times in compliance with Good Industry Practices and requirements of BYPL;
- (vii) It shall duly pay the duties, taxes and levies as are set out in this agreement, which are to be paid by vendor;
- (viii) There is no action, suit or proceeding, at law or in equity, or to the best of its knowledge, any official investigation before or by any governmental authority, arbitration tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under this agreement or on the validity or enforceability of this agreement;

16. FORCE MAJEURE:

Force Majeure means any of the following events or circumstances if such event is beyond the reasonable direct or indirect control of Vendor and which results in Vendor's inability to perform its obligations in whole or in part:

- (a) Strike or other industrial dispute or disturbance other than lockouts;
- (b) Act of foreign enemy, war (whether declared or undeclared), revolution, coup d'état, terrorist act, blockade insurrection, arson, disturbance of public order, sabotage and act of vandalism;
- (c) Ionising radiation or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive, toxic, explosive, nuclear assembly or nuclear component thereof;
- (d) Acts of God such as lightning, storm, cyclone, hurricane, typhoon, flood, tidal wave, earthquake, landslide, epidemic or similar cataclysmic event;
- (e) Explosion or fire;



Number: SER/DSE/23566378

Date 29.10.2021

BSES YAMUNA POWER LIMITEDSHAKTI KIRAN BUILDING, 3rd FLOOR, "A" BLOCK, KARKARDOOMA

(f) Any legislation law, directive, regulation rule, decree, order restraint or other action by public sector entity or other Governments and all supranational, national or local agencies, authorities, departments, ministries and officials;

17. SECRECY CLAUSE:

- 17.1 The technical information and other related documents forming part of this agreement and the information obtained by either party during the course of investigation under this agreement shall be the exclusive property of either party and shall not be used by either party for any other purpose except for the execution of the agreement. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to any third party in full/part, not misused in any form whatsoever by either party except to the extent for the execution of this agreement.
- 17.2 The technical information and other related documents shall be returned by either party to each other with all approved copies and duplicates including all details as are prepared during the execution of this agreement, if any, immediately after they have been used for agreed purpose.
- 17.3 In the event of any breach of this provision, either party shall indemnify each other against any loss, costs or damages or claims by either party in respect of such breach.
- 17.4 Both the parties agree not to use their names in any manner either for credit arrangement or otherwise and it is agreed that either party shall not in any way be responsible for the debts, liabilities or obligations of the other and/or its employees.
- 18.0 Environmental, Health & Safety Plan Contractor will make ensure that the Environment, Health & Safety (EHS) requirements are clearly understood and faithfully implemented at all levels at site as per instruction of Company. Contractors must comply with these requirements:
- a) Comply with all of the elements of the EHS Plan and any regulations applicable to the work.
- b) Comply with the procedures provided in the interests of Environment, Health and Safety



Number: SER/DSE/23566378

Date 29.10.2021

BSES YAMUNA POWER LIMITED SHAKTI KIRAN BUILDING, 3rd FLOOR, "A" BLOCK, KARKARDOOMA

c) Ensure that all of their employees designated to work are properly trained and competent.

- d) Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer's or suppliers' instructions
- e) Make arrangements to ensure that all employees designated to work on or visit the site present themselves for site induction prior to commencement of work
- f) Provide details of any hazardous substances to be brought onsite
- g) Ensure that a responsible person accompanies any of their visitors to site

All contractors' staff are accountable for the following:

- 1 Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed
- 2 Keep tools in good condition
- 3 Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
- 4 Develop a concern for safety for themselves and for others
- 5 Prohibit horseplay
- 6 Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

Both parties to the Agreement hereby covenant that neither party shall be responsible for theft if any committed by its staff and they shall indemnify each other from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the other by or on behalf of any person, body, authority whatsoever and whomsoever and all duties, penalties, levies, taxes, losses, damages,

costs, charges and expenses and all other liabilities of whatsoever nature which each party may be liable to pay, incur or sustain by virtue of or as a result of the performance or non performance or observance or non observance of any of the terms and conditions of this contract.

19. INDEMNIFICATION:



Number: SER / DSE / 23566378

Date 29.10.2021

BSES YAMUNA POWER LIMITED
SHAKTI KIRAN BUILDING, 3rd FLOOR, "A" BLOCK,
KARKARDOOMA

Vendor shall indemnify at all times BYPL and hold harmless all directors and employees of BYPL against any claims, law suits or damages occurring as a result of the award of this contract or due to the operation, maintenance and administration of this contract and against costs and expenses, if any incurred by BYPL in connection therewith and prejudice to make any recovery.

20. SUB-CONTRACTING / SUBLETTING:

CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works without the prior written consent of COMPANY.

In the event the contractor assigns this work order, contractor's assignees shall be bound by the terms and conditions of this work order and shall , if deemed necessary by COMPANY at the time of such assignment, undertake in writing to be so bound by this Work Order.

Notwithstanding the subletting / subcontracting of any portion of the works, contractor shall remain wholly responsible for the carrying out, completion and satisfactory execution of Works in all respects in accordance with this Work Order, specification, approved drawings and data sheets.

21. NON-EXCLUSIVITY:

The award of agreement to Vendor shall not preclude BYPL from awarding the same order for similar work at the same rates, or on any terms and conditions to other party or parties.

22. TERMINATION CLAUSE:

The agreement can be terminated by either party before the expiry of its term by giving 30 day notice under the following conditions:

- i) Either party fails to perform as per the terms of this agreement.
- ii) It is found by either party that the other has intentionally manipulated or corrupted the data, or disclosed any of the contents of the details to any third party.
- iii) Either party repudiates this order or otherwise evidences



Number: SER/DSE/23566378

Date 29.10.2021

BSES YAMUNA POWER LIMITED SHAKTI KIRAN BUILDING, 3rd FLOOR, "A" BLOCK, KARKARDOOMA

intention not to be bound by this agreement;

- iv) Either party assigns, mortgages, or charges or purports to assign, mortgage, or charge any of its obligations or rights in contravention to the provisions of this order; or, transfers or novates any of its obligations in contravention to the provisions of this agreement.
- v) Breach of the Secrecy Clause.
- vi) If at any stage during the tenure of the agreement, either party is found to be involved or indulging or even attempting illegal, unlawful action or activities or some fraudulent or even trying to give bribe official/staff or misuse or abuse any data of the other. Prior to giving the termination notice, both parties will exhaust the remedy of:-
- (a) The aggrieved party will call upon the other party to rectify the grievance/ issue within a period of 45 days; failing which
- (b) A committee comprising of two representatives, each of M/s OM Electricals and BYPL resolving the issue; failing which
- (c) The CEOs of BYPL and Vendor resolving the issue; failing which
- It is agreed and understood that only on the failure of the above three options, will the party contemplating termination give the Notice of Termination

23. AMENDMENT:

Any modification, amendment or other change to this Agreement shall be affected only by a written instrument signed by the authorised representatives of both BYPL and Vendor.

24. IMPLEMENTATION OF GST:

Incase GST is implemented during the exection of the contract, BSES reserves the right to review/change the terms & conditions of the Purchase Order/Work Order prospectively w.e.f. the date of implementation of GST to give effect/take are the impact of GST, if required.



Number: SER / DSE / 23566378

Date 29.10.2021

BSES YAMUNA POWER LIMITED SHAKTI KIRAN BUILDING, 3rd FLOOR, "A" BLOCK, KARKARDOOMA

25. VENDOR/CONTRACTOR CODE OF CONDUCT:

Contractor/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.

Contractor/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 herby 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.

26. EFFECTIVE DATE AND VALIDITY:

This Agreement shall become effective for all purposes and intents from 13th October 2021 and continue to remain in force up to 12th December 2021.

IN WITNESS WHEREOF the parties through their authorized signatories have caused this Agreement to be executed on the day, month and year first above written.

27. ACCEPTANCE OF ORDER

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. Complete scope of work and the Contractors 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. Kindly sign and stamp every page of the duplicate copy of this

Kindly sign and stamp every page of the duplicate copy of this contract including all it Annexure as token of your final and



Number: SER/DSE/23566378

Date 29.10.2021

BSES YAMUNA POWER LIMITED
SHAKTI KIRAN BUILDING, 3rd FLOOR, "A" BLOCK,
KARKARDOOMA

unconditional acceptance of this order and return it to our office for our record.