


PURCHASE ORDER

Ver. : 0 (22.06.2018)

ASHBOND ENGINEERS PVT LTD B-9/3, Mianwali Nagar, New Delhi New Delhi - 110087 Delhi India Contact person: Email: ashbond100@gmail.com Contact: 1125271161 Fax: 1125264696		PAN: AAACA6708J CST NO: TIN NO: Excise No: Service Tax No: GSTIN No: 7AAACA6708J1ZQ		Plant: Jhabua Power Limited Please Deliver to Plant Head-Jhabua Power Limited- 600 MW Village Barela - Gorakhpur, Seoni - 480997 India Invoice to be billed and delivered to: Jhabua Power Limited- 600 MW Village Barela - Gorakhpur, Seoni-480997 GSTIN NO: 23AABCK3364R1Z7 PAN NO: AABCK3364R		
Purchase Order No. 4600006024	Date 22.06.2018	Your Vendor No. With us 1001554		Your Reference		
Quotation:-		Our Org-ID 1200		Created By Anjali Nema Fax: Email : Anjali.Nema@avanthapower.com		
Please Supply in accordance with the stipulated terms and conditions attached. Kindly send us your acknowledgement. In your Invoice please mention the AL and ECCN No. as applicable to each product supplied by you for this project.				Incoterms - Part Delivery: Not Allowed. Delivery Date - 22.10.2018		
SNo		Item Code Description of Material	Qty	UOM	Unit Price	Total Price (INR)
10	M0620522001	PILOT VALVE ASSY,TDBFP ACV,BHEL Basic Price : 113,975.00 Over Tol : 0.0 Under Tol : 0.0 Tax : GST @ 18%	1	EA	113,975.00	113,975.00
					20,515.50	20,515.50
						0.00
20	M0620521001	PILOT VALVE ASSY,TDBFP CV,BHEL Material PO Text : Pilot valve assy, TDBFP Control valve, make - BHEL Basic Price : 136,770.00 Over Tol : 0.0 Under Tol : 0.0 Tax : GST @ 18%	1	EA	136,770.00	136,770.00
					24,618.60	24,618.60
						0.00
Total						295,879.10
Amount in words : TWO LAKH NINETY FIVE THOUSAND EIGHT HUNDRED SEVENTY NINE INDIAN RUPEE ONLY Service Tax : 45,134.10 Warranty : 18 Months						
Note regarding Invoice Cum Delivery Challan should be sent along with consignment wherein following details are essential to process						
Remarks						
Authorised Signatory:  For : Jhabua Power Limited			Unconditionally Accepted by: ASHBOND ENGINEERS PVT LTD			



Purchase Order No.	Date
4600006024	22.06.2018

PURCHASE ORDER

Ver. : 0 (22.06.2018)

your invoice for payment purpose. i)ECC No. ii)Your Sales Tax No. iii)Supplier Code. iv)Purchase Order No. v)Item No. vi)Description. vii)Quantity. Duplicate copy of Excise invoice should accompany along with consignment only failing which cenvat credit involved will be debited to your Account.

Special Conditions:

Ref: Your offer with reference to your quotation no.- AEPL/SR/0002/18-19/JHABUA/0081 dated 13.06.2018 and final mail dated 15.06.2018.

Kind Attn: Mr. Anant Vyas (9873338616)
Madam,

With reference to above, we are pleased to release this purchase order on you for supply of Pilot valve spares for TDBFP,HP & LP valve as per scope of supply at JPL, Seoni District (M. P.) on following terms & conditions.

1.0 Scope of Supply: Supply of Pilot valve spares for TDBFP,HP & LP valve as per BOQ provided & all specifications must be as per your ref. offer.

2.0 Contract Price: Contract Price for all material is INR 2,95,879/- (Two lacs ninety five thousand eight hundred and seventy nine rupees only), inclusive of all taxes, duties and P&F and transportation.

3.0 Taxes & Duties

GST@18% Inclusive in above contract price.

4.0 Delivery & Billing Addresses

Material will be deliver within 4 months after receipt of PO at the following address:

Mr. Upendra Dwivedi
In charge- Total logistics

Jhabua Power Limited (1x600 MW TPP) Guest House
Avantha Power Group Company
Village- Barela-Gorakhpur,
Near water overhead tank
Tehsil-Ghansore
District-Seoni (M.P.)
Pincode-480997

5.0 Payment Terms

100% payment within 30 days after receipt of PO.

Invoicing shall be done in triplicate copy with mentioning material code of PO and HSN Code of GST at the time of supply all three copies of invoice shall be sent to us for processing payment earliest.

6.0 Transportation & Transit insurance:

Freight is inclusive in the above contract price.

7.0 Delivery Time:

Material will be deliver within 4 months after receipt of PO.

8.0 Guarantee/Warrantee:

Remarks

Authorised Signatory:

For : Jhabua Power Limited

Unconditionally Accepted by:

ASHBOND ENGINEERS PVT LTD



Purchase Order No.

Date

4600006024

22.06.2018

PURCHASE ORDER

Ver. : 0 (22.06.2018)

8.1 shall provide the warranty of 18 months from the date of supply or 12 months from the date of installation whichever is earlier for the supplied material.

8.2. interchangeability & fitment certificate shall be provided by you along with material.

9.0 LIQUIDATED DAMAGES (LD):

Not Applicable

10.0 CONTRACT PRICE ADJUSTMENT

The Contract Price is firm and shall not be subjected to any variation except in case of statutory variation for taxes and duties.

11.0 STATUTORY VARIATIONS FOR TAXES AND DUTIES

Any upward variation in the amount of cost/taxes/duties payable on account of variation in the rate of taxes/duties, and/or change/introduction of any new taxes/ duties/ regime by the Indian Central/State/Local authorities which becomes payable after the WO shall be reimbursed by us to you at actual during the contract period on submission of proof of payment, as a statutory variation.

Similarly any downward variation in the amount of cost/taxes/duties on account of variation in the rate of taxes/duties, and/or change/ introduction of any new taxes/duties/ regime by the Indian/State/Local authorities after the WO during the contract period, then the same shall be passed on to us by you at actual as a statutory variation.

12. Engineer In Charge

Mr. Mukesh Rahangdale

13.0 ACCEPTANCE OF CONTRACT:

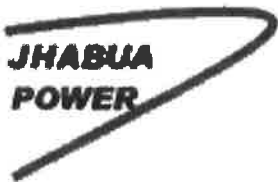
This PO along with its enclosures is being sent to you in duplicate. You are requested to return one (1) copy of the same duly stamped and signed by your authorized signatory on each and every page as a token of unconditional acceptance and send it back to us immediately. Further, you are requested to send acceptance or rejection of order within 48 HRS else it shall be treated as accepted by you.

Remarks**Authorised Signatory:**

For : Jhabua Power Limited

Unconditionally Accepted by:

ASHBOND ENGINEERS PVT LTD



Purchase Order No.	Date
4600006024	22.06.2018

PURCHASE ORDER

Ver. : 0 (22.06.2018)

Annexure for General Terms & Conditions

In case of contradiction between clauses following shall govern in the sequence of:

- A.Special Terms and Conditions (Mentioned earlier in this PO)
- B.General terms and Conditions as mentioned below:

These are General Terms and Conditions applicable for the PO:

1.Scope

This Purchase Order (PO) shall constitute the contract. No Verbal agreements amending the terms of this contract are valid unless both the Purchaser and the Supplier duly confirm them in writing. In case of contradiction Tender Specification, Agreed Minutes of Meetings (MOM), Pre-Bid Clarification will supersede all other documents submitted by Contractor.

2.Packing

Goods processed and supplied against the order must be properly packed and dispatched conforming to special instructions, if any, given for safe transport by road/rail/air/water to the specified destination.

3.Price

For pricing ex works or ex warehouse of the Supplier, transport shall in case be at the lowest possible cost, insofar as the Purchaser has not requested a particular method of delivery. Any Supplementary costs arising from non-confirmatory with the transport requirements shall be borne by the Supplier.

- The currency of Price shall be INR unless specifically mentioned in the PO.
- The Contract Price is firm or shall be subject to price variation as mentioned in Special Terms and Conditions.
- The Contract Price shall be subjected to variation in case of statutory variation for taxes and duties.

4.Statutory Variations For Taxes and Duties

Any upward variation in the amount of cost/taxes/duties payable on account of variation in the rate of taxes/duties, and/or change/introduction of any new taxes/ duties/ regime by the Indian Central/State/Local authorities which becomes payable after the PO shall be reimbursed by us to you at actual during the contract period on submission of proof of payment, as a statutory variation.

Similarly, any downward variation in the amount of cost/taxes/duties on account of variation in the rate of taxes/duties, and/or change/ introduction of any new taxes/duties/ regime by the Indian/State/Local authorities after the PO during the contract period, then the same shall be passed on to us by you at actual as a statutory variation.

5.Effective date of Contract

The effective date of this contract is the date of this P.O

6.Delivery

Delivery period shall be as mention in the Special Terms and Conditions. DELIVERY TIME IS THE ESSENCE OF THIS CONTRACT and must be strictly adhered to if the Supplier fails to deliver the goods in time, the Purchaser may at its sole discretion:

- a) Treat the order as cancelled at any time and recover any loss or damage from the Supplier or
- b) Purchase the goods ordered or any part thereof from other sources on the Supplier's account, in which case, the Supplier shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this order, but also any other loss or damage the Purchaser may suffer.

7.Liquidated Damages

The Liquidated damages (LD) for delay in completion shall be levied as mentioned in Special Terms and Conditions.

8.Contract Performance Guarantee

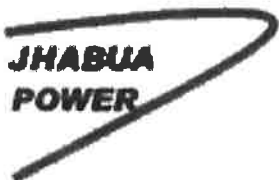
Contract Performance Bank Guarantee (CPBG) for the value and validity as mentioned in the Special Terms and Conditions.

9.Insurance

Purchaser shall cover the Materials with All Risk (ICC-A) transit insurance from your Manufacturing ware house till delivery of Materials Site. Purchaser shall coordinate with insurance company for claim settlements. The Vendor will be responsible for providing JPL with the documentation with regard to the goods in transit. The information is to be given to Finance Dept of Purchaser Gurgaon Office.

In case material is received by Purchaser is receiving the material then the details of despatch of material is to be informed by supplier to Purchaser.

In case supplier representative is receiving the consignment at site, they shall be first to know about the damages during transits. It would be supplier's responsibility to assist Purchaser in arranging documents such as damage certificate, notice to carriers etc. etc. In case of non-settlement of damages/non delivery/short delivery claims by insurance company for losses being beyond the scope of insurance, it shall be supplier's sole responsibility to



Purchase Order No.

Date

4600006024

22.06.2018

PURCHASE ORDER

Ver. : 0 (22.06.2018)

replace/compensate for damages/shortages/ losses. If supplier fail to do so we shall be free to recover the cost of such damaged/lost Materials either from your bills or from any amount due and payable to you under the PO as we may deemed fit and proper at our sole discretion.

10. Order and Confirmation of Order

The Purchaser may cancel the order if the supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of its receipt or if the terms of the confirmation vary from the terms of the PO. Any amendments or addition to the order shall only be effective if the Purchaser confirms such in writing.

11. Examination/Rejection of Goods

All materials duly processed and supplied against the order should confirm to latest Indian Standards and should be in line with Supplier's Quality Assurance Plan, which has to be approved in advance by the Purchaser. All such materials will be subject to inspection and approval by the Purchaser, either at the Supplier's premises and/or at the place of delivery indicated by the Purchaser. The Purchaser reserves the rights to inspect the material at any stage during manufacture or supply and reject such portion thereof as may be found defective or not in conformity with the specification without invalidating the remainder of the order, if so desired by the Purchaser. All rejected material shall be removed by the Supplier at its own costs within 15 days from the date of rejection note/intimation/Challan posted by the Purchaser to the Supplier.

In case of any failure due to any reasons to remove the goods/material the Purchaser shall have all the rights to remove the defective material/goods from the Supplier's premises and discard it. The Purchaser under no circumstances will be liable or held accountable for any damage, loss deterioration of the rejected material/goods for discarding the material goods, for any value for it.

12. Product Warranty - The Supplier shall be bound to repair/replace free of cost any materials/goods/assets processed and supplied by him, which become defective due to faulty design, material or workmanship within the date of completion of warranty period as mentioned in Special Terms and Conditions. In all such cases the to and fro freight and insurance charges will be to the Suppliers Account.

a) The said product processed and delivered by the Supplier shall be made out of good quality bought out components/materials as acceptable to the Purchaser and it should have standard/excellent workmanship.

b) The said product delivered by the Supplier shall be identical to the sample specification given by the Supplier.

c) Where the said product delivered by the Supplier to the Purchaser is according to sample as well as certain specification/description, if any, should match not only with the said sample, but also with the said specification/description.

13. Invoice / Challan

The Invoice for supplies must be submitted in triplicate duly bearing the Supplier's sales tax registration numbers (TIN / VAT / CST Nos) , supported with the required forms as specified in the PO and showing the description of material , quantity , PO no, Supplier code number , challan No. and date, Excise duty gate pass number with date and value wherever applicable. The supplier will ensure that, all Original Invoices with packing list, test certificates , MDCC , are sent along with the consignment. Material test certificate, test records or quality control document or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance.

14. Amendment to Order

This PO may be modified only by written instrument duly executed by each party. No breach of any covenant, agreement, warrant or representation shall be deemed waived unless expressly waived in writing by the party who might assert such breach. All amendments and other modifications hereof shall be in writing and signed by each of the Parties.

15. Payment # Refer definite terms of Payment in Special Conditions or as defined on 1st Page of this PO.

Payment of for goods delivered, provided they are not rejected by the Purchaser/consignee shall be made as per there terms stated in the PO. Payment falls due after the stipulated/agreed credit period from the date of receipt of materials or from the date of receipt of bills, whichever is later. Bills should be submitted within 4 days from the date of delivery. The Purchaser shall all point of time have all rights to deduct from any unpaid bills, debit notes falling due in case any material/goods are rejected on line and/or any claims for deductions are raised on the Supplier.

16. Assignment

The PO shall not be assignable by you to any other person. This PO shall be binding upon and inure to the benefit of either party acquiring all substantially all of the business and assets of the party.

17. Secrecy

If for the contractual work the Purchaser furnishes the Supplier with any drawings, dyes, floppies, documents etc., or these are made by the Supplier himself, the same shall be kept strictly confidentially used by the Supplier and shall be used by it only for the contractual work. On demand by the Purchaser at any time or on completion of the contractual work, the Supplier's drawings etc. shall be returned forthwith by the Supplier to the Purchaser. The Supplier shall under no circumstances allow the drawings, etc. made for the contractual work to be used by a third party. The Supplier shall also not make supplies of the articles made with the help of these drawings, etc. to any party other than the Purchaser. You shall indemnify and keep us harmless



Purchase Order No.

Date

4600006024

22.06.2018

PURCHASE ORDER

Ver. : 0 (22.06.2018)

and indemnify against any claims, losses or damages in this regard including claims, losses or damages on account any non compliance of any statutory provisions in this regard.

18. Patents

You shall warrant that the Materials shall be delivered free of rightful claim of any third person by way of infringement or the like of any patent or trademark. You shall indemnify and hold us harmless from any such claim. You hereby grant us the right to use the Materials in accordance with this PO. We shall not be responsible for any patent and/or license fee.

19. Project Manager

You are requested to inform within seven (7) days of receipt of this PO, the name and address of your Project Manager who shall be responsible for all the activities of this contract.

20. Kick Off Meeting

Kick-off meeting for the project will be held within 10 days of issue of this PO, at our Gurgaon Office. You shall furnish during this meeting a detailed project schedule (L2 Schedule) along with list of documents, drawings, QAP, etc that are planned for submission.

21. Contract coordination meeting and progress reports

a. You shall attend all meetings at your own cost with us or consultants appointed by us, as and when required. You shall fully cooperate with such persons and agencies involved during these discussions.

b. You shall submit at your own cost a detailed monthly progress report to the Engineer-in Charge in three copies by 5th of every month so that the progress report can reach Engineer-in-Charge latest by 10th of every month.

22. Non-Performance, Termination

In accordance with this PO, we shall be entitled to terminate this PO, or a part of it thereof:

a) If the Delivery/supply of Materials has been delayed so much for reasons attributable to you that we are entitled to the maximum amount of liquidated damages.

b) In case of breach of any term and condition of this PO.

c) Either of us shall have the right to terminate the PO forthwith if the other (i) ceases to do business in the normal course, (ii) becomes or is declared insolvent or bankrupt, (iii) appointment of official liquidator related to its liquidation or insolvency.

23. Termination # Consequences

a. In the event this PO is terminated in pursuance of Clause 22(a&b) above, we may procure, Equipments similar to those undelivered, upon such terms and in such manner as it deems appropriate, and you shall be liable to us for any excess costs & risk for such similar Equipments.

b. In the event this PO is terminated in pursuance of Clause 22(c) above, you will receive Price in respect of Materials delivered till the effective date of termination. We shall have the right to take over Materials completed so far and covered under the above mentioned consideration. Furthermore, you shall, upon termination of this PO, assist us or the new supplier appointed by us, to complete unexecuted part of work in terms of this PO.

24. Right of Entry

The Purchaser shall have the right to enter the Supplier place of processing or and other premises at any time with or without any prior intimation.

Other Conditions

a) The Supplier shall use the material/tools/drawings/specifications etc. provided to him exclusively for processing the Purchaser's products and the same shall not be used by him for any other purpose.

b) The machines/tools/raw material etc. provided by the Purchaser to the Supplier shall remain in the Supplier's custody as a bailee and the Supplier shall forth with return the said products/raw material/machines/ tools to the Purchaser on being so called upon by the Purchaser.

c) Adherence to the various provisions under all statutory legislations in respect of this Agreement shall be complied with the Supplier.

d) In the event of any terms and conditions given by the Supplier are at variance with these terms and conditions, then these terms and conditions shall prevail.

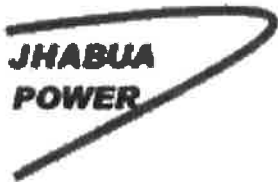
25. Arbitration - Any dispute or controversy or claim (Dispute) either arising out of or relating to this PO shall be resolved amicably. If the Dispute is not resolved through discussion within a period of one (1) month from the date of raising of Dispute then it will be referred to the sole arbitrator to be appointed by us. The arbitration proceedings shall be conducted under the provisions of the Arbitration and Conciliation Act 1996 or any statutory enactment thereof. The place of arbitration will be at New Delhi and the language of arbitration shall be English. The award of the Arbitrator shall be final and binding upon the parties.

26. Applicable Law

All sums payable by the Purchaser to the Supplier or by the Supplier to the Purchaser under this order shall be due and payable at the Purchaser's office. This PO shall be Governed by and construed in accordance with the laws of Republic of India. The Court of Delhi alone and to the exclusion of all other courts shall have jurisdiction of this PO.

27. Code of Conduct

The Supplier is obliged to comply with the applicable legal systems in force. In particular, the Supplier will not engage actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labour. Moreover, the Supplier will take responsibility for the health & safety of its employees. The Supplier will act in accordance with the applicable environmental laws and will use best efforts to promote the Code of Conduct among its Suppliers.



Purchase Order No.

Date

4600006024

22.06.2018

PURCHASE ORDER

Ver. : 0 (22.06.2018)

28. Indemnity :

In the event of any loss/damage/ expenses/ prosecution etc. occasioned to us, as a result of any lapse / theft / neglect/ fault /omission/ act etc on your part or on the part of your employees, then you shall be liable to indemnify us all kinds of losses/damages/expenses/ direct and indirect expenses whatsoever in connection with or incidental to it. You shall keep us and our Directors, Officers, employees, indemnified and harmless, from and against all claims, demands, losses and damages, penalties, expenses and proceedings connected with this PO or arising from any breach in relation to breach of any terms and conditions of this Letter of Award or otherwise arising from any act, commission, misrepresentation or omission on your part, whether wilful or not. All indemnities given by you shall survive the expiry or termination of this PO.

29. Notices

All notices required to be served under this PO shall be in writing and sent by registered mail or by facsimile, by one of us to the other hereto at the addresses provided in this PO or any later addresses, notice of which having been previously given by one of us to the other. All such notices shall be effective upon actual receipt or it shall deem to have been received on the fifth day after the day of dispatch.

30. General

The clauses as mentioned above shall hold good until and unless any clause is commented upon in the body of the PO. The clauses commented upon only, in the body of the PO shall override the ones mentioned here.

The Materials shall be of first class quality.

i) In the event of disruption of delivery or for any reason whatsoever, we shall be entitled to make alternative arrangement for completion of unexecuted work and in such case you shall be liable to pay any and all differential expenses/costs as may be incurred by us without any dispute or demur.

ii) This PO shall prevail over any other terms or conditions contained in your invoices/bills or any other document.

iii) Any right or obligation which becomes absolute before termination/expiration of this PO for any reason, or which is by definition of a continuing nature, will survive such termination/expiration.

iv) In the event that any provision of this PO conflicts with the law under which this PO is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this PO, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this PO shall remain in full force and effect.

v) All Annexure shall form integral part of this PO.

