



PURCHASE ORDER

Ver. : 0 (06.06.2018)

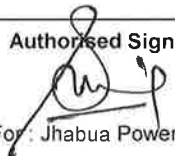
ASHBOND ENGINEERS PVT LTD B-9/3, Mianwali Nagar, New Delhi New Delhi - 110087 Delhi India Contact person: Email: ashbond100@gmail.com Contact: 1125271161 Fax: 1125264696	PAN: AAACA6708J CST NO: TIN NO: Excise No: Service Tax No: GSTIN No: 7AAACA6708J1ZQ	Plant: Jhabua Power Limited Please Deliver to Plant 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
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Purchase Order No. 4600005997	Date 06.06.2018	Your Vendor No. With us 1001554	Your Reference
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Quotation:-	Our Org-ID 1200	Created By Pawan Kumar YADAV Fax: Email : pawan.yadav@avanthapower.com
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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 - FOR DOOR DELIVERY AT JPL STORE Part Delivery: Not Allowed. Delivery Date - 06.10.2018 Validity Start - 06.06.2018 Validity End - 06.10.2018
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SNo		Item Code Description of Material	Qty	UOM	Unit Price	Total Price (INR)
10	M0621901044	VALVE SEAT HPBP VALVE AV140 Material PO Text : Valve seat for High Pressure By Pass Valve AV140 Basic Price : 155,450.00 Discount : Disc @ 3.000% Rs. 4,663.50 Over Tol : 0.0 Under Tol : 0.0 Tax : GST @ 18%	1	EA	150,786.50	150,786.50
20	M0621901046	HSH CAP SCREW & WASHER HPBP VALVE AV140 Material PO Text : HSH cap screw with washer for High Pressure By Basic Price : 6,600.00 Discount : Disc @ 3.000% Rs. 198.00 Over Tol : 0.0 Under Tol : 0.0 Tax : GST @ 18%	1	EA	6,402.00	6,402.00
30	M0621901047	S.W.GASKET 343X323X4.5 HPBP VALVE AV140 Material PO Text : S.W.Gasket 343x323x4.5 for High	1	EA	970.00	970.00

Remarks	Authorised Signatory:  For: Jhabua Power Limited	Unconditionally Accepted by: ASHBOND ENGINEERS PVT LTD
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SNo		Item Code Description of Material	Qty	UOM	Unit Price	Total Price (INR)
40	M0621901048	Pressure By Pass V Basic Price : 1,000.00 Discount : Disc @ 3.000% Rs. 30.00 Over Tol : 0.0 Under Tol : 0.0 Tax : GST @ 18% S.W.GASKET 200.5X181X4.5 HPBPVALVE AV140 Material PO Text : S.W.Gasket 200.5x181X4.5 for High Pressure By Pass Basic Price : 750.00 Discount : Disc @ 3.000% Rs. 22.50 Over Tol : 0.0 Under Tol : 0.0 Tax : GST @ 18%	1	EA	174.60 727.50	174.60 727.50
50	M0621901051	PACKING RING 85X60X12.5HPBP VALVE,AV140 Material PO Text : Packing ring 85x60x12.5 for High Pressure By Pass Basic Price : 125.00 Discount : Disc @ 3.000% Rs. 3.75 Over Tol : 0.0 Under Tol : 0.0 Tax : GST @ 18%	1	EA	121.25	121.25
60	M0621901055	S.W.GASKET 150X123X4.5 HPBP VALVE AV140 Material PO Text : S.W.Gasket 150x123x4.5 for High Pressure By Pass V Basic Price : 500.00 Discount : Disc @ 3.000% Rs. 15.00 Over Tol : 0.0 Under Tol : 0.0 Tax : GST @ 18%	1	EA	485.00	485.00
70	M0621911035	VALVE SEAT FEATHER RING HPBP VALVE E45S Material PO Text : Valve seat+feather ring For HP BYPASS SPRAY VALVE Basic Price : 191,100.00 Discount : Disc @ 3.000% Rs. 5,733.00 Over Tol : 0.0 Under Tol : 0.0 Tax : GST @ 18%	1	EA	185,367.00	185,367.00
80	M0621911036	PRESSURE SEAL PLUG HPBP SPRAY VALVE E45S Material PO Text : Pressure seal plug For HP BYPASS SPRAY VALVE E45S Basic Price : 16,050.00 Discount : Disc @ 3.000% Rs. 481.50	1	EA	33,366.06 15,568.50	33,366.06 15,568.50

Remarks

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ASHBOND ENGINEERS PVT LTD



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SNo		Item Code Description of Material	Qty	UOM	Unit Price	Total Price (INR)
90	M0621911043	Over Tol : 0.0 Under Tol : 0.0 Tax : GST @ 18% GLAND BUSH HPBP SPRAY VALVE E45S Material PO Text : Gland bush For HP BYPASS SPRAY VALVE E45S Item No Basic Price : 5,850.00 Discount : Disc @ 3.000% Rs. 175.50 Over Tol : 0.0 Under Tol : 0.0 Tax : GST @ 18%	1	EA	2,802.33 5,674.50	2,802.33 5,674.50
					1,021.41	1,021.41
						0.00
		Total				432,000.66

Amount in words : FOUR LAKH THIRTY TWO THOUSAND INDIAN RUPEE ONLY**Service Tax** : 65,898.41**Warranty** : 12 Months

Note regarding Invoice Cum Delivery Challan should be sent along with consignment wherein following details are essential to process 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:

Kind Attention: Mr.Ashish Dhamija

Mobile No. 9868273155

Subject: Purchase order for the Designing, Manufacturing and Supply of mandatory spares for HP Bypass Vale as per your offer reference No.AEPL/I/0005/18-19/JHANUA/0071 dated 24.05.2018 or as per approved BOQ (hereinafter referred to as "Materials") for our Phase-I of 1x600MW of Jhabua Power Limited, Seoni in the state of M.

Reference No.

1. Your offer reference No.AEPL/I/0005/18-19/JHANUA/0071 dated 24.05.2018.
2. Your E-mail dated 25.05.2018 regarding prices and details T&C acceptances .

Dear Sir,

With reference to the above stated subject matter and subsequent correspondence and discussions, we are pleased to place this PO on you, subject to the following terms and conditions. Any annexure to this PO shall form integral part of the PO and in case there is any contradiction in the different documents with regard to any provision, the order of precedence shall be as mentioned in General terms & conditions. The currency for all rates and amounts shall be Indian Rupees (INR).

1.0 SCOPE OF SUPPLY

(i) The scope of supply covers (but not limited to) for the Designing, Manufacturing and Supply of mandatory spares for HP Bypass Vale as per your offer reference No.AEPL/I/0005/18-19/JHANUA/0071 dated 24.05.2018 or as per approved BOQ.

(ii) All relevant, Test certificate (TC) Material Safety data sheet (MSDS), interchangeability certificate and warranty certificates (as mentioned under warranty clause No. 14.0) shall be submitted along with material supplies. Materials shall be of the specified manufacturer and specifications provided by us. Any deviation shall constitute breach of terms and conditions. Any inspection/test certificate issued shall not absolve you from contractual obligations.

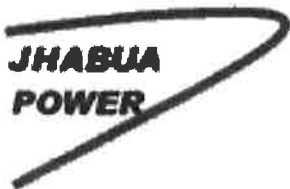
Remarks

Authorised Signatory:

For : Jhabua Power Limited

Unconditionally Accepted by:

ASHBOND ENGINEERS PVT LTD



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(iii) You shall agree and confirm that time is the essence of this Purchase Order and you shall supply the Materials within the stipulated time period, as agreed between the parties.

(iv) The Order Value shall remain firm & fixed during the currency of execution/completion of this Purchase Order. No escalation is permitted on any count.

(v) All Materials shall be subject to our acceptance. However, such acceptance by us/consultant shall not relieve you of your obligations in terms of this Purchase Order.

2.0 GCC, GTC and ECC

General Conditions of Contract (GCC), General Technical Conditions (GTC), Notice Inviting Bid (NIB) and Instructions to Bidders (ITB) and Statutory Compliance conditions which shall be applicable for this PO.

3.0 CONTRACT PRICE

3. 1 The Contract Price for the Designing, Manufacturing and Supply of mandatory spares for HP Bypass Valve as per your offer reference No.AEPL/1/0005/18-19/JHANUA/0071 dated 24.05.2018 or as per approved BOQ in terms of clause No.1.0 above is Rs. 4,32,000/- (Indian Rupees Four Lacs Thirty Two Thousand Only) (hereinafter referred to as "Order Price").

3. 2 The above mention contract price indicated above includes of GST as applicable against HSN Code, packing & forwarding and freight charges door delivery basis but excluding of Insurance charges in terms of clause No.12& 13.0.

3. 3 The Contract is on BOQ basis where Unit Rates are FIRM till the duration of Contract.

3. 4 As per the EWAY BILL Rule 138 of Goods and Services Tax Rules, 2017, you shall issue "EWAY BILL" for the successfully movement of consignment at our JPL Site, No impact in FOREX variation shall be entertained during the tenure of the PO. Any statutory liabilities arising due to improper documentation will be borne by the Contractor.

4.0 CONTRACT PRICE ADJUSTMENT

The Contract Price is based on attached BOQ shall remain FIRM and shall not be subjected to any variation except in case of statutory variation for taxes and duties, as explained in Bid Specification for this package.

5.0 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 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.

6.0 EFFECTIVE DATE OF PO

The effective date of this PO shall be 06.06.2018.

7.0 COMPLETION PERIOD OF PO

The entire Scope of Supply as covered under Clause 1.0 of this order shall be delivered at our JPL Site within 04 Months from the date of this PO.

It is clarified that time is the essence of the PO. Any delay in completion of the entire scope of supply & work in terms of this PO as per the time period stipulated in this PO shall be construed as a breach in the terms and condition of this PO.

8.0 PACKAGE OWNER**Remarks****Authorised Signatory:**

For : Jhabua Power Limited

Unconditionally Accepted by:

ASHBOND ENGINEERS PVT LTD



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Mr. Nachiket Narendra Nagare
Mobile No. 9977600339

9.0 BILLING & DELIVERY ADDRESS

Mr. Upendra Dwivedi
(Mobile No. 9109324992)
In charge- Total logistics (JPL Stores)
Jhabua Power Ltd.
Avantha Group Company
Jhabua Power Limited
Village Barela - Gorakhpur,
Seoni-482001
TIN NO: 23175810851
PAN NO: AABCK3364R
GSTIN NO:23AABCK3364R1Z7

10.0 TERMS OF PAYMENT

100% payment against pro forma invoice against readiness of materials before dispatches.

11.0 DOCUMENTATION

You must comply with all the documentation required for invoicing of the material as per agreed terms.

- # Originals for Buyer Invoice
- # Delivery challan
- # LR Copy
- # Test Certificates
- # Material Safety data sheet

12.0 INSURANCE

JPL shall cover the Materials with All Risk (ICC-A) transit insurance from the Contractor's / the Contractor's suppliers' Manufacturing Unit / ware house till delivery of Materials at JPL Site. The Contractor will be responsible for providing JPL with the documentation with regard to the goods in transit, in the format(s) as specified by JPL in Annexure-B also has to intimate within 14 working days prior to the date of dispatch estimated invoice value. JPL shall coordinate with insurance company for claim settlements. However since Contractor is dispatching the material they will first to know about the damages during transits. It would be their responsibility to assist JPL 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 Contractors sole responsibility to replace/compensate for damages/shortages/ losses. If Contractor fail to do so, JPL shall be free to recover the cost of such damaged/lost Materials either from the Contractor's bills or from any amount due and payable to the Contractor under the order as JPL may deemed fit and proper at JPL's sole discretion.

In case claim is rejected due to following reasons it will be the Contractor's responsibility to deliver material at site at his own cost:

- a) Lost caused by poor packing or without competent packing which can protect the item against damage while in transit.
- b) Overloading of material.
- c) Vehicle not covered properly.
- d) Material sent without proper staking of material.
- e) Any other case of Gross Negligence.

In case of material completely damaged during transit, the Contractor will supply the concerned material at the price as agreed in the contract with in stipulated period as per schedule.

The details mentioned in Annexure- B must be mailed within 24 hours of dispatch to the below address

Mr. Yash Pal Sharma # Manager, Finance & Accounts

Jhabua Power Limited
6th Floor,

Remarks

Authorised Signatory:

For : Jhabua Power Limited

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Vatika City Point, M.G. Road,
Gurgaon # 122 002
Email: yash.sharma@avanthapower.com
T: +91 124 4392042
F: +91 124 4376496 ,
M: +91 9873214891

Further, you need to send the Proof of Delivery (POD i.e Loory Receipt) for every consignment to yash.sharma@avanthapower.com to complete the transaction.

13.0 TRANSPORTATION

You shall arrange for the transportation on Pre-Paid door delivery basis through Bank / Insurance approved transporter for the delivery of Materials at our Site. It is your sole responsibility to safely deliver the Materials at site, Transit insurance shall be undertaken by you. You shall take our prior approval for the finalization of freight charges.

The Driver shall comply with all the laws, rules and regulations as applicable or shall come into force and in case of any challan, criminal prosecution, or fine etc. the same shall be borne and paid by you at its own costs and expenses.

Driver deployed shall be medically fit for the purpose of driving and must hold valid driving license(s) to run the Vehicle.

14.0 WARRANTY PERIOD

The Materials supplied by you under this PO shall be guaranteed against manufacturing defects for a period of 18 months from the date of Dispatch or 12 months from the date of commissioning, whichever is earlier. During this warranty period, you shall repair and/or replace the Materials which are found defective due to use of poor quality of material, bad workmanship etc., solely at your cost and expenses to our entire satisfaction.

15.0 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 PO.

16.0 PATENT RIGHTS

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.

17.0 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 Purchase Order (Contract) or arising from any breach in relation to breach of any terms and conditions of this Purchase Order 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.

18.0 TERMINATION

18.1 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

Remarks

Authorized Signatory:

For Jhabua Power Limited

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damages.

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

18.2 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.

19.0 TERMINATION # CONSEQUENCES

19.1 In the event this PO is terminated in pursuance of Clause 24.1 above, we may procure, Equipment's 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 Equipment's.

19.2 In the event this PO is terminated in pursuance of Clause 24.2 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.

20.0 AMENDMENTS

This PO may be modified only by a written instrument duly executed by both of us. All amendments and other modifications hereof shall be in writing and signed by each of us.

21.0 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.

22.0 APPLICABLE LAW

This PO shall be governed by the laws of Republic of India and any legal action pertaining to this PO shall be subject to the jurisdiction of Courts of New Delhi alone to the exclusion of other Courts.

23.0 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 rising 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.

24.0 ACCEPTANCE OF PO

This PO along with its enclosures is being sent to you in duplicate. You are requested to return one (1) copy of the above terms & conditions within 3 days otherwise we shall assume the same is confirmed and accepted by you.

GCC ANNEXURE attached herewith is applicable for this purchase order.

Remarks

Authorised Signatory:

For: Jhabua Power Limited

Unconditionally Accepted by:

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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 constitutes 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 asset 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 sole responsibility to



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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 Purchaser'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.

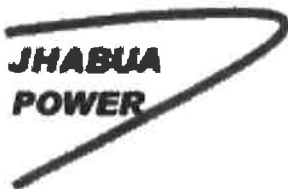
Payment of for goods delivered, provided they are not rejected by the Purchaser/consignee shall be made as per there terms stated in the PO. Payment falls due after the stipulated/agreed credit period from the date of receipt of materials or from the date of receipt of bills, whichever is later. Bills 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 Purchaser'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. Your shall indemnify and keep us harmless



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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 compiled 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.

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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/expiry of this PO for any reason, or which is by definition of a continuing nature, will survive such termination/expiry.

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.



