

**Service Order**

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| <b>Vendor No : 3300001701</b><br><b>A One Salasar Pvt. Ltd.</b><br><b>104 Vasudev Chambers,</b><br><b>MUMBAI</b><br><b>Maharashtra-400078,India</b><br><b>State Code:27 Maharashtra</b><br><b>Contact Person : MR.SACHIN KAMBLE</b><br><b>Mobile : 07710024008</b><br><b>Telephone No :02225660141</b><br><b>Email :</b><br><b>PAN No : AAOCA5506C</b><br><b>GSTIN No : AA2704170296434</b><br><b>IEC Code No :</b> | <b>PO No : 1600000910</b><br><b>Date :03.02.2018</b><br><b>Rev :- [ Reprint Copy only for Ref. ]</b><br><b>Your Reference :</b><br><b>Created By : Anand Patil</b><br><b>Contact No : 022-66444492</b><br><b>E-mail Address : anandpatil@waaree.com</b><br><b>Reference :</b> |
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| <b>Invoice to:</b><br><b>WAAREE ENERGIES LIMITED</b><br><b>Off. Western Express Highway,</b><br><b>Borivali (E), Mumbai-400066</b><br><b>GSTIN No : 27AAACA4043J1ZW</b><br><b>PAN No : AAACA4043J</b><br><b>IEC Code No.: 0307047296</b> | <b>Ship to :</b><br><b>WAAREE ENERGIES LIMITED</b><br><b>Off. Western Express Highway,</b><br><b>Borivali (E), Mumbai-400066,</b> |
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With Reference to your quotation & subsequent negotiation, we are pleased to place this Purchase Order on your for supply of following items subject to terms and condition stated below and printed overleaf/attached with this Purchase Order.

| No                 | Description                                 | GST Rate %                  | Unit    | Qty | Unit Price in INR | Total Basic in INR   |
|--------------------|---|-----------------------------|---------|-----|-------------------|----------------------|
| 1                  | service charges for e-Auction<br>SAC:998399 | CGST 9.00<br>SGST 9.00<br>% |         |     |                   |                      |
|                    | service charges for e-Auction               |                             | Numbers | 1   | 35,000.00         | 35,000.00            |
| Central GST        |   |                             |         |     |                   | 3,150.00             |
| State GST          |   |                             |         |     |                   | 3,150.00             |
| <b>Grand Total</b> |   |                             |         |     |                   | <b>INR 41,300.00</b> |

**Amount In Words:** Rupees Forty One Thousand Three Hundred Only

**TERMS AND CONDITION :**

|                            |  |
|----------------------------|--|
| <b>Tax Code</b>            | <b>GST INPUT TAX</b>   |
| <b>Inco Terms</b>          | ,  |
| <b>Delivery Schedule</b>   | <b>Immediate</b>   |
| <b>Validity Period</b>     | <b>0 Days ( - )</b>  |
| <b>Mode of Shipment</b>    |  |
| <b>Payment Terms</b>       | <b>immediate after bill receipt</b>  |
| <b>Special Instruction</b> | <b>Service charges for E-Auction . Date : 05.10.2017 Auction ID:ET-17-78</b> |

1. Scope of Work: The scope of work will be to render services as per the detailed defined work requirement given to you within stipulated time & as per the terms of this Service order.
2. Contract: This Service Order shall constitute/Construct a Legitimate Contract between Waaree Energies Limited & the Contractor, once the copy of this Service Order is acknowledged & endorsed by the Contractor with its sign & stamp.
3. Acknowledgement/Acceptance: The Contractor shall acknowledge/accept this Service Order within 2 working days failing which deemed acceptance from Contractor shall be constructed, constituting a legitimate contract between Waaree Energies Ltd & the Contractor.
4. Effective date and term: The Service Order will come into effect from the date of acceptance or deemed acceptance of the Service Order. The Service Order shall be in force till such time that obligations of the Parties under this Service Order are fulfilled. The validity of the Service Order may be extended by the Parties on such terms as may be mutually agreed upon by and between the Parties in writing.
5. Completion: The Works shall be completed with due diligence and in the manner specified in the Service Order and to the satisfaction of the Company. The Contractor, hereby, undertakes that the Works shall be ready for any stipulated test on completion not later than the date of completion as mentioned in the Service Order.
6. Progress of Works: The Contractor shall: (i) prepare and submit to the Company the progress every week or as and when requested by the Company, and (ii) participate in the review meetings and weekly conference calls with the Company. Reporting shall

**WAAREE ENERGIES LIMITED.**

Head Office:602, Western Edge-I, Off. Western Express Highway,Borivali (E), Mumbai 400066, Maharashtra, India  
Works: Plot No. 231-236, Surat Special Economic Zone , Diamond Park,Sachin, Surat - 394 230, Gujarat. INDIA.  
Website : www.waaree.com.



continue until Contractor has completed all the Works mentioned in the Service Order.

**7. Site responsibility: The Contractor shall:**

- (a) prepare the Site for Works, keep the Site secure and free from all unnecessary obstruction, store or remove of any surplus materials and clear from the Site any waste material;
- (b) Deploy construction equipment and personnel required for completing the allotted capacity of works within time stipulated as per the Service Order.
- (c) Deploy as required for the performance of the works skilled & unskilled manpower/labour with adequate experience and educational background for the performance of the Works allotted.
- (d) Prior to handing over of complete works, remove from site all construction equipment belonging to them and any surplus materials brought by the Contractor to the Site and any other debris or rubbish relating to the Works, so as to leave Site in a clean condition;
- (e) provide Site security, clean-up, first aid, health, safety and protection, adequate catering, dining, resting, sanitary facilities (separate for gents and ladies) and such other facilities as required by the applicable law at the Site for the Contractor's personnel;
- (f) Arrange for Construction Power & water at his own cost along with the general utilities including drinking water, food & stay arrangement for his manpower/labour.
- (g) manage the labour relations and undertake reasonable endeavor to prevent any labour conflict that may arise and resolve such labour conflicts that may arise;
- (h) adhere, and cause its subcontractor and their personnel to adhere, to the Company's policy requirements including the conviction for safety policy, legal compliance requirements, sexual harassment policies, Child labour laws etc. and conduct site activities in accordance with applicable laws.
- (i) have and maintain good relation with the inhabitants of nearby locality of the Site for the smooth functioning of the Works at the Site.

**8. Occupation And Use of Site:** No Site belonging to the Company shall be occupied by the Contractor without permission of the Company. The Contractor shall not use or be permitted to use the Site for any purposes other than that for executing the Works.

**9. Debris and Scrap:** The Contractor shall remove debris generated due to breaking or otherwise from the Site and he shall dispose off the debris in such a manner that comply rules and regulations of local authorities. All materials dismantled or removed from the existing structures shall be stacked in a proper manner and shall not be disposed off without permission.

**10. Use of Water for construction purpose:** Water test report shall be provided by the Contractor to the company prior to using it for construction. Only in case the test report is suitable for construction, the company shall allow the contractor to proceed using this water for construction. The charges for the conduction of the test for water shall be borne by the contractor.

**11. Additional Site Requirement:**

- (a) The Contractor shall provide following items at the site all the time:
  - Material Register for maintaining record of materials received at site which is in his scope of supply.
  - Material Register for maintaining record of materials received at site from company as free issue.
  - Book for receiving instructions from the Contractor;
  - Measurement book for recording work measurements on daily basis;
- (b) The Contractor shall in connection with the Works, provide and maintain at his own cost lights and luminaires when and where necessary or required by the Company.

**12. Assignment or Subletting:** The Contractor shall not assign the Service Order or any part thereof or any benefit or interest therein without the written consent of the Company. Such consent, if given, shall not relieve the Contractor from any liability or obligation under the Service Order. The Contractor shall be responsible for the acts, defaults and neglects of any of its sub-contractor, his agents, servants, or workmen. Provided that the provision of labor on a piecework basis shall not be deemed to be subletting under this clause. When the Company has consented to placing of sub-contract, two copies of each sub-contract between the Contractor and the sub-contractor shall be given to the Company.

**13. Extension of Time:** In case, where extra or additional works not covered in the Works have been ordered or special circumstances have arisen, which fairly entitle the Contractor to an extension of time for the Completion of the Works, the Company will decide on award of extension and duration of extension of time for completion of the Works. However, the Company is not bound to take into account any such extra or additional work or other special circumstances, unless the Contractor has, within a reasonable time after such work has commenced or such circumstances have arisen or as soon thereafter as it is practicable, delivered to the Company full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated at the time of completion.

**14. Housing Of Staff and Workmen:** The Contractor shall at his own cost make suitable provision for the housing of his staff and workmen and shall be responsible for the water supply, sanitary arrangements conservancy thereof as per requirement of statutory authority. The Contractor shall be responsible for giving all necessary notice of infectious and contagious diseases and for isolation and removal of such cases from the Site.

**15. Damages to Persons and Property:** The Contractor shall indemnify and keep indemnified Company for all losses and claims for injuries and damages to any person/s including those under his or his Sub-Contractor and any property whether belonging to any other person or Company which may arise out or in consequence of the construction and maintenance of Work.

**16. Safety:**

- (a) Whenever any work is being carried out above ground level and there is a possibility of injury to person or property in case of anything falling, adequate precautions shall be taken to prevent such injury by:
  - Railing off the danger areas below and display of 'KEEP CLEAR' notices;



- By the provision of safety sheets adequate to catch anything that might fall.

(b) Contractor shall enforce the use of safety appliances. If anything is to be dropped deliberately from a height then in addition to the other precautions, one man shall, during the period of the drop, be posted outside the danger area and hoses led out to ensure that no person enters the danger area.

17. Statutory Obligations: The Contractor shall comply with and give all notices required by any authority. The Contractor shall pay and indemnify the Company against liability in respect of any fees or charges (including any taxes) legally demandable under any regulation or law of authority from him.

18. Insurance: The Contractor shall effect and keep in force the insurances as may be required for protecting its interest including workers' compensation insurance as required under applicable law.

19. Alteration to the Works: The Company shall have right to alter, add, or omit from or abandonment to any part of the Works. If any work over and above the Works is required to be executed at Site, the Contractor shall have no right to be entrusted with the execution of such additional work but the Company shall have the right to appoint any other third party, if it deems necessary.

**20. Defective Work and Rectification:**

(a) If it shall appear to the Company, at any time during the progress of the Works or at any time prior to the expiration of the period of maintenance of such Works, that any Work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior description, or that any materials provided by the Contractor for the execution of the Work are unsound or of inferior quality to that contracted for, the Contractor shall pull down take up, or take out the work so complained. The Contractor shall rectify any defects caused or done due to the use of inferior material or workmanship at its own cost within 5 (Five) days of the notice given by the Company.

(b) If the Contractor replaces or renews any portion of the Works, the provision of this clause shall apply to the portion of the Works so replaced or renewed until the expiration of 12 (Twelve) months from date of such replacement or renewal.

21. Suspension Of Work: The Contractor shall on the written notice of the Company suspend the progress of the Work(s) and during such suspension properly protect and secure the Work. The extra cost, if any, incurred by the Contractor shall be borne by the Company unless such suspension is otherwise provided for in the Service Order or necessary for the proper execution of the Works or due to Force Majeure or by some default on the part of the Contractor or necessary for the safety of the Works.

22. Compliance with Labour Regulations: In respect of all persons directly or indirectly employed on the Works, the Contractor shall comply with the labour regulations made by the authorities as regards to payment of wages, working hours, wage register, wage cards, etc. The Contractor must get himself registered for the Works as per the provision for the Contractor's Labour (Regulation and Abolition) Act 1970 and other applicable laws/acts for labour and shall comply with the regulations of these laws/acts and shall indemnify the Company against any loss or damage arising out of the Contractor being liable under the provision of these laws/acts in whatsoever manner.

23. Compliance with Laws: Each Party will comply with all laws, regulations and ordinances applicable to such Party in the exercise of its rights and obligations under this Service Order.

24. Title and Risk: Title in the Works or part thereof performed by the Contractor shall pass to the Company as and when the same is performed and certified as satisfactory by the Company.

25. Business Ethics: Neither Party shall pay any fee, commission, rebate or anything of value to or for the benefit of any employee of the other Party. The Parties shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the other Party's best interests. This obligation shall apply to the activities of the Parties, their subcontractors, their employees and agents in their relations with the other Party's employees, their families, the contractors and third parties, arising from this Agreement. The Parties undertake to notify the other Party immediately if it has knowledge of, or suspects, a breach of this Clause. In case of violation of Business Ethics as per this Clause the Parties shall mutually agree to the process of resolving any breach of this Clause.

26. Confidentiality: The existence and terms of this Service Order shall be at all times be confidential and the Contractor agrees that none of the details connected therewith shall be published or disclosed to any third party without Company's prior written permission. All Parties agree to maintain confidentiality concerning the details of the project and terms of this Service Order. The Parties shall make provisions that employees, its representatives and third parties entrusted with implementing the Service Order are bound to this obligation of Confidentiality. This also applies to the presentation of this Service Order for legal examinations or audits by legal consultants and tax advisors

27. Force Majeure: Neither of the Parties shall be liable for prevention from fulfilling the obligations under the Service Order as a result of force majeure, particularly the Non Political Events, Indirect Political Events and Direct Political Events as defined below and any other events outside the control of the Parties. In such events, the Parties shall contact each other without delay and discuss the measures to be taken. Non-political events shall include acts of God including but not limited to any storm, flood, drought, lightning, earthquake or other natural calamities, fire, accident, explosion, epidemic, plague or quarantine, air crash, shipwreck, train wrecks or failure ("Non Political Events"). Indirect Political Events shall include acts of war sabotage, terrorism or act of public enemy, blockades, embargoes, civil disturbance, curfew, emergency, military action, revolution or radioactive contamination ("Indirect Political Events"). Direct political events shall be as any Government Authorities' unlawful or discriminatory delay, modification, denial or refusal to grant or renew, or any revocation of any required Permit or Change in Law and/or Change in Tax ("Direct Political Events");

28. Liquidated Damages: All efforts to complete the Works by the Completion Dates should be made by the Contractor, if the Contractor fails to adhere to complete the works within the time stipulated as per the service order then, the Company has right to demand Credit Note towards liquidated damages at the rate of 1 % per week of delay subject to maximum of 10 % (Ten Percent) of Service Order value. The Company may at their sole discretion also choose to deduct the said liquidated damages from the amount payable to the

Contractor against his bills instead of the credit note.

**29. Non-performance of Works:** If Contractor fails to start or perform the Works in accordance with the Service Order & its requirement of man power, speed, equipment's, progress & quality, the Company may without prejudice to the Company's rights or remedies, serve a notice as reasonable under the circumstances to the Contractor in order to take remedial steps to start/rectify/remedy such non-performance. If the Contractor fails to proceed to take such remedial measures within a period of 7 (Seven) days of receipt of such notice, then the Company shall take necessary measures & deploy another third party as deemed fit for the execution of the works at the risk and the cost of Contractor.

**30. Delay in Works:** If the delay in completing the Works is for more than 1 (One) month from the date of completion of works as stipulated in the service order, the Company reserves the right to cancel the Service Order and complete the Works from a third party at the risk and cost of the Contractor and the Contractor agrees and accepts to make such payment within 5 (five) business days upon receipt of the Debit Note from the Company. The Company may at their sole discretion also choose to deduct the said amount from any amount payable to the Contractor instead of the debit Note.

**31. Indemnity:** The Contractor hereby agrees to indemnify, defend and hold harmless the Company and its personnel, **shareholders and partners for:**

- (a) any non-compliance or violation of any applicable law or government approval to be complied with hereunder by the Contractor or its personnel;
- (b) any failure to pay taxes by the Contractor or its personnel;
- (c) breach of the Contractor's obligations contained in this Service Order;
- (d) breach of the Contractor's representations and warranties contained in this Service Order;
- (e) bodily injury or death of any person caused by the Contractor's act or omission; or
- (f) loss of or physical damage to real property caused by the Contractor's performance or non-performance of its obligations under this Service Order;
- (g) in connection with the presence of hazardous substances at the Site due to any act or omission of the Contractor or its personnel or the Contractor's failure to act in accordance with the applicable law or prudent solar industry practices.

**32. Limitation of Liability:** Notwithstanding anything contained in this herein, with respect to any and all claims arising out of the performance or non-performance of obligations under this Service Order, whether arising in contract, tort, warranty, strict liability or otherwise, the Contractor's liability shall not exceed in the aggregate 100% (One Hundred Percent) of the Service Order value or actual damages, direct or indirect losses, loss of revenue, and anticipated profits suffered by the Company, whichever is higher.

**33. Consequential Damages:** The Company reserves the right to claim from the Contractor (and against the affiliates of each, and their respective personnel, shareholders and partners) any consequential, incidental, indirect, special, exemplary or punitive damages (including loss of actual or anticipated profits, revenues or product; loss by reason of shutdown or non-operation; increased expense of operation, borrowing or financing; loss of use or productivity; and increased cost of capital) arising out of this Service Order. Any liquidated damages payable by the Contractor under this Service Order shall not be deemed consequential damages and any amounts payable by Contractor pursuant to its indemnity obligations under this Service Order shall not be deemed consequential or punitive damages.

**34. Termination:** The Company shall, at any time, be entitled to determine and terminate the Service Order, should in the Company's opinion, the cessation of the Works become necessary owing to paucity of funds or from any other cause whatsoever, in which case the cost of approved materials at the Site and of the value of the Works done to date by the Contractor shall be paid for in full at the rates specified in the Service Order. The Company shall clearly specify reasons of such termination in his communication to the Contractor.

**35. Disputes:** The Parties shall attempt to solve all possible difference, dispute or claim ("Dispute") occurring during the implementation, interpretation, application, execution and in connection with this Service Order by mutual agreement within 7 (Seven) days from such Dispute arises between the Parties. If, for any reason, such Dispute cannot be resolved amicably by the Parties, within 7 (Seven) days of the date when such Dispute has arisen, the same shall be settled by way of Arbitration proceedings adjudicated by a sole arbitrator appointed by the Company. The Arbitration proceedings shall be held in accordance with the Arbitration and Conciliation Act, 1996, or any subsequent enactment or amendment thereto. The decision of the Arbitrator(s) shall be final and binding upon the Parties. The venue of the arbitration shall be Mumbai. The arbitration proceedings shall be in English language. This clause shall survive termination or expiry of this Service Order.

**36. Governing Law:** This Service Order will be construed according to the laws in force in India and subject to Clause 31 the Parties submit to the jurisdiction of the courts at Mumbai, India.

**37. Notices:** All notices, communications, references and complaints issued or made by the Company or the Contractor, inter se concerning the Works and the Service Order shall be in writing and sent to the above address and on the email address of the designated personnel of the Parties.

**38. Severance:** The validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired if any provision of this Service Order is rendered void, illegal or unenforceable in any respect under any law. Should any provision of this Service Order be or become ineffective for reasons beyond the control of the Parties, the Parties shall use reasonable endeavors to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.

**39. Amendment:** No modification, amendment or waiver of any of the provisions of this Service Order shall be effective unless made in writing specifically referring to this Service Order and duly signed by each of the Parties. However the Contractor agrees and accepts that the Company shall have the right to make changes in the delivery and other terms of the Service Order without any additional charges and the Contractor will unconditionally accept to such changes and if required the

Service Order will be amended to incorporate such changes. If such changes affect delivery or the amount to be paid by the Company, the Contractor shall notify the Company immediately and negotiate an adjustment.

40. Scanned Copy: Signed scanned transmissions of this document shall be considered an original of the document, and shall have the same effect and force as signed hard-copy originals of the document. It shall be binding and legally enforceable.

**SPECIAL NOTES:**

Please mention in your Tax Invoice

**SIZE:**

**CONTRACTOR: WAAREE ENERGIES  
LIMITED**

Authorised Signatory

**WAAREE ENERGIES LIMITED.**

Head Office: 602, Western Edge-I, Off. Western Express Highway, Borivali (E), Mumbai 400066, Maharashtra, India  
Works: Plot No. 231-236, Surat Special Economic Zone, Diamond Park, Sachin, Surat - 394 230, Gujarat. INDIA.  
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