

**ORPAK SYSTEMS INDIA PVT LTD****Purchase Order**

227 1st D-cross 3rd Block, 2nd , BANGLORE,KARNATAKA-560043
GST. No - 29AABCO1744R1ZV

Vendor :- 400247 - M/S:- SWITCHING AVO ELECTRO POWER LTD. 29AAICS2473C1ZB 8/2, 2nd Cross, Bhuneshwari Nagar, R.T. Nagar, Bengaluru, (Bangalore) Urban, Karnataka, 560032 Bangalore-560032	GST. No -	Purchase Order :- 4600009550 Supplier Quote:- Our Ref:-	PO Date:- 14.11.2022 Date:- Currency :- INR
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Please supply the material detailed in the schedule below subject terms, conditions and instructions specified in the purchase order.

Site Code	Site Name & Address	PR#	PR SL#	Mtrl Code	Material Desc.	GC	QTY	UOM	Rate	Tot Amt	IGST	CGST	SGST	Dis %	P&F %
		10031373	10		IOCL-6 3 KVA UPS AMC Delivery Schedule:- 13.11.2022 1.000 AU	N				1,560,000.00		140,400.00	140,400.00		
529517			1	3000091	AMC for 3 KVA UPSAMC for 3 KVA UPS		300.00	EA	5,200.00	1,560,000.00					

Page Total 1,560,000.00

Payment Term :- 365 days from GRN Delivery Term :-	Delivery Date:- 13.11.2022	TOTAL: 1,560,000.00
NOTE: 300 sites	Discounted Amt : 1,560,000.00 Total GST Value : 280,800.00	TOTAL PO Value: 1,840,800.00
	Shipping Address :	Billing Address Orpak Systems India Pvt Ltd. 1st D-cross 3rd Block, 2nd Floor, Harbour Layout, Banga BANGLORE,KARNATAKA
Prep.By:- Prabodh -PRJ Email-Id:- prabodh.patankar@gilbarco.com Phone:-	For Orpak Systems India Pvt.Ltd. Approved By :-Amol Darekar (This is a computer generated Purchase Order and does not require signature or any company seal)	

General Terms and Conditions for Materials Supply

300 sites

T&Cs for 3+3 KVA UPS AMC (Master + Slave) with 8 Battery

1. Quarterly Uptime must be at least 98% over whole installed base of UPS. For balance 2% call need to close within 3 days from date of call logging.
2. Weekly dashboard of calls logged / closed and Open calls to be shared every Friday with GVR.
3. eRACTS data will be shared by GVR Team twice in a day.
4. Payment terms # 365 days through VFS
5. TIMELINES FOR SERVICES DURING CAMC PERIOD: -

During the CAMC & Warranty period, vendor is responsible for rectification of any breakdown or defect observed in the entire solution and shall rectify the same from the time of call

logging within following timelines (including weekends & all Holidays) without any cost to IOCL.

Ø For ROs within Municipal City limits of Divisional Office Head Quarter 8 hrs.

Ø For ROs beyond Municipal City limits but within 100 km of the Divisional Office Head Quarter 24 hrs.

Ø For balance ROs 36 hrs.

Ø For ROs of States J&K, North East, Uttarakhand and Himachal Pradesh: Within municipality limits of Divisional Office HQ Town # 24 hrs for balance ROs - 72 hrs.

- a) Vendor is required to position adequate no. of technically qualified personnel with sufficient spare parts to maintain desired uptime for the entire Retail Automation System solution being provided at these ROs.
- b) In case, the vendor fails to attend and rectify the complaint within the above specified time limits, IOCL may get it attended through alternative agency at vendors risk and cost.
- c) However, the vendor shall continue to be responsible for maintaining the entire solution even after attending of the complaint through any alternative agency by IOCL.
- d) Penalty during CAMC period for the delay in resolving the complaint is as follows:
 - a. For automation equipment breakdown due to which fuel dispensing through automation is affected, Penalty @ #. 1000/- per hour per RO shall be levied, in case breakdown is not attended and complaint not closed within allowable free time.
 - b. For other automation equipment breakdown, Penalty @ #. 100/- per hour per RO shall be levied, in case breakdown is not attended and complaint not closed within allowable free time.
 - c. Penalty shall be levied from the start of equipment down time complaint logging, in case equipment is not repaired as per timeline given for repair of the same.
- e) Monthly penalty data from eRACTS for UPS will be shared with AVO on first week of every month by GVR.
- f) Based on the communication failure of various equipment, the RO Automation system shall generate
- g) equipment-wise downtime report on its own, which should also be replicated to IOCL Server for generation of downtime report from a central location (CMS).

h) This report shall be submitted along with quarterly CAMC invoices. For such downtime calculated report, exclusion of delays on account of IOCL deliverables, which shall be certified by concerned DO Engineer/Field Officer of the RO needs to be taken into account. Suitable penalty calculated as per the above will be deducted from the CAMC bills.

i) The Retail Automation System shall be able to log complaints automatically on IOCL
a. server/automation call centre.

j) Vendors must also have their own complaint tracking system. Vendors shall develop protocol to
a. access the IOCL server through web services, without additional cost to IOCL.

k) Allocation of service engineers and closure of complaint should be done through vendors# servers,
a. which in turn will close call in IOCL server.

l) For the purpose of calculation of downtime, all calls logged after 20:00 hrs, down time counting shall start from 08:00 hrs of next morning.

m) Complaint logging system to be stabilized within one month of commencement of 1st lot CAMC. The system will be used to evaluate the performance of the complaint logging system. During that period calculation of penalty shall not be done through system generated reports. However, penalty shall be levied for delay in attending to the complaints logged by dealer/field officer/DO/SO/HO in eRACTS as the case may be.

n) Similarly, Automation Control Centre shall be stabilized within one month of commencement of 1st lot CAMC. The Automation Control Centre consists of 20% of the CAMC charges i.e. if cost of CAMC and ACC is 100% then 80% shall be CAMC charges and 20% shall be ACC charges. In the event of non-operation of the ACC, 20% amount from the CAMC charges shall be deducted. Vendor shall submit the report on the resolution of complaints on daily and weekly basis to the respective DO/SO and monthly summary report on 1st day of the next month. Operation of ACC & complaint redressal for the complaint received by it from CMS server will be taken as ACC is functional. No deduction will be made from vendor on compliance of above condition.

o) Maximum deductible amount for any RO is restricted up to the base amount of CAMC charges (excluding taxes) payable for that particular quarter for the concerned RO. Such price adjustment applicable in-line with the above shall be done by the vendor in the Tax Invoice itself and only then the invoice is to be submitted to IOCL as per payment terms.

p) If the deduction amount against downtime, as mentioned above, equals quarterly CAMC amount for any RO in any two consecutive quarters during CAMC period, in such cases, in addition to deduction against CAMC amount, prevailing SDBG for CAMC for the call up order quantity shall be partially invoked. Encashment of SDBG will be done for the amount equal to CAMC SD amount for 7 years for the concerned RO. This amount will be forfeited and will not be returned to the vendor.

q) Notwithstanding anything contrary contained in the post work order Agreement, during CAMC, the Corporation shall always have the right to terminate this Agreement by giving to the Contractor 60 day#s written notice in this regard.

r) Upon such termination, the Company shall only be required to pay the Contractor a maximum amount, equivalent to the balance outstanding CAMC Price and/or return the BG deposited with IOCL, as proved by the Contractor to be due and payable by the Corporation to the Contractor after adjustment of any amounts that may be due by the Contractor to the Corporation.

s) For avoidance of doubt, it is clarified that in such circumstances, no other sum of money whatsoever shall be payable or paid by the Corporation to the Contractor and correspondingly the Contractor shall have no claim whatsoever against the Corporation. Moreover, in case of such delay in services as per the terms of the tender and/or non adherence to the terms and

conditions of CAMC and/or suspending, aborting the services within CAMC period, necessary actions as per the contractual provision as deemed fit shall be taken by IOCL including Holiday listing of the vendor.

- t) CAMC can be extended on completion of 2 years CAMC by the concerned State Office/Divisional Office at the rates mutually agreed between vendor and State Office/Divisional Office.
- u) To ensure best performance of the system as a whole & each individual equipment/Instrument in terms of performance parameters like accuracy, repeatability, reliability, sustenance of communication etc. & ensure Zero down time of any individual equipment/instrument or the system as a whole during project, commissioning, trial run, SAT, stabilization period & CAMC period, the onus of selecting Best quality of equipments out of recommended makes or any other make meeting minimum required technical specification, lies with the Vendor.
- v) Penalty will be levied in case the analytics vendor fails to provide timely "leads/alerts" and deviation get surfaces at a later date or comes to knowledge of IOCL/Govt./Statutory authorities is defined in clause no. 16.8.1. (Detail clause below)

Clause no. 16.8.1. In case timely data analytics is not provided (as per the scope of analytics) and deviation get surface at a later date or comes to knowledge of IOCL/Govt./Statutory authorities, the vendor will be responsible for the consequences. In first instance, in case deviation is not major that has wide consequences on the corporation brand image, payment for a quarter will not be paid. In the second instance of similar nature vendor has to pay to IOCL amount equivalent three quarters in the form of demand draft or electronic transfer within 15 days of intimation by IOCL in writing. However, in case deviation continue unabated the third instance will lead to automatic cancellation of Work Order/penal action including blacklist. IOCL at its own discretion can initiate penal action along with cancellation of work order even in first instance of deviation, keeping in view the nature of deviation or on recommendation of Govt./Statutory authorities.

5. Preventive Maintenance must be done twice in a year for all UPS under AMC with a gap of 5-6 months in between two preventive maintenance.

6. This CAMC covers cost of all spares need to repair in UPS system, specifically Power card, Control card, Inverter card, Transformer etc. there will not be any extra cost for replacement & repair.

7. SPD & battery is not cover; calls related to SPD & batteries will be attended (Included in CAMC).
If replacement is require then GVR will place PO for Batteries & SPD.

8. Payment terms # Monthly, Invoice will be submitted after end of month. Credit period will be 365 days from date of invoice.

10. TAX: 18 % GST Extra applicable OR any other government duties if applicable would be charged extra as applicable.

11. The contract can be terminated by giving 60 days# notice from both sides.

12. FORCE MAJFURE :- The term "FORCE MAJFURE" as employed in all communications shall mean declared wars or revolutions, civil wars, tidal waves, major floods, earthquakes, epidemics, quarantine restrictions and freight embargoes and transporters strikes affecting India as a whole only.

Special Condition - All CAMC conditions will be 100% complied & back to back to IOCL Tender ref. # HCC/Automm-02/PT-172/2017-18 & # HCC/Automm-02/PT-121/2016-17 and related pre-bid clarifications. Any deviation will not be acceptable.

General Terms and Conditions for Materials Supply

Each Supplier must read, understand and comply with the following conditions while supplying goods.

1. Supplier should submit all required reports as mentioned in purchase order along with each lot. And the boxes or packing which has the report to be test Identified separately. ORPAK is authorized to reject the part if any one of the reports found missing.
2. Supplier is expected to give containment actions to ORPAK within 24 hrs from the receipt of complaint either in the form of mail or oral information.
3. If Containment action initiated by ORPAK (sorting/rework) based on (supplier request or to support Production plan avoid line stoppage) cost incurred will be debited on supplier account.
4. Supplier is expected to communicate the contained lot information well in advance. Box /package of Contained lot to be identified with separate label/instruction and communicate to ORPAK on lot details prior to despatch.
5. Corrective/Preventive actions to be shared with ORPAK in the prescribed format within 7 working from the date of SCAR receipt.
6. If preventive actions are not received within 7 days as mentioned above all further lot from supplier above all further lot from supplier
7. If no communication received from supplier on disposition action for the rejection Qty/lot at ORPAK within 7 working days, ORPAK will send back the Rejection Qty and recover the cost.
8. If transportation under scope of suppliers, part quality issues which affects fit, functional due to (damage/rust/contamination/exposure to water/dust) due to transportation should be addressed by supplier as per the above point no.#3 and #5.
9. All CTQ parameters not meeting Process capability (Cpk -1.33) 100% inspection to be carried out with action plan to improve process capability.
10. For any new development ORPAK PFR (process feasibility report) to be completed by supplier and obtain approval from ORPAK prior to ISIR samples Production .
11. As part of ISIR sample submission i) Inspection report ii) material test certificate iii) If applicable reports as per specified engg standards as per drawing. iv) Process flow chart v) proto/prelaunch control plan.
12. Supplier should submit PPAP for ORPAK approval with Level 3 as per AIAG -4th edition manual during following conditions. PPAP lot to be identified separately And notified to with lot details prior to despatch. a. New part development b. Mass production to be started after obtaining approval from a ORPAK (Interim Approval/PSW sign off) c. Any modification or change in process.
13. Kindly ensure that the Original and DFT copy of invoices and Delivery Challan / Packing list are sent along with the consignment.
14. If any queries/clarifications on the above terms and conditions, pl feel free to contact ORPAK SQE/Sourcing/Planning team.



Contractor Environment, Health & Safety Clauses

Each Contractor Worker must read, understand and comply with the following rules.

Orpak System India Pvt.ltd, India Contractor Safety Policy

General Requirements

All contractor workers shall:

1. Sign in at the Security gate(Contractor entry gate) at the beginning of each shift and end of shift.
2. Not work at any time when their ability is or may be impaired as a result of the use of legal prescription drugs.
3. Not take part in fighting, horseplay or gambling, possess firearms or other weapons, possess or use alcohol or illegal or unauthorized drugs or smoke on Factory premises. Entire factory area is declared and designated as No smoking Zone.
4. Eat and drink only in permitted, designated areas.
5. Inspect all tools and equipment prior to use. Unsafe tools and equipment shall not be used.
6. Perform work in such a manner as to assure at all times maximum safety to self, fellow workers, ORPAK employees and the public and in accordance with All regulatory requirements.
7. Not attempt to perform work if they do not feel qualified or physically able.
8. Perform work according to proper EHS practices and procedures as posted, instructed and prescribed.
9. Obtain specific instructions and/or clarifications from their supervisor before proceeding with work in situations where an EHS requirement or procedure Is not completely understood.
10. Observe and adhere to all warning signs, signals, and notices.
11. Not be permitted to wear loose or flapping clothing or have rags or other objects extending from pockets or belts when in the immediate proximity of machinery, Motors, engines, or rotating equipment.
12. Not be permitted to wear watches, rings and ornaments while working
13. Mobile phone usage while working is strictly prohibited.
14. Not use site tools, moving equipment, or stock room supplies without prior approval from the site representative.
15. Never operate any machine or rotating equipment unless all guards and safety devices are in place and in proper operating condition.
16. Remain in the general area of their assigned work and not enter other areas, unless authorized by the site representative.
17. Be obliged with all Environmental, health and safety rules. Disciplinary action may include contract dismissal or work stoppage at cost to the contractor.



Conduct.

The following list is not all-inclusive, but includes acts and behavior which are prohibited and for which a contractor worker may be removed from the site:

1. Obscene or abusive language; racial, gender, or ethnic slurs; immoral or indecent conduct; sexual harassment.
2. Failure to follow specific instructions or specifications.
3. Deliberately damaging, defacing, or misusing site property or the property of others.
3. Deliberately damaging, defacing, or misusing site property or the property of others.
4. Removing site property from the premises, without appropriate property of others.
5. Illegally possessing, selling, distributing or manufacturing drugs on site property.

Barricades And Notice Of Work Activity

1. The contractor supervisor shall notify the site representative if barricades, signs or other notices of work activity are required. The contractor supervisor will be Responsible for erecting all barricades and notices necessary to safeguard both contractor workers and site employees during the conduct of the contractor's work.
2. Barricades, caution tape and/or notices, which identify the type(s) of hazard, are required around excavations, holes, or openings in floors, roofs, elevated platforms, around certain types of overhead work, and whenever necessary to warn people against falling or other hazards.
3. Areas in which entry is not permitted will be cordoned off with barricade tape and have signs stating #Danger - Do Not Enter# posted. No unauthorized person shall enter any area protected with caution or barricade tape.

Confined Space Entry

1. The contractor supervisor is responsible for completing confined space entry permit(s), if required and any associated paperwork. Contractors must obtain Confined space entry permit from ORPAK safety representative.
2. Contractors must be pre-qualified by the site and briefed on the hazards of the confined space prior to beginning work.
3. No one can enter a permit required confined space until a permit has been issued and posted.
4. Contractors will provide documentation that each contractor worker has received confined space entry training that meets all requirements of applicable legal Requirements.
6. Contractors must provide their own retrieval devices (tripods, harnesses, etc.) if performing rescue.

Fork lifts and Motorized Equipment

1. The contractor is responsible for mobile equipment operator training, examinations and other applicable requirements.
2. Only certified operators with valid certifications may operate fork lift and other motorized equipment.

Defective Equipment

Contractor workers shall inspect all tools and equipment prior to use. Any defective equipment shall be tagged with a yellow #Defective - Do Not Use# tag and removed from service until it has been repaired or discarded. repaired or discarded.

Demolition



All demolition work shall be conducted in such a sequence and manner in accordance with an engineering survey.

Emergency Response

1. The contractor shall ensure that all contractor workers are familiar with the site's evacuation procedures as described in the site's Emergency preparedness and Response Plan and know where to muster in an emergency.
2. In the event of an emergency and to the extent it is safe to do so, the contractor Supervisor will:
 - Follow emergency response procedures to notify all employees
 - Advise the appropriate person of the type and location of the emergency.
 - Report missing personnel and their presumed location to their site as possible.
3. Spills must be properly managed to prevent harm or degradation of the environment, access to storm water or sanitary sewer drains, And to ensure worker safety.
4. Evacuate the area if a spill involves hazardous, explosive, or flammable materials.
5. Secondary containment must be provided for all containers of liquid materials exceeding 10 lts.
6. Contractor supervisors are required to know who is on their job and be able to account for them after an evacuation.

Excavations

Prior to commencement of any excavation, the contractor shall notify the site. EHS representative or site representative.

Fire Protection

1. Fire extinguishers are located at designated locations throughout the site. Any discharged fire extinguisher must be given to the EHS representative With an explanation of the reason for discharge.
2. Contractor workers shall not obstruct in any way access to fire extinguishers, fire hose stations or other fire apparatus, emergency eye wash stations and showers, Spill response equipment or any safety related equipment.
3. Contractor workers shall know the location and correct operation of the nearest fire alarm (if applicable) and fire extinguisher and the location of designated fire Exits and shall not block access to those exits.
4. Contractor workers shall not refuel equipment while it is running or when hot.
5. Contractor workers shall keep combustible and flammable materials away from hot surfaces and ignition sources.
6. Contractor workers will store flammable materials in approved cabinets (supplied by the contractor).

Hazard Communication Program(HAZCOM)

1. Any hazardous materials brought on site must be accompanied by the associated MSDS. The MSDS must be provided to the site representative. All hazardous Material must be in an approved container, including all flammable substances. Hazardous materials are not to be left on site.
2. Containers used by the contractor shall be properly labeled as to the contents and physical/health hazards at all times
3. Each contractor must have a HAZCOM program that includes at minimum: complete MSDS on hand at the work site for each chemical used, chemical inventory, Adequate training for all personnel which covers physical and health hazards, proper handling techniques and personal protective equipment.



Hazardous Substance/Waste Management

1. Contractor workers shall properly handle all hazardous and toxic materials utilized in its work at the site.
2. Acetylene and compressed gas cylinders must be chained upright and on approved carriers when moved.
3. All contractors are responsible for the proper disposal of any debris generated by their work.
4. Contractor workers must not dump chemicals in any site drain, including storm drains.

Hot work

1. Hot work permits can be obtained from the EHS representative and are only valid for one shift. Each permit requires a fire watch during the activity and for 60 minutes after the work ends.
2. All exposed combustible materials below welding, cutting and burning areas must be moved to a safe location, covered with fire retardant material, or protected by containing all sparks and slag in an approved spark catcher.
3. At minimum, an appropriate fire extinguisher must be within 25 feet of any welding, burning, cutting or open flame.
4. The user must inspect all leads, grounds, clamps, hoses, gauges, torches, and cylinders prior to operation.
5. Adequate ventilation and/or respiratory protection must be provided when working on galvanized materials.

Contractor workers shall not perform hot work (welding, cutting, and burning operations) without obtaining a #Hot Work Permit#.

House keeping

1. Contractor workers must keep all walkways and work areas clear of obstructions, tripping hazards, and debris.
2. All oily rags must be disposed of in a container.
3. All cords, ropes or wires will be put out of the way of walkways to prevent a tripping hazard.
4. All work areas will be clear of debris and unnecessary chemicals at all times.

Electrical Safety

1. Contractors must never operate any equipment, turn switches, or operate valves. Contact a site employee for assistance.
2. Contractors must provide and use ground fault interrupters (GFI) for all extension cords and portable hand tools.
3. Contractor workers must provide their own LOTO locks if asked to do.

Personal Protective Equipment (PPE)

1. DGMS/ANSI or similar approved safety shoes must be worn by all contractors. No sneakers or dress shoes are allowed.
2. Throughout the site, all contractor workers and visitors shall properly wear approved safety Glasses with side shields, except in office areas. ORPAK will provide goggles if it is agreed in contract.
3. Approved full body harnesses and lanyards shall be properly used when working in areas with fall hazards.
4. Approved hearing protection shall be properly used in designated areas.
5. Respiratory protection will be properly used where administrative or engineering controls fail to reduce air contaminants to within OSHA or regulatory prescribed limits.
6. Contractors are responsible for ensuring their workers have the proper respiratory fit testing and training as applicable.
7. Other approved PPE such as face shields, protective clothing, gloves, etc shall be used by contractor workers where the risk of injury or illness may be prevented by use of the same.



Reporting EHS Incidents

1. Contractor workers are responsible for immediately reporting any near miss or EHS incident to their supervisor.
2. The contractor supervisor is responsible for reporting all EHS incidents (including any workrelated injury/illness or near accident)to the site representative as soon as They become known.
3. The contractor is responsible for providing its contractor workers with the required medical services.