

PURCHASE ORDER

HIMACHAL BASPA POWER CO. LTD
 KARCHAM WANGTOO H.E.P
 Sholtu Colony, P.O. Tapri
 District - Kinnaur
 PIN-172104
 -Himachal Pradesh (India)

Vendor Code	: 0010028210
Name	: CONNECTIVITY SOLUTION
Address	: NO.1877, 1ST FLOOR, 31ST CROSS,10TH MAIN, BSK 2ND BANGLORE-560070-Karnataka
PAN NO	: AAMPN5492P
Vendor GST No	: 29AAMPN5492P1ZL

P.O.No.:HBPCL/2017-18/0840000074
 P.O.Date:21.07.2017
 Type:ECAP/A/EIT/4601001007
 Buyer Name:Deepak Sirkeck
 Buyer Email:deepak.sirkeck@jsw.in
 PR.No/Date:4300000404/20.06.2017

Dear Sir/Madam,

We are pleased to place order against your Ref. Quote No. E-Mail Dated: 03.07.2017 & Subsequent Negotiation , as per below mentioned Price, terms & conditions.

ALL THE PRICES MENTIONED BELOW ARE IN INR								
SR. NO.	ITEM CODE DESCRIPTION LONG DESCRIPTION / SPECIFICATION	UOM	QTY.	Over. Del%	UNIT PRICE	TOTAL BASE VALUE	TOTAL VALUE	DELIVERY SCHEDULE (Date - Qty)
1	8100028990 CPU,CMPTR,NAS SERVER;3.5 GHz;18 TB;16 GB	EA	1.000	0.0	261,705.00	261705	308812	04.09.2017
CPU,COMPUTER,TYPE:NAS SERVER;PROCESSOR:INTEL XEON E3-1245v5;SPEED:3.5 GHz;HARD DISK CAPACITY:18 TB;MEMORY CAPACITY:16 GB;ACCESSORIES:ALL ACCESSORIES;MAKE:NETGEAR;MODEL:READYNAS 4312X								
Additional Specifications :NAS RR4312X								
D/T/C: IGST_ND @ 18 % - 47107.00 Pkg&Frwd Charges % - 0.00 Pkg&Frwd Charges Amt - 0.00 HSN Code: 84717090								
2	8100029000 DRIVE,DISK,HDD;6 TB;SATA;7.2K;NAS;WD	EA	4.000	0.0	18,370.00	73480	86706	04.09.2017
DRIVE,DISK,TYPE:HARD DISK DRIVE;DISK SIZE:6 TB;CONNECTION TYPE:SATA;COMPATIBILITY:7.2K;SPECIAL FEATURES:NAS;MAKE:WD;ADDITIONAL INFORMATION:6TB NAS HDD								
Additional Specifications :NAS HDD 24 TB (6X4) Make: WD								
D/T/C: IGST_ND @ 18 % - 13226.00 Pkg&Frwd Charges % - 0.00 Pkg&Frwd Charges Amt - 0.00 HSN Code: 84717020								
Total Duties/Taxes & Charges: IGST_ND @ 18% - 60333.00								
UOM Description : EA - each ,								
Total PO Basic Value : 335185		Total Taxes / Charges :60333.00			Total PO Value : 395518			
Total PO Value (In Figures):THREE HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED EIGHTEEN and ZERO Indian Rupee								
PRICE BASIS:EW2 Ex Work		Delivery Address: Main Store, Nitco Transport / Plot No 25, Sec 26 Transport Area Chandigarh - 160026 Chandigarh (India) 9316121337				Insurance Type : By Vendor Freight Type : Freight To Pay Ins policy No :		
PAYMENT TERMS:Payment in 30 days from GRN date.								

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Plant GST No.:02AADCH3821L1ZU,PAN:AADCH3821L, CIN:U40101HP2014PLC000681,
 COMMISSIONERATE:CHANDIGARH-1, RANGE:SHIMLA, DIVISION:SHIMLA

Corporate Office :JSW Centre, Bandra Kurla Complex, Bandra (East) Mumbai 400051

WARRANTY CLAUSE: 03 Years Warranty for HDD and 05 Years OEM for NAS

NOTE TO SUPPLIER:

1. Your Quotation Ref No: CS-SQ-BLR-2017-18-0093-R4

2. Remote Installation Support provided by you FOC

Thanking You

Yours sincerely,

For HIMACHAL BASPA POWER CO. LTD



AUTHORIZED SIGNATORY

STANDARD TERMS AND CONDITIONS

Packing & Forwarding:

Included in the prices, if not mentioned separately in order.

Value Added Tax/Service Tax:

You hereby are affirmed that all your rates and prices as contained in the supply are inclusive of all rates, duties levies and taxes as may be imposed by the Government of India / Government of Himachal Pradesh or any other appropriate Authority from time to time, unless otherwise as specified in this purchase orders.

Entry Tax:

Shall be borne by buyer

Statutory variation in taxes & duties:

Statutory variation in taxes & duties and/or imposition of any new tax/duty during the validity of the Order shall be to our account only In-case, if the break-up of taxes are mentioned in the Order.

Road Permit (Way Bill):

Necessary Way bill, if applicable shall be provided by us.

Price Escalation /De-escalation:

The negotiated prices, terms & conditions shall remain fixed, firm & binding till complete execution of the order.

Dispatch:

Material is in good packed condition to be consigned to the Manager (Stores).

Documents Required For Payment:

The following documents are required in original: 1. Delivery Challan and 2. Invoice. The stipulated payment shall be made only on receipt of these documents and on satisfactory receipt and acceptance of materials at site.

Submission of Invoice:

Your invoice (in duplicate) has to be addressed & submitted to the Manager (Stores) who will process your invoices for payment.

Responsibility of completeness:

(a) Any scope of services which has not been specifically mentioned above but required for the completion of this order shall be rendered free of cost, unless expressly excluded in this order.

(b) Any approval by us at any stage for any supply by you shall not relieve you of your obligations under this order.

Force Majeure:

1. Force Majeure means an event or circumstance or combination of events and circumstances beyond the reasonable control of the Party that wholly or partly prevents or unavoidably delays an affected Party in the performance of its obligations under this Order, which amongst other, include Act of God, Natural Calamity, war, etc.

2. If either Party is prevented from performing any of its obligations under this Order by such cases of Force Majeure, it shall give written notice to the other Party within 14 (fourteen) days of such occurrence to the events, describing the event and its effects supported by authentic evidences that are verifiable. The affected Party shall, having given notice, be wholly or partially excused performance of such obligation for so long as such Force Majeure prevents it from performing them. No Party shall have any claim/ compensation for the loss incurred due to the force majeure conditions.

3. The affected Party shall use all reasonable efforts to minimize any delay in its performance of the Order as a result of force Majeure Events.

4. The Party unable to perform this Order due to the effect of Force Majeure Events occurrence may, after consultation with the other Party, extend the duration of this Order by a period commensurate to the time actually lost due to the Force Majeure occurrence. The other Party shall not claim compensation for the loss thus incurred.

5. In case of an extension up to 90 (Ninety) days in the performance of this Order due to the effect of the Force Majeure occurrence, both Parties shall have friendly consultation on the performance of this Order or termination of the Order as provided in this Order.

6. Notwithstanding the foregoing, Force Majeure shall not apply to any delay, default or failure (direct or indirect) in procuring the components and /or the materials for the manufacture of the Equipment by the Supplier; and/or any delay, default or failure (direct or indirect) by the Supplier in any agreement entered into by it with any party including sub-contractor.

Termination of Contract / Right of Acceptance:

- 1) If the material is delivered beyond delivery time and is not as per quality parameters cited in quotation or discussed at the time of negotiation, we will have the right to reject the material or terminate / cancel the order without assigning any reason whatsoever.
- 2) In Case of reasonable doubt, the quality of the material shall be got tested in any reputed Third Party Laboratory at your cost.
- 3) We reserve the right to reject the material in case of detection of manufacturing defect at any stage of construction.
- (b) In the event of non adherence to the schedule and if deemed fit by the Engineer-in-Charge, we shall have right to offload the job and engage another supplier to complete the job at your risk & cost.

Arbitration:

- 1.1 It is expressly agreed by and between the Parties that:
- 1.2 any dispute arising out of or in connection with this Order including any question regarding the existence, interpretation, validity, frustration, notation, scope of the Order, performance of the Order, breach of Order, termination and consequences of termination of this Order shall be referred to and finally resolved by arbitration in accordance with the Rules of Indian Council of Arbitration (the "Rules") as amended and in force, from time to time;
- 1.3 This Order shall be exclusively governed by Indian law;
- 1.4 The dispute shall be decided by an Arbitral Tribunal consisting of three members, who shall be appointed in accordance with the Rules;
- 1.5 The costs, charges, fees and expenses of the arbitrator(s) shall be borne equally by the Parties to the arbitration, and save as aforesaid, the Parties shall bear its own legal and others costs;
- 1.6 The venue of such arbitration shall be in Mumbai only;
- 1.7 The courts at Mumbai alone shall have the exclusive jurisdiction to hear matters pertaining to the arbitration or any matter related thereto;
- 1.8 Arbitration proceedings shall be conducted in English language; and
- 1.9 Performance under the Order shall be continued during the arbitration proceedings unless otherwise directed by the Purchaser in writing or unless the matter is such that the performance cannot be possibly continued until the decision of arbitrator is obtained.

Acceptance of Order:

You are requested to confirm your unconditional acceptance of this order by signing the acceptance receipt attached with this order within 01 days of issuance of this order.

EHS requirement:**(a) M/C Guarding including back-guarding :(for all rotating equipment)**

1. Guarding to ensure non-contact of hand in moving parts of the machine from any position.
2. Exposed shaft drives to have fixed guarding
3. Mesh guards to be of finger proof.
4. All guards , which are not fixed, should be interlocked
5. Access to Rotary Air locks to be prevented by positive interlocks
6. Exhaust Fans to have guarding enclosure on either side.

(b) Electrical Safety in Panels :(for all electrical panels)

1. Padlock provision for doors
2. Shrouding at the rear side against Busbar live contacts
3. To comply with BS: 6423: 1983 & BS6626: 1985 standards on switch gear & Control Gear and IEE Wiring regulations BS 7671
4. Equipment to have current state-of -art safety features eg. Earthing, fuses,RCCBsetc
5. Equipment is labeled as per International colour& sign codes
6. No taped joints in the wiring. Use of adaptors is allowed
7. Use of MCBs in place of Switch fuse Units
8. Double Earthing Provision for all mechanical & electrical equipment

(c) Noise: (for all rotating equipment):Equipment should not emit noise 70 dB(A) from 1 mtr distance from the machine**(d) Asbestos:(for all packing , glands etc) :** Your products should not have traces of Asbestos in any form in the item**(e) Chlorofluorocarbons (CFCs) & Ozone Depleting Substances (ODS):**(for all oils, lubricants and equivalent type) Your products should not have traces of CFCs and its derivatives and ODSs in any form in the item.**(f) PolyChlorinatedBiphenyl (PCB):**(for all oils , lubricants and equivalent type) Your products should not have PCB in any form found in electrical transformers, capacitors, light ballasts)**(g) Imported Equipment / Machinery:** Equipment/ Machinery to have certification ` CE` (Certificate` the Europe)**(h) Packaging Materials:** 1. Total amounts of Hg,Pb,Cd and Cr6 in any packaging material does not exceed 100ppm and the packaging material

should not be bleached by a process involving chlorine.