

DOMESTIC PURCHASE ORDER

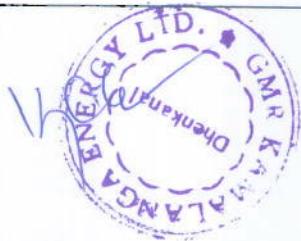
<p>Vendor Code : 133475 CONNECTIVITY IT SOLUTIONS PVT LTD 1ST FLOOR, 31ST CROSS 10TH MAIN, BANASHANKARI 2ND STAGE BANGALORE 560070 INDIA Tel No : 91-9844912700 Fax No : E-Mail : raghu@connectivitysolutions.in Reg. No : 29AAGCC1283L1ZC Reg. Type : Registered</p> <p>Kind Attention : Your Offer No : Offer Date :</p>	<p>Purchase Order No : 4500081792 Purchase Order Date : 06.05.2020 Amendment Number : Amendment Date : Amendment Reason : GST REG NO : 21AADCG0436E1ZD</p> <p>Contact Person : Tel : E-Mail :</p>
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We are pleased to place the following Purchase Order for supply of following items as per Terms & Conditions along with technical specifications mentioned below. All the terms, including price is on firm basis(Unless specified explicitly in the order).

SI No	Item Description & HSN/SAC Code	UOM	Quantity Ordered	Unit Rate INR	Amount INR
00010	NTWRK SWITCH, MM: WS-C3850- 24P-S, CISCO 8517 21680260061 ITEM DESCRIPTION: NETWORK SWITCH; MANUFACTURER MODEL: WS-C3850-24P-S, MANUFACTURER: CISCO; SERIES: CATALYST 3850 NTWRK SWITCH, MM: WS-C3850-24P-S, CISCO - 01 No. Cisco Catalyst 3850 4 x 1GE Network Module - 01 No. 3 years of Warrenty for SNTC 8X5XNBD Cisco Catalyst 3850 24 Port PoE IPBase.	NO	1.000	317,070.98	3,17,070.98

Price Detail

Integrated GST-ND	18.000 %	57,072.78
00020 NTWRK SWITCH, MM: WS-C3850- 48P-S, CISCO 8517 21680260062	1.000	614,637.24



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Sl No	Item Description & HSN/SAC Code	UOM	Quantity Ordered	Unit Rate INR	Amount INR
	ITEM DESCRIPTION: NETWORK SWITCH; MANUFACTURER MODEL: WS-C3850-48P-S, MANUFACTURER: CISCO; SERIES: CATALYST 3850 NTWRK SWITCH, MM: WS-C3850-48P-S, CISCO - 01 No. Cisco Catalyst 3850 4 x 1GE Network Module - 01 No. 3 years of warrenty for SNTC 24X7X4 Cisco Catalyst 3850 48 Port PoE IPBase.				

Price Detail

Integrated GST-ND		18.000 %	110,634.70
00030 NTWRK SWITCH, MM: WS-C2960X- 24PS-L, CISCO 8517 21680260065 ITEM DESCRIPTION: NETWORK SWITCH; MANUFACTURER MODEL: WS-C2960X-24PS-L, MANUFACTURER: CISCO; SERIES: CATALYST 2960 NTWRK SWITCH, MM: WS-C2960X-24PS- L, CISCO with 03 years of warrenty for SNTC 24X7X4 Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G	NO	1.000	119,202.60

Price Detail

Integrated GST-ND	18.000 %	21,456.47
	Total Base Amount	1,050,910.82
	Total Integrated GST-ND	189,163.95

Total Net Value Incl. Tax (INR) 12,40,074.77

Total Net Value Incl. Tax (INR) - Twelve lakh forty thousand seventy four and paise seventy seven only

** In case of Procurements where GST is payable on Reverse Charge Basis by Recipient, Net Value is excluding GST

Z103 30 days from the date of acceptance of Invoice

Terms and Conditions :

1 SCOPE OF WORK

Supplier shall Supply CISCO network switches with 03 years warrenty as described above and as per your Quote # CS-SQ-BLR-2020-21-00001-3 dated 23.04.2020 for 3X350MW GMR KAMALANGA ENERGY LTD Thermal Power Plant, ORISSA, India.



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Terms and Conditions :

Calibration and warranty certificate shall be submit along with materials.

2 PRICE BASIS

Total supply price is Rs.12,40,074.77/- (Twelve lakh forty thousand and seventy four rupees only) Inclusive of all Taxes, Duties, Freight, three years warranty and Packing & Forwarding Charges. Price shall remain firm & fixed during the supply period. No escalation in unit rates shall be allowed for whatsoever reason.

3 PACKING & FORWARDING

1. Material shall be suitable secured & packed in transport worthy packing to avoid any damage/loss/pilferage during transit. Any damage or loss during transit shall be to Supplier's account.

2. Packing, forwarding, Freight/transportation charges from Supplier's factory/Warehouse/Recognized Dealer's go down to destination shall be to Supplier's scope and included in the unit rates.

3. Supplier shall be solely responsible for safe transportation of material up to destination. Purchaser shall not in any way responsible for any damage, loss, pilferage and shortfall during transit for whatsoever reason.

4. In case of any loss, damage, shortfall during the transit for whatsoever reason, Supplier shall promptly and within reasonable time supply the material without any extra cost to the purchaser.

4 TAXES & DUTIES

Taxes shall be paid extra at the time of billing however PO price is indicated above is inclusive of GST @ 18%.

Tax shall be paid against submission of correct documentary evidences. Any statutory variation on account of taxes during execution of this Purchase Order shall be on account of Owner. Provided however, such variations are in respect of direct transactions between the Owner and Supplier and not in respect of any sub-Supplier or sub-Supplier of the Supplier.

5 INSURANCE

Transit insurance shall be in the scope of Supplier and should be placed/ availed well before the commencement of transit of Supplies. The insurance policy document should be furnished along with dispatch.

Supplier to be liable for any loss or damage of the consignment/cargo resulting during transit or transit related activity and it is the duty of the Supplier to supply defect/damage free material at the Site.

6 TERMS OF DELIVERY

Material to be delivered within 05 weeks from the date of PO placement.

Delivery mentioned above shall be the essence of the PO and no variation shall be permitted.

7 SHIPPING INSTRUCTIONS

(a) Complete delivery by 15.06.2020

(b) Please mention P.O reference number on shipping document.

(c) Please do not send any consignment in three-wheeler vehicles, this is not allowed into our plant premises.

(ALL LOADED VEHICLES COMING FOR DELIVERY AT OUR SITE SHOULD HAVE REQUIRED PAPERS LIKE VALID INSURANCE, VALID FITNESS CERTIFICATE, ROAD TAX & DRIVING LICENSE IN ORIGINAL)

(d) Consignment must be delivered to:

Manager- Central Stores

GMR Kamalanga Energy Ltd

Kamalanga, Dhenkanal (Odisha) Pin-759121 INDIA

Contact: 78944 71095/ 97775 80335 / 97775 80312

(e) Please ensure "gate entry" is done for the consignment at "GKEL-Material gate".

(f) Please ensure right kind of packaging & transportation to avoid reject



Z103 30 days from the date of acceptance of Invoice

Terms and Conditions :

8 TERMS OF PAYMENT

100% Payment shall pay with in 30 days from the date of supply and quality acceptance by user team.

9 WARRANTY/GUARANTEE

Warrenty 36 months from the date of supply and Supplier shall issue the Warranty/Guarantee certificate along with supply.

10 INSPECTION/MEASUREMENTS

Quality of goods should be as per standards & specification mentioned in PO and in your Quotation else liable for rejection. Inspection shall be performed up on receipt of material at our store. Any quality rejection should be replaced immediately at your cost with in 15 days.

11 ORDER ACCEPTANCE

Acceptance of this Purchase order and despatches effected expressly stipulates and includes acceptance of all terms and conditions enumerated in this Purchase order. Your scope of Work and obligations are limited to the terms set out in this Purchase Order. No amendments to this Purchase order shall be binding unless agreed to in writing for such amendment by both the parties. Please return to us a copy of this Purchase Order duly signed, as a token of your acceptance within 3 days of receipt of the same otherwise this PO shall be deemed as accepted by you.

12 NOTE

Governing laws, Jurisdiction, Dispute Resolution and Arbitration

1. Any dispute, controversy or claim ("Dispute") arising out of, relating to, or in connection with this ORDER, termination or validity hereof, shall initially be resolved by amicable negotiations among executives of the Parties and, if not resolved through such negotiations within 30 (thirty) days of written notice of the existence of such Dispute, referred to the sole arbitrator mutually decided by the Parties or failing which each Party can nominate its arbitrator and the two arbitrators can decide the presiding arbitrator. The dispute shall be decided by the arbitrators as per the provisions of the Arbitration & Conciliation Act, 1996 as amended time to time.

2. The seat of arbitration shall be New Delhi and the proceedings of the arbitration shall be conducted in the English language.

3. During the arbitration, the Parties shall continue to fulfill their respective obligations under this ORDER except for such obligations, which are the subject matter of the arbitration.

4. The arbitral award shall be in writing, stating the reasons for the award, and shall be final and binding on the Parties concerned. The award may include an award of costs, including reasonable attorneys' fees and disbursements.

13 OTHER CONDITIONS

Owner may at any time terminate this Purchase Order by giving to the Supplier a written notice. The said notice shall set forth the date of termination and the extent of the work to be performed by the Supplier prior to such termination. Upon receipt of such notice, the Supplier shall without any delay discontinue any further work under the Purchase Order except so as may be necessary to protect the work already completed or as may be requested by the Owner.



TAX AND DUTIES**Law clause**

##In the event of a change in the taxes & duties, post signing of contract, the supplier and GMR agree to renegotiate the contract price such that the net impact of the change in taxes & duties gets factored in the price. To this end, the incidence of any cost increase / benefit of cost reduction, on account of change in taxes & duties, shall be passed on to the buyer.

##Tax exclusive contract - the contract value is exclusive of all applicable Indirect taxes, levies, duties, cess and surcharges. Any Indirect tax (such as GST or any other tax) will be charged and recovered over and above the contract price.

##Tax inclusive contract - the contract value is inclusive of all applicable Indirect taxes, levies, duties, cess and surcharges (such as GST or any other tax as applicable on date of signing of contract).

Tax refund

If, on account of any change in the law post signing of contract, including the Goods and Services Tax (GST), any input tax credit / duty exemption which is directly allowed to the supplier or its vendors / sub-contractors and is converted to a refund to the supplier, the impact of such refund would be factored in the contract price.

It is expressly agreed between the parties that they would provide all documents, challans, data entry, returns, certificates etc. as may be reasonably required by the other party to support the claim for refund / input tax credit.

Retention Clause

The buyer has the right to retain payment to vendor (in part or in full) till such time that the seller has not satisfied the buyer with adequate documentary evidence establishing that the seller has complied with the requirements of GST and no credit, refund or other benefit would be denied to the buyer or due to non-furnishing or furnishing of incorrect or incomplete documents / return by the seller. On submission of satisfactory evidence, the payment (in part or in full as retained) would be released to the seller.

Penal clause

In case any input tax credit, refund or other benefit is denied or delayed to the buyer due to any non-compliance by the seller (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents / return by the seller, the seller would reimburse the buyer the loss to the buyer including, but not limited to, the tax loss, interest and penalty.

Transition and Spill Over

In the event of a change in the law post signing of contract, the supplier and GMR would discuss and agree upon a transition plan which would allow for optimization of the taxes applicable under the contract.

SUPPLIER CODE OF CONDUCT & BUSINESS ETHICS

GMR Group is committed to its Values & Beliefs and business practices to ensure that companies and Suppliers, who supply goods, materials or services, will also comply with these principles.

a.Bribery and Corruption

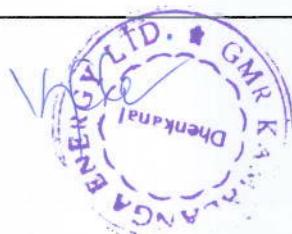
Suppliers are strictly prohibited from directly or indirectly (through intermediaries or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

b.Integrity, Indemnity & Limitation

Suppliers shall maintain high degree of integrity during the course of its dealings with business / contractual relationship with GMR Group. If it is discovered at any time that any business / contract was procured by playing fraud or misrepresentation or suppression of material facts, such contract shall be voidable at the sole option of the relevant entity of GMR Group. For avoidance of doubts, no rights shall accrue to the supplier in relation to such business / contract and GMR group or any entity thereof shall not have or incur any obligation in respect thereof. The supplier shall indemnify the GMR Group in respect of any loss or damage suffered by GMR Group on account of such fraud, misrepresentation or suppression of material facts.

c.Reporting Misconduct

Suppliers are required to report, any misconduct / violations / improper demands from GMR employees, to the Ombudsman person / agency appointed by GMR Group. If you have any complaints about compliance or ethics issues, while working for or



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with GMR or want to report illegal / unethical activities, you may address the same through any of the following mode:

1. Dialling a Toll Free Number, 1800-1020-467, operational from 7 AM to 11 PM IST on all working days of Operation by selecting an appropriate language option.
2. Sending FAX by choosing option 2 after dialing the above number.
3. Emailing to - gmr@ethicshelpline.in
4. Writing a postal mail to PO Box No 71, DLF Phase 1, Qutub Enclave, Gurgaon - 122002

No communication shall be encouraged to any other authority / external sources.

Checklist of Information to be mandatorily Provided on/along with Invoice by Vendor:

- 1) GMR Entity Name
- 2) Billing address
- 3) GMR Contact Person
- 4) Purchase Order No
- 5) Vendor E- Mail ID
- 6) PAN Card
- 7) Invoice No & Date
- 8) Vendor name and Address
- 9) Vendor GSTIN
- 10) Billing period wherever Applicable

For GMR Kamalanga Energy Limited

Authorized Signatory

