

Ashoka Buildcon Limited

PURCHASE ORDER

Supplier Name & Address : 500119227 ALLWIN INDUSTRIES , PLOT NO.6-7, SURVEY NO.251, , B/H DEVSON CERAMICS, JAIN STEEL ROAD, , SHAPAR(VERAVAL)-RAJKOT GUJARAT , RAJKOT . PAN No : AAMFA8157G GST No : 24AAMFA8157G1ZC Vendor : Registered Region : Gujarat	Order No. : 25010318 Order Date : 09.08.2024 Order Rev.No. : Order Rev.Date : Amendment Reason : Quotation No. : Quotation Date : Kind Attention : MR.Hitesh Dave Cell No (Vendor) : 9925199134 Contact Person (ABL) : Cell No (ABL) :	Bill to Address : Ashoka Buildcon Limited , WADALA,Nashik,Maharashtra , S.NO.861,ASHOKA HOUSE,ASHOKA MARG , NASHIK , 422011 . Ship to Address : Free Delivery At Nashik T-14 OR Nearby Store. CE Distribution project.
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Please supply the following items in accordance and subject to following terms and Condition.

#	Item Code	HSN / SAC	Description	Unit	Qty	Rate (In INR)	Amount
1	17004652	854460	CABLE 3X70+ 1X50+ 1X16 SQMM LT ABC Round Wire Embossing Required " MSEDCL Developed Under RDSS" IGST@ 18.000 % - 7844400.00	KM	200.000	217,900.000	43,580,000.00

Our Tax Details (Ashoka Buildcon Limited) GST TIN : 27AABCA9292J1ZA PAN NO : AABCA9292J CIN NO : L45200MH1993PLC071970 VAT TIN :	Pre Pricing IN: Integrated GST Post Pricing ROUND OFF(-)	43,580,000.00 0.00 7,844,400.00 0.00 0.00
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Rupees Five Crore Fourteen Lakh Twenty Four Thousand Four Hundred Rupees only.

Total Order Value:

51,424,400.00

PLEASE READ THE GENERAL TERMS AND CONDITIONS PRINTED OVERLEAF, WHICH ARE PART OF THIS PURCHASE ORDER.

- 1.Payment shall be released based on PO acceptance by return mail.
- 2.Supplier organisation shall revert with correction in price based on reduction in market rates.
- 3.It is mandatory to mention GST number in the invoice and challan.

Terms & Delivery: CIP-CIP to site**Payment Terms:** 100% PAYMENT WITHIN 45 DAYS FROM THE DATE OF GRN.**Order Valid Up To:** 30.09.2024**Quantity Tolerance:**The price as per P.O. will remain the same for a quantity variation for +/- 5% for total ordered Value.**Delivery Schedule:**Total Material To Be Delivered Up To 30th September 2024.
Delivery within 45 days from PO.**Warranty:**42 Months from the Date of dispatch or 36 Months from the Date of Commissioning/Utilization.**Guaranty:**1% Performance Bank Guarantee & 9% Corporate Guarantee on basic value will be submitted by the supplier within 7 (seven) days from the issue of detailed PO, in favour of ABL Validity of the PBG & CG shall be for the period of 42 (Forty Two) months from the date of receipt of the material at the consignee's stores centre or 36 (Thirty Six) months from the date of commissioning or as per the requirement of the MSEDCL RDSS Project/ABL customer/ end user for which the product/item/material is intended, whichever is later. The payment will not be released unless the 1% PBG & 9% CG is submitted as stated above.**Material Acceptance:**By Store Dept.**Others:**

Material to be manufacture only after writtten confirmation from ABL.

- 1.Terms of Delivery : FOR To Our Site
- 2.Delivery Schedule :- As per ABL Instruction.
- 3.Delivery Address : We will inform at the time of dispatch.
- 4.If the material is not delivered to us as per Purchase Order, we shall procure the same from market and price difference/ Liquidated damages shall be recovered from you.

"This is a System approved Order and signature is not required"

For Ashoka Buildcon Limited

Prepared by : Reviewed by : Authorized Signatory

Received & Accepted by Supplier Date :

Regd. Office: S. No. 861, Ashoka House, Ashoka Marg, Vadala, Nashik - 422 011

Corp. Office: Ashoka House, Ashoka Marg, Nashik - 422011, Maharashtra, India, Tel: 0253-6633705 Fax:0253-2236704

Website: www.ashokabuildcon.com

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5.Liquidity Damages: If the Supplier fails to meet the specified delivery schedule of the material due to any reason, Supplier shall be liable to pay to ABL liquidity damage @ One percent (1%) of the contract price for each week of delay or part of it. The amount of liquidity damages for the contract shall be limited to a maximum of Ten percent (10 %) of the total order.

6.Weight Tolerance + /-0.5% where ever if applicable between receipt & challan Qty.

7.Price Base:-The prices are variable considering IEEEMA indices with base date November 2022.
Bill Discountong through M1 Exchange , Interest to Suppliers Scope.

8.Acceptance of Order: Purchase order acceptance is mandatory along with seal and sign on each page of purchase order and any annexure attached to purchase order. And if acceptance is not received, payment will not be release.

9.If it is found that materials are not ready in required quantities, all expenditures incurred on deployment of various inspecting officials along with a fine of Rs 50000/- shall be recovered from the bills of the supplier along with any inspection charges of client on back to back basis.

10.Packing Instruction : You have to ensure that material is securely packed and fully protected from any loss/damage/pilferage during transit. Any such loss, arising out of inadequate packing, shall be borne by you.

11.Pre-dispatch Inspection: material will be inspected by MSEDCL-RDSS and / if require our Technical team and/ or by 3rd party inspecting agency nominated by MSEDCL-RDSS at your premise before dispatch of the material. The expenses towards the same will be in suppliers account.

12.Material Acceptance : After receipt of material, inspection will be carried out for quality / quantity at our warehouse / project site, by our technical Team /Store and /or 3rd Party Inspecting Agency nominated by ABL. Quality of material should be As per IS specified in offer

13. ABL reserves the right by selecting material samples from store or site and give to any NABL accredited Lab for testing or in house testing of material.

14. If the sample materials fail in testing at site/store, the same shall be replaced with the new material by considering COPQ (Cost of Poor Quality) with cost of erection and transportation of material. One more sample would be selected from the same batch for testing. If the material fails the test again, then the whole lot shall be replaced by the supplier as its own risk and cost.

15. Implication for not meeting quality requirement by Supplier: In case of material failures in testing at site penalty imposed to supplier as per employer contract.

16. Category (Clause No GCC 23) # A (Pre-Dispatch Inspection & Testing at NABL accredited Labs):

a)This category shall include high ticket materials (Power Transformers, Distribution Trans-formers, Circuit Breakers, AB/XLPE Cables, Overhead Conductor (AAAC/ACSR), Insulator which involves more and important testing procedures and hence the inspection of these materials will be carried out in the factory before the dispatch of the material.

b)In addition, Employer/MSEDCL shall also ensure that for major materials as discussed above, samples from 1st lot and one other lot randomly selected by the Employer/MSEDCL shall be directly sent to NABL accredited test labs for third party testing. It is also to be noted that material clearance of the lots under testing shall only be given post receipt of successful test results. ABL shall also mandatorily depute its authorized official for pre # dispatch inspection at manufacturing facility along with the Employer/MSEDCL officials. The inspection and testing report would be jointly signed by the Employer/MSEDCL and the ABL.

17.Category # B (On-site inspection): This category includes the materials for which a factory inspection is not warranted and the material can be inspected upon arrival at the site before the installation. In case the Employer/MSEDCL is apprehensive about the quality of the material supplied it reserves the right to send the selected lot to the NABL accredited testing lab for third party testing.

18. Employer/MSEDCL also reserves the right to send any installed equipment / materials to the NABL accredited testing lab for testing

19. The material which has to be tested at laboratory shall be sealed in the presence of authorized official of Employer and Contractor.

20. If the materials tested at Laboratory fails then the entire lot would be rejected. Supplier shall bear the responsibility of lifting back such failed materials from site. Any subsequent delay in contract performance due to failure of materials in the test laboratory would be on account of supplier and if no time extension would be provided by the Employer/MSEDCL in this regard. Any LD levies in this regard would be passed on to supplier back to back.

21.Pre-dispatch Inspection:

Pre-dispatch inspection shall be performed on various materials at manufacturer's work place for which supplier shall be required to raise requisition giving at least 10-day time to employer for allocating inspection team. Depending on requirement, inspection shall be witnessed by representatives of Employer/MSEDCL, TPIA and ABL.

"This is a System approved Order and signature is not required"

For Ashoka Buildcon Limited

Prepared by :

Reviewed by :

Authorized Signatory

Received & Accepted by Supplier

Date :

Regd. Office: S. No. 861, Ashoka House, Ashoka Marg, Vadala, Nashik - 422 011

Corp. Office: Ashoka House, Ashoka Marg, Nashik - 422011, Maharashtra, India, Tel: 0253-6633705 Fax:0253-2236704

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The supplier shall ensure receipt of material at site within 21 days from date of receipt of dispatch instructions. In case materials are not received within 21 days from date of issue of dispatch instruction, the dispatch instruction shall stand cancelled and a fresh pre -dispatch would be required to issue dispatch instruction. All expenditure incurred by MSEDCL in performance of dispatch instruction shall be recovered from Supplier.

The supplier shall ensure that pre-dispatch inspection for materials is intimated only when the material is completely ready for inspection. On due date of inspection, if it is found that materials are not ready in required quantities or the inspection could not be carried out due to non-availability of requisite calibrated certificate of instruments with manufacturer, closing of works on scheduled date of inspection, non-availability of sufficient testing/material handling staff at manufacturer works etc., all expenditures incurred on deployment of various inspecting officials along with a fine of Rs 50,000/- inclusive of GST shall be recovered from the bills of the agency and re-inspection shall be carried out on expense of supplier.

2nd such situation at same manufacturer/supplier shall result in rejection of name of manufacturer from list of approved vendors/sub-vendors. In case sub-standard materials (old component, re-cycled materials, re-used core material, re-used transformer coil material etc.) offered for inspection and are noticed during the inspection, materials shall be rejected, and approval of sub-vendor shall also be cancelled for all RDSS projects.

In case, a material fails the pre-dispatch inspection as per GCC Clause 23, and also fails the subsequent repeat inspection of the rectified/replaced material, the complete lot of material under inspection will be required to be replaced by the manufacturer/supplier. If in subsequent inspection of the new lot, the material again fails the inspection, then materials shall be rejected and approval of vendor/sub-vendor shall also be cancelled for all RDSS projects.

Third Party Inspection at NABL accredited lab: Employer/MSEDCL shall also ensure that for major materials as discussed above samples from 1st lot and one other lot randomly selected by the Employer shall be directly sent to nearest NABL accredited lab for third party testing. In case a material fails in the test, the whole offered lot would be rejected and complete lot of material under inspection will be required to be replaced by the manufacturer/supplier. If in subsequent inspection of the new lot, the material again fails the inspection, then materials shall be rejected and the vendor/sub-vendor shall also be debarred for all RDSS projects. In such cases the below mentioned penalty in GCC-23 will be imposed on supplier back to back

- a.Material/lot rejected in a project/district more than 1 time, then imposed on contract price # 1%.
- b.Material/lot rejected in a project/district more than 3 times, then imposed on contract price # 2.5%.
- c.Material/lot rejected in a project/district more than 5 times, then imposed on contract price # 5%.

Note: Contract price is the price awarded by the client and will be informed with support documents if required only and the same will be applicable for above clauses.

22.Penalty provision for defects found in Field inspection:

There are three categories of defects found in field inspection they are critical, major and minor defects. There should be a provision to impose penalty on Contractor based on the percentage of major/critical defects observed by TPQMA

- a.Critical Defects - Penalty imposed on sanctioned cost 1%.
- b.Major Defects - Penalty imposed on sanctioned cost 0.5%
- c.Minor Defects - Penalty imposed on sanctioned cost 0% if rectified within 30 days.

24.Transit Insurance: Transit Insurance will be taken care by you in case of FOR Delivery.

25.Rejection: Rejected material will be Replaced by you free of cost within 7 days.

26.Our Purchase Order Number must be mentioned on all your documents viz. Invoice, Delivery Challan, Lorry Re-ceipt etc, and in all your communications with us.

27.You will submit your Invoice and Challan (In triplicate) along with the supply of material.

28.You must ensure and guarantee that all the products supplied under this Purchase Order are strictly as per MSEDCL-RDSS project and / or our Specifications / Drawings and approved samples , if any. We reserve the right to make changes in our Specification / Drawings or work covered under this Purchase Order at any point of time. In such an event, price shall be equitably adjusted for any increase or decrease in Production cost.

29.Any Product manufactured by you based on Blue Prints / Drawing /Designs / Manufacturing Data , Specifications or information#s provided by us/ our client , pertaining to the ordered product, shall not be utilized by you or any one on your behalf for the purpose of sale, manufacturing or for any other purpose, save as herein for to or by any third party.

30.The material supplied by you shall be subject to Inspection by MSEDCL-RDSS and / or our Team and /or Third Party Inspecting Agency. Rejected material, if any, shall be replaced by you Free of Cost within 7 days. Material found defective after commissioning but within Warranty period shall also be replaced by you within 7 days. Warranty Period of such replaced material shall be reckoned from the date of its replacement.

"This is a System approved Order and signature is not required"		For Ashoka Buildcon Limited
Prepared by :	Reviewed by :	Authorized Signatory
Received & Accepted by Supplier		Date :
Regd. Office: S. No. 861, Ashoka House, Ashoka Marg, Vadala, Nashik - 422 011 Corp. Office: Ashoka House, Ashoka Marg, Nashik - 422011, Maharashtra, India, Tel: 0253-6633705 Fax:0253-2236704 Website: www.ashokabuildcon.com		
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31. Any Payment made against this order shall not construe the acceptance of Material thereof.

32. We shall notify you the details of rejected material. We can keep such rejected material with us maximum for 15 days at your risk and cost. You will collect the rejected material within 15 days from our project site / warehouse. In case the material is not collected within 15 days, we shall be at liberty to dispose it of in a manner as deemed fit and remit the proceed to you, if any, after deducting the disposal cost including rent.

33. Rescinding / adding to any term and condition of the order, subsequent to issue of Purchase Order, will be with mutual consent only. An amendment to the Purchase Order will be issued for such changes, if any.

34. Adding / altering / deleting any product, subsequent to issue of Purchase Order, will be with mutual consent. An amendment to the Purchase Order will be issued for such changes, if any.

35. In the event of any breach of terms and conditions of this Purchase Order, you will have to compensate us in such a manner as reasonably determined by us.

36. Timely delivery of the material is essence of this order. You will arrange to deliver the material as per delivery schedule stipulated in the order.

37. If the supplies are not made in accordance with our Purchase Order whether in terms of Specification / Quality / Quantity / delay in supply, we reserve the right to reject the material and cancel the Purchase Order in part or full. We will arrange to send back the rejected material to you entirely at your Risk and Cost. In such an event freight paid by us, if any, will be reimbursed by you to us.

38. Demurrage / wharf-age charges arising out due to delay in submission of Railway Receipt or any other required documents will be paid by you only.

39. Any deviation from the Terms and Conditions of Purchase Order may delay in payment of your Bills.

40. Any dispute arising in respect of the Order shall be subject to jurisdiction of Nashik and shall be decided by a competent Court at Nashik.

41. Immediately after dispatch, you are required to submit documents, within 3 days of delivery of material, as mentioned hereunder to our Nashik Office.

1. Delivery Challan.
2. Tax Invoice.
3. Packing list.
4. Lorry Receipt Copy.
5. Weight Slip (if applicable)
6. E-way Bill
7. Test Certificates.
8. Inspection Report
9. Guarantee Certificate for each equipment.
10. Approved GTP & Drawings
11. Installation Manual

42. Following Documents to be submitted as & when required by Ashoka Buildcon Ltd.:

a) Ledger account statement. b) GST Return Copies & Challans for last year to till date. c) CA Certificate from Vat Tax Auditor regarding the payment made to department & returned filed.

43. Invoice must have below details failing which Ashoka reserves the right to not process the payment.

- A) Correct HSN/SAC code
- B) GST
- C) Tax details
- D) Correct description corresponding to HSN/SAC Codes
- E) ABL purchase order No.

44. Filing of outward statement in GST TN portal must be done as per the GST rules. Failing to do so, ABL reserves the rights to deduct from the next/current transaction the loss to the extent of tax credit. Failing to upload continuously for 3 or more transactions may lead to termination of contract.

45. Payment of taxes to be done as per the GST rules & failing to do so, ABL reserves the rights to deduct from the next/current transaction the loss to the extent of tax credit. Failing to pay tax continuously for 3 or more transactions may lead to termination of contract.

46. Standard GST invoice format to be followed.

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47. Quality or features of the product/ material are of the essence to meet the requirement of MSEDCL-RDSS Project tender technical specification/ customer of ABL to fulfill the intended purpose and it shall conform to the relevant Indian/IEC standards, as applicable.

48.Confirming to relevant IS Standard & as per MSEDCL-RDSS Tender Technical Specification.

49. You shall make all arrangements for Inspection & approval from MSEDCL-RDSS at your cost.

Please send acknowledgement & acceptance with your sign & seal on each page of this P.O

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General Terms & Conditions:

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