

# ISO 9001:2015 ISO 14001:2015 ISO 45001:2018 TÜVRheinland CERTIFIED WWW.tux.com ID 9109839642

### JAKSON LIMITED

4TH FLOOR, FOF A 09, ART GUILD HOUSE, PHOENIX MARKET CITY, KAMANI JUNCTION, LBS MARG, KURLA W

Mumbai Suburban,-400070, MAHARASHTRA

CIN : U74899DL1997PLC088808, PAN : AAACJ5347C, GSTN No : 27AAACJ5347C1ZT

Head Office: A-43, Phase II Extension, Opp. NSEZ, NOIDA- 201305, Ph.:0120-4302600, Fax: 120-4302646

Vendor Code 10008631 ALLWIN INDUSTRIES

PLOT NO. 6&7, Captain Gate, shapar (veraval)

GUJARAT-360024 India

GSTIN-24AAMFA8157G1ZC Phone:-96876 99033

Email:-samarth@allcabcable.com

Kind Attn :

To:

PAN : AAMFA8157G

IFSC: KKBK0002797 Account No.: 8747489485

Order No : ZNB-6000016985 Date : 08.11.2024

Date : 08.11.202 Quotation No.:

Quotation :
Segment : EPC
Old PO No. :

All Invoice copies and supporting documents needs to

Rate(Rs) Delivery

Amount

be mailed to Partnerhelpdesk@jakson.com

Bill To: - Ship To: JAKSON LIMITED AS PER DI

HSN Code

4TH FLOOR, FOF A 09, ART GUILD HOUSE, PHOENIX MARKET CITY, KAMANI JUNCTION, LBS MARG, KURLA W Mumbai Suburban, -400070, MAHARASHTRA, GSTN

No-27AAACJ5347C1ZT

S No Description

-MAHARASHTRA, GSTN No-27AAACJ5347C1ZT

Sir,

Please supply the following item subject to terms and conditions mentioned below. Also mention above Purchase Order No. in your Challan / Bill / Invoice Document and submit document in duplicate for each supply giving full details.

Tracking Quantity UOM

			No				on Before	Rupees
1 .	21008759 CABLE- XLPE ALLUMINIUM 70 SQMM 1 CORE 1.	854419	N/A	14,756.000	M	96.38	15.12.2024	1,422,183.2
	CABLE- XLPE ALLUMINIUM	70 SQMM 1 CORE	1.1 KV N/A	N/A N/A				
	WBS : EP12/MSMC/01/CA	\/XL						
						IN: Integrated GST	18.00 %	255,992.99
	LT XLPE 1CX70 Sq MM Armoured Cable as per Approved GTP & TS of MSEDCL							
2 .	21011768 CABLE- N/A ALLUMINIUM 120SQMM N/A 1100 V		N/A	6,076.000	M	143.96	15.12.2024	874,700.96
	CABLE- N/A ALLUMINIUM 3 WBS : EP12/MSMC/01/CA	=	00 V ARMOURE	D N/A N/A				
						IN: Integrated GST	18.00 %	157,446.17
	LT XLPE 1CX120 Sq MM Armoured Cable as per Approved GTP & TS of MSEDCL							
3.	21022240 ARM Copper control cable 19C X 2.5 Sq mm	8504	N/A	645.000	М	501.11	15.12.2024	323,215.95
	ARM Copper control cabo WBS : EP12/MSMC/01/OT		ı mm					
						IN: Integrated GST	18.00 %	58,178.87
	Armoured Copper control cable 19C X 2.5 Sq mm As per approved GTP and TS of MSEDCL							
4 .	21022247 16mm 2Single xC multistrand CU ARM cable	85041090	N/A	420.000	M	159.74	15.12.2024	67,090.80
	16mm 2Single xC multist WBS : EP12/MSMC/01/CA		able					
	,,	•				IN: Integrated GST	18.00 %	12,076.34
	16 sqmm Single core multistrand copper Armored cable As per Approved GTP and TS of MSEDCL							

Prepared By : Avanish Dubey / 08.11.2024 Recieved & Accepted By :

Approved By :

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Total taxable amount 2,687,190.99 IN: Integrated GST

Total Amount 3,170,885.36

Rupees Thirty One Lakh Seventy Thousand Eight Hundred Eighty Five Thirty Six Paise Only

Grand Total

3,170,885.36

483,694.37

Terms & Conditions

Project Customer : RDSS Manchar

: 1.Engraving/Embossing of "DEVELOPED UNDER RDSS" to be done on Cable. Long text

Payment Terms(SAP) : 100% Payment within 180 Days through VBD

: 100% payment thru 180 days vendor Bill discounting from the date of receipt of Terms of Payment

material at site, Usance Interest in Jakson Scope.

(against submission of Original BOE & Documents to our Noida HO).

Incoterms : FOR ( Free on road )

Price Basis : FOR SITE, Freight and Insurance Inclusive upto Manchar, Pune

> Prices are Variable basis with IEEMA Base date Feb'23 Formual of IEEMA for contol cable is given below.

"P = Po +CuF(CU-Cuo)+CCFCu(PVCc-PVCco)+FeF(Fe-Feo)

P = Po +CuF(CU-Cuo)+CCFCu(PVCc-PVCco)+FeF(Fe-Feo)+AIF(AL-Alo)"

Formual of IEEMA for Power cable is given below.

P = Po + Alf (AL # Alo) + XLFAL (CC-Cco) + CCFAl (PVCC # PVCco) +

FeF (Fe # Feo)

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Registered office: - 626, SIXTH FLOOR, TOWER - A DLF TOWER, JASOLA, NEW DELHI-110025 Phone: 011-65457617

Req.No/Location/Indenter:2000012055/00019787 / Avanish Dubey

Page 2 of 14 DP102485 / 12.11.2024 / 17:15:13



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Special Instruction : Note :-

1.All other terms and conditions shall remain the same as per JAKSON's PO STC.

2. This PO is valid subjected to customer approval of submitted GTP/drawings/ documents/TTR of the supplies.

3. Unit Rate shall be applicable for agreed quantity/ as per order conformation, but PO will be released as per the project current requirement / delivery schedule.

- 4. The material must strictly adhere to the technical specifications and other documents shared with the RFQ / Order confirmation. Only quality material accompanied by type test reports from ERDA/CPRI/CTL will be accepted at the site. The Supplier will submit the ERDA/CPRI/CTL Type Test reports within 10 days from the date of this Order Confirmation.
- 5.Production/ Manufacturing of the material will commence after the approval of GTP Drawings & MANUFACTURING CLEARANCE, which will be released by M/s JAKSON LTD in a formal written manner.
- 6. Inspection Penalty Clause: If the supplier failed to offer material during the intimated readiness / inspection date. Inspection penalty will be applicable as back to back (approx. 1 lac per nomination/ back to back basis) same will be recover / debit from Supplier Invoices without any further intimation.
- $7.\ DI$  Expiry/Penalty: As per Order "Ensure receipt of Material at site within 17 days from Dispatch Instruction (DI) if not then DI shall stand cancelled and fresh pre-dispatch would be required to issue Dispatch Instruction. Further All expenditure incurred by Employer/Client in performance of Dispatch instruction or 50,000 INR inclusive of GST whichever is higher shall be recovered against it." Re-inspection shall be carried out on expense of Supplier.
- 8. JAKSON/Customer/PMC/Third Party appointed by client will Randomly select the sample in each & every lot and sent it to any authorized LAB for testing. If any penalty on failure applicable as per enclosed QAP, that shall be on back to back
- 9. In case of any sampling failure during the operation/Random Sampling from respective project site, penalties and LD will be imposed on the Supplier on a Back-to-Back Basis.

10.Quoted price are valid till execution period of PO/BOQ quantities with +/- 50%

variation.

SPECIAL TERMS & CONDITIONS OF PURCHASE ORDER / CONTRACT

: Within 15 days of manufacturing clearance

: At Our Ship to Address Mode of Dispatch : By Road

Warranties : 42 Months from date of Dispatch of Material OR 36 Months from date of commissioning

of Material whichever is earlier.

: 3% PBG for 36 months from dispatch

: 0.5% per week to maximum upto 5% on the undelivered portion. Liquidated damage

Road Permit No Deadlines

CONTRACT: This purchase order shall constitute legally binding contract between Jakson Limited (Buyer) and M/s (Supplier) on whom the order is placed immediately upon its acceptance by the Supplier.

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Approved By :

Delivery

Guarantee

Place of Delivery

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Email:-samarth@allcabcable.com

Kind Attn :

PAN : AAMFA8157G

IFSC: KKBK0002797

Account No.: 8747489485

: ZNB-6000016985 Order No.

: 08.11.2024

Quotation No.: Quotation Segment : EPC

Old PO No.

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- ACCEPTANCE: Acceptance of the purchase order shall be given by the Supplier in writing within 3 days of receipt of this purchase order failing which the Supplier will be deemed to have accepted the purchase order at the stated terms and conditions.
- PRICE / RATE: The prices/ rates are FIRM and without any escalation, for any reason what so ever. The rates mentioned in Purchase Order shall remain valid till the satisfactory completion of agreed scope of Supply.
- 4. COMING INTO FORCE: This purchase order/contract comes into force upon its acceptance by the Supplier or from the 4th day of its release (i.e. communication to Supplier by the Buyer) of this Purchase Order, as per clause 2 above.
- DELIVERY TIME: Timely Delivery and adherence to agreed delivery schedule is the essence of this contract and shall be strictly adhered to by the Supplier. The Buyer shall be entitled to rescind the contract wholly or in part if delivery of the goods is not made in accordance with the terms of the contract without taking any formal step such as termination / demand notice, etc. In the event of the Supplier's failure to deliver the goods in time, the Buyer shall at their discretion be entitled either:
- a) To purchase goods from other sources on the risk and cost of Supplier, in which case, the Supplier shall be liable to pay without any demur, protest, to Buyer the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this Purchase order, or
  b) To hold the Supplier liable to pay the Buyer damages for non-delivery/delay in delivery of goods
- on the basis of the difference between the market rate and the contract rate.
- In the event of non-delivery within the stipulated time, the Buyer at their sole discretion may accept late delivery on the Supplier agreeing to pay the Buyer such amount by way of Liquidated damages and not as penalty as may be imposed by the Buyer. Supplier shall be liable for liquidated damages. As per the PO Terms & Condition Clause mentioned above.

The Supplier recognizes that the expense and inconvenience which is likely to be incurred from any need to prove the loss and damage that may be suffered by Jakson in the event of failure by Supplier to complete the delivery in accordance with the schedules and the program indicated in this purchase order. The Supplier also acknowledges that the Liquidated Damages are genuine pre-estimates of and are reasonable compensation for the loss and damage that will be suffered by Buyer in the event of any delay, non-delivery, failure on the part of Supplier and the Supplier irrevocably undertakes that it will not, whether by legal proceedings or otherwise, contend/contest that the amount/quantum of Liquidated Damages are not reasonable nor will it put Buyer to proof thereof, further shall not contend/contest that its agreement to such sum and undertaking as aforesaid were arrived at by force, duress, coercion, mistake or misrepresentation on the part of Buyer or in any way attempt to defeat the purpose, commitment, understanding under this provision. The Liquidated Damage shall not be construed as penalty. If the payment of Liquidated Damages is held to be unenforceable for any reason whatsoever, Supplier shall be liable to pay to Buyer actual losses and costs caused or to the extent contributed to by such failure, delay, non-delivery for which Supplier is responsible, the decision of Buyer shall be final and binding in this regards.

c) In case it is observed that due to delays attributable to the supplier for awarded work are also getting delayed and as a consequence thereof the total project undertaken by Jakson is also having cascading impact, at its option, may get the balance supply done through another source at the cost and risk of the supplier. Without prejudice to the above, the Buyer shall have the unconditional right to recover, claim from the Supplier, the entire amount of liquidated damages, delay penalty, levied/imposed by the Project Customer/ End Client for the Project.

d) Delivery Schedule: As per the PO Terms & Condition Clause mentioned above.

PACKING / FORWARDING: "Goods supplied against this contract/ purchase order shall be in accordance with customer packing requirement. The details of which are mentioned in Appendix (Packaging Specification). No separate charges, cost, expenses shall be due or paid for packing unless specifically agreed with by the Buyer in writing. Prices are inclusive of packing & forwarding as per CIP place of destination in line with INCOTERMS. The prices are inclusive of

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freight and transit insurance up to Consignee."

- Proper packing to be ensured
- Lashing to be done properly while loading
- Material to be tied properly to ensure no damage or fall during transit
- Photos of lashing, loading to be shared before vehicle leaves the Supplier/vendor factory/premise.
- Vehicle to be engaged from authorized transporter and driver shall be well trained and carrying valid license(s) and permits.
- Vehicles to be properly tracked until it reaches final destination. (for all DAP / FOR Orders)
- Any transit damage incurred will be the sole responsibility of supplier and shall be at the risk and cost of supplier. Any delay in the overall project due to transit damage shall be attributable to supplier and shall attract liquidated damages in accordance with Clause No.5 above.
- FREIGHT & TRANSIT INSURANCE: As per the PO Terms & Condition Clause mentioned above.
- 8. Defect Liability Period (DLP) and / or Warrantee and / or GUARANTEE: All material shall be guaranteed/warranted/DLP for satisfactory performance in line with requirement of Buyer and Project Customer/ End Client on back to back basis for a period (As per the PO Terms & Condition Clause mentioned above). Any part found defective during this period, as a consequence of defective design, material, manufacturing or workmanship should be repaired/replaced, free of cost, by Supplier. In case Supplier fails to carry out repairs/replacement, Buyer shall carry out the same at Supplier risks & cost. The repaired/replaced part shall be replaced free of cost at Project site. The acceptance of the material at site does not relieve the Supplier/vendor of his obligation under this clause. The Latent defect liability period of equipment supplier under this contract/purchase order shall be as per End Customer requirement on back to back basis or 10 years from date of expiry of DLP whichever is later.
- Requirement of Long Term Spares: "The Supplier shall also guarantee and assure the long term availability of spares to the Buyer/ End Customer for minimum 10 years of the equipment/products covered under this Purchase Order. The Supplier shall guarantee that before going out of production of spare parts of the equipment/products covered under this Purchase order, the Supplier shall give the Buyer / End Customer at least twelve (12) months advance notice so that the latter may order his bulk requirement of spares, if it so desires. The same provision will also be applicable to Supplier's Sub-Contractors and the Supplier shall ensure adherence of his Sub-Contractors to this requirement. Further, in case of discontinuance of manufacture of any spares by the Supplier or his Sub-Contractors the Supplier will provide the Client/Owner one year in advance, with full manufacturing drawings, material specifications and technical information required by the Client/Owner for the purpose of manufacture of such items. Further, in case of discontinuance of supply of spares by the Supplier or his sub-contractors the Supplier will provide the Client/Owner with full information for replacement of such spares with other equivalent makes, if so required. The Supplier will indicate in advance the delivery period of the items of spares, which the Client/Owner may procure. In case of emergency requirements of spares, the Supplier would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule."
- 9. SUPERVISION OF ERECTION, TESTING & COMMISSIONING SUPPORT: The prices are inclusive of all the charges towards visit(s) of Supplier service engineer for number of days as may be required at site for the successful completion of supervision of Erection, Testing or Commissioning of supplied equipment. The supplier's Engineer shall reach at the Project site within 48 hours from the date of formal intimation by Buyer.
- INSPECTION OF GOODS: The material shall be subject to final inspection and testing by Buyer/ Client/ Client's Engineer/ Third Party Inspection (TPI)/End Customer and no extra charges shall be paid on this account. The Supplier shall raise formal Inspection call in Buyer's format at least 10 days in advance. The Buyer reserves the right for inspection of goods at the point of assembly and/or delivery. The Routine and type tests shall be performed as per approved QAP. If the goods manufactured are not in accordance with the approved drawings, specifications or as per purchase order, the Buyer reserves the right to reject the goods in whole or in part. In such an event the

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Buyer shall be free to buy the goods from any other source at the risk and cost of the Supplier. All tests and inspection of the Product / Equipment / Supplies shall be as per the Buyer/End Customer's specification and shall be performed by the Supplier in presence of the representative of the Buyer/ End Customer and/or representative of Buyer and /or representative of Third Party Inspection (TPI) agency. In case there is any non-compliance due to quality issues and / or qualifying requirement for meeting the technical results as per Client's and / or Buyer's specification/manufacturer's guidelines and / or instructions by Client/Jakson and / or not ready for inspection/testing on the scheduled date of inspection, then financial implication on account of the same shall be borne by Supplier in line with Client's provision and / or Jakson's instructions.

End Customer / Jakson reserves the right to send random selected sample from site to TPI testing laborites for detail testing, if the supplier/installed material which it feels are not performing as it was intended to. In such a case if the material/facility fails, the same shall be replaced with new materials, and one more random sample would for meeting the technical results as per Client's and / or Buyer's 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 at its own risk and cost.

#### 11. TAXES & DUTIES:

The taxes and duties only for direct transaction items shall be extra and shall be paid against documentary evidence. The taxes duties for raw material, intermediary components etc. shall be included in the basic ex-works price and shall not be payable separately including any variation on account of statutory variations.

Billing instruction shall be issued along with Dispatch Instructions.

- i. Supplier is legally responsible for proper & correct compliances under GST to facilitate Availment of Input Tax Credit by purchaser. Supplier shall declare the details of the invoices in their statutory returns to be uploaded by the due dates. Purchaser reserves right to withhold payment of GST amount if the same is not reflected in the applicable statutory Form of purchaser on GSTN portal. Such payment shall remain withheld till the time purchaser is provided evidence that such invoice has been uploaded on GSTN portal and GST has been paid. Consequential interest shall also be withheld from the payment due against supply bills. In absence of a suitable timely response a Debit Note will be issued to appropriate the amount withheld and/ or to raise recovery of the appropriate amount. Purchaser also reserves right to take a proper legal recourse.

  ii. Supplier shall furnish the correct HSN / SAC classification /Customs tariff Head in their
- ii. Supplier shall furnish the correct HSN / SAC classification /Customs tariff Head in their quotation/invoices. If the credit for the duties, taxes and Cess under GST provision/ rules is found to be not admissible at any stage subsequently owing to wrong tariff head, then the Supplier shall be liable to refund/pay such non-admissible credit amount with consequential interest. iii. If the Supplier fails to furnish necessary supporting documents i.e. tax invoices / customs invoices / BOE, etc. in respect of the duties, taxes & Cess which are eligible for input tax credit, the amount shall be deducted from the payment due to the Supplier or will be recovered separately,

as the case may be.
iv. If the Supplier does not disclose all the mandatory details correctly on their invoice(s) or on
the GSTN which restricts purchaser to claim input tax credit or purchaser is required to reverse
such credit, then the amount of loss of credit will be deducted from the payment due to the Supplier

- with consequential interest or will be separately recovered, as the case may be.

  v. In case purchaser has to pay GST on reverse charge basis, the Supplier would not charge GST on its invoices. Further, the Supplier undertakes to comply with the provisions of GST law as may be applicable.
- vi. In case of non-payment of GST or delay in payment of GST or any other material non-compliance by the supplier under the GST law, purchaser shall reserve right to intimate to the GST authorities about such non-compliance.

vii. Purchaser shall reserve the right of uploading a Valid invoice on the GSTN Portal which has been missed or not uploaded by the Supplier after supplying the goods or services. In case Supplier do not perform the required action from his end within next two tax periods subsequent to the month in which such invoice details are uploaded by the purchaser then interest as applicable on reversal of input tax credit has to be borne by the supplier.

Prepared By: Avanish Dubey / 08.11.2024 Recieve

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In case supplier gets black listed/ de-registered during the business relationship then viii. supplier shall indemnify purchaser with tax and appropriate interest amount to ensure that no loss is borne by purchaser due to default of supplier.

ix. TDS shall be deducted at the prescribed rate, if any (as the case may be). If it is statutory requirement to make any other deductions towards such taxes and duties or any other applicable taxes and duties, the same shall be made by Jakson and a certificate for the same shall be issued to the Supplier.

12. DOCUMENTS/DRAWING SUBMISSION: The GTP, Drawings, Datasheets, QAP, Catalogues, Type test Certificate (conducted per requirement of Client), as per client requirements, shall be submitted within 10 days from the date of receipt of this purchase order. Delay on submitting these documents shall also be accounted as a part of overall delay & clause 5 shall be applicable. The supplier shall ensure submission of Complete and Correct documents in line with technical PO specifications. Any delay in final delivery of material on account of wrong or delayed submissions of documents shall be to supplier's account. No extension in delivery period shall be given on this account.

Revised documents after resolving the comments/discrepancies must be resubmitted within 2 days from receipt of the same.

Final Technical Documents: - Comprising of specified number of sets of As Built Drawings / Installation Manuals, Operation & Maintenance Manuals, Material Test Certificates in original and soft copies to be submitted within 7 days from the date of invoice at no extra cost to Buyer. Delay on submitting these documents shall also be accounted as a part of overall delay & clause 5 shall be applicable. This can also lead to withholding of retention amount from your due payment.

13. CHALLANS- DOCUMENTATION: The material supplied against delivery challan shall be submit the original documents in triplicate. The order reference shall be mentioned on each delivery challans.

For materials dispatched by public carriers the railway receipt or transport delivery receipt (G.C. Note / L/R) must be prepared strictly in line with dispatch instructions issued by Buyer.

The following minimum documents shall be sent along with material, however, the requirement may undergo change in line with Client#s requirement as and when instructed to do so.

- Duplicate for transporter
- ii. LR
- iii. Packing List
- iv. Dispatch Instruction issued by Jakson
- Filled e- Way bill
- Routine Test Report vi.

The Supplier shall be liable to bear any demurrage which the Buyer may incur due to wrong/ incomplete documentation.

The following minimum documents (or any other documents as required by Client) shall be delivered to Buyer's registered communication address (please mention complete address with name of Address)

- Invoice "Original for Buyer"
- Commercial Invoice (if applicable)
- iii. Routine Test Certificates Original
- Guarantee Certificates Original iv.
- Copy of filled road permit Copy of Inspection Report / Waiver Certificate
- vii. Copy of material Dispatch Clearance from Jakson
- viii. Transit Insurance Certificate / Declaration Certificate for above consignment
- Performance Bank Guarantee Original
- Operation & Maintenance Manual Original
- As built drawings 3 sets (original)

Prepared By : Avanish Dubey / 08.11.2024 Recieved & Accepted By :

Approved By :

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## JAKSON LIMITED



4TH FLOOR, FOF A 09, ART GUILD HOUSE, PHOENIX MARKET CITY, KAMANI JUNCTION, LBS MARG, KIIRIJA W Mumbai Suburban, -400070, MAHARASHTRA

CIN : U74899DL1997PLC088808, PAN : AAACJ5347C, GSTN No : 27AAACJ5347C1ZT

Head Office: A-43, Phase II Extension, Opp. NSEZ, NOIDA- 201305, Ph.:0120-4302600, Fax: 120-4302646

Old PO No.

To: Vendor Code 10008631 ALLWIN INDUSTRIES

PLOT NO. 6&7, Captain Gate, shapar (veraval)

GUJARAT-360024 India

GSTIN-24AAMFA8157G1ZC Phone:-96876 99033

Email:-samarth@allcabcable.com

Kind Attn:

PAN : AAMFA8157G

IFSC: KKBK0002797 Account No.: 8747489485

: ZNB-6000016985 Order No

Date : 08.11.2024

Quotation No.: Quotation Segment : EPC

All Invoice copies and supporting documents needs to

be mailed to Partnerhelpdesk@jakson.com

#### 14. PAYMENT TERMS:

As per the PO Terms & Condition Clause mentioned above.

"Supplier agrees that all payments received by Supplier under this Purchase Order will first be used for, and constitute trust funds for, the payment of all labor and materials used in the Subject Project Work. Buyer may, but is not obligated to, issue joint checks to Supplier and a Sub-supplier or make payment directly to a Sub-supplier. Purchaser will deduct amounts paid by joint check to Supplier and a Sub-supplier or paid directly to a Sub-supplier from payment due to Supplier under this Purchase Order. Purchaser may also deduct a reasonable fee to cover administrative costs for such payments, if applicable.

- 15. RIGHT OF BUYER SETOFF: The Buyer shall be entitled to recover from the Supplier any sum due to the Buyer on account of damages, penalty or otherwise whether in respect of supplies under this order or under any of their previous orders by deducting such sums from the amount payable to the Supplier in respect of supplies made under this order or under any of their prior or subsequent
- 16. EXCESS SUPPLIES: Material must not be in excess of quantity ordered or for which manufacturing clearance has been given, whichever is less. The Buyer assumes no obligation in relation of such excess quantity. The supplier must remove such excess supplies at his own risk and cost.
- INDEMNITY AGAINST INJURY CLAIM: The Supplier shall indemnify the Buyer including their employees, directors, shareholders, representatives from any and all claims for injury that may be caused to any person, property, by any act of the Supplier or his agents or servants whether employed by him or not while in or upon the Buyers premises/Project Site/ in transit and in respect of any other damage that may be caused to any plant, machinery or property of the Buyer in course of delivery of the goods.
- The Supplier shall indemnify and hold harmless Buyer/JAKSON/End Customer and their employees, Directors, shareholders, representatives and other contractors/suppliers from and against any and all claims, actions, demands and proceedings of third parties whatsoever made against Buyer/JAKSON/End Customer including any (i) personal injury and death to any personnel, or for loss and damage to any plant, machinery, property resulting from any cause arising out of and from any defect in the Supplier's Work under this PO or (ii) inaccuracy and breach or non-fulfillment of any of the representations or warranties made by Supplier in this PO (ii) non-compliance of Applicable Laws or (iii) liability which Buyer/JAKSON may incur to any other person whatsoever and against all claims, demands, proceedings, damages, costs and expenses made against or incurred by Buyer/JAKSON for reason of any breach by the Supplier of the terms of this PO.
- 18. PO WISE BILLING: The Supplier shall raise separate invoice for each PO (merge of 2 PO's in single invoice is not allowed and shall be rejected). The L/R shall also be made bill-wise.
- 19. PROPERTY CLAUSE: The ownership of material shall pass to Client on endorsement of dispatch documents in the name of Client while delivery of material at the consignee (defined in dispatch instructions).
- 20. ACCEPTANCE OF GOODS: Acceptance of any of the goods shall not discharge the Supplier from any contractual liability under this purchase order and for other legal remedy for any breach of any condition or DLP/Guarantee/Warranty contained herein or implied by law and if after accepting the goods or any of them any defects therein either in design, material, workmanship or otherwise become known to the Client and / or Buyer and such defects amount to a breach of any condition or warranty hereunder or implied by law, the Buyer shall forthwith notify the Supplier of such defects and shall (in addition to any other rights or remedies that the Buyer may possess) be entitled to reject the defective goods and replace the same at the Suppliers risk and cost. The Supplier shall be responsible and be liable to replace or to repair at the option of the Buyer, free of cost, goods supplied under this order or any part thereof if any defect in the composition or substance or

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## .....



#### JAKSON LIMITED

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Mumbai Suburban, -400070, MAHARASHTRA

CIN : U74899DL1997PLC088808, PAN : AAACJ5347C, GSTN No : 27AAACJ5347C1ZT

Head Office: A-43, Phase II Extension, Opp. NSEZ, NOIDA- 201305, Ph.:0120-4302600, Fax: 120-4302646

To: Vendor Code 10008631 ALLWIN INDUSTRIES

PLOT NO. 6&7, Captain Gate, shapar (veraval)

GUJARAT-360024 India

GSTIN-24AAMFA8157G1ZC Phone:-96876 99033

Email:-samarth@allcabcable.com

Kind Attn:

PAN : AAMFA8157G

IFSC: KKBK0002797 Account No.: 8747489485

Order No : ZNB-6000016985

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Quotation No.:
Quotation :
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material or workmanship or process of manufacture or in the design of the goods is brought to the notice of the Supplier within DLP of Latent Defect period as detailed in para-8 above.

- 21. REMOVAL OF REJECTED GOODS: The Supplier shall remove the rejected goods from the Buyers godown/ store yard or site at his/ their own cost within 15 days from the date of intimation from the Buyer of their refusal to accept the goods. The Buyer shall not be responsible for or be held liable for any loss or deterioration of the rejected goods. The Supplier shall pay to Buyer reasonable storage charges for such rejected goods for the period exceeding 15 days as aforesaid.
- 22. CORRESPONDENCE / TRANSACTION BETWEEN BUYER AND SUPPLIER: All correspondence / transactions with Buyer should mention Buyers purchase order number and name of the PO issuing department. It' a must for swift action.
- 23. INCOTERM: As per the PO Terms & Condition Clause mentioned above.
- 24. DESPATCH INSTRUCTIONS: Buyer shall issue Dispatch Instructions (DI) to suppler after successful inspection / testing and on receipt of formal dispatch clearance from end client. Supplier shall prepare and submit the dispatch documents strictly in accordance to DI. The supplier shall dispatch the material only after getting written dispatch clearance along with DI from Buyer.
- 25. ENTRY FORM/ ROAD PERMIT: The necessary state entry forms/ road permit shall be provided by Buyer along with dispatch instructions. Supplier indemnifies Purchaser for all additional cost including tax, interest, penalties, any other cost incurred by Purchaser as a result of any misuse / loss / misplace of such waybills by the Supplier.
- 26. LINKAGE: This contract is complete and shall be treated individually on exclusive basis and is strictly in principle to principle basis. There shall be no linkage with any other contract between Supplier with any of the other documents / purchase order received from Buyer's other legal entities or any of it business units. Each contract shall be treated on its own merit and disputes if any, will be resolved as per the contents of the contract without any reference to any other contract. The execution of the contract will be strictly as per the terms and conditions laid down in the contract.
- 27. QUALITY: The material shall be manufactured strictly as per approved drawings, GTPs and correspond with the description or the sample or the original specifications thereof in all details. Otherwise, the same shall be liable to be rejected by the Buyer and the Supplier shall be deemed to have delivered wrong goods according to the contract. The Buyers decision in matter of quality will be final and binding. Besides the Supplier shall be liable for the "Latent Defects" & shall stand guarantee for replacement of any parts / material / service, for a further period as defined in Client's bidding documents from the end of DLP or Warrantee or guarantee period.
- 28. FORCE MAJEURE: The Supplier shall be under no liability for failure to deliver and the Buyer for failure to accept delivery of goods or any part or make payment thereof when such failure is due to natural events fire, earthquakes, floods, strikes, lock-outs, epidemic, pandemic, transportation, embargoes, act of God, State enemies, or any other causes whatsoever beyond the control of the Supplier or Buyer. Further, the provisions of the Client's/End Customer bidding documents relating to force majeure shall also apply to this contract/purchase order and proper notices need to be issued in line with Client's documents. No Party may invoke the benefits of a force majeure circumstance with respect to the other Party unless the existence of such a circumstance has been formally recognized by the Client.
- 29. CANCELLATION/AMENDMENT: The Buyer reserves the right to cancel or amend this order or any part thereof without assigning any reason. In such an event Supplier shall be paid proportionate to the Supplies made under this purchase order, without any other liability, claim, right of the Supplier.
- 30. PATENTS: The Supplier shall indemnify the Buyer including their employees, directors, shareholders, representatives against any claim for infringement of any patents, registered design,

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IFSC: KKBK0002797 Account No.: 8747489485

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trademark or trade name or any third party right on sale/supply of goods to the Buyer.

- 31. CONFIDENTIALITY: The Supplier agrees that he/they will not use, sell, loan or publicize any of the specifications, blue prints or designs, supplied or paid for by the Buyer for fulfillment of this order without prior written consent from the Buyer. Throughout the term of this Purchase Order and for a period of five (5) years after its termination or expiry, each Party (Receiving Party) shall maintain strict confidentiality of the information/data of the other Party (Disclosing Party) that is disclosed by the Disclosing Party to Receiving Party in writing, including the terms of this purchase order / contract and shall not disclose such confidential information/ data of the Disclosing Party to any third party without the prior written consent of the Disclosing Party. The Receiving Party may however disclose the confidential information of the Disclosing Party to its employees, directors, officers on need to know basis. However, in case subcontractors, financiers, lenders, consultants, advisors, including potential advisors and those of its subsidiaries and affiliates who have a need to know such information in connection with the execution of this Agreement, the same can be disclosed only after seeking specific written consent of the Disclosing Party. The obligations undertaken hereto shall not apply to any information obtained, which is or becomes published or is otherwise generally available to the public other than in consequence of any negligent act or omission of the Receiving Party, or which is required to be disclosed pursuant to an order of a court, statutory authority, governmental agencies as per the applicable law.
- 32. SECRECY: All drawings, specifications, designs, etc. furnished by the Client and /or JAKSON to the Supplier and by the Supplier to the Client and /or JAKSON shall be dealt with in a strictly confidential manner and shall neither be used for any other purpose than for which these have been issued nor handed over to any other person. The proprietary interest in the same shall rest with the Client and / or JAKSON at all times and these shall be returned to the Client and / or JAKSON on satisfactory completion of the Purchase Order. The copies, duplicates, Photostats, etc. of the same shall not be retained by the Supplier without the Client's and /or JAKSON's written consent nor shall the Supplier use the same, in full or in part in any manner, in future for any other customer. This Clause shall also be applicable to all the Contractors of the Supplier. Any violation of this clause shall be dealt with in terms of the laws of the land.
- 33. ARBITRATION / JURISDICTION: In case of any dispute, where an amicable settlement could not be reached, difference between the parties arising out of or in connection with this contract, (excluding the matter of any enforcement of any clause(s) of the contract, or any of it's terms or in the matter of any interpretation of any enforcement of any right or obligation, of the parties, where Buyers decision shall be final and binding on the contractor) the same shall be referred for arbitration to Chairman of the Buyer company who will appoint his nominee as Sole Arbitrator. The Supplier shall have no objection if the Nominee is an employee of the Buyer or Jakson Group Company/entity. The award of the Arbitrator shall be final and binding upon the parties of this contract. Subject as aforesaid the Indian Arbitration and Conciliation Act 1996 and the rules there under and statutory modifications thereon in force may apply to such arbitration proceedings under this clause. The venue of the arbitration shall be New Delhi. Cost of such arbitration shall be shared equally by respective parties. During the process of arbitration, the contractor shall continue the work/supply & will remain responsible/ liable for the causes. Jurisdiction of Court shall be New Delhi only.
- 34. Limitation of Liability of Buyer / End Customer:
- (a) in no event Buyer, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages arise in contract, tort or otherwise, irrespective of fault, negligence or strict liability or whether it has been advised in advance of the possibility of such damages; and
- (b) the maximum liability of the Buyer / end Customer for any and all claims, losses, damages, costs and expenses arising from or on connection with this Contract shall not exceed 50 % of contract price
- 35. Completeness: Supplier confirms that the complete requirements as contained in the Drawings / Specifications / Clarifications submitted are understood and all items of Project whether

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Mumbai Suburban, -400070, MAHARASHTRA

CIN : U74899DL1997PLC088808, PAN : AAACJ5347C, GSTN No : 27AAACJ5347C1ZT

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To: Vendor Code 10008631 ALLWIN INDUSTRIES

PLOT NO. 6&7, Captain Gate, shapar (veraval)

GUJARAT-360024 India

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specifically mentioned or not in Technical Specification, but are necessary for completeness and for safe & efficient operation, maintenance and guaranteed performance shall be supplied by the Supplier at no extra cost

- 36. Compliance: Goods and services shall conform to the requirements of the contract and shall be fit, suitable for purpose. They shall be made or performed in accordance with good engineering practice and all applicable standards and legislation. Goods shall be delivered complete with all instructions, warnings and other data necessary for safe and proper operation. Goods or services which do not comply with all of the above shall be considered to be defective If for any reason the Supplier is uncertain as to whether the goods or services to be supplied by it will comply with any of the above, it must promptly and before dispatch inform the Buyer in writing with full details of the possible non-compliance for consideration. Written acceptance or rejection of the Supplier's application will then be provided by the Buyer in as timely a manner as possible
- 37. Hazardous Goods: If any of the goods to be supplied under the contract contain any hazardous substances or require any special precautions to be taken to ensure safety in handling, transport, storage or use, the Supplier shall prior to their delivery furnish to the Buyer written details of the nature of those substances and the precautions to be taken and shall ensure that before dispatch appropriate instructions and warnings are clearly and prominently marked on the goods or securely attached to them and on any containers into which they are packed. In particular, (but without limitation) the Supplier shall provide to the Buyer in writing all such data, instructions and warnings as are required to comply with applicable legislation relating to health and safety and shall indemnify the Buyer against any and all liabilities, claims and expenses which may arise as a result of the Supplier's failure to do so. The Supplier shall also obtain and maintain valid licenses/permits for the manufacturing, sale, supply, storage, transport, handling of such hazardous material/substance.
- 38. MANUFACTURING CLEARANCE: The Supplier shall start the manufacturing of material only after getting written Manufacturing clearance (MC) fromBuyer. The quantity cleared in MC shall only be manufactured by Supplier. Any material manufactured without getting the MC from Buyer shall be rejected or not to be accepted by the Buyer and no demurrage, charges, cost shall be payable by the Buyer for the same.
- 39. Price Variation Settlement: For the purpose of price adjustment for Ex-works price component, the date of shipment for goods shall mean the scheduled date of delivery or actual date of delivery of goods, whichever is earlier. Scheduled date of delivery will be ex-works date of dispatch, governed by the approved Manufacturing Clearance (MC) or asper agreed delivery time schedule.

No price increase shall be allowed beyond the original delivery dates unless specifically stated in the Time Extension Letter, if any, issued by Jakson. The Jakson will, however, be entitled to any decrease in the Purchase Order Price which may be caused due to lower price adjustment amount in case of delivery of Goods beyond the original delivery schedule. Therefore, in case of delivery of Goods beyond the original delivery dates, the liability of the Jakson shall be limited to the low of the price adjustment amount which may work out either on schedule date or actual date of dispatch of goods.

- 40. TYPE TEST: Type test charges will not be applicable. Supplier is to produce certificate for similar type test conducted /carried out during last three years for each rating, if applicable as per specifications. Any additional features required by our customer during approval shall be in scope of supplier with no extra cost to Jakson
- 41. QUANTITY VARIATION: The buyer reserves the right to change the quantity during the execution of contract in line with requirement of Client. The unit prices mentioned in purchase order shall be applicable for change in quantity variation as per client requirement for addition and / or deletion of quantity during the tenancy of contract.
- 42. SLA: Supplier shall depute service engineer within 24 hrs. from complaint registration by Buyer / Jakson / End Customer & arrange to rectify / replace / take necessary action to satisfactorily close the complaint & ensure closure within 48 hrs. from compliant logging. Service closure report

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Mumbai Suburban,-400070, MAHARASHTRA

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must be sent within 24 hrs. from service closure by Supplier. In case of delay in response and reinstatement, the same shall be included in overall delay as per clause 5 above.

- 43. Ethical Guidelines: Supplier shall obtain all necessary approvals for performance of this Purchase Order and shall abide by the ethical standards of Industry practice and guidelines of Buyer / Jakson / End Customer.
- 44. Anti-Bribery Supplier represents and warrants that it is familiar with all applicable domestic and foreign anti-bribery or anti-corruption laws, including those prohibiting Supplier, and, if applicable, its officers, employees, agents and others working on its behalf, from taking corrupt actions in furtherance of an offer, payment, promise to Pay or authorization of the payment of anything of value, including but not limited to cash, checks, wire transfers, tangible and intangible gifts, favors, services, and those entertainment and travel expenses that go beyond what is reasonable and customary and of modest value, to: (i) an executive, official, employee or agent of a governmental department, agency or instrumentality, (ii) a director, officer, employee or agent of a wholly or partially government owned or -controlled company or business, (iii) a political party or official thereof, or candidate for political office, or (iv) an executive, official, employee or agent of a public international organization (e.g., the International Monetary Fund or the World Bank) ("Government Official"); while knowing or having a reasonable belief that all or some portion will be used for the purpose of: (a) influencing any act, decision or failure to act by a Government Official in his or her official capacity, (b) inducing a Government Official to use his or her influence with a government or instrumentality to affect any act or decision of such government or entity, or (c) inducing any person to use his or her influence to improperly affect any act or decision of such their employer, or (d) securing an improper advantage; in order to obtain, retain, or direct business.
- a) Supplier represents and warrants that it would now be in compliance with all applicable domestic or foreign anti-bribery or anti-corruption laws, including those pro-hibiting the bribery of Government Officials, and will remain in compliance with all applicable laws; that it will not authorize, offer or make payments directly or indirectly to any Government Official; and that no part of the payments received by it (whether compensation or otherwise) from JAKSON will be used for any purpose that could constitute a violation of any applicable laws.
- b) In case the Supplier is in breach of this clause, JAKSON may unilaterally and immediately terminate the Agreement.
- c) Supplier undertakes to indemnify, reimburse, defend and hold harmless JAKSON, its affiliates and their respective officers, directors, shareholders, employees, agents, successors and assigns from and against any and all costs, losses, taxes, claims, liabilities, lawsuits, obligations, and damages, expenses (including, without limitation, for the fees of any legal counsel that JAKSON may retain or engage) incurred in connection with, arising out of, resulting from or incidental to such breach.
- 45. Closure of supply: The Supplier shall submit complete dispatch documents as per DI provided by Buyer at Buyer's office within 10 days from the date of such dispatch. All invoice/payment reconciliations to be done by Supplier for its completeness strictly within three months. Buyer will not entertain any bill or claims submitted beyond such period & any liability arising out of the same shall be on Supplier's account.
- 46. Closure of services: Supplier shall raise the first RA bill in accordance with the PO terms immediately after work completion. Such first bill shall at all times be in accordance with the PO value/quantity and Buyer will not entertain any such bill exceeding the PO value/quantity. All the invoices/RA bill must be submitted within 1 month immediately after work completion & related reconciliations to be completed within 2 months thereafter. On completion of project works, the Supplier shall submit all the final reconciled invoices along with no due certificate latest within a quarter. Any delay beyond such stipulated period related to submitting invoices shall be on Supplier's account & any liability arising out of the same shall not be entertained by Buyer.

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47. Assignment and Novation: Supplier shall neither assign nor transfer the whole or any part of the PO or any benefit, interest, obligation or liability in or under this PO. However, the Buyer shall have the right to assign or transfer the whole or any part of the PO (including warranty claim) to any of its affiliate or subsidiary or associate or End Customer and notify the Supplier of such assignment or transfer.

- 48. Claim Policy: Buyer have rights to initiate claim on supplier during OR post execution, if any deviation reported on terms. Like: Non Quality Supply / Shortly Supply / Wrong Supply / Penalty / Defect Liability/ CPBG, PBG Extension / Freight Recovery / Warranty Service /etc.
- Buyer will inform the Supplier on applicable claim value and Debit Note will be issued to Supplier which shall be final and binding upon the Supplier.
- 49. Representations and Warranties: Each Party hereby represents and warrants to the other Party as follows:
- (a) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation;
- (b) it has all necessary consents, approvals, to enter into and perform its obligations under this purchase order/contract;
- (c) its representative whose signature is affixed below hereto is fully authorized to sign this purchase order/contract;
- (d) this purchase order/contract shall constitute legal, valid and binding obligations of each Party; and
- (e) neither the execution of, nor the performance of its obligations under, this purchase order/contract, will conflict with, or result in a breach of, or constitute a default under the memorandum and articles of association of such Party, or any law, rule, regulation, authorization or approval of any Governmental Authority, or of any agreement to which it is a party.
- 50. Publicity: Except as required by applicable law, the Supplier shall not publish or permit to be published either alone or in conjunction with any other person any information, article, photograph, illustration or any other material of whatever kind relating to this Project/Purchase Order or Client's and / or JAKSON's business, without prior reference to and approval in writing from JAKSON and /or Client.
- 51. No Privity with Client: Nothing herein shall be construed as creating any privity of contract between the Supplier and the End Customer / Client and the Supplier shall not be deemed to be a third party beneficiary to the Contract between Buyer and the End Customer. The Supplier must not deal directly or comply with the directions of (a) the Client or the Client's representative or (b) other contractors, without the prior written consent of Buyer/JAKSON.
- 52. Waiver: No provision of this PO shall be deemed waived by either Party except when such waiver is expressly given in writing. The failure by Buyer to insist upon strict performance of any of the provisions of this Purchase order / contract or to take advantage of any of its rights under this purchase order/contract shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future.
- 53. PROJECT DETAILS: As per the PO Terms & Condition Clause mentioned above.
- 54. Details:

Buyer / Invoice To:

All Correspondence To:

WILL BE INTIMATED In DI

WILL BE INTIMATED IN DI

WILL BE INTIMATED IN DI

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#### JAKSON LIMITED

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Old PO No.

Vendor Code 10008631 ALLWIN INDUSTRIES

PLOT NO. 6&7, Captain Gate, shapar (veraval)

GUJARAT-360024 India

GSTIN-24AAMFA8157G1ZC Phone:-96876 99033

Email:-samarth@allcabcable.com

Kind Attn:

To:

PAN : AAMFA8157G

IFSC: KKBK0002797 Account No.: 8747489485

Order No : ZNB-6000016985
Date : 08.11.2024

Quotation No.:
Quotation :
Segment : EPC

All Invoice copies and supporting documents needs to

be mailed to Partnerhelpdesk@jakson.com

CHECKLIST FOR SUPPLY INVOICE

Tax Invoice (original for buyer)

LR - Consignee copy

Copy of Transit Insurance declaration

Copy of DI issued by =Jakson=

Packing List

Routine Test Certificate Original

Guarantee Certificates as per SE forma in Original

PBG (if applicable)

O&M manuals / As built drawings - 5 sets, & 1 set soft copy

Service Escalation Matrix

Freight charges receipt (if applicable)

Without above documents invoice should not processed for payment process by the Buyer.

Prepared By : Avanish Dubey / 08.11.2024

Recieved & Accepted By :

Approved By :

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