



Suzlon Gujarat Wind Park Limited,
NO.806A,8TH FLOOR,
PRESTIGE TOWERS
99&100,RESIDENCY ROAD
BANGALORE (KA) 560025
PAN: AAICS2717D
GSTIN:29AAICS2717D1ZE

PO NO: 4500595739 DATE: 14.03.2018 PAGE : 2 OF 6

Delivery Address :
Suzlon Gujarat Wind Park Limited
Village: Kyadiguppa
Taluka: Kustagi
District: Koppal
State: Karnataka
Pin: 583277

Invoice Address Should be as below:
Suzlon Gujarat Wind Park Ltd,
NO.806A,8TH FLOOR,
PRESTIGE TOWERS 99&100,
RESIDENCY ROAD
BANGALORE 560025

GST :- 29AAICS2717D1ZE

HEADER NOTE

1. General Clause:

#The Parties agree that in case GST is introduced during the Term, then the Parties shall mutually discuss and agree on the method to optimize the effect of the same, in accordance with the provisions of GST. If there is a Change in Taxes which results in reduction in Tax and / or Supply/Works Price, the benefit of such reduction shall be to the account of the Purchaser/Owner and the Tax and/or Supply/Works Price will be reduced accordingly.

Further, it is clarified that the Tax and/or Supply/Works price shall not be increased on account of any increase in the Taxes, penalties or interest levied (i) if it has occurred on account of any misinterpretation or omission by Supplier/Works Contractor of any applicable Taxes, as applicable on Order Date; (ii) if such increase in Taxes or duties becomes applicable on account of any breach by Supplier/Works Contractor of its obligations under Supply / Works agreements or failure to pay relevant Taxes; and (iii) due to any Change in Taxes on account of delay in supply after the agreed date of delivery. #

2. Incorporation of Indemnities and Obligations in case of non-compliance.

Capturing specific indemnities and obligations in case supplier defaults on tax compliances to ensure that there is no leakage of tax credit/benefits. This is most important considering that a buyer will be able to take credit of taxes paid to the supplier only if the supplier has paid the tax to the government and filed appropriate return.

Sample clause :

#It is hereby agreed by the parties that in case Supplier/Contractor have not issued proper Tax Invoice showing complete name, address, registration number of Supplier/Contractor and Purchaser/Owner, description, HSN/SAC, quantity, value, the tax charged thereon and/or not paid the tax charged to the government and/or not filed returns with correct details or breached any conditions prescribed in the relevant acts/rules which results into a loss of credit entitlement to the Purchaser/Owner, then such loss of credit to the Purchaser/Owner along with interest/fine/penalty if any levied/imposed by the Government shall be recovered from the Supplier/Contractor.#

For Suzlon Gujarat Wind Park Ltd.

Prepared By: DAJENDRA SAINI

Sign/Date:

Authorised By:

Sign/Date:

Notes To Vendor:

1. Please send acceptance of this P.O. within seven days. Non-Receipt of the same may consider acceptance of the order.
2. For Expediting payments, bills & Delivery Challan submitted should contain purchase order no. & date, Item Code & Vendor code.
3. In case of Insurance by SUZLON, please furnish dispatch details by fax.
4. Material which is not as per specification mentioned in the ORDER IS LIABLE TO BE REJECTED AND RETURNED at your cost & risk.
5. SUBMIT BILL IN DUPLICATE
6. Kindly make all your correspondence at the below mentioned CORPORATE OFFICE Address
7. Disputes shall be settled within the jurisdiction of Pune Courts, Maharashtra state, India Only.
8. Along with each supply, Latest MSDS/TDS should be sent, If applicable.

CIN NO.: U40108GJ2004PLC044409

Corporate Address: One Earth, Hadapsar, Pune-411028

Registered Address: 'Suzlon', 5, Shramali Society, Near Shri Krishna Complex, Navrangpura, Ahmedabad-380009

CONTRACT RIDERS(CLAUSES)1)Scope of Work:-

The total scope of work includes mechanical erection along with cable termination of S111-120 WTG hbt Toweras per attached scope of work #Annexure-II & instructed by Engg-incharge. It also includes supply of manpower ,T & P as per attached list Annexure-I, DG, PPE, etc required to complete above scope of work. The whole job is to be completed as per Suzlon specifications at Site. You have to maintain the adequate manpower as per instruction by site-incharge to complete stated scope of work. Please note that all following annexure are the integral part of work order:

- # Annexure I - Required tools for erection
- # Annexure II - Scope of Work
- # Annexure III - General commercial conditions (GCC)
- # Annexure IV - HSE agreement
- # Annexure V - Statutory Requirement & Process

2) Contract Price Basis:

The unit rates mentioned shall remain firm and fixed for the entire duration of the Contract. No idling charges shall be paid for the resources deployed by you at site for whatsoever reason. The quantities indicated are only an estimated quantity. Neither this quantity nor the aggregate value of the entire work shall form part of the Contract. SGWPL does not in any way assure the Contractor that the estimated quantities are correct or that the work should correspond thereto.

Payment shall be made on the basis of unit rates and ACTUAL quantities executed by you and accepted by Project Manager against WCC issued against work completion and terms of payment. No price escalation will be entertained by SGWPL for the total quantity involved in the work.

3)GST:-

GST shall be paid extra as applicable against proper SAC code declared by Govt authority. You have to provide the AP state GST registration as per Memorandum given by department.

4)Completion Schedule:

The complete scope of work should be completed within 04 days(02 days for erection & 02 days for cable termination) after allocation as per attached schedule of work. The schedule provided shall be binding to you & should be followed strictly. Progress will be reviewed daily by SGWPL based on the actual vis-a-vis planned schedules. Review of the programme and record of shortfalls shall be done mutually to make up the slippages in the schedule.

Work completion period is the essence of this contract and any deviation to this effect will not be acceptable to SGWPL.

5) Recoveries for delay in work completion:

Any delay in completion of work with however so reason SGWPL will take appropriate action to match the schedule & commercial implication arise so will be debited to you against actual cost after completion of work with overhead charges of 20%.

6) Contract Performance Bank Guarantee:

Not Applicable

7) Guarantee Period / Defect Liability Period:

Your scope of work will be guaranteed will be continued till pre-commissioning activities. In view you have to keep your adequate manpower to complete all Punch point & other pending work. Please refer point No-18 of GCC(Annexure-3)

8)Payment Terms:

* 85% - will be released after work completion

on the confirmation from the Project manager

* 10% payment will be released within 60 days of after completion of work & including submission of all Statutory

For Suzlon Gujarat Wind Park Ltd.

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compliances documents till the previous month.

* 5%(Due 180 day)

9) Material & Tools reconciliation:-

You shall do the material and tools reconciliation for material received at site, material usage and material left over in stores periodically (25th of every month) and submit the same to SGWPL Site In-charge & at Anantapur office(Verified copy). You shall submit the material and tools receipt statement in SGWPL format at Anantapur office.

If you fail to submit the material and tools reconciliation well in time, Suzlon can hold the amount payable to you depending upon the value of material not reconciled & SGWPL will keep the wrights to debit the the amount from your payment.

10) Special Instructions For Submission Of Invoices For Payment:

Original Invoice along with following document should be submitted at our Anantpur office mentioned below:

- a)Certified WCC by HOD & Project manager
- b)Tools reconciliation sheet accepted by SGWPL store Incharge
- c)All statutory documents mentioned in Annexure-5

Billing Address

SUZLON GUJARAT WIND PARK LTD
2nd Floor, 11/165, M.S. Mansion, Subash Road, Near Corporation Bank,
Anantapur, 515001, Andhra Pradesh, India.
Contact Person- K Ramachandra poobathy
Phone: +91.8554.233732, 333732

11) Risk Purchase:

During execution of this order, if any delay is observed due to reasons attributable to you other than Force Majeure conditions which may cause delay in completion of the work, SGWPL shall be at liberty to cancel the contract, totally or partially, at any point of time without assigning any reasons, whatsoever, and take alternative measures at your risk and cost.

12) Tax Deduction At Source (TDS):

All applicable taxes shall be in your account. TDS shall be deducted by SGWPL at the applicable rates under income tax act.

13) Site Working Conditions:

Contractor have confirmed that they have examined and obtained all information and fully satisfied regarding all relevant matters such as nature, character of site conditions, availability of local material and labour, level of skills and quality of local labour, conditions of law and order prevailing at the site etc. Contract price includes allowance for all such contingencies and the contractor shall not raise any extra claims on any such matters.

14)Safety Requirements:

Uncompromising Quality and Safety standards are considered as part of work carried out at all Project sites of SGWPL and therefore zero tolerance towards non-compliance.

For Suzlon Gujarat Wind Park Ltd.

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Site activities require total compliance to Safety Procedures and Guidelines. Accordingly, at all site works carried out by your personnel deployed at Project Site shall strictly comply to the Safety Procedures, Norms stipulated in the HSE Agreement (Annexure-5) & GCC(Annexure-4) enclosed to this Work Order.

Penalties for Safety Lapses: Any violation in adhering to the terms and conditions stipulated in our HSE Agreement (Annexure-5) & GCC(Annexure-4) would also attract penalties payable by you as mentioned in same. Please refer point No-20 & 30 of GCC(Annexure-3).

15) Statutory Requirements:

Contractor is fully responsible for complying all statutory documents & procedure mentioned in Statutory requirements & procedures (Annexure-6) enclosure of this order & binding to you. Please refer Point No-22 of GCC(Annexure-3) & Annexure-V

16) Liquidated Damages:

For delay in completion schedule beyond delivery date, penalty @ 1% per week of delay or part thereof, subject to a maximum of 10 % of the undelivered portion value shall be applicable. This amount shall be deducted from the bills payable to you. Please refer point no-15 & 15.5 of GCC(Annexure-3).

17) Business Ethics:

SGWPL requires that their Suppliers observe highest standard of ethics during the execution of the Contract with Suzlon Group. Suzlon shall be within its right to reject a proposal for award, if it determines that the Supplier recommended for award/ Supplier has engaged in corrupt or fraudulent practices. Please refer point no 21 of GCC(Annexure-3).

18) JURISDICTION:

For the purpose of jurisdiction, the courts in India only shall have the jurisdiction to entertain suit or legal proceedings arising out of this purchase order. Unless otherwise stipulated, English is the language of the Purchase Order, and shall be used in all documents including correspondences and technical specification, drawings and manuals provided or exchanged in this regard. Please refer point No-35 of GCC(Annexure-3).

19) CONFIDENTIALITY

Each Party shall keep confidential and shall not, without the prior written consent of the other Party, disclose to any person any confidential information irrespective of whether such information has been furnished prior to the finalization of the Purchase Order or at any time thereafter (including following termination of the Purchase Order) except to employees, Subcontractors/Subvendors directly involved in the implementation of the Purchase Order and strictly limited to the needs of such implementation. Please refer point No-23 of GCC(Annexure-3).

20) COMPLIANCE WITH APPLICABLE LAWS

Supplier warrants that all Supplies purchased under the Purchase Order shall conform to all applicable Cities, State and Central laws, ordinances and all relevant statutory regulations. Further, Supplier shall defend and save Suzlon harmless from loss, cost or damage by reason of any actual or alleged violation thereof. Please refer point No-22 of GCC(Annexure-3)

21) FORCE MAJEURE

Neither party shall be held responsible for any losses, if the fulfilment of any terms or provisions of the order are delayed or

For Suzlon Gujarat Wind Park Ltd.

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Sign/Date: 

Sign/Date:

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prevented by Acts of lawful Government, revolutions or other disorders, wars, acts of enemies, strikes, fires, floods, acts of God or acts of states without limiting the foregoing, any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, is unable to prevent, whether of the class of causes hereinbefore enumerated or not. Supplier shall notify SGWPL within 7 days of the occurrence of the force majeure condition hindering the progress of work. Please refer point No-24 of GCC (Annexure-3).

22) Order Acceptance:

This work order is being issued in duplicate. You are requested to sign & stamp the duplicate copy of this order and return to us as token of its acceptance, within 7 days from the date of this order. If acceptance not received in written form will treat this order as cancelled & no further transaction shall be accepted against this purchase order.

DOCUMENTATION

All the invoices and other commercial documents shall be sent at below mentioned address positively within 3 days from the date of completion:

Contact Person : Mr. Yogesh Bhatt
Contact No. : +91 # 99757 86884
Email ID : byogesh@suzlon.com

Suzlon Gujarat Wind Park Ltd.
"ONE EARTH", Opp. Magarpatta City,
Hadapsar, Pune-411028.

GST Related TERMS:

The Parties agree that the Tax and/or Supply/Works price shall not be increased on account of any increase in the Taxes, penalties or interest levied (i) if it has occurred on account of any misinterpretation or omission by Supplier/Works Contractor of any applicable Taxes, as applicable on Order Date; (ii) if such increase in Taxes or duties becomes applicable on account of any breach by Supplier/Works Contractor of its obligations under Supply / Works agreements or failure to pay relevant Taxes; and (iii) due to any Change in Taxes on account of delay in supply after the agreed date of delivery.

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Released By: DINESH DAVE

Released By: Aditya Pandey

Sign:

Sign:

14.03.2018

14.03.2018

For Suzlon Gujarat Wind Park Ltd.

Prepared By: RAJENDRA SAINI

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