

# O.P.JINDAL SAMAJ KALYAN SAMITI

C/O JINDAL POWER LIMITED

O.P.JINDAL SUPER THERMAL POWER PLANT

Vill+PO:Tamnar,Tehsil:Gharghara **District:** Raigarh - 496107

**Phone :** 07767 302000 **Fax :** 07767 281993

**MMC/F/011**

Ver. : 0 (06.04.2024)

## PURCHASE ORDER

<b>Vendor :</b> 1302586 STEM LEARNING PRIVATE LIMITED MARATHON NEXTGEN CAMPUS OPP. G.K. MARG, LOWER PAREL (W) MARATHON ICON 1205 MUMBAI - 400013 Maharashtra India Email: meera.dhanuka@stemlearning.in Phone: - GST IN : 27AAQCS0110G1ZL PAN NUMBER : AAQCS0110G	<b>Purchase Order :</b> 6300000591 <b>Purchase Order Date :</b> 06.04.2024 <b>Validity Start Date :</b> 01.04.2024 <b>Validity End Date :</b> 31.07.2025 <b>Buyer Name :</b> Anil Sharma <b>Email :</b> anilkumar.sharma@jindalpower.com <b>PAN No. :</b> AAATO1852G
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Dear Sir,

With reference to above and subsequent discussion had with you, we are pleased to award the Contract for Establishment of Mini Science Center at Govt. Hr. Secondary School Kunjemura on firm price basis as per below mentioned Terms and Conditions.

SNo	Item Code	Description of Material	Qty	UOM	Net Price	Net Amount
10		Mini Science Centre at Kunjemura <b>Basic Price :</b> 451,949.00 <b>Tax :</b> GST - Services ND <b>Delivery Date :</b> 30.04.2025	1	AU	451,949.00	451,949.00
1	220000132	Providing/Setting up Mini Science center Providing/Setting up Mini Science center in convergence with STEM learning. <b>Gross Price:</b> 451,949.00	1	SET	451,949.00	451,949.00
		<b>SAC CODE :</b> <b>TAX CLASS . :</b> 0 (Taxable under GST) IN: Central GST - ND 9 IN: State GST - ND 9				81,350.82
					<b>Net Value INR</b>	451,949.00
					<b>Tax Amount INR</b>	81,350.82
					<b>Gross Total INR</b>	533,299.82

Amount in words : FIVE LAKH THIRTY-THREE THOUSAND TWO HUNDRED NINETY-NINE RUPEES AND EIGHTY-TWO PAISE ONLY

### Payment Instruction:

Please note that you have provided following details for payments to you

Bank A/c : 032305003239  
Bank : ICICI BANK LTD  
Bank IFSC Code : ICIC0000323

Please check the Bank details as mentioned above and revert immediately in case of any deviation.

**Insurance :** Vendor Scope

**Support doc.req. along Invoice**

**Price Basis :** FOR -

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## PURCHASE ORDER

**Payment Method :** EFT

### Terms of Payment :

Payment shall be made within 30 days after completion of work as per the actual executed quantity and certification by Engineer Incharge.

a) 90% running payment shall be made within 30 days against submission of verified invoices by JPL Engineer Incharge after completion of work. The payment shall be made as per actual quantity executed duly vetted by JPL Engineer Incharge.

b) 10% Security deposit shall be deducted from running bills against performance guarantee or Performance Guarantee of 10% of Total Order Value for the contract period is to be submitted by the party in the form of performance bank guarantee. Security deposit shall be refunded after deduction if any, after successful completion of contract period.

GST shall be paid extra as applicable.

Bank charges, if any shall be in Contractor's scope.

### Contract Riders (Clauses) :

PO & Contract Confirmation : 1st week

School Identification/ Need Assessment: Within 2 -3 weeks from PO.

Installation : 3-weeks from school identification & closure.

1st-TTP : 15 to 20 Days from installation

Monitoring & Evaluation (M & E 1st Visit): 20 to 25 weeks from Installation

2nd - TTP : 15-20 Days from 1 st Follow- up

AMC/1st Follow up: 45days from 1st TTP

2nd M&E/Project Completion : 35th to 40th week from Installation

### Other Contractual Stipulations :

Mini Science Centre (MSC) Scope of Work

Project Aspect Expected Deliverables

MSC Infrastructure

Arrangement

Infrastructure Arrangements Include:

# 80 tabletop models will be installed in the school out of which 17 models operate on electricity.

# A proper room minimum of 350-400 Sq. ft. or suitable size along with 17 tables/ platform with 13 pieces of plywood 100 Running feet (8ftx1.5ft) for Mini Science Centre should be provided in the school.

# 17 electrical connections in the room should be provided in the school.

# Providing the Backdrops (Language in which it is to be printed should be conveyed beforehand).

# Providing the user manual and training manual (Language in which it is to be printed should be conveyed beforehand).

Installation of MSC

(80 MODELS + 80

USERS PLACARD

+ 37 COLOURFUL

BACKGROUNDS+

1 SAFETY

PLACARD+1

TEACHERS

MANUAL)

Installation generally starts within 3 weeks from school closure/signing MOU and is completed within 2 days at the school premises. The MSC classroom is painted in white

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colour & mounting of plywood is done along with fitting electrical supply points.

Deliverables:

# 80 Models + 80 Users Placard + 37 colorful backgrounds + safety placard + 1 teachers manual

The Installation team takes pictures of the room both pre & post installation and a letter is signed from the school authority (Principal) after successful installation and handing over of the materials/documents etc.

First Teachers

Training Program

(TTP)

1

st Teachers training program is undertaken within 2-3 weeks from the installation.

1

st Virtual TTP to be conducted in 2nd year

To set the training day and location, the trainer's team contacts the principal teacher at the school. Reconfirmation is requested from the principal and teachers 72 hours before to the TTP.

The Training consists of the following:

- 1) Orientation of Models
- 2) Usage as per the Concepts.
- 3) Mapped document of model with curriculum.
- 4) Established topics and their usage as per the timetable.
- 5) Explaining the follow up process for any queries through Phone calls and WhatsApp support group formation.
- 6) Updating the MSC Register, as the models are plug and play, it can be demonstrated in class for concept clarity.
- 7) Identify and prioritize issues to be dealt with by teachers.
- 8) Setup Goals for Best Practice Documentation.
- 9) Inform about Monitoring & Evaluation visit and process.

The Documents Supporting This Activity Are:

- a. Call sheet
- b. WhatsApp Group Snapshot.
- c. Goal set document for output.
- d. Teachers Attendance Sheet Training.
- e. Pictures and Videos (if possible)

Refresher Teachers

Training Program

(RTTP) #

Conducted

Individually for  
each school.

Typically, the RTTP is conducted four months following the first TTP.

2

nd Virtual TTP to be conducted in 3rd year

The trainer's staff contacts the principal and teachers of the school to schedule the training day and location. Reconfirmation is requested from the principal and teachers 72 hours before to the TTP.

The Training Consists of the following:

- # Engagement of Teachers about Usage of Models.
- # Identifying Models with Frequent Usage.
- # Frequency of models being taken to class for explanation of concepts.
- # Asking the teachers regarding any issues faced during accessing the models and solving it accordingly.

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Utilization Check of

MSC

After completion of both the Teachers #Training Program, WhatsApp group is created

between teachers and our own trainers to periodically check the utilization of the models

Footages of teachers using the models is to be posted regularly on the WhatsApp broadcast group.

# Random Visits to School in order to check usability of the models.

# Every fortnight, a check is done to gain insights about the frequency of usage of the models.

# MSC registers are frequently looked upon to cross check the claims made by the teachers about the usage of MSC.

1

st Monitoring and

Evaluation

(Baseline Survey)

This allows for the full examination of one's understanding of numerous situations, requirements, and school assistance. It usually takes place 4-5 weeks after the first TTP.

Students are given baseline surveys based on the content they are taught in accordance with their standards. Our team, the Project Implementation Associate, makes site visits and interviews instructors and students for the baseline survey.

The M&E consists of collecting data on:

# No. of students per Class/division.

# Foundational skills for progressive improvement.

# Gender segregation

The principal and teachers questionnaire will be qualitative while for the students, it will be quantitative and qualitative with Focused Group Discussion (FGD).

The students# quantitative tools will include:

1) Fill in the blanks.

2) Match the columns.

3) Questions and 3 options.

4) Pictorial identifications of models.

The documents supporting this activity is:

1) Call sheet.

2) WhatsApp group snapshot.

3) Questionnaires

4) Notes of FDG.

5) Pictures and Videos (if possible).

6) Raw data in excel.

7) M&E report

Maintenance

The maintenance team visits the school after the 1st M&E visit. (2-3 weeks after 1st M&E visit).

The maintenance will include:

# Repairing and replacement as and when required

# Re-clean the premises.

The documents supporting this activity:

# Pictures of repaired model

# Pictures of replaced model

# Signed report of maintenance from the Principal/Teacher

2

nd Monitoring &

Evaluation Visit

Generally conducted 6-8 weeks after the maintenance visit.

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**Qualitative:** Students will be asked about their actual usage in class and MSC as part of FGD and IDI (In-depth Interview) lead questions.

The second M&E visit follows the same procedure as the first M&E visit.

The data will be gathered in the second set of questionnaires, which will be prepared, and the second M&E will be the baseline for the first year.

1) MINI SCIENCE CENTRE 80 MODELS + 80 USERS PLACARD+ 37 COLOURFUL BACKGROUNDS + 1 SAFETY PLACARD + 1 TEACHERS MANUAL+ 1 GATE BANNER INCLUDES INSTALLATION & DELIVERY : Rs. 3,31,949  
2) 2 TRAINING OF TEACHERS (TTP) TEACHERS TRAINING PROGRAMME -2 (FRESHER TEACHERS TRAINING PROGRAMME - FTTTP & REFRESHERS TEACHERS TRAINING PROGRAMME - RTTP) : Rs. 40,000  
3) 3 MONITORING & EVALUATION TOTAL - 2 VISITS IN INDIVIDUAL SCHOOLS TO CONDUCT BASELINE & ENDLINE SURVEY: Rs. 40,000  
4) 4 ANNUAL MAINTENANCE CONTRACT CLEANING SERVICING & IF REPLACEMENT (if any) : Rs. 40,000  
5) 5 INFRASTRUCTURE SET UP OF PLATFORMS & ELECTRIC CONNECTIONS Rs. 40,000  
NET COST FOR PER SCHOOLS (1+2+3+5) : RS. 4,51,949  
GST@18% Rs. 81,351  
TOTAL COST INCLUDING GST Rs. 5,33,300

### **Deliver :**

1. Completion Period - 12 months

2. Job completion Date shall be as per the Completion Date mentioned against each Item / Service.

3. Vendor is advised to submit their final bill immediately after Job completion to complete the billing / payment process within Order Validity End Date.

### **Vendor Memo (General) :**

- i) Job to be executed as per the mentioned scope and instruction of JPL Engineer in charge.
- ii) Rates shall remain fixed during entire tenure of contract till its completion.
- iii) All Material, Equipment , tools and tackles, consumables, resources etc. required for execution of work shall be in Contractor's scope.
- iv) The Contractor shall deploy skilled and competent resources highly experienced in this area of work and to follow all safety precautions as per the job requirement.
- v) The Contractor has to ensure usage of PPE's as per job requirement during execution of work at site.
- vi) The Vendor has to ensure that all equipment are mobilised and work starts at within 01 week from the date of Order Confirmation and must be as per prevailing statutory norms and standards.
- vii) All statutory liabilities like PF, Insurance, ESIC etc. related and arising out of the contract shall be in the scope of contractor only.
- viii) All other terms and conditions shall be as per JPL General Conditions of Contracts / Purchase Order and Statutory and Safety Compliances.

### **ENGINEER - IN- CHARGE:**

Mr. Rishikesh Sharma, Mobile No. 8349033200 or his authorized representative shall be Engineer In charge of the said work. Kindly contact him for further action.

### **Terms & Conditions :**

#### **GENERAL CONDITIONS OF PURCHASE ORDER**

##### **1. Scope # Acknowledgement of Order**

The present General Conditions shall be applicable to purchase orders placed by JPL, unless otherwise specified in the order. The vendor shall return to JPL, the acknowledgement of the order, duly signed, within one week from the date of dispatch of the purchase order as a token of acceptance through courier/post/fax/scanned email. JPL reserves the right to cancel the order should the vendor make any alteration to the Acknowledgement. Any action taken to execute the order from JPL, even if there has been no acknowledgement of the order, shall be deemed to constitute acceptance of the present General Conditions.

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## PURCHASE ORDER

### 2. Execution of Orders

The vendor shall be solely responsible for the execution of the order in every respect, in accordance with the normal customs of the trade. He shall draw JPL's attention to any element likely to impede the satisfactory execution of the order, in particular by providing JPL at all times with all relevant information for this purpose.

### 3. Price

Unless otherwise stated, the unit prices as indicated in Purchase Order are the Ex-Works/ shop / depot prices. Prices mentioned in the order shall remain firm and not subject to escalation till the execution of the order even though the completion/execution of the order may take longer time than the delivery period specified and accepted in the purchase order.

### 4. Price Revisions

Price revisions, if applicable, will be effective only if agreed and confirmed by the buyer in writing and shall not remain effective beyond the specified time limits if the delay is due to the vendor.

### 5. Packing & Forwarding

Unless otherwise stated explicitly in Purchase Order, P&F expenses will be deemed as Inclusive in the unit price.

### 6. Packing Conditions

You are requested to reduce packaging waste and minimize utilization of wood items for the packaging without affecting the quality. Any damage to material at the time of delivery at site, due to improper packing shall be the responsibility of vendor. Vendor has to ensure prompt replacement of such damaged items failing which appropriate actions will be taken as deemed fit.

### 7. Taxes

GST shall be shown separately in the invoice if payable extra. Any increase in the rates of taxes, levies and duties beyond delivery period stipulated in the purchase order shall be to Vendors# account.

Vendor will furnish your GST Registration Number in all your invoices. The registration number indicated in the invoices shall have to be in force on the date of sale of goods.

### 8. Declaration

We are in the business of Generation, Transmission and Distribution of Electricity, which are non-excisable goods. Therefore we do not have Excise Control Code (ECC) number /Excise Registration No. If you are a SSI, please specify Notification Number and the Concessional duty applicable thereto. If duty is paid under protest then the Notification Number and date should be mentioned.

### 9. Delivery & invoices

Time is the essence of this order. Material shall be delivered within stipulated date in the order / delivery-schedule.

The invoices shall be made in triplicate (3 copies) and shall accompany the material. The material along with the Original bill/Invoice shall be delivered to the following address;

MANAGER # CENTRAL STORES

Jindal Power Limited,

O.P.Jindal Super Thermal Power Plant(4x250 MW)

P.O. Tamnar,

Dist. Raigarh(C.G.) PIN # 496107

### 10. Delivery Timings

09.00 to 13.00 hrs & 14.30 to 17.00 Hrs. except Sundays & Public Holidays.

### 11. Mode of Delivery

a. F.O.R. JPL Central Stores: Vendor will send the materials through any reputed Bank approved transporter as mentioned below and will book the consignment on "Freight prepaid basis" for door delivery.

b. F.O.R. Ex works: Vendor will book the consignment through any reputed Bank approved transporter as mentioned below on "Freight prepaid / Freight to be billed basis" for door delivery.

c. Freight charges are payable by JPL against documentary evidence.

d. Tax at Source (TDS) shall be deducted at source as per statute and applicable government laws. Our preferred transporters: M/s Associated Road Carriers (ARC), M/s Transport Corporation of India Limited, XPS.

### 12. Insurance

Insurance for the material in transit would be as per the terms agreed and mentioned in the Purchase Order. If this is agreed on #Vendor#s Scope#, vendor shall ensure suitable coverage of the material on warehouse to warehouse basis. If, Insurance is in #JPL Scope#, then vendor shall endorse the Open Marine Policy number, as mentioned in Purchase Order, in all the relevant dispatch documents, viz; Challan/invoice/ LR copy etc. or else the materials will be received at Vendor#s risk.

### 13. Acceptance of the Supplies

Acceptance of the supplies shall always take place on the JPL site, after due checking, even when the goods are invoiced "ex Works" or "ex Warehouse".

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### 14. Payment

Invoices shall be settled only to the value of the goods accepted, and on condition that all the relevant and other necessary documents have been received at JPL .Provided the invoiced goods have been accepted by JPL after inspection, payment will be made within30 days from the date of acceptance of the supplies at JPL site, unless otherwise specified in Purchase Order.

### 15. Liquidated Damages

Delivery period should be guaranteed. In case of delays, the vendor shall be liable to pay the purchaser by way of liquidated damages @ 0.5% of the undelivered value of the order for each week#s delay subject to maximum of 5% of the total value of the order. In specific cases this general standard LD clause may be modified and shall be indicated in order /delivery schedule.

### 16. Risk Purchase

In the event you fail to supply the material on order, JPL will have the right to buy the material from other sources at market rates and the extra cost incurred in such procurement along with Company Overheads will be recovered from your future bills against subsequent supplies/bills.

### 17. Quality and Inspection

The Materials supplied hereunder shall be of good quality, free from any faults and defects and in conformance with the Purchase Order, and shall at all times be subject to inspection before acceptance by JPL / JPL's Inspection Agency, who will carry out inspection at site. JPL reserve the right to reject part or full consignment received in defective condition. In case JPL representative would like to inspect the item at your site prior to dispatch, the same will be communicated to vendor in advance against intimation of readiness received from vendor#s end.

### 18. Return of Non-Conforming Product

In case of Non-conforming product/ rejection, vendor shall have to arrange for replacement on immediate basis. Vendor shall also arrange to lift the non-conforming/rejected material from our plant within 15 days of the date of Rejection Note, till then the Non-conforming material will remain at Central Stores - JPL at vendor#s risk. Further, if vendor fails to lift such materials within 60 days without any intimation to us, it will be presumed that you are not interested to lift the same and in that case JPL reserves the right to shift the non-conforming/ rejected materials to scrap yard at the vendor#s risk without any further communication for which no further communication will be entertained.

### 19. Suitability / Compatibility Certificate

You would be required to furnish at the time of supply, a certificate confirming the suitability with the parent equipment in use, of the material offered by you. In case of any modification in design or manufacture of the spares, which result in not meeting our end use requirement, such spares shall be replaceable by you at no extra cost.

### 20. Guarantee

Equipment/Material shall be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning or 18 months from the date of receipt whichever

is earlier against faulty design, material and workmanship and shall be replaced free of cost in the event of failure during the guaranteed period, unless otherwise specified and agreed in your offer and our purchase order subsequently.

### 21. Health & Safety

Vendor will provide complete information regarding the usage, for which the product has been designed, and any restrictions and safeguards which should be observed in all stages of its handling, operation and disposal. This may be in the form of technical specification, leaflet/ brochure, MSDS (Material Safety Data Sheet), instructions for safe Material handling and Storage instructions etc.

### 22. Compliance to Environment Laws

Please indicate whether your organization is ISO 14001 certified. If not, please certify that the handling, use and disposal of your product consider practices consistent with sound environmental management. We prefer environment friendly products and processes.

### 23. Grievance Redressal

In case of any grievance the vendor shall bring the same to the notice of the Head -Materials & Contracts. Vendor may also drop his concerns at the drop-box available for this purpose at the reception of Administrative Building, JPL, Tamnar or may send the same through post or electronic mail.

### 24. Vendor Rating

Vendor is requested to ensure compliance to the terms of the individual orders with regards to timely delivery, provision of all applicable documents / challans / test certificate,quality of the material etc. Vendor performance with respect to these factors will be taken into consideration during rating of vendors for future business.

### 25. Order Manager

This order will be managed by the Buyer as mentioned in the Purchase Order. All future correspondence related to this order shall be addressed to the above officer.

### 26. Payment Manager

AGM (F&A) will be the payment manager as per the Purchase Order terms. All future correspondences related to payment shall be

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addressed to the above officer under copy to the order manager.

### 27. Indemnity against Patent Rights

The equipment, system, drawings, and other materials supplied by the vendor against this order will become sole property of JPL and JPL management and any individual engaged in this business shall remain indemnified against any claim for infringement or breach of any of the statutes, rules & regulations by the use of or sale of any article or material supplied by the vendor. This indemnity shall include any infringement of patent, trademark, design, copyright or other property rights whether in Country of origin, or elsewhere resulting from vendor's design, manufacture, use, supply or re-supply & would also cover use or sale of any article or material supplied by vendor to JPL under this order. This Indemnity shall cover any claim/action taken by a third party either directly against JPL or Any claim/action made against the vendor & where under we are made liable. The Indemnity shall be for loss, damages, and cost including litigation costs incurred by us under this order.

### 28. Arbitration

Any disputes and differences arising out of or relating to this Purchase Order including interpretation of its terms will be resolved through joint discussion of the designated officials of the concerned parties. However, if the disputes are not resolved by Joint discussions then the matter will be referred for adjudication to the arbitration of a person appointed by the parties in Raigarh (C.G.) in accordance with the Indian Laws. The decision of the arbitrator shall be final and binding on the parties.

### 29. Jurisdiction

This Purchase Order shall in all respect be subject to the jurisdiction of courts at Raigarh(C.G.). Any dispute relating to this order shall be deemed to have arisen in Raigarh (C.G.) and subject to jurisdiction of Raigarh (C.G.) courts only.

### 30. Suspension / Termination.

The Buyer shall have the right, even if there is no delay in execution of the order, to suspend or terminate the Purchase Order with prior intimation to the vendor. If, the vendor defaults in his obligations under the Purchase Order, payment shall be limited to such part of the Purchase Order price corresponding to the order executed until such suspension or termination. The vendor may only claim reimbursement of its proven suspension or termination cost, if the Purchase Order was suspended or cancelled for reasons attributable to Buyer.

### 31. Breach of Contract.

If Vendor breaches any obligation resulting from or in connection with the Purchase Order, the Buyer shall be entitled to claim full compensation of his damages suffered due to such breach including but not limited to damages arising outside the Goods, except where such breach is not due to Vendor's fault. However, Buyer will not hold Vendor liable for loss of production or loss of profit except to the extent damages or losses are due to Vendor's gross negligence or wilful misconduct.

### 32. Order Validity

The Purchase Order shall stand CLOSED automatically after the expiry of One Year beyond the scheduled completion date, pending in full or partial.

### 33. Force Majeure

Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from circumstances which were not in the contemplation of the parties at the time of the Contract and which are beyond the reasonable control of the party in breach.

## Specific Instructions to Supplier

1 TEST Quality to supplies must be as defined in Our Purchase order

2 Quantity to supplies must be as defined in Our Purchase order

3 if JINDAL POWER LTD weight and Lab report in Final for billing then credit note required for weight and lab report difference along with excise invoice.

### 4.GST (where applicable):

(A)For the purposes of this Clause the following expressions shall have the meaning given as under:

(i)GST - means any tax imposed on the supply of goods or services or both under applicable GST Law.

(ii)Cess-means any applicable cess, existing as on date or applicable in future on the supply of goods or services or both.

(iii)GST LAW - means IGST Act 2017, GST (Compensation to the States for Loss of Revenue) Act 2017, CGST Act 2017, SGST/ UTGST Act 2017 and all related ancillary legislations.

(B)The rates quoted by the Vendor shall be inclusive of all taxes, duties, levies and Cess except GST and compensation cess. Vendor has to clearly show the amount of GST/compensation cess separately in the Tax Invoices raised by them. Further, it is the responsibility of the Vendor to make all possible efforts to make their Accounting/IT system GST compliant in order to ensure timely availability of Input Tax

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Credit (ITC) to JINDAL POWER LTD.

(C)In case of variation (increase/decrease) in the rate of GST after the date of agreement, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows:

- (i)If input tax credit (ITC) is available, the said revised rate shall be reimbursed or recovered.
- (ii)In other cases (i.e. where input tax credit is not available), the said revised rate shall be reimbursed or recovered only if the reasons for extension of the contract is attributable to JINDAL POWER LTD

(D)In cases where GST is leviable on any supplies / facilities provided by JINDAL POWER LTD and used by Vendors and the consideration for which is recovered by JINDAL POWER LTD in the form of reduction in the value of invoice raised by Vendor, then JINDAL POWER LTD shall raise GST invoices on such transactions and the same will be borne by Vendors.

(E)Vendor agrees to do all things not limited to providing GST compliant invoices, debit notes, credit notes or other documentation as per GST law relating to the above supply, payment of taxes, timely filing of valid statutory returns / statements for the tax period on the Goods and Service Tax Portal etc. that may be necessary to match the invoice on GSTN common portal and enable JINDAL POWER LTD to claim input tax credit in relation to any GST payable under this Agreement or in respect of any supply under this Agreement. GST charged on debit notes shall be reimbursed only if such debit notes are issued within the prescribed time limit for availing of credit.

(F)In the event Vendor issues a credit note to the JINDAL POWER LTD, such credit note shall include GST component only in circumstances set out under the GST law and upon mutual agreement between Vendor and JINDAL POWER LTD. This shall be subject to the condition that Vendor shall comply with the procedural requirements relating to issuance of credit notes under the GST law.

(G)In case the Input Tax Credit of GST is denied or demand is recovered from JINDAL POWER LTD on account of any non-compliance by the Vendor, including non-payment of GST charged and recovered, the Vendor shall indemnify JINDAL POWER LTD in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. JINDAL POWER LTD, of its discretion, may also withhold/recover such disputed amount from the pending payments of the Vendor.

The above action can be initiated even when the timelines / thresholds as prescribed by the Government in the GST law, rules, circulars, public announcements, etc. have been breached (e.g. Government portal does not allow filing of GSTR 1 statement if the periodic GST returns, GSTR 3B, are not filed for a prescribed period). In other words recovery from JINDAL POWER LTD by the concerned Revenue / Government authority will not be a criteria to enable JINDAL POWER LTD to withhold / recover such amount. Such amount can be withheld / recovered where it is visible or established that Vendor has breached / non-complied with the timelines under the GST law, rules, circular, public announcements, etc. which will disentitle JINDAL POWER LTD to take ITC or delay the ITC, as the case may be.

(H)Vendor shall maintain high GST compliance rating track record at any given point of time.

(I)Vendor is required to pass on the benefit arising out of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price.

(J)Vendor shall avail the most beneficial notifications, abatements, exemptions etc., if any, as applicable for the supplies under the Goods and Service Tax.

(K)For the purposes of the above-mentioned requirements, the Vendor shall provide documents as may be necessary and shall allow inspection of the same to JINDAL POWER LTD

(L)JINDAL POWER LTD shall charge GST (where applicable) over and above on the liquidated damages and other deductions reduced from the price payable to the Vendor against supply of goods or services or both (To be mentioned if applicable)

5.Excise duty and CST / State sales tax (where applicable):

A.The rates quoted by the Vendor shall be inclusive of all taxes, duties, levies and Cess except GST and compensation cess.

# O.P.JINDAL SAMAJ KALYAN SAMITI

C/O JINDAL POWER LIMITED

O.P.JINDAL SUPER THERMAL POWER PLANT

Vill+PO:Tamnar,Tehsil:Gharghara **District:** Raigarh - 496107

**Phone :** 07767 302000 **Fax :** 07767 281993

**MMC/F/011**

Ver. : 0 (06.04.2024)

**Order No. :** 6300000591

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## PURCHASE ORDER

B.The vendor will issue proper Excise and Sales tax invoice under the respective laws which will enable JINDAL POWER LTD to avail ITC / refund (where applicable).

C.Vendor will ensure submission of duplicate copy (Transporter's copy) of Excise invoice under rules II of the central Excise rules 2002 and or cenvat credit rules 2002

D.In case the Vendor fails to submit the requisites documents, then the amount of duties/taxes / levies as indicated in the quotation /Invoice/purchase order shall be deducted from the bills /Invoice.

### 6.Income Tax

Applicability of TDS provision u/s 194Q from 1st July 2021

(i)With effect from 1st July 2021, TDS provision u/s 194Q of the Act will be applicable on purchase transaction @ 0.10% on aggregate purchases during the year is over and above INR 50 Lakhs from a supplier. The TDS shall be applicable on payment or booking of invoice expense, whichever is earlier.

(ii)Further, the provision of section 194Q of the Act overrides the TCS provision U/s 206C (1H) of the Act. Therefore, in case provisions of both the sections are applicable, JINDAL POWER LTD shall deduct the TDS U/s 194Q of the Act.

(iii)Furthermore, as per the Provisions of Section 206AB of the Income tax Act, if the supplier has not filed its Income Tax Return (ITR) for preceding 2 previous years and in his/ her/ its case the TDS & TCS is INR 50,000 or more in each of the two previous years then in such case, the said supplier is to be considered as Specified Person and applicable rate of TDS will be 5%.

(iv)As soon as the supplier/ vendor becomes unspecified person from Specified person in compliance with the provisions of section 206AB of the Income Tax Act, it will be the responsibility of the supplier to intimate the fact to JINDAL POWER LTD so that JINDAL POWER LTD can deduct TDS at normal rates instead of higher rates as mentioned in the above clause.

Applicability of TCS provision u/s 206C(1H) up to 30th June 2021

In order to comply with the TCS provision u/s 206C (1H) of the Income tax Act 1961, JINDAL POWER LTD is disclosing its PAN "AAACJ7097D" in the P.O so that TCS will be collected by vendor at the rate of 0.10% prescribed under this section. In case of collection of TCS from JINDAL POWER LTD, Vendors are required to file TCS Return (i.e. Form 27EQ) timely and also duly issue the TCS Certificate (i.e. Form 27D). In case there is any delay and the amount of TCS does not get reflected in form 26AS then the vendor shall reimburse back the amount to JINDAL POWER LTD. ".

In case of any changes in law/clarification issued by the Income Tax Authorities on TDS/TCS the same shall be applicable as per the law.

### SPECIAL INSTRUCTIONS

A.Quality to supplies must be as defined in Our Purchase order

B.Quantity to supplies must be as defined in Our Purchase order

C.If JINDAL POWER LTD weight and Lab report in Final for billing then credit note required for weight and lab report difference along with Tax / excise invoice.

SAMAJ KALYAN SAMITI

For O.P. JINDAL

# O.P.JINDAL SAMAJ KALYAN SAMITI

C/O JINDAL POWER LIMITED

O.P.JINDAL SUPER THERMAL POWER PLANT

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## PURCHASE ORDER

AUTHORISED

SIGNATORY

This is Electronically generated document hence signature is not required.