

WO NO : OMC/WO/24-25/298

Date : 17th February 2025

"WORK ORDER"

To:- M/S. R.K ASSOCIATES VALUERS & TECHNO ENGINEERING CONSULTANTS (P) LTD SECOND FLOOR, D-39, SECTOR-2, NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH, 201301 INDIA CIN NO. U74140DL2014PTC272484 Voice: +91-120 4110117; 4324647 GST No:09AAHCR0845G1ZB PAN NO: AAHCR0845G	Service To:- OMC POWER PVT LTD 8TH FLOOR, UNIT NO 80H AND 80H/2, CYBER TOWER, TC 34/42, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW- 226010 UTTAR PRADESH STATE GST NO. - 09AAECC3802H1ZW
	Bill To:- OMC POWER PVT LTD 8TH FLOOR, UNIT NO 80H AND 80H/2, CYBER TOWER, TC 34/42, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW- 226010 UTTAR PRADESH STATE GST NO. - 09AAECC3802H1ZW

S.No.	Description	UOM	Quantity	Rate/Unit (In INR)	Amount (INR)
1	Chages for Techno-Economic Viability (TEV) study for OMC Power Private Limited's 20 MW solar rooftop project at District hospitals and medical colleges at UP. <u>Scope of Work:</u> 1. Technical Feasibility Analysis: Evaluation of plant design, technology, raw material availability, and process efficiency. 2. Economic Viability Study: Assessment of capital costs, operating costs, financial projections, and return on investment. 3. Risk Assessment: Identifying potential project risks and mitigation strategies. 4. Market Analysis: Demand-supply analysis, competitor review, and pricing trends. 5. Regulatory & Compliance Review: Adherence to environmental and industry regulations. 6. Final Report Submission: A comprehensive report with findings, conclusions, and recommendations.	Job	1	3,50,000.00	INR 3,50,000
NET TOTAL [EXCLUSIVE OF TAXES]					3,50,000
ADD : CGST @ 9%					31,500
ADD : SGST @ 9%					31,500
Total GST @ 18%					63,000
GRAND TOTAL [INCLUSIVE OF ALL TAXES IN INR]					4,12,998

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TOTAL AMOUNT (IN WORDS):-	RUPEES FOUR LAKH TWELVE THOUSAND NINE HUNDRED AND NINETY EIGHT ONLY.
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Terms & Conditions:-

- THE PRICES MENTIONED ABOVE ARE INCLUSIVE OF ALL TAXES, DUTIES AND LEVIS.
- TDS WILL BE DEDUCTED AS PER INCOME TAX ACT 1961 AS APPLICABLE.
- ALL OTHER TERMS & CONDITIONS AS PER SERVICE AGREEMENT SIGNED DATED **14TH FEBRUARY' 2025.**
- PAYMENT TERMS:**
 - 15% ADVANCE UPON ACCEPTANCE OF THIS WORK ORDER.**
 - 85% UPON FINAL REPORT SUBMISSION.**
- ALL OTHER TERMS AND CONDITIONS (REFER ATTACHEHD ANNEXURE - I) SHALL BE GOVERNED AS PER THE GENERAL TERMS AND CONDITIONS AS ATTACHED HEREWITH.
- GST TERMS AND CONDITIONS (REFER ATTACHEHD ANNEXURE - II) TO BE ADHERED BY THE SUPPLIER AND SAME IS INTEGRAL PART OF THIS PO.
- TIME OF COMPLETION : THE STUDY MUST BE COMPLETED AND SUBMITTED WITHIN 2 WEEKS FROM THE DATE OF ACCEPTANCE OF THIS WORK ORDER.**
- CONTRACTOR WILL ADHERE ALL THE ESIC AND PF COMPLIANCES WITH RESPECT TO LABOUR HIRED (TEMPORARY AND PERMANENT) AND SHALL FURNISH THE REQUISITE PROOFS AS AND WHEN REQUIRED.
- OMC CONTACT PERSON : MS POOJA RAMAN +91 98994 46544.
- PLEASE SUBMIT THE INVOICE HARD COPIES TO OMC POWER PVT TD, UNIT No. 603 TOWER B, UNITECH BUSINESS ZONE, NIRVANA COUNTRY , SOUTH CITY - 2, SECTOR 50, GURGAON, HARYANA.

Prepared By:-	OMC POWER PVT LTD  Authorized Signatory
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Date : 17th February 2025

"WORK ORDER"

To:-

**M/S. R.K ASSOCIATES VALUERS &
TECHNO ENGINEERING CONSULTANTS (P) LTD**

SECOND FLOOR, D-39, SECTOR-2, NOIDA, GAUTAM BUDDHA
NAGAR, UTTAR PRADESH, 201301

INDIA

CIN NO. U74140DL2014PTC272484

Voice: +91-120 4110117; 4324647

GST No:09AAHCR0845G1ZB

PAN NO: AAHCR0845G

Service To:-

OMC POWER PVT LTD

8TH FLOOR, UNIT NO 80H AND 80H/2,
CYBER TOWER, TC 34/42, VIBHUTI KHAND,
GOMTI NAGAR, LUCKNOW- 226010
UTTAR PRADESH STATE

GST NO. - 09AAECC3802H1ZW

Bill To:-

OMC POWER PVT LTD

8TH FLOOR, UNIT NO 80H AND 80H/2,
CYBER TOWER, TC 34/42, VIBHUTI KHAND,
GOMTI NAGAR, LUCKNOW- 226010
UTTAR PRADESH STATE

GST NO. - 09AAECC3802H1ZW

THIS IS A COMPUTER GENERATED PURCHASE ORDER, SIGNATURE DON'T REQUIRED

Agreed and Accepted by:

**M/S. R.K ASSOCIATES VALUERS &
(Signature with Company Seal)**

Date :

Place :

ANNEXURE – 1- General Terms and Conditions:

1 Prices and Delivery Schedule:

- a) The confirmation of this purchase order shall be in writing within 2 (two) days of the date on the order. If the purchase order is not accepted within 2(two) days, OMC Power Pvt Ltd (hereinafter called "Company") shall be at liberty to cancel the same without incurring any liability whatsoever.
- b) The Company shall not be liable and/or responsible for any purchase order placed by unauthorized persons of Company.
- c) Prices, terms and conditions mentioned on the purchase order will be taken as firm and cannot be changed, altered or modified during the period of contract. After the acceptance of the Purchase Order, no changes shall be made without an order amendment. Any modifications of these terms and conditions must be in writing and with mutual consent. LD will be imposed @ 0.5% per week of delay, with the cap of 5% on the total PO/WO value.
- d) It is clearly understood between the parties that time of delivery of the product is the essence of this order. Therefore, all the material of this order should be supplied as per the directions specified on the order within the time specified therein, or as communicated by Purchase department by separate delivery schedule. The non-delivery of the product at the specified time shall be construed as the breach of material obligation by the Supplier.
- e) The Supplier shall inform to company at the earliest, of the likelihood of any event or circumstances which may render it difficult for the Supplier to fulfill the commitments under this order. The Supplier shall also inform the specific steps being taken by it to contain the problem as also the timeframe within which it would be able to overcome the problem. Such intimation shall not however, absolve Supplier towards its obligation stated in this order.
- f) If the order is not executed within the specified period, it may be treated as cancelled. In such an event, the Company may buy such material from the open market for keeping the company's target delivery in time. The Supplier shall make good the loss or damages suffered by the Company.
- g) The company reserves the right to have their representative monitor Supplier's production process, testing facilities, access to workshops where the ordered components are being produced and to inspect the ordered components in its premises.
- h) The Supplier may, after written consent from the Company sub-contract the production of any part of the order and gives to the sub-contractor such information as is necessary for this purpose. The Subcontractor shall be bound by the confidentiality clause as set in this order. The Supplier shall remain directly liable and responsible to the company for the performance, acts and omissions of the sub-contractors.
- i) The Supplier shall maintain the records of production and Quality control activities. They shall maintain a batch code and Supplier identification system and it shall be provided on each product, wherever practicable.
- j) The Supplier shall immediately take countermeasures whenever a quality problem is reported and shall inform Company in the prescribed time.
- k) In case of conflict between the terms of this Order or the Basic Purchase Agreement or Rate Contract as the case it may be, the terms of the Basic Purchase Agreement shall prevail.

2 Payments:

- a) Payments shall be released only for the products & services accepted by the Company as per the payments terms mutually agreed to in the purchase order.
- b) Company declines all responsibility of payment where proof of delivery affected cannot be given satisfactorily by the Supplier.
- c) The delivery of products by the Supplier to the Company will not constitute acceptance of the said products by the Company. Acceptance of the products will be completed and communicated only after inspection and satisfactory testing of the products by the Company. Till acceptance of the products by the Company the products shall remain with the Company on Supplier's account on approval basis only. The risk of loss or damage to the product passes to the Company upon the acceptance of the products by the Company.
- d) The Company reserves the right to reject if further defects are noticed even if in the first instance the products have been accepted by the Company and are paid for Company's decision about such rejections at whatever time made shall be final and binding upon the Supplier.
- e) If Company may rejects any or all of the material supplied by the Supplier/sub contractor due to quality of the product, Company may, in addition to all its other rights and remedies at law or equity, exercise one or more of the following remedies: (1) return rejected material for full credit at the price charged plus transportation charges from Supplier's premises and return; or (2) accept a conforming part of any shipment; or (3) have rejected material replaced by Supplier at the purchase price stipulated in this order. If product displays Company's logo and/or other identifying mark(s) and Supplier choose to scrap items, Supplier must destroy Company's logo and/or other identifying mark(s) from the product. If the products are not replaced within the stipulated time, Company reserves the right to buy the products from the open market on Supplier's account and the amount would be deducted from the bill or debited to Supplier's account.
- f) If the products are not approved by the Company for any reason whatsoever the Company shall not be liable to pay any sum on account of such rejected products.
- g) The Company reserves the right to cancel or amend the order or any part thereof for the following reasons (a) irregularities in supply (b) rejections (c) escalation in prices (d) if the Supplier fails to fulfill his obligation as per the order without assigning any reason. Company's decision shall be final in disputes arising out of Purchase orders. Money due to the Company either as damages or under any other order may be adjusted when settling payments against this order.
- h) The Company assumes no obligations to products delivered in excess of those specifically ordered. Purchase Order number should be stated on the Challan and Invoice as otherwise material will not be accepted.
- i) The invoice must be submitted in duplicate to the Company's respective office. Purchase order number, Date and Supplier's Delivery note no. must appear on the Invoice. The Invoice not fulfilling this requirement will be returned.
- j) The Excise copy of the Invoice "Duplicate copy for Transporter" must be sent along with the consignment. Payment would not be released for the Excise Duty paid amount by Supplier, if this copy is not received by the Company.

3 Warranty and Replacement parts:

- a) Order acceptance also implies that the products or parts are warranted against defects of design, manufacture, assembly or operation and against all defects in material used for an agreed warranty period as per the order.
- b) Supplier shall give onsite comprehensive warranty for a minimum period of 3 years from the date of acceptance and shall remedy faults without undue delay and as per the SLA defined in Annexure 1.

c) In addition, the Supplier shall guarantee Ten (10) years availability of the essential spare parts/replacement parts needed to maintain & repair the products and the same shall be available for purchase by Company for a reasonable price. The company acknowledges that such replacement parts, may not be exactly the same throughout the above mentioned period, but the Supplier shall ensure that the form, fit & function shall be such that the replacement parts can continue to be used by the company as if the original parts had been available and further that the same are compatible with the system / equipment.

4 Indemnity:

a) Supplier shall indemnify and save harmless Company, its affiliates and their customers, officers, directors, and employees (all referred to in this clause as "Company") from and against any losses, damages, liabilities, interests, fines, penalties, and expenses (including reasonable attorneys' fees and court costs) that arise out of or result from any and all claims (1) of infringement of any patent, copyright, trademark or trade secret right, or other intellectual property right, private right, or any other proprietary or personal interest, and (2) related by circumstances to the existence of this order or performance under or in contemplation of it. Such indemnification shall survive the expiration or termination of this order.

5 Damage to third person / property:

a) The Supplier agrees to indemnify, defend and hold harmless the Company, employees, successors and assigns from and against any losses, damages, claims, fines, penalties and expenses (including reasonable attorney's fees and court costs) that arise out of or result from: (1) injuries or death to persons or damage to property in any way arising out of or caused by services performed by, or material provided by Supplier or persons furnished by Supplier; (2) assertions under Workers' Compensation or similar acts made by persons furnished by Supplier or (3) any failure of Supplier to perform its obligations under this order.

6 Intellectual Property Rights:

a) Intellectual Property means all processes, including business processes, domain names, ideas, data, inventions, discoveries, databases, documentation, data, codes, algorithms, Trade secrets, know-how, concepts, creations, developments, enhancements, works of authorship, programs, and technical, business and other information.

All Intellectual Property and Information furnished or made available by Company to Supplier is the exclusive property of the Company. All such Intellectual Property and Information shall be used by Supplier only in connection with the performance of the Services and this order, and all copies of the such Intellectual Property and Information, together with any associated or derived material, notes and/or summaries (whether handwritten or mechanically produced) shall be delivered back promptly upon request or upon the termination of this order and in case where company decides to give no further orders to the Supplier.

b) This information should not be utilized for providing same or similar services / products to any other party other than the Company. If the Supplier manufactures excess quantity than the order placed with him, he shall reserve the same for ultimate sale to the Company on its demand. On no account the Supplier will sell the products to any other party except with the written consent of the Company. The same condition applies to the supplies rejected by the Company at various stages.

c) Unless otherwise agreed between the parties hereto, all tools, equipments, dies, jigs, specifications and other material furnished by the Company or paid for by the Company shall be and remain the sole property of Company, and shall be plainly marked and/or otherwise clearly identified as Property of company. Such property shall be stored separate and apart from Supplier's own property and except only reasonable wear and use, such property in the possession of the Supplier shall be kept at Supplier's risk and Supplier shall be responsible for the maintenance thereof. At Company's request such property shall be insured at Supplier's cost in amount acceptable to the Company with loss payable to the Company. Such property shall be used only in connection with the performance of the orders for the company only. Such property shall be subject to Company's inspection, Company's immediate possession in demand and Company's total control. Such property shall be returned upon expiration or termination of this order.

d) If Supplier makes invention, devises or designs and develops a product, a method or process or know-how that competes with or is complementary to the information (specifications, drawings, test data or other information) furnished by Company, he shall forthwith intimate Company and grant to Company the right to use that Industrial Property Right, without any cost implication on Company's part. Any product cost reduction as a result of the above would be passed on to Company. The Industrial Property Right obtained through joint research of Company & Supplier shall become joint property of both the parties. However, it may be made sole property of either Company & Supplier upon consultation between Company & Supplier.

7 Confidentiality and Publicity:

a) All Intellectual Property & Information as defined in Article 6(a) furnished or made available by Company to Supplier is the exclusive property of the Company. All such Intellectual Property and Information shall be used by Supplier only in connection with the performance of the orders for the Company and the Supplier shall keep confidential & shall not disclose the same to any other party at any time during the life of this order and 3 (three) years after its termination, except where necessary to disclose the same to its employee or its subcontractors, for the purpose solely related to performance of the orders for the company and The Supplier shall take such steps as may be reasonably required to cause its employees or subcontractors to safeguard the confidentiality of such information, unless disclosure in confidence to a governmental agency is required by applicable law or governmental regulation or order.

b) The foregoing restrictions on disclosure & use will not apply to:

- Information which is or becomes generally known or available through no act or failure to act by Suppliers / its sub contractors - Information, which is, proved by written records as already known by Suppliers / Its subcontractors at the time of receipt.

c) Supplier shall not, without Company's prior written consent, engage in publicity related to this order, or make public use of any Identification in any circumstances related to this order. "Identification" means any semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other designation or drawing of company or its affiliates. Supplier shall remove or obliterate any Identification prior to any use or disposition of any material rejected or not purchased by Company/Ordering Company. Their use in any manner in relation to the products of Supplier not for use by the Company shall be strictly prohibited and in the case of violation of this condition the Supplier shall be liable to legal action.

d) Upon Company's written request, "Insignia", including certain trademarks, trade names, insignia, symbols, decorative designs, or packaging designs of Company, will be properly affixed by Supplier. Such Insignia will not be affixed, used, or otherwise displayed on the material furnished or in connection therewith without written approval of Company. Company must approve the manner in which such Insignia will be affixed in writing in accordance with standards established by Company. Company shall retain all right, title and interest in any and all designs, finished artwork, and separations furnished to Supplier

8 Force Majeure:

a) Neither Supplier nor Company shall be held responsible for any delay or failure in performance of any part of this order to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, beyond its control and without the fault or negligence of the delayed or non-performing party or its subcontractors. Supplier's liability for loss or damage to Company's material in Supplier's possession or control shall not be modified by this clause.

b) In the event such delay or non-performance continues for a period of at least sixty (60) days, the non-defaulting party may terminate, at no charge, this Order by giving notice to that effect.

9 Termination:

a) Each of the parties hereto not in breach of this order may, upon its election, and in addition to any other legal remedies that it may have, cancel and terminate this order without compensation, in the event of breach by the other party hereto of any provision of this order if such breach is not remedied by the other party within three(3) months after the notice requiring the same to be remedied is given to such party by any means of communication enabling the exact date of reception to be determined. The provisions of the order that by their nature are intended to survive shall survive following expiry or termination of this order including not limited to:

1. The warranty & replacement parts as set forth in clause 3,
 2. Special conditions of the contract/PO as set forth in Annexure 1,
 3. Satisfactory indemnification of the claims, if any raised on products supplied by the Supplier,
 4. The matters of Intellectual Property Rights set forth in clause 6,
 5. Not to sell the products to any other party using the information provided by the company as set in clause 6(b) and observe confidentiality as set forth in clause 7,
 6. Supply the balance products under this agreement / Purchase Order on the date of termination / expiry of agreement.
- b) On the part of Company, if the order is terminated as aforesaid the Supplier shall be paid for all the materials & services supplied & accepted in accordance with para9(a 5) above.
- c) In the event that this order is earlier cancelled or terminated pursuant to section 9(a) above by reason of the breach by either party, the Company shall have the right to demand the return of any or all of the technical information furnished by the Company to the Supplier and the copies & reproductions thereof and Supplier shall cease to use the Technical information for any purpose whatsoever.

10 Notices:

a) Any notice, report, request or demand to be given hereunder or under any statute shall be in writing in English language and may be provided by delivery from hand to hand, by mail or by courier service, by facsimile to the respective parties or to such other address of a Party as that Party may notify the other one from time to time. Any notice given as aforesaid shall be considered as received by the other Party after delivery and shall be considered as received in case of (i) delivery from hand to hand: when being delivered; or (ii) courier service: on the fifth business day following date of dispatch; or (iii) facsimile: upon confirmation of receipt in writing.

11 Arbitration:

- a) Any differences or disputes arising out of or in connection with this order shall be settled by an amicable effort on the part of both parties. An attempt to arrive at a settlement shall be deemed to have failed as soon as one of the parties to this Order so notifies to the other party in writing.
- b) If an attempt at settlement has failed, the disputes or differences arising out of or in connection with the present order shall be finally settled in accordance with the Indian Arbitration and Conciliation Act 1996 (Act) as amended from time to time by sole arbitrator appointed by the Company in accordance with the Act. The decision of such arbitrator shall be final and binding up on each of the parties hereto
- c) The place of arbitration shall be New Delhi, India.
- d) The arbitral award shall be substantiated in writing. The arbitral tribunal shall decide on the matter of costs of the arbitration.
- e) The language to be used in the arbitration proceeding shall be English.
- f) When any dispute is under arbitration, except for the matter under dispute the parties shall continue to exercise their remaining respective obligations under this agreement.

12 Ethics and Code of Conduct

- a) The Business Associate (or Name of party signing contract) agrees to conduct all its dealings with OMC, its management, employees and other business associates, in a very ethical manner..
- b) OMC, in its Code of Conduct strictly prohibits its employees from demanding / accepting or payment of illegal gratification in the form of bribes or kickbacks either in cash or in kind in the course of all their dealings with outside parties. A copy of OMC Code of Conduct is available to all Business Associates
- c) OMC also requires the Business Associate, to refrain from giving or attempting to pay illegal gratification / bribes / kickbacks to any employee of the company. Any attempts to provide such personal gratification to any OMC employee will be viewed in a very serious manner and where there is confirmation of such instances, it may lead to:
- Cessation of all business dealings with OMC
 - Blacklisting with OMC and its associates for any future business
 - Levy of a financial penalty
 - Reporting of matter to law enforcement agencies
 - Appropriate legal action, where necessary
- d) The Business Associate will also provide all possible assistance to investigate any possible instance of unethical behaviour Code of Conduct violation by any employee of OMC or an employee of the Business Associate
- e) The Business Associate will disclose forthwith any breach of the OMC Code of Conduct that comes to its knowledge
- f) All business Associates are expected to confirm their compliance to Ethical dealings on an annual basis, by signing a certificate to the effect that the Business Associate has complied to the OMC Code of Conduct in all their dealings with the company.
- g) Adherence to the time schedule and compliance with applicable laws is very important. Supplier is not entitled to change the time schedule specified by OMC and its customers at any stage. Failure on the part of SUPPLIER to comply with applicable laws to the extent of the Purchase Order/GTC shall constitute a material breach of the terms of this Purchase Order/GTC. SUPPLIER shall ensure that the solution and services supplied hereunder complies with all applicable laws.
- h) Supplier will inform OMC immediately of any inquiries, questions or issues raised by any authority [including but not limited to any statutory authority (ies)] or officials regarding and relating to OMC, as well as expeditiously notify OMC of any show causes, seizure or similar action and provide copies of any notices, memos, correspondences received from such authority. SUPPLIER shall not unilaterally file any response / reply to such an authority without the prior approval and vetting by OMC.
- i) Supplier shall maintain all requisite records, registers, accounts books etc., which are obligatory under any law as applicable to the work and

business of OMC and its customers and shall provide any information as may be required under any statutory obligation.

- j) Supplier agrees and undertakes, except as expressly permitted under this Purchase Order/GTC, to refrain from disclosing OMC and its customers Confidential Information to third parties without OMC and its customers' express authorization to do so.
- k) Supplier shall indemnify OMC and its customers against breach of any of the applicable laws, rules, regulations etc. including those pertaining to environment, explosives, labour, child labour etc.
- l) Supplier shall indemnify OMC and its customers for any claim on account of negligence or wrongful acts of omission and commission of employees of Supplier and / or its sub-contractors, agents or personnel.
- m) Supplier shall indemnify OMC and its customers for any claim on account of negligent application, misuse of systems, or failure to follow established procedure by SUPPLIER and/or its sub-contractors.
- n) Supplier shall indemnify OMC and its customers for any claim or action by, on behalf of SUPPLIER's personnel based on his or her employment with SUPPLIER, including claims arising under occupational health and safety, worker's compensation, provident fund or other applicable laws or regulations.
- o) Supplier shall be entirely responsible for deployment of necessary resources, equipment's, facilities etc. Further, SUPPLIER shall comply with all applicable statutes, including but not limited to the provisions of the Provident Fund and Miscellaneous Provisions Act, Employees State Insurance Act 1948, Minimum Wages Act, Payments of Wages Act 1936, Explosives Act 1884, Environment Protection Act 1986, Air (Pollution and Control of Pollution) Act, 1981, Water (Prevention and Control of Pollution) Act, 1974, Indian Electricity Act, 2003, Indian Boilers Act, 1923, etc. and its amendments; and rules there under, policies, state laws, regulatory orders, judicial decisions etc.

13 Governing Law:

This Order shall be governed by and construed in accordance with the laws of India, excluding any conflict of Law provision that would require the application of Laws of any other jurisdiction. The courts at New Delhi shall have the exclusive jurisdiction.

*****END OF THE GT&C*****

ANNEXURE - II - GST Terms and Conditions

1. Notwithstanding anything contained in the Agreement, the following provisions in relation to the Goods and Services Tax ("GST") shall be applicable and required to be adhered to by the Supplier.
2. The term 'GST' shall mean and include Central Goods and Service Tax (CGST), State Goods and Service Tax (SGST), Integrated Goods and Service Tax (IGST) and Union Territory Goods and Service Tax (UTGST) and Compensation cess (Cess).
3. The term 'GST Act' shall mean and include Central Goods and Service Tax Act, 2017 (CGST Act), State Goods and Service Tax Act, 2017 (SGST Act), Integrated Goods and Service Tax Act, 2017 (IGST Act), Union Territory Goods and Service Tax Act, 2017 (UTGST Act), the Goods And Services Tax (Compensation to States) Act, 2017, rules made thereunder and any other GST related legislation in India in force including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, along with any revisions, amendments or re-enactments and judgments, decrees, injunctions, writs, orders issued by any Court of Record or other requirement or official directive of any Governmental Authority or any person acting under the authority of any Governmental Authority or any statutory or regulatory authority.
4. The Supplier shall:
 - i. provide OMC, the valid PAN no. and state wise GST registration number(s);
 - ii. on an annual basis, the Supplier shall provide OMC a self-declaration that the Supplier is fully compliant with the GST laws, rules and regulations and the Supplier has not been black listed;
 - iii. correctly mention all requisite information, on the invoice and the GST portal, as required under the GST laws, including but not limited, to the correct amount, the place of supply, rate of tax, GSTIN of OMC etc.;
 - iv. on its invoices, correctly mention the purchase order number issued by OMC;
 - v. issue invoices, in compliance with the requirements under the GST laws and regulations and in a timely manner. Further it shall be the responsibility of Supplier to declare the details of the debit notes issued to OMC in their returns for the month during which such debit notes have been issued, not later than September following the end of the financial year in which supply or services was made or provided, or the date of furnishing of the relevant annual return, whichever is earlier;
 - vi. ensure that the invoice raised by Supplier should reach OMC not later than 7 days from the date of issuance of invoice;

- vii. ensure that outward supply return (GSTR-1) is filed correctly and shall declare correct information on the invoice raised to OMC and GST portal and in case of any mismatch the Supplier shall promptly make amendments or such corrective measures to ensure that OMC does not suffer any loss of credit due to such mismatch;
 - viii. upload appropriate invoice details on the GSTN (Goods and Service Tax Network) within the time stipulated by the GST laws or regulations;
 - ix. where a tax invoice has been issued by Supplier for supply of any goods or services as the case may be, and the taxable value or tax charged in that tax invoice is found to exceed the taxable value or tax payable in respect of such supply, or where the goods supplied are returned by OMC, or where goods or services supplied are found to be deficient, issue to OMC a GST compliant credit note;
 - x. within the timeline specified under the GST laws and regulations, accept the changes / addition / deletion made by OMC on GSTN portal on account of non-upload or incorrect upload of details on GSTN by the Supplier;
 - xi. in case where domestic reverse charge is applicable on supply of goods or services by Supplier to OMC under GST Act, the Supplier shall not charge any tax on invoice raised to OMC;
 - xii. be solely responsible for performing all compliances and making payments of GST, cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability arising either out of laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India or overseas;
 - xiii. raise invoice on the basis of Agreement signed;
 - xiv. issue GST compliant receipt voucher to OMC, where in terms of the agreement, OMC pays advance amount to the Supplier for supply of goods/ services. Further, the Supplier would be required to issue refund voucher as prescribed under GST Act in case no supply is made and no invoice is raised by Supplier to OMC or the value of goods or services is less than the advance amount paid;
 - xv. will provide relevant extract of GSTR 1 along with the proof of Tax.
 - xvi. provide to OMC reconciliation statement of all the supplies made or services rendered by it including the details of credit note, debit note or other documents as prescribed, by 30th September following the end of relevant financial year.
5. Supplier hereby acknowledges that under the Agreement, the place of supply under GST Act shall be the place of supply as determined under purchase order issued by OMC. It shall be the responsibility of the Supplier to intimate OMC well in advance in case of

deviation / disagreement with the place of supply as mentioned in the PO and on rate of tax, billing location, HSN code/ SAC code and other particulars stated in PO.

6. In addition to the above, in relation to the invoices, the Supplier shall ensure that:

- i. All details relating to the Supplier (name, address, GSTIN, place of supply, SAC/ HSN code etc.) and other mandatory details are correctly mentioned on the invoice;
- ii. invoices are raised at the correct registered premise of OMC so that OMC can avail credit and the Supplier shall ensure that the place of supply as per GST law is same as registered premise of OMC;
- iii. in case Supplier raises the invoice on an address other than agreed, it shall be the responsibility of the Supplier to modify and rectify the invoice in a timely manner;

7. Notwithstanding anything contained in the Agreement executed between the Parties, OMC will make the payment to the Supplier only after the invoice is uploaded by Supplier in GST outward supply return i.e. GSTR-1 and credit of GST is available (reflected in GSTR-2A) to OMC.

Notwithstanding anything contained in the agreement or any modifications thereof, OMC shall be within its right to deduct tax at source from any payments to the Supplier, as prescribed under GST Act. In case, OMC deduct the tax, which is not as per the law, OMC will reimburse the same to the Supplier.

8. The Supplier shall indemnify, hold harmless and defend OMC, from and against any claims, loss, costs, penalties arising out of due to the breach or due to any of the acts or omission on the part of the Supplier to comply any of the obligations mentioned above or otherwise or due to any reasons which is not in control of OMC, whereof OMC is not able to avail the tax credit under the GST laws and regulations.