

PURCHASE ORDER



thyssenkrupp Industries India Pvt. Ltd.

Station Road Pimpri, Pune, Maharashtra - 411018

Tel. : 020-27425461 Fax : 020-27425350

Email : contactus.tkii@thyssenkrupp.com

GSTIN : 27AAACK1947K1ZD

To,
PRORITES EQUIPMENTS PVT. LTD
GAT NO. 83, JYOTIBA NAGAR TALWADE, TALUKA HAVELI
Pune 411062
Maharashtra, 27
GSTIN : 27AAJCP4843L1ZW

"All Disputes Subject to Pune Jurisdiction"

P.O. No. : 2500019865 Ver.:

Date : 21.03.2022 V.Dt:

Vendor Code : 106614

To be quoted on all Relevant Correspondence

Purchase Org. : 1002
Our Reference No. :
Buyer : SHINTRE A. A.
Your Reference No. :
Project. : 2M.0067,1x125 TPH CFBC Boiler : Rungta Mines
Consignee (Ship to) :
Rungta Mines Limited DSP CPP PH 1C Cap 5
,Vill-Jharbandh,PO-Nimabahal,,
Via Meramandali, Dist Dhenkanal-759121
Orissa, 21 India
GSTIN : 21AABCR6463N1Z6
Terms of Delivery : CIP-Rungta Mines Site Basis

Please supply the following Material subject to Special Terms and Condition mentioned below. For all other terms and conditions please refer General Terms and Conditions printed overleaf

Sr No.	Material Code	Order Unit	PO Qty.	Rate (INR)	HSN Code	Other Charges			Basic value
	WBS Element / BOM Item		Tech. Doc. No.		Delivery Date				
	Material Desc.					CGST %	SGST %	IGST %	UGST %
00001	122600878	SET	1.00	505,000.00	84049000		0.00		505,000.00
	2M.0067.SFC.1W51 / 0010				30.07.2022				
	HP DOSING SYSTEM					9.00	9.00		
00002	122604499	SET	1.00	494,600.00	84049000		0.00		494,600.00
	2M.0067.SFC.1W52 / 0010				30.07.2022				
	LP DOSING SYSTEM					9.00	9.00		
Total no of Items :		2			P.O. Value (INR)				999,600.00
Amt. In Words (INR): RUPEES NINE LAC NINETY NINE THOUSAND SIX HUNDRED ONLY									

Packing And Forwarding : 0.00 %

Tax Code : GA : GST Input Tax Code for PO

SPECIAL TERMS AND CONDITIONS

1 Definitions

1.1 "Purchaser" shall mean thyssenkrupp Industries India Private Limited, Pimpri, Pune, India.

1.2 "Owner" shall mean Rungta Mines Ltd. having their branch office at Korian Bypass Road, Korian, Dhenkanal, Odisha, 759013 India.

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1.3 "Supplier" shall mean person / firm / company / party on whom Purchase Order is placed.

1.4 "Site" shall mean the location of Rungta Mines Limited, DSP CPP PH 1C Cap 50MW, Village-Jharbandh, P.O-Nimabahal, Via-Meramandali, Dist-Dhenkanal, 759121-Odisha, India.

1.5 "Sub-supplier / Sub-vendor" shall mean the person / firm / company / party to whom any part of the Order / Contract has been sublet by Supplier with the written consent of the Purchaser and/or Owner.

1.6 "Effective Date of Contract" shall be reckoned from date of Letter of Intent / Purchase Order issued by the Purchaser.

1.7 "Machinery and Equipment" shall mean and include the Machinery, Equipment, Components and Accessories required to be supplied by Supplier for 1 x 125 TPH(NCR) CFBC Boiler and its Auxiliaries at Site.

1.8 "Project" shall mean design, engineering, manufacturing and supply and performance guarantee test of 1 x 125 TPH(NCR) CFBC Boiler and its Auxiliaries at Site.

2 Scope of Supply

2.1 Supplier's scope shall be design, manufacturing, inspection, testing, painting, packing, forwarding and supply of Machinery and Equipment including but not limited to Quality Assurance and carrying out Performance Guarantee Tests in accordance with plans, procedures, specifications, drawings, codes and any other documents as specified by the Purchaser / Owner.

Scope of Supply of Machinery and Equipment and Spares are on CIP Site basis inclusive of packing and forwarding, and shall be in total conformity with the requirements of the Owner / Purchaser and as per attached Technical Specification.

2.2 Machinery and Equipment will be supplied in fully assembled or knocked down conditions. Knocked down Condition despatches are allowed only to accommodate transportation constraints. Assembly and erection at Site shall be the responsibility of and arranged by the Purchaser or Purchaser appointed Contractor at their cost with their tools, tackles, labour and consumables.

2.3 Any item(s) not listed but required within the specified scope and within the defined terminal points necessary for completion shall be deemed to be part of scope of supply of the Supplier.

3 Price Basis

3.1 The prices for Machinery and Equipment are on CIP Site basis including packing and forwarding charges. The freight / transportation and Insurance shall be arranged by the Supplier.

3.2 The price quoted shall remain firm till completion of the Project and shall not be subject to any escalation or variation on any account whatsoever at any time thereafter.

3.3 Any variation in quantities and / or scope up to +10% shall be carried out by the Supplier at the same price and on the same terms and conditions.

3.4 A detailed price break-up / billing schedule shall be furnished by the Supplier within 7 days from the date of receipt of Letter of Intent / Purchase Order. Any short supplies / miss-outs, identified at any stage of execution with respect to billing break-up qty. / billing schedule, shall not be considered as completion of supply under this Purchase Order even though billing has been fully completed.

4 Insurance

4.1 Supplier shall arrange at his expense the necessary insurance up to the Site. The Supplier shall arrange the necessary Insurance Policy at the Supplier's cost to cover all Transit Risks of the Machinery and Equipment from the Works of the Supplier / place of manufacture up to Site till completion of delivery and shall provide copy of the Insurance cover to the Purchaser. All risks of loss or destruction or damage to the machinery and equipment will be the Supplier's responsibility.

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4.2 In the event of damage or loss to the machinery and equipment or any part thereof the Supplier shall promptly make their claim on the Insurance Company. The Supplier at its own cost shall repair, supply or replace the machinery and equipment or parts of lost or damaged equipment.

4.3 Notwithstanding the extent of Insurance cover and the amount of claim available from the Insurance company, Supplier shall be liable to make good the full replacement / repair of all Machinery and Equipment and shall ensure their timely availability as per Project requirements without any additional financial liability to Purchaser.

5 Terms of Payment

90% (ninety percent) of the Purchase Order price along with proportionate GST shall be released on pro-rata basis within 30 (Thirty) days from the date of receipt of material at Site and after receipt of complete dispatch documents along with material receipt acknowledgement from Site, subject to satisfactory submission of relevant technical and other Project documentation (i.e. Material Storage manual, Erection manuals, O&M Manuals, as built drawings etc.) as per Document schedule mentioned in the Purchase Order.

5.4 10% (Ten percent) of the Purchase Order price along with proportionate GST shall be paid within 30 (Thirty) days against submission of Performance Bank Guarantee as per clause no. 4.2 of GCC equivalent to 10% of Contract Price.

6 Liquidated Damages

Supplier shall be liable to pay the Purchaser Liquidated Damages (LD) as follows:

6.1 Liquidated Damages for Delay in Delivery

In the event of any delay on the part of the Supplier to complete the supply within the agreed delivery date, Supplier shall be liable for LD @ 1 % (One Percent) of the Purchase Order price per week of delay or part thereof, subject to maximum 10% (Ten percent) of the Purchase Order price. Applicable GST shall be payable by Supplier on the LD amount. LD amount shall be calculated from date of receipt of material at site, irrespective of whether billing value is completed or not.

6.2 Liquidated Damages for Deficiency / Shortfall in Performance of Equipment

LD for Deficiency / Shortfall in Performance of Machinery and Equipment, Components and Accessories shall be as mentioned in Technical Specifications. Maximum LD for Deficiency / Shortfall in Performance shall be 10% (Ten percent) of the Purchase Order price. Applicable GST shall be payable by the Supplier on the LD amount.

6.3 Purchaser may, in addition to levying LDs, reject the Machinery and Equipment and/or demand replacement of the same within such time as may be extended, at the sole discretion of the Purchaser, or procure such Machinery and Equipment from any other party and any cost for such procurement shall be borne and paid by the Supplier. It is further agreed by the Supplier that LD on account of delay in supplies and on account of non-fulfilment of performance guarantees are mutually exclusive and therefore shall be applied independently. Purchaser shall have the right to deduct LD from any amount due or becoming due to the Supplier or from any of the Bank Guarantees furnished by Supplier by encashing the same through their bankers or by way of deduction from the Order value.

6.4 If the supplied Machinery and Equipment fails to meet the guaranteed parameters as mentioned in the Technical Specification, Supplier shall make necessary modification at Supplier's cost and risk to achieve performance within the defined guaranteed parameters. Even after modifications / corrections, if on demonstration the performance of Machinery and Equipment is beyond the limits of guaranteed parameters, such Machinery and Equipment, as the case may be, shall be liable for rejection and Supplier shall replace the same free of cost or Purchaser may procure such Machinery and Equipment from any other party and all costs and charges for such procurement shall be borne and paid by Supplier. Moreover, applicable GST shall also be payable by Supplier on the debit amount.

In case recovery of LD and debited costs cannot be recovered from the balance payable under this Purchase Order, then Purchaser reserves the right to recover dues from any other instrument and/or recourse available with Purchaser.

6.5 It is further agreed by Supplier that LD on account of delay in completion of supply and on account of non-fulfilment of Performance Guarantees are mutually exclusive and therefore, shall be applied independently.

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7 Warranty / Guarantee

7.1 Supplier hereby warrants to the Purchaser that the Machinery and Equipment has been designed, engineered and supplied in a manner so as to perform all its obligations under this Purchase Order using the skill, care and diligence to be expected of appropriately qualified and experienced professional engineers and manufacturers with experience in work of a type, nature and complexity similar to the work in accordance with good modern engineering principles and practices of international standards, using material and goods for incorporation into the Machinery and Equipment which are new unused and so that such material and goods and standards of all workmanship, manufacture and fabrication shall conform in all respects to the standards and codes of practice referred to in Technical Specifications and existing as on the date of commencement.

7.2 Supplier further warrants that the Machinery and Equipment supplied under this Purchase Order shall have no defect arising from design, materials or workmanship such that all the Machinery and Equipment are compatible and capable of being erected and commissioned for providing necessary Performance Guarantees.

7.3 Any part, parts or whole of the Machinery and Equipment found defective due to faulty Design, Materials or Workmanship 36 (Thirty-Six) months from the date of last material receipt at Site, whichever is later, shall be repaired or replaced by the Supplier at Site in full of part as required by the Purchaser.

7.4 All costs involved for such repair or replacements at Site shall be entirely to Supplier's account and work shall be executed to the Purchaser's / Owner's entire satisfaction.

7.5 Warranty period shall be extended by the period taken for rectifying such defects and the repaired / replaced Equipment or Parts shall be further warranted for a period of 12 (twelve) months from the date of repair / rectification or up to end of Warranty Period, whichever is later.

7.6 If proper repair of the installation of new parts in place of faulty ones is not possible immediately, Supplier shall, at his own expense, carry out a provisional improvement with the Purchaser's concurrence and shall carry out final improvement in accordance with Purchaser's instructions as soon as operating conditions permit.

7.7 If the Supplier fails to remedy the defect(s) within a reasonable period, the Purchaser shall proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under this Order.

7.8 In the event of any latent defects observed in the Machinery and Equipment during the post Warranty Period, but not later than 48 months from date of Commissioning, will be expeditiously rectified / replaced at mutually agreed terms and conditions.

7.9 In the event terms and conditions of any Warranty / Guarantee issued by the Supplier being contrary to or in contravention of the terms and conditions mentioned herein, such terms and conditions as mentioned herein shall override, supersede and prevail over the terms and conditions of the Warranty / Guarantee issued by Supplier.

7.10 Supplier shall furnish a Performance Bank Guarantee as per Purchaser's format for 10% of Order value towards satisfactory performance of the Machinery and Equipment at least 30 days prior to claiming the final payment. Performance Bank Guarantee should be established by a nationalised / schedule bank acceptable to the Purchaser. This Performance Bank Guarantee shall be valid until Warranty period.

7.11 In case of any replacement / repair / modification carried out during Warranty Period, no reimbursement will be made by Purchaser for the cost of materials / services and GST thereon.

8 Taxes and Duties (This should form part of PO)

8.1 Supplier should be registered under Goods and Services Tax Act 2017 (GST Act) and rules there under. Supplier shall prepare and submit Tax Invoice as prescribed under the said GST Act and Rules. Supplier shall file all Returns correctly within the statutory time limit prescribed under the GST Act and also deposit the tax in time. Purchaser will reimburse the applicable CGST and SGST or IGST paid provided the return is filed in time and the tax payable is also deposited in time. Supplier should provide confirmation about deposit of GST amount with Govt. treasury by way of Undertaking Enabling Purchaser to avail Input Tax Credit. In case Purchaser loses Input Tax Credit due to any fault of the Supplier, CGST and SGST or IGST amount

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along with interest at appropriate rate will be deducted from Suppliers further bills. Or they must pay by crossed cheque. Supplier will be fully responsible with cost and consequence for any of his mistakes, omission or any non-compliance under the applicable GST Act and Rules and will make good any loss incurred by Purchaser due to reasons attributable to them.

8.2 In case of delayed filing of returns or GST is paid late, the supplier is required to give a certificate from their jurisdictional tax Authorities certifying that no notices issued by them for recovering GST amount.

8.3 SGST and CGST or IGST shall be paid as applicable at actual at the rates prevailing on the date of Invoice. Supplier shall prepare Tax Invoice in triplicate in which "Duplicate for Transporter" in original shall accompany the consignment. "Original for Recipient" Tax Invoice (in original) shall be submitted to Purchaser for processing the payment.

8.4 All benefits accruing to Supplier due to introduction of GST Act shall be passed on to Purchaser.

8.5 No taxes and duties other than specified in the Letter of Intent / Purchase Order shall be payable by the Purchaser except in case of new taxes, duties imposed or levied by Government or statutory authorities subsequent to release of Purchase Order but within the contractual delivery period. Any increase in taxes and duties, new levies beyond contractual delivery date shall be to Supplier's account.

8.6 If Supplier is importing any material for assembly/ value addition at their Shop, Supplier/Sub-Supplier/ Sub-Vendor shall bear and pay full customs duty, arrange customs clearance and dispatch to their Shop at their own cost. Purchaser shall not reimburse any additional cost on such account to Supplier.

8.7 E-Way bills, as applicable, shall be issued by the Supplier. E-way bill is required to be handed over to transporter before goods are moved out of Supplier's Works. Any penalty imposed on account of non-issue / incorrect / expired E-Way bill shall be borne by Supplier and shall be to Supplier's account. As per Rule 134 of CGST Rules - 2017, E-way Bill in Form EWB-01 is to be generated by Supplier for all the supplies consigned to Purchaser or Owner or Purchaser's Sub-contractors by filling all relevant details in the Government's GST portal. No consignment should move out of Supplier's premises without valid E-way Bill. If any liability or penalty accrues to Purchaser on account of incorrect E-way Bill or contravention of any of the provisions of GST Rules- 2017; the same shall be to Supplier's account. A copy of E-way Bill shall be attached with Supplier's invoice for processing the payment.

8.8 In case during the transit, it is noticed that validity of E-waybill generated by you is getting exhausted before the goods reaches the destination, the supplier requested immediately to extend the validity period on E-Waybill portal ascertaining the remainder of time required for completion of the journey. In case, after issue of E-Waybill by the supplier, dispatch of material is cancelled because of any reason, the supplier shall immediately cancel the E-way bill electronically within 24 hours from generation of such E-Waybill or informs tkil to cancel the same after that but within 24 hours from the generation of such E-Way bill.

8.9 Tax Invoice is to be made indicating HSN with 4-digit number The consignment shall accompany documents such as LR, Duplicate for Transporters copy of Tax Invoice, Delivery Challan, Packing List, E-Way bill # Part 'A' & 'B' duly filled and any other applicable forms.

8.10 Supplier shall ensure that 100% of the required quantity shall be supplied so as to complete the Site erection work as per the billing break-up approved by Purchaser. Purchaser will not reimburse any GST on supply of "free of cost" / "leftover" / "miss-out" materials or Services rendered by Supplier after completion of 100% billing value.

8.11 Ensure Annual filing of GST return in Form GSTR9 and Audit Report in Form GSTR9C on timely manner.

8.12 As per the provisions of GST Act, 2017 effective from 9th October 2019 and amended from time to time, every registered person is required to upload the details of their outward taxable supplies i.e. details of tax invoice on the GST portal in GSTR-1 return regularly on or before the due date of filing the said return (which is 11th of the succeeding month). Based on which purchaser will be able to claim the GST ITC only for the transactions which are uploaded by the vendor. Therefore, supplier is requested to upload the data of their tax invoice on the portal regularly within the prescribed time, failing which loss of GST input tax credit to purchaser due to non-submission of the details will be recovered from the payments to the said supplier along with interest @ 2% per month.

8.13 In case of default in filing GSTR return, we reserve the right to deduct the GST amount along with 6% of the TAX INVOICE amount. Once return is filed, GST deducted amount will be released in full. However, 6% deducted extra will be retained to the extent of 2% for per month of delay.

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8.14 It may please be informed that E-Invoicing for a registered person with turnover of more than Rs.100 Crores is mandatory for all B2B transactions w.e.f. 01-04-2020. Supplier to take necessary steps in this regard and ensure that E-Invoices number and QR code is incorporated in the TAX INVOICE with valid E-Waybills are issued. Supplier is required to report their ERP (accounting software) generated invoice on the Invoice Registration Portal (IRP) and generate IRN i.e. Invoice Reference Number with QR code. Invoice of the supplier without valid IRN will not be considered as a valid tax invoice and accordingly GST amount will not be reimbursed.

8.15 Supplier should appoint only such transporter who is registered under GST.

9 E-Way Bill Declaration / Procedure

9.1 For dispatch of Material, E-way bill generated on the National E-way bill portal is mandatory w. e. f. 01-04-2018. As per Rule 134 of CGST Rules, 2017, E-way Bill in Form EWB-01 is to be generated by Supplier for all the supplies consigned to Purchaser or Owner or Purchaser's Sub-contractors by filling all relevant details in the Government's GST Portal. For all the movement of goods dispatched in the name of Owner, every consignment should accompany with E-way bill, in absence of which the movement of material will be illegal and will be detained by the authority attracting taxes & penalty.

9.2 Supplier will generate Part A of E-way bill showing Purchaser as recipient (Bill To) explained as above with their invoice details. Part B of the said E-Way bill will be generated by the transporter before the commencement of movement of material, without which the E-Way bill and movement of the material is invalid. Valid E-Way bill means Part 'A' and Part 'B' of both the E-Way bills duly filled with correct details.

9.3 Supplier needs to submit their invoice (Tax Invoice, LR Copy) along with valid E-way bill generated (i.e. Part 'A' and Part 'B') to Purchaser immediately. The tax invoice of Supplier is required enabling Purchaser for raising the tax invoice on the Owner.

9.4 Supplier is required to ensure that for each invoice separate E-Way bill is required to be generated. Any penalty imposed on account of non-issue / incorrect / expired E-Way bill shall be borne by Supplier and shall be to Supplier's account.

9.5 In case of transshipment of goods from one truck to another truck for any reason, the new truck number needs to be entered in the E-way Bill in the Govt. Portal by the transporter only.

9.6 The validity period of E-Way bill starts once part B of the E-way bill is updated. Hence, Part B of the way bill(s) issued by Supplier must be updated by the transporter with correct vehicle number, only when the vehicle is loaded and ready for despatch of material.

9.7 In case during the transit, it is noticed that validity of E- way bill is getting exhausted or exhausted before the goods reaches the destination, transporter is required immediately to extend the validity period on E-Way bill portal ascertaining the remainder of time required for completion of the journey. Supplier has to clarify this aspect to the transporter/driver of the vehicle before the movement begins.

9.8 In case, material is dispatched without valid E-Way bill (i.e. Incomplete information in Part A & B of the E-way bill) issued by supplier and the transporter OR material is dispatched on E-Way bill with incorrect validity period OR E-Way bill without extended validity period, then taxes / penalty / Interest etc., if any, on account of detention/seizure of material by the GST authorities, notice for demand of taxes, interest & penalties etc. shall be on supplier's account and the same will not be passed on to Purchaser in any manner what so ever.

9.9 In case, any material reaches site without valid E-Way bill then Purchaser has right to hold the payment of the corresponding invoice of Supplier. The Taxes / Interest / Penalties, if any, which Purchaser is required to pay to the authorities on account of such instances & irregularities in issuance of E-Way bill shall be on supplier's account.

9.10 In case, after issue of E-Way bill by the Supplier, dispatch of material is cancelled because of any reason, the Supplier shall immediately cancel the E-way bill electronically within 24 hours from generation of such E-Way bill or informs Purchaser to cancel the same after that but within 72 hours from the generation of such E-Way bill.

10 Other Terms

10.1 Purchaser's approval / comments shall be provided within 30 days from submission of drawings / documents.

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10.2 Purchaser's / Owner's Inspections shall be arranged within 21 days from date of Inspection Call.

10.3 Marking of Dispatch details on Consignment:

1. Each package/Drum delivered under the Contract shall be marked by Supplier as per details listed below and such marking must be distinct and in English language.

a) Name and address of the consignee (as per DI Provided)

b) Dispatched by: (Vendor name): A/c Alkyl Amines Chemical Ltd., Kurkumbh, Maharashtra

c) LR No. -

d) Package No. / Total Package No. e.g.: 1 of N, 2 of N; (where N=Total no. of packages in a particular consignment.)

e) Type of Supply: "Main equipment supply" / "Mandatory Spares"

f) "Commissioning Spares" as the case may be mentioned separately on each package.

2. "Main equipment supply" / "Mandatory Spares" / "Commissioning Spares" shall be packed separately.

3. Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc.

11 Acceptance of Order / LOI

Supplier declares and confirms that the terms and conditions set out hereinabove have been read and understood, which are conditions precedent to the acceptance of this Order and by signing herein below, Supplier hereby declares unconditional acceptance of this Order and agrees to be bound by all the terms and conditions mentioned herein above. Further, Supplier also confirms that no subsequent amendments / alterations to this Order shall be valid unless consented to by Purchaser expressly in writing.

1 Definitions

1.1 "Purchaser" shall mean thyssenkrupp Industries India Private Limited, Pimpri, Pune, India.

1.2 "Owner" shall be as defined in the SCC.

1.3 "Supplier" shall mean person / firm / company / party on whom Purchase Order is placed.

1.4 "Site" shall mean the location of Owner's existing plant as defined in SCC.

1.5 "Sub-supplier / Sub-vendor" shall mean the person / firm / company / party to whom any part of the Order / contract has been sublet by Supplier with the written consent of the Purchaser and/or Owner.

1.6 "Effective Date of Contract" shall be reckoned from date of Letter of Intent / Purchase Order issued by the Purchaser.

1.7 "Machinery and Equipment" shall mean and include the Machinery, Equipment, Components and Accessories required to be supplied by Supplier as specified in SCC.

1.8 "SCC" shall mean the Special Conditions of Contract, accompanying this GCC, which may vary based on contractual requirements for every specific project.

2 Scope of Supply

Refer SCC Clause no.2

3 Price Basis

Refer SCC Clause no.3

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4 Bank Guarantees

4.1 Supplier shall establish and furnish an Advance Payment Bank Guarantee strictly as per Purchaser's format from any Nationalised / Scheduled Bank approved by Purchaser, prior to claiming advance payment, which shall be kept valid for three months beyond the delivery completion schedule or actual delivery date, whichever is later.

4.2 Supplier shall establish and furnish a Performance Bank Guarantee strictly as per Purchaser's format from any Nationalised / Scheduled Bank approved by Purchaser, which shall be kept valid for six months beyond Warranty Period.

5 Inspection

5.1 Supplier shall submit Quality Plans for the Purchaser's approval within 15 days from PO or as otherwise specified in the SCC.

5.2 Inspection shall include but not be limited to Technical / Quality Inspection, Mechanical Run test (as applicable), Painting Inspection and Pre-shipment Inspection.

5.3 Colour photographs with date shall be submitted as positive evidence for assembly mock-ups / proof assembled parts and shall be part of final Inspection Dossier.

5.4 Inspection calls shall be complete with Inspection Dossiers consisting of internal inspection and Test reports and related material test certificates.

5.5 In addition, Inspection Dossiers shall be submitted in Electronic form organised as a PDF document in the form of an e-Book complete with bookmarks for easy transmission.

5.6 Supplier shall offer all items in one lot for final inspection, wherever applicable.

5.7 Supplier shall give a minimum of 15 (fifteen) day's clear notice of Inspection indicating the date as well as the exact place where the machinery would be ready for inspection and test. No machinery / equipment shall be despatched without inspection by Purchaser / Owner / Third party inspection agency appointed by the Owner and shall be inspected as per the approved Quality Plan.

5.8 All costs incurred for inspection like transport, labour, raw materials, electricity, fuel, stores, apparatus, instruments etc., as may be required to carry out the necessary inspection and testing as well as final testing either at the Supplier's premises or at their sub-seller's premises shall be to Supplier's account.

5.9 In the event of Supplier calling upon the Purchaser / Owner / Owner's inspection agency for inspection and / or test of the Machinery and Equipment and such inspection and / or test not being conducted due to reasons attributable to the Supplier, resulting in recalling of the Purchaser / Owner / Owner's inspection agency, all costs incurred for and incidental to such re-inspection and / or test shall be to the Supplier's account and shall be recovered from Supplier's dues.

6 Despatch Instructions / Clearance

6.1 Despatch clearance and instructions shall be issued only after successful inspection, test and acceptance of the Machinery and Equipment by Purchaser including Technical inspection, Painting Inspection and Pre-Shipment inspection. Such inspection by Purchaser / Owner / Third party inspection agency appointed by Owner shall not have the effect of absolving the Supplier of their contractual obligations.

6.2 Supplier should furnish packing list and package photos duly marked with shipping marks to issue despatch instructions / Clearance.

6.3 Supplier shall despatch all material strictly as per Purchaser's despatch instructions.

7 Delivery

7.1 Supplier shall strictly adhere to the delivery terms mentioned, it being expressly understood and agreed by and between Supplier and Purchaser that the Order for Machinery and Equipment and Spares are being awarded to the Supplier on the basis of representation made by the Supplier to the

PURCHASE ORDER



thyssenkrupp Industries India Pvt. Ltd.

Station Road Pimpri, Pune, Maharashtra - 411018

Tel. : 020-27425461 Fax : 020-27425350

Email : contactus.tkii@thyssenkrupp.com

GSTIN : 27AAACK1947K1ZD

"All Disputes Subject to Pune Jurisdiction"

P.O. No. : 2500019865 Ver.:

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Purchaser specifically agreeing and accepting timely delivery and that timely delivery is the essence of the Order.

7.2 The effective date for delivery shall be reckoned from the date of Letter of Intent / Purchase Order. Machinery and Equipment and Spares shall be delivered within 10-12 weeks from manufacturing clearance i.e. latest by 30.07.2022. All supplies shall be in sequence of erection and as per bar chart to be mutually agreed so as to achieve schedule of completion. Supplier shall co-ordinate with the Purchaser and shall synchronise all the activities including supplies to ensure that commissioning of the Machinery and Equipment by the Purchaser / Owner takes place in a timely manner.

7.3 In case delivery date is linked to supplier drawings, delivery date shall be calculated from date of manufacturing clearance on drawing by Purchaser & not from the date of final drawing approval.

7.4 In case of any delay/deferment by Supplier on agreed delivery date for reasons attributable to Supplier, visit charges by Purchaser representatives for expediting activities shall be debited to Supplier.

8 Transportation

8.1 Supplier shall arrange the transportation of all Machinery and Equipment at its own cost up to Site.

8.2 Supplier should appoint only such transporter who is registered under GST.

8.3 Supplier shall inform ODC parts, if any, along with dispatch locations during order finalisation.

9 Insurance

Refer SCC Clause No.5.

10 Despatch details

10.1 Supplier shall provide weight schedule break-up for every Machinery and Equipment in their scope of supply for planning of erection activities at Site by Purchaser.

10.2 For consignment within India, Supplier shall notify Purchaser, within 24 hours, full details of despatch including description of Machinery and Equipment, quantity, E-Way Bill, GC Note No. and Date. Supplier shall thereafter send scanned copies of despatch documents through email.

10.3 In case of overseas shipments, Supplier shall notify Purchaser, within two working days, full details of despatch including description of Machinery and Equipment, quantity, vessel name, Bill of Lading No. and Date, port of loading, date of shipment, port of discharge etc.

11 Documentation to be provided on delivery

11.1 One copy of the Supplier's Tax invoice (Duplicate for Transporter copy), Delivery Challan, E-way Bill, GC Note and Packing List showing Machinery and Equipment description for each item.

11.2 Material receipt acknowledgement copy from End Owner confirming material delivered & received at site in good condition.

11.3 Inspection Clearance Certificate issued and signed by the Purchaser/Owner/Owner's nominated inspection agency.

11.4 Photographs of consignments loaded on Truck prior to despatch (stage-wise loading photos, if applicable).

11.5 All other documents required as per Purchaser's despatch instructions.

11.6 Purchaser's Certificate confirming that Supplier has completed submission of all required documents and performed all engineering services required for civil design, erection, site fabrication & commissioning.

11.7 Notice of Insurance by email for having intimated to insurance company.

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11.8 Supplier must obtain acknowledgement from Lorry Driver for having handed over the "Duplicate for Transporter" in original, Tax Invoice and send such acknowledgement slip along with "Original for Recipient" in original to Purchaser.

12 Performance Guarantee Tests

12.1 Performance Guarantee Tests means the tests specified in this Order, which are to be carried out by Supplier in the presence of Purchaser / Owner to verify Machinery and Equipment supplied to fulfil the performance requirements of this Order.

12.2 Should any Machinery and Equipment or any portion thereof fails under these tests to meet the Performance Guarantees, then any further tests, which may be considered necessary by the Purchaser / Owner shall be carried out in similar manner by Supplier.

12.3 The performance measurements shall be undertaken and operated in accordance with Supplier's recommendations for maximum life and integrity.

12.4 In addition to the test measurements required by agreed test standards, it may be necessary to log additional measurement to provide baseline operational data. These extra readings shall be defined by Purchaser and agreed with Supplier as part of programmed testing.

12.5 If any Machinery and Equipment is found to be defective or fails to achieve the Performance Guarantees, Supplier shall investigate the cause and undertake to rectify and replace, free of cost to Purchaser, defects in Machinery and Equipment and prove the achievement of Performance Guarantees within a period of 30 (thirty) days from the date of such Machinery and Equipment found defective or failing to achieve the Performance Guarantees and if Supplier fails to prove the achievement of Performance Guarantees within the said period of 30 (thirty) days from the date of first Performance Guarantee Test, Purchaser shall charge / levy Liquidated Damages. However, if any of the Performance parameters of Machinery and Equipment fall below the parameters as set out above, the same shall be liable for rejection, in addition to the Liquidated Damages so charged.

12.6 Supplier shall be responsible and liable for the entire Scope of Machinery and Equipment for achieving the performance parameters so guaranteed.

13 Supervision of Erection and Commissioning

13.1 Supplier's offer shall include recommended Supervision at Site to be specified in days on per diem basis, which will be discussed and concluded during Order negotiation.

13.2 Deputation of Site Supervisors shall be carried out within 7 days from the date of intimation by the Purchaser.

13.3 No expenses shall be admissible for reimbursement and Suppliers shall claim only per diem charges, which shall be inclusive of all expenses.

13.4 Supplier shall furnish the Service Report & Time Sheet duly signed by the Purchaser and Owner for processing of Service Bills as per per-diem rate agreed during Order negotiation and in line with provisions of the Work Order, which will be issued separately. GST and TDS shall be applicable as per rules for the Service bills.

13.5 The number of Man-days will be counted from the date on which the Seller's supervisor reaches Site and shall be counted till he leaves the Site.

13.6 All Insurances of Supplier's personnel shall be arranged for and paid by the Supplier.

14 Painting

The painting / coating of the Machinery and Equipment shall be carried out as per the requirements of Purchaser without any additional cost to the Purchaser.

15 Packing and Marking

The necessary packing and forwarding charges are included in the price of the Equipment. The type of packing shall be transport worthy packing as per

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manufacturer's standard practice. The Supplier shall be totally responsible for the safe and secure packing of the Machinery and Equipment and Spares to avoid any loss or damage during transit. In the event of any damage or loss of Equipment, Components, Accessories and Spares during transit due to inadequate packing or during warehousing, the same shall be replaced by the Supplier within the shortest possible time at his own cost.

16 Features / Delivery Conditions

16.1 Use of Zinc Chromate Primer, Asbestos or any other material, which is statutorily prohibited for use, shall not be used during manufacturing and in the final product.

16.2 All Grade 4.6 fasteners and hardware used shall be standard plated fasteners (10 microns) except where any further process is required on fasteners after installation in which case MS-Black grade of fasteners is acceptable. Surface treatment for fasteners Grade 8.8 or above and special fasteners as per manufacturer's norms.

16.3 All Machinery and Equipment shall be delivered in the finish painted condition as applicable.

16.4 The Equipment and assemblies shall not be supplied in abnormally knocked down condition and where applicable, all components and Equipment shall be dispatched completely assembled. Delivery should be in such stages as would require only minimal erection, assembly, and labour. For components which are too large for packing and dispatch, wherever possible these shall be pre-assembled in the shops, match marked and then dismantled for shipment.

16.5 For fabricated parts requiring assembly at site, at least 10% additional quantities of required fasteners, hardware and foundation bolts shall be supplied loose, separately packed and identified, along with main supply.

16.6 For other items, at least 10% additional quantities specifically of holding-down, fixing or foundation bolts as applicable shall be supplied loose, separately packed and identified, along with main supply.

16.7 Necessary lifting lugs / hooks shall be provided on all equipment for handling. These Lugs / Hooks shall be painted yellow in colour and if required, necessary support / protection should be provided to avoid any damage during transit.

16.8 Supplier shall procure bought-out items only from reputed sub-suppliers as per the approved list of makes communicated by Purchaser. Deviation (if any) will not be accepted.

16.9 Nameplates shall include all relevant Technical information and Order information. Adequate safety guards for all rotating machinery and other safety devices shall be provided.

16.10 All special tools and assembly aids mentioned in Machine manuals or otherwise required either for installation or operation or maintenance of equipment shall form part of Supplier's scope and Prices for main supply shall include such tools. A list of such tools shall be provided with the offer, even though not specifically mentioned, but required at site.

16.11 Supplier shall ensure that all communication and documents are submitted in English.

17 Spare Parts

17.1 Commissioning Spares shall form part of Supplier's scope and price quoted for main supply shall include supply of such spares. Purchaser reserves the right to add to this list during order negotiation. No commissioning spares are applicable for this item as informed by supplier.

17.2 A list of recommended spares for 2 years operation shall be furnished (wherever required) along with the main offer and the validity of price of spares shall be for a minimum of one year from date of placement of Purchase order for main equipment.

17.3 Supplier shall replace, free of cost, any spares that may be used during Commissioning of Machinery and Equipment and components in his scope of supply. Supply of spares by Supplier shall not relieve the Supplier of any warranty obligations under this Purchase Order.

17.4 Supplier shall render on usual and current terms of business, efficient and prompt after sales service. Supplier shall not withhold or refuse to

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supply any parts, components, devices, materials or services, as the case may be, to keep the said Machinery and Equipment in good working condition and healthy state of affairs.

17.5 Supplier shall not quote or supply any items / spares or render any services related to this project to the Owner directly or indirectly during the course of execution of this project and till the project is successfully closed by the Purchaser. In the event of Supplier receiving enquiry directly from Owner then Supplier shall take written consent from the Purchaser before offering items / spares and/or services. Supplier further warrants that his actions in such case shall not affect interests of the Purchaser in any manner including additional costs / liabilities.

18 Completeness of Order

18.1 It has been agreed and understood by Supplier that this Purchase Order has been placed on them on the clear understanding that such Machinery and Equipment supplied by the Supplier are to be utilised for the Project and thus the Supplier agrees and undertakes for the correctness and completeness of their entire scope of supplies and further agrees to do all such acts, deeds things necessary at their cost, for ensuring successful execution of the Project.

18.2 Supplier shall undertake complete responsibility for total Performance of the Machinery and Equipment supplied by and shall indemnify and keep indemnified the Purchaser for any claims made by the Owner in respect of any deficiency in completion of the scope of supplies.

18.3 Supplier hereby expressly undertakes full responsibility for correctness and completeness, quality of all supplies, timely deliveries as per stipulated schedule of deliveries and faultless operation of the Machinery and Equipment and Spares, free of any defects and defaults.

18.4 Machinery and Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment, and/or needed for erection, completion and safe operation of the equipment. They may not have been specifically detailed in the respective specifications, unless included in the list of exclusions. All similar standard components / parts of similar standard equipment provided shall be interchangeable with one another. Supplier shall not be eligible for any extra payment in respect of such mounting, fixtures, and accessories.

19 Binding Weights

19.1 Supplier shall give approximate weights along with their offer and this information shall form part of the Purchase Order.

19.2 An open tolerance on the higher side and (-) 5% on the lower side shall be allowed on these weights at the time of delivery. In case weights of equipment delivered are lower beyond the permitted tolerance, pro-rata deduction from payments shall be made.

20 Short Supply / Left-out Items

Short supplied or left out items in Supplier's scope of supply shall be delivered by Supplier, entirely at his own cost, risk & consequence, to the Owner up to Site. Supplier indemnifies the Purchaser in respect of any claim made by Owner in respect of such short-supplied or left out Machinery and Equipment.

21 Document Schedule

21.1 Documents shall be submitted strictly as specified in the schedule given below.

21.2 Following Licensed Software shall be used for drawings and documentation:

- a) MS-Office 2010 or higher: MS-Word, MS-Excel,
- b) MS Project, Primavera (Latest versions)
- c) AutoCAD 2012 or higher
- d) Adobe Acrobat 9.0 or higher

Drawings prepared using AutoCAD software shall be drawn true to scale. Not to Scale (NTS) drawings are NOT ACCEPTABLE.

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21.3 Drawings should be of Standard ISO Sizes. Maximum size shall be limited to A1 wherever possible.

21.4 Title block for Drawings shall be as per Purchaser's pattern, which will be provided on first submission of documents.

21.5 Dimensioning on Drawings should be in the metric system and as per International Standards.

Table-1: Document Submission Schedule (To be read in conjunction with Sr. No. 15.1 for LD)

Sr. No. Brief description of Documents/Drawings No. of copies Time for Submission Approval of the Purchaser LD Applicability

1 L1 / L3 Bar Chart showing item-wise Schedule indicating activities e. g. Engg., Procurement, Manufacturing and Delivery etc. Soft copy (By email) Within 15 days from issue of Letter of Intent / Purchase order Review Yes

2 Progress / Status report Soft copy (By email) 27th day of every month till completion of supply Review No

3 G. A. Drawing, Foundation Load Data and other list of documents as required by Purchaser for approval or as an input for further engineering Soft copy (By email) - First submission within 7 days from issue of Letter of Intent / Purchase order - Subsequent submissions within 7 days from Purchaser's comments, if any Approval Yes

4 Datasheet (Motor and Instruments), Electrical Drawings etc. Soft copy (By email) Within 10 days from issue of Letter of Intent / Purchase order. Approval No

5 Air and Water requirement, if any Soft copy (By email) Within 15 days from issue of Letter of Intent / Purchase order. Review No

6 Detailed Billing break with Deliverables list / Dispatchable units (DU) list Soft copy (By email) Within 15 days from issue of Letter of Intent / Purchase order. Approval No

7 Quality Plan in prescribed format Soft copy (By email) Within 15 days from issue of Letter of Intent / Purchase order. Approval No

8 Inspection Call mentioning date of readiness, place, contact person and inspection stage By email 15 days before date of inspection Review No

9 Despatch Documents like Tax Invoice, Packing List, E-Way bill, GC Note 1 Set Original + 2 Copies - Scanned copies within 24 hrs of despatch - Original documents within 2 working days Info No

10 Storage and Erection manual

Operation and Maintenance Manual (As per enclosed manual TS # Annexure V)

As-built / final drawings 8 Sets of print and Soft copy as PDF eBook 15 days before start of supply

30 days before completion of supply Info Yes

22 Progress Report

22.1 Supplier shall, at monthly intervals, prepare and submit formal written and quantitative reports to Purchaser on progress of supplies / activities with reference to the Project Schedule, in a format approved by the Purchaser/Owner and in sufficient details allowing Purchaser to assess performance, plan witness dates and evaluate forecasts including reports on key sub-contracts. Within 10 days of submission of each such report and at such other times as Purchaser may reasonably request, Supplier and Purchaser shall meet to discuss the progress. Each monthly progress report shall be submitted no later than 27th day of the month in respect of which it is made, reporting report on actual progress up to the 25th day of the month and anticipated progress thereafter. Monthly progress report shall include the following:

- Description of supplies and services performed during the preceding month
- Updated Project Schedule showing progress to the end of month (as percentages complete of Supplier's activities broken down into significant elements of supplies and services) and current schedule of activities and targets for next month
- Status of major raw material ordering and receipt details.
- Photographs of equipment showing progress of manufacturing / readiness.
- Identification of areas with foreseeable problems relating to scope or change in Project Schedule
- Such other information and supporting documentation as Purchaser / Owner may reasonably request

22.2 Supplier shall submit the progress report every month in soft copy. Purchaser shall have the right to depute his representative at the Supplier's premises or any of its sub-supplier to ascertain progress of work. Supplier shall as and when required by Purchaser, give Purchaser access to all scheduling information prepared by Supplier in respect of supplies and services and permit Purchaser's representative to attend and fully participate in

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scheduling and progress meetings. All monthly progress review meetings shall be held at site / Pune or at such other place as advised by Purchaser.

22.3 The submission, receipt and acceptance of such progress report shall not prejudice the rights of Purchaser under this Purchase Order nor shall operate as an estoppel against the Purchaser merely by the reason of the fact that Purchaser has not taken notice of or objected to any information contained in such report.

23 Waiver

23.1 Failure of Purchaser / Owner to insist upon performance of any of the terms and conditions of Order shall not be deemed a waiver of any rights or remedies that Purchaser / Owner may have and shall not be deemed a waiver of any subsequent default under the terms and conditions of this Order. Purchaser / Owner shall have all rights and remedies given under this Order and now or hereafter existing in law or by statute.

23.2 Purchaser shall be entitled to recover all costs, charges, damages, or expenses which Purchaser / Owner may have paid, for which Supplier is liable under this Order. Such recovery can be made by Purchaser from any sum then due or which at any time thereafter may become due to Supplier under this or any other Purchase Order with Supplier. Should this sum be not sufficient to cover the full amount recoverable, Supplier shall pay to Purchaser / Owner, on demand, the remaining balance due.

24 Sub-Contracting and Assignment

24.1 Supplier shall not assign this Purchase Order or any part thereof to any third party.

24.2 Supplier may subcontract any part of this Purchase Order on any other supplier only as per the Approved Vendors/Sub-contractors list with locations, submitted and agreed upon and forming part of this Purchase Order. However, such subcontracting shall not absolve the Supplier of any of his obligations under this Purchase Order.

25 Patents

Supplier undertakes that existing Letters of Patent of third parties or any other intellectual property rights of third parties are not infringed by the execution and use of Machinery and Equipment supplied by them. In the event that nevertheless claims should be made by third parties for infringement of Letter of Patent or any other intellectual property rights, Supplier shall hold Purchaser harmless from any liability on account of such claims.

26 Indemnity

Supplier shall indemnify and hold Purchaser / Owner harmless from all claims, losses, demands, causes of actions or suits arising out of Machinery and Equipment, services furnished by Supplier under this Order. Supplier shall also indemnify Purchaser against all third-party claims and infringement of trademarks and/or patents.

27 Suspension

Purchaser may suspend the supplies in whole or in part at any time by giving Supplier notice in writing to such effect stating the nature, the date and anticipated duration of such suspension. On receiving the notice of suspension, Supplier shall stop all such supplies which Purchaser has directed to be suspended with immediate effect. During suspension, Supplier shall protect, store, secure and insure such parts of the supplies against any deterioration, loss or damage.

28 Termination

In the event of any breach of the terms and conditions by Supplier under this Order, Purchaser shall give 15 days' notice in writing to Supplier for rectifying, making good or remedying the breach. On Supplier's failure to rectify, make good or remedy the breach within the agreed time schedule, Purchaser shall forthwith be entitled to terminate this Order either in full or in part at any time thereafter and recover all corresponding costs incurred by Purchaser.

29 Force Majeure

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Force Majeure shall comprise of any circumstances beyond the reasonable control of either party which prevent or impede the due performance of the work under this Order including but not limited to the following matters:

acts of God like earthquakes, floods, storms, cyclone hurricane, etc.

acts of States, direct and indirect consequence of wars (declared or undeclared), hostilities, act of terrorism, national emergencies and civil commotions.

Mere shortage of labour, material and utilities shall not be constituted as Force Majeure. Any strike, lock out or other industrial action by workers or employees of Contractor and/or his subcontractors and/or power shortage of Contractor end/or his subcontractor's works is excluded from above and shall not be considered circumstances of Force Majeure.

If either party is prevented or delayed from or in performing any of his obligations under the Order by Force Majeure, then the said party may notify the other party within 8 days of the circumstances constituting Force Majeure supporting the documentary proof of "beginning" and "end" of all such impediments, specifying the matter constituting Force Majeure and of the obligations, performances which are thereby delayed or prevented. The party giving such notice shall thereupon be excused from the performance or punctual performance, as the case may be, of such obligation for so long as the Force Majeure circumstances and corresponding delays may continue.

30 Arbitration

Any dispute in which amicable settlement could not be reached by and between the Parties in connection with or in relation to this "Purchase / Work Order" shall be referred to arbitration according to the provisions of Arbitration and Conciliation Act, 1996 and its subsequent amendments in force. Arbitration shall be conducted by three arbitrators, each party shall appoint one arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding arbitrator. Venue and seat of arbitration shall be Mumbai, Maharashtra, India.

31 Governing Laws and Jurisdiction

This Order shall in all respect be governed by and interpreted in accordance with the Laws of India. All disputes arising out of or pertaining to this Order shall be subject to the exclusive Jurisdiction of Pune Courts.

32 Confidentiality and Non-Disclosure

Supplier shall not disclose any confidential information received from Purchaser or otherwise acquired during the course of performance of this Order to any third party without prior written consent of Purchaser, provided that Supplier shall have the right to disclose such confidential information only to the extent necessary and required to be provided to its sub-suppliers for proper performance of this Order.

33 Anti-bribery and anti-corruption

Supplier shall refrain from sending any gifts to any of Purchaser's employees. This refers to gifts offered in the context of business transactions as well as personal gifts, or gifts given on the occasion of religious or national holidays such as, e.g., Christmas or New Year. In any case, Supplier shall also refrain from sending gifts to any private addresses of Purchaser's employees. Purchaser would highly appreciate any efforts on Supplier's part to prevent any uncomfortable situations that may be in conflict with tkil compliance guidelines and that may arise if Purchaser's employees need to refuse, reject or return gifts.

Supplier shall comply with Supplier Code of Conduct (SCoC) of thyssenkrupp Ref. No. TKSCoC V1.0, May 2013. Anti-Bribery Policy, No Invitation Policy is covered in this declaration. It is mandatory to submit the duly signed and stamped copy of SCoC as per tkil guidelines.

34 Acceptance of Order / LOI

Supplier declares and confirms that the terms and conditions set out hereinabove have been read and understood, which are conditions precedent to the acceptance of this Order and by signing herein below, Supplier hereby declares unconditional acceptance of this Order and agrees to be bound by all the terms and conditions mentioned herein above. Further, Supplier also confirms that no subsequent amendments / alterations to this Order shall be valid unless consented to by Purchaser expressly in writing.

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IMPORTANT :

1. Please mention your PAN Number, Bank account number, Bank name, MICR, RTGS, NEFT / IFSC Code. Number on your invoices enabling us to affect payment by electronic mode to your account.
2. Please mention your Vendor Code No., Purchase Order No., Material Code No., Item Sr. No. of Purchase Order in Your Delivery Challan & Bill.
3. Price will remain firm and fixed till completion of this Order.
4. It is essential for supplier / subcontractor to comply with applicable statutory & regulatory requirements.
5. Please submit Tax invoice incorporating CGST & SGST or IGST. Also adjust advance & retention amount as per payment terms of purchase order. Your tax invoice should show CGST & SGST or IGST on full supply value without adjusting advances / retention.
6. GST on advance payment shall be payable only on completion of supply and payment of GST on the 100% supply by the vendor.
7. After paying advance, vendor should raise the receipt voucher with all details as prescribed under GST law.
8. Tax Invoice shall be as per GST law.
9. In case goods are exempted, issue bill of supply as per GST law.
10. You are required to file GST return in time & also pay the taxes in time. In case of any discrepancy GST amount will be withheld till issue is resolved.
11. In case desired documents are not submitted within the stipulated time, deduction equivalent to the liability of the company shall be made out of the forthcoming payment to the supplier including out of retention.
12. All benefits accruing to you on account of GST is to be passed on to us by reducing price as per section 171 of CGST & SGST Act.
13. Wherever the Vendor prepares the bill, the Vendor has to ensure that GST amount is paid & it is reflected in the GSTN Portal, without which payment of GST cannot be released.
14. The SGST /CGST/ IGST will be re-imbursed only when supply is made and accordingly paid on a pro-rata basis on the supply invoice.
15. The SGST/CGST/IGST on retention amount shall be paid only during release of retention.

GENERAL TERMS & CONDITIONS

1. PRICE
 - i) Prices mentioned in this purchase order are firm and no deviation shall be considered under any circumstances.
 - ii) Supplies in excess of the ordered quantity & all charges for handling excess supplies, including transport (inward / outward) shall be entirely at suppliers risk & cost.
2. DELIVERY
 - i) Delivery is the essence of this contract. Goods must be delivered to our works to our authorized transporter/rail on or before the due date.
 - ii) Goods must be suitably packed as per the trade practice to avoid damage in transit.
 - iii) Despatch documents in duplicate must specify correct order number description and quantity and gross value of goods on each delivery challan.
 - iv) Goods will not be accepted without delivery challan.
 - v) In case of goods not being despatched within the stipulated time, we may at our discretion purchase the same from another party, to avoid production delay. The difference in the price in such cases will be to your account.
 - vi) Goods rejected shall have to be replaced by you free of cost promptly. Till such period the goods are replaced we hold the rejected goods at your risk and cost.
3. INSPECTION
 - i) Goods supplied should be strictly to our approved sample/drawing/make or specification mentioned in the purchase order.
 - ii) Supplier must ensure and guarantee the goods despatched/manufactured are strictly to such specification and necessary test certificate/test pieces to that effect are to be furnished to us as and when called for by us.
 - iii) All the goods will be subject to the final inspection at our works.
 - iv) Whenever materials are supplied by us for further processing and the same are damaged or spoiled at your end cost there of will be recoverable from you.
 - v) Casing rejected due to foundry defects while machining shall have to be replaced by you free of cost.
4. PAYMENT
 - i) Tax Invoice should be raised in triplicate mentioning order numbers and challans.
 - ii) Bill will be passed in accordance with terms of this order. Any extra charges in the bill but not mentioned in the Purchase Order will be disallowed.
 - iii) Payment of bill is normally in 45 days from the date of your invoice in our Office or from the date of receipt of material in our stores whichever is later unless otherwise mentioned in order.

PURCHASE ORDER



thyssenkrupp Industries India Pvt. Ltd.

Station Road Pimpri, Pune, Maharashtra - 411018

Tel. : 020-27425461 Fax : 020-27425350

Email : contactus.tkii@thyssenkrupp.com

GSTIN : 27AAACK1947K1ZD

"All Disputes Subject to Pune Jurisdiction"

P.O. No. : 2500019865 Ver.:

Date : 21.03.2022 V.Dt:

Vendor Code : 106614

To be quoted on all Relevant Correspondence

iv) All despatch documents must be mailed to us directly unless otherwise stipulated in this purchase order. In case of documents negotiated through Bank G.C.

Note, L.R. etc. must accompany the documents.

5. NON-WAIVER

Our failure to insist upon strict performance of any of the terms and conditions incorporated in this order to failure or delay to exercise any right or remedies herein or by

law or failure to promptly notify you in the event of breach or the acceptance of or payment for any goods hereunder or approval of design shall not release you of any of

your warranties or obligations and shall not be deemed waiver of any of our right to insist upon the strict performance thereof or any of the right or remedies as to any such

goods regardless of when goods are despatched, received or accepted, nor shall any purported oral modification or revision of this order by us operate as waiver of the

terms thereof.

6. SECRECY

All technical information, drawings, specifications, patterns, toolings, equipments provided by us and other related documents forming part of this order are our property

and shall not be used by you for any other purpose except execution of this order. Without our consent in writing the technical information

drawings specifications and

other documents shall not be duplicated, modified, divulged and or disclosed to a third party nor misused in any other form whatsoever by you to the extent required for the

execution of this order. Drawings specifications and details received from us shall be our property and shall be returned by you on demand or on completion of this order

whichever is earlier.

7. SUPPLIER'S CODE OF CONDUCT

The Supplier shall comply with Supplier Code of Conduct (SCoC) No. TKSCoC V1.0, May 2013 consisting of Company's policy on prohibition of corruption and bribery, invitation and gifts, preventing conflict of interest, unrestricted competition, money laundering etc. The said SCoC has been shared with the Supplier and the Supplier by signing and affixing the Company seal has confirmed its acceptance and compliance of the said SCoC.

Supplier is hereby requested to refrain from offering any gifts in the context of business transactions, as well as personal gifts, gifts given on the occasion of religious or national holidays for e.g. Christmas, Deepavali, New Year at the business address or at the residential address of the employees of thyssenkrupp. We request strict adherence of this requirement to avoid any uncomfortable situation that may arise in case employees of thyssenkrupp requires to refuse, reject or return the gifts offered to them in order to comply with the guidelines of thyssenkrupp.

8. ENFORCEMENT OF TERMS

Our failure to enforce at any time any of the provisions of this order or any rights respect thereto or to exercise any option herein provided shall no way be construed to be

a waiver of such provisions right or in any way to effect the validity of this order. The exercise by use of any of our rights herein shall not preclude or prejudice us from

exercising the same or any other rights we may have hereunder.

9. GENERAL

The terms and conditions expressly provided herein shall be final and supercede and prevail over the condition lay down or Stipulated elsewhere. You shall not be entitled

to transfer your rights and obligation under this order to a third party without our written consent. On your signing the duplicate of this purchase order the parties hereto

bind themselves to abide by the terms and conditions mentioned herein and this shall be constructed for purposes as being a binding contract / agreement entered into at

Pune.

10. CANCELLATION

i) We reserve the right to cancel this order should the material not be delivered within the stipulated period, or they are not found to the make or brand or

specification drawing mentioned in the order.

ii) For the cancellation thereof we do not hold ourselves responsible for Vendor's loss of material capacity tooling or of business or for any other reasons.

11. IMPORTANT EHS General requirements (Environment, Health & Safety)

i) Supplier should use non-hazardous and biodegradable material for packing. Supplier should avoid using plastic for material packing.

PURCHASE ORDER



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- ii) Supplier to include end of life treatment, recycling and disposal instructions in their Operations and Maintenance Manuals for the products and packing material being supplied.
- iii) Supplier to optimise the number of shipments to reduce the impact on environment due to transportation.

Above "General Terms & Conditions" shall be applicable unless stipulated otherwise, specifically, elsewhere in the purchase order.

ACCEPTANCE OF TERMS & CONDITIONS:

The supplier shall acknowledge the receipt of this Purchase Order and confirm their acceptance to the same in writing within 3 days of receipt of this Purchase Order, failing which, it shall be deemed that the order is unconditionally accepted by the supplier. Read and accepted the above terms.
For thyssenkrupp Industries India Pvt. Ltd.

Authorised signatory.

This PO is electronically authorized in the system hence no signatures required.