



Larsen & Toubro Limited, Construction.

PB No 979, Mount-Poonamallee Road, Manapakkam, Chennai 600089, Tamilnadu, India

SCM Purchase Order - E9408PO4000135 - Revenue and Domestic - Dt.17-Sep-2014

Job : LE130198 - PT - H-IE-Power Supply & Scada- Stage 4-HMRL-5 **MR Number** : E9408EMR4000119 DT: 04-Sep-2014

LST Reg No : 36360127899 **CST Reg No** : 36360127899

Our Ref : E9408OFR4000152 DT: 10-Sep-2014 **Your Ref** : E9408OFR4000152/1 DT: 10-Sep-2014

Vendor : V0026280 - ABHYUDAYA MARKETING SOLUTIONS
PLOT NO 63/A, F NO 102 ,SAI SRINIVAL ENCLAVE , VENKATRAYA NAGAR COLONY ,NIZAMPET ,HYDERABAD ,TELANGANA ,INDIA ,500090 ,G RESSY MAHESH , ,952023459 , ,CABLETRAYS@ROCKETMAIL.COM ,AEJPM2144Q

Delivery Warehouse : 3545 - POWER SUPPLY AND SCADA-STAGE FOUR
,LARSEN & TOUBRO LIMITED,CONSTRUCTION ,C/O HYDERABAD METRO RAIL PROJECT LIMITED,4TH FLOOR ,Q 2,CYBER TOWERS,HITEC CITY MADHAPUR ,HYDERABAD ,Telangana ,INDIA ,

Delivery Period From : 17-Sep-2014 To 20-Sep-2014 **LD Clause** : Not Applicable

Delivery Term : AT OUR SITE STORES **Payment Centre** : Shared Service Centre - Accounting Center

Created By : ARCHANA T DT: 17-Sep-2014 **Auth By** :

Remarks : contact Mr Jagan 9550823735 Delivery within 3 days For payment, In the invoice kindly mention the item code against each item, PO No, MRN no. and the Bill registration number.

Payment Terms : 1. 100.00% After the Receipt of Materials within 30 Days by Cheque

Material Details

Values In : INR

Sl.No	Material	Amd No	UOM	Quantity	Basic Rate	Net Rate	Amount
1	770603022 GRATINGS AS PER DRAWING AND SPEC.	0	m ²	63.000	4736.00	5422.7200	341631.36
Total Items : 1		PO Net Value : (Indian rupee Three Lakh, Forty-One Thousand, Six Hundred and Thirty-One and Thirty-Six Paise Only)					341631.36

Material Wise Tax Breakup

Material Description	Tax Rate Components	Tax %	Value
770603022 - GRATINGS AS PER DRAWING AND SPEC.	Sales Tax - Value Added Tax-ITC Eligible - VAT @ 14.5% - TELANGANA	14.50	43263.36



Terms & Conditions

1. Any special conditions mentioned in the purchase order shall be read in conjunction with the general purchase conditions and all other documents forming part of this contract, Where any portion of the general purchase conditions is repugnant to or at variance with any provisions of the special conditions, the special purchase conditions shall prevail to the extent.

2. The seller shall acknowledge the receipt of the purchase order within seven days from the date of this order and shall thereby confirm his acceptance of this purchase order in its entirety without exception. With seller's acceptance of provisions of this purchase order, he waives and considers as cancelled any of his general sales conditions.

3. The terms and conditions of this purchase order constitute the entire agreement between the parties hereto. Changes if any, will be binding only if the same are made in writing and signed by the authorized representatives of both the Buyer and Seller.

4. DELIVERY TERMS:

a. Delivery Date: Time of delivery as mentioned in the purchase order, shall be the essence of the contract and no variation shall be permitted, except with prior authorization in writing from the buyer.

b. Place of delivery: The goods shall be delivered/dispatched strictly as per the instructions in the purchase order.

c. Delayed Delivery: The time and date of the delivery as stipulated in the order shall be deemed to be the essence of the contract in the case of delay in execution of the order beyond the date of delivery as stipulated in the order or beyond any extension in writing sanctioned by the buyer the buyer shall at his option either:

i. Accept delayed deliveries at a price reduced by a sum/percentage mentioned in the purchase order for every week of delay or part thereof.

ii. Cancel the order in part or in full and purchase such cancelled quantities from elsewhere on account of and at the risk of the seller without prejudice to his rights under (i) above in respect of goods delivered.

d. Delays due to "force majeure"; In the event of causes of 'force majeure' occurring within the agreed delivery terms, the delivery date may be extended by the buyer at this option on receipt of application from the seller without imposition of liquidated damages. Only those causes which depend on natural calamities, civil wars and national strikes which have a duration of more than seven consecutive calendar days are considered as the causes of 'force majeure'. The seller must advise the buyer, by a registered letter duly certified by the Local Chamber of Commerce on Statutory Authorities, the beginning and the end of the cause/s of delay immediately, but in no case later than 10 days from the beginning and end of each cause of "force majeure" as defined above.

e. The goods shall correspond with the description or the samples or the original specification thereof in full detail and must be delivered and dispatched within the stipulated time, as the case may be, otherwise the same shall be liable to be rejected and the seller shall be deemed to have wrongfully neglected to deliver the goods according to the contract. The buyer shall in that event, at his discretion, be entitled to either purchase such goods from other sources on seller's account after due notice to seller in which case the seller shall be liable to pay to the buyer difference between the price at which such goods have been purchased and the price calculated at the rate set out in this order or to hold the seller liable to pay the buyer damages for non-delivery of goods for such wrongful negligence.f. Packing: Goods supplied against this order must be suitable and properly packed.(Conforming to special condition stipulated by the buyer, if any) for safe and/or undamaged transport by road or rail.

5. EXAMINATION OF GOODS : Irrespective of the fact that the goods are delivered to the buyer by the seller's place or at buyer's said office or are dispatched as per buyer's instructions, by rail or by road, the goods shall always be supplied, subject to detailed inspection at the buyer's said office or such other destination as specified in the order for ascertaining whether the goods are in conformity with the contract or not and until then the buyer shall be deemed to have not accepted such goods and upon any rejection of goods in question, the seller shall be deemed to have failed to deliver the concerned goods in accordance with the contract.

6. REJECTION/REMOVAL OF REJECTED GOODS AND REPLACEMENT: Within 15 days from the receipt of the intimation from the buyer of his rejection to accept the goods, the seller shall remove at his own cost the rejected goods from the buyer's office or wherever such goods are lying. The buyer shall not be in any way responsible for or be held liable for any loss or deterioration of the rejected goods whatsoever and such goods shall be entirely at the seller's risk. The seller shall pay to the buyer reasonable storage charges for storing such rejected goods for a period exceeding 15 days as aforesaid.

7. BILLS & INVOICES: All bills/invoices for supplies made bearing sales tax registration number of the seller, should be marked to the Accountant, Larsen & Toubro Limited of the place from where purchase order originates in triplicate, duly endorsed with Purchase Order Reference Number and be Date invariably accompanied by advice of dispatch, detailed packing list and should also be accompanied by an appropriate certificate necessary under the sales-tax legislation. Such bills/invoices will be paid for by the buyer within number of weeks of receipt thereof as mentioned in the purchase order, unless otherwise a different period is agreed and incorporated in the purchase order.The seller must follow the billing instructions carefully to enables settlement of your dues,Disregard of the same may involve delay in such settlement. The Seller must ensure the following information in their bills: (1) Vendor Code Number (2) Purchase Order Item, Number, (3) Materials Code if any, which information will be available in the Purchase Orders.

8. WARRANTY: The seller warrants that all materials and/or workmanship shall be of first class quality and standard and the material supplied under this purchase order shall be suitable for the purpose for which the same is intended to be used. The seller shall guarantee that the material shall be in strict compliance with the specification and requirements agreed upon and further agrees that all materials/goods shall be repaired or replaced as the case may be at his own expense, in case the same have been found to be defective in respect of materials,workmanship, design of process of manufacturing, within a period of twelve months after the same have been put in to use or 18 months from the date of acceptance of the goods by the



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buyer, whichever is earlier.

9. RIGHTS OF THE BUYER TO SET OFF: The buyer shall be entitled to recover from the seller any sum/s due to the buyer on account of any damage/s or otherwise, whether in respect of supplies under this order or under any of the their previous purchase orders, by deducting such sums from the amount due by them to the seller in respect of supplies made under this order or any of their prior or subsequent order.

10. CANCELLATION: The buyer reserves his right to cancel this purchase order or any part thereof and shall be entitled to rescind the contract wholly or in part after a written notice to the seller if (i) the seller fails to supply in accordance with the terms of the purchase orders, (ii) any legal proceedings initiated against the Seller for liquidation or bankruptcy, (iii) the seller fails to deliver the goods on time and/or replace the rejected goods promptly, (iv) the seller makes general assignment for the benefit of the creditors, (v) Receivers appointed in respect of property of the seller. The buyer shall also be entitled to cancel this order without assigning any reason/s or becoming in any way liable for such cancellation, provided that in such event, the buyer shall accept the goods already manufactured in accordance with this order and pay for the same.

11. NON-WAIVER: Failure of the buyer to insist upon any of the terms or conditions incorporated in the purchase order or failure or delay to exercise any rights of remedies herein or by law, or failure to properly notify the seller in the event of breach of, acceptance of, or payment for, any goods hereunder or approval of design, shall not release the seller and shall not be deemed a waiver of any right of the buyer to insist upon the strict performance thereof or of any of his or their rights or remedies as to any goods, regardless of when goods are dispatched, received or accepted.

12. CONTRACTUAL OBLIGATION: The product/parts covered by this order shall be manufactured by the seller to the buyer's drawings and specifications. These drawings and specification are buyer's exclusive use and ownership, which the seller shall have no right to dispute on any grounds whatsoever. It shall be obligatory on the seller's part not to divulge or cause to divulge the process, details of manufacture or caused to be manufactured or enter into any direct or indirect sales of these products/parts nor solicit or entertain any enquires for these products/parts by the seller or through others at any time hereafter. Any enquiry received by the seller for these products/parts, howsoever, should be sent to the buyer forthwith. The seller's failure to carry out his obligations herein shall mean breach of contract which shall entitle the buyer at any time to take steps to prevent the seller from continuing the breach and also to claim damages for such breach.

13. NO ASSIGNMENT: This purchase Order shall not be assigned to any other agency by the seller without obtaining prior written consent of the buyer.

14. The Parties represent and warrant to one another that at all times during the subsistence of this agreement the parties are independent contractors. At no point of time the seller shall represent to any third party that they are the sole supplier to the buyer or the agent of the buyer and further shall not enter in to any contract with any third party on that basis. Without limiting the foregoing the seller agrees that it will not during or after the term of this agreement represent to any person that they act for on behalf of the buyer or make use of seller's name or advertise their relationship with the seller without seller's express written consent in each instance.

15. Severability: In the event of one or more provisions of this agreement shall, for any reason, be held by any court of appropriate jurisdiction to be invalid, voidable or unenforceable in any respect such holding shall not affect any other provision of this agreement.

16. Dispute Resolution: All disputes and differences arising out of or in connection with this agreement shall in the first instance be settled amicably by mutual negotiation between the authorised representatives of both the parties herein failing which the said disputes and differences shall be referred to arbitration by Sole arbitrator to be appointed by the buyer herein. The arbitration shall be conducted in accordance with the Arbitration and conciliation Act, 1996 and/or any statutory modifications thereof. The venue of such arbitration shall be Chennai and the award passed by the tribunal shall be final and finding on the parties.

17. JURISDICTION: All disputes relating to this agreement shall be subject to the Court of competent jurisdiction situated within the limits of Chennai.

18. CENTRAL SALES TAX 'C' FORM: A single 'C' Form will be issued by our appropriate Regional Office cumulatively for all supplies effected by you upto the end of Asstt. period i.e 31st March OR on completion of entire supplies against any Purchase Order unless the Order is likely to be placed again.

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