



L&T Heavy Engineering

A Brand of Larsen & Toubro Limited

Larsen & Toubro Limited

Registered Office :

L&T House, N. M. Marg

Ballard Estate

Mumbai 400 001, India

Tel: + 91 22 6705 0505 Fax: + 91 22 6705 1350

CIN:L99999MH1946PLC004768

Purchase Order

Business Partner: ADON003 ADONI TECH SUVARNA LAGHU UDYOG, SATARA ADDL MIDCADDL MIDC KODOLI SHED NO 39 SATARA MAHARASHTRA INDIA 415004		Order No: 06L003422 / AASHISH BHOSLE Order Date: 17-May-16 Amendment No.: 0 Amendment Date: 17-May-16	
Contact Person: MRS VIDYA ADAVANI E-mail: adonitech@gmail.com Tel (O): Tel (M): 2162240695		Buyer: AASHISH BHOSLE E-mail: AASHISH.BHOSLE@LARSENTOUBRO.COM Tel (O): 5962 Tel (M): 9773056661	
PO Description: PO Value: 29700.000 INR Amount in words: Twenty Nine Thousand Seven Hundred INR Only			
Payment Term: P45 -45 days Delivery Term: FRD- Free Delivery @ L&T Liquidity Damage (L/d): NA			
Digitally signed by ANIL SHARAD KULKARNI Date: 2016.05.20 10:43:00 +05:30 Reason: Approval of Purchase Order Location: Larsen & Toubro Limited		For Larsen & Toubro RAMESH KUMAR HEBBAR DGM - MATERIALS Heavy Engineering	

THIS PURCHASE ORDER HAS FOLLOWING REFERENCES:-

- 1) YOUR QUOTATION NO - 2 DATED - 29/04/2016
- 2) OUR E-MAIL DATED - 04/05/2016

Line	Seq.	Description	Quantity (Unit)	Price Per Unit INR	Discount(%) INR	Landed Cost Charges INR	Excise INR	VAT / CST INR	ST INR	Total Line Value INR
10		Item: QRLS-03030300	12(nos)							
		Item Description:	DAMPER							
		Warehouse:	TLEX01 Talegaon Exempt Warehouse							
		Delivery Location:	LARSEN & TOUBRO LIMITED. TALEGAON							
		Freight Mode:	By Road							
		Weight / Unit (Kgs):	0							
		Contract:	C06160013							
		Additional Details:	Supply of Damper as per specifications. COC, warrantee certificate & operating manual to be provided along with Damper							
	1	Project	Quantity (Unit)	Confirmed Delivery Date						
		S060013	12.000(nos)	30-May-16						

Material Value INR	Total Landed Cost Charges INR	Total Excise Duty INR	Total VAT / CST INR	Total Service Tax INR	Total PO Value INR

Notes:

Notes:

Terms & Conditions :

1. Prices :

- Prices include – material cost, testing, manufacturing as per drawing, packing, forwarding & transportation to L&T, Talegaon.
- Price terms : FOR L&T, Talegaon.

- c. Prices shall remain firm and unchanged till complete execution of Order.
2. Taxes & duties:
Extra as mentioned in PO line. However it will be as applicable at the time of delivery.
3. Shipping & Billing address :
AT L&T TALEGAON ON FOLLOWING ADDRESS
M/S LARSEN AND TOUBRO LTD,
HEAVY ENGINEERING DIVISION,
PLOT NO: A5/A7/A10/A11,
TALEGAON MIDC,VILLAGE NAVLAKH UMBRE
TALUKA-MAVAL,DISTRICT – PUNE – 410 507
4. Drawing & specification - reference drawings &/or technical specifications mentioned in PO lines may call for revision for technical changes. L&T shall communicate the revisions in drawing to supplier, whenever is applicable. Supplier shall ensure & destroy the all old revision drawings, available at your end and send a confirmation to L&T.
5. Inspection - By L&T.
6. Despatch schedule - As per mentioned in Po line.
You should submit weekly progress report during lifecycle of the PO.
Final Inspection by L&T.
7. Testing & Documentation:
a) Testing - as per L&T specification / purchase order.
b) Supplier shall furnish following documents as a part of supply -
- Invoice
- Packing list
- Compliance Certificate
- Warranty Certificate
L&T's purchase order no. Shall be clearly mentioned in above mentioned certificates.
8. Quality: Material shall be free of any manufacturing defects. In the event of any defect, noticed after receipt of the material at our site/at our subcontractor's works the same shall be replaced free of cost by M/s. Adoni Tech at the earliest.
9. Packaging, forwarding, Transport & Insurance is in vendor's scope.
10. All documents to be submitted to L&T before final clearance.
11. Material to be delivered only after receipt of ICS from L&T QC.
12. Packing- All material shall be packed in sturdy wooden / packing boxes to avoid spillage, pilferage or transit damages. You should ensure preservation of the material as per details available on the drawing.
Item description and PO line no should be mentioned on item packing.
Packing & marking:
All packages shall be marked with the following details:-
L&T ref. PO no. :
Name of shipper :
Customer : m/s Larsen and Toubro limited.
Net weight (in kgs) :.....
Gross weight (in kgs):.....
No. of packages : (eg. – 1 of 5 , 2 of 5...etc)
Loose parts within each of the packing shall be identified individually wrt to PO lines.
13. Payment terms : 45 days credit from date of receipt of goods.
14. For any payment related issues, kindly contact our PRCC division:
Ms Venetia Barretto
Post receipt co-ordination cell (PRCC)
Email id -venetia.barretto@larsentoubro.com
Contact no - 022 45040607
15. You should mention PO line nos on challan, invoice and item packing.
Description in supplier's sales invoice shall be as per the purchase order. Also ensure that invoice value is in line with purchase order value. In case of any mismatch, please inform buyer.
16. Further correspondence shall be only with :
Larsen & Toubro Limited - Powai campus.
Heavy Engineering Division, DNA Materials
G4 bldg, 1st floor, Gate No : 1,
Saki vihar raod, Powai, Mumbai - 400072.
Kind Attn : Aashish Bhosle
Tel : 022 6705 5962.
Fax : 022 6705 1611.

ENVIRONMENT, SAFETY AND HUMAN RIGHTS REQUIREMENTS

1. Supplier/Contractor shall take full responsibility for the Health and Safety of their Employees during the operations.
2. The Supplier/Contractor has to follow the statutory government rules related to contract labour, Factories act, Industrial dispute acts, Child labour act, Employees Insurance act and any other acts related to employees as brought by Government from Time to Time.
3. They would also provide training to their employees regarding safe working procedures.
4. The Supplier or his subcontractor shall not employ any child below the age as prescribed by Local Government rules.
5. The Supplier or his subcontractor shall not employ any methods of forced labor for their operations.

GENERAL CONDITIONS OF PURCHASE

1. Any special conditioned mention 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, special purchase conditions shall be deemed to override the provisions of the general purchase condition and shall to the extent of such repugnancy or variance, prevail.

2. The seller shall acknowledge the receipt of the purchase order within seven days following the mailing 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 the purchase order he waives and considers as cancelled any of general sales conditions.

3. The terms and conditions of the purchase order constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by the authorised representatives of the buyer and seller.

4. DELIVERY TERMS:

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

b) Place of Delivery: The goods shall be delivered / despatched strictly as per the instructions in the purchase order.

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

i) Accepted delayed deliveries at price reduces 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 the causes of force majeure occurring within the agreed delivery terms, the delivery date can be extended by the buyer on receipt of application from the seller without imposition of penalty. Only those causes which depend on the natural calamities, civil wars and national strikes which have a duration of more than seven consecutive calendar days are considered the causes for force majeure. The seller must advise the buyer by a registered letter duly certified by the Local Chamber of Commerce or Statutory Authorities, the beginning and the end of the cause/s of delay immediately but in no case later than ten days from the beginning and end of each cause of force majeure as defined above.

e) Goods: The goods shall correspond with the description of samples of the original specification thereof in full detail and must be delivered and despatched / 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 in which case the seller shall be liable to pay to the buyer any 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 the order must be suitably and properly packed. (Confirming for special conditions stipulated by the buyer, if any for sale and or undamaged transport by road or rail or sea or air).

5. EXAMINATION OF GOODS : Irrespective of the fact that the goods are delivered to the buyer by the seller at the seller's place or at buyer's office or are dispatched as per buyer's instructions, by the rail or by road or by sea or by air, the goods shall always be supplied subject to detailed inspection at the buyer's site or such other destination as specified in the order for ascertaining whether goods are conformable with the contract or not and until then in no event the buyer shall be deemed to have 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 five days from the receipt of intimation from the buyer of his rejection to accept the goods, the seller shall remove at this own cost the rejected goods from the buyer's site at wherever such goods are laying. 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 at the seller's risk entirely. The seller shall pay to the buyer reasonable storage charges for storing such rejected goods for a period exceeding fifteen days as aforesaid.

7. BILLS / INVOICES: All bills / invoices for supplies made bearing sales tax registration number of the seller should be marked to Finance & Accounts Department,, in triplicate duly endorsed with Purchase Order Reference Number and Date and be in variably 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 or unless otherwise agreed and incorporated in the purchase order.

NOTE: Kindly follow the billing instructions carefully to enable early settlement of your dues. Disregard of the same may involve delay in such settlement. Please note to mention the following information in your bills: (1) Vendor Code Number. (2) Purchase Order Number (3) Purchase Order Line Number. (4) Item Code Number, if any. This will always be available in the Purchase Order sent to you.

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

9. RIGHT 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 their previous purchase orders by deducting such sum from the amount due by them to the seller in respect of supplies made under this order or any of their previous or subsequent orders.

10. LIEN OVER GOODS:

It is explicitly agreed by and between the seller/contractor and the buyer that, the seller / contractor shall, at no time, have any lien, whether general or special or in any other manner whatsoever, over/on the buyer's goods lying in the possession / custody of the seller / contractor or any other person on behalf of the seller / contractor, whether such goods are handed over to the seller / contractor or such other person for the purpose of processing such goods or for any other purpose whatsoever.

11. CANCELLATION : The buyer reserves his right to cancel his purchase order or any part thereof and shall be entitled to rescind the contract wholly or in part in a written notice to the seller if : (i) The seller fails to supply in accordance with the terms of the purchase order. (ii) The seller goes bankrupt or goes into liquidation. (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) Receiver is 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 in 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.

12. 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 or remedies herein or by law, or failure to properly notify seller in the event of breach or the acceptance or payment of 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 remedied as to any such goods regardless of when goods are dispatched, received or accepted.

13. CONTRACTUAL OBLIGATIONS: The products / parts thereof shall be manufactured by you to L&T's drawings and specifications. These drawings and specifications are L&T's property and for L&T's exclusive use. You hereby agree that you shall have no right to dispute this. It shall be obligatory on your part not to divulge or cause to divulge the process details or manufacture or cause 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 yourself or through others at any time hereafter. Any enquires received by you for these products / parts howsoever should be sent to us forthwith. Your failure to carry out your obligations herein shall mean breach of contract which shall entitle us at any time to take steps to prevent you and also to claim damages for such breach.

14. NON-ASSIGNMENT: This purchase order shall not be assigned to any other agency by the seller without obtaining prior written consent of the buyer.

15. DISPUTES & JURISDICTION: All disputes between the seller and the buyer arising under / pursuant to this order or relating to the price payable there under or any other matter relating to this order shall be settled by arbitration of a sole arbitrator appointed by the mutual consent of the seller and the buyer under and in accordance with the provisions of the Arbitration & Conciliation Act, 1996. Further, disputes if any, arising out of execution of this order / contract shall be subject to the exclusive jurisdiction located within the limits of District.

TALEGAON		
EXCISE-ECC NO. AAACL0140PXM059	CST 27850300132C	VAT 27850300132V
PAN AAACL0140P	SERVICE TAX AAACL0140PST062	
RANGE	RANGE-III (TALEGAON-I),DIVISION -PUNE-1, EXCISE BHAVAN,NEAR AKURDI RAILWAY STATION, PUNE-411044	
DIVISION	DIVISION- I (TALEGAON) -PUNE-1, EXCISE BHAVAN,NEAR AKURDI RAILWAY STATION, PUNE-411044	
ADDRESS	Talegaon Complex A-5,7,10,11 MIDC Talegaon, Village Navlakh Umbre, Pune 410507. India	