



PURCHASE ORDER

L&T-MHI Power Turbine Generators Pvt Ltd

Gate No. 8A, Hazira Works, West
Surat Hazira Road, P.O. Bhatha
Dist. Surat 394510 Gujarat INDIA
Telephone : 0261-280-8295 Fax :

PO NO. :LMTG/T15/21001-54784/ VKJ

ANNEXURE - I

Page No:1 of 1

L&T-MHI Power Turbine Generators Private Limited

Item No	Material/ Service Code Cost Code	Material / Service Description Cost Code Description	Total PO Quantity	Unit	Rate / Unit (INR)	Item Total Value (INR)	Scheduled Quantity	Delivery Date
1	BC96CON77561	Solar Inverter SE-TH60 TL3 60 KWp Make- THEA 5 YEARS WARRANTY- 100 % REPLACEMENT INCASE OFA NY FAILURE Max. Input Power 72,000W Max. Input Voltage 1100V Max. Input Current 132A (33A/33A/33A/33A) Start Operating Voltage / MPPT Voltage Range 250V, 200V-960V MPPT Operating Voltage Range(Full-Load) 620V-850V Protection Support (i) Input DC switch (ii) Anti-islanding protection (iii) AC overcurrent protection (iv) AC short circuit protection (v) DC reverse connection (vi) AC & DC surge protection SPD type II (vii) Insulation resistance detection (viii) Leakage current detection (ix) GFCI protection (x) PV string fault detection (xi) String Fuse protection General Topology Transformerless	1.000	NOS			1.000	10.02.2023
	LMTG.PEM.POWER SYS-CONS	Power System Consumables Tax: GST: IGST 12% Ded	Subtotal(Inc. Tax):					

Summary:

Total Gross Price
Total IN: Integrated GST

Total Value (Rounded off to) : INR
Rupees -



L&T-MHI Power Turbine Generators Private Limited

PURCHASE ORDER

L&T-MHI Power Turbine Generators Pvt Ltd

Gate No. 8A, Hazira Works, West
Surat Hazira Road, P.O. Bhatha
Dist. Surat 394510 Gujarat INDIA
Telephone : 0261-280-8295 Fax :

PO NO. :LMTG/T15/21001-54784/ VKJ

ANNEXURE - II

Page No: 1 of 5

1.0 References:

AS PER THE QUOTATION DT: ON 09.01.2023.

2.0 Payment Terms:

100% ADVANCE PAYMENT AGAINST READINESS OF MATERIALS.

3.0 General Terms & Conditions:

1) PRICE :

Total Gross Price is mentioned in Annexure I on FOR Hazira basis.

The prices shall remain firm till the completion of the Contract irrespective of variation in prices/ taxes/ duties/ levies on input raw material/ bought-out items, foreign exchange fluctuation in international currencies, freight or any other charges.

2) SCOPE OF WORK :

The scope of work shall include design, engineering, procurement, manufacture, assembly, painting, quality assurance, inspection, testing, Roadworthy Wooden case safe packing & forwarding (with all the auxiliaries/ accessories, spares, special tools & tackles for start-up/ commissioning) and supply of material as mentioned in Annexure I.

3) PRICE BASIS :

Total Gross Price indicated above is on F.O.R. (Free on Road) Hazira Basis. Transportation and Transit Insurance from Vendor#s works to Purchaser#s site at Hazira is in the scope of the vendor. Vendor to take transit Insurance on Warehouse to Warehouse basis.

4) TAXES & DUTIES :

All taxes/ duties/ levies, etc. as applicable shall be paid at actuals against documentary evidence at the time of despatch.

Any increase in taxes/duties/levies etc. affected after contractual delivery date, shall be to the Vendor#s account. This shall be applicable in case of delivery beyond contractual delivery date for the reasons attributable to the Vendor.

5) PAYMENT TERMS:

100% of the Total Gross Price shall be paid against submission of proforma invoice & 100% of Taxes & Duties shall paid after the material receipt at LMTG within 10 days.

Vendor has to submit all below mentioned documents with material.

i) Invoice.

ii) Packing list.

iii) Goods consignment note

iv) Guarantee/Warranty certificate,

v) Test certificates, Stage inspection/final inspection certificates duly signed and stamped by Purchaser/ Third party inspection agency nominated by Purchaser.

6) DELIVERY SCHEDULE :

As per Annexure - I on F.O.R. Hazira basis.



PURCHASE ORDER

L&T-MHI Power Turbine Generators Pvt Ltd
Gate No. 8A, Hazira Works, West
Surat Hazira Road, P.O. Bhatha
Dist. Surat 394510 Gujarat INDIA
Telephone : 0261-280-8295 Fax :

PO NO. :LMTG/T15/21001-54784/ VKJ
ANNEXURE - II
Page No: 2 of 5

L&T-MHI Power Turbine Generators Private Limited

4.0

General Terms & Conditions:

Vendor will send following documents along with truck/Material:

1. Duplicate for Transporter copy of Invoice in original
2. Original for Buyer copy invoice in original
3. Commercial invoice
4. E-Way Bill
5. Test Certificate as mentioned in the PO.
6. Challan (Must mention Position No. or Sr No. as mentioned in PO.)

Above documents must be submitted along with truck otherwise material will not be accepted/unloaded.

7) PACKING :

The items should be packed suitably in Road-Worthy wooden case safe packing, to avoid damage during transit, loading and unloading at all points from Vendor#s works up to Plant site at L&T MHI Turbines Generators Private Limited at Hazira, Surat District, Gujarat State in INDIA. The vendor should ensure that the packing material and size used is sturdy and adequate to sustain various loads subjected during transshipment, loading and unloading, till it reaches the plant site. Vendor undertakes to give free replacement, incase it is established that damage has occurred due to improper packing.

8) MARKING :

Markings shall be legibly and durably painted or stenciled on all sides of each package or crate in capital letters of at least 40 mm in height.

Packages constituting any particular consignment shall be numbered indicating the serial number of the package in that consignment packages in a particular consignment delivered shall carry the same number.

Marks to indicate correct positioning of slings shall be shown on packages or crates by arrows.

All crates, boxes, containers, Packages, Etc. shall be clearly marked on the outside to show the contents, gross and net weight, dimensions, correct position for slinging and place of installation they shall also be marked or labeled with the manufacturer#s name.

Consignee Address:

L&T-MHPS Turbine Generators Private Limited,
Hazira Manufacturing Complex,
Surat-Hazira Road,
Mora, Choriyasi, P.O. Bhatha,
Surat-394510.

9) QA PLAN & INSPECTION :

Inspection may be carried out by Purchaser or its nominated agency. Vendor to submit detailed Quality Assurance Plan (QAP) along with Vendor#s technical documents for Purchaser#s review/ comments/approval. The QAP duly approved by the purchaser shall be used for inspecting the items covered under this PO.

10) FORCE MAJEURE :

Force Majeure is herein defined as any cause which is beyond the control of Vendor or Purchaser, as the case may be, and which either party could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially hinders the performance of the Contract and will include:

- i) Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics,
- ii) Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, quarantines, and embargoes,



PURCHASE ORDER

L&T-MHI Power Turbine Generators Pvt Ltd

Gate No. 8A, Hazira Works, West
Surat Hazira Road, P.O. Bhatha
Dist. Surat 394510 Gujarat INDIA
Telephone : 0261-280-8295 Fax :

PO NO. :LMTG/T15/21001-54784/ VKJ

ANNEXURE - II

Page No: 3 of 5

L&T-MHI Power Turbine Generators Private Limited

5.0

General Terms & Conditions:

iii) Riots, civil commotion, acts of terrorism, arson, civil disorder, strikes

Neither the Purchaser nor the Vendor shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure event, which arises after the PO Date.

Upon occurrence of an event considered by the Vendor or the Purchaser to constitute Force Majeure and which may affect performance of either party's obligations, the affected party shall promptly (not later than 7 days upon occurrence of such event) notify (supported by certification from relevant authorities about the existence of force majeure event) the other party and shall endeavor to continue to perform its obligations as far as reasonably practicable.

The Vendor shall also notify the Purchaser and / or the Purchaser to the Vendor of any proposals, including any reasonable alternative means for performance but such proposals shall be effected only with the consent of Purchaser.

As soon as it is apparent that the PO delivery dates cannot be adhered to, an application for extension of time with sufficient reasons shall be made by the Vendor to Purchaser not later than 7 days of expiry of Force Majeure event. The date of completion will be extended by a time period subject to the vendor being able to present proper documentary evidence in support of his request. However, the vendor shall not be entitled to any increase in price or in statutory levies that may arise during such extended delivery period.

In case of continuation of Force Majeure for more than 90 days, the Vendor and the Purchaser shall attempt to reach an agreement on the modalities for execution of the PO. In case both the parties are not able to reach an agreement within further 30 days, then both the parties have the right to terminate the PO for the portion of work affected by Force Majeure.

In the event of termination of the PO, neither party shall be liable to the other for any expenditure incurred in execution of the PO. However, if the PO is cancelled in part, the Purchaser shall be liable to pay only to such portion of the PO, which has not been terminated.

11) LIMITATION OF LIABILITY :

- a) Vendor (including their employees, agents, sub-vendors and vendors) shall in no event, whether as a result of breach of Contract, warranty, tort (including negligence), delay or otherwise, be liable for any indirect or consequential damages or losses such as but not limited to loss of revenues, loss of use, loss of production, costs of capital or costs connected with the interruption of operations.
- b) Vendor shall be fully liable without any limitation of liability for any warranty defects in supplies arising out of defective material, poor workmanship or inadequate process of manufacturing etc., till the defects are rectified, the equipment is restored to the desired acceptance level and is made satisfactorily operational.
- c) Vendor shall be fully liable without any limitation of liability in case of any infringement of intellectual & industrial Property Rights and for any loss & damage to Purchaser provided that such loss or damage is caused by fraud, deliberate and unlawful acts or by negligence on the part of vendor.
- d) The total liability of vendor under the Contract shall not exceed "Total Gross price" except in cases as mentioned in (b) & (c) above and the following where the vendor shall be fully liable without any limitation of liability.
- e) Third party indemnities including breach of laws, 3rd party claims, liens personal injury or property damage. Acts of omission of vendor, which are contrary to the most elementary rules of diligence for a professional vendor engaged in similar activities

12) TERMINATION :

TERMINATION FOR DEFAULT :

Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of the Purchaser under the PO or otherwise (including the right of the Purchaser to discount by way of price adjustment against penalties for delay, non-achievement of performance as per PO terms, the Purchaser shall be entitled to terminate the PO by written notice at any time on the occurrence of any one or more of the following events / contingencies, namely:

- i) If the purchaser comes to the conclusion that the vendor has been delayed with respect to the milestones formulated in the PO delivery schedule and that such delay is likely to cause cumulative delay



PURCHASE ORDER

L&T-MHI Power Turbine Generators Pvt Ltd

Gate No. 8A, Hazira Works, West
Surat Hazira Road, P.O. Bhatha
Dist. Surat 394510 Gujarat INDIA
Telephone : 0261-280-8295 Fax :

PO NO. :LMTG/T15/21001-54784/ VKJ

ANNEXURE - II

Page No: 4 of 5

L&T-MHI Power Turbine Generators Private Limited

6.0

General Terms & Conditions:

which in purchasers view, would affect the overall project schedule

ii) Failure to adhere to the PO specifications.

iii) Failure to commence or proceed with the work without reasonable excuse.

iv) Commencement of liquidation or winding up (whether voluntary or compulsory) of the Vendor or insolvency of the Vendor or appointment of a receiver or manager of the Vendor's assets by a court.

v) Any legal proceedings leading to attachments of any of the supplies and/or assets involving any or related to the performance of the work or supply of this P.O.

vi) If the Vendor assigns, transfers the entire work or part thereof and / or sublets the entire work or makes attempts to do so without the prior written approval of the Purchaser. This, however, excludes Vendor arranging bought out parts and his usual subcontracting.

vii) If the vendor is found guilty of any act of willful misconduct or any representation made by the vendor for acquiring this contract or during the execution of the contract was found to be materially incorrect.

The decisions of the Purchaser as to whether any of the events / contingencies mentioned in Clause1) above shall be final and binding. The notice of termination shall set forth the reason or reasons for terminating the PO and the Purchaser shall be entitled to recover the advance amount which has been paid by the Purchaser to the Vendor by invoking by the Purchaser any or all the Bank Guarantees of the Vendor at it's disposal or to adjust the balance advance amount due to the Purchaser against outstanding payments due to the Vendor.

In the event of termination of PO due to Vendor default, the Purchaser shall be entitled to procure the goods from alternative source / s, at the risk & cost of the Vendor.

TERMINATION FOR THE PURCHASERS CONVENIENCE :

The Purchaser reserves the right to terminate the Purchase Order, or any part hereof as per purchaser's convenience. In case of such termination, the Vendor shall immediately stop all work and shall immediately cause any and all of its vendors and sub-vendors to cease work.

Termination:

The Purchaser shall give written notice of termination to the Vendor specifying if the entire Purchase Order has been terminated or only a portion thereof and effective date of termination.

Vendors Obligations:

From the effective date of termination, the Vendor shall incur no further obligations in connection with the portion of the Stores for which the Purchase Order has been terminated. However, the Vendor must complete the supply portion of the Stores, for which the Purchase Order has not been terminated, in accordance with the terms of the Purchase Order.

Purchasers Obligations:

To pay to the Vendor, the price of the Stores supplied and accepted by the Purchaser against the Purchase Order and/or pay for the work performed by the Vendor till the effective date of termination, against satisfactory documentary proof without prejudicing Purchasers rights.

The Purchaser's liability is limited to the due payment and the vendor shall release the purchaser from any further or additional liability arising out of the termination including liability for prospective profit or loss of opportunity.

13) ARBITRATION :

In all cases of dispute or disagreements between the parties hereto as to any matter arising out of or relating to this contract and provided no understanding between the parties can be reached for the settlement of the difference, the matter shall be finally settled by arbitration as per the provisions of Conciliation & Arbitration of International Chamber of Commerce. The venue for the arbitration shall be Mumbai. The courts in Mumbai shall have jurisdiction on any matter connected with the Arbitration.

Notwithstanding any pending reference to arbitration both parties shall proceed with their respective obligations under the contract unless such performance itself relates to dispute referred to Arbitration.

14) LAW GOVERNING THE CONTRACT :



PURCHASE ORDER

L&T-MHI Power Turbine Generators Pvt Ltd
 Gate No. 8A, Hazira Works, West
 Surat Hazira Road, P.O. Bhatha
 Dist. Surat 394510 Gujarat INDIA
 Telephone : 0261-280-8295 Fax :

PO NO. :LMTG/T15/21001-54784/ VKJ
ANNEXURE - II
 Page No: 5 of 5

L&T-MHI Power Turbine Generators Private Limited

7.0

General Terms & Conditions:

The Contract shall be governed by the laws of India.

15) DEFINITION :

- i) Purchaser # L&T MHPS Turbine Generators Private Limited (LMTG)
- ii) Vendor / Supplier # M/s. THEA ENERGY PVT LTD.

8.0 Packing & Marking Instructions:

A. Packing instruction for the consignment

1. Each components which are inside the wooden box should have the identification tag on it as per below. (However engraving/Punching on part shall be as per identification procedure and quality requirement).

(Your Company Name)

Customer L&T MHPS Turbine Generator Pvt Ltd _____

Part Name _____

Customer Material Code _____

PO No _____ PO Sr No _____

Qty _____ UOM: _____

Buyer Name Mr.

Each and individual components should be wrapped separately and above identification Tag should be With components. (Don't forget to apply rust preventive on each components)

- 2. Different category/size of components should be packed in separate wooden boxes. If small components are packed together in one wooden box, then proper hard separator must be put inside the box.
- 3. As per quality identification, you are providing UID number to each component. UID number is must for traceability purpose. However Store can only identify the components based on material code, PO number and PO serial number. Hence identification tag is required.
- 4. Once properly wrapped components kept inside the wooden box, complete packing list for particular box should be pasted on it. Packing list should have all relevant detail like Material code, List of items, QTY, PO numbers, PO serial numbers, QTY#s

9.0 Freight Forwarder:

VENDOR SCOPE

10.0 Delivery Address (Place,State):-

Item Number: 1

L&T-MHI Power Turbine Generators Pvt Ltd Gate No. 8A, Hazira Works, West Surat Hazira Road, P.O. Bhatha Dist. Surat-394510 Gujarat INDIA

Tel: 0261-280-8295 Fax: