THERMAX BIOENERGY SOLUTIONS PVT. LTD.
Energy House, Plot No 38 & 39, MQ2V+2PQ, D-II Block, MIDC Road,Kalbhor Nagar, MIDC, Chinchwad, Maharashtra, 411019, India. Tel.: (020) 66126464, Website: www.thermaxglobal.com,
PAN: AAJCT6015G. CIN: U14107PN2022PTC213848, Email: enquiry@thermaxglobal.com
Regd. Office: Thermax House, 14 Mumbai Pune Road, Wakdewadi, Pune, 411003, India.

WORK ORDER

DATE : 13-NOV-25 **P.O No : 1000004636** **P.O. Rev No : 1**

Suppliers Name & Address: **Code :** **163652**
ACHAL ENGINEERING WORKS
Ward No1 New Bina Bhanegaon
Khaperkheda
nagpur
Nagpur, 441102
Maharashtra, INDIA

Vendor GSTN : 27BFSPG1180B1ZN

Old PO No :

Indent No : 16495

PO Type : Supplier - Domestic Service
Contact Person : Mr. Mukesh Kumar Shukla
Project : DBG015 - RBEL-Akola-22TPD
Budget Code : ENC01
Customer Name : RELIANCE BIO ENERGY LIMITED
Site : SURVEY NO 84/1,220/2,84/2,220/3,
MOUZA-CHANDUR,
WASHIM ROAD,
AKOLA, MAHARASHTRA 444004,

Our References :
Reference:-
1.Enquiry by TBSPL on dated:22nd March-2025
2.Offer by M/s-Achal Engineering on dated:24th March-2025
3.Negotiation done over call
4.Revised offer received by M/s-Achal Engg on dated:25th March-2025
5.Counter offer by TBSPL on dated:26th March-2025
6.Acceptance of offer by M/s-Achal Engineering on dted:26th March-2025.

Sr	Part Code	Description	UM	Quantity	Rate INR	Value In INR	HSN/SAC
1	NI00108863	Fabrication, Erection, NDT & Commissioning of Low pressure Piping- 106 Gr. B (CS), IS 1239 (MS)	MT	52.00	35,075.00	18,23,900.00	9987
2	NI00108864	Fabrication, Erection, NDT & Commissioning of Low pressure Piping Fiitings & valves- 106 Gr. B (CS), IS 1239 (MS)	MT	10.00	28,000.00	2,80,000.00	9987
3	NI00108872	Erection of Pre-fabricated structure	MT	8.00	16,500.00	1,32,000.00	9987
4	NI00114803	Installation & Commissioning of PESO package(Including supports & Chequered plat work)	LOT	1.00	14,50,000.00	14,50,000.00	9987
5	NI00108869	Pre-assembly , Erection, alignment &Â Commissioning of Static equipments like compressor, vessels etc	MT	80.00	16,500.00	13,20,000.00	9987
6	NI00108868	Pre-assembly , Erection, alignment &Â Commissioning of Rotary equipments like pumps, Fans, Agitators, motors etc	MT	42.00	25,500.00	10,71,000.00	9987
7	NI00108864	Fabrication, Erection, NDT & Commissioning of Low pressure Piping Fiitings & valves- 106 Gr. B (CS), IS 1239 (MS)	MT	10.00	28,000.00	2,80,000.00	9987
8	NI00108872	Erection of Pre-fabricated structure	MT	40.00	16,500.00	6,60,000.00	9987
					Total Value :	**70,16,900.00**	

Amount in Words:- Indian Rupee Seventy Lacs Sixteen Thousand Nine Hundred

Terms and Conditions :

1.Payments Terms : 15 DAYS CREDIT
2.Equipment PBG% :
3.Retention % : 5.00 Retention Due Date :

Special Instructions:

1. **Indicate P.O. No. and Indent No., on all correspondance.**
2. **All correspondence should be addressed to :**
Mr. Mukesh Kumar Shukla
THERMAX BIOENERGY SOLUTIONS PRIVATE LIMITED,ENERGY HOUSE, CHINCHWAD,PIMPRI CHINCHWAD, PUNE - 411019, INDIA
3. **Declaration by Supplier for non payment of Commission/Brokerage :**
The supplier confirms and undertakes to the company that no commossion, brokerage, incentive or any payment has been / will be paid directly to any one (including employee / servant of the company or to any other person at their requests / direction) either in India or abroad towards securing the contract for supply to the company.
The price quoted and charged by supplier to the company is on the basis aforesaid.
4. **Every Item weighing more than 30Kg being dispatched shall have net weight marking on the item with a permanent**

marker, apart from marking on a package crate.

5. **The Vendor shall be exclusively liable for the payment of all taxes, duties, fees, cess and levies in respect of the PO.**
6. **Goods and Service Tax (GST) will be reimbursed by Purchaser (Thermax Limited or its Group Company as applicable) as per terms of the PO.**
7. **All taxes and duties shall be reimbursed by the Purchaser only against documentary evidence. Proof of Tax payment like Goods and Service tax (GST) shall be submitted by Vendor within 15 (fifteen) days from the applicable date of payment. In case of failure to submit the documentary evidences/proof of tax payments, then Purchaser shall have a right to withhold the tax amounts from the subsequent payments or recover the tax amounts by other means.**
8. **Vendor to submit annual Ledger Account to Purchaser for reconciliation within 15 (fifteen) days from completion of the relevant financial year.**
9. **The Vendor/Contractor acknowledges and confirms that as per requirement and provisions under the Goods and Services Tax (GST) Act and its applicable Rules in extant, the Vendor/Contractor shall hold valid registration, pay the appropriate GST before the due date, file the Returns and rectify the mistakes/mis-matches if any in a proper and timely manner, to enable Purchaser to avail the Input Tax Credit (ITC). The Vendor/Contractor further acknowledges that Purchaser shall be entitled to release the payment towards GST to the Vendor/Contractor only 30(thirty) days after the Vendor/Contractor furnishing the proof of having paid the said tax to the Government, filed Returns and rectified the mistakes/mis-matches if any in a proper and timely manner. In the event, Purchaser is not able to avail the ITC for reasons attributable to the Vendor/Contractor, the Vendor/Contractor acknowledges that Purchaser shall not release the GST payment to the Vendor/Contractor and incase of any other financial implications arising out the same, the Vendor/Contractor shall bear the same and to that extent the Vendor/Contractor agrees to indemnify Purchaser against any such claim or demand.**

<u>Other Terms and Conditions:</u>

R1-PO Amendment on dated:12th Nov-2025
Reason of Amendment:Extention of Service as per actual site requirement.
R0-PO Value:Rs.60,76,900.00/-
R1-PO Value after Amendment:Rs.70,16,900.00/-
PO promise date is extended up to 31-12-25 without prejudiced to clause no.07. This extension is to only facilitate the gate pass and other statutory formalities at site this is not delivery extension. All other terms and conditions remain same.

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1) SCOPE OF WORK:
The detailed scope shall be as mentioned in the Tenders, along with all associated documents, for Piping & Misc. Mechanical work at Reliance Industries Ltd, Akola, Maharashtra, which is broadly defined as Piping & Misc. Mechanical work.
Scope shall include Issuing the material from Thermax Store, Taking delivery of the materials from Customer/TBSPL stores/ open yards, handling the materials to erection site, preservation till erection, stacking as per stores guidelines for further assembly, fabrication, erection & testing of all piping & equipment.
Scope includes fabrication of piping as per drawing, pipe support fabrication & erection, painting of pipe and pipe supports, installation welding including its NDT, installation of Isolation valves, 1st isolation for Instruments,valves & fittings.
Conducting hydraulic test of system including necessary arrangement i.e Arrangement of hydraulic test pump, Pressure gauge etc. Scope shall include all efforts for conducting hydraulic test like water filling, raising & holding pressure as per drawing requirements, discharging water, Making, removal and re-connection of all temporary loop arrangements for hydraulic test.
Fixing of fabricated pipe support, support plates, anchor fasteners, pipe fittings, U Clamps with minor modification/adjustments as required.
Deployment of all types of required Manpower (Highly skilled, Skilled, Semi-skilled and un-skilled) and consumables for the Work including welding electrodes, gases, Cranes, farana, trailer, steel required temporary platforms, access ladder, bed for pre-assembly etc. is in contractor scope. All the consumables should be as per approved specification of TBSPL.
Welding process to follow for piping shall be SMAW. Contractor to perform Welder qualification test as per FQAP and TBSPL QC requirement. Materials for test coupon preparation shall be provided by TBSPL, required fabrication for welder test shall be done by Contractor at his own cost. Applying touch-up paint if applicable for welded / bolted site joints, will be in contractors Scope. Contractor has to follow UT/RT/DP/Kerosene test requirement as per TBSPL FQAP.
All necessary testing assistance including all T&P, Scaffolding, Consumables and equipment required up to Hydro test is in contractor scope. Contractor has to follow Checklist for all T&P as per TBSPL safety & Customer requirement at site and finalized rate is inclusive of the same. Watch and ward of Contractor equipment, tools, tackles and FOC material issued to Contractor.
2) PRICE BASIS:
The value of this ITEM RATE contract, - based on the mail communication is Rs. 60,76,900.00/- (Indian Rupees Sixty Lakhs & Seventy Six thousand & Nine Hundred only). The value is inclusive of all input taxes, levies & duties royalty, cess etc., except GST, which shall be paid extra at applicable rates. The quantities mentioned above is estimated. The payment shall be made for the actual quantity of job executed
and certified by TBSPL'S Engineer in-charge. The rates for the subject work shall remain firm till handing over of the total system to TBSPL and acceptance thereof by TBSPL/ Customer and there shall be no escalation payable on any account.
No extra claims against escalation in respect of any element whatsoever, like minimum labour wages, consumables, input taxes etc. shall be paid by TBSPL. Quantities mentioned in the BOQ are estimated. Rates shall be firm for the entire period of the contract.
3) TAXES & DUTIES:
VENDOR shall be registered under GST. The quoted prices are inclusive of all input taxes, levies & duties, royalty, cess applicable, but excluding GST. GST which shall be shown separately in the invoice to TBSPL and will be paid extra as applicable.
Income Tax TDS shall be deducted from the running bills and relevant certificates for the equal amount shall be issued by TBSPL to VENDOR after the financial year.
4) PAYMENT TERMS:
a) Advance Payment: NIL

b) Progressive Payment:
100% of the certified bill value shall be paid on pro-rata basis, and certification by Thermax Engineer. Bills shall be paid within 15 days from receipt of certified bills at HO.
c) Retention:5% of the bill amount shall be deducted from the running bills for retention for the defect's liability period of 6 months from the date of handover of the complete works to TBSPL and acceptance thereof by TBSPL and its end customer. Contractor shall claim retention amount against submission of bank guarantee of equivalent amount after completion of work and release of final bill payment.
5) BILLING PROCESS:
Thermax Billing Address
THERMAX BIO ENERGY SOLUTIONS PVT LTD.
THERMAX HOUSE, MUMBAI-PUNE ROAD, Pune, Pune,
Maharashtra, 411003
GST no: 27AAJCT6015G1ZB.
1. All bills shall be raised by Vendor Considering GST norms.
2. Bills shall be submitted in original, with proper sign & stamp by the authorized signatory.
3. Original Invoice, along with backup papers including necessary measurement sheets, abstracts etc., shall be submitted at site, for verification.
4. PF paid Challans, WC Policy copy, ESI (Where applicable) for the period of the work executed shall be submitted along with the bill.
5. Any corrections on the Invoice shall not be accepted.
6. TBSPL shall not be responsible for the delay in the payment on account of incomplete/ incorrect documents.
7. Payments shall not be processed on the photo copy / scanned copy of the bills.
8. Invoice & Backup papers shall be as per the standard format of TBSPL (contractor shall take necessary format from TBSPL prior to raising of the bills).
9. For final bill, account statement, along with the no dues certificate, indemnity bond shall be submitted.
10. Bills shall be paid within 15 working days from the receipt of the certified bill at HO.
Billing Break up:
Progressive Bills:
1. For Pipe & its support works
100% Payment shall be released as per the following milestones.
- 40 % on pro rata basis against fabrication completion.
- 45% on pro rata basis against erection completion.
- 10% on pro rata basis against Hydraulic test completion.
- 5% on pro rata basis against punch point completion and commissioning.
2. For Valves and instruments
100% Payment shall be released as per the following milestones.
- 85 % on pro rata basis against Installation completion.
- 10% on pro rata basis against Hydraulic test completion.
- 5% on pro rata basis against punch point completion and commissioning.
3. For materials Handling (Loading & unloading):
100% Payment shall be released on pro rata basis.
4. For Rotary & static Equipments:-
100% Payment shall be released as per the following milestones.
- 70 % on pro rata basis against Installation completion.
- 25% on pro rata basis against Alignment completion.
- 5% on pro rata basis against punch point completion and commissioning.
6) START OF WORK AND COMPLETION SCHEDULE:
1. Vendor shall start the work immediately from the date of issue of Purchase Order.
2. The total scope of work, shall be completed in 60 days from the date of clearance.
7) RIGHTS OF THERMAX
Thermax reserves the right to withdraw any portion of work and/or to restrict/alter quantum of work, get the work done through another agency at the risk and cost of the contractor, to terminate the contract, in the event of poor progress of work, or inability to progress the work for completion schedule, withdrawal from or abandonment of the work before completion of the work, assignment, transfer, subletting of the contract work without written permission from TBSPL, poor quality of work, persistent disregard of instructions of Thermax.
8) LIQUIDATED DAMAGES:
If there is delay in works for reasons attributable to Contractor, then recovery of liquidated damages @ 1 % of the value of work per week of delay subject to a maximum of 5% of the value of contract, shall be made by TBSPL.
Liquidated Damages if levied, can be recovered either against the bills outstanding or against the retention held by TBSPL.
For the computation of LD, the period shall be considered from the start of contractual mobilization date as mentioned above.
9) SAFETY:
VENDOR shall follow all the safety procedures and processed as mentioned in the TBSPL HSE Manual. Vendor shall deploy a qualified safety officer at site. Vendor shall provide all the essential safety equipments to their personnel working at site. VENDOR to follow all the SOPs for all works being carried out. Responsibility of safety of their personnel working at site solely lies with Vendor and TBSPL shall in no way be responsible for any loss of the property and injury / loss of life due to accident of their personnel working at site.
VENDOR will also ensure that there is no danger or damage or injury to the people and assets of other parties due to their actions.
10) STATUTORY REQUIREMENT:
VENDOR shall ensure compliance to all Safety Norms, Policy Rules and Guidelines & all Labour & Industrial Laws including Contract Labour, Workmen Compensation Act & ESI, PF such other acts and statutes as may be applicable in respect of your employees directly or indirectly hired by your firm/company in connection with the work to be executed vide this PO. Vendor shall get registered wherever statutorily required & comply with such requirements as specified in relevant acts/rules/scheme.
TBSPL shall in no way be responsible for any consequential damages arising out of noncompliance / violation of such safety and labour laws (rules & regulations) which shall be sole responsibility of you / your firm / your company. All consequential damages arising out of

violation / noncompliance to prevalent Safety and Labour laws / rules and regulations shall be at your risk and cost.
11) INSUARANCE:
VENDOR shall Insure all their workmen as per the Statutory regulations as mentioned above. VENDOR shall also insure all their Tools & plant, all temporary establishments like labour colony, site office, stores etc. TBSPL shall not be responsible for any loss, damage, and theft due to any reasons, natural or manmade.
12) JURISDICTION:
This contract is subject to Pune Jurisdiction only.
13) CONFIDENTIALITY:
The documents, drawings and any other details given during the enquiry, finalization and during execution, shall be property of TBSPL, and are intended for the use of this particular project only. M/s. Unique Engineers shall not copy, duplicate or use the data for any other purpose than stated above. In case of any unauthorized use, necessary action, including legal action shall be initiated.
14) INDEMNITY BOND:
The Vendor agrees to indemnify, defend and hold harmless Purchaser, its directors, employees, officers, advisers, agents and Affiliates (each a "Purchaser Indemnified Party") from and against any and all Claims and Losses suffered or incurred by the Purchaser, including Claims by a third party, arising out of:
a) any accidents, bodily injury, serious disease or death of any person(s) for reasons attributable to the Vendor;
b) infringement of the Intellectual Property Rights of any third party by the Vendor in the execution of supply of Goods and/or Services;
c) Any third-party claim arising due to fraud, gross negligence or willful misconduct by the Vendor in respect of the PO.
d) All actions, suits, claims and demands brought or made against Purchaser by the Personnel of the Vendor, Sub-Vendor or any other person(s) or any statutory authorities in connection with the Goods or Services under the PO.
e) Breach of any of its obligations arising under the PO including breach of its representation and warranties.
15) OTHER TERMS AND CONDITIONS:
Save and except for the deviations specifically agreed and brought out in this PO and meeting referred above, all other terms and conditions will be as per mail enquiry which form part of this contract.
16) ACCEPTANCE:
Kindly arrange to send an accepted copy of this Purchase Order as a token of acceptance. In case the acceptance is not received within 3 days from the date of PO, the same shall be deemed to be accepted.

Item wise Delivery and Tax Details :

Item Description	Quantity	Due Date	Tax Name	Tax Code	Tax %	Tax In INR
Fabrication, Erection, NDT & Commissioning of Low pressure Piping- 106 Gr. B (CS), IS 1239 (MS)	52.00	31/12/2025		111SGST-9% 111CGST-9%	9% 9%	1,64,151.00 1,64,151.00
Fabrication, Erection, NDT & Commissioning of Low pressure Piping Fiitings & valves- 106 Gr. B (CS), IS 1239 (MS)	10.00	30/10/2025		111SGST-9% 111CGST-9%	9% 9%	25,200.00 25,200.00
Erection of Pre-fabricated structure	8.00	30/10/2025		111SGST-9% 111CGST-9%	9% 9%	11,880.00 11,880.00
Installation & Commissioning of PESO package(Including supports & Chequered plat work)	1.00	31/12/2025		111SGST-9% 111CGST-9%	9% 9%	1,30,500.00 1,30,500.00
Pre-assembly , Erection, alignment &Â Commissioning of Static equipments like compressor, vessels etc	80.00	31/12/2025		111SGST-9% 111CGST-9%	9% 9%	1,18,800.00 1,18,800.00
Pre-assembly , Erection, alignment &Â Commissioning of Rotary equipments like pumps, Fans, Agitators, motors etc	42.00	31/12/2025		111SGST-9% 111CGST-9%	9% 9%	96,390.00 96,390.00
Fabrication, Erection, NDT & Commissioning of Low pressure Piping Fiitings & valves- 106 Gr. B (CS), IS 1239 (MS)	10.00	31/12/2025		111SGST-9% 111CGST-9%	9% 9%	25,200.00 25,200.00
Erection of Pre-fabricated structure	40.00	31/12/2025		111SGST-9% 111CGST-9%	9% 9%	59,400.00 59,400.00

Total Basic Rs : 70,16,900.00

Total Tax Rs : 12,63,042.00

Total Landed Rs : 82,79,942.00

Annexure

GENERAL TERMS AND CONDITIONS

1. SCOPE OF SUPPLY & SERVICES: The scope shall be as defined in the PO.

2. QUANTITY, QUALITY AND SPECIFICATION: The Vendor agrees to design, manufacture and supply the Goods in agreed quantity and specifications and perform the Services under the PO in accordance with any applicable drawings, designs, patterns, programs, modules, flow charts, models, data, specifications, samples or other description or instructions. Further, Vendor shall ensure adherence to the service parameters prescribed by the Purchaser and further ensure that the Services shall be professional and up to the industry standards by utilizing individual experience, training, and skill and in a timely manner in accordance with the provisions of the PO and as prescribed by the Purchaser from time to time. The quantity and specifications shall not vary unless otherwise agreed in writing.

3. DUE DILIGENCE: It is assumed that Vendor has all the material information about the Work Site and the requirements of the Purchaser and has not hidden any material information from Purchaser and the Vendor has selected the most appropriate solution for the requirement. Vendor assures that it has all the required resources, infrastructure and all statutory permits and approvals for supply of Goods and/or Services.

4. ACCEPTANCE OF PO: The PO shall be deemed to be accepted by the Vendor if:
a) Not rejected in writing within 7 days of receipt. OR
b) It commences delivery of Goods and/ or performance Services as per the PO terms.
Upon acceptance, Vendor agrees to bind itself and comply with all the terms and conditions set out in the PO.

5. INSPECTION AND ACCEPTANCE: All Goods & Services shall be subject to inspection either at test Purchaser's or Vendor's premises, or any other location and acceptance by the Purchaser. Inspection, payment, or receipt of the Goods or Services shall not constitute as acceptance by the Purchaser, or of their conformity with the PO. The Vendor shall be responsible for ensuring that the Goods or Services supplied meet all Specification requirements. Any non-conforming Goods will, at Purchaser's discretion, either be returned to Vendor to be repaired at no cost to Purchaser, or repaired by Purchaser, at Vendor's sole cost and expense, and Purchaser shall debit Vendor's account accordingly. Vendor shall provide Purchaser with new, replacement Goods, within ten (10) days of receipt of the non-conforming Goods.

6. TRANSFER OF RISK: Unless otherwise provided under this PO, Transfer of risk of Goods or Services shall pass on to the Purchaser at the site of delivery, subject to inspection and acceptance of Goods/Services, by the Purchaser/ Customer as the case may be.

7. DISPATCH DOCUMENTS: If applicable, the original set of dispatch documents shall reach to Purchaser within 4 (four) days from the date of dispatch as stated in the delivery schedule, which shall include but not limited to:
Original commercial invoice with 2 (two) copies which should clearly mention the detailed description of Goods as stated in PO, including the Purchaser item code, WBS Code, Job No. Name of exact quantity as mentioned in the PO, correct Lorry Receipt Number/ Goods Consignment Number, date and the transporter.
i. Delivery challan with 2 (two) copies
ii. Packing List with 2 (two) copies
iii. Duplicate Consignee copy of Lorry Receipt (LR) with 2 (two) copies
iv. Inspection Release Note.
v. Original test certificates with 2 (two) copies
vi. Copy of letter to Insurance Company for Transit Insurance Intimation.
vii. If Applicable. Road permit / E Way bill Form shall be filled properly having accurate details of invoice no., Goods description, quantity, Value of Goods, supplier's TIN No., LR No. Transporter's name, etc.
viii. Any other document(s) as required to the Purchaser relevant for the transaction.
Vendor to note that in Lorry Receipt (LR), the Vendor should be named as Consignor and the Purchaser to be named as Consignee. Subsequently LR will be endorsed by Purchaser in favour of Customer in case of direct dispatches. Direct Dispatch shall mean the dispatch of Goods directly from Vendor to end Customer. In the event Vendor notices any contradictions in various documents, Vendor shall immediately bring the same to the notice of the Purchaser for a resolution. The resolution by Purchaser shall be binding on Vendor. Please note that no manual correction/modifications/use of whiteners/tapes etc. shall be entertained by the Purchaser.

8. DEFECTIVE GOODS / DEFICIENCY IN SERVICES: Defects shall mean-Goods & Services non-conforming with technical specifications; deficiency, Manufacturing, workmanship or any other defect (whether latent or patent) discovered in the Goods / Services upon an inspection or testing conducted by the Purchaser at the stage of delivery or before or during Warranty period and within 30 (Thirty) Days after the expiry thereof; and Discrepancy in Vendor's Documents. The Vendor shall repair the defective Goods or deficient Service or arrange replacement of Goods which cannot be repaired or arrange to provide re-service, at its own costs and no extra costs to the Purchaser. The contractual delivery period will not be extended on account of the time taken for replacement of defective Goods / deficient Service. The Vendor shall be liable to remedy or compensate the Purchaser for the remedy of, any deficiency notified by the Purchaser in the Services delivered by Vendor or Sub-Vendor. The Purchaser shall notify the Vendor if- Services do not meet prescribed standards or industry standards and/or if the manpower engaged for the Services are less than agreed quantity, man-days, skills, experience, and qualifications as per the requirement of the Purchaser.

9. WARRANTIES: The Vendor warrants that:
i. All Goods and Services supplied under the PO are free from any Defects / deficiency, in conformity with stipulated specifications, merchantable and free from any claims, liens or encumbrances.
ii. Vendor is the owner of intellectual property in Goods or has the right to license for further resale of the Goods and Vendor does not infringe the intellectual property rights of any third party.
The Vendor shall expeditiously repair or replace the defective Goods and/or re-perform the Services within reasonable time and at its own expense and at no extra cost to Purchaser. In event of failure of Vendor to timely remedy the Defects, the Purchaser may cause the repair or replacement/re-performance by itself or through third party, the costs of which shall be debited to Vendor's account. Unless varied by Special Terms under this PO, the warranty shall be applicable for a period of 24

months from the date of commissioning or 36 months from the date of delivery of the Goods, whichever is earlier or for a period specified in the Special Terms of the PO. The warranty period for such replaced parts shall be 12 months starting from the date on which the replacements are commissioned.

Unless varied by Special Terms under this PO, wherever applicable, Vendor shall provide back to back warranties on the Goods for a period of 12 months effective from date of sale of Goods by Purchaser to its clients/ customers/ buyers. The vendor shall also provide back to back extended warranty offered by the Purchaser to its customer due to any force majeure event or due to any defect in goods, without any additional cost or expenses.

10. LIQUIDATED DAMAGES: Any Liquidated Damages set out in the PO are genuine pre-estimates of the losses that may be sustained by Purchaser due to failure of performance by the Vendor/Sub-vendor. Purchaser may claim general damages in any case where Liquidated Damages are unenforceable. Unless otherwise agreed under the Special Terms, liquidated damages shall be applicable as follows-

a) For Delay- the Vendor shall endeavour to complete their scope of supply of Goods and/or Services within the time & date specified in the PO. If the Vendor fails to provide any or all of the Goods and/or Services or a part thereof within the Delivery Period as stipulated in the PO then Purchaser without prejudice to their other remedies under the PO shall levy/deduct from the total PO Price, as liquidated damages, a sum equivalent to 1% (one percent) of the total contract price for each week of delay or a part thereof up to a maximum deduction of 10%(ten percent) of the total PO Price.

b) For Shortfall in Performance - Guaranteed Performance parameters shall be as specified in the PO or as prescribed by the Purchaser separately. Unless otherwise agreed in PO Liquidated damages for non-achievement of performance parameters shall be subject to a limit of 10% of the PO Price of the Goods and/or Services, however in the event of Goods and/or Services failing to meet the minimum acceptable criteria, as specified in PO or otherwise, in that case, such Goods and/ or the Services shall have to be re-delivered at Purchaser's discretion by the Vendor at its cost, without any limitation of liability so as to achieve the minimum performance parameters.

11. RISK PURCHASE: The Purchaser shall call the Vendor to remove the defect/deficiency immediately, failing which the Purchaser shall be forced to get the Goods supplied and or Services done through other supplier/service provider, at Vendor's risk, cost and consequence. Vendor shall be liable to reimburse the Purchaser for all the costs incurred by the Purchaser towards engaging other supplier/service provider due to the reasons attributable to the Vendor. The Purchaser shall recover such costs by setting them off against any payments due and payable to the Vendor, or by encashing an equivalent sum from the Bank Guarantee (if applicable) submitted to the Purchaser.

12. DELIVERY, PACKING AND TRANSPORTATION: The Goods and Services shall be performed/delivered on the delivery date(s) at the site location or office address mentioned in the PO or at any other location advised by the Purchaser from time to time during the term of the PO. If applicable, risk of loss and shipping charges for any Goods shall be borne by Vendor. If applicable, the Goods shall be, packaged and shipped as specified on the PO as well as in accordance with all laws, and industry standards respecting the safe and proper handling, packing, transportation, delivery. Vendor shall deliver Goods through authorized transporter only. Vendor shall be solely responsible for all applicable compliances and safety and preservation of Goods till delivered at destination.

13. PRICE / SERVICE CHARGES: The price / service charges stated in the PO shall remain firm, fixed, unchanged and binding on Vendor during the term of PO and no price / fees / charges escalation shall be given on any reason whatsoever, irrespective of change in price of consumables, goods required to provide Goods and/ or Services (if applicable) and/or change in the law. Any additional commercial liability if any shall be on Vendor's account.

Deduction from PO Price: In addition to any other legal remedy available to the Purchaser, the Purchaser shall claim from the Vendor all costs, damages, expenses or other liabilities that the Purchaser may incur due to the reasons attributable to the Vendor. All such claims shall be billed by the Purchaser to the Vendor regularly as and when they fall due through a debit note.

Such claims shall be paid by the Vendor within twenty-eight (28) days of the receipt of the corresponding bills (if not disputed by the Vendor) and if not paid by the Vendor within the said period, the Purchaser may then, without further notice, deduct the amount, from any monies due or becoming due to the Vendor under the PO or may recover such monies, fines, penalties as per the remedies available to Purchaser under the law or otherwise.

14. PAYMENT TERMS:

I. Payment Terms shall be as defined in the PO.

II. Purchaser shall have the right to withhold or nullify the whole or a part of the payment to such extent as may be necessary to protect Purchaser from sustaining any loss on account of:

a) Short supply of Goods and/or deficiency Services by Vendor
b) Supply of Defective Goods
c) Deficiency in supply of Services not rectified / replaced
d) Non-receipt of evidence/proof of payment of Taxes and Duties by Vendor as per Taxes Clause
e) In case of input credit loss due to the Vendor
f) For any other purpose as determined by the Purchaser.

15. INVOICE APPROVAL PROCESS: The Invoice submitted by the Vendor shall be subject to internal review and approval of the Purchaser and shall be deemed to be accepted by the Purchaser unless any discrepancy or dispute regarding invoice(s) shall be raised by Purchaser in writing within 15 working days from date of receipt and rectified/resolved by the Vendor within 7 days from notification of such discrepancy or dispute.

The invoices those are disputed even after the resolution / rectification provided by the Vendor within the timelines mentioned hereinabove, the Parties shall try to amicably discuss and settle the issues with regards to disputed invoice and the decision of the Purchaser shall be final and conclusive in this regard.

Vendor shall submit all supporting documents along with invoice including but not limited to statutory compliance documents under applicable labour laws, etc. and all such other documents sought by the Purchaser.

16. TAXES:

a) The Vendor shall be exclusively liable for the payment of all taxes, duties, fees, cess, surcharges and levies in respect of the PO. Goods and Service Tax (GST) will be reimbursed by Purchaser as per terms of the PO.

b) All taxes and duties shall be reimbursed by the Purchaser only against documentary evidence. Proof of Tax payment like

Goods and Service tax (GST) shall be submitted by Vendor within 15 (fifteen) days from the applicable due date of such GST payment by the Vendor. In case of failure to submit the documentary evidences/proof of tax payments, then Purchaser shall have a right to withhold the tax amounts from the subsequent payments or recover the tax amounts by other means.

c) Vendor to submit annual Ledger Account for reconciliation within 15 days from completion of the relevant financial year and the Vendor acknowledges and confirms that as per requirement and provisions under the Goods Services Tax (GST) Act and its applicable Rules in extant, the Vendor shall hold valid registration, pay the appropriate GST before the due date, file the Returns and rectify the mistakes/mis-matches if any in a proper and timely manner, to enable Purchaser to avail the Input Tax Credit (ITC).

d) The Vendor further acknowledges that Purchaser shall be entitled to release the payment towards GST to the Vendor within thirty [30] days from the date of Vendor furnishing the proof of deposit of the said tax to the Government, filed Returns and rectified the mistakes/ mismatches if any in a proper and timely manner. GST compliance obligations shall be considered additional scope of work by the Vendor.

e) In the event, Purchaser is not able to avail the ITC for the reasons attributable to the Vendor, the Vendor acknowledges that Purchaser shall not release the GST payment to the Vendor and in case of any other financial implications arising out the same, the Vendor shall bear the same and to that extent the claim.

17. BANK GUARANTEE: As applicable, the Vendor shall submit the Bank guarantees as per the PO terms. The Bank Guarantee is acceptable only from a Nationalized Indian Bank or if Purchaser approves of an overseas bank, then such bank/issuing bank shall have a branch in India. All guarantees issued by Vendor shall be as per the format provided by the Purchaser. In case the Vendor unable to furnish a Bank Guarantee, the Purchaser at its sole discretion deduct some portion of amount from the Vendor's invoice and retain the same as an interest fee security deposit to ensure performance of the Vendor as per the terms of the PO. Such security deposit shall be refunded without any interest upon satisfactory completion of all the services under the PO.

18. INSURANCE: The Vendor shall maintain appropriate insurance to adequately cover its liability and risks in connection with performance of its contractual obligations. The Vendor shall be fully responsible for the insurance of their Personnel and manpower towards any accident etc. who are engaged to provide Services under this PO. In case of an EPC contract, the Vendor shall insure the Goods till final acceptance is obtained from the Purchaser/ Customer.

19. INTELLECTUAL PROPERTY RIGHTS: The Vendor warrants that it lawfully possesses all patents, copyrights, designs, proprietary information and trademarks of any material, equipment, methods, design, software, processes, manufacturing, or any other item concerning or connected with the supply of Goods and/ or Services and/or he is duly licensed or otherwise entitled by applicable law to design, manufacture and supply Goods and Services, as applicable. The Vendor shall pay all royalties and license fees due and payable in respect of any Intellectual Property Rights used in connection with the PO.

Indemnity against IPR

All know-how and intellectual property rights in deliverables under this PO shall vest in the Purchaser and the Vendor shall indemnify, guard, and hold harmless the Purchaser, its Board of Directors, employees, contractors and agents, against any third-party claim, suit, action, for breach of any Intellectual Property right. Vendor shall pay all costs, damages, fines and penalties, and expenses including but not limited to attorney's fees and other costs for defending any action raised against Purchaser.

20. CONFIDENTIAL INFORMATION: Vendor and its Personnel commit to comply with and maintain the secrecy and confidentiality of all the proprietary and confidential information including but not limited to records, documents, information, user ids, passwords and data made available to it by the Purchaser or has access to the data while performing its obligation under the PO including sensitive information , hereunder or prior, and refrain from informing or transferring to third parties for whatever purpose, in any way, directly or indirectly. Vendor has to ensure that its employees, representative are also bound by the confidentiality obligation to the same extent as mentioned in this PO. Vendor shall immediately intimate the Purchaser of any unauthorized use or access to its accounts or any other actual/suspected/potential breach, accidental disclosure, loss or theft of any information or data, shared to it by Purchaser. If such information is sought by Government/judicial bodies with proper orders, prompt notice of such orders shall be given to the Purchaser, and it shall be accorded the opportunity to expend all legal remedies to maintain confidentiality of the information. Vendor shall be responsible for breach of confidentiality. The confidentiality obligation shall be continued for 5 years from the date of completion of Services as per the PO.

21. FORCE MAJEURE:

a) Force Majeure shall mean Acts of God like floods, droughts, earthquakes, epidemics, pandemics, acts of any Government, domestic or foreign, war, embargoes, fires, explosions, riots and civil commotions, terrorist act, change in law of land which makes the performance of the obligations of a party illegal or impossible.

b) Upon occurrence of such cause(s) the Vendor shall immediately notify the Purchaser by a registered letter/E-mail not later than Ten (10) days from the beginning and ending of the alleged cause, giving full particulars and satisfactory evidence in support, along with assessment, steps taken to overcome the cause(s).

c) The modification of material obligations under the PO shall be carried out upon mutual agreement between Parties.

d) If the force majeure conditions persist for a period exceeding one (1) month, the Purchaser reserves its right to terminate/ suspend the PO in full or in part without incurring any liability or obligations towards the Vendor.

e) The Vendor shall be liable for the commercial expenses and expenses of their Personnel during the Force Majeure event. The Purchaser shall not be responsible for any expenses incurred by the Vendor due to any Force Majeure event.

22. TERMINATION:

a. Termination:

i) Purchaser may terminate the PO for convenience at its own discretion with 30 days prior written notice.

ii) Purchaser may terminate the PO with immediate effect:

- **for the breach of Business policy including TL Code of Conduct, statutory compliances; or**
- **if any petition for insolvency against Vendor is admitted; or**
- **In case of Liquidation of Vendor or in case Vendor is prohibited from conducting its business.**

b. Termination for Default:

Purchaser may terminate the PO upon the occurrence of any of the following defaults:

i) Vendor fails to supply the Goods and/ or the Services within the time or manner specified in the PO;
ii) On a breach of any other term, condition, representation, warranty or guarantee set forth herein and not cured within thirty [30] days after its notice to Vendor;
iii) Notwithstanding anything contained herein above, in case of reasonable grounds for insecurity arise with respect to Vendor's performance and Vendor fails to furnish adequate assurances within ten [10] days after a written demand by Purchaser for such assurance.
c. Vendor's Obligations on Termination
On any termination, Vendor shall, provide support for handover of all documentation/tools & tackles including the Confidential Information etc. which was provided by Purchaser.
Upon receipt of a notice of termination, Vendor shall:
i) Stop the supply of Goods and/or Services under the PO on the effective date of the notice of termination; and
ii) Submit a termination claim within thirty (30) calendar days after the effective date of the termination notice incorporating all claims of Vendor. Upon complete termination of the PO the Vendor shall be entitled to a payment, in proportion to Goods and/ or Services supplied prior to the date of notice of termination. Purchaser may recover any amounts due to Purchaser from Vendor from the amount to be paid to Vendor for other open PO(s).
However, Purchaser's total liability to Vendor for such termination shall not exceed the PO price of the Goods and /or Services to which such termination applies. Further, Vendor shall have no claim against Purchaser for loss of anticipated profits or consequential damages suffered by reason of such termination.
d. Consequences of Termination:
In the event of termination for such defaults, Purchaser may procure the Goods and/ or Services from any third party at the risk, cost and expenses of the Vendor in terms of the clause 7 above.
23. SUSPENSION: Purchaser may suspend the PO by written notice and may at any time withdraw the notice, all or part of the suspension and PO will resume performance. Post resumption of Services or supply of Goods the delivery schedule may be adjusted reasonably by mutual agreement between Purchaser and Vendor. The Purchaser shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Vendor or his Sub-Vendor. Notice of suspension shall give rise to no adjustment in the total price of PO.
24. INDEMNITY: The Vendor agrees to indemnify, defend and hold harmless Purchaser, its directors, employees, officers, advisers, agents and Affiliates (each a "Purchaser Indemnified Party") from and against any and all Claims and Losses suffered or incurred by the Purchaser, including Claims by a third party, arising out of:
a) any accidents, bodily injury, serious disease or death of any person(s) for reasons attributable to the Vendor;
b) infringement of the Intellectual Property Rights of any third party by the Vendor in the execution of supply of Goods and/or Services;
c) Any third party claim arising due to fraud, gross negligence or wilful misconduct by the Vendor in respect of the PO.
d) All actions, suits, claims and demands brought or made against Purchaser by the Personnel of the Vendor, Sub-Vendor or any other person(s) or any statutory authorities in connection with the Goods or Services under the PO.
e) Breach of any of its obligations arising under the PO including breach of its representation and warranties.
25. RELATIONSHIP BETWEEN PARTIES: Nothing contained in the PO shall be construed or deemed to create any relationship between Parties other than that of Principal-to-Principal relationship in any manner whatsoever. The Vendor shall have complete charge of Personnel and sub vendor, if any, performing the supply of Goods and/ or Services and shall be fully responsible therefor, regardless of the performance by them, or on their behalf hereunder. The responsibility of payment to their Personnel for remuneration/wages, compensation, health and disability insurance, retirement benefits, welfare or pension benefits rests solely with the Vendor and no obligation in the name of or on behalf of Vendor in this regard, express/implied shall be created or assumed by the Vendor or their Personnel.
26. STATUTORY COMPLAINCES:
A. Legal compliances
Vendor undertakes to ensure registration and keeping alive registration of all permits, licenses and approvals as applicable for supply of Goods and/ or Services under the PO. It further undertakes to be in compliance all the time, with all the applicable central, state and local laws and regulations including all applicable labour laws and laws/conventions on Human Rights.
For purposes laid out hereunder, the Vendor undertakes to perform background verification of its Personnel either by itself or through an authorised agency at its own expense if any in this regard:
a) Stationing of their Personnel at Purchaser's Worksite.
b) Granting their Personnel access to Purchaser's network/accounts/software for providing Services.
c) Assignment to such Personnel duties relating to security and safe operation and maintenance of Purchaser's equipment/plant/machinery, which if not carried out prudently would pose serious environmental, health or safety hazards to Purchaser's employees or public at large.
B. MSME Compliance
If the Vendor is registered/or gets registered in-between, under The Micro, Small and Medium Enterprises Development Act, 2006 it shall immediately intimate the Purchaser.
In case the Vendor is an MSME, it agrees and acknowledges that base price of Goods and/ or Services alone shall be payable to it within the period stipulated under applicable law. The GST amount shall become due and payable to Vendor, only upon production of documentary proof of GST payment within 15 days from date of supply of Goods and/ or Services to the Purchaser. Further any retention amount in the form of interest free security deposit shall become due and payable on completion of all the performance and obligations of the Vendor under this PO
The Vendor further acknowledges that Purchaser shall be entitled to release the payment towards GST to the Vendor only 30 [thirty] days after the Vendor furnishes the proof of having paid the said tax to the Government, filed returns and rectified the mistakes/mismatches if any in a proper and timely manner.
C. Health, safety and environment and Anti-bribery: Vendor shall comply with all Health, Safety and Environment and anti-bribery related applicable statutory and labour law requirements
27. DATA PROTECTION AND PRIVACY: Vendor shall adhere to all applicable Privacy Laws, including but not limited to The

Information Technology (reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. Vendor shall comply with all Standards that relate to Privacy Laws and immediately report to the Purchaser for any breach/theft/loss of personal/sensitive Information of Purchaser, its employees, agents, contractors. Vendor shall have sufficient security/checks and balances for protection of data including a grievances officer in place.
28. CORRESPONDENCE/ NOTICES: All correspondence / notices pertaining to the PO shall be addressed to the addresses mentioned in the first page of the PO.

29. LIMITED LIABILITY: The Purchaser, its Board of Directors, employees, contractors and agents shall in no event be liable for any incidental, indirect, punitive, exemplary or consequential damages of any kind which includes but shall not be limited to loss of revenue, loss of power, costs or capital, or costs of replacement, anticipated profits or loss of business, loss resulting from the liability of the Vendor to any other person or for any financial or economic loss. Any pre-advised possibility of any such damages or their foreseeability by Purchaser shall have no bearing in this matter.
30. DISPUTE RESOLUTION: In the event any dispute arising out of or in connection with the PO shall be referred to an arbitration before sole arbitrator mutually appointed by the Parties as per the provisions of Arbitration and Conciliation Act, 1996 and any amendment thereof. The seat and venue of arbitration shall be Pune, Maharashtra. The language of proceedings shall be English. Parties shall bear the cost of Arbitration respectively, otherwise awarded by the Arbitrator.
31. GOVERNING LAW AND JURISDICTION: The PO shall be construed, and the provisions hereof interpreted under and in accordance with the laws of India and subject to the arbitration provision the parties hereby irrevocably agree that the competent courts at Pune shall have exclusive jurisdiction.
32. AMENDMENTS: Any alterations, modifications, extensions, variations, or other changes to the PO will not be valid unless confirmed by Purchaser in writing.
33. USE OF NAME, PUBLICITY, ADVERTISING:
Without prior written consent of the Purchaser, the Vendor shall:
a) Refrain from using the Purchaser's name, logo, trademark or trade name for advertising, promotion, or publicity purposes.
b) Not advertise, promote, or publish the fact that Purchaser is a party to the transaction of purchase of Goods and/or Services from Vendor.
c) Abstain from representing directly or indirectly that Goods and/or Services of Vendor have been approved or endorsed by the Purchaser.
34. PURCHASER'S CODE OF CONDUCT/POLICIES: Vendor confirms and declares having read and understood the Code of Conduct for Thermax Grou's Supply Chain Partners available at: https://www.thermaxglobal.com/wp-content/uploads/2022/03/Code-of-Conduct-Alt-03.pdf and any internal policies which are available at: Thermax company policies (thermaxglobal.com) that shall be required to be adhered to by the representative of the Vendor while working in the premises of the Purchaser. It agrees/confirms/acknowledges that abidance by the Code and any applicable internal policy is mandatory when supplying Goods and/or Services as per the PO and that the Purchaser, its Board / Management has the absolute right to take action for any violation of the Code and internal policy. The Board/ Management may add, amend, review or delete any of the contents of the Code as and when necessary and the Vendor shall be liable to such revisions. Please visit https://www.thermaxglobal.com/customer-support/ for submission of queries, if any.
Our organisation is committed to the highest standards of transparency, honesty and accountability in all its affairs and to providing a workplace conducive to open discussion relating to its business practices. The Thermax 'whistle blower policy' can be found at https://www.thermaxglobal.com/wp-content/uploads/2024/07/TL_Whistle-Blowers-Policy.pdf and concerns about any wrongdoing or unethical practices can be reported to the Chairperson via tlgovernance@gmail.com and /or to the Audit Committee Chairperson via govtlsrt@gmail.com.
35. SPECIAL TERMS: The Purchaser reserves its right to specifies any special conditions either in the PO or through any other document. Such special terms shall supersede and override these general terms of the PO and in all cases the special conditions shall prevail.
36. AUDIT AND INSPECTION: Purchaser will have the right to audit Books and Record, Bank statements and other financial documents related to supply of Services performed under the PO. Further Vendor shall retain the above-mentioned record as required under applicable law.
37. EXCLUSION OF CONVENTIONS: UN Convention on Contracts for the International Sale of Goods, 1980 shall not be applicable for this PO.
***** [End of the Document] *****
This is a computer generated document and does not require any signature or company seal.
THERMAX BIOENERGY SOLUTIONS PRIVATE LIMITED,

Authorised By

This is an electronically approved PO.No signature required.

Note:- Please Send a signed copy of the PO as token of your acceptance of this PO within 07 days..

PO ACCEPTED / NOT ACCEPTED

(Vendors Name & Signature)
ACHAL ENGINEERING WORKS
VIJAY NILKANTH , VIJAY NILKANTH