

TO WHOM SO EVER IT MAY CONCERN


We are happy to declare that CGPL (TATA Power), Mundra-Kachchh have undertaken five projects with KSKV Kachchh University as Project Implementing agency under the able guidance of Dr. Mrugesh H. Trivedi (PI), Assistant Professor, Department of Earth and Environmental Science, since 2014 as a part of Industrial-Accademia collaboration with the objective to develop a systematic process to initiate and complete the subjects related to Climate Change actions and also enhance the partnership mode of intervention through industry and academia collaboration.

Sr. No.	Title and Nature of the Project	Agency by it is Offered	Duration	
			From	To
1.	GIS mapping of existing green belt of CGPL(Tata Power)	PO: 6000048025 27.3.2020	June 2020	December 2020
2.	Phase: III Carbon Sequestration Assessment of Mangroves at Kantiyajal, Modhwa and Terrestrial Plant of CGPL Township and Power plant	PO: 6000031752 9.1.2018	January 2018	January 2019
3.	Ecological Greenbelt Development Plan in and around CGPL Township, Mundra, Kachchh.	PO: 6000026607 14.6.2017	June 2017	June 2018
4.	Phase: II Assessment of Carbon Sequestration potential of Green Belt developed by CGPL, Mundra at CGPL plant and Township and calculate the water footprint of CGPL power plant.	PO: 6000010902 8.8.2015	August 2015	August 2016
5.	Phase: I Assessment of Carbon Sequestration and Foot Print in Kantiyajal (Bharuch) Mangrove Plantation Developed by CGPL	PO: 6300002721 16.8.2014	August 2014	August 2015

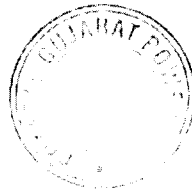
We appreciate and acknowledge the work done by Dr. Trivedi and his team of M.Sc. environmental science students. We also appreciate the quality of work and report produced by Dr. Trivedi and his team which has given a new dimension of practices in the Region. All the listed projects as above are completed by KSKV Kachchh University and all necessary statements viz. expenditure and completion report have also been submitted, hence we may, like to declare that no obligations on either side is pending. We admit the project completion certificate for the above projects. This certificate has been issued on the request of Dr. Mrugesh H. Trivedi (PI) (Asth. Professor Environmental Sciences, Department of Earth and Env. Science, KSKV Kachchh University)

Thanks & Regards

Date: 17/06/2022


Pradeep Ghosal

Head - Environment, CR & Sustainability



Coastal Gujarat Power Limited

(A Tata Power Company)

Ultra Mega Power Project

Tunda Vandh Road, Tunda Village, Mundra, Kutch - 370435.

Tel.: 91 2838 661213

CIN : U40102MH2006PLC182213 Website : www.tatapower.com Email : tatapower@tatapower.com
Regd Office C/o The Tata Power Company Limited, 34 Sant Tukaram Road, Carnac Bunder, Mumbai - 400 009



Visit us at : www.kutchilevapatel.org

Ph : (02832) 230077, 231177, Fax : 231155

Shri Kutchi Leva Patel Samaj - Bhuj

Trust Reg. No. : A-1082 (Kutch)

Sardar Patel Vidya Sakul, Mundra Road, Bhuj - Kutch - Gujarat - India 370 001

Ref. No: SKLPS/Agri/Admin/02

Date: 14/05/2018

To,

Dr. Jyotindra J. Bhatt

Asst. Professor,

Department of Chemistry,

K.S.K.V. Kachchh University,

Mundra Road, Bhuj- Kachchh, 370001.

Subject: Sending sample for Soil testing

Respected Sir,

As per our agreement, we are ready to deal with you for Soil testing Services. As per our requirement we need an accurate and proper format of result to analysis the soil. As the project of soil testing is future oriented; outcome of the test is most important for further process.

As per your rules and regulation, we are sending, total 138 samples (4 parcels) for soil testing at your laboratory. We kindly request you to give testing report as soon as possible. So we can convey the report with our farmers at the earliest.

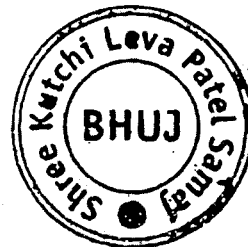
We hope you will impact your valuable time to support us. Thank you.

K. V. Mehta
14/5/18

Ms. Kunjan Mehta

Administrator

(Mo. 9978374866)





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Trust Reg. No. : A-1082 (Kutch)

Sardar Patel Vidya Sankul, Mundra Road, Bhuj - Kutch - Gujarat - India 370 001

Ref No: SKLPS/Agri./Admin/12

તારીખ: ૧/૧૦/૨૦૧૮

પ્રતિશ્રી,

ડો. જ્યોતીન્દ્ર જે. ભટ્ટ,

આસિ. પ્રોફસર,

ડીપાર્ટમેન્ટ ઓફ કેમેસ્ટ્રી,

કે.એસ.કે.વી. કચ્છ યુનિવર્સિટી,


ભુજ - કચ્છ ૩૭૦૦૦૧

વિષય: જમીનના નમુનાઓની ચકાસણી બાબતે

શ્રીમાન,

સવિનય સાથે જણાવવાનું કે અમારી સંસ્થા શ્રી કચ્છી લેવા પટેલ સમાજ - ભુજ દ્વારા મોકલવામાં આવતા જમીનના નમુનાઓ તમારી ઇન્સ્ટીટ્યુટ ક્રાંતિગુરુ શ્યામજી કિષ્ના વર્મા કચ્છ યુનિવર્સિટીના ભવન ડીપાર્ટમેન્ટ ઓફ કેમેસ્ટ્રી ખાતે ચાલતા સોઇલ એનાલીસીસ કેન્દ્ર પર તે જમીનના નમુનાઓનું પૃથક્કરણ કરવામાં આવે છે. અને આ માટે કો-ઓરડીનેટર તરીકે તમે ફરજ બજાવો છો તો આપશ્રી ને જાણ કરતાં અમને આનંદ થાય છે કે અત્યાર સુધીમાં થયેલ તમામ જમીનના નમુનાઓની ચકાસણી અને તેના રિપોર્ટ ના કામકાજથી અમે સંતુષ્ટ છીએ. અને આગળ પણ આ જ રીતે જમીનના નમુનાઓની ચકાસણી થાય તેવી આશા રાખીએ છીએ.

અભાર સહ ,


Trustee
Shree Kutchi Leva Patel Samaj
Bhuj - Kutch

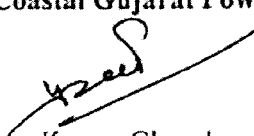
TO WHOM SO EVER IT MAY CONCERN

We are happy to declare that CGPL (TATA Power), Mundra-Kachchh have undertaken project with KSKV Kachchh University as Project Implementing agency under the able guidance of Dr. Mrugesh H. Trivedi (PI), Assistant Professor, Department of Earth and Environmental Science, since June 2021 as a part of Industrial-Accademia collaboration with the objective to develop a systematic process to initiate and complete the subjects related to Climate Change actions and also enhance the partnership mode of intervention through industry and academia collaboration on Miyawaki Plantation Phase - I.

We appreciate and acknowledge the work done by Dr. Trivedi and his team of M.Sc. environmental science students. We also appreciate the quality of work and report produced by Dr. Trivedi and his team which has given a new dimension of practices in the Region. The listed project as below is completed by KSKV Kachchh University and all necessary statements viz. expenditure and completion report have also been submitted, hence we may, like to declare that no obligations on either side is pending. We admit the project completion certificate for the following project.

Sr. No.	Title and Nature of the Project	Agency by it is Offered	Duration	
			From	To
1.	Miyawaki Plantation Phase - I	PO: 7000002574 10.6.2021	June 2021	August 2022

Thanks & Regards
For Coastal Gujarat Power Limited


Pradeep Kumar Ghosal
Head - Environment, CR & Sustainability

Coastal Gujarat Power Limited

(A Tata Power Company)

Ultra Mega Power Project

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Regd Office C/o The Tata Power Company Limited, 34 Sant Tukaram Road, Carnac Bunder, Mumbai - 400 009

BALKRISHNA INDUSTRIES LIMITED

Bhuj Bhachau Road, S.H. Highway no.42

Padhdhar, Bhuj-Kutchh, Gujarat

Phone : +9102832 - 248300 Website : www.bkt-tires.com

CIN no.:L99999MH1961PLC012185

Asset description :

User : MMP13 Buyer Local



PURCHASE ORDER (LOCAL)

SELLER : PK138	Purchase Order No. 4200037229	Date : 04.08.2021
NAME : KSKV KACHCHH UNIVERSITY	SHIP TO : BALKRISHNA INDUSTRIES LIMITED	
ADDRESS : MUNDRA ROAD	BHUJ : BHUJ-BHACHAU ROAD.	
	VILLAGE PADHDHAR.PIN : 370105,	
	TALUKA BHUJ, KUTCH - GUJARAT	
	GSTIN No.24AAACB3333J122	
PHONE : BHUJ 370001 India	Contact For This Order : purchase.bhuj@bkt-tires.com	
PHONE : 9429613901	Mail Commercial Invoices in Duplicate to:	
FAX :	The Accounts Department,	
E-MAIL : DRMRUGESH.TRIVEDI@KSKVKU.AC.IN	BALKRISHNA INDUSTRIES LIMITED,	
GSTIN/UIN ID : 24AAAJK0749A1ZR	Bhuj Bhachau Road, S.H.Highway no.42	
ATTENTION :	Padhdhar, Bhuj-Kutchh, Gujarat	

Sr. No.	Item Code	SAC CODE	Material Description	Qty/Unit	Rate INR	Discount	Net Price INR
			RESOURCES WITH PREPARATION OF PARTICIPATORY CONSERVATION ACTION PLANS (5 KMS RADII FROM BKT LANDSCAPE AND WITH SELECTED VILLAGE)				
Total							940,000.00
Other Charges							0.00
PACKAGING & FORWARDING CHARGES :							0.00
FREIGHT: FOR SITE							0.00
CGST: 9 %							84,600.00
SGST: 9 %							84,600.00
TOTAL ORDER VALUE							1,109,200.00
DELIVERY PERIOD: AS PER OUR SCHEDULE							
TERMS OF PAYMENT: 40% ADVANCE & 30% AFTER APPROVAL OF SUBMITTED DRAFT REPORT & 30% AFTER FINAL REPORT							
SUPPLIER QUOTE/OTHER REF.:							

- Note: I. Tax Invoices in duplicate and Lorry Receipt(L.R) shall be sent to delivery destination.
 II. Pl. confirm whether your enterprise is Micro, Small or Medium as defined under "The Micro, Small and Medium Enterprises Development Act, 2006"

For BALKRISHNA INDUSTRIES LIMITED



(Handwritten Signature)
 (Authorized Signatory)

(Seller's Acceptance)

Regd.Office: B-66, Waluj MIDC, Waluj Industrial Area, Aurangabad - 431 136, (Maharashtra)

Corporate Office: "BKT HOUSE", C/15, Trade World, Kamala Mill Compound, Senapati Bapat Marg, Lower Parel, Mumbai-400013.India.

The Terms and Conditions attached to Purchase Order shall constitute a part of this offer to purchase to the same extent as if set out on the face herof, and any acceptance of this order shall be deemed to be given subject to each and all of the said Terms and Conditions.

BALKRISHNA INDUSTRIES LIMITED

Bhuj Bhachau Road, S.H. Highway no.42

Padhdhar, Bhuj-Kutchh, Gujarat

Phone : +9102832 - 248300 Website : www.bkt-tires.com

CIN no.:L99999MH1961PLC012185

Asset description :

User : MMP13 Buyer Local



PURCHASE ORDER (LOCAL)

SELLER : PK138 NAME : KSKV KACHCHH UNIVERSITY ADDRESS : MUNDRA ROAD : : : BHUJ 370001 India PHONE : 9429613901 FAX : E-MAIL : DRMRUGESH.TRIVEDI@KSKVKU.AC.IN GSTIN/UN ID : 24AAAJK0749A1ZR ATTENTION :	Purchase Order No. 4200038336 Date : 30.11.2021 SHIP TO : BALKRISHNA INDUSTRIES LIMITED BHUJ : BHUJ-BHACHAU ROAD, VILLAGE PADHDHAR, PIN : 370105, TALUKA BHUJ, KUTCH - GUJARAT GSTIN No.24AAAACB33331J22 Contact For This Order : purchase.bhuj@bkt-tires.com Mail Commercial Invoices in Duplicate to: The Accounts Department, BALKRISHNA INDUSTRIES LIMITED, Bhuj Bhachau Road, S.H.Highway no.42 Padhdhar, Bhuj-Kutchh, Gujarat
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Sr. No.	Item Code	SAC CODE	Material Description	Qty/Unit	Rate INR	Discount	Net Price INR
1	3002246	9987	LAB. WORK & ISSUANCE CERTIFIED GAS COMPO LABORATORY WORK AND ISSUANCE OF CERTIFIED GAS COMPOSITION REPORT *Transportation and Food in BKT scope 1) Deployment of Research Associate (4 Man Days) + Assistant Professor (2 Man Days) to expert supervision of sampling process and assistance in preparation of Analysis Report. 2)BKT will provide vehicle for TO & FRO from Kutch University - Bhuj and also food arrangement at site on all 4 Days.	1.000 WK	20,000.00	0.00	20,000.00
Total							20,000.00
Other Charges							0.00
PACKAGING & FORWARDING CHARGES :							0.00
FREIGHT: EXTRA							0.00
WT: 9 %							1,800.00
SGST: 9 %							1,800.00
TOTAL ORDER VALUE							23,600.00

DELIVERY PERIOD: AS PER OUR SCHEDULE
TERMS OF PAYMENT: 100% Advance
SUPPLIER QUOTE/OTHER REF.:

Note: I. Tax Invoices in duplicate and Lorry Receipt(LR) shall be sent to delivery destination.
 II. Pl. confirm whether your enterprise is Micro, Small or Medium as defined under "The Micro, Small and Medium Enterprises Development Act, 2006"

For BALKRISHNA INDUSTRIES LIMITED



(Handwritten Signature)

(Authorized Signatory)

(Seller's Acceptance)

Regd. Office: B-66, Waluj MIDC, Waluj Industrial Area, Aurangabad - 431 136, (Maharashtra)

Corporate Office: "BKT HOUSE", C/15, Trade World, Kamala Mill Compound, Senapati Bapat Marg, Lower Parel, Mumbai-400013, India

The Terms and Conditions attached to Purchase Order shall constitute a part of this offer to purchase to the same extent as if set out on the face hereof, and any acceptance of this order shall be deemed to be given subject to each and all of the said Terms and Conditions.

(Handwritten Signature)
PUR-02-P03

BALKRISHNA INDUSTRIES LIMITED

Bhuj Bhachau Road, S.H. Highway no.42

Padhdhar, Bhuj-Kutchh, Gujarat

Phone : +9102832 - 248300 Website : www.bkt-tires.com

CIN no.:L99999MH1961PLC012185

Asset description : PRE-OPERATIVE
EXPENSE FOR NEW CARBON PLANT

User: MMPI3 Buyer Local Carbon

PURCHASE ORDER

(LOCAL)

SELLER : PCK042 NAME : KSKV KACHCHH UNIVERSITY ADDRESS : MUNDRA ROAD : : : BHUJ 370001 India PHONE : 9429613901 E-MAIL : DRMRUGESH.TRIVEDI@KSKVKU.AC.IN STIN/UN ID : 24AAAJK0749A1ZR ATTENTION :	Purchase Order No. 6250001522 Date : 07.08.2023 SHIP TO : BALKRISHNA INDUSTRIES LIMITED (Unit : Carbon Black) BHUJ : BHUJ-BHACHAU ROAD, VILLAGE PADHDHAR, PIN : 370105, TALUKA BHUJ, KUTCH - GUJARAT GSTIN No. 24AAAACB3333J1Z2
	Mail Commercial Invoices in Duplicate to: The Accounts Department, BALKRISHNA INDUSTRIES LIMITED,

Sr. No.	Item Code	HSN CODE	Material Description	Qty/Unit	Rate INR	Discount	Net Price INR
			Challan) b) Attendance / Wage Register with wages deposited bank details. c) PT Challan				
Total							902,000.00

Other Charges	0.00
PACKAGING & FORWARDING CHARGES :	0.00
WEIGHT: FOR SITE / INCLUDED	0.00
GST: 9 %	81,180.00
GST 9 %	81,180.00
TOTAL ORDER VALUE	1,064,360.00

DELIVERY PERIOD: 6 MONTHS / AS PER SCHEDULE
TERMS OF PAYMENT: 40% ADVANCE WITH PO, 30% AFTER SUBMISSION OF DRAFT REPORT & 30% ON SUBMISSION OF FINAL REPORT
SUPPLIER QUOTE/OTHER REF.:

- note: I. Tax Invoices in duplicate and Lorry Receipt(LR) shall be sent to delivery destination.
 II. Pl. confirm whether your enterprise is Micro, Small or Medium as defined under "The Micro, Small and Medium Enterprises Development Act, 2006"

for **BALKRISHNA INDUSTRIES LIMITED**

Signature Not Verified

Digitally Signed by: Narendra Kumar
Location: Balkrishna Industries Ltd
Date: Wed Aug 09 13:43:04 IST 2023

Authorized Signatory)

(Seller's Acceptance)

Regd. Office: B-66, Waluj MIDC, Waluj Industrial Area, Aurangabad - 431 136, (Maharashtra)

Corporate Office: "BKT HOUSE", C/15, Trade World, Kamala Mill Compound, Senapati Bapat Marg, Lower Parel, Mumbai-400013, India.

The Terms and Conditions attached to Purchase Order shall constitute a part of this offer to purchase to the same extent as if set out on the reverse hereof, and any acceptance of this order shall be deemed to be given subject to each and all of the said Terms and Conditions.



Seller Code : PCK042

Name : KSKV KACHCHH UNIVERSITY

GENERAL TERMS & CONDITIONS OF PURCHASE OF GOODS / MATERIAL / SERVICES

1. ACCEPTANCE OF PURCHASE ORDER

Within three (03) business days from the date of Purchase Order, the Seller shall acknowledge the receipt of the same and shall convey his acceptance in its entirety without any exceptions to the Buyer, failing which the Seller shall be deemed to have accepted the Purchase Order. The Seller by acceptance of terms and conditions of this Purchase Order waives and consider as cancelled any of his general sales terms and conditions.

The Buyer shall not accept any responsibility for any order unless it is issued on Buyer's official Purchase Order duly signed by the authorized signatory. However, no physical signature is required in case of electronic copy generated through system.

2. PRICING

The Price shall be exclusive of all taxes, duties and statutory levies on the purchase of Goods as applicable (unless otherwise agreed in the Purchase Order) which includes Goods and Services Tax (Central GST, State GST, IGST or any other tax applicable under the GST regime).

The Seller agrees that the prices stated in the Purchase Order shall be firm and not subject to price adjustment or escalation unless otherwise stated in Purchase Order or subsequent amendment of Purchase Order. Unless agreed in writing by the Parties, the Price includes performance of all the required obligations of the Seller and all expenses, charges and disbursements. The Seller shall provide Bank Guarantee / Performance Bank Guarantee to the Buyer as may be agreed between them as per the Buyer's prescribed format.

3. INVOICING INSTRUCTIONS

The Seller shall issue a separate invoice for each separate shipment in the form and manner prescribed under GST invoice rules containing all the particulars mentioned therein.

The invoice must contain following mandatory information:

- (i) Buyer's Name and address with GST No. along with the details of concerned person.
- (ii) Purchase Order No. & date.
- (iii) HSN Code (6 digits mandatory however, 8 digits will be preferred).
- (iv) Material description.
- (v) Quantity / Unit.
- (vi) Rate per unit as per PO.
- (vii) Rate of GST (IGST/CGST/SGST).
- (viii) Signature of Seller or the authorised person.
- (ix) Incoterm.
- (x) Bank details.
- (xi) Batch No. with Manufacturing date.
- (xii) Declaration whether the tax is payable under Reverse Charge Mechanism.

The Tax invoice in duplicate with Lorry Receipt shall be submitted at the Delivery Destination. In case the turnover of the Seller (under same PAN) has exceeded Rs. 50 crores during any of the three (3) preceding financial years, the invoice/debit note/credit note shall be with proper IRN and QR code. The Seller shall generate e-way bill for all the dispatches and will be responsible for detention of the vehicle due to any errors in the e-way bill.

4. PACKAGING

The Seller shall pack Goods / Material in accordance with good commercial practice or as per special instructions, if any, given by the Buyer. It should be properly marked viz. Buyer's name, address, purchase order number and total number of items, e.g. box /spools 1 of 4 boxes and spools. The Seller shall also provide the Packing list and its commercial value. Seller shall be responsible for any damage caused due to defective packaging of the Goods.

5. DELIVERY, TITLE AND RISK OF LOSS

The performance by the Seller of its obligations under the Purchase Order at the specified dates is an essential condition. The Seller agrees to take all actions to ensure that the Goods are delivered as per Schedule and to ensure that all other obligations of the Seller described in this Purchase Order are performed on the specified dates. The delivery of Goods will not be deemed to have been effected by the Seller until the receipt of the Goods at the Delivery Point is acknowledged in writing by the Buyer, or the Buyer's agent having the Buyer's authority in writing.

Notwithstanding the foregoing, the Seller shall be responsible for and shall bear any and all risk of loss or damages to the Goods until delivery thereof. Upon such delivery, risk of loss or damages shall pass to the Buyer.

Unless specified or agreed between the Parties, the Seller shall, at its sole risk and cost, self-insure or purchase insurance for the Goods against the risk of loss of or damage to the Goods for the full replacement value of the Goods until delivery of the Goods in accordance with the terms of the Purchase Order.

In the event of, the Seller's failure to deliver the Goods as specified, the Buyer without prejudice to his other rights, may:

- (i) Cancel the Order in entirety or any part thereof.
- (ii) Return part or any delay deliveries or all of any delayed deliveries.
- (iii) Recover from the Seller any losses or damages suffered.
- (iv) Purchase the Goods ordered or any part thereof, from other source on Seller's account, in which case the Seller shall be liable to pay the Buyer not only the difference between the prices at which such Goods have been actually purchased and the prices calculated at the rate set out in this Purchase Order, but also any other loss or damages, the Buyer may suffer.

In an event where the Buyer and Seller have agreed to avail the benefit provided under the Export Promotion Capital Goods Scheme ("EPCG SCHEME"), the Seller shall provide the requisite documents to the Buyer well in advance. The Seller shall indemnify and hold harmless the Buyer against any loss / damages suffered or incurred by the Buyer due to non-compliance of this condition by the Seller.

6. PAYMENT SCHEDULE

The Buyer shall make payment as specified in the Purchase Order. The payments shall be withheld by Buyer on account of:

- (i) Defective Goods or services not remedied.
- (ii) Claims made or filed.
- (iii) Unsatisfactory performance.
- (iv) Failure of Seller to pay any subcontractors.
- (v) Any amounts owed by Seller to Buyer or its affiliates.
- (vi) The tax invoice/debit note/credit note, as the case may be, is not appearing in GSTR-2A/GSTR-2B at buyer's end.

The Buyer shall retain the GST component on supplies/service received from the Seller/service provider till the corresponding credit has become available in GSTR-2A ledger. In case of mismatch of credit in the GSTR-2A ledger, Seller agrees and undertakes to indemnify the Buyer for the same along with interest and penalty if any. The Buyer shall not release any GST payment against the Performa invoice.

The Buyer shall have a right to cancel the Purchase Order with the Seller, in the event the Seller is black listed on the GST portal or if rating of the Seller falls below the minimum acceptable requirement of the GST portal either due to any non-compliance of GST provisions or otherwise. All the payments are subjected to Tax Deducted at Source (TDS) wherever applicable at such rates as may be specified. The Buyer reserves the right to hold partially the payment in order to guarantee the performance of the Purchase Order. The Seller shall maintain all documents and records related to GST law and provide the same to the Buyer on his request.

The Buyer shall pay certain percentage of amount to the Seller during the execution of this Purchase Order as Advance Payment as per mutually agreed terms. In case of Services where the advance payment is given, Tax Invoice is mandatory. The Seller hereby acknowledges and agrees that the entire Advance Payment shall immediately become due and payable by the Seller to the Buyer in the event of any failure by the Seller to supply all of the Goods in accordance with the Purchase Order. The Seller shall not be entitled to offset or deduct any costs or expenses, incurred by the Seller in performance of Seller's obligations under the Purchase Order.

7. INSPECTION, REJECTION & REMOVAL OF REJECTED GOODS

Inspection of Goods shall be carried out at the Buyer's site or store within 15 days from receipt of Goods. The Buyer shall have right to return to the Seller any material or Goods delivered in error or rejected Goods at Seller's cost and risk. The Buyer at its sole discretion shall have the option to dispose the material of Goods so rejected and not taken back within the specified period of one month.

8. WARRANTY

The Seller warrants that all Goods and/or workmanship shall be best quality and the Goods supplied under this Purchase Order shall be suitable for the purpose for which the same is to be used. The Seller guarantees that the material shall be in strict compliance with the specifications and requirements agreed upon and further agrees that all Goods shall be repaired or replaced as the case may be, at his own expenses, in case the same have been found to be defective in respect of Goods, workmanship, design or process of manufacturing within a period of twelve (12) months after the same have been put in use or Eighteen (18) months from the date of completion of delivery of the Goods by the Buyer, whichever is shorter (The Defect Liability Period). If during the Defects Liability Period, any Goods are found to be defective, they shall be promptly replaced or rectified by the Seller at its own cost. Goods which are so replaced or rectified are guaranteed by the Seller in terms of above for a period of twelve (12) months from the date of replacement or rectification as the case may be or the remainder of the defects liability period whichever is the longer period (the Extended Defects Liability Period). In case of failure on the part of Seller to remove the defective Goods from the site, Buyer will be entitled for liquidated damages.

9. SPARE PARTS AND SPARE PARTS INTERCHANGEABILITY LIST (SPIL)

The Seller shall provide list and item wise price break up for erection and commissioning Spare, capital Spares and two (2) years operations Spares. The prices quoted for all such Spares shall be valid until expiration of the Goods Warranty Period or Extended Defects Warranty Period, whichever occurs later.

The Buyer material code must be tagged on the individual spares delivered along with equipment for identification and tracking.

10. FORCE MAJEURE

Either party shall be liable to the other for any delay or failure in performing its obligations under this Order to the extent such delay or failure is caused by an event or circumstance that is beyond that party's reasonable control, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (a "Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strikes, embargoes or industrial disturbances. Seller's economic hardship, labor difficulties or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to immediately notify Buyer in writing of any actual or potential Force Majeure Event and the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Order. If a Force Majeure Event prevents Seller from carrying out its obligations under this Order for a continuous period of more than ten (10) business days, Buyer may terminate this Order immediately by written notice.

11. CONSEQUENTIAL LOSSES

Notwithstanding anything contained in any related document, Seller's liability does not extend to consequential damages.

12. LIQUIDATED DAMAGES

If delivery of the Goods or Services is delayed, Buyer is entitled to liquidate damages of 0.5% of the total Purchase Order value per week. The total liquidated damages shall not exceed 5% of the total Purchase Order value. In the event that the direct losses incurred by Buyer due to the delay are higher than the amount of liquidated damages, Buyer may instead claim compensation for the losses.

13. CONFIDENTIALITY

The Seller shall keep in strict confidence all confidential information of the Buyer (however recorded, preserved or disclosed) of any kind whatsoever relating to information of a confidential, proprietary, economic, technical, financial or commercial nature. The Seller shall not use any such Confidential Information for any purpose other than to perform its obligations as envisaged by, or under, the Purchase Order. The Seller may only disclose Confidential Information to its employees, officers or permitted subcontractors to the extent strictly necessary for the performance of a Purchase Order and shall ensure that its employees, officers or permitted subcontractors to whom it discloses Confidential Information are subject to obligations of confidentiality.

14. INDEMNIFICATION

Seller shall, at its expense, defend and indemnify Buyer and its subsidiaries, affiliates and agents and their respective officers, directors, shareholders and employees (collectively "Indemnitees") from and against any and all losses, costs, expenses, damages, liquidated damages, claim, demand or liability, including reasonable attorney and professional fees and costs and the cost of settlement, compromise, judgment or verdict (collectively, "Damages") incurred by or demanded of an Indemnitee arising out of, resulting from or occurring in connection with Seller's Goods or services or Seller's negligence, willful misconduct or breach of the terms of this Purchase Order.

15. INTELLECTUAL PROPERTY RIGHTS

All materials specifications, data supplied by the Buyer to the Seller shall remain, the exclusive property of the Buyer. The Seller assigns full title guarantee and free from all third party rights any Intellectual Property Rights in all documents, deliverables, Products and materials to be provided by the Seller or its employees, officers or permitted subcontractors in relation to the Services in any form, including without limitation data, reports and specifications.

16. DISPUTES, ARBITRATION & JURISDICTION

In case of any dispute or differences arising out of or relating to this Purchase Order including interpretation of its terms shall be resolved through mediation/joint discussions of the authorized representatives of both the parties. However, if the disputes are not resolved by such mediation within a period of 30 days, then the same shall be referred to arbitration to be conducted by a sole arbitrator to be appointed by consent of both Parties. If the Parties fail to have consent for a single arbitrator, then both Parties shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator, who shall act as the presiding arbitrator. The arbitrator will decide the matter in accordance with the Arbitration & Conciliation Act, 1996 including any modification, amendment thereto.

The venue for such arbitration shall be Mumbai and any order/direction/award of the arbitrator shall be final and binding on both the parties. The arbitration proceedings shall be conducted in English language. The courts at Mumbai shall have the sole jurisdiction.

17. COMPLIANCES WITH LAW

Seller represents and warrants to Buyer that the Goods / Services will and have been designed, manufactured and delivered and have been performed in compliance with all applicable laws and regulations including without limitation, environmental, health and safety laws and regulations and any policies or guidelines issued by the Buyer.

18. TERMINATION

The Buyer may, without prejudice to any other remedy for breach of terms of the Purchase Order by written notice of default sent to the Seller, terminate this order in whole or in part if the Seller fails to perform any other obligation(s) under this Purchase Order.

Buyer may, at any time by written notice to Seller, terminate all or any part of the Purchase Order for Buyer's convenience, in which event Seller agrees to stop work immediately as to the terminated portion of the Purchase Order and to notify subcontractor(s) to stop work, and protect and preserve property in its possession in which Buyer has an interest. If the Purchase Order is terminated, in whole or in part, for Buyer's convenience, Seller shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the reasonable cost of Seller's actual performance of work under the Purchase Order till the effective date of termination, plus a reasonable profit thereon provided that no amount shall be paid to Seller for (i) any anticipatory profit related to work under the Purchase Order not yet performed, or (ii) costs incurred due to Seller's failure to terminate work as ordered on the effective date