

PURCHASE ORDER AMENDMENT

Larsen & Toubro Limited
Pankaj Building, Opp GEB substation
N.H No 8, Channi
Vadodara 391740 Gujarat INDIA
Telephone : 0265-2451600 Fax :

PO NO. :EPC/E03/21000-17040/VE
PO Date : 09.01.2013
Contact Person : Ezhilarasan Vaitniyanathasamy
Contact Telephone :

AMENDMENT NO. : 001
Amendment Date: 28.01.2013
Contact Email
V/EZHILARASAN@LNTPOWER.COM

To,
VENDOR CODE: 301342
Kaivan Engineers
204,Madhav Complex, R. C. Dutt Road
Vadodara 390007
Gujarat INDIA
ATTN:Mr. Anish P Shah
Telephone: 0265 2324634 Telefax: 0265 2324635
Email ID : anish@kaivanindia.com

YOUR REFERENCE:
Ref Annex II

OUR REFERENCE:
Ref Annex II

PRICING & TAXATION:
Please refer details in Annexure I.

PAYMENT TERMS:
Please refer details in Annexure II.

Please arrange to provide the goods / services described below strictly as per terms and conditions mentioned in this Purchase Order and its enclosure/s

GENERAL DESCRIPTION		CURRENCY	TOTAL VALUE (PRICE)
Design, Engineering, Procurement, Manufacturing, pre-assembly, assembly, Inspection & Testing, Supply and Providing site services as per the details stipulated; for Supply of Large Bore Pipes with IBR & Non IBR as per Technical Specification for #3x660 MW Koradi TPS Expansion Project - Main Plant BTG Package" of M/s Maharashtra State Power Generation Company Limited (MAHAGENCO/ the Owner) at Koradi, Nagpur, Maharashtra state.		INR	2,157,552.00 Rupees - Twenty One Lakh Fifty Seven Thousand Five Hundred Fifty Two only.
Project No:PC 101		Incoterms : FOR KORADI Site Shipment/ Delivery Basis:	

Please refer to our general conditions and specific conditions of purchase already forwarded/attached.

DESPATCH DETAILS: Materials to be dispatched only after receiving Dispatch Clearance from Larsen & Toubro Limited

TIN NO.(LST) : 27850300132V

TIN NO. (CST) : 27850300132C W.E.F. 01.04.06

ECC No. :

DOCUMENTATION : Kindly send us Commercial Invoice (One Original + Two Duplicate, duly signed), three copies of Delivery Challan, Excise Invoice & LR immediately after dispatch of the consignment. Set of documents should also contains TCs / MTCs & Inspection reports.

BILLING : Bills submitted against this Purchase Order must contain Purchase Order No. & Date, Purchase Order Item No. and Vendor code.

Inspection Charges will be borne By : By L&T

Transporter Arranged By : By Kaivan Engineers

Bank Charges if any : By Kaivan Engineers

Testing Charges will be borne By : By Kaivan

Freight Charges will be borne By : By Kaivan Engineers

Insurance Charges will be borne By : By Kaivan Engineers

PROJECT: 3X660MW Koradi TPS

Registered Office : L&T House, Ballard Estate, Mumbai : 400 001, INDIA

For Larsen & Toubro Limited

V G Vinchurkar
Project Head - Koradi Project

Please Cut Here

Please return this Acceptance Memo (ACPO) within SEVEN days to the "Contact Person" indicated ABOVE.
Non-Receipt will mean that the PO along with the terms and conditions would be deemed to have been accepted.

To Larsen & Toubro Limited
We acknowledge receipt of your AMENDMENT NO. : 001 dated 28.01.2013 to PO NO. Lars/21000-17040/VE dated
We Agree to Supply the goods as per the terms & conditions of this Purchase Order and its enclosure/s which have been read and understood by us.
Name: _____
Address: _____

Rubber stamp and Signature of Seller/s
Date



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Item No	Material/ Service Code Cost Code	Material / Service Description Cost Code Description	FROM			TO			Item Total Value (INR)			
			Total PO Quantity	Unit	Rate / Unit (INR)	Item Total Value (INR)	Total PO Quantity	Unit		Rate / Unit (INR)		
1	PPS2AESNB1ZZZS9PA	PIPE SEAMLESS ASTM A106 B 450mm SCH 60 PLAIN END ASME B36.10M Carbon Steel Pipe-IBR Category	15.750	m	36006.00	567094.50	ITEM	DELETED	No Change	No Change	No Change	No Change
2	PPS2AESNCNZZZFPA	PIPE SEAMLESS ASTM A106 B 650mm SCH STD PLAIN END ASME B36.10M Carbon Steel Pipe-IBR Category	10.080	m	65891.00	664181.28			No Change	No Change	No Change	No Change
	KORADI C10901-1.1.5.1	PIPING Tax: A/P -NIL ED+CST (2% against C form)				677464.91	Subtotal(Inc.Tax):					677464.91
3	PPS2AESNCIZZZS9PA	PIPE SEAMLESS ASTM A106 B 600mm SCH 60 PLAIN END ASME B36.10M Carbon Steel Pipe-IBR Category	9.000	m	71056.00	639504.00			No Change	No Change	No Change	No Change
	KORADI C10901-1.1.5.1	PIPING Tax: A/P -NIL ED+CST (2% against C form)				652294.08	Subtotal(Inc.Tax):					652294.08
4	REIMB_FREIGHT	Reimbursement of Freight	29000.000	Numbers	1.00	29000.00			No Change	No Change	No Change	No Change
	KORADI C10901-1.1.5.1	PIPING Tax: A/P -Nil Tax				29000.00	Subtotal(Inc.Tax):					29000.00
5	PPS2AESNCGZZZS9PA	PIPE SEAMLESS ASTM A106 B 450mm SCH 60 PLAIN END ASME B36.10M Carbon Steel Pipe-IBR Category					ITEM	ADDED	21.75	m	36006.00	783130.50
	KORADI C10901-1.1.5.1	PIPING Tax: A/P -NIL ED+CST (2% against C form)					Subtotal(Inc.Tax):					798793.11

(Handwritten Signature)



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Summary:

Total Gross Price	2115815.78
Total A/PCST NonDeductible	41736.32

Total Value (Rounded off to)	1,937,195.00	INR	2,157,552.00
	(Old)		(New)

Rupees - Twenty One Lakh Fifty Seven Thousand Five Hundred Fifty Two only.

Larsen & Toubro Limited

V G Vinchurkar
Project Head - Koradi Project



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Item No	FROM			TO		
	Schedule Quantity	Delivery Date	Tax Code	Schedule Quantity	Delivery Date	Tax Code
2	10.080	31.03.2012	NL	No Change	15.04.2013	No Chnage
3	9.000	31.03.2012	NL	No Change	15.04.2013	No Chnage
4	29000.000	31.03.2012	A0	No Change	15.04.2013	No Chnage
5	ITEM ADDED			21.750	15.04.2013	NL

REASON FOR AMENDMENT

Amendment Number:- 001

Line Item 01 deteled and line item 05 added with additional qty of 5 mtrs for same price and delivery date changed for QAP approval delay.

ALL OTHER TERMS, CONDITIONS AND DETAILS REMAIN UNALTERED

M. K. Pariani



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1.0 References:

Your Offer KVN/L&T KORADI/001/12.11.12 and your final offer by mail dt:29.12.2012 and MOM dt:06.12.2012

2.0 Enclosures:

1. Technical Specification
2. QAP
3. Annexure E - Billing & Despatch Instructions

3.0 Payment Terms:

100 % Payment Shall be released Including taxes and duties within 15 days after receipt of material at site.

4.0 Liquidated Damages:

If Supplier fails to Deliver as per Delivery Schedule then LD applies @ 1 % of the Total Contract Price per week of delay or part thereof subject to the maximum 5 % of the Total Contract Price of Undelivered portion with a grace period of 14 days.

5.0 Terms of delivery:

All Material shall be Delivered to Site On or before 10.04.2013

6.0 Special terms and conditions:

1 Scope of supply
M/s Kaivan Engineers shall supply of Large Bore Pipes as per BOQ in Annex #1 on F.O.R Koradi Site basis. The Supply shall be confirming to Technical specification & QAP as agreed. However the material can be only one Schedule Higher than our requirement with no additional Cost. If the required schedule is not available.
Raw material, spares, sub assembly, assembly used for manufacturing of the product / material in this scope of supply should not be sourced from China.

2 Delivery Completion.

Delivery is the essence of this contract and you shall strictly adhere to our delivery schedule.
Despatch date for delivery of above scope of supply shall not be beyond delivery date mentioned in Annex .
However supplier will make every effort to pre-poner the delivery of material and satisfy the delivery requested by L&T.
The mill shall submit detailed manufacturing schedule, QA/QC plan within one week from purchase order receipt date.
Vendor to submit weekly item wise progress report irrespective of the work completed.

3 Technical compliance.

All the material to be supplied must comply with following documents of project specification.
BOQ & price schedule
Technical specification.
Quality Assurance plan.

Make of All Pipes: V&M, TENARIS, VALCONY, ARCELOR MITTAL, PRODUCITOS TUBALRES & WYMAN GORDAN

4. Price Basis.

Total Purchase order price is based F.O.R Koradi Site basis. The prices shall remain firm till the completion of this contract irrespective of variation in prices input raw material / bought items, foreign exchange fluctuation in international currencies or any other charges.

5 Taxes & Duties Applicable

CST @2% will be applicable (No Other Taxes and Duties shall be Paid L&T, If any shall be borne by Kaivan Engineers)

6 Tolerance

Delivery tolerance: Negative tolerance is not acceptable to us and you shall meet our quantity requirement mentioned in annexure-I.

7 Testing And Inspection:

Testing and Inspection of ordered Pipe shall be carried out as per our Specifications, Quality Assurance Plan and as applicable standard, The charges for the same are included in your price. Despatch clearance will be Continue.

L.C.: 28.01.2013 16:31:23

Our Reference : Ref Annex II



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given by M/s. L&T on the basis of review of inspection report

Third party inspection:

Material will be supplied with third party inspection. Third party inspection agency will be appointed by L&T. Charges towards Third party testing will be borne by L&T .

8 Warranty / Guarantee:

All items supplied by you shall be covered under warranty upto May 2016.

9 Insurance :

Transit insurance will be covered by M/s. L&T. You will inform us prior to dispatch with all necessary information such as item description, value, quantity / weight, mode of transport, name of transporter, consignment note number with date.

10 Rejection:

Performance of the item shall be as per the Specification and Quality Assurance Plan. In case of shortfall in performance beyond the acceptable limits provided in our Specifications and Quality Assurance Plan. L&T reserve the right to reject the item with full refund of the order value.

11 Dispatch Clearance and contact Person for post order communication

You shall ensure that the test Certificates, with a covering letter mentioning our order reference should reach to the following person at least 2 days prior to the date of dispatch.

Mr. GouriShankar, Pa/Mr. Sanjay Joshi
Larsen & Toubro Limited,
Power Project Management Services,
East Block, 3rd floor,
L&T Knowledge City, SEZ (IT / ITES), Between Ajwa & Waghodia Crossing,
N. H. No. 8, Vadodara - 390 019, Gujarat
Phone: 91 265 # 2454897 /4895
email : gourishankar.pa@lntpower.com,sanjay.joshi@lntpower.com

After review & acceptance of the reports / Certificates, L&T will issue the dispatch clearance. Only after receipt of the dispatch clearance in writing, you will affect the despatch of items.

12 Billing Instructions:

Our billing instructions will be forwarded to you prior to dispatch of the Items

13 Shipment Clause .

The Material shall be shipped through appropriate vehicle trailer or truck

6.3 Invoicing address:

VENDOR [SUPPLIER] to raise Invoice on:
Larsen & Toubro Limited
EPC Block, Gate No.1, Powai Campus,
Saki Vihar Road, Powai,
Mumbai - 400 072, Maharashtra.
MST TIN No. 27850300132V DTD. 01.04.2006
CST TIN No. 27850300132C DTD. 01.04.2006

For Further details refer attached Billing and Dispatch Instructions.