



Praxair India Private Limited, Mercury 2B Block,
6th. Floor, Prestige Technology Park, Outer Ring Road,
Marathahalli, Bangalore –560 103.
Phone: (080) 30691000-09
Website: www.praxair.com

SERVICE ORDER

Date: 09/11/16

<p>M/S S.B.ENGINEERS 112, Pragati nagar, Chanakya Puri Char rasta,New Sama Road, Baroda 390008.TEL:09016089130 GUJ</p> <p>Tel: 09016089130 Fax:</p> <p>Supplier Code: 53456521 Email: pravin_sbinstruments@yahoo.com Your Contact:</p>	<p>PO No : 16400009 / OY PO Date: 09/11/16 PO Completion Date: 14/11/16 PO Amend No : 0 Amendment Date : WBR/GSS PR NO: PR No: 16400021</p> <p>Your Ref: offer 5.11.16 Branch Plant: Srikalahasti VS 40 Project: 22067F4359</p>
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Please supply the following goods / services in accordance with the scope, terms and conditions stipulated herein and mentioned overleaf.

S.No	Description and Specification	U/M	Quantity	Unit Price INR	Total Price INR
001	<p>Services – Construction – Instrumentation, Time & Material (Praxair Item Code: 10042996)</p> <p>Item Specifications :</p> <p>Calibration/Testing Charges for Pressure Transmitter</p> <p>TAG NO: I-SERVICE-1</p> <p>Item Delivery Date : 14/11/16</p>	EA	10.00	1250.00	12500.00

Price Basis : . SITE

Total Basic Value :	12500.00
Service Tax @ 14 % :	1750.00
Swachh Bharat Cess @ 0.5 % :	62.50
Krishi Kalyan Cess @ 0.5 % :	62.50

Grand Total : 14375.00

Value in Words : Rupees Fourteen Thousand Three Hundred Seventy Five And Paise Zero Only

<p>INVOICE TO: Srikalahasti VS 40</p> <p>ECC: PAN: LST: TIN: CST:</p>	<p>CONSIGN TO: Srikalahasti VS 40</p> <p>ECC: PAN: LST: TIN: CST:</p>
<p>Supplier Details: Name: S.B.ENGINEERS ECC: PAN: AJPOM8810D LST: TIN: CST:</p>	<p>Payment Terms : Net 45 Days Freight : See note below. Insurance By : By Praxair Insurance Policy No : Post Order Correspondence: e-mail:</p>

Special Instructions :

- 1)Payment : 45 days
- 2)material shall be packed properly to avoid damages during transit , the charges for the same are included in the prices mentioned herein
- 3)Transportation shall be arranged by us ALTERNATIVELY you shall arrange the same on door delivery, freight pre paid consignee copy atached basis the same shall be remibursed to you

Delivery Instructions :

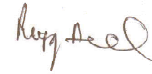
1. Supplier must submit transporter's copy of invoice to the Buyer to avail Cenvat failing which the loss incurred by the Buyer shall be debited to Supplier.
2. 'C' Form if applicable, shall be Issued by Praxair.
3. Shipment should be accompanied by all commercial documents.
4. Original Invoice and other documents (excepting Freight forwarder/Transporter copy) should be sent To: Sajini- at the address mentioned in the Letter head of this Purchase Order. Copy of the Invoice & other docuemnts to be sent to: Kavya
5. Please send order acceptance to the attention of Buyer Name by Email to: or FAX: 080-25593499

THIS PO IS ELECTRONICALLY GENERATED

Kindly Acknowledge a copy of this purchase order in token of your acceptance and return it to us within fifteen days from the date of this PO, failing which the order is deemed to be accepted by you.

Please refer attached annexure for other Terms and Conditions

For Praxair India Pvt. Ltd.



Purchasing Authorised Signatory

Acceptance

We hereby confirm the acceptance of the Purchase order/Service Oder/Work Order along with all the Terms & Conditions mentioned in the Annexure of this Purchase Order.

Date.....

Telephone.....

Company stamp/name

.....

PO Number : 16400009 OY

PO Date : 09/11/16

Name.....

Signature

.....

ANNEXURE

General Terms and Conditions of the Contract:

- 1. Scope of work :** Provide labor, materials, tools, machinery, equipment, appliances, shoring, scaffolding, transportation and all other things necessary for the performance of the works, more particularly described or as set forth on Annexure A attached hereto and incorporated herein by reference.
- 2. Technical Requirements:** The work shall be executed as per the technical specification and Schedule of Quantities (SOQ) enclosed with this order Annexure B. If any work is found not complying with the approved specifications and/or quality, Praxair shall have the authority to reject it and the same shall be replaced by the Contractor at no extra cost to Praxair.
- 3. Quantities & Rates :** The quantities indicated in the SOQ are indicative. Payment shall be made as per the actual quantities executed, and measured & certified by Praxair representative/s. As such, the final contract price upon completion is subject to a variation of plus or minus 15% (fifteen five percent). The rates are inclusive of all costs for materials, manpower, equipments, tools and tackles, taxes and duties, and any other obligation that the contractor may have in the execution of the contract. No idle charge for labour, equipment etc. would be paid under this contract.
- 4. Time of Completion: Time is the essence of the contract :** Time for completion shall be as stipulated in the Purchase/service order. The date of commencement of this contract shall be from the date of issue of Purchase/service Order. The Contractor shall mobilize immediately from date of issue of Purchase/service order unless otherwise stated otherwise.
- 5. Extension of Time:** If due to any reason, not attributable to Contractor, the works are delayed, Praxair shall grant suitable extension of time for completion. However the contractor shall not be entitled to any escalation in rates. However, if any delay occurs due to reasons for which the Contractor is responsible, no extension of time shall be granted and the Contractor shall be obliged to complete the works within the original contractual period by putting in extra resources, if required, at no extra cost to Praxair.
- 6. Facilities to Contractor:** Praxair shall provide power & water at one source unless otherwise mentioned elsewhere. The Contractor should indicate his requirements for this. The Contractor shall make his own arrangement for the accommodation of his labour, and the transportation of his labours to and from the work site.
- 7. Safety Requirements:** The Contractor shall comply with the safety requirements of Praxair while working on site. He shall strictly adhere to the safety standards detailed in Praxair's safety guidelines (Contractor Rules for Construction Safety P15-264), which is enclosed with this order. The Contractor's workers shall compulsorily use Personal Protective Equipments (PPEs) while working on site. The Contractor's Plants & Machineries must conform to Praxair's Safety Standards.
- 8. Price escalation:** No price escalation shall be allowed for any reason, whatsoever. The rates shall remain firm throughout the period of the contract or any extended time for completion.
- 9. Taxes and Duties:** The rates are inclusive of all taxes and duties including VAT and service tax unless otherwise stated in Purchase order.
- 10. Payments :**
 - a) No Mobilization advance shall be paid to the Contractor
 - b) Payments shall be made to contractor as per payment terms referred in PO
- 11. Resource Deployment:** The Contractor should mobilize all the resources in accordance to the agreed and accepted minimum equipment and manpower list enclosed with this order.
- 12. Termination:** If the performance of the Contractor is found not satisfactory due to sub-standard quality, non-adherence to Praxair safety standards, delay in completion, flagrant neglect in complying to Praxair instructions or any other reason which significantly affects the quality and/or completion time, then Praxair shall have the liberty to terminate this contract and get the work done by himself or through any other agency at the Contractor's risk & cost.

Warranty : Contractor warrants to Praxair and its Affiliates, its successors, assigns, customers, and users of material sold by Praxair or Affiliates that all material provided hereunder shall be (I) merchantable; (II) new; (III) free from defects in material and workmanship; (IV) free from defects in design; (v) in compliance with all applicable specifications, drawings, and performance requirements; (VI) fit for the purpose intended; and (VII) free from liens and encumbrances on title.

13. Indemnification: Praxair shall be always kept indemnified from and against all claims, demands, proceedings, damages, compensation and expenses payable by law in respect of consequence of accident or injury of employee or workmen of contractor in respect of the matters resulting by act of default of the contractor for this contract.

14. Insurance: Before commencing the execution of the Works the Contractor shall insure his materials and equipment for full replacement cost. He shall also take the workmen compensation insurance for his workers and any other insurance required to fulfill his obligation under this contract. In the event of any claim / damages in this regard, Praxair shall be fully indemnified by the Contractor of any risk and cost

15. Language and Law: The language and law for this contract shall be English and Indian law respectively. Bangalore courts shall have exclusive jurisdiction.

16. Independent Contractor: Contractor shall perform its obligations hereunder as an independent contractor and nothing contained in the terms of this Agreement shall be interpreted as establishing a relationship of agency, partnership or employment between the Parties. Neither the Contractor nor any of its personnel/ employee/individuals shall be or shall be deemed to be employees of Praxair for any purpose whatsoever.

17. Statutory and Legal compliance : The Contractor shall comply with all the legal and statutory obligations in connection to this contract, including, but not restricted to, payment of all taxes, octroi, duties, royalties, ,payment of wages , Provident fund (PF) ,ESI etc to his workers, etc. The Contractor shall indemnify Praxair from any claim put forth by any of the statutory bodies in this regard.

18. Statutory deductions: All statutory deductions like TDS etc as per relevant laws and regulations shall be effected by Praxair on the amounts due to contractor.

19. Waiver: The terms and conditions contained in this PO shall supersede all other terms and conditions previously agreed or discussed between Praxair and the Contractor, or any condition put forth by the Contractor in his quotation. By way of accepting this PO the Contractor is deemed to waive his claim to all the terms and conditions which he has put forth in his quotation and agrees to abide by the terms and conditions of this PO only.

20. Force Majeure: Both Parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulations, or if any other cause beyond the reasonable control of the Parties renders performance of the Agreement impossible.

21. Supersedes Prior Agreement: This Agreement supersedes any prior agreement between the Parties whether written or oral and any such prior agreements or arrangements are cancelled as at the date of execution of this Agreement, but without prejudice to any rights, which have already accrued to either of the Parties.

22. NO GRATUITY: Both Parties confirm that neither of them have offered or given any gratuity to any person for purposes of inducing the other Party to issue/enter into this Purchase Order / Agreement. Further, neither Party shall offer or give any gratuity to any person or entity to execute or perform any term or condition of this Purchase Order/Agreement.

23. FCPA: Each party represents that it has knowledge and understanding of the Foreign Corrupt Practices Act of the United States of America (FCPA) and of the Prevention of Corruption Act, 1988 of India. Each Party agrees and undertakes that it shall not, in the conduct of its performance under this Purchase Order/Agreement, and with regard to any funds, assets, or records relating thereto, offer, pay, give, or promise to pay or give, directly or indirectly, any payment or gift of any money or thing of value to (i) any government official to influence any acts or decisions of such official or to induce such official to use his influence with the local government to effect or influence the decision of such government in order to assist that party in its performance of its obligations under this order or to benefit the other party; (ii) any political party or candidate for public office for such purpose; or (iii) any person if that party knows or has reason to know that such money or thing of value will be offered, promised, paid, or given, directly or indirectly, to any official, political party, or candidate for such purpose. Seller shall defend, indemnify, and hold harmless Buyer, from and against any and all claims, losses, damages, expenses and liabilities, including attorney fees, arising from Seller s failure to comply with its aforementioned obligations and undertaking. Additionally, in the event that the Seller breaches any of its aforementioned obligations, the Buyer may terminate the Purchase Order/Agreement, without liability and the Purchase Order/Agreement shall in the event of termination by Buyer be rendered void.