



PURCHASE ORDER

Maheshkala Waste Water Management 11th Floor Maker Chamber-VI,220 Nariman Point MUMBAI 400021 Maharashtra	PR No : 1000000138,1000000137,1000000136,1000000098 PR Date : 07.12.2022 PO No: 1000000666 PO Date: 07.12.2022 Outline Agreement No : Outline Agreement Date : Reference Doc No. & Date: &
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Vendor Name and Address: Vendor Code: 5000000005 JAYRAJ MARKETING 1st Floor, Block No. 23, Dhanshree Complex, Near Hardev Hotel, Sitabuldi Nagpur 440012 Maharashtra	GST : PAN : AEDPD4053R Mobile : Email : aditya.vyawahare@vishvaraj.in
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Delivery Address: Maheshkala Waste Water Management Maheshkala EPC Maheshkala STP Project,42 Brick Field Akra Purotan Bazar, Tiner Pool,Near Recreation Club Kolkata 700140 West Bengal GST No.: 19AAOCM3393D1Z5 PAN : AAOCM3393D	Billing Address: Maheshkala Waste Water Management KMDA-EPC ROOM NO 7A, 13TH FLOOR BENGAL ECO INTELLIGENT PARK,PLOT NO 3, EM BLOCK, SECTOR-V, SALT LAKE Bidhannagar 700091 West Bengal GST No.: 19AAOCM3393D1Z5 PAN : AAOCM3393D
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Dear Sir, Please supply/provide the following materials/services in accordance with terms conditions printed along with this order.

Sr. No.	Item code & Descriptions	Del. Date	Qty	Unit	Rate	Discount	Value INR
1	1700000001 Cement HSN / SAC Code : 9954 TAX CODE - V1-Input - CGST 2.5% + SGST 2.5%	09.12.2022	8	BAG	32,763,861	0	262,110,888
				IGST	2.5 %		6552772.20
				SGST	2.5 %		6552772.20
2	1700000001 Cement HSN / SAC Code : 9954 TAX CODE - V1-Input - CGST 2.5% + SGST 2.5%	09.12.2022	7	BAG	10	0	70
				IGST	2.5 %		1.75
				SGST	2.5 %		1.75
3	1700000001 Cement HSN / SAC Code : 9954	09.12.2022	5	BAG	10	0	50
				IGST	2.5 %		1.25

	TAX CODE - V1-Input - CGST 2.5% + SGST 2.5%			SGST	2.5 %		1.25
4	1700000001 Cement HSN / SAC Code : 9954 TAX CODE - V3-Input - CGST 9% + SGST 9%	09.12.2022	11	BAG	10	0	110
				IGST	9 %		9.90
				SGST	9 %		9.90
5	1700000001 Cement HSN / SAC Code : 9954 TAX CODE - V2-Input - CGST 6% + SGST 6%	09.12.2022	15	BAG	10	0	150
				IGST	6 %		9.00
				SGST	6 %		9.00
6	1300000015 Decanter of SS 314, 10 Mtr Length HSN / SAC Code : TAX CODE - I1-Input - IGST 5%	09.12.2022	2	NOS	200	0	400
				IGST	5 %		20.00
				SGST			

Payment Terms: Pay immediately w/o deduction	Basic Amount : 262,111,668
Inco-Terms:	Freight Amount : 9,000
Amount : Twenty Seven Crore Fifty Two Lakh Twenty Seven Thousand Eight Hundred Ninety Six Inr Twenty Pais Only	GST Amount : 13,107,228.2
	Total Amount : 275,227,896.2

01. Country of Origin	<input type="checkbox"/>	02. Site Receipt Report	<input type="checkbox"/>	03. Insurance Certificate	<input type="checkbox"/>
04. Lorry Receipt	<input type="checkbox"/>	05. Test Certificate	<input type="checkbox"/>	06. Guarantee/Warranty Certificate	<input type="checkbox"/>
07. Transporter Invoices	<input type="checkbox"/>	08. Inspection Report	<input type="checkbox"/>	09. Packing List	<input type="checkbox"/>
10. Transit Insurance	<input type="checkbox"/>	11. Tax Invoice	<input type="checkbox"/>	12. Eway Bill	<input type="checkbox"/>
13. Copy of Purchase Order	<input type="checkbox"/>	14. Delivery Challan	<input type="checkbox"/>	15. Weightment Slip	<input type="checkbox"/>
16. MSDS	<input type="checkbox"/>	17. Royalty Receipt	<input type="checkbox"/>	18. Operational Receipt	<input type="checkbox"/>
19. Bill of Lading	<input type="checkbox"/>	20. JMR	<input type="checkbox"/>	21. WCC	<input type="checkbox"/>
22. Statutory Complaiance	<input type="checkbox"/>				

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CODE OF CONDUCT

1. You Are Expected To Comply With All Applicable Laws, Regulations And Dealings With Maheshtala Waste Water Management, Including All Applicable Government Contractual Requirements
2. You May Not Enter Into A Financial Or Any Other Relationship With Any Of Our Employees, Such That It Creates A Conflict Of Interest. A Conflict Of Interest Arises When The Personal Interests Of An Employee Are Inconsistent With The Responsibilities Of His/Her Position With Maheshtala Waste Water Management .All Such Conflicts Must Be Disclosed And Corrected.
3. We Urge You Not To Engage In Collusive Bidding,Price Fixing, Price Discrimination, Or Other Unfair Trade Practices In Violation Of Applicable Laws.
4. You Are Requested To Supply Products / Services That Conform In Allrespects With The Requirement Of The Contracts With Maheshtala Waste Water Management Ltd Including Safety And All Applicable Quality Requirements.
5. Please Avoid Presenting Gifts, Money, Services Or Favours To Maheshtala Waste Water Management Employees Beyond The Customary Limitation For The Purpose Of Receiving Any Favourable Behaviour.
6. .Vendor/Seller has reviewed RFQ document/Technical Specification shared by Maheshtala Waste Water Management and has provided acceptance on it and shall comply to same specifications .
7. Any materials/Service, which is not specifically mentioned in the scope document, but specially required for successful execution of order, shall be supplied/provided by seller at no extra cost to buyer.

GENERAL CONDITIONS OF ORDER

1. DEFINITIONS OF TERMS

Maheshtala Waste Water Management is hereinafter termed as the "Buyer". The Person, firm or company supplying the goods / Services, is termed as the "Seller". Deliverables under this contract are hereinafter referred to as the "Goods / Services".

2. DELIVERY

- a. Time of delivery is the essence of this contract and buyer reserves, the right to cancel this order if the goods are not delivered within the time specified herein and shall at his absolute discretion be entitled without prejudice to his other rights, to reject the goods already delivered and get refund of payments made or to recovery as liquidated damages as defined in LD clause.
- b. The buyer reserves the right to refuse the acceptance of the goods supplied ahead or after of mutually agreed schedule of delivery of goods.
- c. The seller shall notify the buyer well in advance of any anticipated delay in delivery. Any such notification, however, will not absolve the seller from liability to buyer of delay in delivery.
- d. The material should confirm to approved drawing & data sheet in accordance of tender specification.
- e. The manufacturing and supply of material/equipment should be after obtaining manufacturing & dispatch clearance in writing from the authorized Maheshtala Waste Water Management representative.

3. STATUTORY COMPLAINE

The seller shall be responsible for compliance with all relevant statutory regulations applicable to this contract and penalty, if any liability arising out of noncompliance shall be to the seller's account.

4. SAFETY

You/ your representatives will observe applicable safety rules/regulations at Maheshtala Waste Water Management work place.

5. GST REGISTRATION NO.

GST numbers of Maheshtala Waste Water Management should be mentioned on the seller's invoice copies. In case, the same are not mentioned, the invoices would not be processed for payments. Seller has to provide challan & return as proof of deposit of VAT/Service Tax (GST) as charged in Seller's invoices, at frequency, as applicable to the Seller or as stipulated under the Tax Rules. In the event of Seller's non-compliance/defective documentation pertaining to the proof of sales tax deposits by the Seller, due to which Maheshtala Waste Water Management is unable to avail sales tax credit, in that case Maheshtala Waste Water Management reserves its right to recover the said loss/amounts from the Seller.

6. ACCEPTANCE OF GOODS

Inspection report, test certificate & packing list shall be submitted along with the material/equipment. Goodwill be accepted subject to inspection and must confirm to the buyer's designs and drawings, specifications and / or approved samples . Quantities supplied shall confirm to the lot sizes stipulated in the order. Excess quantities may not be accepted. If goods supplied are found to be not in accordance with buyer's specification, or do not fulfill the purpose for which they were ordered wherever specified, or not satisfactory for any reason whatsoever, of which the buyer shall be the sole judge. The buyer shall without, prejudice to his other rights be entitled to reject such good and to cancel the order notwithstanding the initial acceptance. If at any subsequent stage, manufacturing/operations defects are observed, the seller will have to replace such rejected goods or give credit (including tax levied) at the buyer's option. Payment for goods prior to inspection shall not constitute an acceptance thereof.

7. DIES AND TOOLS

Tooling manufactured against Buyer's designs/drawings shall be exclusively used for the buyer's requirements . Where tooling charges are paid by the buyer, the tooling shall remain the property of the buyer under Seller's care. Repairs and replacement to such tooling shall be to the seller's account.

8. BUYER'S MATERIAL

Materials supplied against this order by the Buyer shall be stored by the seller at his risk and shall be adequately insured. In no circumstances such materials shall be sold or hypothecated by the seller. The seller shall Endeavour to use such materials in the most economical manner possible. If the materials supplied by the Buyer is damaged / lost by the seller, the value of such material will be recovered from the seller at the discretion of the Buyer without prejudice to Buyer's other rights. Materials supplied by the Buyer shall remain the property of the Buyer and the Buyer shall be at liberty to take back the material in the event of default on the part of seller in the execution of this order or any part thereof is cancelled. The Buyer shall have the leave and license to enter the seller's premises to take back the material without liability for any prosecution or of legal action.

9. CANCELLATION OF ORDER

Non-compliance with any of the conditions of this contract may compel the Buyer to cancel the order without prejudice to buyer's other rights and remedies under the law of contracts.

10. PACKING

Goods should be suitably packed to avoid damage in transit. Any breakage, damage and / or pilferage in transit arising from faulty packing shall be the responsibility of the seller.

11. REJECTED GOODS

The rejected goods in the Buyer's premises are at seller's risk. They should be removed by the seller immediately on receipt of inspection memo / communication showing the details of goods rejected. In case rejected goods are not removed within two weeks from the date of inspection memo / communication, the Buyer is entitled to a) Dispatch on freight TO PAY basis to vendor OR b) Scrap the material without any compensation to the seller and without any further reference to the seller.

12. CONFIDENTIAL INFORMATION

The SELLER shall keep confidential the Information and shall not disclose the same to any third party without the prior written consent of the BUYER . The SELLER shall ensure the compliance of the confidentiality obligations imposed under this AGREEMENT. The confidentiality obligations shall survive termination.

13. SAFETY CLAUSE

It is vendor's responsibility to ensure that their employees comply with all the safety rules & requirement at Maheshkala Waste Water Management premises and sites. You shall provide all appropriate PPEs (Personal Protective Equipments) to your employees. In the event of any injuries/accident(s)/accidental death(s) during the course of employment under this contract, you will be responsible for payment of compensation as per the applicable Laws & will also incur all medical and incidental expenses arising out of the incident

14. EWAY BILL

You will ensure that e way bill is generated with correct details for all goods despatches under this purchase order and also ensure that copy of e way bill/ e way bill number is attached with tax invoice/delivery challan/ bill of entry/ bill of supply.

You will be responsible for any discrepancy on account of e way bill resulting in loss of GST credit / any actions by government authorities and shall indemnify Maheshkala Waste Water Management and its representatives against any such loss occurred due to non compliance In whatsoever in nature.

"This Purchase Order is electronically generated. Hence does not require authorisation signature."