



PURCHASE ORDER

Maheshkala Waste Water Management 11th Floor Maker Chamber-VI,220 Nariman Point MUMBAI 400021 Maharashtra	PR No : PR Date : PO No: 1000000228 PO Date: 16.11.2022 Outline Agreement No : Outline Agreement Date : Reference Doc No. & Date: &
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Vendor Name and Address:	
Vendor Code: 100000076 ADITYA COMPUTERS UTTKARSH NIRMAN, MANGALWARI SQUARE Nagpur 440001 Maharashtra	GST : 27AHJPM2765Q1ZJ PAN : AHJPM2765Q Mobile : Email : nitinmehadia@rediffmail.com

Delivery 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 : AOCM3393D	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 : AOCM3393D
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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	1420000017 1.5_SQMM_X_2_CORE_COPPER_FLEXIBLE_CABLE TAX CODE - V3-Input - CGST 9% + SGST 9%	26.11.2022	10	M	100	0	1,000
				CGST	9 %		90.00
				SGST	9 %		90.00

Payment Terms: 15 DAYS CREDIT Inco-Terms: Amount : One Thousand One Hundred Eighty Inr Only	Basic Amount : 1,000 Freight Amount : 0 GST Amount : 180 Total Amount : 1,180
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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 Compliance	<input type="checkbox"/>				

1. TAXES & DUTIES

GST thereon as applicable shall be paid / reimbursed by the Purchaser at actual after despatch against submission of the requisite documents for claiming GST, subject to a ceiling mentioned in the order. If there are any mistakes or errors in the invoices Supplier will get them corrected. In the event of Supplier's inability to get the same corrected within a reasonable time or the clearance not under permissible GST rules and due to which Purchaser are not granted GST credit the Supplier shall reimburse such GST amount to Purchaser to the extent paid by the Purchaser. The Purchaser shall adjust such reimbursement from unpaid value of the order, if any, within reasonable time after receipt of credit document the Purchaser will inform Supplier of corrections, if any required.

No taxes and duties other than specified in the Letter of Intent / Purchase Order shall be payable by the Purchaser except in case of new taxes, duties imposed or levied by Government or statutory authorities subsequent to release of Purchase Order but within the contractual delivery period.

2. DESPATCH DETAILS

2.1 Supplier shall mention exact dimensions and weight of each Goods in the dispatch document. Packing list is required to be provided. The Supplier to mention Vendor Code No., Item Code No., Item Srl. No., HSN /SAC code of Purchase Order in Supplier's bill.

2.2 The Supplier shall notify the Purchaser, within 24 hours of despatch the full details of despatch including description of Equipment, quantity, the Goods Consignment Note No. and Date. The Supplier shall thereafter fax/ Email copies of documents as listed in clause 7 below.

2.3 Dispatch Instructions: All items shall be dispatched up to our site after receiving the dispatch clearance certificate from VEPL/ Client/Third Party for Inspection. The items shall be dispatched with safe & adequate packing.

2.4 Supplier has to send photographs of packages (including marking plate dully filled) prior to dispatch/shipment by email.

3. DOCUMENTATION TO BE PROVIDED ON DELIVERY

- a) Original and two copies of the Supplier's Invoice and Delivery Challan showing Machinery and Equipment and Spares description for each item. (For Spares documents to be furnished separately)
- b) Original and two copies of packing list, identifying contents of each package.
- c) Lorry Receipt (on freight paid basis)
- d) E-way bill
- e) Supplier's Warranty + Guarantee Certificate
- f) Notice of Insurance by fax/Email for having intimated Insurance Company by the Supplier with a copy to Purchaser.
- g) Test Certificate(s), wherever applicable
- h) O&M Manuals and final drawings in 6 copies for Equipment to be furnished with the documents for Main Equipment. (NOT APPLICABLE)
- i) Inspection Certificate / Inspection Release Note issued and signed by the Purchaser.
- j) Any other documents, which may be required as per Purchaser's instructions.
- k) It is essential that the Suppliers have to send material acknowledgement slip duly signed by Site In-charge along with dispatch documents to Purchaser.

IMPORTANT: In LR, Consignee address to be mentioned properly.

4. TRANSIT INSURANCE

4.1 The Supplier shall arrange at his expense the necessary insurance up to the Project Site. The Supplier shall arrange the necessary insurance policy at the Supplier's cost to cover all transit risks of the Goods from the Works of the Supplier / place of manufacture up to the Project Site at (Site address), till completion of delivery and shall provide copy of the Insurance cover. All risks of loss or destruction or damage to the machinery and equipment will be the Supplier's responsibility.

4.2 In the event of damage or loss to the machinery and equipment or any part thereof the Supplier shall promptly make their claim on the Insurance Company. The Supplier at its own cost shall repair, supply or replace the machinery and equipment or parts of lost or damaged equipment.

4.3 Notwithstanding the extent of insurance cover and the amount of claim available from the insurance company, the Supplier shall be liable to make good the full replacement / repair of all the Machinery, Equipment and Components, Accessories and Spares and ensure their timely availability as per Project requirements without any additional financial liability to the Purchaser / Customer.

5. DEFECT LIABILITY PERIOD:

5.1 All the items of equipment shall be guaranteed to be free from defective workmanship for a period of 36 months from the date of commissioning & handing over of system, Subject to acceptance by Client representative or 60 months from the date of delivery of material at site – Whichever is later. System warranty certification to be provided by Supplier before handing over of system and start of

DLP period.

Note:

a) Ensure availability of spare parts at site till end of DLP period to avoid operational delays at site due to equipment's failure which is covered under DLP period. Delay in replacing, renewing or repairing part of the Works or sub-systems or component of that equipment should be done within stipulated time, in case of any demurrage cost recovered by end-client, same will be recovered from supplier on Back to back basis.

b) If any part of the Works or sub-systems or component of that part has been replaced, renewed or repaired except minor repair, the "Defects Liability Period" in respect of that part or sub-system or components of that part shall start from the date of such replacement, renewal or repair has been completed.

5.2 Supplier to Ensure availability of spare parts at site till end of DLP period to avoid operational delays at site due to equipment's failure which is covered under DLP period. Delay in replacing, renewing or repairing part of the Works or sub-systems or component of that equipment should be done within stipulated time, In case of any demurrage cost recovered by end-client, same will be recovered from supplier on Back to back basis.

6. LIQUIDATED DAMAGES

The Supplier shall be liable to pay the Purchaser Liquidated Damages / Penalty as follows:

6.1 Liquidated Damages for Delay in Design, Drawings and Engineering

If the Supplier fails to submit the Design and Drawings (as per mutually agreed List and schedule for critical drawings between the Purchaser and the Supplier), the Supplier shall pay to the Purchaser, Liquidated Damages for delay at the rate of 1 % of the Order Value for each week of delay or part thereof subject to a maximum of 10% of the Order Value.

6.2 Liquidated Damages for Delay in delivery / completion

In the event of any delayed delivery/completion on the part of the Supplier within the agreed submission date, the Supplier shall be liable for Liquidated Damages at the rate of 1% (One percent) of the total order value per week of delay or part thereof, subject to a maximum of 10% (Ten percent) of the total order value.

6.3 Liquidated Damages for Deficiency / Shortfall in Performance of Equipment

The liquidated damages for Deficiency / Shortfall in Performance of Machinery, Equipment, Components and Accessories shall be as mentioned in Technical Specification. The maximum liquidated damages for Deficiency / Shortfall in Performance shall be 10% (Ten percent) of the order value. The modalities for recovery of liquidated damages for non-performance will be discussed mutually and agreed upon.

6.4 The Purchaser may in addition to the Liquidated Damages either reject the Machinery Equipment and/or demand replacement of the same within such time as may be extended at the sole discretion of the Purchaser or procure such Machinery and Equipment from any other party and the costs for such procurement shall be borne and paid by the Supplier.

6.5 It is further agreed by the Supplier that the Liquidated Damages on account of delay in supplies and on account of non-fulfilment of performance guarantees are mutually exclusive and therefore shall be applied independently.

6.6 The Purchaser shall have the right to deduct the Liquidated Damages from any amount due or becoming due to the Supplier or from any of the Bank Guarantees furnished by the Supplier by encashing the same through their bankers or by way of deduction from the Contract price.

6.7 If the Goods supplied fails to meet the guaranteed parameters as mentioned in Technical Specification, the Supplier shall make necessary modification at Supplier's cost and risk to achieve performance within the defined guaranteed parameters. Even after modifications / corrections, if on demonstration the performance of the Equipment is beyond the limits of the guaranteed parameters, Goods as the case shall be liable to be rejected and the Supplier shall replace the same free of cost or the Purchaser may procure such Equipment, Components and Accessories from any other party and the costs and charges for such procurement shall be borne and paid by the Supplier.

7. Factory Acceptance Test/Type test.

7.1 FAT shall be conducted in presence of client/ Consultant as per tender specs and cost for the same is deemed included in price quoted. Factory test reports of all lots shall be sent along with respective lots. Any type testing required to be done for material/Vendor approval, the same shall be to Vendor's account.

7.2 System acceptance shall be conducted at site.

7.3 Test Certificate provided will be traceable to supplied products.

7.4 In case of failure of FAT, all expenses related to retesting will be borne by the supplier (Inclusive of Flight Tickets/ Accommodation/Travel Expenses/Food expenses etc. of Client, Consultant & Purchaser representatives).

7.5 Vendor will issue station-wise installation certificate certifying the correctness of installation of their equipment

8. SHORT SUPPLY

Short supplied items or left out items in Supplier's scope of supply shall be delivered by the Supplier to Purchaser / Purchaser's Client at site entirely at Supplier's own cost, risk and consequences and the Supplier shall indemnify and keep indemnified the Purchaser in respect of any claim made by the Purchaser's Client in respect of such short supplied Equipment.

9. PERFORMANCE GUARANTEE TESTS (Applicable as per QAP)

9.1 Performance Guarantee Tests means the tests specified in the Purchase Order, which are to be carried out by the Supplier in the presence of Purchaser to verify that the Equipment and Components of various systems supplied to fulfil the performance requirements of the Purchase Order. Performance Guarantee Tests will be conducted within three months after commissioning. The following details shall apply to the Performance Guarantee Tests

9.2 Should any equipment or any portion thereof fail under these tests to meet the Performance Guarantees, then the Supplier shall carry out any further tests, which may be considered necessary by the Purchaser, in the similar manner.

9.3 The performance measurements shall be undertaken and operated in accordance with the recommendations of the Supplier for the maximum life and integrity.

9.4 In addition to the test measurements required by the agreed test standards, it may be necessary to log additional measurement to provide baseline operational data. These extra readings shall be defined by the Purchaser and agreed with the Supplier as part of the testing programmed.

9.5 If any equipment is found to be defective or fails to achieve the Performance Guarantees, the Supplier shall investigate the cause and undertake to rectify or replace free of cost to the Purchaser, the defects in the equipment and prove the achievement of Performance Guarantees within a period of 30 (thirty) days from the date of such equipment found defective or failing to achieve the Performance Guarantees and if the Supplier fails to prove the achievement of Performance Guarantees within the said period of 30 (thirty) days from the date of first Performance Guarantee Test, the Purchaser shall charge Liquidated Damages. However if any of the Performance parameters of Machinery, Equipment and Components fall below the parameters as set out above, shall be liable for rejection, in addition to the Liquidated Damages so charged.

9.6 The Supplier shall be responsible and liable for the entire Scope of Goods for achieving the performance parameters as guaranteed.

10. WARRANTY

10.1 The Supplier hereby warrants to the Purchaser that the Machinery, Equipment, Components and Accessories has been designed, engineered and supplied in a manner so as to perform all its obligations under this Order using the skill, care and diligence to be expected of appropriately qualified and experienced professional engineers and manufacturers with experience in work of a type, nature and complexity similar to the work in accordance with good modern engineering principles and practices of international standards, using only material and goods for incorporation into the Machinery, Equipment which are new, unused and so that such material and goods and standards of all workmanship, manufacture and fabrication shall conform in all respects to the standards and codes of practice referred to in the Technical Specification and existing as on the date of commencement.

10.2 The Supplier warrants that the Machinery, Equipment to be supplied under the Order conforms to Purchaser's Technical specifications and other related documents are new, unused, of the most recent or current models and incorporate all recent improvements in design and material. The Supplier further warrants that the Equipment supplied under this order shall have no defect arising from design, material or workmanship such that all Machinery, Equipment are compatible and capable of being erected and commissioned for providing necessary performance guarantees.

11. LATENT DEFECTS

If any defect appears in any part of the Equipment, components and accessories within a period of (5) five years from date of expiry of Warranty Period, the same shall be made good by the Supplier either by repair or replacement, the defect which could not have been disclosed by a reasonable examination prior to the expiry of the Warranty Period.

12. SUSPENSION

The Purchaser may suspend the supplies in whole or in part at any time by giving Supplier notice in writing to such effect stating the nature, the date and anticipated duration of such suspension. On receiving the notice of suspension, the Supplier shall stop all such supplies, which the Purchaser has directed to be suspended with immediate effect. During suspension, the Supplier shall protect, store, secure and insure such part of the supplies against any deterioration, loss or damage.

13. TERMINATION

In the event of any breach of terms and conditions by the Supplier under this order, the Purchaser shall give 15 days notice in writing to the Supplier for rectifying, making well or remedying the breach. On the failure of the Supplier to rectify, make good or remedy the breach within the agreed time schedule, the Purchaser shall forthwith be entitled to terminate this order without assigning any reason either in full or in part at any time thereafter and recover the payments made to the Supplier.

14. PACKING AND MARKING

The Packing and Marking shall be done by the Supplier as per the requirement of Purchaser. The necessary packing and forwarding charges are included in the price of the Equipment. The type of packing shall be transport worthy packing as per manufacturer's standard practice. The Supplier shall be totally responsible for the safe and secure packing of the Machinery, Equipment, Components, Accessories and Spares to avoid any loss or damage during transit. In the event of any damage or loss of Equipment, Components, Accessories and Spares during transit due to inadequate packing or during warehousing, the same shall be replaced by the Supplier within the shortest possible time at his cost and the Supplier shall deliver such Equipment, Components, Accessories and Spares within the agreed completion schedule of the Purchaser. Spares shall be packed separately by the Supplier.

15. LIMIT OF LIABILITY

There shall be no liability for either party towards the other party for any consequential or indirect loss whatsoever. The aggregate liability of each party towards the other party arising from or in connection with this contract shall not exceed 100% of the PO value.

16. SUPERVISION OF COMMISSIONING & ON SITE TRAINING

Supervision, Commissioning Support & Adequate Training with Manuals shall be provided by Supplier as per Purchaser's requirement. Price for the same shall be inclusive.

17. INSPECTION & EXPEDITING

The Supplier shall submit the Quality Assurance Plan (QAP) after receipt of an order and the methods of inspection and testing shall be as per Quality Assurance Plan approved by the Purchaser/ Client. However the approval of Quality Assurance Plan does not limit the responsibility of the Supplier regarding inspection and testing of Equipment.

Stage wise / Final Inspection of critical items / equipments (list of which will be mutually drawn) and expediting shall be carried out by Purchaser or a third party at Supplier's work site. The Supplier shall inform the Purchaser minimum 15 days in advance by fax/e-mail regarding readiness of inspection. The Purchaser will either give waiver in writing or carry out the inspection on the appointed date. However, inspection and acceptance of items / materials or waiver of inspection shall not absolve Supplier's obligations under this order. While carrying out inspection of the equipment at Supplier's work site, Supplier will extend all co-operation and not charge any amount towards the cost of manpower and related costs incurred by Supplier during inspection. Approval and inspection by statutory authorities, wherever necessary, shall be arranged by the Supplier at his cost. Whenever required to submit the test certificates for getting waiver of inspection for dispatch, it is mandatory to submit all the relevant test certificates for review and approval to the Purchaser at least seven days prior to the date of despatch.

18. ASSIGNMENT AND SUBLETTING OF CONTRACT

The order shall not be assigned either wholly or in part by the Supplier without obtaining in advance a written consent from the Purchaser. In case the need for assignment and subletting any part of the order arises, the same shall only be entrusted to a sub-vendor / sub-supplier approved by the Purchaser in writing. Any such assignment shall not relieve or absolve the Supplier from any obligations, duty or responsibility under the contract. Any assignment as above without the prior concurrence of the Purchaser shall be void.

19. CONFIDENTIALITY AND NON-DISCLOSURE

The Supplier shall not disclose any confidential information received from the Purchaser or otherwise acquired during the course of the performance of this order to any third party without the prior written consent of the Purchaser. Provided that the Supplier shall have the right to disclose such confidential information only to the extent necessary and required to be provided to its sub-Suppliers for proper performance of this order.

20. IDEMNITY

20.1 Supplier shall defend, indemnify and hold Purchaser harmless from and against any Claim in connection with any Taxes, which may be levied or imposed, on Supplier or its vendors by any Government Authority arising out of or in connection with the performance of this Contract.

20.2 Supplier shall be liable for, and shall defend, indemnify and hold End-Client harmless from and against any Claim in whatsoever in nature including but not limited to IPR and/or on following:

- a) Loss of or damage to any property of Purchaser caused by Supplier's negligence, default breach of contract or wrongful act and its vendors (including, but not limited to Supplier's and their vendors' equipment);
- b) Death, sickness of, or injury to any member of "Supplier" and its vendors.
- c) Violations of laws, permits, clearances, codes, ordinances or regulations by Supplier or its vendors.
- d) Any other liability or loss that shall have resulted from any negligent or willful act or omission or from the default of "Supplier", Supplier's Personnel or any vendors' personnel or its or their respective officers, employees, representatives or agents arising out of or in connection with the performance of this Contract, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of supplier and its vendors.

21. COMPLETENESS OF THE ORDER

21.1 The Supplier hereby expressly undertakes full responsibility for the correctness and completeness, quality of all supplies, timely deliveries as per the stipulated schedule of deliveries the faultless operation of the Machinery, Equipment, Components, Accessories and Spares, free of any defects and faults.

21.2 The Machinery, Equipment, Components, Accessories and Spares furnished shall be complete and correct in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such Machinery, Equipment, and/or needed for erection, completion and safe operation of the Machinery, Equipment, Components and Accessories. It has been agreed and understood by the Supplier that this Purchase Order has been placed on them on the clear understanding that such Machinery, Equipment and Components supplied by the Supplier are to be utilised for the Project and thus the Supplier agrees and undertakes the correctness and completeness of their entire scope of supplies and further agrees to do all such acts, deeds things necessary at their cost, for ensuring the successful execution of the Project.

21.3 The Supplier shall undertake the complete responsibility for the total Performance of the Machinery, Equipment, Components, Accessories and Spares supplied by the Supplier and / or by their Sub-Supplier and shall indemnify and keep indemnified the Purchaser for any claims made by the Client in respect of any deficiency in completion of the scope of supplies.

22. PATENTS

The Supplier undertake that existing Letters of Patent of third parties or any other intellectual property rights of third parties are not infringed by the execution and use of the Equipment, Components, Accessories and Spares supplied by them. In the event that nevertheless claims should be made by third parties for infringement of Letter of Patent or any other intellectual property rights, the Supplier shall hold the Purchaser / Client harmless from any liability on account of such claims. Should such claims come to the notice of the Purchaser the Purchaser shall inform the Supplier.

23. PROGRESS REPORT

23.1 The Supplier shall at monthly intervals prepare formal written and quantitative reports to the Purchaser on the progress of the supplies / activities by reference to the Project Schedule in a format approved by the Purchaser/Client and in sufficient detail to permit the Purchaser to assess performance, plan witness dates and evaluate forecasts including reports on key sub-contracts. Within 10 days of the submission of each such report and at such other times as the Purchaser may reasonably request, the Supplier and the Purchaser shall meet to discuss the progress. Each monthly progress report shall be submitted no later than 27th day of the month in respect of which it is made, reporting report on actual progress upto the 25th day of the month and anticipated progress thereafter. Monthly progress report shall include the following:

- a) Description of supplies and services performed during the preceding month.
- b) Updated Project Schedule showing progress to the end of the month (as percentages complete of the Supplier's activities broken down into significant elements of the supplies and services) and the current schedule of activities and the targets for the next month.
- c) Identification of areas with foreseeable problems relating to scope or change in Project Schedule.
- d) Such other information and supporting documentation as the Purchaser / Client may reasonably request.

23.2 The Supplier shall submit the progress report every month in 1 hard copy & 1 soft copy by email. The Purchaser shall have the right to depute his representative at the premises of the Supplier or any of its sub-Supplier to ascertain the progress of the work. The Supplier shall as and when required by the Purchaser give the Purchaser access to all scheduling information prepared by the Supplier in respect of the supplies and services and permit the Purchaser's representative to attend and fully participate in the scheduling and progress meetings. All monthly progress review meetings shall be held at site / Nagpur or at such other place as advised by the Purchaser.

23.3 The Supplier shall prepare and regularly update his detailed progress report and submit the same with computerized time analysis reports showing starting and completion dates of all activities of engineering, purchasing, procurement of materials, manufacture, inspection and dispatch, in his scope of supplies and services and those of his Sub-suppliers. The Supplier shall submit the progress report in such proforma and details as may be required by the Purchaser showing the agreed detailed program of various activities and actual progress achieved to monitor the progress of the supplies and services. The Supplier shall submit in the first week of every month, the progress report up to the end of the previous month in one copy of relevant progress photograph.

24. LOCAL CONDITIONS

The Supplier shall be deemed to have enquired and satisfied itself with respect to the nature and conditions of the Site within the Client's premises, site surroundings and to any other matters or things required for or in connection with the supplies, services and systems and the performance of the services thereto. The Supplier shall be deemed to have obtained all necessary information regarding the risks, contingencies, circumstances, regulations etc. which may influence or affect his obligations under the Contract and no claim whatsoever on the grounds of lack of knowledge in such respects will be accepted. Any failure on the part of the Supplier to obtain reliable information on any matters affecting the execution of Supplier's obligations shall not relieve the Supplier from any liabilities or from the responsibility of completion of the Scope of supplies or from fulfillment of all the Supplier's contractual obligations as defined in the Contract.

25. ARBITRATION

Any disputes in which amicable settlement could not be reached by and between the Purchaser and the Supplier in connection with the order / contract it shall be referred to a sole arbitrator if both parties agree to, or to two arbitrators one to be appointed by the Supplier and the other by the Purchaser and the said two Arbitrators shall appoint the Presiding Arbitrator. The reference to Arbitration shall be as per the provisions of Arbitration and Conciliation Act, 1996 or any subsequent amendments or modifications thereof in force. The cost of arbitration shall be borne by both the parties or by the party as decided by the Arbitrators. The venue of arbitration shall be Nagpur.

26. GOVERNING LAWS AND JURISDICTION

This Order shall in all respect be governed by & interpreted in accordance with the Laws of India. This Order is subject to the exclusive Jurisdiction of Nagpur Courts.

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 beadequately 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 Maheshtala 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 Maheshtala Waste Water Management and it's 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."