

# **PURCHASE ORDER**

Vishvaraj Environment Private Limited					PR No : 1000000172								
11th Floor Maker Chamber VI 220 Noriman Baint					PR Release Date : 20.12.2022								
Maker Chamber-VI,220 Nariman Point Mumbai 400021						PO No: 1000000309 PO Date: 27.01.2023							
Maharashtra						Outline Agreement No :							
iviariar	asiitia		Outline Agreement No:										
			Reference Doc No. & Date: &										
1	or Name and Address:												
Vendor Code: 500000000						GST : 27AEDPD4053R1Z9							
JAYRAJ MARKETING					PAN : AEDPD4053R								
1st Floor, Block No. 23, Dhanshree Complex, Near Hardev Hotel, Sitabuldi					Mobile : Email : sudhanshu.mishra@vishvaraj.in								
1	r 440012		Erran Todarianomannoma viorivarajin										
Mahara													
Dolivo	ry Addross.				Dilling	Addro	201						
<b>Delivery Address:</b> Vishvaraj Environment Private Limited					Billing Address: Vishvaraj Environment Private Limited								
Vedic-NSSCDCL -EPC					Vedic-NSSCDCL -EPC								
4th Floor					4th Floor								
Madhu Madhav Towers,Laxmi Bhuvan Square,Dharampeth						Madhu Madhav Towers,Laxmi Bhuvan Square,Dharampeth							
Nagpur 440010						Nagpur 440010							
Maharashtra GST No.: 27AADCV0032H1ZO PAN : AADCV0032H						Maharashtra GST No.: 27AADCV0032H1ZO PAN: AADCV0032H							
GSTING	J 27AADCV0032H1ZO		PAIN . AADCV0032F		GSTING	U Z <i>I F</i> AF	ADCV	00321	1120	FAN . AA	JCV0032	2Π	
Dear S	ir, Please supply/provide the fo	llowir	g materials/service	s in acc	ordan	ce with t	terms	cond	litions printed al	ong with th	is order	r.	
Sr. No.	No. Item code & Descriptions			Del. D	el. Date Oty		Ų	Jnit	Rate	Discount	Value	e INR	
1	1700000021	25.02		2.2023 1		EA	١	500,000	0	5	500,00		
	CEMENT RMC Machine												
CLIVICIAL MANO MANORINE							4						
HSN / SAC Code :						CC	SST	9 %	4500		5000.		
						>							
	TAX CODE - V3-Input - CGST 9% + SGST 9%					SG	SST	9 %		4!	5000.0		
Payment Terms: Pay immediately w/o deduction							asic A		•				
Inco-Terms:					Freight Amount : 90,000								
Amount : Five Lakh Ninety Thousand Inr Only					Total Amount : 590,000								
	1					<u>'</u>							
01. Country of Origin			02. Site Receipt Report					03. I	nsurance Certi	ficate			
04. Lorry Receipt			05. Test Certificate					06.0	Guarantee/War	ranty Certi	ficate		
07. Transporter Invoices 8. Inspect			8. Inspection Rep	ction Report				9. Packing List					
10. Transit Insurance			11. Tax Invoice					12. Eway Bill					
13. Copy of Purchase Order			14. Delivery Challan					15. Weightment Slip					
16. MSDS			17. Royalty Receipt					18. Operational Receipt					
19. Bill of Ladding			20. JMR			21.\	NCC						
22. Sta	atutory Complaince												

## CODE OF CONDUCT

- 1. You Are Expected To Comply With All Applicable Laws, Regulations And Dealings With Vishvaraj Environment Private Limited, 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 Vishvaraj Environment Private Limited .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 Vishvaraj Environment Private Limited Ltd Including Safety And All Applicable Quality Requirements.
- 5. Please Avoid Presenting Gifts, Money, Services Or Favours To Vishvaraj Environment Private Limited Employees Beyond The Customary Limitation For The Purpose Of Receiving Any Favourable Behaviour.
- 6. .Vendor/Seller has reviewed RFQ document/Technical Specification shared by Vishvaraj Environment Private Limited 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

Vishvaraj Environment Private Limited 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 Vishvaraj Environment Private Limited representative.

## 3. STATUTORY COMPLAINCE

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 Vishvaraj Environment Private Limited work place.

## 5. GST REGISTRATION NO.

GST numbers of Vishvaraj Environment Private Limited 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, atfrequency, 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 Vishvaraj Environment Private Limited is unable to avail sales tax credit, in that case Vishvaraj Environment Private Limited 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. Goodswill 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 Vishvaraj Environment Private Limited 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 Vishvaraj Environment Private Limited and it#s representatives against any such loss occurred due to non compliance In whatsoever in nature.