

PURCHASE ORDER

Vishvaraj Environment Private Limited 11th Floor Maker Chamber-VI,220 Nariman Point Mumbai 400021 Maharashtra	PR No : 1000000639 PR Release Date : 27.01.2023 PO No: 1000000340 PO Date: 30.01.2023 Outline Agreement No : Outline Agreement Date : Reference Doc No. & Date: &
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Vendor Name and Address: Vendor Code: 100000967 AMAN TARPAULIN COMPANY E-38 ZONE 3 TRANSPORTNAGAR WARDHAMAN NAGAR BHANDARA ROAD NAGPUR 440008 Maharashtra		GST : 27AARPI7787F1Z0 PAN : AARPI7787F Mobile : 3763366688 Email : amantarp.co@gmail.com
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Delivery Address: Vishvaraj Environment Private Limited Bhandewadi Swami Narayan Mandir Pardhi Road, Nagpur 440035 Maharashtra GST No.: 27AADCV0032H1Z0 PAN : AADCV0032H	Billing Address: Vishvaraj Environment Private Limited NWW-STP O & M SWT / STP PLANT BHANDEWADI BHANDEWADI DUMPING YARD,Ambazari Forest area Nagpur 440035 Maharashtra GST No.: 27AADCV0032H1Z0 PAN : AADCV0032H
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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	1700000340 PLASTIC_TARPAULINE Dunpack Brand Semi Virgin with UV Treated HDPE, GSM- 170 20X12 :- 3.8 KGS APROX EACH 18X36 :- 10.4 KGS APROX EACH +- 5% Tolerance HSN / SAC Code : TAX CODE - V3-Input - CGST 9% + SGST 9%	05.02.2023	54	KG	158	0	8,532
				CGST	9 %		767.88
				SGST	9 %		767.88

Payment Terms: 30 DAYS CREDIT Inco-Terms: EXW WARDHAMAN NAGAR, NAGPUR Amount : Ten Thousand Sixty Seven Inr Seventy Six Inr Only	Basic Amount : 8,532 Freight Amount : GST Amount : 1,535.76 Total Amount : 10,067.76
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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"/>	8. Inspection Report	<input type="checkbox"/>	9. Packing List	<input type="checkbox"/>
10. Transit Insurance	<input type="checkbox"/>	11. Tax Invoice	<input checked="" type="checkbox"/>	12. Eway Bill	<input type="checkbox"/>
13. Copy of Purchase Order	<input checked="" 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"/>				

1. DEFINITIONS:

- a) Purchaser shall mean VISHVARAJ ENVIRONMENT PRIVATE LIMITED.
- b) Client shall mean NWW-STP, Nagpur.
- c) Supplier shall mean Aman Tarpaulin Company.
- d) End User shall mean VISHVARAJ ENVIRONMENT PRIVATE LIMITED.
- e) Sub-Supplier/Sub-Vendor shall mean the firm / company / party named in the order / Contract for any part of the supplies to whom any part of the order / contract has been sublet by the Supplier/Contractor with the written consent of the Purchaser/Owner and / or Client.
- f) Site shall mean the location: VEPL, STP Bhandewadi, Nagpur.
- g) Effective Date of Contract shall be referred from the date of Purchase Order issued by the Purchaser.
- i) Goods shall mean and include HDPE Tarpaulin.
- j) Contact person at site: - Mr. Amit Dubey- 98184 28227.

2. SCOPE OF SUPPLIES:

Detailed Scope of Supplies/ Work shall be as per Material description mentioned in this PO.

3. PRICE BASIS

3.1 The prices for Goods are on Ex-works, Wardhaman Nagar, Nagpur basis as per latest INCOTERMS, including packing and forwarding charges. The Supplier shall arrange the freight / transportation and transit Insurance. Loading of Materials Supplier's place shall be in Supplier's scope and Unloading shall be done at site by VEPL, unless mentioned otherwise.

3.2 The rates shall remain Firm & fixed until completion of the Project and shall not subject to any escalation or variation on any account whatsoever at any time thereafter.

3.3 Supplier shall provide any material/equipment / services, which are not specifically mentioned in the Order but required for Completion of the Supply and/or safe, trouble free normal operation of the Project as per scope of work, at no extra cost.

3.4 Any variation in quantities and / or scope up to + / - 20% shall be carried out by the Supplier at the same price and on the same terms and conditions.

4. TAXES & DUTIES

GST shall be extra as applicable. Current rate is 18%. No other tax liability shall be borne by VEPL.

5. DELIVERY PERIOD:

5.1 The effective date for delivery shall be reckoned from the date of Purchase Order. All the Goods shall be delivered by the Supplier within 1 week from the date of Purchase Order.

5.2 The Supplier shall strictly adhere to the delivery terms mentioned, it being expressly understood and agreed by and between the Supplier and the Purchaser that the order for Goods are being awarded to the Supplier on the basis of representation made by the Supplier to the Purchaser specifically agreeing and accepting timely delivery and that timely delivery is the essence of the order.

IMPORTANT: In LR, destination should be written as: VEPL, STP Bhandewadi, Nagpur.

6. TERMS OF PAYMENT

20 days open credit.

7. GUARANTEE / WARRANTY PERIOD: 12 months from the date of commissioning & 18 months from the date of supply if applicable.

8. DRAWINGS / DOCUMENTS: NA

9. PACKING AND MARKING

The Packing and Marking shall be done by the Supplier as per mutually agreed basis. 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 fully 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.

10. SUPERVISION OF ERECTION & COMMISSIONING: NA

11. ACCEPTANCE OF ORDER

The Supplier declares and confirms that they have read and understood the terms and conditions set out hereinabove, which are condition precedent to the acceptance of the Purchase Order and by signing herein below, the Supplier hereby declares his unconditional acceptance of the Purchase Order and agrees to be bound by all the terms and conditions mentioned herein above. Supplier shall provide their acceptance on this Purchase Order within 3 working days from date of Purchase Order OR communication of Order, failing to which this order shall be treated as deemed accepted. Further, the Supplier also confirms that no subsequent amendments / alterations to this Purchase Order shall be valid unless consented to by the Purchaser expressly in writing. Read and accepted the above terms and conditions

1. TAXES & DUTIES

GST/IGST thereon as applicable shall be paid / reimbursed by the Purchaser at actual after dispatch against submission of the requisite documents for claiming GST/IGST, 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/IGST rules and due to which Purchaser are not granted GST/IGST credit the Supplier shall reimburse such GST/IGST 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 dispatch the full details of dispatch 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. The items shall be dispatched with safe & adequate packing.

3. DOCUMENTATION TO BE PROVIDED ON DELIVERY:
AS PER CHECKLIST

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, 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:
NA

6. LIQUIDATED DAMAGES:
NA

7. Factory Acceptance Test/Type test.
NA

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:
NA

10. WARRANTY:

12 months from the date of commissioning & 18 months from the date of supply if applicable.

11. LATENT DEFECTS

Defects beyond 0% is not permissible supplier has to replace the defected material beyond tolerance limit.

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. 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.

15. SUPERVISION OF COMMISSIONING & ON SITE TRAINING:

NA

16. INSPECTION & EXPEDITING:

NA

17. 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.

18. 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.

19. IDEMNITY

19.1 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.

19.2 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.

20. COMPLETENESS OF THE ORDER

20.1 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.

20.2 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 utilized 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. 20.3 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.

21. 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.

22. PROGRESS REPORT:

NA

23. 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.

24. 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.

25. 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.

NOT APPROVED

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 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 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, 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 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. 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 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 its representatives against any such loss occurred due to non compliance In whatsoever in nature.