

PURCHASE ORDER

Vishvaraj Environment Private Limited 11th Floor Maker Chamber-VI,220 Nariman Point Mumbai 400021 Maharashtra	PR No : PR Date : PO No: 7000000010 PO Date: 02.12.2022 Outline Agreement No : Outline Agreement Date : Reference Doc No. & Date: &
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Vendor Name and Address: Vendor Code: 700000066 DOCTOR OF MACHINE ENTERPRISE OFFICE NO 17 KEDAR EMPIRE KARVE ROAD PUNE 400068 Maharashtra		GST : 27AKNPL9729L1Z9 PAN : AKNPL9729L Mobile : Email : INFO@DSEPL.IN
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Delivery Address: Vishvaraj Environment Private Limited Warje- O & M 300 MLD Warje WTP-PMC Near Kakade City, Warje, Pune, Maharashtra- 411058 Pune 411058 Maharashtra GST No.: 27AADCV0032H1ZO PAN : AACDV0032H	Billing Address: Vishvaraj Environment Private Limited Warje- O & M 300 MLD Warje WTP-PMC Near Kakade City, Warje, Pune, Maharashtra- 411058 Pune 411058 Maharashtra GST No.: 27AADCV0032H1ZO PAN : AACDV0032H
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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	1300002149 MS_PIPE_350MM_6MM_THICK HSN / SAC Code : TAX CODE - V3-Input - CGST 9% + SGST 9%	10.12.2022	42	M	3,892.5	0	163,485
	CGST 9%						14713.65
	SGST 9%						14713.65
2	1700000355 ISMC_50X50X5MM HSN / SAC Code : TAX CODE - V3-Input - CGST 9% + SGST 9%	10.12.2022	120	KG	69.2	0	8,304
	CGST 9%						747.36
	SGST 9%						747.36

Payment Terms: 14 days 2%, 30/1,5%, 45 net Inco-Terms: Amount : Two Lakh Two Thousand Seven Hundred Eleven Inr Two Inr Only	Basic Amount : 171,789 Freight Amount : 0 GST Amount : 30,922.02 Total Amount : 202,711.02
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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 Complaine	<input type="checkbox"/>				

ORDER REGULARIZATION

1. Price Basis

All the rates stated/quoted/agreed are understood to be Ex Works Basis. Packing & Forwarding shall be in Vendor Scope only.

2. Taxes and Duties

GST shall be extra As Applicable - To be included in offer. Only GST for domestic orders as per HSN code. Octroi/ Entry tax charges, if applicable, shall be in vendor scope.

3. Delivery / Installation / Commissioning

Within 2-3 weeks from date of receipt of order issued subject to clearance at site.

4. Supply Schedule

Within 2-3 Weeks from date of receipt of order issued subject to clearance at site.

5. Delivery Address

WARJE STP PLANT-PUNE

6. Payment Terms:

45 days open credit 15 days will be considered from date of Receipt of bills subject to acceptance of material by VEPL & End-Client.

Note: Bills to be submitted by Supplier to be in-line to Purchase order issued, In-case of partial bills or part bills submitted which are not inline to the purchase order lines / description issued, such bills

will not be processed. There will be no correlation of material delivery and outstanding payments of other/ old projects (In-case of any issue, kindly regret this enquiry). In case deliveries are stopped for this project due to outstanding payables, the delay will be considered as intentional delay and LD / Risk-purchase will be applicable on payables.

7. Inspection and Testing

Vendor shall give VEPL a minimum of 15 days' notice in advance for inspection and testing of any Equipment/ Material requiring Pre-Dispatch Inspection. Inspection Clearance / Waiver Certificate shall be issued by VEPL authorized person only. The goods shall be

accepted by the VEPL after carrying out the inspection & testing with regard to the quality & confirmed specifications.

8. Billing

Billing to be done as per address mentioned above in order.

9. Transportation & Transit Insurance

Transportation Charges : To Pay basis approx. Rs 2000, Transit Insurance : in vendor's scope

10. Warranty

18 months from the date of receipt of material at site or 12 months from the date of commissioning whichever is earlier. If the material is found to be defective or fails within the warranty period then you will arrange to repair / give us free replacement immediately within 48 hours. In case, if you do not comply, we will make necessary arrangements at your risk & cost and the same will be debited to you.

11. Penalty / Liquidated Damages

Material / Equipment should be supplied as mentioned above or as per schedule communicated by authorized VEPL representative, otherwise LD @1.00 per week to maximum of 10.00 % of purchase order value will be charged. The Parties agree that the amount mentioned herein as

liquidated damages is a genuine pre-estimate of losses which would likely be suffered by VEPL in case of breach of provisions of this contract by Vendor.

12. Risk Purchase

In case the vendor fails to supply the material/ item stipulated above or fails to comply with the purchase order terms, the VEPL shall be entitled to purchase the same from the alternate sources at the risk and the cost of the vendor and recover from vendor the actual amount paid by the VEPL over the rates worked on the above basis.

13. LIMITATION OF LIABILITY

In no event, whether as a result of breach of contract, tort, strict liability or otherwise, shall either PARTY be liable to the other PARTY for any incidental, indirect, consequential, special or punitive damages, loss of profits, or exemplary damages of any kind.

14. Factory Acceptance Test/Type test

FAT if required shall be conducted in presence of client/ Consultant as per tender specs and cost for the same is deemed to be 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. System acceptance shall be conducted at site. Test Certificate provided will be traceable to supplied products. In case of failure of FAT, all expenses related to retesting will be borne by the vendor (Inclusive of Flight Tickets/Accommodation/Travel Expenses/Food expenses etc. of Client, Consultant & VEPL representatives).

15. Indemnity

Vendor shall defend, indemnify and hold End-Client and VEPL harmless from and against any Claim in connection with any Taxes, which may be levied or imposed, on Vendor or its vendors by any Government Authority arising out of or in connection with the performance of this

Contract. Vendor shall be liable for, and shall defend, indemnify and hold VEPL and 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 "End-Client & VEPL" caused by Vendor's negligence, default breach of contract or wrongful act and its vendors (including, but not limited to, Vendor and their vendors' equipment
- b. Death or sickness of or injury to any member of Vendors and its representatives.
- c. Violations of laws, permits, clearances, codes, ordinances or regulations by Vendor or its representatives.
- d. Any other liability or loss that shall have resulted from any negligent or willful act or omission or from the default of Vendor, Vendor's 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 Vendor.

16. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the Parties, as the case may be, and which either PARTY could not foresee or with a reasonable amount of diligence could not have foreseen or which substantially hinders the performance of the AGREEMENT and will include:

- a. Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics, windstorms.
- b. Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, quarantines.
- c. Riots, civil commotion, acts of terrorism, acts of public enemy, arson, civil disorder, strikes, lockouts, fire.

Neither the VENDOR nor the VEPL shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure event.

Upon occurrence of an event considered by the Parties to constitute Force Majeure and which may affect performance of either PARTY's obligations, the affected PARTY shall promptly (not later than 7 days upon occurrence of such event) notify the other PARTY and shall endeavor to continue to perform its obligations as far as reasonably practicable. In case of continuation of Force Majeure for more than 60 days, the VENDOR and VEPL shall attempt to reach an agreement on the modalities for execution of the AGREEMENT. In case both

the PARTIES are not able to reach an agreement within further 30 days, then both the PARTIES have the right to terminate the CONTRACT for the portion of work affected by Force Majeure.

However, a force majeure event shall not have any effect on the payments

17. Arbitration / Jurisdiction

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning or operation or effect of this agreement shall, unless resolved amicably, be settled by Arbitration of three arbitrators, one to be appointed by each party and the third

arbitrator (who shall act as the presiding arbitrator) to be appointed by the two arbitrators. All proceedings under such Arbitration shall be held in Nagpur and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or

re-

enactment thereof. It is agreed and understood that the court having jurisdiction over Nagpur alone shall be competent to entertain any

application or petition pertaining to the Arbitration Agreement

and/or arbitral proceedings Pursuant to this clause. During settlement of disputes and arbitration proceedings, both the parties shall be obliged to carry out their respective obligations under the Contract.

18. Termination

- a. Failure to perform by Vendor: -

Without prejudice to rights of VEPL to receive compensation for breach of contract, VEPL shall have the option to cancel the order in part or in full by giving in writing to "VENDOR" if "VENDOR" fails to comply with any stipulations contained in the LOI. In the event of rejection due to non-conformities, VEPL shall cancel the order for the non-conforming goods and shall further retain the rights with respect to substitution at VENDOR's cost in installing and removing the non-conformity and correct the same at VENDOR's cost. This order remains valid subject to VEPL's approval of VENDOR's makes and the approval of VENDOR's technical submissions and drawings.

- b. Termination of main contract of VEPL by END-CLIENT.

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.

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