



## Xeon Waste Managers Pvt. Ltd.

Unit No. 306, T3, Kohinoor World Towers, Opp. Empire Estate,  
Old Pune - Mumbai Highway, Pimpri P F, Pune, Pin - 411018  
State Code - 27, State : Maharashtra, Country : India  
Website : www.blueplanet.asia, Email :  
sales.bpb@blue-planet.com  
GST No : 27AAACX3223D1ZQ, PAN No : AAACX3223D



### PURCHASE ORDER

<b>Vendor Code</b> : N001	<b>PO No</b> : 24-25/XWM/145	<b>Quotation No</b> : Verbal
<b>Vendor Name</b> : NATIONAL BEARING SYNDICATE	<b>PO Date</b> : 11/12/2024	<b>Quotation Date</b> : 11/12/2024
<b>Address</b> : 3/4, BIDHAN SARANI,, Kolkata - 700006, West Bengal, India Contact Person : Mr. SOURAV CHAURASIA Mobile : 8334072834 Email : nationalbearingsyndicate@gmail.com GST No : 19BYUPC8401N1ZS PAN No : BYUPC8401N MSME No : MSME Type :	<b>WO No</b> : <b>Contact Person</b> : Shubhangi Shinde <b>Contact No</b> : 9503861385 <b>PO Type</b> : Boughtout Material <b>Project Code</b> : PC-55	<b>Inco Terns</b> :
	<b>Ship To</b> : Kolkata Muncipal Corporation Dhappa Damping Ground Kolkata West Bengal 700105 Contact Person Manas Joddar-7699789953	

Refer to your quotation and the subsequent discussion you had with us, we are placing the purchase order as per the below given details and terms & conditions. You are requested to sign as accepted a copy of the said purchase order and deliver it at the aforementioned address.

Sr No.	Item Description	HSN Code	Delivery Date	Qty	UOM	Rate (INR)	Disc %	Amount (INR)
1	BP41-4-025A MCB FOUR POLE 25A		16/12/2024	1.00	NOS	1,450.00	0.00	1,450.00
2	BP40-D-400-CU CABLE FOUR CORE 4.0 SQ MM COPPER		16/12/2024	2.00	MTR	135.00	0.00	270.00

**Total Product Qty.**

3.00

**PO Basic Value :**

1,720.00

IGST @ 18%

309.60

**INR : TWO THOUSAND TWENTY-NINE AND SIXTY PAISE ONLY**

**Total PO Value (INR) :**

**2,029.60**

### Terms and Conditions

- Payment Terms** : Against receipt of material.  
Note- ("XWM(Xeon Waste Managers Pvt. Ltd.) will release the payment of GST amount against invoices only after the supplier has declared and filed GSTR 1 and the verification and matching of the same in the monthly GSTR 2B statement of XWM has been done.")
- Price Basis** : Ex-works
- Packing & Forwarding** : Cost Included in above price.
- Transportation** : Included.
- Inspection** : We shall carry out inspection at our works after receipt .
- Delivery** : Material will be dispatched within 4-5 days in good quality from the date of issue of purchase order.
- Documents** : You will submit following documents at the time of placing insection call.  
a) Performance test certificate  
b) Test certificate of bought out items  
  
Youl will submit the documents at the time of dispatch,  
a) Warranty certificate  
b) Packing list  
c) Delivery challan and invoice
- Standards Specifications** : The Material will be as per the relevant IS standards or equivalent as applicable.
- Important Instructions** : The goods you will be supplying under this PO would be as per technical specifications submitted by you and approved by Xeon Waste Managers Private Limited. In case of any deviations in the same, you would be rectifying the same without any extra cost.



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<b>Vendor Name : NATIONAL BEARING SYNDICATE</b>		<b>PO Date : 11/12/2024</b>	<b>Quotation Date : 11/12/2024</b>
<b>10 Penalty</b>	: Time being essence of the order you will supply goods within stipulated time frame. I.e. within 2 days from the date of PO. Any delay beyond stipulated delivery period, Liquidated Damages (LD) @ 0.5 % of PO value per week will be levied after 1 weeks of stipulated delivery period.		
<b>11 Binding Nature</b>	: Upon acceptance and acknowledgment of this Purchase Order under your countersignatures, it shall become a binding contract for both XWMPL and you, and any money advanced or paid as per this Purchase Order shall become recoverable under the applicable provisions of The Indian Contract Act, 1872 and further, all other terms and conditions of this Purchase Order shall always be read, understood, interpreted, and enforced as per the provisions of The Indian Contract Act, 1872 or any other applicable law in force as on date.		
<b>12 FORCE MAJEURE</b>	: If at any time, during the continuance of the Order / Contract, performance in whole or in part by Contractor of any obligations under this Order/Contract shall be prevented or delayed by reason beyond control of parties like war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, floods, epidemics, quarantine restrictions, or acts of God (hereinafter referred to as event), then, provided notice of the happening of such event is given by Contractor to Purchaser within fifteen (15) days from the date of occurrence thereof, neither party shall, by reason of such event be entitled to terminate this Order/Contract nor shall have any claim for damages against each other in respect of non-performance and delay in performance as referred to herein above. Immediately after the event has come to an end or cease to exist, Contractor shall promptly notify Purchaser of the same and performance under the Order/Contract shall be resumed immediately. The contractual completion date referred to in paragraph (6) above shall stand extended accordingly. In the event of parties hereto not able to agree that a force majeure event has occurred, parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.		
<b>13 Defect Liability Period / Warranty Period</b>	: Goods supplied by you will be warranted for a period of 36 months from the date of supply of goods at our end		
<b>14 ARBITRATION</b>	: Any dispute, controversy or claim arising out of or relating to or in connection with this Purchase Order or the breach or validity hereof shall be settled by arbitration by a Sole Arbitrator. We shall appoint a retired judge of High Court or Supreme court of India to act as sole Arbitrator. By acknowledging a copy of this PO you agree to the aforesaid method of appointment of Arbitrator. The Place of Arbitration shall be at pune. The language of the Arbitration and award shall be English. Courts in Pune alone shall have exclusive Jurisdiction.		
<b>15 Compliance with Purchaser Policies</b>	: The Supplier shall comply with the Purchasers ABC (Anti-Bribery and Corruption) and POSH (Prevention of Sexual Harassment) policies. This includes strictly adhering to anti-bribery and corruption guidelines and creating a safe and respectful work environment free from sexual harassment. The Supplier shall provide evidence of compliance upon request. Non-compliance may result in termination of the Work Order. The Supplier acknowledges the importance of policy adherence. This clause remains in effect beyond Work Order termination. The supplier shall strictly Implement, adhere and follow the Anti-Bribery and Corruption Policy as being perused and followed by the Company as provided to it from time to time and as appended to this work order and subject to which the Supplier shall undertake a periodic bribery and corruption risk assessment across its business to understand the bribery and corruption risks it faces and ensure that it has adequate procedures to address those risks. The said Risk Assessment may be reviewed by the Company from time to time.		



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Vendor Code : N001

Vendor Name : NATIONAL BEARING SYNDICATE

PO No : 24-25/XWM/145

PO Date : 11/12/2024

Quotation No : Verbal

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- 16 Representations and Warranties** : Each party represents and warrants to the other party that
- Representations and Warranties** 10.1. It has conducted its business in compliance with applicable laws prevailing in the country, and no notice has been received by it from any governmental authority alleging any non-compliance in this regard;
- Representations and Warranties** 10.2. It is an independent and separate legal entity;
- Representations and Warranties** 10.3. It has proper knowledge, expertise and resources, to provide the agreed services;
- Representations and Warranties** 10.4. It has all requisite power and authority to execute, deliver and perform its obligations under this agreement, and further, that it has been fully authorized by all requisite corporate actions to do so;
- Representations and Warranties** 10.5. The execution and performance of this agreement do not and shall not violate any provisions of any existing arrangement, law, rule, regulation, order, or judicial pronouncement;
- Representations and Warranties** 10.6. It has Conducted its business in compliance with applicable anti-bribery and anti-corruption laws, and no notice has been received by either party from any governmental authority alleging any non-compliance in this regard;
- Representations and Warranties** 10.7. It has not at any time authorized any payments or benefits: (i) to or for the use or benefit of any government official; (ii) to any other person either for an advance or reimbursement, if it knows or has reason to know that any part of such payment will be directly or indirectly given or paid by such other person, or will reimburse such other person for payments previously made, to any government official; or (iii) to any other person to secure other improper advantages, the payment of which would violate applicable anti-bribery and anti-corruption laws.
- 17 Confidentiality** : 11.1. Vendor agrees to hold all Information in confidence and not to, directly or indirectly, disclose, use, copy, publish, summarize, or remove from Clients premises any Information (or remove from the Designated Site or from any other property of Client), except (i) during the Agreement to the extent authorized and necessary to carry out Vendor's responsibilities under this Agreement, and (ii) after the termination of the freelancing relationship, only as specifically authorized in writing by Client. Notwithstanding the foregoing, such restrictions shall not apply to (a) information which Vendor can show was rightfully in Vendor possession at the time of disclosure by Client; (b) information which Vendor can show was received from a third party who lawfully developed the information independently of Client or obtained such information from Client under conditions which did not require that it be held in confidence; or (c) information which, at the time of disclosure, is generally available to the public; 11.2. Both the Parties mutually undertake not to divulge any information in connection with the agreement being agreed herein, to any third party, except as may be necessary in the course of fulfilling mutual responsibilities under this Purchase Order. Both the parties agree to maintain complete confidentiality with regard to the subject matter of this Purchase Order and the terms of their business arrangement and shall only disclose necessary details of the Agreement, which may be required to be disclosed under the applicable laws. The provision of confidentiality is binding and shall survive the termination of this Purchase Order till a period of 3 (Three) years. 11.3. Upon the termination of this Agreement, the Vendor shall upon the request by the Client promptly deliver to the Client all the information disclosed at the Effective Date, and during the term of the Agreement, (all drawings, blueprints, manuals, specification documents, documentation, source or object codes, tape discs, and any other storage media, letters, notes, notebooks, reports, flowcharts, and all other materials) in its possession or under its control relating to the Proprietary Information and/or Services, as well as all information belonging to Client which is then in the Receiving Party's possession or under its control.
- 18 IPR** : All intellectual property rights of Client, including but not limited to patents, copyrights, trademarks, trade secrets, and any other proprietary information developed, created, or utilized in connection with this Agreement shall remain the exclusive property of Client.



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<b>Vendor Name : NATIONAL BEARING SYNDICATE</b>		<b>PO Date : 11/12/2024</b>	<b>Quotation Date : 11/12/2024</b>
<b>19 Indemnity Indemnity</b>	: The Vendor shall indemnify and hold harmless Client, its promoters, officers, directors, employees, affiliates, agents, sub-contractors, and other representatives from any direct claims, demands, liabilities, suits, proceedings, penalties, costs or expenses of any kind (including, attorneys' fees and expenses) arising out of or in connection with (i) infringement of intellectual property rights of Client by the Vendor; (ii) infringement of third party intellectual property rights by the Vendor; (iii) violation of any applicable laws and statutory obligations by the Vendor; (iv) gross negligence and/or misconduct by the Vendor; (v) breach of any obligation, terms, representation, warranties, and covenants under this Agreement; (vi) breach of confidentiality obligations under this Agreement; (vii) any employment related claims from Vendor's Personnel.		
<b>20 Limitation of Liability</b>	: In no event, Client shall be liable to the Vendor, whether in contract, tort (including negligence) or otherwise for any loss of goodwill, any loss of business, profits or revenue, loss of operation time, increased costs or wasted expenditure, damages of any kind including special, indirect, incidental, consequential, punitive, exemplary, or tort damages arising out of or relating to this Agreement.		
<b>General Notes :</b> 1. Material to be Despatched only after Inspection / Confirmation from us. 2. Please send approval for shipping documents prior to shipment. 3. All components and boxes should contain Part / Model No Identification. 4. Test Certificates should be sent before shipment. 5. Pre-Despatch inspection report is mandatory, we will debit QC person charge if material comes without self inspection report.		<b>For, Xeon Waste Managers Pvt. Ltd.</b>  <b>Prepared By</b> Shubhangi Shinde <b>Authorised By</b> Abhishek Bhosale	