

# CENTURY PAPER AND BOARD MILLS LIMITED

14 Ali Block, New Garden Town, LAHORE. TEL:042-35886801-04, FAX:042-35830338

S.T. Reg. No. 03-05-4900-003-91

N.T.N. 0710009-4

# REQUEST FOR EXPRESSION OF INTEREST TO SUPPLY

**Ref.** #: 132316 To: 24-00-4243-479-12 S.T. Regd # STAR CORPORATION

Address: NISHTER ROAD., LAHORE NTN / NIC # 02-NOV-23 Date:

Contact Person: Cell # Note To Receiver TALHA BIN QASIM

**Special Instruction Payment Terms** Deliver To:

60 Days after Invoice Century Paper and Board Mills Bhai Pheru, 62 KM,

Lahore-Multan Highway-N5, , LAHORE

Please express your interest to supply the following as per indicated terms and conditions.

SR	PR#	Item Description	UOM	Quantity	Unit Price (Rupees)	Amount (Rupees)	Required Date
1	90367	BUTTERFLY VALVE 125 MM (5")	NOS	2.00	21,840.00	43,680.00	08-NOV-23
			Sales Tax Exclusive Value :			43,680.00	

Sales Tax: 18.00 % 7,862.40

Sales Tax Inclusive Value: 51,542.40

Amount in Words: Fifty-one thousand five hundred forty-two and forty paisas only

# **Important Notes:**

1. THE ABOVE REF. # AND DATE MUST BE GIVEN ON YOUR INVOICE / BILL.

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2. INCOME TAX WILL BE DEDUCTED AS PER GOVERNMENT RULES.
3. SALES TAX WILL BE PAID AFTER RECEIVING THE ORIGINAL SALES TAX INVOICE.
4. PLEASE SEND YOUR INVOICES AND ONE COPY OF RECEIPTED CHALLAN TO PROCUREMENT DEPT AT

14, ALI BLOCK, NEW GARDEN TOWN, LAHORE -- WITHIN 3 DAYS OF SUPPLY OF MATERIAL.

Yours Truly

**CENTURY PAPER AND BOARD MILLS LIMITED** 

THIS IS A SYSTEM GENERATED REQUEST

# 1. ACCEPTANCE AND TERMS

The offer set forth in this purchase order/scheduling agreement may be accepted by signing the acknowledgment copy and returning it to Buyer or by commencing performance of this purchase order/scheduling agreement. Acceptance of this offer is expressly limited to the terms and conditions hereof. BUYER SHALL NOT BE BOUND BY AND HEREBY OBJECTS TO ANY PROVISIONS ADDITIONAL TO OR AT VARIANCE WITH THE TERMS HEREOF THAT MAY APPEAR IN VENDOR'S QUOTATION, ACKNOWLEDGMENT, CONFIRMATION, INVOICE OR ANY OTHER PRIOR OR LATER COMMUNICATION FROM VENDOR TO BUYER, UNLESS SUCH PROVISIONS ARE EXPRESSLY AGREED TO IN A WRITING SIGNED BY BUYER.

#### INVOICES

Vendor's invoice together with the original bills of lading or express receipts, properly signed by the carrier, shall be mailed on the date of shipment to the address specified on the front of this purchase order/scheduling agreement, or any other address as authorized by Buyer. Vendor shall render separate invoices for each shipment made under this purchase order/scheduling agreement. Vendor's failure to mail invoices on the date of shipment or Vendor's failure to be nave invoices accompanied by bills of lading or express receipts shall result in having all discount periods commence on the date that both the invoice and bill of lading or express receipt are received by Buyer. Invoices shall not be required for any shipment made on a supplier managed inventory, consignment or comparable basis

### **PACKING**

Unless otherwise specified by Buyer, Supplies must be packed, shipped and billed in conformity to classification requirements necessary to secure minimum freight rates. Buyer's count shall be final and conclusive on all shipments not accompanied by a packing ticket or a bill of lading

# ALTERNATIVE SUPPLY

In the event that Vendor is unable to fill any accepted purchase order/scheduling agreement, then Buyer (a) may cover by making in good faith any reasonable purchase of Supplies in substitution for the Supplies that Vendor fails to supply and (b) Vendor shall promptly reimburse Buyer an amount equal to the excess of the aggregate purchase price of Supplies for which Buyer acquires the substitute Supplies.

Buyer's production schedules are based upon Vendor's assurance of delivery to Buyer by the date specified on the face hereof. Time is of the essence in this purchase order/scheduling agreement. If Vendor cannot meet such deadline, Vendor shall promptly inform Buyer in writing of Vendor's best possible delivery time for Buyer's approval. If Buyer does not approve such alternate delivery time, Buyer shall have the right to cancel this purchase order/scheduling agreement in whole or in part without further liability, purchase the Supplies elsewhere and/or hold Vendor accountable for all direct and indirect damages resulting from Vendor's unacceptable delivery dates. If late deliveries are made, Buyer may cancel this purchase order/scheduling agreement in whole or in part, purchase the Supplies elsewhere and/or hold Vendor accountable for all direct and indirect damages resulting from Vendor's failure to deliver on schedule.

## TITLE: RISK OF LOSS

Unless otherwise agreed by Buyer and Vendor, title and risk of loss to the Supplies shall remain with Vendor until Vendor properly completes physical delivery of the Supplies,

#### SHORTAGE OF SUPPLY

In the event of a shortage of supply, whether due to force majeure or otherwise, Vendor shall allocate Supplies to Buyer on a first priority basis until the orders of Buyer have been fully delivered, prior to allocating Supplies to other Vendor customers.

## INSPECTION AND CLAIM OF INDEMNIFICATION

(i) Within 30 days after the Buyer received the goods, should the quality, specifications, or quantity be found not in conformity with the stipulations of this Value Contract/Quantity Contract/SpecificationCertificate/Scheduling Agreement/Purchase Order, the Buyer shall have the option to cancel this Value Contract/Quantity Contract /Scheduling Agreement/Purchase Order and demand for all losses resulted there form, for to claim or replacement with new goods, and all expenses(such as inspection charges, freight for returning the goods and for sending the replacement, insurance premium, storage and loading and unloading charge, etc)shall be borne by the Vendor.

(ii) The Vendor, in accordance with the Buyer's claim, shall be responsible for the immediate elimination of the defect(s), complete or partial replacement of the commodity or shall devalue the commodity according to the state of defect(s). Where necessary, the Buyer shall be at liberty to eliminate the defect(s) themselves at the Vendor's expense. If the Vendor fails to answer the Buyer within 48 hours after receipt of the aforesaid claim, the claim shall be reckoned as having been accepted by

the Vendor.

(iii) At Buyer's option, Buyer may inspect and test the Supplies at Vendor's plant and/or the point of destination. Inspection and acceptance of the Supplies by Buyer shall not relieve Vendor from any of its obligations and warranties hereunder, notwithstanding any payment. In no event shall payment be deemed to constitute acceptance of Supplies.

#### QUALITY

Vendor expressly warrants to Buyer that (a) it shall transfer good title to all Supplies delivered under this scheduling order, free and clear of all liens and encumbrances, (b) it has complied with best manufacturing practices in the production of Supplies delivered hereunder, (c) all Supplies sold by Vendor hereunder shall be free from any defects in design, workmanship or materials, shall be produced, packaged, stored and shipped in accordance with good manufacturing practices prevailing in the industry, shall be and remain fit for human consumption, shall not be adulterated or misbranded, and shall be fit for the uses for which the Supplies are normally intended and for any specific or special purpose or use which Vendor knows is contemplated by Buyer, (d) the manufacture, distribution and use of all Supplies shall not infringe or otherwise misappropriate any third party intellectual property rights, and (e) all Supplies, when delivered to Buyer and for a period of two (2) years thereafter, shall be in strict conformity with all applicable specifications.

#### INDEMNIFICATION 10

Vendor shall defend, indemnify and hold Buyer and officers, directors, employees and agents of Buyer, harmless from and against any and all losses, liabilities, damages, actions, suits, demands or claims (including, without limitation, amounts paid in vertion state determines and indication, indentifying and indication and indication, indicating indication, and indication, indicating indication, and indication, indicating indication, and indication intellectual property rights covering Supplies or the processes used to manufacture Supplies, and (e) the negligence, gross negligence, bad faith or intentional or willful misconduct of Vendor or its employees, affiliates, representatives or subcontractors in the performance by Supplier of its obligations hereunder.

## 11. NONCONFORMING GOODS

All Supplies failing to meet the warranties contained herein or shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for Supplies herein described, or not shipped in containers conforming to Buyer's specifications (or, in the absence of such specifications, in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule or regulation, may be rejected by Buyer and returned or held at Vendor's expense and risk. Buyer may charge to Vendor all expenses of inspecting, unpacking, examining, repacking, repack

12. PRICE

The prices set forth on this purchase order/scheduling agreement are not subject to increase. If Vendor's quoted price for the Supplies covered by this purchase order/scheduling agreement is reduced (whether in the form of price reduction, close-out. The prices set ton't finis pot includes of the state of t

# 13. MOST FAVORED CUSTOMER

The price paid by Buyer shall not be greater than the price paid by any third party purchasing from Vendor the same or lesser quantities of such Supplies or other product that is substantially similar to such Supplies.

#### **EXTRA CHARGES** 14.

No extra charges of any kind, including, without limitation, charges for boxing, packaging, crating or insurance, shall be allowed unless agreed to by Buyer in writing.

#### SET OFF 15.

Buyer may withhold payment of particular charges that Buyer disputes in good faith. Buyer shall have the right to set off against any outstanding or future invoices for Supplies that amount which is the subject of such dispute by Buyer.

# SUBCONTRACTORS

Vendor shall not subcontract, delegate or assign its obligations under this purchase order/scheduling agreement without Buyer's prior written consent. If Vendor proposes to subcontract any of its obligations hereunder, it shall submit to Buyer the name of each proposed subcontractor and a description of the corresponding proposed obligations. Buyer shall have the right to reject any subcontractor, or revoke its prior approval of a permitted subcontractor, which it considers unable or unsuitable to satisfactorily perform the work involved.

# 17. CHANGES

Buyer may, from time to time, without notice to any sureties or assignees, change packing methods, testing, destination, specifications, designs and delivery schedules. Vendor shall immediately notify Buyer of any increases or decreases in costs caused by such changes, and an equitable adjustment in prices or other terms hereof shall be agreed upon in a written amendment to this purchase order/scheduling agreement.

Buyer may cancel this purchase order/scheduling agreement in whole or in part at any time for any reason whatsoever by written notice. Upon receipt thereof, Vendor shall, as to the extent directed by Buyer, stop work under this purchase order/scheduling agreement and take any necessary action relating to property in Vendor's possession in which Buyer has or may acquire an interest. Buyer shall have the right to demand that Vendor deliver to Buyer any of the Supplies, goods, parts, materials, or work in process for which Buyer shall make written request at or within a reasonable time after canceling this purchase order/scheduling agreement, and Buyer shall pay Vendor the fair value of any property so requested and delivered. Buyer's only liability for terminating this purchase order/scheduling agreement in whole or in part is to reimburse Vendor for all direct costs incurred by Vendor as to the balance of this purchase order/scheduling agreement prior to receiving the cancellation notice, less the greater of either amounts received by Vendor on resale of such work in process or the reasonable value of such work in process. Such payment by Buyer shall be in full satisfaction of all claims which Vendor may have against Buyer under this purchase order/scheduling agreement or for the cancellation hereof.

# BUYER'S PROPERTY

All materials (including tools and machines) furnished or specifically paid for by Buyer shall be the property of Buyer, shall be subject to removal at all times at Buyer's demand without additional cost, shall be used only in filling orders from Buyer, shall be clearly identified as the property of Buyer, shall be insured by Vendor with loss payable to Buyer and shall be kept confidential and returned to Buyer at the termination of this purchase order/scheduling agreement. Vendor assumes liability for all loss or damage, excepting normal wear and tear to such materials.

# 20. INSIGNIA

Supplies rejected or not purchased by Buyer which carries Buyer's name, trade name, trade name, insignia, symbol, decorative design or evidence of inspection shall have the same removed by vendor, at Vendor's expense, prior to any sale, use or other disposition by Vendor other than sale to Buyer. Vendor shall indemnify and hold Buyer harmless from any claim, loss or damage arising out of Vendor's failure to do so.

# 21. CONFIDENTIAL INFORMATION

During and for a period ending five (5) years after the termination or expiration of this purchase order/scheduling agreement, Vendor shall keep in confidence and not disclose to any third party or use for any purpose except as provided herein, any and all confidential and proprietary information of Buyer ("Confidential Information"). Vendor shall be responsible to Buyer for any breach of this Section 21 by any party to whom it is permitted to disclose Confidential Information. For purposes hereof, Confidential Information shall be deemed to include, but shall not be limited to, information concerning Supplies and finished Buyer products, the development, manufacture, marketing, distribution and servicing hereof, and the terms and existence of this purchase order/scheduling agreement. The foregoing use and confidentially restrictions shall not be apply to (i) information that is or becomes publicly available through no fault of Vendor, (ii) information that is obtained lawfully from a third party not bound to obligations of secrecy to Buyer, (iii) information that is developed by or for Vendor independent of and without reliance on Confidential Information and (iv) information within Vendor's possession prior to this purchase order/scheduling agreement that was not received under an obligation to keep the same confidential. It Vendor is compelled to disclose Confidential Information by law, stock exchange rules, or governmental order, then Vendor shall, prior to disclosure, brownish with notice of the circumstances to allow Buyer a reasonable opportunity to contest any such disclosure. Information shall not be deemed to be publicly available merely because more general information, or any combination thereof, may be publicly available. Vendor shall not use and shall return all Confidential Information (along with all copies thereof), after the termination or expiration of this purchase order/scheduling agreement, except that legal counsel for Vendor may retain an archival copy or other appropriate record of the same to assure compliance. Notwithstanding the foregoing, Vendor may disclose the terms of this purchase order/scheduling agreement in proceedings to enforce the same.

# INSURANCE

Vendor shall provide and maintain at its expense comprehensive general liability insurance, including product and contractual liability insurance covering bodily injury and property damage to third parties arising out of the use or handling of Supplies, with a limit of not less than PKR5,000,000 for any one occurrence with respect to bodily injury and property damage.

### 23. TAXES

All sales, use, business, value added, goods and services, transfer, documentary, conveyancing or similar taxes or expenses that may be imposed as a result of the sale and transfer of the Supplies ("Taxes"), shall be paid entirely by Buyer upon receipt of an invoice from Vendor in accordance with the applicable local law. Notwithstanding the foregoing, all duties, taxes, and other charges payable upon export or import of the goods, and for their transit through any country prior to delivery shall be paid entirely by Vendor. If Vendor is required by law or by administration thereof to collect any applicable Taxes from Buyer, Buyer shall pay such Taxes to Vendor concurrent with the payment of any consideration payable pursuant to this purchase order/scheduling agreement, unless Buyer qualifies for an exemption from any such applicable Taxes, in which case Buyer shall, in lieu of payment of such applicable Taxes to Vendor, deliver to Vendor such certificates, elections, or other documentation required by law or the administration thereof to substantiate and effect the exemption claimed by Buyer.

# 24. DUTY DRAWBACK

Upon Buyer's request, Vendor shall cooperate with Buyer in obtaining any duty drawback payable to Buyer in connection with the export by Buyer of Supplies imported into the Pakistan by Vendor and supplied to Buyer pursuant to this purchase order/scheduling agreement or which incorporate, or are manufactured using, such imported Supplies. Vendor shall provide Buyer with any information with respect to such imported Supplies necessary to complete any duty drawback claim filed by Buyer, including but not limited to any Pakistan Customs Service entry numbers, dates of entry, quantities and description of Supplies, customs values, or rates and amounts of customs duties paid by Vendor and execute any applicable certificate of delivery or any other documents which are necessary in connection with any duty drawback claim filed by Buyer. The rights to and benefits of any duty drawback, including rights developed by substitution, rights which may be acquired from Vendor's suppliers and export credits to the extent transferable to Buyer, are the property of Buyer.

#### 25. COMPLIANCE WITH LAWS

The performance of any work pursuant to this purchase order/scheduling agreement and the manufacture, sale or delivery of Supplies hereunder are and shall be subject to and in compliance with all applicable provincial, federal or national, or municipal laws, regulations, ordinances, permits and orders, including, without limitation, all labeling, environmental, health, safety, child welfare, wage and hour, labor and other workplace laws and regulations. This purchase order/scheduling agreement is subject to applicable laws of Pakistan.

### 26. USE OF NAMES AND TRADEMARKS

Vendor shall not make any oral or written statement or perform any act indicating that Buyer endorses or approves, or has endorsed or approved Vendor or its work products. Nothing contained in this purchase order/scheduling agreement shall be construed as confering any right to use in advertising, publicity or other promotional activities any name, trade name, trademark or other designation of Buyer (including any contraction, abbreviation or simulation of any of the foregoing) without the prior written approval of Buyer.

### 27. AUDIT

Vendor shall maintain and retain complete and accurate books and records relating to the production, pricing, packaging, storage and shipment of Supplies. Vendor shall also maintain and retain any other records required to be maintained under this purchase order/scheduling agreement or required to be kept by any applicable laws. All such records shall be retained by Vendor for a period of at least three (3) years or longer if required by applicable laws. Upon reasonable notice and during normal business hours, Buyer shall have the right, at its expenses, to audit Vendor's books, records, documents, reports and other materials related to this purchase order/scheduling agreement for the sole purpose of verifying its compliance with the terms of this purchase order/scheduling agreement; provided that such audit is conducted by an independent auditor as designated by Buyer, all information disclosed to such auditor by Vendor in connection with such audit shall be held by the auditor in strict confidence and shall not be disclosed by the auditor to any third party, including Buyer, and in the event any such audit discloses any credits or payments due to Buyer under this purchase order/scheduling agreement of more than one percent (1%) of the correct amounts due to Buyer with respect to the audit period, Vendor shall reimburse Buyer for all expenses associated with such audit.

# 28. LIMITATION OF LIABILITY

IN NO EVENT SHALL BUYER BE LIABLE TO SUPPLIER, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), FAILURE OF A REMEDY TO ACCOMPLISH ITS PURPOSE OR OTHERWISE, FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DAMAGE TO ASSOCIATED EQUIPMENT, RECALL COSTS, EQUIPMENT DOWNTIME, COST OF SUBSTITUTE EQUIPMENT OR RAW MATERIALS OR CLAIMS OF SUPPLIER'S VENDORS FOR SUCH DAMAGES. BUYER'S MAXIMUM AGGREGATE LIABILITY HEREUNDER SHALL BE LIMITED TO THE AMOUNT PAID BY BUYER FOR SUPPLIES PURCHASED HEREUNDER.

#### 29. FORCE MAJEURE

Strikes, riots, wars, insurrections, civil commotions, embargoes, port congestion, actions by any government, fires, accidents, explosions, floods or other similar events or causes beyond Buyer's control which shall affect Buyer's ability to receive and/or use the Supplies covered hereby shall constitute valid grounds for suspension by Buyer of shipment of Supplies covered hereby without penalty or liability, upon providing written notification to Vendor.

# 30. DELEGATION; ASSIGNMENT

Vendor shall not delegate or assign (by operation of law or otherwise) any duties or claims under this purchase order/scheduling agreement without Buyer's prior written consent. Any such delegation or assignment attempted without the previous written consent of Buyer shall effect, at Buyer's option, a cancellation of all of Buyer's obligations hereunder.

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All notices that either party is required to, or may, serve upon the other party shall be in writing and may be served personally, or by depositing the same in the mail, first class postage prepaid, certified and return receipt requested, express mail, or via facsimile transmission addressed as shown on the face of this purchase order/scheduling agreement.

#### 32. REMEDIES

No remedy provided for herein shall be deemed exclusive of any other remedy allowed by law or equity.

#### 33. INDEPENDENT CONTRACTORS

In the performance of this purchase order/scheduling agreement, the parties are engaged in independent business, and this purchase order/scheduling agreement shall not be deemed to (a) make either party a partner, joint venturer, agent or other representative of the other party or (b) grant either party any right of authority to assume or create any obligation in the name or on behalf of the other party or to accept legal summons or legal process for the other party.

## 34. ENTIRE AGREEMENT

This purchase order/scheduling agreement includes the terms and conditions on the face and reverse side hereof (and any additional terms and conditions attached hereto by Buyer). Except when issued pursuant to an existing written contract between Vendor and Buyer, this purchase order/scheduling agreement supersedes all previous and contemporaneous communications and understandings, whether oral or written, and constitutes the sole and entire agreement between the Parties pertaining to the subject matter hereof.

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35.

By signing this Agreement, Vendor acknowledge that the Vendor is aware that anti-bribery and anti-corruption laws in Pakistan and or around the world that generally prohibit bribery of governmental officials and among private commercial parties, including the giving or receiving of bribes in connection with conducting business. More specifically, these laws prohibit people and organizations, or those acting on their behalf, from, (i) paying or offering to pay money or anything of value, directly or indirectly, to (a) a government official to influence that official to secure an improper advantage or obtain or retain business, or (b) any private person or organization to induce any person to improperly perform a function or activity in connection with a business or organization, a person's employment, or a public function; (ii) requesting, agreeing to receive, or accepting a financial or other advantage in exchange for improper performance of a function or activity in connection with a business or organization, a person's employment, or a public function. You'Vendors have not undertaken and will not undertake any action that would cause You'Vendors or Buyer to be in violation of any anti-bribery laws, nor have they been accused of conduct that would violate any anti-bribery laws. You'Vendors understand that it is Your/Vendor's responsibility to ensure that Your/Vendor's employees and representatives understand and comply with anti-bribery and anti-corruption laws may cause Buyer to terminate the business relationship with you at Your/Vendor's sole risk as to cost and consequences.

# 36. DEFINITIONS

The term "Buyer" means Century Paper & Board Mills Limited, any of its affiliates or its duly authorized representative. The term "Supplies" means goods and/or services designated on the face hereof (including without limitation raw materials, components, assemblies, technical data, equipment, materials, tooling, drawings, services or any other item) to be provided hereunder to Buyer by the supplier designated on the face hereof ("Vendor").

# 37. MISCELLANEOUS

The validity, interpretation and performance of this agreement and any dispute connected herewith shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan and the competent courts of Karachi will have exclusive jurisdiction. Except as otherwise provided herein, no modification, deletion, addition or waiver of the terms of this purchase order/scheduling agreement shall be binding on either party unless made in writing and signed by a duly authorized representative of each party. Neither party shall be deemed to have waived any of its rights hereunder unless such waiver is in writing. No such waiver, unless expressly stated therein, shall be effective as to any delivery or other transaction which occurs subsequent to the date of the waiver, nor as to any continuance of a default after such date.

# CENTURY PAPER AND BOARD MILLS LIMITED DELIVERY INSTRUCTIONS

SHIPPERS MANIFEST A SHIPPERS MANIFEST IS PROVIDED FOR EACH LOAD AND MUST ACCOMPANY EACH SHIPMENT.

CERTIFICATES OF ANALYSIS MUST BE PROVIDED FOR EACH MATERIAL AND MUST INCLUDE MANUFACTURER NAME, ADDRESS

OF MANUFACTURING PLANT, LOT NUMBER, NAME OF CHEMICAL, M-NUMBER, MANUFACTURE DATE, RETEST OR EXPIRY DATE, CONTACT NAME AND NUMBER, AND SIGNATURE OF QUALITY OFFICIAL.

PRODUCT NUMBERS MUST BE NOTED ON EACH MATERIAL AND BE LISTED ON ALL SHIPPING DOCUMENTS, BILLS OF

LADING. AND INVOICES FOR BULK DELIVERIES.

PURCHASE ORDER/SCHEDULING MUST BE NOTED ON EACH MATERIAL AND BE LISTED ON ALL SHIPPING DOCUMENTS, BILLS OF LADING,

AGREEMENTNUMBER AND INVOICES FOR BULK DELIVERIES.

PACKAGING REQUIREMENTS ALL PACKAGING MUST BE IN COMPLIANCE WITH TRANSPORTATION STANDARDS.