

RAYMOND APPAREL LIMITED

JEKEGRAM, POKHRAN ROAD NO.1,THANE(WEST)-400606

Raymond APPAREL LTD.**PURCHASE ORDER****P.O. Number : 4100056685****Date : 24.05.2019**

Please quote this ref.no. in future communication.

Vendor Code : 1800048
BIDHATA TEXPORT PVT. LTD.
384-M, KALBADEVI ROAD, 5th FLOOR
KALBADEVI,

MUMBAI400002

India

E-Mail:rkpacheriwala@bidhata.com

Phone No :022-22013018

Mobile No :

Fax No :

Kind Attn :

GST No.:27AALCS6890C1ZZ

State:27 - MAHARASHTRA

Pan no : AALCS6890C

Our GST & Tax details:

GST No :27AAKCS3399H1ZS

State:27 - MAHARASHTRA

PAN NO : AAKCS3399H

ECC No.:

Range:

Div:

Commissionerate:

CIN No : U18109MH2006PLC262077

Your Offer No. :

Our REF No. :

Contact person for this PO : Mangesh Pansare

Tel No :+919833720454

Fax No :

E-mail :Mangesh.Pansare@Raymond.in

Currency : INR

Incoterms : Ex Works EX WORKS

We are pleased to place our Purchase Order for the following items as per terms and conditions given below.

Sr.	Material Code & Description	UOM	Brand	Season	Qty	Rate	Amt
10	RMSA09672-WT L & T FULL SLEEVE SHIRT	EA	88	S19	170	328.00	55,760.00

HSN Code : 62059090

Schedule Delv Date Qty

25.06.2019 120 each

25.06.2019 30 each

25.06.2019 20 each

MH INPUT GST ON GOODS 2.5 % SGST & 2.5% CGST = 2788.00

20	RMSB09673-WT L&T HALF SLEEVE SHIRT	EA	88	S19	120	304.00	36,480.00
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HSN Code : 62059090

Schedule Delv Date Qty

25.06.2019 50 each

25.06.2019 50 each

25.06.2019 10 each

25.06.2019 10 each

MH INPUT GST ON GOODS 2.5 % SGST & 2.5% CGST = 1824.00

Gross Value : 92,240.00

MH INPUT GST ON GOODS 2.5 % SGST & 2.5% CGST : 4,612.00

Total Order Value**Indian Rupee**

₹

96,852.00

Total Order Value (in words) :RUPEES NINETY SIX THOUSAND EIGHT HUNDRED FIFTY TWO AND ONLY.

Terms Of Delivery**Delivery Address for Serial Number : 10,20**

RAYMOND APPAREL LIMITED-Saidhara

**Registered Office :** Jekegram, Pokhran Road No. 1, Thane - 400606 Maharastra

Tel. : 022-40367000 Fax : 022-40368111

Website : www.raymond.in

WAREHOUSE
BIDHAATA TEXPORT PVT LTD
PLOT NOF-1/1 & F1/2,MIDC
BADLAPUR
421503 BADLAPUR-THANE
INDIA

Payment Terms

45 DAYS FROM DATE OF RECEIPT

For RAYMOND APPAREL LIMITED

Authorized Signatory.

This is system generated purchase order hence no signature required.

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For RAYMOND APPAREL LIMITED

Authorized Signatory.

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Excise, Tax, Insurance details of delivery plants**Purchase Order Terms:**

1. Every fabric dispatch must be accompanied by a "QC certificate" of the manufacturer, which confirms to the quality norms & specifications detailed in the PO or otherwise communicated. RAL reserves the right to reject any Fabric consignment not accompanied by the "QC certificate".
2. All Fabrics received by RAL would be independently tested at the RAL laboratory as per RAL standards, and the Fabric would be accepted or rejected, based on the results detailed in the RAL test report.
3. If the Fabric supplied is found to be defective, after washing the Garment at the factory, the Fabric would be termed as "rejected" and the procedure for dealing with rejected Fabrics would be followed.
4. RAL shall be liable to pay only for such quantities of the Fabric, which has been approved and accepted after deducting all extra freight, and other extra charges, incurred (over and above what is agreed between RAL and the vendor) on the compliance of this order in full and after replacement of rejections & shortages and removal of rejected material.
5. RAL is not liable to pay for any Fabric, which is classified as "rejected". The supplier should take possession of the rejected fabric, from any of RAL factories or Convertor locations, at his own cost, within 7 working days after receiving intimation of the rejection, beyond which RAL would not be responsible for the safe keeping of the Fabric.
6. The vendor should strictly adhere to the Lot sizes and delivery schedules detailed in the PO. Delivery should be made in complete shade assortment in one Lot only. RAL reserves the right to impose any penalty, which it deems fit, for noncompliance with the delivery schedules.
7. The Fabric should have the same "Quality & Shade" reference numbers as detailed in the PO.
8. For All supplies, Mills should first dispatch a 2 Meter sample of the Fabric ordered from Bulk, Quantity Delivered should not be less than /more than 5% of the order-To be Strictly adhered to.
9. All Fabric supply bills should indicate in "BOLD", the "PO number" and the Design number, against which the Fabric was supplied.
10. The Delivery address in the Excise invoice should tally with the Delivery address mentioned in the PO. Failure to do so, would result in deduction of an amount equal to the "Cenvat" amount claimable on the Fabric consumption, from the Supplier bill.
11. The Vendor shall submit Cenvatable Invoices marked with Original for buyer & Duplicate for Transporter. The Duplicate copy of invoice meant for cenvat should accompany the consignment whenever applicable. Non Receipt of the said copy will attract deduction of Cenvat amount from the payment.



12. Supplier invoices of, imported fabrics purchased locally, should have a declaration, stating that the Fabric supplied, adheres to all the guidelines detailed in the Customs Act of 1962, at the time of Import.
13. Any disputes relating to this order shall be deemed to have arisen in Mumbai and subject to adjudication by a Mumbai Court.
14. PreShipment Sample Should be sent for Q.c. Testing in all Shades.
15. The Products and its packaging shall be in accordance with the Purchaser's applicable Specifications and will be free from defects in workmanship and Products. Supplier recognizes Purchaser's right to inspect the Product periodically or randomly at the Supplier's manufacturing facility and during transit.
16. The Product when dispatched shall be accompanied by delivery Challan/Advice Note or packing slip mentioning the Purchaser's order number, full description of the items dispatched, quantity, number of Packages, etc.
17. Bills/Invoices covering the Products dispatched must be sent in duplicate to the Purchaser along with dispatch documents. The Supplier's invoice shall furnish complete detailed break up of the taxes and levies as applicable and the relevant registration numbers.
18. The Products delivered by Supplier will be inspected and tested as required by Purchaser from time to time. If Products are found to be defective in Product or workmanship, the Purchaser has the right to either cancel the Purchase Order or reject such Products and Purchaser's decision with regard to the acceptance or rejection of the Products will be final.
19. If Products are rejected, notice of such rejection will be intimated to the Supplier giving reasons for such rejection. On receipt of such intimation, the rejected Product must be removed and replaced immediately with Products of the correct specifications by the Supplier at his cost. In case of failure to remove the rejected Product within a reasonable time, the Purchaser reserves the right to dispose off the Product at the supplier's risk and no claim whatsoever thereafter will be entertained.
20. If rejection replacement/shortage are not made good within 15 days from the date of the rejected Products/intimation of shortage, Purchaser reserves the right to raise debit note and the Supplier is liable to settle the account immediately. This clause will be applicable for Products for which payments (in part or full) are already made by Purchaser.
21. In case of failure to supply the Products as per delivery schedule stipulated in the purchase order, the Purchaser reserves the right to cancel the purchase order and seek compensation for loss of sales.
22. In the event of cancellation of the Purchase Order stipulated under clause 4 and 7 hereinabove, Purchaser reserves the right to procure the Products from elsewhere without prejudice to Purchaser's right to seek damages or any other relief under law.
23. Purchaser reserves the right to set off against the Supplier's invoices any amount owed to Purchaser by the Supplier for whatever reason.
24. In the event any advance amount is paid to the Supplier on account of the Products to be supplied under this Purchase Order and the same are not delivered as per schedule, Purchaser is entitled to refund of the advance amount with interest at 18% from the date of the payment of the advance till date of refund of the same. Purchaser shall also be entitled to exercise lien on products supplied by the Supplier towards the refund of the advance amount.
25. The Supplier shall maintain confidentiality and use all information received in confidence from the Purchaser only for the purposes of this Purchase Order and confirms that the same are business secrets belonging to the Purchaser and upon demand by the Purchaser return such confidential information and Products and all copies thereof. This clause shall survive termination of this arrangement for whatever reason.
26. The affixing/ use of Purchaser's Name and Mark on the Products if required by Purchaser shall be as per Purchaser's specification. Supplier shall not make any alterations or modifications to the Name and Mark in any manner whatsoever without Purchaser's prior written concurrence. Purchaser has a right to inspect samples of the Products to verify whether the use of the Trademark is in conformity with Purchaser's specifications/directions.
27. Supplier acknowledges that Purchaser is the owner of all rights in the Trademark and Purchaser has the exclusive right to use the Trademark, or any similar name or trademark. Supplier will not use the Trademark or any similar name or trademark or any other trade name or trademark belonging to Purchaser on or in connection with any Product other than Products sold to Purchaser under this Purchase Order.
28. Upon termination of this Agreement for any cause, Supplier will immediately cease any and all use of the Purchaser's Name and Mark.
29. The Supplier shall indemnify and keep indemnified the Purchaser against any and all liabilities, damages, claims and expenses by a third party relating to the breach of any term or condition contained in the Purchase Order.
30. The Supplier shall comply with all statutory requirements and at its own cost obtain licenses, registrations, permissions etc. from statutory or non statutory authorities and submit such returns, papers or documents to any government or local authority as may be required by law to be obtained or submitted.
31. Supplier shall when called upon to do so return to the Purchaser any dyes, patterns, printing blocks made available to or made by the Supplier and used to reproduce the trademark on the Product.



32. Any dispute, controversy or claim arising out of this Purchase Order shall be resolved, subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 as may be amended from time to time or its re-enactment. The arbitration proceedings shall be in English and the venue of the arbitration shall be in Mumbai. The award of the Arbitrator shall be final and binding on the parties.

33. These terms and conditions and any contract including them shall be governed by and construed in accordance with the laws in India and subject to the above, wherever judicial intervention is possible, both parties submit to the non-exclusive jurisdiction of the Courts in Mumbai.

I. Change in law clause:

a. In the event of any change in tax law post signing of contract/ sharing of PO, including the introduction of GST, Raymond Apparel Ltd and supplier agree to renegotiate the contract/ purchase Price such that the net impact of GST gets factored in the price

b. The Supplier shall be under an obligation to pass on the benefit of decreased cost arising on account of any change in law, to Raymond Apparel Ltd and provide information as required by Raymond Apparel Ltd to substantiate the same

II. Standard tax clauses:

a. Vendor declares to raise the prescribed documentation, with prescribed details and upload returns within prescribed time to enable the Raymond Apparel Ltd to avail credit of GST paid

b. It may please be noted that if there is any default on your part, Raymond Apparel Ltd will not be in a position to avail GST credit. In such case, the vendor at his own cost and effort will get the short coming rectified in the subsequent return

c. In case of default in payment of tax and submission of monthly returns on your part, Raymond Apparel Ltd reserves the right to withhold payment till the non-compliance is made good

d. Further in case of repeated defaults, the contractual terms shall give Raymond Apparel Ltd discretionary power to suspend/cancel the contract

e. The PO shall stand to be void, if at any point of time you are found to be a 'black listed dealer' as per GSTN rating system

f. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Note) shall be made before September of the succeeding FY by the vendor. In case of default undertaken by Vendor then the following options would be considered for protecting the interest of Company:

o With-holding tax portion payable to vendor. Release tax portion on obtaining Self declaration or upon confirmation of GST appearing on the Company GST portal

o Adjust tax amount defaulted or interest portion against future payments or recover default amount from the Vendor

o Execute bank guarantee which could be en-cashed in case of defaults.

III. Specific penal clauses which Raymond Apparel Ltd may invoke

Default amount is subsequently recovered from the party

a. In case, the short coming is not rectified by the Vendor and the Raymond Apparel Ltd ends up in reversal of credits and/or payment along with interest, the Raymond Apparel Ltd holds the right to deduct amount of loss incurred by Raymond Apparel Ltd (including but not limited to tax loss, interest and penalty) from any payments due to the Vendor.

b. In a situation where there is no payment due by Raymond Apparel Ltd then the vendor will make 'good' the loss suffered by Raymond Apparel Ltd

Retention of Tax Amount



- a. Raymond Apparel Ltd can ask the vendor that the invoice will be processed for payment in two batches
- (i) Base Invoice Amount (ii) Tax Amount
- b. Tax Amount will be paid only after Supplier provides sufficient proof/self-declaration that the GST amount charged in invoice is declared in its GSTR-1 and GSTR-3 and payment of taxes has been made

Vendor to execute bank guarantee

- c. The Vendor shall execute a bank guarantee at the time of entering P.O. to make good the loss suffered by the Raymond Apparel Ltd in case of any default which results in reversal of credit or payment of taxes.
- d. In case, the short coming is not rectified by the Vendor and the Raymond Apparel Ltd ends up in reversal of credits and/or payment and/or interest, then the bank guarantee executed by the vendor would be cashed without prior intimation the loss suffered by the Raymond Apparel Ltd on account of default by the Vendor
- e. Subsequently, an intimation would be made to Vendor regarding the said process along with necessary details

IV. Anti-profiteering

- a. Any tax benefit arising out of the implementation of GST is mandatorily required to be passed on to us by you
- b. Similarly, the benefits enjoyed by your Vendor and other players in the supply chain are also required to be passed on to you by them
- c. All the benefits i.e., direct and indirect benefits that accrues to you, shall be passed on to us by way of price reductions. Accordingly, you are expected to pass on any direct or indirect benefits arising thereon.

