

Kirloskar Pneumatic Company Limited

A Kirloskar Group Company

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PO NUM : 2112500342 PO DATE : 30-JUN-2024 PO STATUS : APPROVED
 REVN NO / DT : 1/11-JUL-24 BUYER NAME : PAWAR, Mr. VIKAS NARAYAN
 OUR GSTIN NO : 27AAACK2479C1ZP iSUPPLIER : No

VENDOR : ESDS SOFTWARE SOLUTION LTD. [1V109085]
 GSTIN NO : 27AABCE4981A1ZV
 ADDRESS : PLOT NO B-24 / 25,NICE INDUSTRIAL AREA
 SATPUR, MIDC,
 NASHIK-422007,MAHARASHTRA,India
 SHIP TO : Kirloskar Pneumatic Co. Ltd.,Hadapsar Industrial Estate,,Hadapsar,,Pune-411 013,India
 BILL TO : Kirloskar Pneumatic Co. Ltd.,Hadapsar Industrial Estate,,Hadapsar,,Pune-411 013,India

PAYMENT TERMS : Open Credit 30 Days
 PRICE BASIS :
 INSPECTION AGENCY : Not Applicable INSPECTION STAGE : Not Applicable
 RFA NO : Not Applicable CURRENCY : INR
 FREIGHT TERMS : Not Applicable RFA DATE :
 LD APPLICABLE : NO FREIGHT CARRIER : Not Applicable

NO	ITEM DESCRIPTION	REVISION	UOM	QTY	UNIT RATE	TAX NAME	RATE	TAX_AMT
1	N90.00.000.267.04	00	NUMBER	1	35000	CGST	9	3150
	IT Service Charges - Installation, Implementation, Migration & Support					SGST	9	3150
						CESS	0	0
HSN/SAC CODE : 9987								
PROJECT NO	DELIVERY DATE			SHIP QTY		LINE VALUE		TAX VALUE
						35000		6300

TOTAL PO AMOUNT : 41300
 AMOUNT IN WORD : Forty One Thousand Three Hundred Only
 DOCUMENTS / REPORTS REQUIRED FROM SUPPLIER : NA
 NOTE TO SUPPLIER : One-time Remote installation, Implementation cost + 2 days Training

*Note - Delivery date means the date on which material should reach to respective location of Kirloskar Pneumatic Company Limited.

Format No.-F/COM/PUR/06; Rev:00; Date 01-06-23

AUTHORISED SIGNATURE

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**KPCL PURCHASE ORDER
GENERAL TERMS AND CONDITIONS**

1. Acceptance of Terms

You agree to be bound by and to comply with all terms set forth herein and in the purchase/Job/Service order, to which these terms are attached and are expressly incorporated by reference (collectively, the "Order"), including any amendments, supplements, specifications and other documents referred to in this Order. Acknowledgement of this Order, including without limitation by beginning performance of the work called for by this Order, shall be deemed acceptance of this Order. The terms set forth in this Order take precedence over any alternative terms in any other document connected with this transaction unless such alternative terms are set forth on the face of the Order to which these terms are attached. The terms in this Order shall also apply if the Buyer/Kirloskar Pneumatic Company Limited (KPCL)/the Company(We) receives and accepts Seller's/Supplier's (You) goods even if delivered under Seller's contradictory terms. ANY ATTEMPTED ACKNOWLEDGMENT OF THIS ORDER CONTAINING TERMS INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF THIS ORDER IS NOT BINDING UNLESS SPECIFICALLY ACCEPTED BY BUYER IN WRITING.

In case of Supplier fall under the category of SSI, it is an obligation on the supplier to inform the Buyer in advance in writing that it falls under the category of SSI along with the certified true copy of its Registration Certificate as SSI unit. If the supplier fails to do so, the Supplier fails to do so the Supplier agrees that it shall be presumed that the Supplier shall not be considered anytime as SSI for this contract.

2. Right of Cancellation, variation etc.

In the event of progress being poor or deficiency in quality of goods and services, Buyer reserves the right to cancel the order at any time at its own discretion and difference in cost would be recovered from Seller/Supplier.

3. Delivery and extension with penalty clause

Time will be the essence of delivery. If Seller fails to deliver the goods /services in time or fails to adhere the delivery schedule as prescribed in the Purchase Order, the order shall be liable for cancellation at Buyer's option. Extension of time after the due date of completion of the order may be granted upon Seller's request in writing at Buyer's discretion provided always in such case the Seller/Supplier shall be liable to pay Liquidated Damages at the rate of 1% per day of the total value of the work provided further that such extension will always be without prejudice to Buyer's all other rights under the contract.

4. Forfeiture of Deposits & Risk Purchase

In case the goods/services are not supplied even after 4 weeks from the contractual delivery, Buyer reserves the right to cancel the order and forfeit the amount of deposit, if any, and/or procure the goods/services from alternative sources at Seller/Supplier cost and difference in cost would be recovered from Seller/Supplier.

5. Goods: Quantity & Quality

- The suppliers effected in purchase of this purchase/job order must confirm to all applications and details laid down in this order and also to sample already approved, if any. It must also be suitable for the purpose for which required.
- Quantities supplied in excess of the quantities ordered or in excess of the quantities of the respective scheduled deliveries or against the cancelled orders or the quantities supplied which are rejected for any other reasons will not be paid for quantities not accepted or rejected will lie at our works at risk of supplier who shall arrange to remove the same at his cost.
- Mere acknowledgement of receipt of the goods on delivery shall be itself constitute acceptance of the goods without inspection. Goods received by Buyer on delivery shall always be subject to our right of subsequent rejection on inspection at our works in due course.
- In no case price will be paid more than what is mentioned in the order. Prices charged in excess of current catalogue price of price lists will be liable to the reduced making them at par with catalogue prices or price lists. High prices obtained on any mis-representations will also be liable to be reduced and subject to appropriate action as deemed fit.
- No advance will be payable against any order unless in exceptional circumstances specially agreed to. Whenever any such advance will be arranged to be paid or paid same shall be used by the supplier specifically only for the purpose of this order and in that extent, all material purchased in or in process will bear a change in our favour and will be without any other encumbrance what so ever. Advance if agreed to be so paid against purchase of raw materials or components will be paid only on production of supporting invoices evidencing such purchase.
- Unless otherwise agreed to all payments in respect of materials supplied will become due on the expiry of 90 days from the date of receipt of goods at our works and will be payable at Pune.
- Documents, if any, will not be routed through bank without our prior written permission.
- A periodical statement of account, preferably monthly shall be sent to us to enable prompt payments of bill giving the following details.
 - Bill No date & amount.
 - Our Purchase Order No. & date.
 - Delivery Challan No and Date/RR or PWB No. and date
 - Our GRR No and Date under which items were accepted

6. Packing, Freight & Insurance

Seller/Supplier shall ensure that all goods will be properly and securely packed before despatch. Packing and forwarding charges are included in basic price. Material shall be packed suitable to with stand handling during loading, transportation & Storage. Saddle supports for equipment's to be provided where ever required to avoid transit damage. Seller/Supplier shall also ensure that all packing must be identifiably marked to show that the goods have come from him/them. In the absence of such marking when there is a rejection of sample, the question of identity of sample will not be allowed to be disputed. Supplier shall make proper declaration of goods and take out insurance to cover the transit risk, if any as advised unless the delivery is agreed to be taken at the place of the supplier. Unless otherwise agreed, the goods despatched by Road/Rail/Air shall be insured by the supplier and the insurance Charges shall be borne by the supplier. Similarly unless the delivery is agreed to be taken at the place of the supplier, the freight charges will be borne by the supplier.

7. Despatch Instruction & Demurrage

- All goods despatched by the road transport shall be for door delivery, ex- our works at Hadapsar Industrial Estate, Pune 411013 or Saswad, Taluka Purandar, District Pune or Thermal Power Station Road, Nashik Road, Nashik or any other location confirmed by the Company. Priced Invoice and Delivery Challan shall be sent with Transporter.
- For all goods despatched by passenger/goods train, RR/PWB should be immediately despatched to us under a covering letter by registered post quoting our Purchase Order No., Date, item and quantity despatched, Goods will be booked to Pune Railway Station where despatched by rails is indicated.
- Invoices and Price Challan in triplicate showing Purchase Order No and Date or Code No. and Drawing No should be despatched as under
 - Two copies with RR/PWB or GC Note.
 - One copy to be packed with the material.
- All consignments shall be forwarded by the route indicated, if any. In the case of deviations extra freight paid will be recovered from the supplier.

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e) If the Buyer suffered a loss at any time due to delay in despatch, or receipt of documents, the goods remain uncleared resulting in demurrage or any other what so ever the same shall be recovered from the supplier.

8. Inspection

a) All goods supplied shall be subject to inspection at our works and mere acknowledgements of receipt of goods on delivery shall not by itself mean goods are accepted. We reserve an absolute right of rejecting the goods at any stage of use directly as in the process of production; Inspection shall be done by batch samples or complete at our discretion. Suppliers must in their own interest, mark the goods and the packing in an identifiable manner and indicate the same in the delivery challan so that the event of rejection of goods supplied, the question of identity of goods will not be disputed and the goods rejected or inspected shall be separately stocked and in the absence of any such identifiable mark the question of their identity will not be allowed to be raised (Supplier if he so desires may remain present for inspection of goods when done). Intimation will be given to the supplier in writing if the goods rejected who will upon receipt of such intimation forth with arrange to collect the goods from the works of the company or advice for the despatch and return the same at his risk and cost. Rejected goods not so collected by the supplier shall be at our works entirely at risk of the supplier. No payments will be made for the rejected goods and if any payments are already made the same shall become recoverable. Supplier will be entirely responsible replacement of the quantity rejected of the goods provided such replacement is made either within the period for supply of the goods under this order or within such period as may be agreed to in writing by the company.

b) In case of rejection of inspection of job order, with our material/materials of the supplier, no payment will be made for the unworkable rejected items. If such job work is done with materials supplied by the company in that case rejection allowance will be permissible to the extent of 3% of the material where so possible to count, failing which in all other cases it will be allowed only to the extent of 30% of the value of the item so rejected. All unworkable rejections will be scrapped at our works and the inspection report of the inspection authority will be final and binding on the supplier.

9. Arbitration

In the event of any disputes or differences whatsoever arising between the parties out of or relating to this Agreement shall be settled by the sole Arbitrator appointed by the Managing Director of Kirloskar Pneumatic Company Limited in accordance with the Arbitration and Conciliation Act, 1996 and the award given in pursuance thereof shall be binding on both the parties. The venue of such Arbitration proceedings shall be at Pune. The Arbitration proceedings shall be conducted in English.

10. Jurisdiction

In case of dispute arising from this Purchase Order, courts in Pune will have exclusive jurisdiction. General instruction regarding Receipt Section:

1. Our Receipt Section at Hadapsar, Pune is open from 8.30 A.M. to 2 P.M. & weekly off on Sunday. Our Receipt Section at Saswad is open from 8 A.M. to 4 P.M. & weekly off on Thursday. Our Receipt Section at Nashik is open from 9 A.M. to 3 P.M. & weekly off on Saturday.

2. For goods received after working hours no detention charges will be paid.

3. Ensure that GRR No. is given on your Challan of every material supplied in our premises after making gate entry in the register kept at the main gate. Bill passing is linked with GRR and no bill will be passed unless GRR is made. To ensure speedy preparation of GRR please mention following things on your Delivery Challan.

(i) P.O./J.O No Complete with date.

(ii) Code No of the Item as mentioned in our P.O./J.O.

(iii) In case of rejection, replacements please quote previous GRR No. & date and our delivery note No on which material was rejected and sent back to you.

4. Job Order.

(i) KPC Delivery Note No. should be mentioned on your challan.

(ii) KPC returns challan & Excise Challan, wherever applicable should be enclosed with your challan.

(iii) Material sent for processing should be returned before expiry date for excisable items within 90 days for other items, Material cost along with other expenses that may occur will be recovered from you for the material not received within this period.

5. Any payment by the Company at actual should be supported by proper documents.

6. In case of supply against job order.

(a) Challan should mention KPC Delivery Note No. and copy of Delivery Note. Excise Challan to be enclosed.

(b) It will be your responsibility to return the material irrespective of order terms after 60 days.

7. Your challan should mention correct PO/JO No., & Item Code No.

11. Environments, Health and Safety ("EHS") this clause shall be applicable to Suppliers/sub-Contractors who is supplying the Material, performing the Support services for KPCL.

The Supplier/Sub contractor shall:

(a) Follow all applicable requirements of KPCL QEHS policy which is available on company website www.kirloskarpcl.com

(b) Give the highest regard to environment, Occupational health and safety requirement, Human rights & child labor law.

(c) Comply all applicable environment, Occupational health and safety laws in force from time to time.

(d) Ensure special precautions are taken for items like,

1) Chemicals

2) Petroleum products, paints & Thinners.

3) Refrigerants

4) Oils & Lubricants

5) Heat treatment & foundry chemicals

6) Liquid Nitrogen

7) Gas Cylinders Supplier shall ensure that supplies are accompanied with material safety data sheet (MSDS), supply condition meets the applicable legal requirement, and appropriate licenses are available with supplier. In such cases, the specific handling instructions are suitably communicated to transporter.

Specific Requirements for contractors providing support service in addition to EHS requirement mentioned above.

1) Ensure that a system of safety work permit is followed and the requirements contained therein are fulfilled.

2) Ensure that necessary Personal Protective Equipment ("PPE") is provided and used appropriately including without limitation safety Shoes, helmets, eye and hearing protection together with safety equipment.

3) Ensure all PPE complies with Indian (IS) standards and KPCL EHS requirements.

4) The supplier shall ensure that the Personnel make use of the personal safety equipment and that such equipment is maintained in good working order at all times.

5) Ensure that traffic rules are followed every vehicle should have Registration certificate, PUC and Insurance and the driver has valid license.

6) Display necessary safety signage and barricades at the workplace.