

**EXCEL INDUSTRIES LIMITED**

Page 1 Of 4

PURCHASE ORDER - STANDARD

Operating Unit : MUMBAI
Supp.no : 5842
Order No. 12012911 **Date :** 10-09-2024
Rev.. 0 **Date :**
P.R.No. 11014289 **Date :** 29-08-2024

Ship To Address :
184-87, Swami Vivekanand Road, Jogeshwari (W),
Mumbai,400102, MAHARASHTRA,INDIA
Tel.No.: 022-66464200
Fax.No.: 022-26783657
Email: excelmumbai@excelind.com

Supplier name & Address :
ESDS SOFTWARE SOLUTION LIMITED
ESDS Software Solution Ltd. Plot No. B- 24 and 25
NICE Industrial Area, Satpur MIDC
Satpur MIDC
Nashik 422 007 Maharashtra
Phone:() Fax:()
GSTIN Number :

Bill To Address :
184-87, Swami Vivekanand Road, Jogeshwari (W)
Mumbai,400102, MAHARASHTRA,INDIA
Tel.No.: 022-66464200
Fax.No.: 022-26783657
Email.: excelmumbai@excelind.com

Excel GSTIN Number: 27AAACE2488F1ZO

Supplier Ref : Qtn dtd. 12.08.2024 apvd by P.Bhurke

Please Supply the following :

No.	Code & Description	HSN/SAC Code	QTY	UOM	Curr.	Rate	Amount
1	150241	998315	1.00	NOS	INR	302500.000	302500.00
	20 MBPS P2P LINK FROM SIFY DC (AIROLI) TO ESDS					CGST 9%	27225.00
	NASHIK ANNUAL RECURRING CHARGES FOR THE					SGST 9%	27225.00
	PERIOD 01-08-2024 TO 31-07-2025						
	ONE TIME COST NOT APPLICABLE						
	PAYMENT : QUARTERLY						
	LINK CAN BE TERMINATED WITH 90 DAYS NOTICE						

Schedule Of Supply 1 1.00

Amount in words : Three Lakh Fifty Six Thousand Nine Hundred Fifty Only

CGST Total : 27225.00
SGST Total : 27225.00
Grand Total : 356950.00

Payment Terms : QUATERLY BILLING
Payment Mode : Electronic
Freight Terms :
Transporter :
FOB :
Supplier Note :

Requestor : Varpe, Mr. Deepak

Business Unit : OTHERS **PO Type :** Domestic

This purchase order is system generated & electronically authorized. Hence no signature is required.

For Excel Industries Limited

24092024 P.S JOSHI P.S JOSHI

S BALAJI
GENERAL MANAGER - S.C.M.

A.G. JAWDEKAR
CHIEF MANAGER-SCM.

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Unless & Otherwise Stated in the Purchase Order (P.O) following Terms & Conditions will be applicable
TERMS AND CONDITIONS

- 1. Definition:** Excel Industries Ltd; are herein after termed as "the Buyer". The Person, firm or company supplying the goods and or services, the subject of this contract is herein after termed "the Seller". The goods/services, subject to this order/contract are hereinafter referred to as "the goods"/ "services".
- 2. Quality:** It is a condition of the order/contract (in addition to all the conditions and warranties implied by law) that the said goods/services shall conform to the description and specifications herein provided, shall be of good material and workmanship, merchantable, adopted for the purpose intended and free from defects. The goods will be subject to the Buyer's inspection (Quality Assurance/User department) and approval. The buyer shall be free to reject goods which do not adhere to quality or specifications. Further the Seller warrants that the use or sale by the buyer of goods specified herein will not subject the buyer to charges of infringement of patent's registered design, trade-mark or trade-name and further agrees to hold the buyer harmless for any or all result of such charges. In case of service contract/services the representative appointed by the seller/service provider should be competent to perform the job as per the scope of service contract failing which will attract penalty.
- 3. Quantity:** The numbers, weights and/or measurement etc., ascertained by Buyer's premises will only be taken as correct. If the goods delivered by the Seller are not of stipulated quantity, weight and/or measurement, the Buyer shall have the right to reject them. Goods to be shipped in such form that the total freight charges whether based on cubic measurement by weight will be minimum, having in mind that the delivery in first class condition is of prime importance. If there is any discrepancy between the number, dimensions, volume and/or weight of the goods as ordered by the buyer, the Supplier shall bring such discrepancy to the notice of the buyer before executing the order. Any supply made in excess of the quantity may be accepted or rejected by the buyer. If rejected, such excess will be returned to supplier at their cost and risk.
- 4. Price:** The price herein specified unless otherwise expressly stated is the total price which shall be deemed to include all Central, State and other Municipal or local taxes, duties, levies or imports which either of the parties hereto may be statutorily liable to pay and is also inclusive of all charges for packing, loading and transportation to place of delivery. Price quoted by Seller and accepted by the Buyer is final and no deviations there from will be accepted without the Buyer's specific agreement in writing.
- 5. Packing:** Goods must be properly labelled/marked as per applicable rules & regulation, securely packed to withstand normal hazards in transit upto destination. Prices mentioned are inclusive of packing charges unless otherwise specifically mentioned in the order. All the packages of raw material must clearly show gross weight, tare weight and net weight on them. When required by the buyer, the Seller marks the goods in accordance with the instruction of the Buyer. Seller will be responsible for any breakage, damage & pilferage during transit due to faulty packing.
- 6. Weighment:** Weighment at the point of unloading as determined by buyer, shall be deemed final and payment for supplies shall be made as per such weighment. Buyer tolerance policy will be applicable during receipt of good.
- 7. Cancellation/Alteration/Amendment:** The company reserves the right to cancel the PO/Contract wholly or in part at any time before its execution with prior notice to seller. Where installment delivery is indicated, the company reserves the right to alter the delivery schedule/installment delivery quantity by giving 7 days' notice of such change. It is clearly understood that such alteration will be acceptable to supplier.
- 8. Delivery:** This shall be deemed to be the essence of the contract. The Buyer therefore reserves the right to cancel the order or refuse to accept the goods which are not delivered within the delivery time stipulated. Where no delivery period is expressly stated, it shall be construed as seven (7) days from the dates of placing this order. Delay in deliveries will attract penalty as stated in penalty clause. Material should be delivered on working days between 8.00 am to 3.00 pm.
- 9. Documents:** All documents related to the order/supplies/services should be compliant as per government rules and regulation prescribed from time to time by authorities. All documents should clearly give reference to our P.O/W.O/ARC number and date. Any wharfage or demurrage incurred due to late arrival of Railway/Lorry Receipt will be to Seller's account and will be deducted from their Bill.
- 10. Insurance:** The goods are to be insured for transit risk unless otherwise advised. If Insurance is in buyer Scope, immediately as the goods are dispatched, we must have your written advice regarding either R.R/or L.R.No., date of dispatch, number of packages and approximate value to cover the insurance against our Open Cover arrangements.
- 11. Payment Terms:** Terms of payments, unless, otherwise stated in writing, will be processed as per agreed credit term. The Buyer reserves the right to set off any sums due under this order/contract against sums due from the Seller either to their buyer or to any of their subsidiary or associated company under or in respect of any other order/contract between the seller and any of such parties including associated government



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levies.

12. Rejected Goods: Seller is expected to take back rejected goods at his risk and cost from the Buyer's premises within 15 days of intimation to the Seller regarding such rejection. Buyer will not be held responsible for any loss or damage to such rejected material. The Company shall be at liberty to dispose of such rejected goods in such manner it may feel appropriate in the event seller fails to remove the rejected goods within 15 days. All expenses incurred by the Buyer for such disposal shall be to the account of the Seller and adjusted against sellers pending payments. For SEZ units, any custom duty & IGST as applicable will be charged to the supplier.

13. Guarantee / Warranty: Unless otherwise specifically mentioned, the goods (Raw material - Chemicals & Packaging material) are guaranteed by the seller to meet the shelf life/retest date mentioned in the COA. Unless otherwise specifically mentioned, the goods (engineering goods) are guaranteed by the seller for its trouble free operation for 18 months from the dates of receipt by the Buyer or 12 months from the date of installation and commissioning whichever is earlier. During this period any defect (operation/manufacturing) is noticed, replacement / repair /service of the goods will be done by Seller free of cost.

14. Acknowledgement: Seller will acknowledge acceptance or non-acceptance of this order within 4 days from the date of issue. In the absence of any advice to the contrary within stipulated time from the seller to Buyer, it will be assumed that the order has been accepted by the seller.

15. Indemnity: Seller indemnifies and keeps indemnified the Buyer against all liabilities and responsibilities arising out of the Sellers non-compliance with the provisions of any Act/law, in respect of goods/services supplied and any person employed by him in or in connection with the work of Buyer's establishment.

16. Control Regulation: The supply dispatch and delivery of goods should be arranged by the seller in strict conformity with the statutory regulations as applicable from time to time.

17. Governing Law: The respective right, privileges, duties and obligations of the Buyer and the Seller under this purchase order shall be governed and determined by the Laws of Central/State government of buyer premises.

18. Confidentiality/Integrity/IP Rights/NDA: All patterns, drawing, sample and proofs supplied by the company shall remain property of the company and must be returned with good order and condition with goods on the completion of the order by supplier. (All specification/MOA/subplan/drawings/pattern/sample/R.C supplied by the buyer/company remain the sole & exclusive property of buyer & will not be disclosed by the seller to any other party leading infringement of our rights which will attract penal action as per laws of the land.)

19. Transportation of Hazardous good: Vehicles carrying the material (Hazardous good) should comply with all basic Safety and Statutory Norms (Personal Protective Equipment for driver, cleaner, First Aid Box, Fire extinguisher, PUC, driver license, live GPS tracking etc). Excel reserves the right to detain/return such vehicles. Valid Driver's license endorsed for carrying hazardous good should be available with driver.

20. EHS: Environment Health and Safety is top most priority for the organization. The Supplier/Service provider should abide by all relevant procedures, guidelines and statutory requirements pertaining to Environment, Health and Safety for which company subscribes for during entire process of supply chain (i.e. transportation, loading/unloading/Work within premises/out source job/job work/ any other related activity outside premises etc.) failing which, the company may take appropriate action.

21. Penalty Clause:

A) Service: Non-compliance to the service contract/AMC/any other services will attract penalty as agreed between buyer and seller/service provider.

B) Goods: Unless otherwise specified, the Buyer has the option to accept delayed delivery at their discretion (OR) at prices reduced by a sum equivalent to one percent (1%) of the value of any goods not delivered for every week of delay or part thereof limited to a maximum of 5% of the Total order value (OR). The Buyer may purchase the goods elsewhere in which event the seller pay to the buyer on demand any loss they may suffer thereby including the difference between the cost of purchasing the goods elsewhere and contract price. Unless otherwise agreed in writing, delivery shall be made by the seller free at Buyer's Place, as specified on the face order and the Seller shall be responsible for any accident ,damage or loss sustained in respect of the goods upto the time of the Buyer's taking delivery at aforesaid. This is without prejudice to any guarantee by the Seller as to the quality, suitability or performance of the goods.

C) GST/Other Taxes: If any amount of credit, refund or any other benefit is denied or delayed to us or any penal charge or interest is imposed on us due to any non-compliance by the supplier (including but not limited to the failure to upload or incorrect disclosure of details on the government tax portal/s or delay/failure to deposit tax within due dates or due to non-furnishing or furnishing of incorrect/incomplete documents by the supplier, wrong determination of nature of supply), the supplier shall be liable to reimburse the loss which accrues to us on the aforesaid account. Alternatively, we shall be entitled to withhold the payment of all the subsequent bills issued by the supplier and recover such

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loss from any outstanding payment.

22:Force Majeure / Cancellations: In case of strikes, lock outs, closure of works (whole or partial) breakdown of machinery or in the case of any other cause beyond the control of the Company, preventing or hindering the normal production, the Company shall be at liberty to cancel this order at any time before receipt of the goods without being liable to the suppliers or others.

23. Jurisdiction: All disputes with regard to this Purchase Order shall be subject to the following jurisdiction area:

- 1) Roha, Lote, Mumbai: Mumbai Court
- 2) Vishakhapatnam site: Vishakhapatnam court

Terms & Condition specific for Vishakhapatnam site (SEZ) other than mentioned above:

- 1) Taxes & Duties: NIL against exemption letter towards supplies to SEZ unit
- 2) Please mention the APSEZ LOA No.2 (9)/APSEZ/2010-11 DT. 29/07/10 & P.O. No. in all your documents.
- 3) Mention the LUT No & Date in invoice copy
- 4) Kindly mention as a note in the invoice copy "Supply meant for SEZ unit under Authorized operations without payment of IGST".