

# Purchase Order

<b>Rucha Engineers Pvt. Ltd. Shendra Unit - 4</b> C-5/9 Part-B Five Star MIDC Shendra Aurangabad 431201 27-Maharashtra India Ph No. : 02402564884 E-mail : mdoffice@ruchagroup.com		
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GST NO : 27AABCR0931M1ZB	PAN NO. : AABCR0931M
RANGE : SHENDRA RANGE-I	TAN NO : NSKR00789F
DIVISION : AURANGABAD-II	CIN NO. : U29299PN2004PTC
COMMISSIONARATE : AURANGABAD	IEC CODE : 0303056258

REPORT RUN DATE : 16/06/2018 at 12:12:04
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Kindly supply the following material as terms and conditions mentioned below

<b>TO, : SIRIUS CONTROLS PVT. LTD.</b> GF, Building-1 Begur Main Road Dodda Begur BANGALORE 560068 29-Karnataka India	<b>VENDOR CODE : 300250</b> <b>CONTACT PERSON :</b> <b>CONTACT NO :</b> <b>EMAIL : sales@siriusindia.com</b>	<b>PO NO : 440000687</b> <b>PO DATE : 16/06/2018</b> <b>REV.NO : 0</b> <b>PO REL.NO :</b> <b>REL REV.NO :</b> <b>PO AMEND :</b> <b>DATE :</b> <b>PO CATEGORY : Standard PO</b> <b>EFFECTIVE :</b> <b>DATE :</b> <b>END DATE :</b>
<b>GST NO : 29AABCS7754H1ZY</b> <b>PAN NO : AABCS7754H</b> <b>TYP OF SUP. : 70-INTER-STATE PURCHASES WITHOUT FORM</b>		

SR NO	ITEM CODE	GOODS & SERVICES DESC. / MAKE HSN/SAC CODE TAX CODE	MOD NO.	QTY	UOM	RATE - INR	DIE AMORTIZATION / RATE	AMOUNT - INR
1	R2ECA0100 7	FAST BATTERY CHARGER FC 30/24.FULL LO AD CURRENT 30 AMP OUT PUT V 12-24 TRANSFORMER BASE CHARGER. SUITABLE FOR VRLA BATTERIES.MP1 24V/30A HSN/SAC CODE - 8504 TAX CODE - XR :-AP-IGST 18% Credit (Non Cap)	0	1.00	EA	24000	0.00	24,000.00
2	R0ECA0113 9	TRACTION BATTERY CHARGER MP1 24V/40A TRANSFORMER BASE CHARGER. SUITABLE FOR VRLA BATTERIES.MP1 24V/40A HSN/SAC CODE - 8504 TAX CODE - XR :-AP-IGST 18% Credit (Non Cap)	0	1.00	EA	24800	0.00	24,800.00
3	R0ECA0112 8	BATTERY DISCHARGE INDICATOR, MODEL 803RB2448BCJ3010 24V-72V HSN/SAC CODE - 9029 TAX CODE - XR :-AP-IGST 18% Credit (Non Cap)	0	1.00	EA	3800	0.00	3,800.00

<b>Amount in Words : SIXTY THREE THOUSAND THREE HUNDRED SEVEN RUPEES ONLY</b>	<b>SubTotal</b>	<b>52,600.00</b>
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<b>Payment : 100% Against PI prior to dispatch</b> <b>Delivery : 1 WEEK FROM THE DATE PO &lt;(&gt;&amp;&lt;)&gt; PAYMENT.</b> <b>LBT : .</b> <b>Freight : PAID BY BUYER</b> <b>Ref. : .</b> <b>Price : .</b> <b>Terms of payment : 100% AGAINST PI</b> <b>Warranties : 01 YEAR FROM THE DATE OF INSTALATION IF THE INSTALATION DONE AS PER USE MANUAL ONLY.</b>	<table> <tr> <td>P &amp; F</td><td>450.00</td></tr> <tr> <td>Freight</td><td>600.00</td></tr> <tr> <td>IGST AMT</td><td>9,657.00</td></tr> <tr> <td>Total</td><td>63,307.00</td></tr> </table>	P & F	450.00	Freight	600.00	IGST AMT	9,657.00	Total	63,307.00
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<b>Penalty for breach of contract</b> <b>Guarantees</b> <b>Deadline</b>	: AS PER PO CLAUSE. : . : AS PER PO DELIVERY DATE.	
<b>Drawing and Technical Detail :</b> AS PER PO MODEL NO.		
<b>Note to Vendor :</b> .		
<b>Note to Receiver :</b> .		
<b>Terms &amp; Conditions</b>  Governing Terms:- The legal relationships between the Supplier and the Purchaser are govern by these terms. Amendments and additions must be in writing. The Suppliers general terms and conditions are Inapplicable even if not expressly rejected in a particular instance.  1) Delivery Agreements & Shipping Terms  1.1) Agreed delivery dates & conditions are binding. The Supplier must make the goods available on a timely basis, allowing the standard time for loading and shipping.  1.2) Delivery dates: Delivery dates should be followed by supplier strictly  1.3) Penalty for Delivery Delays: The above delivery date is agreed by a Penalty Clause.  If there is delay caused by you or other circumstances for completion of agreed Supplies and / or Services then a penalty of 2 % per month up to maximum 6% of net order value is required after a period of 7 days after deadline.  Further claims are unaffected of this fixed penalty clause. That means a deduction referred to this penalty does not exist for further claims.  REPL also reserves the right of rejection of the above said goods, if supplied after the agreed delivery date. We reserved the rights of penalty if material not supplies as per scheduled dates.  1.4) Delivery Terms: Ex Works .  Validity of Contract:- The agreed date for completion of work as is mentioned above in clause 1.3. However in case of delay in execution of work within stipulated time, this PO will be valid till the work gets completed.  Agreed Penalty will be applicable on the original completion date mentioned in the penalty clause.  1.5) Supplier must be provide written acceptance within a week period if not received will be treated as a accepted.  2) Payment Terms: 100% payment will be paid after Note-1 approval from REPL Quality For Component, Tools and wherever quality requirements is essential.  2.1) Bank guarantee / statement of the supplier required to release the payment For Capital/Tool Purchase  3) Confidentiality  3.1) The contracting parties agree to treat as business secrets all commercial and technical information of which they become aware by reason of their business relationships unless such information is Public Domain.  3.2) Drawings, models, jigs and templates, sample parts, or similar property may not be provided or otherwise made available to unauthorized third parties. The reproduction of such property is permissible only within the limits of business requirements and copyright law.		

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3.3) The Supplier is not entitled for use of business relationship for advertising purposes without prior written consent.

4) General Agreements:

4.1) Conflict of Interest : The Contractor warrants that at the date of entering into a Contract it does not and is not likely to have a conflict of interest (direct or indirect or through a third party)

in the performance of its obligations under the

Contract. If a conflict or risk of conflict of interest arises (without limitation, because of work undertaken for any person or otherwise) the Contractor will immediately give notice of the conflict of interest,

or the risk of it, to the Company. A conflict of interest arises without limitation when the material personal interests of the employee of the Company or any of its holding, subsidiary, associate or group company or

any other person associated with REPL Group entities are inconsistent with the responsibilities of his/her position with the Company or its respective companies/entities or the Contractor otherwise tries to exploit the information,

process, relationship, business interest by influencing the existing systems, processes, authority levels in the Company to get undue and undesired benefit or when a Contractor establishes any direct or indirect business

association with the employee or relative of the employee of the Company to gain, share any monetary or other benefit or any other situation that creates any conflict of interest with the interests of the Company.

The Contractor will take all reasonable measures to ensure that its employees, agents and sub-contractors do not engage in any activity or obtain any interest which is in conflict with providing the Contractor services to the

Company fairly and independently. The Contractor will immediately give notice in writing of any conflict of interest relating to the activities or interests and take steps that the Company reasonably requires to resolve the

conflict or deal with the risk to the Company.

Failure of the Contractor to comply with the above conflict of interest obligation, can at the sole discretion of the Company lead to the cancellation of the contract and black listing the Contractor for future business dealings

with the Company.

4.2) The supplier has to arrange & ensure the following & keep Rucha Engineers Private Limited indemnified from,

- Insurance of works

- Third party insurance

- Insurance against accident/injury to the workers

- Insurance of plant & machinery brought on the site

The Supplier shall provide the Finance & Accounting department- Rucha Engineers Private Limited with a copy following nature of works :-

-Work to be executed on Rucha Engineers Private Limited premises

-Manpower working on Rucha Engineers Private Limited premises

-Turnkey & Lump sum contracts

4.3) The supplier must observe human rights/agreement for labour work. Children should not work within this project and for Rucha Engineers Private Limited.

4.4.1) Environment Policy: Rucha Engineers Private Limited believes in Green Environment and request all its Business Associates

4.4.2) Environment Policy: If you are delivering the Goods at our premises using your own transporter, kindly ensure they are fulfilling all CMVR / EMS ( e.g. PUC Certificate, MSDS etc.) related requirements,

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else they may not be allowed to enter.

4.4.3) When you submit an offer to Rucha Engineers Private Limited or accept and complete an order, you confirm your awareness of the requirements for Sustainable Development.

4.5) Supplier is required to follow the Labour Laws as applicable & in force and should keep Rucha Engineers Private Limited Private Limited indemnified from any statutory noncompliance of laws/ regulations / provisions etc.

and in no way Rucha Engineers Private Limited would be responsible for organization & costs of the same.

4.6) The supplier is obliged to comply with the conditions, penalties in cases of theft, damage to property, traffic violations and non-compliance with safety and security, regulations and stipulated therein or any other incidence

of similar nature thereto covered under non-compliances.

4.7) The Language of Communication for the purpose of this Purchase order or its related shall be English, Hindi, Marathi.

## 5. Dies/Fixture/ Capital Category Terms

5.1 Identification on each tool is mandatory (it should contain die size, die weight, part code for which the die is being used, operation sequence, front side indication, die manufacturing date, cushion pin layout if any,

cushion above bolster, Project name).

5.2) Design data should be submitted at the time of completion of PO (soft copy + hard copy duly signed)

5.3) Tool Material - TC, Hardening report & OK part's CMM report should be attached with Invoice at time of GRN, ) Tools Try Out - In supplier (Tool Maker) scope.

5.4) Cutting and forming element should have duly hardened as per std specification, report should be submitted along with tools, defect in elements and casting like crack, blow hole, undercut will not be acceptable,

die should have clamping slot at suitable location for clamping on press, Draw tool, Form Tool should have bottoming mark on non working area.

## 6. Inspection and Performance of Services & Operations render

6.1) Unless determined otherwise by REPL, Aurangabad shall be the place of performance. Partial deliveries shall be

permissible only if expressly agreed between REPL and the Supplier; deliveries ahead of schedule shall also be subject to agreement with REPL.

6.2) REPL reserves the right to inspect the goods after the receipt of ordered goods at the specified location. If REPL ascertains deviations from an order or a bill of delivery, e.g. differences in quantity, quality shortcomings

or damage caused by transportation, it may return the consignment or accept it without losing its legal rights.

6.3) Delivery of goods shall be made in accordance with REPL instructions. You shall ensure that the delivered goods are accompanied by appropriate accompanying documents viz., packing list, bill of lading

(in case of delivery from outside India), Original invoice, a document confirming the origin of goods and any other documents as required. You shall compensate REPL for damages it incurs as a result of the absence of the above

mentioned documents.

6.4) The Supplier undertakes to perform and render all and any services, work and operations ordered through his own employees/authorized representatives employed pursuant to general legally binding regulations. Further, he

undertakes not to allow employees/workers/authorized representatives without valid documentation and permissions required to perform and provide ordered services, work and operations.

## 7. Indemnification:

7.1) You agree that you shall save, indemnify and hold the Company / Its Directors/ Officers/ employees/ operators harmless against any and all claims, losses, damages, liabilities or expenses (including attorney's fees)

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whatsoever for physical injury or death of any person and for loss or damage to any property, occurring in connection with the performance of your obligations hereunder, any breach of the terms and conditions of this

purchase order or anything else to which we may become subject due to any action taken or any failure to act on your part, or in violation of the terms hereof or the applicable laws or regulations.

### 8. Termination:

8.1) REPL shall have a right to cancel or terminate this order:

(1) If Supplier failed to work according to the Delivery dates, Quality, Terms, Environment Policy, Legal Compliances.

(1.1) If supplier rendered any false information to the REPL

(1.2) If there shall have occurred your insolvency.

(1.3) If you apply for or agree to an arrangement with your creditors or any proceeding or arrangement by which a substantial part of your assets is submitted to the control of your creditors;

(1.4) If you become or are declared by any Government Authority or any other competent authority to be insolvent or are unable or admit in writing your inability to pay your debts as they fall due or become subject to or apply for

any suspension of payment, bankruptcy, insolvency or reorganization proceedings if such termination in transfer opinion has a material poor effect on you;

(1.5) If the consent of any Government Authority, required for the validity, enforceability or legality of the terms hereof ceases to be or is not for any reason in full force and effect or such performance becomes unlawful;

(1.6) If extra-ordinary circumstances have occurred which in our sole opinion make it improbable for you to fulfill your obligations here under.

8.2) In case of cancellation or termination of this order, all the payments made to you pursuant to the terms hereof shall become immediately due and payable to us, along with liquidated and other damages, Any cancellation or

termination of this order shall not constitute a waiver by us of any obligation that by its terms shall survive such cancellation or termination or a waiver of any claim which we may have for actual damages caused by reason of,

or relieve you from liability for, any breach of the terms and conditions of this order prior to such termination or cancellation.

### 9. Force Majeure

9.1) Force majeure shall be deemed to be such circumstances arising after the contract has been executed as a Natural disaster or war supplier shall be provide in writing and submit evidence proving that the circumstances

substantially affected the execution of the supply agreed upon. The discovery of defective material, late sub deliveries or a strike shall not be deemed force majeure and therefore shall not constitute legitimate grounds for

requesting delivery term extensions

### 10. Protection of Rights

10.1) You should not use the tolls for others which was given by REPL according to the Product allotted to you.

10.2) You shall inform us of the use of all your own patents or industrial designs and the licensed use of third party patents and industrial designs on the goods delivered to us.

10.3) This shall not apply if you produced the goods according to drawing, models or other comparable descriptions or information handed over by us and you do not know, or in connection with the products which you develop do not

have to know, that it is infringing protected rights.

10.4) If so requested by us, you shall inform us of the use of unpublished or licensed protected rights and applications for protected rights in the production of the goods.

10.5) You may not use solutions and procedures which are our intellectual property for purposes other than the production of the goods for us.

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10.6) You may not apply for the registration of an invention or industrial design for any solution which is the intellectual property of us and was handed over to you with documents or which was discovered during development work

for us or during consultations with our specialists. No such solution may be recognized and remunerated as an improvement proposal. If you obtain protected rights in a manner inconsistent with the previous paragraph you shall

immediately transfer them to us.

11) Taxes:

11.1) In order to claim the credit/set off of Excise duty, Service tax, MVAT and applicable Education Cess or any other tax, duty or Cess, the Supplier has to provide appropriate invoice /document prescribed under the relevant

Central / State Government and local authority legislation. Supplier should also submit other statutory documents as applicable from time to time to be furnished to the Rucha Engineers Private Limited -

Finance & Accounting Department for taking credit.

11.2) The Supplier undertakes to provide to Rucha Engineers Private Limited the order of Indian Income Tax Authority under section 195 of the Income Tax Act, 1961 of India for determination of the appropriate withholding

tax before Rucha Engineers Private Limited makes the remittance to Supplier. The remittance will be effected after Supplier provides the said order to the Direct Tax team of Rucha Engineers Private Limited. No interest will

be payable by Rucha Engineers Private Limited to Supplier for delay in remittance on this account.

11.3) T.D.S (tax deduction at source) for "services" provided will be deducted as applicable according to the Indian Taxation Laws and Regulations. Accordingly the T.D.S Certificate will be issued by REPL Finance department.

11.4) Rucha Engineers Private Limited would deduct the amount with respect to taxes and other contributions from the payment due and payable to Supplier as applicable under any Central / State Government and local authority in

the manner and time and at the rates applicable from time to time, unless Supplier submits a specific certificate for non deduction or lower deduction of taxes/ contribution, under the applicable legislation.

11.5) If Supplier has not submitted the proper invoice for availing any tax credit and the Rucha Engineers Private Limited is not able to avail the Tax credit, then Rucha Engineers Private Limited shall effect the payment to the

Supplier after deducting the equivalent amount of the Tax credit so lost.

11.6) Any new tax (whether direct or indirect) imposed by any State or Central Government in India in connection with the arrangement with Supplier shall be the sole liability of Supplier and in case such taxes are paid by

Rucha Engineers Private Limited to the Government, they would be immediately reimbursed by Supplier.

11.7) The Supplier shall be solely responsible and liable for his wrong assumptions/omissions/consideration of all applicable taxes, duties and levies in the Contract price including on account of non compliance with any statutory

procedure for claiming the tax exemption, concession if any. In addition to above, taxes, duties and levies, if any, which are prevailing on the date of signing of the Contract, but not considered by the Supplier in

the Contract price, shall be borne and paid by the Supplier.

11.8) The Supplier shall bear and pay all taxes, duties, charges or levies which may be assessed, imposed or levied upon the Supply/Works outside India or any receipt realized by him outside India in connection with and in the

execution of the Contract by any country or governmental agency thereof in which the goods/ Works are carried out as per this Purchase Order & agreement.

11.9) Further, it would be the obligation of Supplier to immediately inform Rucha Engineers Private Limited on account of any subsequent order(s) passed by the tax authorities amending the withholding tax order referred above.

In case there is a delay or default on part of supplier to inform rucha engineers private limited of such amendment(s) to the withholding tax order, then supplier will immediately reimburse rucha engineers private limited for the

tax/ interest / penalty / litigation costs (including fees of advisors) or any other costs borne by Rucha Engineers Private Limited (including any interest, penalties or income-tax impact on account of any remittance amount)

and that Supplier would not wait for the order of the appellate authorities to reimburse the tax/ interest / penal / other aforesaid costs. Rucha Engineers Private Limited would refund the interest and penalty to Supplier in case

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there is a favorable order from the appellate authorities.

### 12) Arbitration clause and Court jurisdiction:

In the event of any dispute arising in respect of this Purchase Order, our representatives shall attempt to resolve such dispute within fifteen days of either of us giving notice to the other party of such dispute.

All disputes arising out of or in connection with this Purchase Order, which cannot be resolved amicably as mentioned above, shall be finally settled exclusively by arbitration as per the Arbitration and Conciliation Act, 1996.

The arbitration tribunal shall comprise of three arbitrators, one each to be appointed by either party or the third arbitrator shall be jointly appointed by the two arbitrators so appointed. The venue of arbitration shall be Mumbai

(Maharashtra). Each Party shall pay its own costs and expenses incurred in connection with the arbitration proceedings.

### 13) Internal Audit clause

13.1) The Supplier hereby grants the officials of Internal Audit department of Rucha Engineers Private Limited and/or such other agencies appointed by the Management of Rucha Engineers Private Limited such as statutory auditors,

tax advisors, external consultants etc. (hereinafter referred as Review Agency), who are bound to professional confidentiality, the right to review and inspect all data and documents created between the contracting parties, as a

result of the transactions arising out of the business relationship described in the Purchase Order. In event of such a review by the Review Agency, the Supplier shall ensure participation and full co-operation by his employees from

department(s) dealing with the transaction under review. The supplier shall also ensure that his sub-contractors or any other third party related with such transaction under review including his agents, representatives, associates etc

shall participate and give their full co-operation for such review by review agency. further the supplier shall ensure that his subcontractors, agents, representatives, associates etc. shall be bound by strict professional

confidentiality obligation of such review at his own expense.

13.2). the supplier hereby agrees and makes a commitment to rucha engineers Private limited to include suitable clauses for an identical right of review and inspection of the transaction data and related documents in favour of

Rucha Engineers Private Limited review agency in his contracts with its agents, representatives, associates, subcontractors etc. related to such transactions under review of the review agency.

13.3). In the event of mandatory inspections (e.g. tax audits) required under any applicable law or rules and regulations, the inspectors and/or statutory authorities are to be granted access to accounting documents pertaining to

transactions with Rucha Engineers Private Limited in accordance with legal regulations at all times. upon request, the original documents or certified legible copies (hardcopies) must be provided in an adequate timeframe.

information of such inspections or audits shall be immediately given by the supplier to Rucha Engineers Private Limited.

This purchase Order is based on the general terms and conditions of Rucha Engineers Private Limited

If you have commercial questions don't hesitate to contact your purchasing partner.

**Order acceptance by Supplier with Sign and Stamp**

**For Rucha Engineers Pvt. Ltd. Shendra Unit - 4**

Authorised Signatory