



PURCHASE ORDER

EMCO Ltd - 1000
 Plot No F-5 , Road No.28
 Wagle Industrial Estate,Thane West
 Thane-400604,Maharashtra,India
 Ph No.:91 22 40404500 Fax No.:91 22 25820571
 E-mail-emco@emco.co.in

P.O. No. :4500158108
Date :11.11.2017
P.O. Type :Service

CIN No.
L31102MH1964PLC013011

Please Deliver to
EMCO Ltd - 1000
 Plot No F-5 , Road No.28
 Wagle Industrial Estate,Thane West
 Thane-400604,Maharashtra,India
 Ph No.:91 22 40404500 Fax No.:91 22 25820571
 GSTIN: 27AAACE2764Q1Z6

Regd.Office
 EMCO Limited,
 N-104,M.I.D.C.Area,
 Jalgaon - 425003, Maharashtra, India.

Vendor No. :6998
JAGRAJ & ASSOCIATES
 SHOP NO. 1, UMA SHANKAR C.H.S.,
 OPP. PLASMA BLOOD BANK
 DOMBIVALI-421201,Maharashtra,India
 E-mail-jagraj.associates@gmail.com
 GSTIN: 27AGSPR0706Q1ZM

Buyer Details
 Pur. Organisation :Pur Org Dom(Central)
 Pur.Group :Buyer 107
 Ph. No. :
 Fax No. :
 E-Mail :

Payment Term-50%Ad+ 30% sub of drg + Bal 20% aftr com of wrk
 Insurance at Vendor A/C

Inco Terms-

Please supply the following services in accordance with instructions and clauses mentioned below and subject to EMCO Limited's General conditions of Purchase Order

Item No	Description of Goods / Services	HSN/SAC Code	Qty	UOM	Price/unit	Total Price
00010	consulting charges	998333	1	AU	100,000.00 INR	100,000.00
The items covers the following servies						
10	consulting charges CGST : 9.000 %, SGST : 9.000 %.		1.000	NOS	100,000.00	18,000.00
Subtotal						100,000.00
CGST Total						9,000.00
SGST Total						9,000.00
Total net value incl.tax						118,000.00
Amount in words						
ONE LAKH EIGHTEEN THOUSAND Rupees						

PAN No: AAACE2764Q GSTIN: 27AAACE2764Q1Z6	Order Acceptance Please send your order acceptance as "ACCEPTED" with rubber stamp, If no reply recd. within 7 days from the date of P.O., the P.O will be considered as "ACCEPTED"	for EMCO Limited ----- AUTHORISED SIGNATORY
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PURCHASE ORDER

Vendor No. : 6998
JAGRAJ & ASSOCIATES
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OPP. PLASMA BLOOD BANK

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DELIVERY SCHEDULE

Item No	Description of Goods / services	UOM	Order Qty	Scheduled Qty	Date of Delivery
00010	consulting charges	AU	1	1.000	11.11.2017

Remark Above delivery schedule must be adhered to the same shall not be changed without our consent

Payment Terms

Header Text

Taxes and Duties

The parties acknowledge the possibility that the Government of India may introduce the Goods and Services Tax (#GST#) during the term of the contract. Upon such introduction of GST, the parties agree that the overall costing and taxation structure of the contract will be carried out afresh by taking cognizance of the impact of GST, and the Supplier shall be bound to pass on any benefit arising out of the change in cost structure, to the company.

Change in Law

In the event that a Change in Law, including but not limited to the introduction of GST, occurs during the term of the contract, which results in any benefit to the Supplier, the Supplier shall be bound to pass on such benefit arising out of the Change in Law to the company.

for EMCO Limited

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TERMS AND CONDITIONS

01. Documents From Vendor: (a) Vendor will submit the required technical specification, data sheet, drawings etc. within 5 working days from PURCHASE ORDER. (b) Vendor will submit to EMCO before commencing manufacturing, Vendor's quality assurance plan confirming to the guide lines of Contract specification according to which the quality of the item/s to be supplied will be assured before it goes into the final manufacturing. (c) After issuance of manufacturing clearance, Vendor shall provide a fortnightly progress report vis-à-vis the dispatch schedule.

02. Testing : All required routine and acceptance test shall be performed by Vendor and reports will be submitted to EMCO for onward submission to Client/ Consultant for approval. Material to be supplied shall confirm to type test as per relevant standards and proven type. Vendor shall furnish the reports of all the type tests carried out within 5 years of the date of this PURCHASE ORDER as per specification and relevant standards. These reports should be for the test conducted on identical/similar components/ equipments/ system to those offered/proposed to be supplied under this PURCHASE ORDER. In case Vendor is not able to submit report of type tests conducted in last five years, or in case type test reports are not found to be meeting the specification /relevant standard requirements then all such tests shall be conducted under this PURCHASE ORDER by Vendor without any additional cost to EMCO, and reports shall be submitted for approval.

03. (i) DELIVERY: Delivery shall be made complete by preparing, submission and approval of drawings; complete manufacturing and dispatch of all the materials shall be completed in all respect. Partial quantity of material shall be delivered in advance subject to our requirement.

(ii) DATE OF DELIVERY: When a date of delivery is stipulated in the purchase order or where an order is placed for the supply of goods/Services in accordance with a program, such stipulations shall be an essence of the order. if the supplier fail to deliver the goods and/or services, or a part of the goods and/or service in accordance with the delivery schedule specified in the order without obtaining prior written consent from the company for extension of delivery period, then the company shall be entitled to cancel the order of the portion thereof not delivered and any other goods already supplied/ delivered that in the opinion of the company cannot be effectively and/or commercially be used by reason of the non delivery of the goods and/or services. In such event, the supplier shall be liable to pay the company any additional cost incurred by the company.

(iii) DELIVERY TIME: unless otherwise speified in the purchase order, the delivery time will be 09.30 am to 04.30 pm on working days. If goods are offered outside the above mentioned hours, the company may either return the goods or at their option detain the vehicle or carrier as the case may be until the next working day, in such event the company shall not be liable either for the safety of the goods or the vehicle/carrier or any charges whatsoever arising from such detention

04. PRICE : All prices stated in the order are the maximum chargeable for the goods and/or services ordered. The prices shall remain FIRM till the execution of the order and shall not be subject to any escalation whatsoever unless otherwise is mutually agreed in writing. Unless otherwise specified in this purchase order the unit prices mentioned in the price schedule are on FOR/CIF/CIP EMCO Store/Site in INR and inclusive of (a) transit insurance up to site, (b) roadworthy / seaworthy export packing as applicable (c) cost of all tests required to be performed on the offered material (d) charges for supervision of ETC of the supplied materials (e) training charges, wherever applicable, in line with Client specification / requirement (f) spares, wherever applicable, in line with Client specification / requirement.

05. Export Benefits : All export benefits shall be to EMCO's account. Vendor shall not claim any export benefit against the same if applicable.

06. PAYMENT: Payment for good accepted shall be made on receipt of complete set of invoice as applicable under GST Act and other required documents and after compliance of applicable clause and of terms & conditions and as per agreed payment terms.

07. The supplier has to submit GST Tax paid declaration along with GST Return filed acknowledgement before due payment or Emco will retain the tax value & same will be refunded after submission of above documents.

08. However if due to defective documents from Vendor is any loss to Emco, the same will be recovered form Vendor.

09. If there is advance payment to the Vendor and subsequently the vendor has to provide GST Tax paid declaration along with GST Return filed acknowledgement before next advance/due payment or Emcowill retain the tax value & same will be refunded after submission of above documents.

10. In case of payments against LC, 100% payment against LC of 180 days usance period(counted from the date of receipt of material at site) shall be made after due reconciliation of the material at site with respect to receipt of material in good quality and desired full quantities as per DI of EMCO with pre-acceptance of BOE /Hundi by EMCO. Opener's bank charges to opener's account . Beneficiary's bank charges and BOE stamping charges to shall be to Vendor's Account . LC shall be open after successful inspection /clear CIP of materials. In case amendment /extension of LC is required for reasons not attributable to us, then such amendment /extension charges will be borne by Vendor

11. Guarantee/Warranty: Unless otherwise specified in this purchase order (a) the guarantee/warranty clause no. 14 of terms and conditions will be applicable for a period of 24 months from the date of delivery the goods or within 18 months from the date of commissioning of equipment which ever is earlier.

for EMCO Limited

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12. PERFORMANCE CUM SECURITY DEPOSIT IF APPLICABLE: Vendor /Supplier shall submit a security deposit at 10% of the Total order value in the form of Bank Guarantee from any nationalized / scheduled bank and shall be kept valid upto completion of warranty period. The security deposit will be released only if the contract is completed upto warranty period to the entire satisfaction of EMCO and communicated in writing by EMCO. This composite Performance cum Security Deposit shall be submitted within 10 days of issue of PO.

13. Liquidated Damages for late delivery: The liquidated damages shall be of 0.5% per week or part thereof for the period of delay to a maximum of 5% on undelivered portion. In case of Vendor's failure to effect deliveries as per the delivery schedule, the liquidated damages calculated on the above basis shall then be deducted from the due payment of the vendor against this PO and/or any other PO with EMCO.

14. Latent Defects: All the goods supplied by Vendor shall be subject to inspection and approval by Client/Consultants/EMCO. Any defects inherent in the goods, which are not noticed at the time of inspection, but are revealed during the usage of the goods within the latent defects period, shall render them liable for rejection and Vendor shall accept such rejections even though the goods might have been initially accepted in good faith on visual inspection. The latent period shall be the same as defined in owner's contract with EMCO for such goods.

15. In addition to the above, if any of the equipment supplied by Vendor/Supplier gives way, explodes, bursts or caught fire during specified latent defect period and such occurrence causes damage to any equipment/property or human being, the cost of replacement of defective equipment; such other equipment or damage to human/property would be borne by vendor. Purchaser shall in case of requirement can carry out such repair/replacement to restore the site condition at cost and risk of Vendor. However, liability of Vendor for this reason shall be limited to 25% Value of the total contract price.

16. Shortage: As far as possible shortages in receipted material shall be intimated to vendor /supplier within 30 days of receipt of material at site however, vendor needs to provide all necessary assistance /support (including sending his representative to site for material reconciliation, if required) for ascertaining these shortages and all shortages reported after receipt of materials at site shall be made good by vendor within 3 weeks from the date of written intimation from EMCO without any additional cost to EMCO

17. Cross Fall Breach Clause - The issue of site wise Purchase orders shall not in way dilute the responsibility of the vendor for successful completion of supply at all sites as agreed and breach in any one purchase order shall automatically be constructed as breach of the other purchase order(s), which will confer the rights on EMCO to terminate one and / or other purchase order(s) at the risk, cost and consequences of the vendor.

18. Quote Order No., Date, Insurance Policy No., Item Code, Line Item No. of PO, and Supplier Code on challan, Invoice & future correspondence, whenever necessary.

19. Separate Invoice /delivery Challan is to be raised for each delivery against each Purchase Order. Unless otherwise specified in purchase order the material should accompany with (i) Delivery Challan, (ii) GST Tax invoice, (iii) L.R. / Courier / B.L. I.A.W.B., (iv) Test Certificate(s) where ever applicable. Way bill where ever applicable.

20. PASSING OF PROPERTY: The property in goods shall be passed to the company only on delivery at specified place without prejudice to the right of rejection by the company.

21. QUANTITY AND DESCRIPTION OF GOODS/ SERVICES: The goods and / or services supplied against the purchase order must be equal to the quantity specified herein and in accordance with the specifications, if any mentioned therein. If no specification is mentioned in the purchase order the goods shall be of the best quality and workmanship as acceptable to the Company. When a supplier's sample has been approved, the goods supplied must be identical in all respects to such approved sample. Goods supplied in excess of the quantity ordered are liable to be rejected. Good supplied must have HSN code or SAC code.

22. PACKING: It shall be as per the specification mentioned in the purchase order. In case there is no such specification mentioned in the order then the goods should be packed as per packing standard applicable in the country. The goods supplied must be sufficiently and properly packed so as to ensure absence of loss or damage on arrival at the point of delivery specified in the order. Unless otherwise specifically stated, all packing cases, containers and other packaging materials shall be supplied free. Where ever required antistatic packing, shrink-wrapping or palletisation should also be incorporated.

23. RATE: All rate stated in the purchase order are the maximum chargeable for the goods and/or services ordered. The rate so mentioned in the purchase order are inclusive of all taxes, levies, duties etc. unless it is specified in the purchase order. The supplier must obtain prior specific amendment to purchase order from the company in case of variance in rate. The prices shall remain FIRM till the execution of the order and shall not be subject to any escalation whatsoever unless otherwise agreed and specifically mentioned in the Purchase Order.

24. INSPECTION OF GOODS: All the goods supplied shall be subject to inspection by the company at the point of delivery. The obligation on the part of supplier to supply the goods in accordance with the purchase order without prejudice to clause 11 below. Goods not approved in inspection, whether with regards to quality or quantity or both shall be rejected and if not removed within the specified period (30 days), the company shall be free to dispose of the goods in any manner as it deem fit, and shall not be responsible for any loss sustained by the supplier from such disposal. If required, the company

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P.O. No. : 4500158108
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TERMS AND CONDITIONS

may depute its personnel/ agency at site for inspection.

25. **CONFORMITY TO TECHNICAL SPECIFICATION:** In respect of goods, which are required by the Order to confirm to chemical and/or physical, and/or performance specifications and where conformity of goods supplied to such specifications cannot be readily determined at the time and/or place of receipt, such goods shall be accepted provisionally. However, in the event of subsequent evidence of non-conformity of such goods to specified chemical and/or physical and/or performance characteristics, in such case the supplier shall be liable to compensate all the Cost to Company if any, incurred by the company in replacement and/or achieving performance characteristics. The supplier shall be liable to compensate the company in full for all costs, if any incurred by the company in replacement and/or repair of damage directly caused in and/or by such good when such goods have been incorporated in the company's products or otherwise form part of the company's business. The company also reserves the right of rejection of the part of the whole supply of such goods upon evidence of non-conformity to chemical and/or performance specifications.

26. **REJECTION OF GOODS:** Without prejudice to clause 10 and 11 above, if the goods supplied are not in accordance with the order, pursuant to clause 7 above, the company may reject the goods either in whole or in part, in such event the company shall be free to buy the goods from any other source and if doing so the company incurs cost higher than those payable for an equivalent quantity under purchase order, the supplier shall be liable for such higher cost and shall reimburse the company the additional cost so incurred by the company, including the storage cost incurred in respect of rejected goods. The goods so rejected shall be lying with company without any risk to the Company. In case the vendor does not reimburse the cost incurred by the company in respect of rejection, in that event the company shall have the right to recover against any other dues of vendor/ service providers or its associates.

27. **PENALTY ON REJECTION:** unless otherwise specified in purchase order, you shall replace the rejected material at your own cost. However, if material is required to be segregated at our factory for commercial use or rejection, then following will be minimum penalty payable by you
 (i), 5% of the invoice value, if material is segregated by our company person.
 (ii), 2.5% of the invoice value, if material is segregated by your person.

28. **GUARANTEE/ WARRANTY:** The supplier shall be responsible for free replacement or repair, as determined by the company for goods or any part of the goods supplied against the purchase order and such replacement or repairs is warranted by defect(s) in material, workmanship or design of such goods and upon notice of such defect(s) being given to the supplier by the company. The goods supplied shall be made of first class and new material with sound workmanship, free from all defects and of quality and design suitable

for which they are purchased. In case the goods are found defective within specified time from the date of supply or within specified time from the date of commissioning of equipments and handing over to the Company or Company's customers (as the case may be), you shall promptly rectify/ replace them at your own cost to the complete satisfaction of Company. The Company reserves the rights to get the rectification / replacement done from other sources if you fail to do so within four weeks from the date of Intimation, You will reimburse to the Company all the expenses Incurred on this account. The company reserves its rights to recover against any other dues of vendor/ service providers or its associates.

29. **INTELLECTUAL PROPERTY:** The supplier shall indemnify the company against any claim for infringement of Patent or Trademark, Industrial design etc. and all costs and damages which the company may suffer from such infringement for which the company may become liable.

30. **SECRECY:** You shall not at any point of time, whether during the contract with the Company or thereafter disclose, divulge or make public, except under legal compulsion, any of the information or things concerning or in any related to process of work or design or any other information known to you in the normal course of contract. Any breach of this clause shall render you liable to make good all the losses caused to the Company and the Company may take any other legal action against you including immediate termination of your contract by the Company.

31. **INCOME TAX/ TDS:** Income Tax (TDS) as per the prevailing rates will be deducted from each of your Bills/Advance and the necessary certificate for the same will be issued.

32. **STATUTORY OBLIGATIONS (IF APPLICABLE):** The statutory obligations regarding labour license, BOCW Registration, Insurance, Minimum wages, PF, ESIC etc. as applicable under various statutes will have to be complied with by you before starting the work and copy all proof (challan, registration certificate etc) towards these shall be handed over to the Company for reference and records, failing which retention money as mentioned in the purchase order will not be released and forfeited. If retention money is not specified in the purchase order then 5% of PO value will not be released and forfeited against non compliance. Any liability arises due to non compliance of any of the statutory provision will be on your account.

33. **PERFORMANCE CUM SECURITY DEPOSIT (IF APPLICABLE):** Unless otherwise agreed you will submit a security deposit at specified % of the total order value in the form of Bank Guarantee from any nationalized / scheduled bank and shall be kept valid for entire completion period or extension thereof. The security deposit will be released only if the contract is completed to the entire satisfaction of the Company and communicated in writing by the Company to you.

34. **ABBREVIATIONS :** The abbreviations used if any are as under:
 PO: Purchase Order, Company: EMCO Limited: Party/ parties: shall

for EMCO Limited

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mean either the Company or Vendor/ contractor/ service provider
 DISC: Discount; ED: TDS: Tax Deduction at Sources, GST: Goods & Services Tax.

35. **FORCE MAJEURE:** Neither party hereto shall be held responsible for any delay or failure to perform neither any nor all the obligations imposed upon such party caused by Force majeure. In such a case, the time for performance of such obligations and the obligations of the other party to the extent that they are directly affected by such occurrence will be extended by a period equal to that time. Notification of a circumstance of Force majeure shall be given in writing by courier / fax/ email addressed to the Company within 2 working days of its occurrence. The courier / fax/ email shall be confirmed by a letter dispatched within one week along with a certificate of the relevant Chamber of Commerce, confirming the existence of the circumstance of the force majeure. Only the following shall be considered as force majeure if that event happened before contractual delivery date and impede performance; Wars, Revolutions, Fire, Floods, Epidemics, Earthquakes, Quarantine restriction, Freight Embargoes, Acts of Government, strikes and lockouts which directly affect the performance. But, you shall continue to perform your obligations under this order as far as practically possible, and seek all reasonable alternative means for that performance, prevented by the force majeure event.

36. **RESOLUTION OF DISPUTES:** Both parties shall make every effort to resolve amicably by direct informal negotiations for any disagreement(s) or dispute(s), if any, arises under or in connection with this Order.

If after 30 days from the commencement of such informal negotiations, both parties have been unable to resolve the dispute amicably, the same shall be referred for Arbitration.

The dispute then shall be resolved by sole arbitrator to be appointed jointly by both the parties to dispute. In case the parties fail to mutually appoint sole/single arbitrator within 30 (thirty) days from the date of intimation to other part to refer the matter to arbitration, then in such case arbitrator appointed by the Company shall be final and binding on the other part to the dispute. The arbitration shall be conducted in accordance with the provisions stipulated under the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be at Mumbai. The language of Arbitration shall be English. The cost of arbitration shall be borne by the respective parties to the dispute or as may be directed by the sole arbitrator. Any order(s) passed by the sole arbitrator shall be binding on both the parties to the dispute.

37. **JURISDICTION:** The contract shall be deemed to have been wholly executed in Mumbai and all claims there under shall be payable in Mumbai only. The parties hereby agreed that the Court of Mumbai shall have exclusive jurisdiction over all the dispute/ difference arising out of this purchase order.

38. **GOVERNING LAW:** the contract shall be governed in accordance with the laws prevailing in India.

39. **TERMINATION FOR DEFAULT:** In case vendor (s) fails to complete all or any part of the work within the time period as specified in the order, or any extension therein granted by the Company. Without prejudice the other available legal remedy, the Company reserve its rights to cancel the order in full or part without assigning any reason thereof by serving 7 days notice and get it done through some other parties at your risk and cost. Without prejudice to any other rights or remedies available the additional cost, if any incurred by the Company the same shall be first recovered against any other dues of vendor/ service providers or its associates

40. **LIMITATION OF LIABILITIES AND INDEMNIFICATION:** You shall be responsible for any and all liability including consequent damages towards our clients /customers, general public including third party, government, workmen, any property be it public or private, arising out of the work done by you or goods supplied by under the purchase order. The Company shall not be responsible for the same.

The Company will not be responsible in any manner for any act, omission or commission of the vendor/ contractor or its workers, managers, directors, authorized signatories etc., and no claim / damages in that respect will lie against the Company. If any such claim(s) is made against the Company by any person then in such case(s) the Vendor/Contractor (including its legal heirs, permitted assigns, administrators and successors) shall indemnify and keep the Company indemnified from all expenses, cost , damages etc.,

41. **NO ASSIGNMENT OR SUB-CONTRACT:** Contractor/ Vendor shall not directly or indirectly sub-contract or assign or award without the prior written consent of the Company. In case the Contractor/ vendor sub contract or assigns or awards either directly or indirectly any part of the contract to third party without obtaining prior written consent of the Company then in such case, the company shall have sole discretion to accept / reject the same.

42. **ACCEPTANCE OF ORDER:** Copy of purchase order shall be emailed to the concern vendor(s)/ service provider(s) on their registered email id. The vendor (s)/ service provider (s) are required to send their acceptance of purchase order by email or signed hard copy within 7 days from the date of receipt of the order. In case the company do not receive acceptance from the vendor/ service provider it will be considered that this order is unconditionally accepted along with all the annexure(s).

43. **SIGNATURE :** This order being electronic generated requires no signature.

PAN No: AAACE2764Q
 GSTIN: 27AAACE2764Q1Z6

Order Acceptance
 Please send your order acceptance as "ACCEPTED" with rubber stamp, If no reply recd. within 7 days from the date of P.O., the P.O will be considered as "ACCEPTED"

for EMCO Limited

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