



BIRLA CENTURY

(A Division of Century Textiles and Industries Ltd.)

Factory : Plot No. 826, G.I.D.C. Industrial Estate, Jhagadia - 393 110 Bharuch (Gujarat)

Tel.: Office : 02642-258 400 , 306 400 Fax : 02642-306 404, 306 836

E-mail : bcj.purchase@birlacentury.com

Regd. Office : Century Bhavan, Dr. Annie Besant Road, Worli, Mumbai - 400 030.

Tel.: Office : 022-2495 7000 Fax : 022-2430 9491, 2436 1980

CIN No. : L17120MH1897PLC000163

GST No. : 24AAACC2659Q1ZC

PAN No. : AAACC2659Q

Purchase order

No. : 5100028785

Date : 18.08.2023

Vendor Code: 109100

SPARSHA CHARITABLE TRUST

SHRAM SHAKTI,
C1, ROOM NO.116,
WADALA-400037, Maharashtra
Tel:9821075442, Fax:9821075442

Ship To : Birla Century

Plot No.826,GIDC Industrial Estate
Jhagadia-393110, Gujarat

GST No.:

PAN No.:

We are pleased to place our order for the following items subject to (1) attached annexure / terms and condition / instruction given here under and (2) mutually agreed standard terms and conditions of business already with you.

Sr. No.	Indent No. Ean No/SAC	Description	UOM	QTY	Rate	Disc.	Net Amount
1		SUPPLY OF MINI SCIENCE CENTRO FOR CSR AC	AU	1.00	1,000,000.00		1,000,000.00
10		SUPPLY OF MINI SCIENCE CENTRE FOR CSR ONE FOR VALLIYA SCHOOL & ANOTHER FOR TALODRA SCHOOL.	EA	2.00	500,000.00		
<hr/>							
Pack. charges	CGST %	SGST %	IGST %	TCS %	Dely.Date		
					18.08.2023		

Basic Value of PO in INR (Excluding of GST) :

1,000,000.00

Purchase Order Terms and Conditions

Inco Terms : FMD Jhagadia Plant **Quotation Ref.No.:** APPROVAL **Date :** 17.08.2023

Insurance :

Freight : SUPPLY OF MINI SCIENCE CENTRE FOR CSR ACTIVITY.

Dispatch Mode :

Payment Terms : 7 DAYS FROM REC.OF MATERIAL

GST Clause :

- * Invoice should be in the Name of - BIRLA CENTURY (A division of Century Textile and Industries Ltd.)
- * "TAX INVOICE" should be clearly printed or stamped on the top of Invoice. Tax should be shown separately in INVOICE.
- * "TAX INVOICE" Will be processed if it will be with full Details as per CGST & SGST Act 2017 and our P.O. No.
- * Subsequent to GST implementation, please note that excess quantity return process becomes very difficult. You are required to ensure that quantity supplied by you should not be more than ordered quantity in any case.
- * In case we are not able to claim input tax credit due to discrepancy & non-compliance on your part or error of timely documentation/statutory compliances by you, Your account shall be debited by an amount equivalent to GST amount for which we are unable to avail the credit or The same will be recovered from you.
- * We reserves the right to withhold payment equivalent to GST as charged in invoice and applicable interest / penalty if any, till the time we becomes eligible to avail credit, if applicable as per GST rules.
- * Test report to be send along with material, without Test report we cannot accept the material.
- * Goods included in this PO should be delivered in original containers and labeling and including products, manufacturer name and chemical product lot no.
- * The Seller will mention the Manufacturing Date and Expiry date of material/batch on the Drum/packing or COA. Any material supplied to Birla Century should have a remaining shelf life of not less than 75% of the prescribed shelf life of the product being supplied. This is a mandatory requirement especially in Dyes Chemicals / Shelf Life Linked Items.
- * You have to meet requirement of STeP standard in context of Safety, Social and Transportation Safety.
- * The product supplied by you should meet requirement of STeP MRS, ZDHC MRS, DETOX MRS and Eco Passport.
- * If applicable, all goods related to this PO should comply with the latest version of CTW and MRS.
- * If applicable, please mention in your invoice: Follow Naturaline requirements such as traceability and identification to avoid contamination.

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- Please send Order Acknowledgement by e-mail as token of your acceptance of the order within 7 days from the date of PO. Our PO will be treated accepted unconditionally thereafter.
- Conditions of the order are given on reverse.
- LD Clause : If Material is not delivered within the Del. Date specified in the PO, the Company have a right to recover liquidate damages @ 1% of the PO Value for every week of delay subject to max. of 5% of the unexecuted supply.
- Ex-works material, if to be booked on godown delivery basis, then it must be booked for **ANKLESHWAR** only.

TERMS AND CONDITIONS OF ORDER

- The goods are to be supplied between 9-00 A.M. to 4.00 P.M. only unless otherwise asked by the Company. No goods will be accepted on the last three working days of month unless otherwise asked for by the Company.
- Goods should be supplied in one lot only unless otherwise specified. Goods to be suitable packed to avoid damage in transit. Any breakage, damage and / or pilferage in transit arising from faulty packing shall be the responsibility of the Seller. Clean consignment note cannot be considered sufficient proof that goods are securely packed.
- Delivery must be made as stipulated in the order or also sellers will be responsible for any loss of production which the Company may suffer due to non-delivery of goods in time or according to contracted quality and quantity.
- RISK PURCHASE :** In case of delays in supplier/defective suppliers or non-fulfillment of any other terms and conditions given in purchase order the buyer may cancel the purchase order in full or part thereof and may also make the purchase of such material from elsewhere / alternative buyer may risk cost of the supplier. If the sellers fail to deliver the goods within the specified time or to replace any rejected goods within seven days from the receipt of the notice of rejection of such further time as the company may allow on in that behalf the Company shall be at liberty to purchase the goods which the Sellers fail to supply or replace as the case may be on the sellers account and risk and the sellers shall be liable to make good to the Company any loss or deficiency or damage which the Company may suffer by reason thereof.
- The weights as recorded in the Company's Scale by the Company's stores shall be final for the purpose of acceptance of goods and will be binding on the supplier.
- If the goods are not delivered within the time specified, acceptance of the goods shall be at the Company's discretion. The acceptance of goods will be without prejudice to the Company's right to claim loss due to failure of sellers to deliver the goods in time.
- The Company has right to reject any goods which in material or workmanship are not approved by the Company's officer-in-charge of purchase whose decision in that behalf shall be final and binding on the sellers.
- The Company is at liberty to refuse to accept delivery of any goods unless delivery challans state full details as to Order No., Description of item, Quantity, Make, Unit, Gross weight, Tare weight, Net weight, etc.
- If goods are rejected, notice of such rejection will be given to seller and seller shall on receipt of such notice remove the rejected goods immediately to their expense and replace such rejected goods by other goods of the contract quality and description subject to the approval of the company's office-in-charge of Purchase within such time as may be fixed by the Company but usually replacement should be effected within 7 days from the notice of rejection.
- All rejected goods pending for removal by the sellers, shall remain in the Company's compound at the sellers sole risk and if such goods are not removed by the sellers within seven days from the notice of rejection the Company shall be entitled to charge godown rent and other charges and expenses and godown rent shall be at the customary standard rates charged by Banks. The Company will not be liable for shortage, damage or deterioration of such goods.
- If the Sellers fail to remove the rejected goods from the Company's Mill premises within three months of the notice of rejection, the sellers hereby authorize the Company and the company shall be entitled after notice to the sellers in that behalf to sell the rejected goods by public auction or private treaty and appropriate the net sale proceeds towards payment of the godown rent, other charges expenses incurred by the Company in connection with the said good and towards any other monies which may be due to the Company by the sellers, on any other account whatsoever. The sellers hereby undertake and agree not to challenge the authority of the Company to sell such goods or the title of the person who has purchased such goods from the Company.
- The company reserves the right to reject the goods if the Company finds them defective even at the later stage and to recover the cost of material and losses if any from the sellers.
- Payment shall be made for the actual quantity received by the Company and the Company's records shall be final and conclusive on this point.
- No bill will be passed until the full quantity of the order is supplied. The Company, however, reserve the right to pass the bills for partial quantity.
- If any goods are to be supplied according to the sample(s) given by Company such sample(s) must be returned by sellers at the time of delivery of goods to the Company and in the absence of such sample(s) at the time of delivery the Company shall be entitled to refuse to take delivery of the goods and the Company shall also be entitled to refuse payment for the goods (even if the goods are retained by the Mill) until the sample(s) is/are returned and the goods are approved by the Company's officer-in-charge of Purchase.
- The Company will be entitled to deduct Discount as mentioned in the order.
- Any dispute arise with respect to this P.O. shall be subjected to "Bharuch Jurisdiction"
- Any term or condition quoted by the seller's previously which are inconsistent with the above mentioned terms modify or very them or any of them will not from the terms and conditions of this order and it is specifically agreed that the above mentioned terms will supersede all other terms which are inconsistent with the above mentioned terms.

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19. You will allow our customers to pay visit to your factory to verify the quality of material supplied by you so also to see the system of quality control followed by you.
20. Supplies coming from outside Gujarat shall be accompanied with E-way bills which is required for goods Transportation in Gujarat.
21. All the Original Invoice are need to be submitted along with material.
22. If your organization falls under MSME (Micro, Small and Medium Enterprises) Development Act'06 please send us your registration copy to be treated accordingly at our end otherwise we will not be responsible for contravention of the aforesaid act which may please be noted.
23. In addition to any specific quality assurance requirements stated in this Order, Seller shall provide and maintain a Quality Control System in accordance with the revision of ISO-9001.
24. We are an ISO-9001, 14001, 45001, 50001 and SA8000 approved company. Please ensure that your product, services, manufacturing methods & packing meets all stipulated standards.
25. Environment Clause: We take this opportunity of inform you that at Birla Century, we have opted and developed ENVIRONMENT MANAGEMENT SYSTEM as per ISO:14001. We wish to have your Cooperation in promoting the noble cause of Environmental Protection and preservation at your organization also.

For this, Utmost care has to be taken while delivering the goods to our plants e.g. Tanker/Carboy Container must be free of any kind of defects which can cause to leakage/ pilferage / spillage / deterioration/ worsening thereby leading to pollute the Environment.

The supplier shall comply with the respective statutory provisions governing the treatment of employees, environmental protection and health and safety at work and to work on reducing the adverse effects of its activities on human beings and the environment. In this respect the supplier shall set up and further develop a management system in accordance with ISO 14001 & OHSMS ISO 45001 within the realms of its possibilities. We at Birla Century are giving preference to those vendors, who are complying above requirement of Environment Management System, Safety and Social Norms.

26. Power consuming products & equipment supplied by you must be energy efficient. Product performance will be monitored & evaluated on the basis of power consumption and star ratings if applicable.
27. COPYRIGHT AND PATENTS : The Seller warrants that there has been no violation of copyrights or patents in manufacturing producing and selling the goods and the Seller agrees to hold the Buyer harmless from all liability loss or expenses associated by such violation.
28. In all cases of disputes the decision of the Company shall be final.

29. WC Policy Clause : "Contract/Supplier/Seller/Vendor will ensure that his service engineer/representative will carry valid workman compensation policy along with him and produce at our factory premise for entry inside premises for any kind of services. Such WC Policy must be for our factory."

30. MANUFACTURING CODES, TESTS, INSPECTION AND APPROVAL: The materials used in the manufacture of this Equipment under this Contract shall be of tested quality and shall confirm to the relevant standards and codes.

Buyer shall have the right to visit and inspect the material at periodic intervals (once in a month or once in two months) during manufacturing and before dispatch. Seller will keep Buyer informed, the dates of all important tests to be conducted, on the incoming materials, work in progress etc., approximately 15 days in advance to enable Buyer to depute their representatives to join the tests agreed upon. The seller will submit to the Buyer the test report for tests conducted as mentioned above.

Buyer shall have the right to arrange for any third Party inspection (Any certified agency of international repute like Lloyd, SGS, Bureau Veritas etc.) and the fees and expenses for the third Party inspection shall be borne by Buyer. In case there are any mandatory third Party inspection / testing / certification as per requirement of Regulations, the same shall be arranged and the cost shall be borne by buyer.

All such tests as mentioned in this Clause and those witnessed by Buyer or our third Party representative, shall, in no event, constitute a waiver of any other rights that Buyer have, including, but not limited to, the achievement of Performance Guarantees or mechanical warranties as prescribed in this Contract

31. FORCE MAJEURE: If either of the Parties is/are prevented from executing the Contract by such cases of Force Majeure as war, serious fire, disease, flood, typhoon, earthquake and other such case, which both Parties agree are of similar serious nature, the time for performance under the Contract shall be extended by a period equal to the effect of those cases. The prevented Party shall notify the other Party by fax within the shortest possible time of the occurrence of the Force Majeure and within 14 days thereafter send by courier a letter accompanied with a certificate of evidence issued by the relevant authorities for confirmation by the other Party. Similarly upon the termination or elimination of the Force Majeure event, the prevented Party shall immediately inform the other Party. Should the effect of the Force Majeure continues for more than ninety (90) consecutive days, both Parties shall settle the further performance under the Contract through amicable negotiations at the earliest. If no agreement can be reached, the matter shall be referred for Arbitration.

32. Arbitration: All disputes arising in connection with this Agreement / LOA shall be finally settled and governed by the provisions of Arbitration and Conciliation Act, 1996. The arbitration panel shall consist of three arbitrators, one to be appointed by each Party and the third arbitrator shall be appointed by the two appointed arbitrators. The third arbitrator shall serve as a chairman. The award of the arbitral tribunal shall be final and binding on both Parties. The place of arbitration shall be at any metro city in India. The proceedings shall be conducted in English language.

33. Entire Contract: This Contract, together with all Schedules, Dimensional Drawings, Appendices, Variations and any valid amendments constitutes the entire and complete agreement of the Parties with respect to the completion of scope of engineering and supply, superseding all prior or contemporaneous understandings, arrangements and commitments, all of which being superseded and merged herein.

34. Governing Law: This Contract shall in all respects be governed by and interpreted in accordance with the laws of Land.

35. Severability: If any provision of this Contract shall be held invalid or unenforceable, the remaining provisions shall be unaffected and shall remain in full force and effect, to the extent consistent with the intent of the Parties as evident by this Contract as a whole.

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