

**BRIDGESTONE INDIA PRIVATE LIMITED****Registered office address**

Plot No. A-43, Phase-II, MIDC Chakan  
Village Sawardari, Taluka Khed, Dist. Pune  
Maharashtra - 410 501, India

CIN: U25111PN1996PTC147267

Tel.: +91-2135-672-000, Fax: +91-2135-671-999

Website: www.bridgestone.co.in

GSTIN NO: 27AABCB2304E1ZD

P.O. NO. : 4500077961

Doc date : 07.01.2025

Page : 1 of 2

**BUYER** Pranay Tikhe**Quotation No.:****Tel No.:**

1. Please supply the following goods/services as per the terms & conditions overleaf. 2. Please mention our purchase order no. & item code on your Challan & Invoice. 3. Documentary proof of GST invoice should accompany the material. 4. Communicate your acceptance within 2 days. 5. Please raise separate Invoice / Challan for each Purchase Order.

<b>TO</b>	<b>Bill To:</b>	<b>SHIP TO</b>
STEM Learning Pvt Ltd 1205, Marathon NEXTGEN Campus, Opposite G.K. Marg, Lower Parel West 400013,Mumbai India GSTIN no: 27AAQCS0110G1ZL	Bridgestone India Private Limited Plot No. A43, Phase-II, MIDC Chakan, Village Sawardari, Taluka Khed, Pune,410501 Maharashtra,INDIA, GSTIN : 27AABCB2304E1ZD STATE CODE : 27	Bridgestone India Private Limited Plot No. A43, Phase-II, MIDC Chakan, Village Sawardari, Taluka Khed, Pune,410501 Maharashtra,INDIA, GSTIN : 27AABCB2304E1ZD STATE CODE : 27

<b>SNO</b>	<b>ITEM CODE &amp; DESCRIPTION</b>	<b>UOM</b>	<b>QTY</b>	<b>UNIT RATE</b>	<b>DISC</b>	<b>CGST</b>	<b>SGST</b>	<b>AMOUNT INR</b>
1	Supply & Installation of Science Models Asset / Internal order : / CSPRMEDUCOMN							
	Service no: Replacement of Model - Science Lab Delivery date: Quantity: 31.03.2025 1.00	EA	1	177221.00	-9.000 %	15949.89	9.000 %	15949.89 209,120.78
	Service no: Annual Maintenance Charge Delivery date: Quantity: 31.03.2025 1.00	EA	1	232002.00	-9.000 %	20880.18	9.000 %	20880.18 273,762.36
	Service no: Platform requirement - Amboli School Delivery date: Quantity: 31.03.2025 1.00	EA	1	28121.00	-9.000 %	2530.89	9.000 %	2530.89 33,182.78
	Service no: Refresher Teachers Training Delivery date: Quantity: 31.03.2025 1.00	EA	1	112656.00	-9.000 %	10139.04	9.000 %	10139.04 132,934.08
TOTAL						49,500.00	49,500.00	649,000.00

<b>GRAND TOTAL (IN WORDS) Rupee : SIX LAKH FORTY NINE THOUSAND RUPEES</b>	<b>GRAND TOTAL:</b> 649,000.00
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**PRICE BASIS:** FOR,BSID Plant location**PAYMENT TERMS:** Within 7 Days**DELIVERY DATE:** 31.03.2025

**REMARKS:** #PR 17094677  
#User - Saiful/Shaifali  
#Material, services will be as per user approval

E-Approval No.: 84531720 Date: 09.01.2025 Time: 12:47:17

**FOR BRIDGESTONE INDIA PVT.LTD.****Note:** All correspondence should be addressed to concern Buyer Representative**AUTHORISED SIGNATORY**

(\*\*This is a computerized system generated and approved purchase order. Physical sign-off by Buyer (Authorized Signatory) is not mandatory.)

# GENERAL TERMS AND CONDITION FOR PURCHASE ORDER

## 1. Agreement:

1.1 These terms and conditions apply where a Supplier has accepted a Purchase Order (PO) placed by Buyer either electronically or otherwise. The PO and these terms and conditions together constitute the contract between the parties ("Contract").

1.2 Acknowledgment of this PO, including without limitation, by beginning performance of the work called for by this PO or by delivering the goods or performing the services, failure to raise any issues with this PO within 48 hours of receipt, shall be deemed acceptance of this PO.

1.3 This Contract will prevail over any subsequent document or documents issued by the Supplier unless any alternative terms are: i) part of a written agreement which has been executed between the parties and which the parties have expressly agreed to override these terms in the event of a conflict; or ii) set forth on the face of the PO; or (iii) special terms & conditions are agreed with the Buyer.

1.4 Typographical and other clerical errors in the PO are subject to correction. As permitted by law, Buyer has the right to change any term or part of the PO.

1.5 No variation to this Contract or waiver of them is valid or effective unless the Supplier negotiates, and enters a formal variation or waiver in writing with Buyer.

## 2. Price, Payment, GST:

2.1 The PO must not be filled at prices higher than those specified on the PO, unless otherwise agreed to in writing by the Buyer.

2.2 Buyer may direct Supplier to make changes in the goods and/or services ordered including, without limitation, reasonable changes to quantities or delivery dates, or changes in the requirements of the drawings, specifications or instructions. Supplier shall promptly review such changes and within two (2) days inform Buyer of any change in Supplier's cost of performance or delay in delivery. Upon mutual agreement as to any price or delivery change, Buyer shall issue a written change order. In the event Supplier shall fail to comply with this procedure, Supplier shall be deemed to have waived all claims for increased cost or extension of time of performance.

2.3 If the Goods and / or Services having been satisfactorily received or completed and accepted by the Buyer, payment shall be made as per due date stated in the PO. The Buyer may deduct from such amount as may be due and payable by the Buyer pursuant to this Contract, any amounts payable by the Supplier to the Buyer.

2.4 Supplier acknowledges that any invoice submitted to Buyer that does not clearly reference Buyer's corresponding purchase order number may be considered invalid by Buyer and may result in delayed payment.

2.5 If GST / is payable in relation to a taxable supply, the amount payable for that taxable supply will be the amount specified in the PO plus GST.

2.6 The Supplier must provide the Buyer with a valid tax invoice for the taxable supply before the payment is due and the Buyer will only be required to pay the Supplier for the GST component if it is provided with a valid tax invoice. If the input tax credit is denied on account of mismatch in GST return, then the amount equivalent to credit denied along with interest thereon will be charged from the Supplier.

2.7 If the Buyer is required by government regulation to withhold taxes for which Supplier is responsible, Buyer will deduct such withholding tax from payment to Supplier and provide to Supplier a valid tax receipt in Supplier's name.

## 3. Liquidity damages:

Time will be of the essence of the Contract and the Supplier must comply strictly with the date indicated on the PO for delivery of the Goods and/or performance of the Services. For any delay, Buyer shall have the right to impose liquidity damages @ 0.5% of the total PO value for every week or part thereof of delay, subject to a maximum of 10% of the total PO value for such failure to comply with the terms and conditions of the PO. Such liquidated damages shall be to the exclusion of any other remedy the Buyer may have in respect of the Supplier's failure to deliver /perform as aforesaid.

## 4. Risk Purchase:

In the event of failure or delay on the part of the Supplier to fulfill his obligation in the execution of the PO to the Buyer's satisfaction, Buyer shall have the right to terminate or cancel the PO for failure to comply with the agreed delivery schedule and purchase the goods and/or services elsewhere. In such eventuality, Supplier will have to fully compensate Buyer for the financial loss on account of cancellation / non-delivery/non-performance. The damages so claimed by Buyer will be in addition to the liquidated damages recoverable by Buyer as mentioned in liquidated damage clause. The Supplier shall have no claim for compensation for any loss that may accrue from any material he might have collected or engagements, he may have entered into on account of the PO.

## 5. Packing:

Goods shall be properly packed meeting any statutory requirement and suitable for transportation and handling. In case of any damage during transportation or storage by Buyer due to poor packing by Supplier, the damage shall be compensated by Supplier to Buyer. For machinery, Supplier shall execute shipment only after written release instructions have been issued by Buyer.

## 6. Documents:

Supplier shall give in to transporter(s) of the Goods, necessary documents, not limited to but including 3 copies of invoices carrying complete and correct description of consignment, value and both Supplier and Buyer's GST registration number. Any additional cost, expenses incurred due to improper documentation shall be to the Supplier's account. Supplier accepts full responsibility for the completeness and accuracy of all transport and customs documentation provided to Buyer.

## 7. Rejection and revocation of acceptance:

Goods and Services shall be to the reasonable satisfaction of the Buyer and shall conform in all respects with any particulars referred to in the PO and in any variations thereto. All goods and services are subject to Buyer's inspection. With regard to goods that are rejected or for which acceptance has been revoked, Buyer, at its option and at the expense and risk of Supplier, may return such goods to Supplier or store them until Supplier provides instructions for disposal. Payment for goods without reasonable opportunity to inspect the same shall not constitute acceptance.

## 8. Warranty:

Supplier warrants the goods delivered hereunder to be of merchantable quality, fit for the purpose intended, free from defects in labor, material and manufacture, and in compliance with any drawings or specifications incorporated or referenced herein and with any samples furnished by the Supplier. Without Buyer's written consent, no materials shall be substituted in lieu of those specified. All warranties shall run to Buyer, its successors, assigns, and customers and to the users of its products. Supplier agrees that this warranty shall survive acceptance of the goods. Said warranties shall be in addition to any warranties of additional scope given to Buyer by Supplier and those implied by law.

## 9. Buyer's Property:

All designs, patterns, drawings, other data (whether in hard or softform) equipment, component, sample and manufacturing materials furnished or paid by the Buyer to Supplier shall remain the sole property of the Buyer. Upon request of Buyer, Supplier shall return such property to Buyer in the condition in which it was received, except for reasonable wear and tear, and except for such property as has been reasonably consumed in the performance of this PO.

## 10. Confidentiality:

The Supplier must keep confidential all information of a confidential or commercially sensitive nature acquired as a result of this Contract. The Supplier shall not advertise, publish or release unless required by law information or statements to the media or the public concerning the Contract or the operations of the Buyer, without the prior written agreement of the Buyer. All confidential information shall be returned to Buyer after completion of contract and/or Buyer's request.

## 11. Insurance:

Supplier shall procure and maintain at all times insurance in such amount and for such period of time as is customary in transactions of the nature set forth in this PO, to insure all of Supplier's obligations under this PO, and Buyer reserves the right to establish minimum insurance. When work of any description is performed in furtherance of Supplier's obligations under the PO at the site of the Buyer or any of its customers, Supplier agrees that such services are to be rendered by Supplier as an independent contractor and Supplier shall provide all safeguards and take all necessary precautions in accordance with the Health, Safety, Security or Environment rules and requirements. Noncompliance with such rules and requirements will be considered as non- performance by Supplier.

## 12. Recall:

If a recall of the goods is required due to defect, a failure to conform to specifications, applicable laws or any other reason within Supplier's control, Supplier will bear all cost and expenses of such recall, including without limitation, costs of notifying customers, customer refunds, cost of returning goods, lost profits and other expenses incurred to meet the obligations of third parties.

## 13. Access:

Buyer's representatives shall, at all reasonable times, have access to the Supplier's work or place(s) of business in connection with the performance by the Supplier of the PO. The Supplier shall ensure the same access to the premises of its subcontractors if any.

## 14. Termination of PO:

14.1 Buyer may at any time terminate this PO, in whole or in part, without cause, upon notice to Supplier which shall state the extent and effective date thereof. Upon receipt of such notice, Supplier shall, to the extent specified by Buyer, stop all work related to this PO, and cause its suppliers and subcontractors to stop work. Charges for any such termination of this PO shall be limited to actual non-recoverable costs incurred by Supplier which Supplier can demonstrate were properly incurred prior to the date of termination subject to the audit and approval of Buyer. In no event will Buyer reimburse Supplier for goods, inventory or services in excess of those required to meet Buyer's delivery schedule for binding forecasts. In no event shall such reimbursement include foreseeable loss of profits for undelivered goods or unperformed services.

14.2 Buyer may immediately terminate this PO, in whole or in part upon notice to Supplier, if Supplier: (i) fails to make delivery of or supply the goods, or perform the services within the time specified herein; (ii) fails to replace or correct defective goods or deficiency in services in accordance with the provisions of this PO; (iii) fails to perform any other provision of this PO or so fails to make progress as to endanger performance in accordance with its terms; or (iv) becomes insolvent, files or has filed against it a petition in bankruptcy, or makes an assignment for the benefit of creditors. 14.3 Any termination of this PO by Buyer shall not relieve Supplier from any liability hereunder.

## 15. Limitation of Buyer's Liability:

In no event shall Buyer be responsible for any consequential damages including, but not limited to, Supplier's loss of actual or anticipated profits arising out of, or resulting from, this Contract or from the performance, suspension, termination or breach hereof.

## 16. Ethical Standards:

Any bribes, commission, gifts or advantage given, promised or offered by the Supplier to any employee of Buyer shall, in addition to any criminal liability which the Supplier may incur, subject the Supplier to the cancellation of this & all other orders & also to payment of any loss or damage resulting from any such cancellation.

## 17. Assignment and subcontracting:

The Supplier must not, without the prior written consent of the Buyer, assign or subcontract any portion of the Contract. No subcontract is to contain any terms which are inconsistent with this Contract.

## 18. Assignment:

Supplier shall not assign the PO or any interest herein, including any performance or any amount, which may be due or may become due hereunder without the Buyer's written consent.

## 19. Intellectual Property:

The Supplier warrants that the use of the Products by Buyer will not infringe on other persons intellectual property rights.

## 20. Indemnity:

Supplier agrees to defend, indemnify, and keep Buyer indemnified against all losses, costs, damages, claims or expenses, including attorney's fees, of any nature including, but not limited to, any claim of death or injury to persons or damage to property, arising directly or indirectly out of, or in connection with the goods and/or services supplied herein, including, without limitation, (i) infringement of third party's intellectual property rights; (ii) any breach by the Supplier of this Contract, (iii) breach of warranty, (iv) the provision of Products or services; (v) any negligent act or omission of the Supplier, its employees, agents or contractors.

## 21. Force majeure:

The parties hereto shall have the right to suspend its performing of its obligations without penalty or liability in the event of war, riot, acts of God, fire, court order, strike, work stoppage, act of governmental authority, or other causes beyond its control, but Supplier shall take all reasonable steps and precautions to prevent or limit their effect on the Supply. Buyer may cancel this PO in the event that such Force Majeure continues for 60 days.

## 22. Laws and Regulations:

Supplier certifies that unless specifically exempted, all products or services furnished in the offer have been manufactured, processed, delivered and/or performed in full compliance with all applicable laws and regulations. Suppliers should comply with all latest standards, procedures & guidelines for IMS certificates for IATF 16949, ISO 9001, ISO 45001, ISO 14001, ISO 50001 supplier shall be solely responsible for the handling, transportation and disposal of all materials, substances and chemicals considering the environmental impact and life cycle perspective.

## 23. Severability:

If any term of this Contract is deemed to be unlawful or unenforceable, that term shall be severed from this Contract and all other terms will remain in force.

## 24. Acknowledgment / Governing Law:

Supplier acknowledges reading this Contract, understands them and agrees to be bound by them. This Contract shall be governed by Indian law and Courts in Pune shall have exclusive jurisdiction.