

Bilcare Limited

Gat No.1028,Vill.Shiroli,Rajgurunagar,
Tal Khed,Pune,Maharashtra,India:410505
Tel :2135 304200 Fax :2135 224068
www.bilcare.com bilcare.pune@bilcare.com



Purchase Order

Supplier's Name & Address : Shree Construction Co. Office No. 20, Upper Ground Floor, 'A' Wing, Jai Ganesh Samrajya, Pune - 27BISPP6463P1Z2-411039 Maharashtra,India Tel-9850542255 Fax-8975316539 GST NO:27BISPP6463P1Z2 STATE CODE:27(Maharashtra)	22001	Purchase Order No. 5100025718	Date 22.04.2022
		Reference : As per your Quotation No. 82 Dtd. 12.03.2022 Indent No : 20028798 (Mr. Sachin Kshirsagar)	

With reference to your above offer and to the subsequent discussion we had with you, we are pleased to place our order for the following Goods/Service to be delivered / rendered, subject to the terms and conditions specified overleaf. Please ensure that your Delivery Note / Invoice bears our order reference.

Item.No.	Material No. SAC/HSN Code	Item Description TAXES	Quantity	Unit	Rate/Currency	Total Value
10		OLD COOLING TOWER SHED fabrication	1.000	AU	1,966,500.00 INR	1,966,500.00
	HSN No.	SGST: 9 % CGST: 9 %			DISC: 4.577-%	
The item covers the follwing services.						
Service Code	Service Text	Qty	UOM	Rate	Total Value	
998717	fabrication and erection of structural	7,175.00	EA	120.00	861,000.00	
998717	Labour Charges of fabrication and erect	7,585.00	EA	45.00	341,325.00	
998717	Providing and fixing of 0.5mm pre coated	575.000	EA	715.00	411,125.00	
998717	Fixing of Precoated Sheet Gutters	25.000	EA	935.00	23,375.00	
998717	Fixing of Precoated Sheet Corners	20.000	EA	550.00	11,000.00	
998717	painting to MS structural stee	14,760.0	EA	6.00	88,560.00	
998717	Fixing of 125mm Dia PVC Pipe Rain water	12.000	EA	920.00	11,040.00	
998717	Dishmentalling of Old Shed as complete	520.000	EA	145.00	75,400.00	
998717	fabrication and erection 2nd lvl	125.000	EA	120.00	15,000.00	
998717	Labour Charges of fabrication 2nd lvl	1,075.00	EA	45.00	48,375.00	
998717	fixing of 0.5mm pre coated Roofing 2nd l	100.000	EA	715.00	71,500.00	
998717	Fixing of Bolt	16.000	EA	100.00	1,600.00	
998717	applying of painting to MS2nd lvl	1,200.00	EA	6.00	7,200.00	
Total ...			1.000	AU		1,966,500.00
Discount						90006.71-
SGST						168,884.40
CGST						168,884.40
Total value					INR	2,214,262.08

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Terms & Conditions :

Payment Terms : 100% Advance Payment

Delivery Schedule : Immediate

Incoterms : FOR Rajgurunagar

Special Note :

Your Tax Invoice/Revised Invoice/Bill of Supply/Supplementary Invoice/Debit Note/Credit Note should be in Our Name "Bilcare Limited" with GST No. : 27AABCB2242F1Z6 as per our PO. You have to upload all your sales invoices on GSTN Portal and GST there on should be paid into the Govt. treasury within the statutory time lines. If you fail to do so then the respective GST amount with interest will be recovered from future Invoices. In case of Taxable Goods "Original for Recipient" & "Duplicate for Transporter" have to be received by us along with the material.

Safety, Health and Environmental requirements :

Bilcare assigns highest priority to Safety, Health and Environment.The Supplier/Seller/Service Provider shall strive to provide a safe, healthy, and clean working environment for its employees. It shall prevent the wasteful use of natural resources and be committed to preserve and improving the environment. The Supplier/Seller/Service Provider shall comply with the spirit and intent of environmental laws, regulations and standards.

General Terms and Conditions

- 1.Orders placed by us are subject to the following general terms and conditions only. General Sales and supply conditions of sellers are not binding even when we have not explicitly rejected such conditions
- 2.If nothing to contrary is heard within 48 hours from receipt of order it will be understood that the order is accepted as per our terms and conditions stated herein. If the seller has only special conditions to the order, these shall be only considered by us when indicated in writing and will be binding on us when confirmed by us in writing. Seller shall so indicate any details that are necessary for the proper fulfillment of the order.
- 3.Quantity of goods ordered, mode of despatch, prices and terms of delivery are binding and cannot unilaterally be altered by seller. The term of delivery commences from the date of the order either by letter, cable or in the case of orders by word of mouth, including telephone from the date of our letter, cable confirming the order. Where order are given by word of mouth or telephone, the same shall not be binding on us unless confirmed in writing in our official order Form.
- 4.Payment terms mentioned above are indicative. Bilcare and the Supplier / service provider agree that the payment may be delayed up to 90 days without payment of interest. For payment beyond 90 days up to 180 days, Bilcare shall pay simple interest of 12% p.a. on the outstanding amount. Beyond 180 upto 360 days, Bilcare Limited agrees to pay penal simple interest of 15% p.a. at the time of paying the invoice. Thus, the due date, for any payment default will be considered after 360 days of acceptance of goods / services by Bilcare by written confirmation for all the regulatory / legal / NCLT purposes. It is agreed between the parties that in case of any conflict arising between the terms and conditions mentioned in the Invoice and this Purchase Order, the above payment terms of this Purchase Order shall prevail.
- 5.In all other cases, if the seller fails to complete within stipulated time delivery of performance, we are entitled at our option either to claim specific performance and/ or damages and / of ro cancel the agreement together with claiming damages for non- performance and we shall be at liberty to purchase articles in open market at your risk and account. Delays in delivery or performance which are due to reasons/causes not attributable to seller shall be communicated by seller to us as soon as possible even before commencement of the actual delivery time. We reserve the right to reject any goods in full or in part which in material or workmanship are not approved by our Factory Officials whose decision shall be final. The goods are purchased by us subject to approval. If any goods are rejected notice of such rejection shall be given to you and on receipt of such notice, the rejected goods must be removed immediately at your cost. We shall not accept any liability for any shortage or deterioration or loss of rejected goods for any reason whatsoever while lying at our premises.

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6.Seller Guarantees with respect to the delivery and performance.

- (a)the exact conformity with our specifications conditions, designs and samples and / or other indications given by us for similar delivery and / or performance.
- (b)that the equipment and machinery to be delivered will be brand new and free from any defects in material and / or implementation and adequate and complete for the intended purposes.
- (c) that for the manufacture of the machinery and equipment to be delivered new materials of good and appropriate quality have been used and that first class workmanship and engineering have been applied.
- (d) that the legal governmental regulations with respect to the manufacture of the machinery and equipment including regulations regarding protection of workers from dangers are complied with;
- (e) that within two months before the time of delivery a complete technical documentation such as brochures, catalogues, description, prescriptions, grease instructions, drawing, etc. are sent to us;
- (f) that no patent rights or other industrial property of third parties will be, infringed upon by our using the goods delivered under this contract or using any machinery installed with the help of seller's services.
- (g) that the machinery and equipment, supplied by seller are free from any lien or patent rights in favour of third parties;
- (h) seller hold us harmless of all rights and claims of third parties referred to in this article para f and g and reimburses us for all damages we may suffer as a result of such claims and rights. The guarantee referred to in this article shall ensure to the benefit of us for a period of twelve months from the date of putting into operation of the machinery and equipment delivered by seller or eighteen months after the last delivery or performance effected by seller under this agreement, whichever is the later.

7.Not withstanding our right to test the delivery and / or performance of seller at our factory we are entitled at the expense of seller to carry out tests on the materials, installation and equipments to be delivered by seller during their manufactures and before the despatch. As far as our personnel is carrying out these tests their cost are for our account. Seller shall not despatch any goods before these tests have been carried out or have been waived by us in writing. Our rights under clause 5 and 7 are unimpaired either by such tests or such waiver. Payment shall not imply acceptance.

8.In the event of default in delivery and / or performance we are entitled within the period of guarantee specified in clause 5 section 2 at our option to put through legal claims for damages or to ask for repair. In urgent cases or in the event seller fails to comply immediately with his obligations under this clause or in the event the goods delivered have already been despatched / shipped we are entitled at the expense of the seller to replace defective materials or spare parts or to repair these and to remedy possible damages.In this case the full period of guarantee in respect of the replaced or repaired materials or spare parts recommences from the moment of such replacement or repair.

9.Delivery shall unless explicitly agreed otherwise inwriting, be free of delivery charges at our Factory, Rajgurunagar Khed, Pune, Maharashtra. Delivery of the documentation referred to in clause 5 section (e) shall be free at our Factory, Rajgurunagar Khed, Pune, Maharashtra. payment shall be made for actual quantity accepted by us and our record shall final and decisive on this point. Invoice for each challan shall be submitted Separately.

10.Seller shall always keep secret and confidential and shall preventthe disclosure or divulgence of all information, experiences, know-how, date drawings, blue prints and specifications of our Company which he acquires or obtains on account of the order. Drawings, blue prints, specifications and samples given by us or made by seller at our request remain or become our property and shall not be copied, used or dealt with in any manner whatsoever without or previous written consent, Manufacture of goods based on the the aforesaid documentation either for third parties or for seller's own purposes is not allowed outside the scope of an order given by us. Seller undertakes that he shall not display and / or publish in any way whatsoever Machinery and equipment etc. manufactured pursuant to an order given by us. Such Drawings, blue prints and samples etc. should be returned to us immediately when the order/orders is/are completed.

11.Good, including parts and materials, manufactured by seller on the basis of drawings and special technical instructions given by us shall be our property from the beginning of the manufacture or the incorporation of the parts. Such property will be kept in custody on our behalf by seller until delivered to us and shall not be given access to by third parties nor disposed of without our previous written consent.

12.Without or previous written consent seller shall not make reference of our company or of associates for the purposes of advertising in business letters, brochures or similar publications

13.Rights and obligations pursuant to this order and / or its execution are personal to seller an shall not be transferred to third parties without our previous written consent.Sub-contractors are, however admissible to the extent usual in normal practice. Seller shall not assign claims, if any to third parties

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without our previous written consent.

14.In case of force majeure the period for the fulfillment of the obligations of both parties shall be extended for the duration of the force majeure on the understanding that the party making requests for force majeure shall without delay notify the other party the occurrence of the force majeure and shall also confirm to the other party within twenty days of such notification by registered letter along with a confirmation of the competent authority about the existence of force majeure.

15.Force majeure shall be all circumstances beyond the control of the parties and not foreseeable or when foreseeable unavoidable to the extent that they occur after the coming into effect of the agreement of delivery and to the extent that the entirely or partially impede the fulfillment of the contractual obligations. We shall be entitled to alter, vary, modify amend and/or rescind the order in part or whole at any time by notice in writing to seller. Upon receipt of the said notice, seller shall immediately alter, vary modify and/ or cancel all work for the execution of the order concerned. Seller shall do every effort to cancel all orders and further agreements he may have placed for fulfillment of his obligations on such conditions which are approved by us in writing and shall perform only such work which is necessary to protect and maintain machinery and equipment that may have already been completed or the completion of which may already be in an advanced stage. In the event of such cancellation we shall compensate seller for such work which is executed to our satisfaction, prior to cancellation.

16. Alterations and modifications of the order are only binding to the extent that they have been confirmed by us in writing. The goods are designed for the factory of Bilcare limited, at Rajgurunagar Khed, Pune, Maharashtra at the address given on the order.

17.Please mention your GST Tax registration number on your invoices, "Original for recipient" & "Duplicate for Transporter" both invoice copies have to be received by us along with material if you have already paid taxes to avoid delay in payments. kindly ensure the following.

1. Complete PO No. and date.
2. Correct description of item and its HSN / SAC code no. as per PO
3. Suppliers code.
4. Challan no. and date on your invoice.
5. Item rate and Sales Tax rate as PO terms only.
6. Payment terms as mentioned in our PO.
7. Only original and signed invoice should be sent
8. Please send invoice after complete supplies as per PO terms.
9. Proof of Freight / RPP charges.
10. Invoice should be raised only in name on which PO has been placed.

NOTE: Please write separately for matters other than forwarding of bills. Your co-operation is requested.

Delivery Address :
Bilcare Limited
Gat No 1028, Village Shiroli,
Pune-Nashik Highway
Tal. Khed, Rajgurunagar
Pune-410505
Maharashtra,India

PAN No. : AABCB2242F
CIN No. : L28939PN1987PLC043953
GST No. : 27AABCB2242F1Z6

For Bilcare Limited



Authorised Signature