

ISO 9001 & FSSC 22000	DESAI BROTHERS LIMITED	Doc No. : PS/T & M/02/01 Page : 1 of 1
Issue Date: 17.03. 2011	Process For Purchasing Of Materials	Rev. No. : 1 Rev. Date : 21.07.2016
Originator (Date & Sign): (Purchase Manager)		Approved By (Date & Sign): (VP/GM – Commercial & Purchase)

GENERAL

1. No increase in price shall be permitted during the period of the contract
2. If the purchase order is not accepted by acknowledgement within ten days from the date of receipt by the supplier we shall be at liberty to cancel the same without incurring any liability whatsoever.

BILLS AND INVOICES

3. The Bills and Invoices shall be made out and sent in duplicate clearly indicating purchase order number, date and description of the consignment.
4. Each Consignment shall relate to one purchase order only.

PAYMENTS

5. Normally within 30 days on satisfactory receipt of goods at site in the event of any dispute as to dimensions , weight, quality, finish, colour, design or heading, the said period shall not be binding.

PACKING AND DESPATCH

6. All packages shall be boldly and clearly marked on the outside of the package with the purchase order number and date
7. No additional changes will be allowed for packing, forwarding and transport unless so stipulated, it being distinctly understood that the prices shall be FOR Pune.
8. Damages to any goods / materials for want of lack of proper packing without ensuring the protection to goods will be at the risk of the suppliers.
9. Goods despatched by VPP or documents presented through bank against cash will not be accepted unless as agreed upon in writing previously.
10. The company shall be under no obligation to accept materials received by the company in excess of the quantity ordered and shall remain at the company's premises at the suppliers entire risk.
11. Materials / goods must be supplied / despatched within the time subject to the condition specified in the order. The time for and date of delivery stipulated in the purchase order shall be deemed to be of the essence of the contract and delivery shall be completed not later than the date specified matter of the order or any consignment or part thereof within the period prescribed for such delivery, the company shall be entitled to purchase elsewhere without notice to the supplier on account and at the risk of the supplier the materials / goods not delivered or others of similar description (where others exactly complying with the particulars are not in the opinion of the company which shall be final, readily procurable) without cancelling the contract in respect of the consignment not yet due for delivery or to cancel the contract in its entirety. In either event, the supplier shall be liable for any loss which the company may sustain on that account , but the purchaser shall not be entitled to any gains on re-purchases made against default.

INSPECTION AND REJECTION

12. If the company finds that materials / goods supplied are not of the contracted quality or not according to the specifications required by the company or are received in damaged or broken condition or otherwise not satisfactory owing to any reason of which the company shall be the sole judge, the company will be entitled to reject the material at any stage and cancel the order / contract and buy its requirements in the open market at the risk and cost of the supplier and recover the loss, if any, occasioned in such risk purchase, from the supplier.
13. The company or its representative has the right to inspect / verify the product / process at your end. This verification, however, will not absolve you of the responsibility to supply acceptable product nor shall it preclude subsequent rejection.

14. Suppliers shall remove the rejected material within two weeks. In case the supplier fails to collect the rejected materials within this time, the company will scrap the materials after the period is over. The company will have no liability whatsoever including its loss in respect of such rejected materials. So long as the rejected materials lie at our works for any reason, they shall be entirely at suppliers risk and responsibility.

GUARANTEE

15. The supplier shall replace free of charge any part or goods found to be defective in quality, finish, colour, design, material or workmanship or in the event of the failure or indication of failure within 12 months, the equipment is put into use.

DRAWINGS, SKETCHES & SPECIFICATIONS

16. Drawings sketches & Specifications if any furnished by the company to the supplier shall always remain the property of the company and shall not be used for any other purpose except for which they are provided. They shall not be defected, altered, copied or allowed to be copied in any manner whatsoever except with the prior approval of the company. Supplier shall be responsible for their safe custody during the period they are in possession and shall ensure their prompt return to the company when no longer required.

TRADE MARKS

17. Trade Mark of which the company is either the registered proprietor or registered user shall if so approved by the company, be used only on the goods to be supplied to the company and in the manner provided. Their use colorable or otherwise in any manner in relation to the products of the supplier not for use by the company shall be strictly prohibited and in the case of default shall render the supplier liable to legal action.000

FORCE MAJEURE

18. The company shall not be liable for non performance or delay in or failure in performance hereon if and to the extent caused by occurrences, beyond their control, including but not limited to, acts of God, decrees or restraints of Government strikes, or other labour disturbances, war, sabotage, change of law, refusal on the part of any government, government agencies bank or other competent authority to grant any necessary permit license or sanction or deciding to revoke or quality and such permit or in the event of any other supervening clause rendering performance or further performance of any of the obligations impossible in accordance with the most liberal interpretation of the doctrine of frustration of contracts.

SAVINGS

19. The company reserves the right to add or amend or to alter or modify or render inoperative any one or more of these terms by prescribing special conditions in any particular purchase order and to the extent such addition or modification is made the altered and additional clauses shall have effect, the company's decision shall be final in disputes arising out of the purchase order. Money due to the company either as damages or under any other order may be adjusted, when setting payment against this order.
20. If any sum of money is recoverable from the payable by the supplier the company shall be entitled to recover such sum from any sum due to them or which at any time thereafter may become due to the supplier under this or any other purchase order. Should the sum be not sufficient to cover the full amount recoverable, the supplier shall pay to the company on demand the remaining balance due.

JURISDICTION AND ARBITRATION

21. All disputes arising out of this purchase order shall be referred, except as to matters in respect whereof the decision is specifically provided for by this condition, to the award of two arbitrators one to be nominated by each party to the dispute. Subject to the said provisions for arbitration. Courts in Pune shall have exclusively jurisdiction in the matter.

FALL CLAUSE

22. The prices charged for the stores supplied under the contract the contractor shall in no event exceed the lowest price at which the contract sells the stores of identical description to any other person during the period of the contract. If at any time during the said period the contractor reduces the sales price of such stores to any other persons at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale to the Director and General Manager and the price payable under the contract for the stores supplied after the date of coming into force such reduction of sale shall stand correspondingly reduced