

Reg. Office:

Road No.44, Jubilee Hills,
Hyderabad-500033,India
Phones: + 91-40-23544585,
+ 91-40-23544593,
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Email: info@indimmune.com
Web: www.indimmune.com



PUR/RST/10

Plant:

Survey No.281-284 & 321
Biotech Park Phase-III
Karkapatla , Lakshmapur (P.O.),
Markook Mandal
Siddipet District-502281
Telangana, INDIA

INDIAN IMMUNOLOGICALS LIMITED

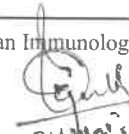
PURCHASE ORDER

To AVANTI BUSINESS MACHINES LIMITED B-86, Sanath Nagar Extn. Industrial Estate Balanagar, Hyderabad-500018, Telangana - India Phone: -66486607 Vendor Code: AO752 GST NO :36AABCA7333G1ZW	P.O No. : 4511004696 P.O Dt. 22.11.2023 Amendment : 0 Amended Dt . Your Qtn Ref : 13.10.2023 Dt. 13.10.2023 Price Basis : FH-At Our Karkapatla Stores Mode Of Transport : By Road Delivery Date : 31.12.2023 Payment Terms : C030-30 DAYS CREDIT
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With reference to your above quotation, we are pleased to place an order for the supply of material / services mentioned below, subject to terms & conditions stipulated in the annexure which constitute an intergral part of this order

SNo	Item Code	HSN Code	Description	Quantity	UOM	Price	Total Price (INR)
			<ul style="list-style-type: none"> - Over Load Protector: Yes - Auto Reverse: Yes - Motor Start/OFF: Auto/Online - Working Cycle: Continuous - Noise Level < 70 DB - Waste Bin: Waste Bin with mesh for Liquid separation - MOC: All wetted Areas with stainless steel & cutters with Hard chrome plating. <p>Terms are as detailed below:</p> <p>Vial Crushing Machine for 1 no at 2,50,000.00</p> <p>Total Basic Price: Rs 2,50,000.00 P&F charges: Included Freight: Included Installation: Included Documentation: As per our URS</p>				

Special Instructions: Indent No:2324/01988 Indentor: Mr Kurma Shiva

Place of Delivery: INDIAN IMMUNOLOGICALS LTD SurveyNo.281-284&321,BiotechParkPhaseIII,,KarakapatlaMarkookMandal,SiddipetDistTelangana-502281.India	Bills/DC: Shall be made Triplicate in the name of INDIAN IMMUNOLOGICALS LTD
Place of Supply: 36-Telangana-TS	
CST : PJT/10/01/2061/99-2000 W.E.F.23/12/1999 TIN : 36750256314 GST NO : 36AAACI6620F1ZV ECC No. : AAACI6620FEM004 RANGE : TOOPRAN SECTOR-II DIVISION : SADASIVPET COMMISSIONERATE : HYDERABAD-I PAN No. : AAACI6620F CIN : U72200TG1999PLC032666	SurveyNo.281-284&321,BiotechParkPhaseIII, Karakapatla Markook Mandal,Siddipet Dist Telangana - 502281 . India. And your Delivery Challan should specify, PO NO & Date. Material test certificate to be sent along with the material, wherever applicable. Without test report material will not be accepted.
1. Please return the Duplicate Copy signed by you in token of your acceptance of the order. 2. The Materials are to be supplied as per our order only. Order cannot be amended after receipt of the material. 3. Delivery Schedule should be strictly adhered to.	For Indian Immunologicals Limited  Paul G Vikranth (Deputy General Manager - Procurement)
Signature and seal of the supplier	

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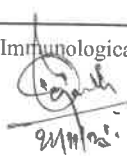
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SNo	Item Code	HSN Code	Description	Quantity	UOM	Price	Total Price (INR)
			<p>GST @18%: Rs 45,000.00 Landing Price: Rs 2,95,000.00</p> <p>Payment Terms:100% after 30 Days from the date of supply duly certified by end user.</p> <p>Delivery:6 Weeks Warranty:1 Year on machine and 2 years on cutters.</p> <p>Other Terms: As per our URS No: KH/URS/344-00 and your reference quotation Dtd:13.10.2023 and final mail dtd:20.11.2023.</p> <p>Statutory Documents which are Mandatory to be provided to IIL before arranging your workmen to our Facilities, for carrying out Installation/Repair and Maintenance/AMC works, etc against our Purchase</p>				

Special Instructions: Indent No:2324/01988 Indentor: Mr Kurma Shiva

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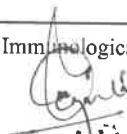
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SNo	Item Code	HSN Code	Description	Quantity	UOM	Price	Total Price (INR)	
			<p>/ Job orders: -</p> <p>1.ESIC Registration 2.EPFO Registration 3.PAN details 4.GST Registration 5.Labour License 6.Registration Certificate as per Shops and Establishment Act 7.Address and ID proof in case of individual/proprietor firm</p> <p>NOTE: Without the above documents, IIL will not allow your persons to enter into our premises.</p> <p>##</p>					
Rupees: TWO LAKH NINETY FIVE THOUSAND AND ONLY							TOTAL	295,000.00

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<p>1. Please return the Duplicate Copy signed by you in token of your acceptance of the order. 2. The Materials are to be supplied as per our order only. Order cannot be amended after receipt of the material. 3. Delivery Schedule should be strictly adhered to.</p> <p style="text-align: center;">Signature and seal of the supplier</p>	

GENERAL TERMS AND CONDITIONS

- 1) **PRICES:** The prices mentioned in our order are firm and fixed for the entire delivery period of the contract.
- 2) **INSPECTION:** The equipment/material/service (goods) under the purview of supply shall be inspected by your own technical experts at your works and such inspection report should be forwarded to us in triplicate along with the dispatch documents. However, we reserve the right to inspect the goods at any stage of fabrication/manufacture, by our officer or through an external consultant at your cost. You should forward us the test certificates wherever applicable, obtained from the concerned authorities/principal manufacturers either regarding quality or any other details of the items utilized in the process of manufacture/fabrication.
- 3) **DISPATCH INSTRUCTIONS:** The goods are to be dispatched to the specified site, by the mode of transport specified in the order under intimation to us. Depending on the type of goods, you will have to carry out proper packing/crating to avoid breakages in transit at your cost. Other details of dispatch such as marking consignee's particulars etc. are given in the order. For using any mode of transport other than the specified one, our prior written consent shall be obtained. All consignments should be dispatched on FREIGHT PREPAID basis irrespective of Price, basis. In the event of freight payable extra by us, you shall obtain our prior approval and produce necessary documentary evidence in support of your claims unless otherwise stated. The original LRIRR should be sent by Speed Post / Courier directly to the consignee along with a copy of invoice and two copies of delivery challan/packing list. If necessary we may inform different mode of transportation from that specified in the PO at any time prior to transportation. You are liable to adhere to such instructions without affecting the delivery schedule as instructed in the PO.
- 4) **INSURANCE & INDEMNITY:** You shall have to arrange "ALL RISK COVERAGE" on warehouse to warehouse basis for the items to be supplied by you. In the event of any damage/loss of the consignment in transit, it will be your responsibility to lodge necessary claims with the carriers/underwriters and pursue the same till successful settlement. Since insurance policy will be obtained on our name, if required we shall give you necessary authorization enabling you to lodge and pursue claims on our behalf with the carriers/underwriters. Also you shall have to make good the losses/damages occurred in transit by making replacement of the goods and the financial compensation in full in the first instance. If claims are settled by the underwriters and amounts are released then the same will be reimbursed to you. In other words the prima facie responsibility rests on you for getting the compensation of the damages /loss of the goods incurred if any due to the transit damage issues. In the case where orders are placed on FOR- OUR SITE basis, you will have to obtain the necessary insurance coverage. You will indemnify and hold us / consignee harmless from and against any and all claims, losses damages, liabilities, fines and expenses arising out of or in any way related to the performance of the order and the contract based thereon.
- 5) **DELIVERY COMMITMENT:** The stipulated delivery time mentioned in our Purchase order is the essence of the contract. You must therefore strictly adhere to the delivery conditions.
- 6) **DEMURRAGES:** You shall bear/reimburse the full demurrage charges in case of late forwarding of dispatch documents or misplacement of dispatch documents in transit, whether due to negligence or not.
- 7) **REJECTION:** We reserve the right to reject the goods either in full or part in case the goods supplied are not conforming to our specifications mentioned in our order. The rejections will be intimated to you within a reasonable time period. You will be liable to repair/replace the rejected goods, at our discretion, within a specified time frame. Till the repair/replacement is done, the rejected goods will be lying at our premises at your risk and responsibility. In case if you are unable to repair/replace the goods within the stipulated period, we may dispose off the same at your risk without any reference to you. We are eligible to retain the proceeds of such disposal in full or part towards the handling and storage of such rejected goods. You shall return all the advances / payments made by us.
- 8) **LIQUIDATED DAMAGES:** The accepted delivery schedule of supply and installation aspects will be governed by the Liquidated damages clause. If the delivery of the goods or installation of the equipment is not made as per the committed delivery period, you shall have to pay a penalty @ 1.0% of the order value per week. Also in case of default in deliveries/timely installation we can get the work done from alternative party/procure the goods from open market and debit the difference to your account without any reference to you. In addition you shall also be liable to compensate us for all the losses that we may have suffered due to such delay or default.
- 9) **GUARANTEE:** The supply of equipment as well as installation, if entrusted, needs to be carried out by you to the entire satisfaction of our Engineers. You shall stand guarantee to repair/replace any parts without any extra cost which were found to be defective due to the fault in design/workmanship/substandard quality within 12 months of successful commissioning or 18 months from the date of material receipt whichever is earlier. In case it is necessary to send the defective equipment/parts to your works for repair/replacement, the cost of packing and TO /FRO freight costs for sending and receiving back the repaired items will have to be borne by you.
- 10) **WARRANTY:** You expressly provide us warranty for a minimum period of one year from the date of Commissioning of the equipment for satisfactory performance of the supplied equipment according to a designed/rated/installed capacity or any other standard norms fixed by us. You further warrant that the goods shall be fit and sufficient for the purposes for which we have purchased them. We reserve the right to reject the goods not conforming to the foregoing warranties whether or not the same have been accepted earlier. You also warrant that no law, rule, regulation or statute has been violated in manufacture or sale of the goods.
- 11) **INTELLECTUAL PROPERTY:** You hereby warrant that the goods supplied by you or the use of same will not infringe intellectual property of any third party. You hereby grant us an irrevocable, non-exclusive, royalty free licence to use, sell, manufacture or cause to be manufactured products embodying any and all intellectual properties contained, made, conceived or actually reduced to practice in connection with your performance of the order.
- 12) **DRAWINGS/SPECIFICATIONS/TECHNICAL MANUALS:**
 - a) Prior to commencement of fabrication you will have to submit two sets of drawings for our approval. The drawings should be dimensionally clear and BOM details are to be clearly specified.
 - b) Three copies of operation and maintenance manuals and service instructions along with the drawings showing the part details should be sent to us. You shall also furnish us service and utility requirements like hot water, steam, chilled water, electricity, lubrication etc, for each equipment, wherever applicable.
 - c) You shall provide us a list of recommended spares which will be essentially required for plants and equipments supplied by you for at least two years of normal operation with details of manufacturers from whom we can directly source. The list should contain the code number /part numbers of the parts which are needed to procure in addition to the machine model number.
- 13) **CONFIDENTIALITY:** You shall safeguard all our information that is non-public, confidential or proprietary in nature and the same shall not be disclosed to any other party or used for any other purpose, without our written consent. In case any documents/drawings are provided to you by us the same must be treated as confidential, not to be copied/reproduced/ transmitted/disclosed other wise in whole/part, not to be duplicated /modified/ divulged/ discussed with any other third party without our prior written approval. All the given data/documents should be returned to us immediately after completion of the job.
- 14) **SUBMISSION OF BILLS:** Two sets of Bills in original along with the required test certificates/ calibration certificates/COA along with complete set of dispatch documents like Delivery challan/packing list and LRIRR Copy through Speed Post / Courier to our Hyderabad office. Unless otherwise stated, the payment shall be made to you through a crossed cheque sent through Post / Courier according to the agreed terms mentioned in our order.
- 15) **CANCELLATION OF CONTRACT AND REFUND OF ADVANCE:** We are free to cancel our order either in full or part in case of failure in deliveries/unsuccessful installation of the equipments not conforming to our standards. Consequential losses, if any, arising on account of the installation carried out by a third party or obtaining the supplies from open market besides the higher price differences paid by us shall be automatically recovered from you. Our decision is final and binding in this regard. In the event of order cancellation, you are liable to refund the advance amounts paid by us. You don't have any right to forfeit any advance paid by us. In no event shall we be liable to any loss or damage that you may have suffered due to cancellation of the order.
- 16) **SUB-CONTRACT:** In the event of awarding sub-contract to any parties by you for manufacture/supply/erection of any parts/spares/components that will be used in ordered equipment, you must furnish us details about those sub-contractors. The sub-contract can be awarded only after receiving our written approval. In any case you alone shall be responsible for quality of the work /equipment although you have subcontracted the work to third party.
- 17) **FORCE MAJEURE CLAUSE:** Neither you nor we shall be considered defaulters in performance of the obligations where under, if such performance is prevented or delayed because of war, hostilities, civil commotions, strikes, epidemic, accident, fires, winds, earth quakes or because of any law, proclamation or any act of God or any cause beyond the reasonable control.
- 18) **ASSIGNMENT:** Our order or any obligations to be performed under the same shall not be assignable or transferable without our prior written consent.
- 19) **ACKNOWLEDGEMENT / ARBITRATION / GOVERNING LAW:** You acknowledge reading these conditions, understood them and agree to be bound by them. A waiver of any provision of this agreement shall not be construed as a waiver or modification of any other term thereof. Disputes arising in connection with the order or sale shall be governed by the laws of India and shall be settled under the provision of the Indian Arbitration and Conciliation Act, 1996. Place of arbitration shall be Hyderabad and English shall be the language for arbitration proceedings. The courts at Hyderabad shall only have the jurisdiction irrespective of any jurisdiction clause mentioned in any other document / correspondence.
- 20) **SURVIVAL CLAUSE:** The terms relating to the confidentiality, indemnity, warranty, arbitration, governing laws shall survive delivery of the goods or termination of the order.
- 21) **Grievances:** 'In case of any grievance, write to us at Info@indimmune.com