



## Service Order

PO No : 5500010935  
PO Date : 27.09.2022

**Vendor Address**

Market Xcel Data Matrix Pvt Ltd  
Ground floor-17,okhla industrial estate  
New Delhi-110020  
Phone : 9910327532  
Email : aroy@market-xcel.com  
State : DELHI  
State Code : 07

**Vendor Information**

Vendor Class (CIN) : Registered  
PAN No. : AAECM5086D  
GSTIN No. : 07AAECM5086D1ZI

**Bill To**

Lava International Ltd.  
A-56, sector-64 Noida -201301  
UTTAR PRADESH, INDIA  
Telephone : 4242061  
State Code : 09  
GSTIN No : 09AABCL5987H1Z0

PAN No. :  
GSTIN No. : 09AABCL5987H1Z0  
Payment Terms : 45 Days from Document date  
Currency : INR

SL No.	Description of services	QTY	UoM	Delivery Date	Amount (incl taxes)
1	Accessories Online Track	1	AU	30.09.2022	105,610.00
<b>TOTAL</b>					<b>105,610.00</b>

**Total PO Amount : ONE LAKH FIVE THOUSAND SIX HUNDRED TEN RUPEES ONLY**

Item	Service no.	HSN/SAC	Description	QTY	UoM	Unit Rate	Per QTY	IGST%	IGST Amt	Amount (incl taxes)
1. 1	60000058	998371	Accessories Online Track	400	AU	223.75	1	18.00	16,110.00	105,610.00
<b>Total amount for item</b>										<b>105,610.00</b>

**Remarks/Special Terms & Conditions :**

Approved By P51009873P32.



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## General Terms and Conditions

### 1. Services

1.1 Description of Services: VENDOR agrees to furnish all supervision, labor, parts, materials, transportation, and warranties necessary to perform the Services as set forth in this Purchase Order or a Revised/ Fresh Purchase order issued from time to time by LAVA. VENDOR shall not subcontract or assign any of the Services except with prior written consent of Lava.

1.2 Acceptance by VENDOR: VENDOR shall be bound by the terms of this Purchase Order if any one or more of the following occur: (i) VENDOR commences performance of the Purchases as set forth in this Purchase Order; (ii) LAVA and VENDOR exchange electronic correspondence regarding this Purchase Order indicating that VENDOR has accepted this Purchase Order; or (iii) VENDOR signs this Purchase Order and returns a copy of the executed Purchase Order to LAVA. Each party agrees that this Purchase Order may be (but is not required to be) submitted electronically, and that this Purchase Order is not required to be signed. Each party agrees not to contest, or assert any defense to, the validity or enforceability of this Purchase Order entered into in the manner described above based on any Law requiring agreements to be in writing or to be executed by the parties.

Any correspondence/Exchange after expiry of this Purchase Order validity shall not constitute as acceptance of extension in the validity of this order.

### 2. Packaging & Transportation:

2.1 Packing box label must contain detailed information such as (VENDORS name, Delivery date, PO number, Item qty. Item code, Item description etc.)

2.2 The VENDORS shall also adhere to the requirements of applicable laws, if any with respect to packaging of the item, and LAVA, in no event shall be liable for contravention of the same by the VENDORS. Vendor shall keep indemnified and hold harmless Lava against any losses/ damages/ attorney fee that may be suffered by Lava due to failure of vendor to comply with provisions of applicable laws.

2.3 Each consignment must accompany all required documents including but not limited to Invoice copy, PO copy, Transport bill and other documents as per the requirement of applicable laws or as may be specified by LAVA from time to time.

2.4 VENDORS must ensure safe, secure and transit worthy packing of all items to avoid transit damage. Vendor shall keep indemnified and hold harmless Lava against any losses that may be suffered by Lava due to loss or damage to the items during the transit period.

2.5 Unloading of items supplied from vehicle to dockyard/ premises as may be specified by Lava from time to time (Lava store) shall be arranged by VENDORS.

2.6 The VENDORS shall, for each of the shipments being made for LAVA, follow the invoicing and shipping instructions as may be prescribed by LAVA.

### 3. VENDOR's Responsibilities

#### 3.1 Standards:

VENDOR will perform the Services in a thorough and workmanlike manner and to the satisfaction of LAVA. While undertaking this job all applicable guidelines and standards shall be strictly followed with a view to ensure compliance of the requirements. While executing this work, the VENDORS and its SUB-VENDORSS/SUB-CONTRACTORS shall comply with:

3.1.1 All applicable laws relating to occupational health and safety, including all requirements under Factories Act, 1948 and the Explosive Act, 1948 and its amendments thereof

3.1.2 All environmental laws and regulations.



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3.1.4 All equipment/material/accessories under the scope of supply/work of this PO shall be new and unused and shall be of reputed make as approved by LAVA.

In case VENDOR does not perform the services as per given delivery schedule, terms & conditions of this Purchase order or approved material specification, LAVA reserves the right to either cancel this order without assuming any responsibility or deduct amount towards "Liquidated Damages"/"Penalty Clause" or take the same services from any other party without any liability to the Vendor. VENDOR undertakes to make good for all losses, expenses that may be incurred by LAVA on this account.

## 3.2 Payments and Claims:

VENDOR shall pay when due all expenses incurred by VENDOR in performing the Services including, but not limited to, salaries, wages, payroll burdens, and expenses to its personnel. VENDOR will give LAVA, at its request, evidence satisfactory to LAVA of compliance of the above provisions by VENDOR with this Section. Vendor shall keep indemnified and hold harmless Lava against any claims that may be raised against Lava due to failure of Vendor to comply with this provision. In case, Lava settles any claim raised due to failure of the Vendor to comply with this provision, Lava shall be entitled to deduct the amount paid by lava from the amounts payable to Vendor as per this Purchase order.

## 3.3 Representations and Warranties

3.3.1 VENDOR represents and warrants that all Services performed by VENDOR under this Purchase order will be conducted and completed in conformity with all requirements of this Purchase order and in a manner that complies with all applicable Laws. Vendor acknowledges that time is the essence of this Purchase Order. VENDOR acknowledges that LAVA has provided VENDOR with all information that VENDOR has required to perform the Services and VENDOR is fully aware of the purpose for which LAVA has engaged VENDOR to perform the Services. VENDOR therefore further represents and warrants that the Services will accomplish the purpose for which LAVA has engaged VENDOR.

3.3.2 VENDOR will (i) at its expense, correct any Defective Services, and (ii) pay of reimburse to Lava the expenses that may be incurred by Lava on account of all labor and the actual delivered cost of all materials, equipment, and machinery required to correct the Defective Services unless the Services are defective or deficient to the extent that it is not technically or economically feasible to correct the Defective Services, in which case VENDOR will be liable to LAVA for all losses, damages, costs, and expenses arising directly or indirectly from the Defective Services. If VENDOR fails to correct any Defective Services within 48 hours after receipt of written notice from LAVA, LAVA may, without prejudice to any other remedies LAVA may get the Services performed from any other party at the sole cost of the Vendor under this Purchase order, If payments then or thereafter due to VENDOR are not sufficient to cover such costs, VENDOR will pay the difference to LAVA.

## 3.4 Unforeseen Conditions:

VENDOR will immediately notify LAVA if VENDOR becomes aware of any unforeseen circumstances that may adversely affect the quality of the Services or the safety of the performance of the Services. Any change in the timelines shall be mutually agreed between the parties in writing.

## 4. Quantity

4.1 LAVA shall not be liable for acceptance, or to take delivery of any item or to make payment for any item delivered to it without any PO from LAVA.

4.2 LAVA will verify the physical quantity against invoiced qty. in case of any discrepancy; VENDORS shall be penalized as per the terms & conditions of this PO.

4.3 There shall be no obligation of LAVA in respect to the items supplied in excess of the ordered/PO quantity. However LAVA reserves right to decrease or increase the ordered/PO quantity with reasonable notice.

## 5. Taxes

5.1 Unless otherwise specified in this Purchase Order, VENDOR, at its expense, will be solely responsible for and shall timely pay or cause to be paid to the appropriate Governmental Authority in accordance with all applicable Laws, any and all taxes to the extent



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5.2 In case VENDOR fails to pay taxes within the stipulated timeframe as per the GST Law then the same amount shall be recovered from VENDOR account through financial transaction.

5.3 VENDOR shall raise the bill strictly as per the "bill to" mentioned in this Service Order. Any changes in VENDOR address shall also be informed in advance to LAVA.

5.4 Withholding Taxes: All payment to vendor shall be made after deduction of TDS as per applicable laws.

### **6. Insurance**

The VENDORS shall arrange necessary insurance cover for their personnel viz. Engineers, Supervisors, Workers, Tools & Equipment and material engaged for execution of the work at site/factory. LAVA shall not entertain any claim arising out of mishap / mob/ accident etc. which may take place during the course of execution of work by the VENDORS at site/factory. The insurance policy should protect the VENDORS against all claims under the workmen's compensation act 1948 and its amendments thereof. The insurance policy taken by VENDORS shall cover "Third Party Insurance" also.

### **7. Indemnity**

Vendor agrees to indemnify and holds harmless the Company against any and all losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and other costs of legal defense, whether direct or indirect) that may be suffered by Company due to acts, omission or negligence of Vendor.

### **8. Termination**

LAVA has the right to terminate this Purchase Order by issuing a Termination Letter with immediate effect in case vendor breaches any of the terms and conditions of this PO or failure to perform satisfactory services under this Agreement Purchase order

In such cases, the Company shall not be liable to make any payment to VENDORS for the services (delayed / unsatisfactory services) performed by it under this Purchase order .

### **9. Arbitration**

Any dispute arising out of this Purchase order shall be adjudicated/settled by way of Arbitration to by Sole Arbitrator who shall be appointed by Company at its discretion.

### **10. Governing Law & Jurisdiction**

This Purchase Order shall be governed by the laws of India and the courts at Delhi shall have exclusive jurisdiction to decide upon any matter arising under this PO.