



turnkey projects - team of architects & interior designers

PURCHASE ORDER – P.O.No: GPCS/01/04/2023-24					
Date : 21-05-2024					
FIRM : Blast Vendor		Cell Number 1	+91 0871161542		
Address : Blast Vendor Address Registration form		Cell Number 2	+91 0987465343		
		Email ID	blastpersonr@yopmail.com		
		GSTIN	123456789012222		
		Name Of Account			
		Account Number	123456789012345678		
		IFSC CODE	12345678901		
		Bank Name	Blast Bank Name		
Billing Address :		Delivery Address :			
Goldmine Project Consultant & Services LLP		Blast Client			
LII, 208, Sumit Business Off Sant Janabai Marg, Vileparle € Mumbai 400057 Tel : 022 - 66925071/72 ; Fax :022- 28230493 GST TIN : - 27AAVFG7996G1ZE PAN : - AAVFG 7996 G		Blast City CM			
Sr. No	Description	Unit	QTY	Rate	Amount
	Blast Vendor Category as per Estimate				
	BOQ attached				113.00
	Sub Total Before Tax				100.00
	Add GST @ 3.00 %				3.00
	Total Value in Words:				one hundred thirteen only
Deliver Schedule					
1. 15.07.2023 Site Handing over					
Payment Terms					
1. 5% Advance, 5% post Site mobilisation , 10% after signoff of client with Builder, 60% against Running Bills					
10% against handover, 5% after 2 months , 5% after 6 months					
Warranty :					
NOTE 1 : Penalty will be charged if the material found Substained/ Duplicate/ Deviated.					
2: Delayed delivery will charged with penalty and will be deducted as directed by project manager.					



DTC, 4/6, Khatau Wadi, Goregaonkar Lane, Behind Central Plaza Cinema, Charni Road (East), Mumbai.400004.
Tel: +91 22 23866563/65 E-mail: goldmine@goldmine99.com Visit us@ : www.goldmine99.com

TERMS AND CONDITIONS
This Purchase Order (Deed of Agreement) is made and entered into on 01st April , 2023 BETWEEN
Goldmine Project Consultant & Services LLP & Blast Vendor
And whereas for this purpose Goldmine Project Consultant & Services LLP desires to appoint Blast Vendor (Contractors for Interior works)
The Site should be deliver from the date of receiving PO & Delivered on above mentioned delivery address on the
date mentioned above delivery of materils on SITE shuld be with original Tax Invoices.The site will also be referred to as project.
NOW THIS DEED OF AGREEMENT WITNESSES THE TERMS AND CONDITIONS AS FOLLOWS:
1. M/s Goldmine Project Consultant & Services LLP, a Firm incorporated under the provisions of LLP Act, 2008, and having its registered office at LII, 208. Sumit Business , Sant Janabai Marg, Vile parle (E), Mumbai 400 057 , through its director, Mr. Ketan Sheth, hereinafter referred to as the “employer/Client”, which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors, nominees and assigns of the ONE PART.
2. Blast Vendor, a Partnership Firm, represented by its signing authority Mr. Chandreshbhai having its principal place of business at Address :Jyoti Studio Compound, Nana Chowk, Kennedy Bridge, Mumbai 400 007. here in after referred to as the “Contractor/Supplier”(or the short name of the firm, which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors, nominees and assigns of the OTHER PART.
3. Any special condition mentioned in the Purchase Order (PO) shall be read in conjunction with these General Conditions of Purchase and variance with any provisions of the terms of PO shall be deemed to override the provisions of these general conditions and shall to the extent of such repugnancy, or variance, terms of PO shall prevail. a. Material to load & unload till Site floor will be taken care by Contractor/Supplier. b. Every day debris (if any) cleaning & carting away from site. "
4. The Contractor/Supplier shall acknowledge the receipt of the PO within seven days following mailing of the order and shall there by confirm his acceptance of the PO in its entirety without exception. If the Contractor/Supplier fails to acknowledge, he shall be deemed to have accepted the PO, unequivocally.
5. Subject to Clause 1 above, the terms and conditions of POs constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by the authorized representatives of M/s Goldmine Project Consultant (GPCS) and Contractor/supplier.
6. EXAMINATION OF WORK:- Irrespective of fact that the work have been delivered as per GPCS’s instructions, the work shall always be delivered, subject to detailed inspection as per drawing & detail provided, at GPCS’s execution or such other destination as specified in the PO for ascertaining whether the work is in conformity with the PO or not and until then in no event GPCS shall be deemed to have accepted such work and upon any rejection of work in question, the Contractor/Supplier shall be deemed to have failed to deliver the site in accordance with the PO.
7. REJECTION / REMOVAL OF REJECTED WORK AND REPLACEMENT:- GPCS shall have a right to inspect the work during any stage of execution, irrespective of whether the work/material have been inspected by GPCS before the delivery, GPCS shall have a right to reject the work within 15 days from the date of completion /delivery if the final finish does not confirm to P.O. by GPCS. Within 15 days from the receipt of the intimation from GPCS of rejection of the work the contractor/supplier shall replace at his own cost. GPCS shall not be in any way responsible for or be held liable for any loss or deterioration of the rejected work whatsoever and such work shall be at the contractor’s risk entirely.
8. BILL & INVOICES:- Challan cum Invoice is preferred (in triplicate). Challan/Invoice should carry following information (1) Contractor/supplier Code. (2) GST No. (3) PO No. & Date (4) Line Item No. as per our P.O. (5) Material Code No. & Description. (6) Quantity. (7) Rate. (8) Date of mfg / date of shelf life items, (9) Indicate return of GPCS’s material – non invoice able – Work / defective / rejection. While receiving the Work, we will retain first PO copies and third copy will be endorsed and returned. In case Challan and invoice are different, then invoice be submitted to the concerned Accounts Department for invoice verification. REF Format:
9. WARRANTY:- The Contractor/Supplier warrants that all workmanship shall be of the first class quality and the material supplied under POs shall be suitable for the purpose for which the same is to be used. The contactor/Supplier shall guarantee that the work shall be in strict compliance with the specifications and requirements agreed upon and further agrees that all work shall be repaired or replaced as the case may be at his expenses, in case the same have been found to be defective in respect of materials, workmanship, design or process of manufacturing, within a period As mentioned above the P.O. after the same have been put in use from the date of acceptance of the work by GPCS whichever is later.
10. RIGHT OF GPCS TO SET OFF:- GPCS shall be entitled to recover from the contractor any sums due to the GPCS on account of any damages or otherwise whether in respect of Labour work/Supplies under any of the POs, by deduction of sums from the amount due by them to the Contractor/supplier in respect of Supplies made under any earlier or subsequent PO.

11. CANCELLATION :- GPCS reserves the right to cancel the PO or any part thereof and shall be entitled to rescind the PO entirely or in part in a written notice to the Contractor/Supplier if, (i) the Contractor/Supplier fails to work in accordance with the terms of the PO, (ii) the Contractor/Supplier goes bankrupt or goes into liquidation, (iii) the Contractor/Supplier fails to deliver the work on time and / or replace the rejected work promptly, (iv) the Contractor/Supplier makes general assignment for the benefit for the creditors, (v) Receiver is appointed in respect of property of the Contractor/Supplier, GPCS shall also be entitled to cancel this order without assigning any reasons or becoming in any way liable in such cancellation, provided that in such event GPCS shall accept the work already executed in accordance with this order and pay for the same.	
12. NON-WAIVER :- Failure of GPCS to insist upon any of the terms of conditions incorporated in the PO or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify Contractor/Supplier in the event of breach, or the acceptance of or payment, of any work hereunder or approval of design shall not release the Contractor/Supplier and shall not be deemed to waiver of any right of GPCS to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such work regardless of when work delivered on site.	
13. DESIGN & DRAWINGS:- The Work shall be manufactured/Supplied by the Contractor/supplier to CLIENT's design, drawings and specifications (hereinafter collectively referred to as "specifications"). The specifications furnished to the Contractor/Supplier are GPCS's exclusive property and for GPCS's exclusive use. The Contractor/Supplier agrees that he shall have no right to dispute the ownership of GPCS on the specifications. It shall be obligatory on the part of the Contractor/Supplier not to divulge or cause to divulge the process details or manufacture or caused to be manufactured/supplied or enter into any direct or indirect sale of Work, manufactured/supplied on the basis of the Specifications, to any third party nor solicit or entertain any enquiries for these Work, at any time hereunder. Any enquiries received by the Contractor/Supplier for the Work / parts of Work, howsoever should be forwarded to GPCS forthwith. Contractor's/Supplier's failure to carry out the obligations herein shall mean breach of PO which shall entitle us for injunctive relief and also to claim damages for such breach.	
14. NO ASSIGNMENT:- Purchase Orders shall not be assigned to any other party by the Contractor/Supplier without obtaining prior written consent of GPCS.	
15. DISPUTES AND JURISDICTION OF MUMBAI COURTS:- This agreement and the POs issued under this agreement shall be subject to exclusive jurisdiction of courts situated within the limits of Greater Mumbai. Neither the Contractor/Supplier nor GPCS shall take or adopt any legal proceedings to enforce any claim against the other relating to this order to arising there from in any Court other than the Court of Competent jurisdiction located within the limits of Greater Mumbai.	
16. ARBITRATION:- All disputes between the Contractor/Supplier and GPCS, either under or in relation to these general conditions of Purchase or any PO in particular shall be referred for arbitration in accordance with provisions of Arbitration and Conciliation Act, 1996, by reference to sole Arbitrator, who shall be appointed by GPCS. The Contractor/Supplier shall concur in the appointment of Arbitrator made by GPCS and Contractor/Supplier shall have no right to dispute such appointment. The venue of arbitration shall be Mumbai.	
17. Mathadi cost will be scope of Contractor / Supplier. The cost for all material clearance, material clearance from entry gate and all mathadi charges to be given by the Contractor/Supplier,(GPCS will not be involved)	
18. Labor quantity to be supplied on site as per Project demand. The Contractor/Supplier will be charged penalty if the labour power is not provided on site as informend by the project manager in charge.	
19. Any Payments or settlements to Labour will be responsibility of the Contractor. And the Contractor/Supplier Indemnify's GPCS from any such claims arising in future. The Contractor also confirms that GPCS will not be responsible to handle any Labour Court or Labour union matters. it will be strictly handled and settled by the Contractor himself.	
20. ESIC, PF, PT & Work Man compensation is included in the cost mentioned above .	
21. Any direct communication to client or approaching client directly is strictly prohibited. The Contractor undertakes any direct work undertaken by him compensation for Business loss with mutually decided and paid to goldmine	
22. Additional terms and conditions of Client shall also be part of this agreement. Since the contract is a back to back arrangement	
<i>**Force majeure: Completion date shall be suitably extended only in case of Force Majeure – defined as disturbance due to, earthquake, flood, storm, war, civil disturbance or any inevitable accident or any other irresistible force or an act of God.</i>	
Blast Vendor	Goldmine Project Consultant & Services LLP Costing & Finance
(Sign & Stamp)	(Shailesh Pandya & Ganesh Bangera)