29/08/2021 Purchase Order



# THE ODISHA AGRO INDUSTRIES CORPORATION LTD

(A Government of Odisha Undertaking)
Regd. Office: 95, Satyanagar, Bhubaneswar-751007
www.orissaagro.com

# OFFICE OF THE DISTRICT MANAGER, SAMBALPUR

The Odisha Agro Industries Corp.Ltd.At/po.Balia via.Sambalpur Near C.D.A.O.Office Dist.Sambalpur Pin.756056 Email-ID: , Contact Number: 6370950287 / 1234567890

# **PURCHASE ORDER**

PO No.: SLR/PO/2021-22/6 Date: 26-08-2021

VENDOR DETAILS	FARMER DETAILS				
NEW LAGAL NAME	Permit No.: Jana-Tra-0005/FID/2021-22				
Old town, Bhubaneswar, Odisha	Name of the Farmer: Sukanta Nayak				
E-mail: prittamsingh17@gmail.com	Son/Daughter/Wife of: Shyam sundar Nayak				
Phone No.: 9937603907	Village: SINKLAMUNDA				
GSTIN: GST8986789099JK	GP: BADMAL				
	Block: JAMANKIRA				
	District: SAMBALPUR				
BILL TO	SHIP TO / CONSIGNEE				
OFFICE OF THE DISTRICT MANAGER, SAMBALPUR	OFFICE OF THE DISTRICT MANAGER, SAMBALPUR				
The Odisha Agro Industries Corp.Ltd.At/po.Balia via.Sambalpur	The Odisha Agro Industries Corp.Ltd.At/po.Balia via.Sambalpur				
Near C.D.A.O.Office Dist.Sambalpur Pin.756056	Near C.D.A.O.Office Dist.Sambalpur Pin.756056				
GSTIN: 21AABCT5432F2ZT	GSTIN: 21AABCT5432F2ZT				

SI No	Description of Goods	Quantity	Unit	Rate per Unit (₹)	Taxable Value (₹)	GST Rate	CGST (₹)	SGST (₹)	Invoice Value (₹)
1	Implement- Tractor Make- M&M Model- 475 DI MKM(Sarapanch)	1		536,946.43	536,946.43	12%	32,216.79	32,216.79	601,380

# Terms & Conditions.

## 1. ACKNOWLEDGEMENT

Acknowledgement of acceptance of the purchase order must be sent to OAIC LTD. within 7 days from the date of receipt of the Order, failing which it shall be deemed that the Order has been accepted by the supplier in full.

The Purchase Order No. and date should be quoted in all correspondences including the dispatch documents and invoices.

## 2. SUB-LETTING OF THE CONTRACT

No part of the contract nor any share or interest therein shall, in any manner or degree, be transferred, assigned or sub-let by the Seller directly or indirectly to any person, firm or corporation whatsoever without the consent of OAIC LTD. in writing.

# 3. **PRICE(S):**

The Price mentioned in the Purchase Order will remain firm and fixed till complete execution of the Order unless otherwise specified elsewhere in the Order. However statutory variations, if any in taxes, duties and levies during contractual delivery period only, may be considered against documentary evidence.

# 4. **DELIVERY**

Delivery period is the essence of the contract and the materials should be dispatched within this time, failing which, OAIC LTD. without prejudice to its rights under the contract shall have the option to cancel the Order and purchase the materials from alternative source at the risk and cost of the supplier.

## **5. ALTERNATIVE ARRANGEMENTS**

If the Seller fails to fulfill the terms and conditions of the order, OAIC LTD. shall have the right to procure the materials from any other party for execution/completion of the contract and recover from Seller all charges/expenses/losses/damages suffered by OAIC LTD., at the risk and cost of the Seller after giving prior notice to the seller. This will be without prejudice to the rights of OAIC

29/08/2021 Purchase Order

LTD. for any other action including termination.

#### 6. TERMINATION

OAIC LTD. shall have the right to terminate the contract by giving prior notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, OAIC LTD. will have right to terminate the contract by written notice to the Seller. Further OAIC LTD. shall have the right to terminate the contract or any part thereof by written notice to the seller in the event of any direction or restriction imposed by the Govt. of India/State Govt which may affect the Contract.

#### 7. INSPECTION

Unless and otherwise specified, inspection of materials will be carried out at OAIC LTD. premises and OAIC LTD. decision regarding acceptance or rejection shall be final.

#### 8. CONSIGNEE

All consignments shall be booked to consignee as specified in the Purchase Order.

# 9. TRANSIT RISK:

All supplies are to be duly insured against loss and damage in course of transit and OAIC LTD shall not be responsible for any damage and loss to be caused to the Seller during transit

#### 10. **DESPATCH INTIMATION/BILLING:**

Delivery Challan/Invoice shall be sent to the OAIC LTD. so as to reach immediately.

#### 11. **TDS**

GST TDS @ 2% (1% CGST+1% SGST) on taxable value shall be deducted wherever applicable as per Section 51 of the CGST Act, 2017.

Income Tax TDS @ 0.1% on taxable value shall be deducted wherever applicable as per Section 194Q of the Income Tax Act, 1961.

### 12. WARRANTY

The materials shall conform to specifications for satisfactory performance under normal conditions and carry a warranty against any faulty design, wrong specification or defective materials for a period of 12 months or any other period as per manufacturer's specification from the date of putting into use or from the date of dispatch whichever is earlier. The amount due against this Order can be recovered from or adjusted against any outstanding sums that may be due from OAIC LTD. to the seller on any account and without prejudice to any other rights of OAIC LTD.

## 13. ARBITRATION

In case of any dispute or difference arising out of the contract which cannot be resolved mutually between OAIC Ltd. and Seller, it shall be referred to a Sole Arbitrator to be appointed by the MD, OAIC Ltd. The Arbitrator shall give a reasoned and speaking award. The award of the Arbitrator shall be binding on both the parties. The venue of arbitration shall be at Bhubaneswar. The Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings.

The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Bhubaneswar only.

For Odisha Agro Industries Corporation Ltd.

**District Manager/Divisional Head**