|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | **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**  Industrial Estate, Bariapali, Samablpur-768006  E-mail: dmsambalpur@orissaagro.com | | | | | | **PURCHASE ORDER** | | | |
| **PO No.: SLR/PO/2021-22/001**  **Date: 01-04-2021** | | | |
| **VENDOR DETAILS** | | | | | | **FARMER DETAILS** | | | | | |
| **ACHYUTA AUTOMOBILE**  Kacheri Road,  Balasore-75002  E-mail:  Phone No.:  GSTIN: | | | | | | Permit No.:  Name of the Farmer:  Son/Daughter/Wife of:  Village:  GP:  Block:  District: | | | | | |
| **BILL TO** | | | | | | **SHIP TO / CONSIGNEE** | | | | | |
| **OFFICE OF THE DISTRICT MANAGER, SAMBALPUR**  Industrial Estate, Bariapali, Samablpur-768006  E-mail: [dmsambalpur@orissaagro.com](mailto:dmsambalpur@orissaagro.com)  GSTIN: 21AABCT5432F2ZT | | | | | | **OFFICE OF THE DISTRICT MANAGER, SAMBALPUR**  Industrial Estate, Bariapali, Samablpur-768006  E-mail: [dmsambalpur@orissaagro.com](mailto:dmsambalpur@orissaagro.com)  GSTIN: 21AABCT5432F2ZT | | | | | |
| **Sl. No.** | **Description of Goods** | | **Quantity** | **Unit** | **Rate per Unit (`)** | **Taxable Value (`)** | **GST Rate** | | **CGST (`)** | **SGST (`)** | **Invoice Value (`)** |
| 1 | Implement-Tractor  Make-M&M  Model-Mahindra  Bhhomiputra | | 1 | Nos. | 1,00,000.00 | 1,00,000.00 | 12% | | 6,000.00 | 6,000.00 | 1,12,000.00 |
| **TOTAL** | | | | | | **3,50,000.00** |  | | **21,000.00** | **21,000.00** | **3,92,000.00** |
| **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.   1. **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.   1. **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. 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. 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 LTD. for any other action including termination. 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. 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. CONSIGNEE: All consignments shall be booked to consignee as specified in the Purchase Order. 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. DESPATCH INTIMATION/BILLING: Delivery Challan/Invoice shall be sent to the OAIC LTD. so as to reach immediately. 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. 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. 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** | | | | | | | | | | | |