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**Baazar Retail Limited - WB**

493B, G.T. Road Warehouse No. M7 Bengal Jute Mill Compound  
HOWRAH, WEST BENGAL, 711102  
3326411906.00

**Purchase Order**

<b>CIN</b>	: U74110WB2018PTC228448	<b>GSTIN</b>	:	19AAGCS8862B1Z3[19 -West Bengal]	
<b>Supplier</b>	: <b>Saraswati Sarees. Saree (0507)</b>	<b>Company</b>	:	Baazar Retail Private Limited	
<b>Address</b>	: "196, B, C. R AvenueNear Ram Mandir" KOLKATA 700007	<b>Order No.</b>	:	<b>PO/00009144/18-19</b>	<b>Date</b> : 02-02-2019
		<b>Document No.</b>	:	020219/12191815	
<b>GSTIN</b>	: 19AJXPM5075H1ZF <b>GST State</b> : West Bengal( 19 )	<b>Valid From</b>	:	07-02-2019	<b>Valid Upto</b> : 02-02-2019
<b>Order No.</b>	: Baazar Retail Private Limited	<b>Currency</b>	:	Rupees	<b>Exchange Rate</b> : 1
<b>Marchandise</b>	: []				
<b>r</b>					

Department										Brand
Ladies Saree (Synthetic) - (LS)										
Fancy										
SIL-BASIC [SRF-03]										SARASWATI
Set Barcode	No. Of Color		Single Set Qty.		Total No. Of Set		Set Order Qty.		Set Value	
Barcode	HSN	Description	Colour	Size	Design No.	NB of Per Pcs. Set	MRP Per Barcode	Ord. Qty. /Barcode	Rate Per Barcode	Basic Amt
<b>S\$0016591319</b>		<b>1.00</b>		<b>4.00</b>			<b>25.00</b>	<b>100.00</b>		<b>40000.00</b>
W11732290	540744.0	GEORGETTE SABAR- 12 DESIGNER S1-19	MULTI COLOUR	6.30MTR	BK1	4.00	699.00	100.00	400.00	40000.00
<b>S\$0016591322</b>		<b>1.00</b>		<b>4.00</b>			<b>75.00</b>	<b>300.00</b>		<b>114000.00</b>
W11732300	540744.0	GEORGETTE DESIGNER - S1-19	MULTI COLOUR	6.30MTR	BK10/MIX	4.00	699.00	300.00	380.00	114000.00
<b>S\$0016591325</b>		<b>1.00</b>		<b>4.00</b>			<b>25.00</b>	<b>100.00</b>		<b>30000.00</b>
W11732310	540744.0	GEORGETTE DESIGNER - S1-19	MULTI COLOUR	6.30MTR	BK2/ANOKHI	4.00	499.00	100.00	300.00	30000.00
<b>S\$0016591328</b>		<b>1.00</b>		<b>4.00</b>			<b>25.00</b>	<b>100.00</b>		<b>35000.00</b>
W11732320	540744.0	GEORGETTE DESIGNER - S1-19	MULTI COLOUR	6.30MTR	BK3/BALIKA BADHU	4.00	599.00	100.00	350.00	35000.00
<b>S\$0016591331</b>		<b>1.00</b>		<b>4.00</b>			<b>15.00</b>	<b>60.00</b>		<b>24000.00</b>
W11732330	540744.0	GEORGETTE WOOL EMBROIDERRY - S1-19	MULTI COLOUR	6.30MTR	BK4/NAJLEEN MIX	4.00	699.00	60.00	400.00	24000.00
<b>S\$0016591334</b>		<b>1.00</b>		<b>4.00</b>			<b>25.00</b>	<b>100.00</b>		<b>42500.00</b>
W11732340	540744.0	GEORGETTE WOOL EMBROIDERRY - S1-19	MULTI COLOUR	6.30MTR	BK5/PATAKHA	4.00	799.00	100.00	425.00	42500.00
<b>S\$0016591337</b>		<b>1.00</b>		<b>4.00</b>			<b>25.00</b>	<b>100.00</b>		<b>42500.00</b>
W11732350	540744.0	GEORGETTE WOOL EMBROIDERRY - S1-19	MULTI COLOUR	6.30MTR	BK6/SIENNA	4.00	799.00	100.00	425.00	42500.00
<b>S\$0016591340</b>		<b>1.00</b>		<b>4.00</b>			<b>36.00</b>	<b>144.00</b>		<b>28800.00</b>
W11732360	540744.0	GEORGETTE PRINT LESS BORDER - S1-19	MULTI COLOUR	6.30MTR	BK7/RASILI	4.00	350.00	144.00	200.00	28800.00
<b>S\$0016591343</b>		<b>1.00</b>		<b>4.00</b>			<b>30.00</b>	<b>120.00</b>		<b>28200.00</b>
W11732370	540744.0	GEORGETTE MIX PRINT LESS BORDER S1-19	MULTI COLOUR	6.30MTR	BK8	4.00	399.00	120.00	235.00	28200.00
<b>S\$0016591346</b>		<b>1.00</b>		<b>4.00</b>			<b>30.00</b>	<b>120.00</b>		<b>36000.00</b>
W11732380	540744.0	GEORGETTE MIX PRINT PATTI S1-19	MULTI COLOUR	6.30MTR	BK9	4.00	499.00	120.00	300.00	36000.00
<b>Total</b>								<b>1244</b>		<b>421000</b>
Rate Diff Local GST						[ @ 0 on 421000 ]		0.00		
Short Local GST						[ @ 0 on 421000 ]		0.00		
State GST (SGST)						[ @ 2.50% on 421000 ]		10525.00		

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HOWRAH, WEST BENGAL, 711102  
3326411906.00

## Purchase Order

CIN : U74110WB2018PTC228448 GSTIN : 19AAGCS8862B1Z3[19 -West Bengal]

Set Barcode		No. Of Color		Single Set Qty.		Total No. Of Set		Set Order Qty.		Set Value
Barcode	HSN	Description	Colour	Size	Design No.	NB of Per Pcs. Set	MRP Per Barcode	Ord. Qty. /Barcode	Rate Per Barcode	Basic Amt
Central GST (CGST)						[ @ 2.50% on 421000 ]				10525.00
Net Amount										442,050.00

**Amount in Words : Rs. Four lakh forty-two thousand fifty Only**

- 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.
- The Vendor shall acknowledge the receipt of the PO within seven days following mailing of the order and shall thereby confirm his acceptance of the PO in its entirety without exception. If the Vendor fails to acknowledge the same within 2 working days, he shall be deemed to have accepted the PO, unequivocally
- The vendor shall duly fill the vendor registration form, along with attested copies of PAN, GST Registration certificate, Address Proof, MSME Registration certificate/declaration of interest waiver, Cancelled Cheque, communication address, email, contact person etc. At all time, it shall be responsibility of vendor/supplier to keep BRPL informed with documentary evidence for any changes in its entity structure/constitution/availing and or cancellation of any statutory registration (e.g. MSME) and indemnify BRPL against any liability arising in this regard.
- 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 Baazar Retail Private Limited (BRPL) and the Vendor.
- DELIVERY TERMS:
  - Delivery Date: Time of delivery as mentioned in the PO, shall be the essence of the PO and no variation shall be permitted, except with prior authorization in writing from BRPL.
  - Place of Delivery: The goods shall be delivered / dispatched strictly as per the instructions in the PO. All materials are to be delivered at the designated delivery place within the time stipulated by the receiving stores.
  - Delivery of materials against Advance Shipping Note: Vendor shall ensure that Materials are delivered only against Advance Shipping Note (ASN). For obtaining ASN, vendors are required to share Invoice copy and PO Number with BRPL's ASN department at asn@baazarkolkata.com or call on 09073910278, 09073910279.
  - Delayed Delivery: The time and date of delivery as stipulated in the order shall be deemed to be the essence of the PO. In case of delay in execution of the order beyond the date of delivery as stipulated in the order or any extension sanctioned, BRPL shall at its option either: i. Accept delayed deliveries at price reduced by a sum / percentage mentioned in the PO for every week of delay or part thereof and/or ii. Cancel the order in part or in full and purchase such cancelled quantities from elsewhere on account of and at the risk of the Vendor without prejudice to his rights under (i) above in respect of Goods delivered.
  - The goods shall correspond with the description or the samples or the original specification thereof, as the case may be, in full detail and must be delivered and dispatched within the stipulated time and manner in which packaging specifications confirmed by BRPL otherwise, the same shall be liable to be rejected and the Vendor shall be deemed to have wrongfully neglected to deliver the Goods according to the PO. BRPL shall in that event, at discretion, be entitled to either purchase such goods from other sources on Vendor's account in which case the Vendor shall be liable to pay to BRPL any difference between the price at which such Goods have been purchased and the price calculated at the rate set out in corresponding related purchase order or to hold the Vendor liable to pay BRPL damages for non-delivery of Goods for such wrongful negligence, as the case may be.
  - Packing: Goods supplied against orders must be suitably and properly packed, (conforming to special conditions stipulated by BRPL, if any) for safe and / or undamaged transport by road or rail or air.
    - Penal periodicity as mentioned in clause 5.c.i for delay in delivery shall be subject to revision as per the exclusive discretion of BRPL.
    - Baazar Retail Private Limited (BRPL) may at its own discretion modify delivery date/incoterms which will be communicated in writing without any price escalation and shall be binding on vendor.
- Vendor acknowledges that validity of ASN is 2 days from the date of issuance by BRPL within which Vendor is expected to dispatch the materials. BRPL reserves right to reject the materials in the event materials are delivered post expiry of ASN and resulting in delayed delivery. For such instances, vendors are requested to obtain fresh ASN from BRPL. Vendor shall share shipment details with ASN department at above mentioned correspondence.
- DELAYS DUE TO FORCE MAJEURE: In the event of causes of force majeure occurring within the agreed delivery terms, the delivery date can be modified by BRPL on receipt of application from the vendor on such Terms and Conditions as may be decided by BRPL. Only those causes which depend on Natural Calamities, Civil Wars and national strikes which have duration of more than seven consecutive calendar days are considered force majeure. The vendor must advise BRPL by a registered letter duly certified by the local Chamber of Commerce or Statutory Authorities, the beginning and the end of the cause/s of delay immediately, but in no case later than 4 days from the beginning and the end of each cause of force majeure as defined above.
- LIQUIDATED DAMAGES: The Vendor shall pay BRPL a sum by way of liquidated damages for each day between the Agreed Delivery Date and the date on which the Goods are delivered to BRPL, equal to 10% of the Purchase Order Price for the relevant Goods.
- EXAMINATION OF GOODS: Irrespective of fact that the Goods have been delivered or / are dispatched as per BRPL's instructions, the Goods shall always be supplied, subject to detailed inspection upon receipt, at BRPL's Works or such other destination as specified in the PO for ascertaining whether the Goods are in conformity with the PO or not and until then in no event BRPL shall be deemed to have accepted such Goods and upon any rejection of Goods in question, the Vendor shall be deemed to have failed to deliver the concerned Goods in accordance with the PO.

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Set Barcode		No. Of Color		Single Set Qty.		Total No. Of Set		Set Order Qty.		Set Value	
Barcode	HSN	Description	Colour	Size	Design No.	NB of Per Pcs. Set	MRP Per Barcode	Ord. Qty. /Barcode	Rate Per Barcode	Basic Amt	

9. REJECTION / REMOVAL OF REJECTED GOODS AND REPLACEMENT: Baazar Retail Private Limited (BRPL) shall have a right to inspect the Goods during any stage of activity, irrespective of whether the Goods have been inspected by BRPL before/after the dispatch, BRPL shall have a right to reject the goods within 15 working days from the date of receipt of Goods by BRPL if the Goods do not conform to the PO specification. Within 15 days from the receipt of the intimation from BRPL of rejection of the Goods, the vendor shall remove at his own cost the rejected Goods from the place indicated by BRPL. BRPL shall not be in any way responsible for or be held liable for any loss or deterioration of the rejected Goods whatsoever and such Goods shall be at the Vendor's risk entirely, the Vendor shall pay to the BRPL reasonable storage charges for storing such rejected Goods for a period exceeding 15 days as aforesaid. For the rejected goods, BRPL will issue a Debit Note and the vendor shall issue a corresponding credit note immediately on actual receipt of materials by the vendor. In the event of delay in receipt of Credit note by BRPL beyond a period of 30 days, vendor's account shall be liable for the temporary suspension.

10. BILL & INVOICES: Challan cum Invoice is preferred (in triplicate). Challan/Invoice should carry following information (1) Vendor Code, (2) GST registration no., (3) PO No. & Date, (4) Line Item No. as per BRPL PO, (5) Material Code No. & Description, (6) Quantity, (7) Rate, (8) GST (if applicable) to be calculated and rounded off at each line item, (9) Date of mfg / date of shelf life items (if any). While receiving the goods, we will retain first two copies and third copy will be endorsed and returned. In case dissimilarity in challan and invoice, then invoice be submitted to the concerned Department for invoice verification The vendor shall provide duly attested accounts confirmation at the time of submission of every invoice.

In case of delay in payment beyond 180 days, on account of any reason/responsibility/defect/fault of the Vendor, interest on the tax liability arising on BRPL for GST reversal shall be borne by Vendor. BRPL reserves the right to withhold payment due to Non filing of GST return as per tax invoice supplied to BRPL and the supplier's account shall be liable for temporary suspended unless the same is rectified.

### 11. ASSIGNMENT AND SUBCONTRACTING

a. Supplier may not assign any of its rights or delegate any of its obligations under the Purchase Order without BRPL's prior written consent, which BRPL will not unreasonably withhold. BRPL may, at its option, void any attempted assignment or delegation undertaken without BRPL's prior written consent.

b. Supplier may not subcontract any of its rights or obligations under the Purchase Order without BRPL's prior written consent.

If BRPL consents to the use of a Subcontractor, Supplier will:

(i) under all circumstances guarantee and will remain liable for the full performance of all subcontracted obligations;

(ii) indemnify BRPL for all damages and costs of any kind, subject to the limitations in clause 12 (Indemnification), incurred by BRPL or any third party and caused by the acts and omissions of Vendor's/Supplier's Subcontractors' and

(iii) make all payments to its Subcontractors. If Vendor/Supplier fails to timely pay a Subcontractor for work performed, BRPL will have the right, but not the obligation, to pay the Subcontractor and offset any amount due to Vendor/Supplier by any amount paid to the Subcontractor. Vendor/Supplier will defend, indemnify and hold BRPL harmless for all damages and costs of any kind, without limitation, incurred by BRPL and caused by endor's/Supplier's failure to pay any Subcontractor.

c. To the extent allowed by applicable law, no person who is not a party to Purchase Order shall be entitled to enforce or take the benefit of any of its terms whether as a result of applicable legislation, custom or otherwise.

12. INSURANCE: The Vendor/Supplier/Subcontractor Shall take necessary insurance policy of appropriate value so as to cover all risk, workmen compensation, third party liability and such other risks required as per the statute and keep BRPL indemnified from any liabilities on account of injury / loss of life of construction labor/personnel etc.

13. SAFETY AND SECURITY: The Vendor/Supplier/Subcontractor shall be responsible for the safety and security of his men and material. Vendor/Supplier/Subcontractor shall provide safety equipment to all your team members. The Vendor/Supplier/Subcontractor shall provide adequate coverage against any accident met by its team member during the period of the contract. You shall indemnify BRPL against any claim arising in this regard.

14. WARRANTY: The vendor warrants that all materials and or 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 vendor shall guarantee that the material shall be in strict compliance with the specifications and requirements agreed upon and further agrees that all materials / goods 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 etc, within a period of 6 months after the same have been put in use or 12 months from the date of acceptance of the Goods by BRPL whichever is earlier.

15. RIGHT OF BRPL TO SET OFF : BRPL shall be entitled to recover from the Vendor any sum/s due to the BRPL on account of any damage/s or otherwise whether in respect of supplies under any of the POs, by deduction of sums from the amount due by them to the Vendor in respect of supplies made under any earlier or subsequent PO.

16. CANCELLATION: BRPL 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 Vendor if, (i) the Vendor fails to supply in accordance with the terms of the PO, (ii) the Vendor goes bankrupt or goes into liquidation, (iii) the Vendor fails to deliver the Goods on time and / or replace the rejected Goods promptly, (iv) the Vendor makes general assignment for the benefit for the creditors, (v) Receiver is appointed in respect of property of the Vendor, BRPL shall also be entitled to cancel this order without assigning any reasons/s or becoming in any way liable for such cancellation, provided that in such event BRPL shall accept the Goods already manufactured as on the date of intimation of cancellation in accordance with the said order.

17. NON-WAIVER: Failure of BRPL 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 Vendor in the event of breach, or the acceptance of or payment, of any Goods hereunder or approval of design shall not release the Vendor and shall not be deemed to waiver of any right of BRPL to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such Goods regardless of when Goods are dispatched, received or accepted.

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### 18. DESIGN & DRAWINGS:

- The goods shall be manufactured by the Vendor to BRPL's design, drawings, samples as approved by BRPL authorized officials and specifications (hereinafter collectively referred to as "specifications"). The specifications furnished to the Vendor are BRPL's exclusive property and for BRPL's exclusive use only. The vendor agrees that he shall have no right to dispute the ownership of BRPL on the specifications under all circumstances. It shall be obligatory on the part of the Vendor not to divulge or cause to divulge the process details or manufacture or caused to be manufactured or enter into any direct or indirect sale of Goods, manufactured on the basis of the Specifications, to any third party nor solicit or entertain any enquiries for these goods, at any time hereunder. Any enquiries received by the Vendor for the Goods / parts of Goods, howsoever should be forwarded to BRPL forthwith. Vendor'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.
- Any brand/design artwork/any other matter shared in accordance with business arrangements shall at all time remain BRPL's property. Vendor shall maintain confidentiality and shall not use/share such confidential details in the manner without prior consent of BRPL
- Vendor shall destroy any left over tags/care label/bar code/packing materials/or any other tags as may be issued by BRPL by physically destroying it in a manner that it cannot be re-used. Vendor shall inform BRPL in the event of any excess production of apparel/merchandise over an above PO Quantity. Vendor shall not liquidate such excess stock in open market without prior written approval of BRPL or 6 months from the date of product launch by BRPL at its store.

19. COMPLIANCE WITH LAW: The service provider shall be solely responsible for Statutory Compliance in respect to all applicable laws of the land of India which interalia includes Central/ State Labour Laws and Regulation/ Rules made there under including but not limited to The Minimum Wages Act & Rules and orders and notifications issued there under from time to time, Contract Labour (Regulation & Abolition) Act, 1970 with rules, orders and notifications made there under, Industrial Disputes Act, 1947 with rules, orders and notifications issued there under from time to time, Workmen's Compensation Act 1923 with rules, orders and notifications issued there under from time to time, The Factories Act 1948 or The Shops and Establishment Act whichever is applicable with rules, orders and notifications issued there under from time to time, Payment of Gratuity Act, 1972 with rules, orders and notifications issued there under from time to time, Payment of Wages Act 1936 with rules, orders and notifications issued there under from time to time, Provident Fund Act with rules, orders and notifications issued there under from time to time, Employees State Insurance Act, 1948 with rules, orders and notifications issued there under from time to time, Employment Exchanges (Compulsory Notification Of Vacancies) Act, 1959 with rules, orders and notifications issued there under from time to time, Industrial Employment (Standing Orders) Act, 1961 with rules, orders and notifications issued there under from time to time, Payment of Bonus Act, 1965 with rules, orders and notifications issued there under from time to time, The Building and Other Construction Workers' (Regulation of Employment and Conditions of Services) Act & rules, All other Acts/rules/regulations, byelaws, orders, notifications, etc. present or future applicable to the Contractor from time to time for performing the aforesaid services/responsibilities, Tax on Professions, Income Tax Act India 1961.

20. NO ASSIGNMENT: Purchase Orders shall not be assigned to any other party by the vendor without obtaining prior written consent of BRPL.

21. CONFIDENTIAL INFORMATION: Each Party shall treat all Confidential Information belonging to the other Party as confidential and use all reasonable endeavors to prevent their Staff from making any disclosure to any person of any such Confidential Information and not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of either Party's obligations under the Contract or except where disclosure is otherwise expressly permitted by the provisions of the Contract.

22. DISPUTES AND JURISDICTION OF COURTS : This PO issued shall be subject to exclusive jurisdiction of courts situated within the limits of Kolkata. Neither the Vendor nor BRPL 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 Kolkata, West-Bengal. Vendor/Supplier shall communicate in writing to BRPL in not less than 90 days in advance before initiating any legal proceedings or law suit.

23. ARBITRATION: All disputes between the Vendor and BRPL, 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 The Arbitration and Conciliation Act, 1996, by reference to sole Arbitrator, who shall be appointed by BRPL. The vendor shall concur in the appointment of Arbitrator made by BRPL and vendor shall have no right to dispute such appointment. The venue of arbitration shall be Kolkata, West-Bengal.

**\*\* For taking ASN please contact on**

**asn@baazarkolkata.com or Call on +91**

**9073910278, 9073910279**

**For Baazar Retail Private Limited**

Prepared By Satyabrata Giri [BRL/01/6834] 02-02-2019	Checked By	Delivered By	Authorized Signatory
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