

**BENNETT, COLEMAN & CO. LTD**

M/s TV DIV Mumbai

6TH FLOOR, TOWER 1, EQUINOX BUSINESS PARK, OFF BKC, LBS MARG

AMBEDKAR ROAD, KURLA WEST, Mumbai

Maharashtra - 400070

CIN : U22120MH1913PLC000391 PAN : AAACB4373Q

GSTIN NO.: 27AAACB4373Q1Z8

**Purchase Order**

PO01 - MATERIAL / SERVICES

PO NUMBER : 2100661695 - 0

PO DATE : 11.03.2020

20085291

M/s WINGS BRAND ACTIVATIONS INDIA

PRIVATE LIMITED

8048 ANTARISHK THAKUR HOUSE

ANDHERI EAST

MUMBAI 400059

BUYER : BALGOVIND SARMA

balgovind.sharma@timesgroup.com

BUYER TEL. NO. :

PUR. GRP : BCA\_PROG

DELIVERY DATE :05.03.2020

DELIVERY ADDRESS:

M/s

TV DIV Mumbai

Bennett, Coleman &amp; CO. LTD.

6TH FLOOR, TOWER 1, EQUINOX BUSINES

AMBEDKAR ROAD, KURLA WEST

MUMBAI 400070

INDIA

GSTIN NO. :27AAACW7753PIZJ

PAN NO. :AAACW7753P

GSTIN : 27AAACB4373Q1Z8

**TERMS OF PAYMENT** : WITHIN 15 DAYS FROM DATE OF RECEIPT**Please arrange to supply the following items/materials/services subject to terms and conditions printed herein**

Item	Material Code/HSN SAC Code	Order Qty.	PER	UOM	Rate in INR	Value in INR
00010	1700000000585 / BCA EVENT AGENCY Project - BOB User Name :- Wilbur / Shrinivas	1	1	NO	88,220.00	88,220.00
Total net item value in INR						88,220.00
Taxes on the PO CGST/SGST@18%						15,879.60
Total Landed Cost						104,099.60
Total Contract Value in INR						104,100.00

Materials along with invoices/challans shall ONLY be submitted to local B&C on all working days between 0930 hrs to 1700 hrs. Please quote the correct document no. on all your invoices/challans . Non-acceptance of this document no. shall be conveyed to us within 7 days of this document. If nothing to contrary is heard, this document and its content shall deemed to have been accepted by you.

**For BENNETT, COLEMAN & CO. LTD**

HIREN KAPADIA

Authorised by

**All communications shall ONLY be addressed to the buyer along with the name of the Purchasing Group citing the CONTRACT/PO no. (if required).**

# ANNEXURE TO PURCHASE ORDER NO. 2100661695

## TERMS AND CONDITIONS

The term "Buyer" shall hereinafter refer to BENNETT, COLEMAN & CO. LTD, and the term "Seller" shall refer to the party on whom this Order has been placed. The terms "Buyer" and "Seller" shall include their respective Successors and Assigns.

1. The Seller shall acknowledge the receipt of the Purchase Order within 7 days of receipt following the mail of this order and shall thereby confirm his acceptance of this Purchase Order in its entirety. With Seller's acceptance of provisions of this purchase order, Seller waives any of his general terms and conditions of sale, which are repugnant to the terms hereof.

If the Purchase Order acceptance is not received within 7 days of mailing the order, it shall be deemed to have been accepted.

2. The Seller will ensure that goods and services supplied/provided by him against this Purchase Order are strictly in accordance with the specifications, specified quality standards and the stipulated delivery schedule mentioned in this Purchase Order. The reference to goods supplied by these presents shall be read as services provided in case the Purchase Order pertains to services and reference to term Seller Seller would mean provider of such services.

3. The Seller shall be responsible for any goods delivered which are not in consonance with the Purchase Order.

4. Any special terms and conditions mentioned in the Purchase Order shall be read in conjunction with the general terms and conditions and all other documents forming part of this contract. Where any portion of general terms and conditions is repugnant to or at variance with any provisions of special terms and conditions, special terms and conditions shall be deemed to override the provisions of general terms and conditions and shall, to the extent of the repugnancy or variance, prevail.

5. The terms and conditions herein can be modified or cancelled in writing only to be signed by both the parties.

### 6. DELIVERY TERMS:

a) The delivery schedule as mentioned in this Purchase Order or intimated separately shall be the essence of the contract and no variation shall be permitted, except with prior authorization in writing from the Buyer.

b) The goods shall be delivered/dispatched strictly as mentioned in the purchase order and the material will be accepted at the Buyer's respective stores on working days only, between 10 AM to 4 PM from Monday to Friday. No deliveries will be accepted on Saturdays and Holidays unless specifically agreed upon in writing by the buyer.

c) Seller will ensure that a Delivery Challan shall accompany every delivery against this Order.

### 7. WEIGHMENT, INSPECTION, REJECTION AND REPLACEMENT:

a) The Buyer's weighment of goods supplied by Seller is final and binding. Significant weight variations, if any, will be settled at the Buyer's discretion.

b) Goods received at the Buyer's Stores or any other receiving department, will be deemed to have been accepted subject to subsequent inspection. The Buyer reserves his right to reject goods found not in conformity with his specifications. Material found defective subsequent to inspection, shall also be replaced free of cost by Seller. The Buyer shall intimate the Seller their decision in this regard within 30 days from the date of delivery.

c) The rejected material shall be replaced or amount thereof refunded to the Buyer within 15 days from the receipt of our intimation of rejection.

d) All rejected materials shall be removed by the Seller from the Buyer's premises within 15 days from the date of receipt of intimation of rejection; failing which the Buyer will not be liable for any loss or deterioration of the rejected goods whatsoever and such goods shall remain at the Buyer's premises solely at the seller's risk.

### 8. INSURANCE, PACKING AND DELIVERY:

a) The Buyer shall arrange insurance cover of all upcountry consignments. On delivery of the goods to the carrier, Seller should send the relevant details regarding challans, invoices, G.C. Notes etc., to enable the Buyer to arrange for the necessary insurance cover at his end. The Seller will also ensure that in the event of the material being dispatched by road transport no cover/insurance charges are paid to, or charged by the transporters in their bills, as this will amount to additional insurance charges and the Buyer will not reimburse the same to either party.

b) The Seller will ensure that all materials are provided with customary packing and covered by tarpaulin during transport irrespective of the weather conditions, failing which the Seller shall be liable to make good the loss due to damage caused to the materials.

c) In case the material is delivered to the Buyer by the local suppliers, it shall be their responsibility to supply the goods to the Buyer in good and acceptable conditions as directed in the order, as the Buyer shall not be providing any insurance cover for these materials.

d) In case of heavy materials (each package weighing over 200 Kgs) the material should be so loaded in trucks with removable/opening side planks, so that the unloading of the material can be easily done using forklift trucks.

### 9. CHALLANS, INVOICES:

a) All charges including the Basic Price, must be strictly in accordance with this order. The Buyer is not liable to pay any charges other than those mentioned in this order.

b) All correspondence /challans/invoices/G.C. Notes, etc., pertaining to this Purchase Order must contain the entire Purchase Order reference.

c) Seller should preferably send an invoice for each delivery challan.

d) The Seller will send his invoices inserting correct Order numbers and correct item codes, in triplicate along with a receipted copy of the challan to the Buyer's Business & Commercial Department only and not to any other

## ANNEXURE TO PURCHASE ORDER NO. 2100661695

### TERMS AND CONDITIONS

e) Seller should ensure that invoices bear the correct Purchase Order number and Delivery Challan number and in no case can an invoice be made for more than one Purchase Order.

#### 10. PAYMENT TERMS:

Payment of the seller's invoice will be effected as per the period mentioned on the face of this Purchase Order, reckoned from the date of receipt of the seller's invoice in the Buyer's Business & Commercial Department OR receipt of material, whichever is later.

11. All specifications, drawings, samples, tools and jigs and other data supplied by the Buyer or prepared by the seller are to be used exclusively for the goods to be supplied against this order and these are to be returned to the Buyer on demand.

#### 12. CANCELLATION:

The Buyer reserves the right to cancel this Purchase Order in full or in part and shall be entitled to rescind the contract wholly or in part by a written notice to the Seller in the event of:

- i.) The seller's failure to comply with any of the terms and conditions of the Purchase Order.
- ii.) The seller's failure to deliver the goods in time and/or fail to give replacement of rejected goods promptly.
- iii.) Force Majeure delays.

13. In the event of cancellation, due to 12 (i) & (ii) the Buyer shall be entitled to procure the goods through other sources and recover the excess costs, if any, over the purchase order price from the seller, reserving the right to any or all of the following remedies:

- a) Forfeiture of security deposit, if any
- b) Invoking the provisions of penalty and compensation, if any, for delayed delivery.
- c) Damages for non-delivery, by way of difference between the market price and the contracted price, to compensate for loss of production and consequently for loss of profit to the buyer.
- d) Full refund of advance payment, if any, made by the company.

14. In the event of any article sold and delivered hereunder shall be covered by any patent, copyright or application thereof, seller will indemnify and save the Buyer from any and all losses, cost or expense on account of any and all claims, suits or judgment on account of the use of such article in violation of rights under such patent copyright or application.

15. In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, Seller will indemnify and save Buyer from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen or occur in connection with the use or sale of such article and are attributable to the said defective condition/article.

16. If Seller performs service or constructs, erects, inspects or delivers hereunder, seller will indemnify and save buyer from loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen or occur in connection therewith.

17. Seller represents and warrants that no statute or regulation or ordinance of any governmental body, has been or will be violated in the manufacturing, sale and delivery of any article or service sold and delivered hereunder, and if such violation has or does occur, Seller will indemnify and save Buyer, from all loss, penalties or the payment of all sums of money on account of such violation.

18. Any contractor supplying both services and materials shall pay all sales and other taxes on material so furnished and shall indemnify and save buyer from any damage, costs, expenses, or penalties on account of such taxes.

19. Buyer may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

20. All the correspondence from the Seller to the Buyer and vice-versa and specially forwarding of the purchase order, acceptance thereof and rejection of goods as defective shall only be Courier / or fax.

21. All disputes relating to this purchase order or any queries arising therefrom shall be subject to jurisdiction of location of transaction hereunder.