

**PURCHASE ORDER**



Registered Office : ITC Limited, Virginia House,  
37, J. L. Nehru Road, Kolkata - 700 071, India  
Visit us at [www.itcportal.com](http://www.itcportal.com)  
Corporate Identity Number : L16005WB1910PLC001985  
e-mail : [enduringvalue@itc.in](mailto:enduringvalue@itc.in)  
Telephone : 22889400 / 22889406  
FAX : 91-33-22882251 / 22452253 / 22882257

**Vendor :** A ONE SALASAR PRIVATE LIMITED  
. 104, Vasudev Chambers , Opp D Mart, Mulund Link  
Road, Bhandup , Mumbai  
MUMBAI 400078 India  
Pan: AAOCAS5506C GSTIN: 27AAOCAS5506C1ZV

**ITC Contact Person/Telephone:**

**Vendor No.** : 233951  
**Ref. Quot. No.** :  
**Dated** :

**Attention:**

**Consignee's Address :** ITC LIMITED, FOODS DIVISION  
C/o FBD Uttaranchal Biscuit Pl  
Plot No.1, Sector 11, IIE,Ranipur Haridwar  
249403 India  
Pan :AACI5950L  
GSTIN :05AACI5950L1ZG

**Purchase Order Number** : 4700227381  
**Date** : 07.07.2021

**Payment Terms** : Payment Terms (FBD - ePayment - M )  
**Inco Terms**

**Country Of Origin** : India  
**Currency** : INR

Sl No	Delivery date	HSN Code	Item Code	Description	Quantity	UOM	Rate	Per	UOM	Total Price
10	07.07.2021	9983		E-auction for scrap contract	1.000	NO	20,000.00	1	AU	20,000.00
Total :										20,000.00

**Terms & Conditions:**

- a) 100% payment after successful e auction
- b) Freight : NA
- c) GST extra as applicable.
- d) Only digitally signed Invoices are not allowed for Payment Processing. We require manually stamped & signed Invoice Copy.
- e) Bill to / Ship To; ITC Limited - Foods Division (Biscuit),Plot No-1, Sector-11, Integrated Industrial Estate, SIDCUL,Ranipur, Haridwar # 249403 Uttarakhand GSTIN # 05AACI5950L1ZG

**NOTE: PLEASE RETURN THE PO SECOND COPY WITH YOUR CO. SEAL AND SIGNATURE.**

CIN : L16005WB1910PLC001985, [www.itcportal.com](http://www.itcportal.com)

Please note that for all inland vendors, the "Delivery Date" refers to the date of receipt at the consignee's address and for all overseas vendors "Delivery Date" refers to the Date of Despatch from vendor.

Authorized signatory

Vendor's Acknowledgement

**PLEASE SEE NEXT PAGE**

## TERMS & CONDITIONS OF PURCHASE ORDER

### **1. SPECIFICATIONS**

All goods must be strictly of the approved specimen in terms of quality, quantity, description, specification, weight and measurement. Any variation, unless previously agreed to and confirmed by ITC Limited ("the Company"), shall lead to automatic rejection of the order and no liability will accrue to the Company for such rejection.

### **2. PACKING AND FORWARDING**

- a. Wherever as per the terms of contract, title to the goods does not pass to the Company on delivery of the goods to the transporter, it shall be your responsibility to arrange for secure packing and safe delivery. Short delivery, breakages or damages will be deducted pro-rate from bills unless replaced with goods of identical specifications free of cost.
- b. The Company will not in any event accept any responsibility for loss or damage to goods in transit. Further, incidental tax cost (if any) related to the goods lost/damaged in transit shall be borne by you.
- c. Packing and forwarding charges will not be paid unless previously agreed and approved in writing.

### **3. DELIVERY**

- a. The Company retain the right to inspect the goods before the delivery.

- b. You shall arrange to deliver the goods as advised by the Company and on failure to effect such delivery, the Company reserves the right to rescind the order.

### **4. DESPATCH INSTRUCTIONS**

In order to facilitate speedy dispatch, the Supplier shall communicate the following in writing to the Company:

*Details of Cargo, number of packages, contact person details etc*

It is intended that the shipment must be made in full and there should not be any short shipment. In case the Supplier is compelled to make a short shipment, it must have the Company's prior approval in writing. Shipment is to be made with transport worthy packing, which will ensure safety of equipment during the period of shipment.

### **5. RISK AND TITLE**

The risk in and title to the goods shall normally pass to the Company only after the delivery of goods by you as per the Company's advice and acceptance of the same by the Company after quality testing. However, in cases of supply of equipment (AC/IT equipment for instance) which, as per the contract, have to be installed by the supplier at the Company's premises / work sites etc., risk and title to such equipment shall pass to the Company at the time of supply of equipment only and disclose the same in the corresponding return.

### **6. INVOICES AND OTHER DOCUMENTS**

- a. You shall be solely responsible for issuing and making available to the Company in the manner prescribed under the GST Laws (Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, Union Territory Goods and Services Tax Act, 2017, the Goods and Services Tax (Compensation to States) Act, 2017 or the respective State Goods and Services Acts) all requisite documents including but not limited to invoices, advance receipt vouchers, refund vouchers, credit notes, debit notes, bill of supply, e-permits and way bill as the case may be, except where the Company is required to issue such documents in terms of the GST Laws.
- b. Invoices should be issued on the 'Bill to' and 'Ship to' addresses and GST TIN of the Company as mentioned in the Purchase Order.
- c. You will be responsible for mentioning correct details in the invoice, including HSN of the goods being supplied to the Company and GST rate and GST amount, if any, applicable on such goods.

### **7. PRICING**

Price shall be exclusive of applicable taxes under GST Laws unless specified otherwise.

## **8. PAYMENT**

- a. On satisfactory completion of supply and / or commissioning / installation, the Company will pay you at the approved rates in full and final settlement of all your claims. Where rates are quoted per unit, quantities shall be measured and the prices to be paid shall be calculated according to the approved rates. No payment or allowance will be made for any extra work done or material used without an endorsement on this Order and /on prior written approval in this regard obtained from the Company's authorized representatives.
- b. Payment will be made by Account Payee cheque / demand draft or any other appropriate banking instrument/ mechanism normally within one month of submission of bills or acceptance of material whichever is later, subject to other terms and conditions specific or unique to a Purchase Order.
- c. In case of documents through Bank, advance set of documents must be dispatched through courier on the same day as dispatch of consignment.

## **9. TAXES & OTHER STATUTORY COMPLIANCES**

- a. Taxes will be deducted as per current laws.
- b. You shall be solely responsible for complying with all the laws, rules and regulations in force, and shall obtain all necessary approvals, permissions, licenses and / or registrations, etc. and maintain such registers and records as are prescribed thereunder. You shall keep such registers and records as may be required under the applicable laws and shall supply certified copies / extracts of the same at our request.
- c. You shall be solely responsible for charging applicable taxes under GST laws and other Indirect Tax laws and depositing the same in a timely manner with the relevant authorities. Any interest, penalties or recoveries on account of default by you in depositing such taxes with the relevant authorities is to be solely borne by you on your own account.
- d. In cases where payment is to be made under the reverse charge mechanism as per GST laws or other Indirect Tax laws on supplies made by you to the Company, taxes shall be payable by the Company directly to the Government to the extent the Company is statutorily liable and corresponding documents shall also be issued by the Company in such case in accordance with GST laws or other Indirect Tax laws.
- e. You shall at all times and without recourse to the Company be solely responsible for any consequences and demands made by Government arising on account of and in relation to all tax positions including but not limited to 'Place of supply', 'Time of Supply' and HSN classification.
- f. You shall be solely responsible for making appropriate disclosures in the statutory returns or otherwise within the prescribed time limits. You shall also be responsible for making good any losses suffered by the Company due to negligence, erroneous or incorrect reporting, or inadequate GST compliance on your part.
- g. In the event of discrepancy between the invoice or any other document reported by you in the statutory return(s) and electronic credit register of the Company, you shall be responsible to rectify such discrepancy immediately of identification the same.
- h. In the event of denial of input tax credit to the Company on account of any non-payment of taxes or non-compliance by you with the GST Laws, the Company shall be entitled to recover such loss along with interest at the rate of 18% percent per annum.
- i. You represent and warrant that you shall comply with the GST laws and other Indirect Tax laws and the requirements therein. If our Company suffers any loss or damage by reason of any action or omission or mistake on your part, you shall be responsible for such losses and damages.

## **10. INDEMNITY**

You shall indemnify and keep the Company indemnified against all losses, claims and demands suffered by or made against the Company and defend the Company against all actions, suits and proceedings taken against the Company in respect of any legislation, statute or enactment and / or rules and regulations or by laws framed thereunder, by virtue of your failure to observe or non-fulfillment of any statutory condition or by virtue of your negligence.

## **11. SAFETY OF COMPANY'S PROPERTY**

Whilst in the premises if Company property is in any way damaged, destroyed or mutilated by you or your employees and / or agents due to any reasons whatsoever, you will be totally responsible for the same and compensate the Company for the ensuing loss.

## **12. MISCELLANEOUS**

- a. You shall utilize the assets of the Company solely for the purpose for which they have been entrusted to you. All confidential information, data etc. that have been made available to you shall be utilized solely for the purpose of the work entrusted to you and shall not be disclosed to any third parties under any circumstances whatsoever. The Company reserves its right to pursue all or any remedies, including but not limited to a claim for liquidated damages for any breach of this confidentiality clause by you and / or your employees.
- b. You shall not claim any propriety and / or any other right in respect of the Company's Trademark and / or other intellectual property applied to / used in relation to the goods supplied by you hereunder. You shall apply the said Trademarks and / or intellectual property strictly upon / in relation to the goods that are to be supplied to the Company hereunder and such use shall be on behalf of the Company and shall not entitle you to claim any rights in respect thereof.
- c. Notwithstanding anything contained herein above, in the event that payment is being made against a Proforma Invoice raised by you, then appropriate insurance covering the goods being supplied should be ensured. Further, in such case, you would be required to issue an advance receipt voucher.
- d. The failure of the Company in not invoking the conditions hereof or the indulgence shown to you shall not be construed as the waiver by the Company of such conditions and prevent the Company from asserting or invoking these conditions at a later stage.
- e. The Company reserves the right to require you to furnish any undertaking with regard to confidentiality and non-disclosure obligation pertaining to any information / data gathered during the course of fulfilling the order.
- f. All electrical / IT equipment supplied to the Company including software must be licensed with adequate certification.
- g. No e-mail communication will be accepted as legal notice / legal claim served on the Company. Such communication must be served at the appropriate address only by Registered Post and addressed to the appropriate authority.
- h. The Purchase Order shall be deemed to be accepted if not rejected by the Supplier in writing within 7 days of receipt of the same by the Supplier.
- i. Terms of Purchase Order will supersede all / any terms mentioned in contradiction to the terms of the Purchase Order.

## **13. JURISDICTION**

All disputes, claims and / or differences arising on any matter relating to this order are subject to the exclusive jurisdiction of the Courts at Bengaluru.

## **14. NO BENEFIT**

Acceptance / execution of this order shall be deemed to be

- (a) confirmation by you that no benefit either in cash or in kind, has been provided by you to any officer or employees, or any relative / associate of any officer or employee, of the Company or of any of its associate companies, in order to secure this order, and
- (b) an undertaking by you not to provide any benefit, either in cash or kind, to any such officer / employee / relative / associate as reward or consideration either for securing this order or another matter relating to this order.