

PURCHASE ORDER



ITC LIMITED

PERSONAL CARE PRODUCTS BUSINESS DIVISION

Telephone : +91-33-22889371/22889900, Fax : +91-33-22889411

FMCG, HOTELS, PAPERBOARDS & PACKAGING AGRI-BUSINESS INFORMATION TECHNOLOGY

Registered Office : ITC Limited, Virginia House, 37, J. L. Nehru Road, Kolkata - 700 071, India

Visit us at www.itcportal.com Corporate Identity Number : L16005WB1910PLC001985 e-mail : enduringvalue@itc.in

Vendor :

A ONE SALASAR PRIVATE LIMITED
201, BUILDING NO 1, AVIOR CORPORATE PARK OPP
JOHNSON L.B.S. ROAD, MULUND
MUMBAI, MH, 400080, India
Pan: AAOCA5506C, GSTIN : 27AAOCA5506C1ZV

ITC Contact Person/Telephone:

Branch Engineer
1334-614655

Vendor No. : 243631

Ref. Quot. No.:

Dated :

Attention:

Consignee's

ITC Ltd

Address:

Personal Care Products Factory
Uttarakhand Plant, Plot No.1, Sector 11, IIE
SIDCUL, Ranipur, Haridwar UT
249403 India
Pan: AAACI5950L, GSTIN : 05AAACI5950L1ZG

Purchase Order Number : 4200252723

Date : 06.03.2023

Payment Terms:

Payment Terms (For Electronic Payments

Inco Terms :

Only)

Country Of Origin :

India

Currency :

INR

Sl No	Delivery Date	Item Code	Description	Quantity	UOM	Rate Per	UOM	Total Pri
10	31.03.2023		E Auction for scrap tender SAC Code:9983					20,000.00
THE ITEM COVERS THE FOLLOWING SERVICES:								
1			E Auction for scrap tender	1.000	EA	20,000.00		20,000.00
Total :								20,000.00

"2798

1. The services in reference to your quote mail dtd.-24.02.2023 for specifications, rates and other clauses.

2. Further discount agreed -Nil

3. GST @18% extra basis line-wise SAC as mentioned. Your invoice must also bear same line-wise SAC.

4. The Service provider shall raise proper GST compliant invoice on the Company upon Company receiving the services. The invoices shall include purchase order reference number, date, vendor code, quantity invoiced, taxable value, GST compliant SAC, GSTIN of self, name, address, GSTIN of ITC, whether under RCM and such other particulars as prescribed under applicable laws.

In the event of any discrepancy between invoice or any other document reported by the service provider in the statutory return(s) and electronic credit register of ITC, the service provider shall be responsible to rectify such discrepancy within 15 days of identification of the same.

In the event of denial of input tax credit to ITC on account of any non-payment of taxes or non-compliance by the service provider with applicable law including GST laws, ITC shall be entitled to recover from the service provider such loss along with interest at rate of upto 18% percent per annum.

5. Statutory deductions will be done, as applicable.

6. Invoice to be raised from same STATE on which PO has been raised.

7. Rest all cost inclusive.

Special Instructions :

All consignments need to accompany COA, LR Road Permit / Way Bill (if applicable). It is mandatory that details of "batch no., Manufacturing and expiry dates" are captured in the COA and Containers / Packages (if applicable). All Invoice and documents to be sent to consignee address only.

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 Dispatch from the Vendor.

Buyer's Signature

Authorised Signatory

Authorised Signatory

Swati
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ITC Contact Person/Telephone:

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1334-614655

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8. Payment terms within 30 days of invoice submission after satisfactory job completion.

9. Terms of the PO will supersede any/all terms mentioned contradictory in your quotation, if any, as execution of this PO is considered as acceptance of this PO terms.

10. For other important 'Terms and Conditions', please refer PO details in full."

Additional Terms & Conditions

A One Salasar Pvt. Ltd. (AOSPL) will ensure registration of all scrap buyers including the list shared by ITC

Limited # Personal Care Products Business Division (PCPBD) and shall facilitate and assist participants in
registration process.

- Prior to registration AOSPL will ensure that the following statutory certificates are available and

valid for all scrap buyers (including those recommended by PCPBD):

- Uttarakhand Pollution Control Board Certificate

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[Signature]
[Signature]

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- PAN Number

- PF / ESI and other labour law related compliances.

- Plastic Waste mgmt. Rule 2016

Documents shared by scrap buyers are made available to PCPBD by AOSPL.

AOSPL will share the list of registered participants along with their Earnest Money Deposit (EMD) NEFT /

RTGS Unique Transaction Reference (UTR) nos. to ITC Limited PCPBD at least before 3 working days from

the time of start of e-auction.

AOSPL will ensure that only those scrap buyers which are confirmed by ITC in writing over email are

allowed in Auction room.

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[Signature] *[Signature]*

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AOSPL will ensure that acceptance of T&C mentioned in catalogue by scrap buyers & record of the same should be made available to PCPBD.

AOSPL to ensure that bidding portal should allow submission of bids of only those parties who have quoted for all the items offered for sale.

AOSPL will ensure that only one party is participating from one IP address.

AOSPL will ensure complete & transparent data sharing with PCPBD related to the e-auction

AOSPL will facilitate a re-auction within 15 working days of the date of the earlier auction in case re-auction is required by PCPBD

For the successful e-auction the Invoice shall be raised within 3 days of e-auction by AOSPL and PCPBD shall release the

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payment within 30 Days from the date of receipt of Invoice. In case of any disputes, the same will be informed to AOSPL in writing.

All suits, special proceeding and dispute resolution under this proposal, shall be constructed in

accordance with the governed by the state of Uttarakhand and at Nainital High court

AOSPL will declare the result based on written confirmation from Commercial Manager, Haridwar PCPBD.

AOSPL will publish the catalogue shared by PCPBD on its website www.salasarauction.com and the same

updated with any changes as communicated by PCPBD from time to time. AOSPL will also share the same

with prospective bidders.

AOSPL will ensure participation of new scrap buyers in addition to the list of buyers shared by PCPBD.

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AOSPL shall appropriately communicate and display the notice of PCPBD Haridwar e-auction on its website.

AOSPL will ensure that the reserve price / start price and minimum increment as advised by PCPBD is adhered to and appropriately displayed during the auction.

AOSPL will ensure smooth conduct of e-auction and shall ensure that the portal is available uninterruptedly when e-auction is going on. In case of any issues, PCPBD reserves the right to demand a re-auction by AOSPL Free of Cost.

AOSPL will ensure un-interrupted availability of the online portal and will be responsible for any technical glitches on the portal during the e-auction. In case of any downtime of portal, PCPBD reserves the right to

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refuse payment to AOSPL.

AOSPL will not provide any preference to any of the bidders.

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Swati *Phad*

TERMS & CONDITIONS

TERMS & CONDITIONS OF SERVICE AGREEMENTS / WORK ORDER

1. You will engage such labour and provide such materials as may be necessary for satisfactory completion of the work. The work / services shall strictly conform to the approved specifications / deliverables in all respects. Any variation by you from the approved specifications or failure to achieve deliverables, unless previously agreed to and confirmed by ITC Limited ("the Company"), shall lead to automatic rejection of the Order at any stage and no liability will accrue to the Company for such rejection.
2. It shall be your responsibility to comply with all relevant laws in relation to such persons employed by you for carrying out your obligations hereunder, including, but not limited to, the compliance with all applicable labour laws. Further, it is expressly agreed that:
 - a. The persons employed by you are exclusively your employees and shall not in any event be deemed to be in employment of the Company.
 - b. You shall be solely responsible for payment of wages and claims in respect of persons employed by you.
 - c. If at any time liability or obligation (financial or otherwise) is imposed upon the Company under the provisions of any registrations, statute, enactment and / or scheme, rules, regulation or by-laws made thereunder in respect of any persons employed by you, you will reimburse to the Company on demand any amount paid or any financial liability suffered or incurred by the Company under or by virtue of such provisions and the Company will have absolute right to deduct and adjust the amount so paid or financial liability so incurred or suffered by the Company against any sums which may then be due or may become due by the Company to you. You shall further be responsible to furnish the company with all particulars / informations and prepare / maintain and produce forthwith all papers and documents as may be necessary to enable the company to discharge any such liability or obligation financial or otherwise.
 - d. You will 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 representation by any person / workman employed by you holding out to be the Company's employee.
3. On the satisfactory completion of the work, the Company will pay you at the rates as approved in full and final satisfaction of all your claims. Where rates are quoted per unit area or quantities, the same shall be measured and the prices to be paid shall be calculated according to approved rates in this form. No payment or allowance will be made for any extra work done or materials used without an endorsement on this Order and / or prior written approval in this regard is obtained from the Company's authorised representative.
4. The original invoice issued in terms of 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 Tax Acts), must be submitted at HARIDWAR or as otherwise directed and referring to the Order, along with certificate of Practical Completion of Work. Separate invoices in the above manner should be prepared and submitted for work done against different Orders. Invoices should be typed written in ink and each must indicate your GST Registration Number and Permanent Account Number (PAN) under the Income Tax Act.
5. Invoices must be issued against each service agreement / work order and must contain the name, address, GST TIN of the Company, SAC code, taxable value and such other particulars as prescribed under GST laws and the Rules thereunder. You shall also be solely responsible for issuing and making available to the Company all requisite documents in the manner prescribed under the GST laws, including but not limited to advance receipt vouchers, refund vouchers, credit notes, debit notes, bill of supply, except where the Company is required to issue such documents in terms of the GST laws.
6. The Price shall be exclusive of applicable taxes under GST laws unless otherwise specified.
7. Subject to your complying with the terms and conditions contained herein, payment of bills / invoices will, in accordance with the Company's normal practice, be made within 45 (forty five) days of receiving the invoices along with all supporting documents, unless otherwise agreed upon. If the foregoing instructions are not strictly adhered to by you, settlement of your bill may be delayed.
8. All payments shall be made to you after deducting all applicable taxes, as per current laws.
9. You shall comply with all the laws, rules and regulations governing the nature of the work hereby awarded. You shall obtain all necessary approvals, permissions, licenses, etc. and maintain such registers and records as are prescribed and required under the laws / rules / regulations as applicable to you and the nature of the work awarded to you. You shall keep such registers and records open for Company's officials and shall supply certified copies / extracts of the same at their request.
10. You will be solely responsible for charging applicable taxes under GST 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.
11. 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 relevant Government authorities 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.
12. You will be solely responsible for making appropriate disclosures in the statutory returns or otherwise within the prescribed time limits. You will also be responsible for making good any losses suffered by the Company due to negligence, erroneous or incorrect reporting, or inadequate compliance under GST and other applicable Indirect Tax laws on your part.
13. 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 within 1 day of identification of the same.
14. 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 from you such loss along with interest at the rate of 18 percent per annum.
15. In the event of any change in your GST Registration Number(s), you shall inform the Company forthwith of the same and promptly provide particulars of your new GST Registration Number(s). In the event of cancellation of your GST Registration Number(s), you shall inform the Company forthwith of the same and Company's decision regarding continuance of business dealings with you on the occurrence of such event will be final.
16. 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.
17. You will 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-fulfilment of any statutory conditions or by virtue of your negligence.
18. It is a term of our contract with you, your employees and all sub-contractors you appoint that you / they shall:
 - a. Whilst on the work site, comply with all environment, health and safety legislations and also company's environment, health and safety rules in force from time to time;
 - b. Ensure that all equipment and tools brought on to the work site will be in safe and good working condition, having been recently checked and that all personnel using the equipment and tools have been trained in their safe operation;
 - c. Ensure that training has been given in the safe operation of the work to be carried out in the premises;
 - d. Ensure that at the construction site, all the scaffolding, catwalks and ladders conform to safety rules as aforementioned;
 - e. Be solely responsible for all accidents which may happen during the execution of the work, for whatever cause they may be and shall be liable to meet any claim for compensation which may be made under the provisions of Employee's Compensation Act, 1923 or otherwise, by persons employed engaged by you;
 - f. Observe the Health & Safety provisions as laid down in the Company's 'HAND BOOK ON HEALTH AND SAFETY AT WORK' for contractors / sub-contractors which has been issued and all provisions thereof are deemed to have been understood by you. You shall be solely responsible for an accident caused due to non-observance of these rules and safety provisions;
 - g. You shall ensure that waste materials are not left around your work site and the place will be left clean and free from any refuse / metal cutting /off every day after the job completion;
 - h. You shall achieve the highest standards in terms of safe work environment, equipment, work practices and have an effective

19. In case, it is noted that the persons employed / engaged by you are working under unsafe work conditions, your contract may be terminated by the Company forthwith and without compensation of any kind whatsoever.
20. Whilst in the premises, due to any reasons whatsoever, if Company's property is in any way damaged, destroyed or mutilated by you or your employees and / or agents, and / or sub-contractors, you will be totally responsible for the same and compensate the Company for the loss.
21. You shall utilise 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 utilised solely for the purpose of the work entrusted to you and shall not be disclosed to any third party under any circumstances. The Company reserves its right to pursue all or any remedies, including but not limited to a claim for liquidated damages, any breach of this confidentiality clause by you and / or your employees / agents / sub-contractors.
22. You shall not claim any proprietary and / or any other right in respect of the Company's trademarks and / or other intellectual property used in relation to / for the execution of the work hereby entrusted to you. You shall use the same strictly for the purposes of the work entrusted to you and such use shall be on behalf of the Company and shall not entitle you to claim any rights in respect thereof.
23. The failure of the Company in not invoking the conditions hereof or the indulgence shown to you shall not be constructed as the waiver by the Company of such conditions and prevent the Company from asserting or invoking the conditions at a later stage.
24. Acceptance / execution of this Order shall be deemed to be (a) a confirmation by you that no benefit, either in cash or in kind, has been provided by you to any officer or employee, or any relative / associate of any officer or employee, of the Company or of any of its associate companies, in order to secure this contract, and (b) an undertaking by you not to provide any benefit, either in cash or kind, to any such officer / employee / relative / associate as a reward or consideration either for securing the contract or any other matter relating to this contract.
25. All disputes, claims and / or differences arising on any matter relating to this Order are subject to the exclusive jurisdiction of the Courts at HARIDWAR.
26. No e-mail communication will be accepted as a legal notice / claim served on the Company. Such Communication must be served at the appropriate address only by registered post and addressed to the appropriate authority.