**Purchase Order**

**To,**

**M/s XYZ Agency ,**

Address ,

**Subject: Purchase Order for Supply of**

Reference No.: **1.**

**2.**

Dear Sir/Ma’am,

With reference to the subject cited above, you are requested to **Supply …………………………………………………………… at WSC, Bhubaneswar** as per below details:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sl#** | **Item Description** | **Qty** | **Unit** | **Unit Rate in INR (Excluding GST)** | **GST** | **Total Amount in INR (Inc. of GST)** |
| 1 |  |  |  | Rs. |  | Rs. |
| 2 |  |  |  | Rs. |  | Rs. |
| **Grand Total** | | | | |  | **INR** |
| **Amount in words:** | | | | | | |

The supply of items shall be as per Annexure -01: Terms and conditions

Authorized Signatory

**…………., WSC**

**Annexure -1**

**Terms & Conditions**

1. **Agreement**

* This Purchase Order (PO) becomes the exclusive agreement between WSC and Supplier for the goods, subject to the Standard Terms and Conditions contained herein. Any of the following shall constitute Supplier’s unqualified acceptance of this PO: (a) acknowledgement of this PO; (b) furnishing of any goods under this PO; or (c) acceptance of any payment. Additional or different terms and conditions proposed by Supplier shall be void and of no effect unless accepted in writing by WSC. Until so accepted, WSC reserves the right to return goods, at Supplier's expense. In the event of a conflict between the Supplier's terms of acceptance and the PO Terms and Conditions, the PO Terms and Conditions shall govern unless WSC agrees in writing to the Supplier's proposed terms. In the event of a conflict between the terms of Annex (es) to the PO and the PO Terms and Conditions, the PO Terms and Conditions shall prevail.

1. **PO Identification**

* The PO letter number must appear on all invoices, transport slips, Delivery Challan, packing slips, cartons, and correspondence.

1. **Packaging**

* Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the material being shipped to WSC, Bhubaneswar will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme temperatures and precipitation during transit and open storage, with consideration for the type of Goods and transportation mode. WSC, Bhubaneswar reserves the right to reject any shipment that is deemed not to have been packaged adequately and equipment found in damaged condition.

1. **Delivery and Documents**
2. The supply, Installation and commissioning of switches must be completed within **------ Days** from the date of receipt of the confirmed purchase order as per the quantity mentioned in the consignee list. The purchaser shall have the right to inspect the items/materials prior to dispatch at supplier’s premises or after delivery at consignee place before release of payment.
3. Upon delivery, the Supplier shall provide the following documents to the Purchaser:
4. Two copies of the Supplier’s invoice showing goods’ description, quantity, unit price, and total amount inclusive of all taxes;
5. Manufacturers or supplier’s …………… Months complete warranty certificate from the date of Supply (Wherever applicable)
6. Inspection report from authorized representative of purchaser.
7. Delivery Challan duly signed from authorized representative of purchaser
8. Packing List (Wherever applicable)
9. Any other document, if required
10. **Taxes and Duties**

* The Supplier shall be entirely responsible for all Taxes (Including GST), Octroi, Duties, license fees, etc., incurred until delivery of the contracted items/Goods to the Purchaser.

1. **Payment**

* Payment of the contract price shall be made in the following manner:

…………………. % within 40 working days after delivery of items including warranty certificates and other documents mentioned in Clause 4 above.

1. **Make/Brand**

* Make/Brand shall be same as per catalogues submitted with bid document.

1. **Guarantee/ Warranty**
2. The item shall be warranted to be free from defects in design, material and workmanship for a satisfactory operation during the warranty period. The bidder shall warranty for prompt replacement at site free of cost if any product is found to be defective in material or workmanship during the warranty period.
3. Goods offered should be covered by manufacturer’s complete warranty for at least 36 months from the date of acceptance certificate issued by the Purchaser. The Performance Security shall be returned to the Supplier not later than 28 days following the successful discharge of the warranty obligations by the Supplier.
4. **Performance Security/ Bank Guarantee (PBG)**: -

* The supplier should furnish a Bank Guarantee for 5% of Contract value (format enclosed at Annexure-VI) valid for the guarantee period + 03 months (Grace Period) in support towards satisfactory performance of the items. The BG should be made through any nationalized bank in India.

1. **Defects**

* The bidder will be responsible for any defect in working / quality of material etc. The bidder has to replace the defected item without any cost and within period of 7 days from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the Supplier within the warranty period.

1. **Resolution of Disputes**

* The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the Laws of India.

1. **Failure to Perform**

* Delivery must be completed within the delivery schedule. Otherwise, WSC reserves the right to (a) cancel the agreement without liability and to charge Supplier with any loss incurred as a result of Supplier's failure to make the complete/partial delivery within the delivery schedule specified in contract terms & conditions from the Invoice / Performance Security; or (b) charge a penalty of 0.5% of the total price for every day of breach of the delivery schedule by the Supplier up to 10% of the contract value.

1. **Force Majeure**

* The supplier shall not be liable for penalties or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

1. For purposes of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
2. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.
3. **Termination Due to Integrity Violation**

* The Purchaser may terminate this Contract, in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in integrity violations in competing for or in executing this Contract.

1. **Accounts and Records**

* The Supplier shall keep accurate and systematic accounts and records in respect of the delivered goods in such form and detail as are customary in the industry, for a period of no less than 3 years after the expiration or termination of this Contract.

1. **Inspection**

* Final inspection of the materials will be carried out at WSC, Bhubaneswar premises after receipt of the materials (even if pre-dispatch inspection is carried out) which will be final &binding. In case the stores supplied are rejected either fully or partly on account of defects, bad workmanship or other reasons, the supplier will have to arrange for free replacement of the same up to the destination point. The freight and incidental charges for return of the rejected materials will have to be borne by the supplier. In case, rejected materials are not collected after receipt of rejection notice, no liability in respect of loss, damage, deterioration etc. shall lie with the corporation.

1. **Limitation Of Liability**

* Except in cases Criminal Negligence of willful non-Performance or willful default.
  1. The Supplier/ Contractor shall not be liable to the Employer, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss or use, loss of Production, or loss of profit or interest costs.

AND

* 1. The aggregate liability of the Supplier to the employer, whether under the contract, in tort or otherwise including the cost of repairing or replacing defective equipment, shall not exceed the 100 % (Hundred percent) of the contract price plus escalation if applicable as per contract, provided that this limitation shall not apply to any obligation of the contract, to indemnity the employer with respect to copyright, patent infringement, workmen compensation and statutory liabilities in general that the employer may be required to additionally bear due to default of the supplier/contractor.

1. For any queries, please contact **Mr. Chandan Kumar, GM-Procurement & Contract Management, World Skill Center, Contact No: 9650607819, Email: tenders@worldskillcenter.org**
2. Supplier's signature and stamp accepting above terms and conditions:

**Suppliers Acceptance:**

This is to certify that I fully read the terms and conditions of this Purchase Order. Having fully read and understood the complete requirements of this Purchase Order, I hereby commit myself and my company to serve its Date requirements and fully comply with its terms and conditions. I also further certify that I am authorized by my company to accept this Purchase Order Approved by: in its behalf.

Date:

**For M/s ………………………………………………..,**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Designation:

Contact No:

Email: