ITC LIMITED
ITC Limited-C/o DHQ - Tobacco
Guntur,522004
GST Number : 37AAACI5950L1Z9 PAN Number : AAACI5950L

Purchase Order

Name & Address of the Vendor		**PO Number**	: 8000006577
Name1	: SEKHAR TRADERS	**PO Date**	: 12.02.2019
Name2		**Amendment No**	: 0
Street	: PEDANANDIPADU (M)	**Billing Address**	
PO Box No	:	Name1	: ITC Limited-C/o DHQ - Tobacco
City	: GUNTUR,	Name2	: Divisional Head Quarters - Tobacco
Postal Code	: 522001	Street	:
Country&Reg.	: India , Andhra Pradesh	PO Box No	:
Tel No	: 9848864421	City	: Guntur
PAN No	: AFTPK6265R	Postal Code	: 522004
State Code	: 01	Country & Region	: India Andhra Pradesh
State	: Andhra Pradesh	State & GSTN Code	: 01 37AAACI5950L1Z9
GSTN Number	: 37AFTPK6265R1Z9		

Delivery Address		**Contact Details**	
Name1	: ITC Limited-C/o DHQ - Tobacco	Purchasing Group	: U24
Name2	: Divisional Head Quarters - Tobacco	Name of Purchasing Group	: DHQ FINANCE
Street	:	Telephone No	:
City	: Guntur	FAX No	:
Postal Code	: 522004	Email Address	:
Country & Region	: India Andhra Pradesh		
Plant GSTN Number	: 37AAACI5950L1Z9		
State Code & State	: 01,Andhra Pradesh		
Our Reference :		**Payment Term :**	ZIL0-Immediate Payment-Without Pmt.
Your Reference:		**PO Basis :**	

INCO Term : EXW - Ex Warehouse - .

Item	Material	HSN Code	Delivery Date	Gross Ord Qty	Gross Ord UOM	Net. Ord Qty	Net. Ord UOM	Pkg. Unit Qty	Pkg. Unit UOM	Rate per UOM	Cur.	Nature of Rate	Total
00010		3101N	30.04.2019		ACR	100.000	ACR			276.20	INR	Basic	27,620.00

Material Description : Procurment of IMMUNO
HSN product Description : FERTILISERS PUT UP IN UNIT CONTAINERS AND BEARING A BRAND NA
Crop Year : Not Applicable
Material Text

CGST	2.50 %	690.50
SGST	2.50 %	690.50
Sub Total		29,001.00

Item	Material	HSN Code	Delivery Date	Gross Ord Qty	Gross Ord UOM	Net. Ord Qty	Net. Ord UOM	Pkg. Unit Qty	Pkg. Unit UOM	Rate per UOM	Cur.	Nature of Rate	Total
00020		3101N	30.04.2019		ACR	100.000	ACR			380.95	INR	Basic	38,095.00

Material Description : Procurement of ENVIRO
HSN product Description : FERTILISERS PUT UP IN UNIT CONTAINERS AND BEARING A BRAND NA
Crop Year : Not Applicable
Material Text

CGST	2.50 %	952.38
SGST	2.50 %	952.38
Sub Total		39,999.76

Item	Material	HSN Code	Delivery Date	Gross Ord Qty	Gross Ord UOM	Net. Ord Qty	Net. Ord UOM	Pkg. Unit Qty	Pkg. Unit UOM	Rate per UOM	Cur.	Nature of Rate	Total
00030			30.04.2019		ACR	100.000	ACR			470.00	INR	Basic	47,000.00

Material Description : Procurement of CYTO
HSN product Description :
Crop Year : Not Applicable
Material Text

Sub Total	47,000.00
Total Gross	112,715.00
Total CGST	1,642.88

Total SGST	1,642.88
Total Value inclusive of Taxes	116,000.76

Gross Total 116,000.76 (ONE LAKH SIXTEEN THOUSAND RUPEES SEVENTY SIX PAISE)

PO Terms and Conditions :

Remarks -

1) Scope and supply of materia as per your quote dated on 10.12.2018

2) Payment will be made in good condition of materias and acceptence by ITC Manager

3) Transport is extra at actuals agreed upon in the logic note

4) Detailed terms and conditions are given in the over leaf

FOR ANY QUERIES WITH REGARD TO THIS ORDER PLEASE CONTACT THE UNDERSIGNED FOR FURTHER TERMS AND CONDITIONS PLEASE SEE OVERLEAF	*Please quote order No. and description in your Delivery Challan and invoice*	*FOR AND BEHALF OF* **ITC LTD-ABD** *AUTHORISED SIGNATORY*

Registered Office : Virginia House, 37 J.L. Nehru Road, Kolkata, 700071,India

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

TEAR HERE AND POST

Please sign and return this ACKNOWLEDGEMENT to ITC Limited-C/o DHQ - Tobacco, Guntur,522004 *We accept your order no 8000006377 Date 12.02.2019 on terms and conditions stated there on and undertake delivery as stipulated*	*Signature*

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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 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, breakage or damages will be deducted pro-rata 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 loss cost/ any related to the goods lost/damaged in transit shall be borne by you also.
c.Packing and forwarding charges will not be paid unless previously agreed and approved in writing.

3.DELIVERY
a.The Company retains 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.
c.In any case, the acceptance of the material by us will be subject to the final inspection at our premises. The unaccepted goods shall have to be taken back by you at your cost.

4.INSURANCE
Insurance is not required unless stated otherwise.

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. 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 us only on satisfactory installation of the equipment by the supplier.

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 voucher, 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. Further, invoice must contain the following:
i.ITC Purchase order no. and date
ii.Vendor code (if any) as indicated in ITC PO
iii.Vendor GST TIN
iv.Item Code
v.HSN Code for goods & SAC Code for Service part
vi.Quantity delivered and invoiced and / or gross weight and net weight
vii.Discounts, if any
viii.Unit Price
ix.Value
x.E Way Bill reference number
xi.All applicable taxes, duties, etc., should be disclosed separately
xii.Advance payment received, if any, should be disclosed separately
b.Invoices should be issued on the addresses specified in the Purchase Order and should contain the 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 /or prior written approval in this regard obtained from the Company's authorised representatives.
b.Payment will be made by Account Payee cheque / demand draft or any other appropriate banking instrument / mechanism normally within 45 days of submission of bills or acceptance of material whichever is later, subject to other terms and conditions specific or unique to a particular Purchase Order.
c.In case of documents through Bank, advance set of documents must be despatched through courier on the same day as despatch 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 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 law compliance on your part.
f.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 the same.
g.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.
h.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-fulfilment of any statutory condition or by virtue of your negligence or due to your breach of any of the terms and conditions mentioned here.

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 property 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 hereinabove, 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.

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 respective Units, viz., Guntur / Chirala / Anaparti / near Thandya Industrial Area / Ongole / Rajahmundry / Tekkali

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 any other matter relating to this order.

15.EHS
Your employees and any sub-contractor you appoint shall whilst on company premises, comply with all health and safety legislations and also company health and safety policies applicable. They shall also ensure that equipment and tools brought on to the company premises by them are in good condition, and that the personnel using the equipment and tools have been properly trained about their safe operation.

16.FORCE MAJEURE
Parties hereto shall be excused of performance of their obligations under this order if they are prevented by force majeure factors like sabotage, fire, flood, explosion, acts of god, riots, insurrection, war, act of government, acts of the public enemy, civil commotion, Act of State, or direction from Statutory Authority, epidemic or quarantine restriction.

17.CANCELLATION
The Company shall have the right to cancel this purchase order in case materials supplied by you do not conform to the specifications as stipulated in this order, or material is not supplied by you within the due date or you fail to comply with any of the other obligations indicated in this order. Consequent to cancellation, the Company will not be responsible for any other obligations or any other acts arising for non-performance under this purchase order.
If the Company has made any part-payment towards the price or paid the entire price in advance, the same shall be refunded to us if the purchase order is cancelled due to any lapse / breach on your part if the same has not been adjusted towards the goods supplied and accepted, if any. Every refund shall be effected within 15 days of cancellation.
Similarly, our payment obligations shall be confined to the goods accepted by us.