**Company/Firm Name**

Address

**PURCHASE ORDER**

|  |  |
| --- | --- |
| **To:**  Vendor Code –  M/s.  GST No. :  PAN : | PO Number:  PO Date:  Reference: Your quotation dated \_\_\_\_\_ |
| **Bill To:**  GST :  PAN : | **Delivery at :**  GST :  PAN : |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **S.No.** | **Description** | **UOM** | **PO Qty.** | **Unit Price (Rs.)** | **GST (%)** | **Value**  **(Rs.)** |
|  |  |  |  |  |  |  |
|  | (Specification of Goods) |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **Total Amount (In Words) :**  Rs. | | | **Sub Total (Rs.)** | | |  |
| GST (Rs.) | | |  |
| Other Charges (Rs.) | | |  |
| **Grand Total (Rs.)** | | |  |

**Terms and Condition:**

1. Payment Terms :
2. Delivery Schedule :
3. Taxation : GST @ \_\_\_\_%.
4. Warranty Terms : \_\_ Months comprehensive onsite warranty from date of delivery.
5. **Detailed Warranty and Service Terms:**
6. Require to maintain atleast \_\_% buffer stock at the designated locations or site during the warranty period so that defective unit can be replaced immediately. Designated locations or site shall be intimated separately in due course of time.
7. The period of onsite comprehensive warranty will be \_\_ months from date of delivery of goods. Scope shall include all services i.e. comprehensive \_\_\_ months Warranty, repair & maintenance, spares, instant replacement in case of break-down, failure, etc. Comprehensive warranty will also include cost of consumables like wires/batteries/any part of Product etc. Replacement under warranty should be made free of all charges at onsite including freight, insurance and other incidental charges.
8. During the warranty period of the products, vendor warranty that goods supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. Vendor shall be responsible for any defects that may develop under the conditions provided and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise.
9. **Provisions for Unsatisfactory Goods/Services**: If services are not found satisfactory, at any stage during the period of contract, vendor shall be bound to remove the deficiencies at own cost within the time period fixed by us. In case deficiency not remove and rectify within the given time period, penalty provisions as defined in this Purchase order shall be applied.
10. **Penalty Clauses:**
11. **Penalty for Delay in Delivery:** The Delivery schedule specified in the contract shall be strictly adhered to. In case delivery schedule specified in the contract is not met, we shall be entitled to levy and recover Liquidated damages/penalty as mentioned below.
    * 1. A sum equivalent to \_\_% of the value of the delayed supply and/or undelivered material/supply for each week of delay or part thereof for a period up to 2 (TWO) weeks.
      2. Thereafter at the rate of \_\_\_% of the value of the delayed supply and/or undelivered material/supply for each week of delay or part thereof for another 2 (TWO) weeks of delay.
      3. If the delivery is not completed even within this 4 weeks period the Contract may be terminated in part or whole at our discretion and at the risk and cost of the vendor.
12. PO copy must be brought at the time of delivery else material will not be receive. The PO number must appear on all related correspondence, shipping papers, and invoices.
13. Any notice required to be given shall be sent by mail or registered post to the addresses mentioned in this Purchase Order.
14. Other general terms and conditions are as per Annexure-A enclosed with this Purchase Order.

Prepared By Checked by Authorized By

**Order accepted**

(Signature and Stamp of Supplier)

Date of Acceptance:

Name of Signatory:

**GENERAL TERMS AND CONDITIONS Annexure - A**

# 1. Scope

1.1. This Purchase Order shall constitute the contract (“order”).

1.2. No verbal agreements amending the terms of this order are valid unless both the Purchaser and the Supplier duly confirm them in writing.

# 2. Packing

Goods processed and supplied against this order must be properly packed and dispatched conforming to special instructions, if any, given for safe transport.

# 3. Price

3.1. The prices governing this order shall for all purposes, remain firm unless otherwise agreed to specifically in writing by the Purchaser and shall be inclusive of packing and free delivery at Purchaser’s warehouse/godown /works or any place specified in the order.

3.2. For deliveries involving installation, commissioning or services the transfer of risk occurs on acceptance and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by the Purchaser at the designated place of receipt.

# 4. Delivery

4.1. Delivery time is the essence of this order and must be strictly adhered to.

1. In case of non-delivery by the agreed deadline, Purchaser reserves the right to reduce the purchase price without further action by the Purchaser, by a flat damage compensation of 10%; if the delay is upto 15 calendar days from the agreed delivery date and Buyer accepts the delivery despite the firm deadline being missed.
2. For delays exceeding 15 calendar days, Purchaser may terminate this purchase order or such part or parts thereof and purchase the goods ordered or any part thereof from other sources on the Supplier’s account , in which case, the Supplier shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this order, but also any other loss or damage the Purchaser may suffer.
3. Any supplementary costs arising from the need to meet the delivery deadline by way of expedited delivery shall be borne by the Supplier.

4.2. For the purpose of establishing the timeliness for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance.

# 5. Order and Confirmation of Order

5.1. The Purchaser may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within three days from date of receipt.

5.2. Any amendments or additions or alterations to the order shall only be effective if the Purchaser confirms such in writing

# 6. Force Majeure

6.1. The Purchaser shall be under no liability for failure to accept the deliveries of goods, if such acts of failure are due to any act of God, fire, earthquake, floods, or any natural calamities or transportation embargoes, civil commotion, riots, violence, acts of terrorists, state enemies, or any other similar reasons or circumstances beyond the control of the Purchaser.

6.2. Such occurrences shall be informed in writing by the Supplier.

# 7. Examination/Rejection of Goods

7.1. All materials duly processed and supplied against the order should conform to latest Indian Standards. It should be new and fit for their intended purpose

7.2. The Purchaser reserves the rights to inspect the material at any stage during manufacture or supply and reject such portion thereof as may be found defective or not in conformity with the specification or not fit for their intended purpose without invalidating the remainder of the order, if so desired by the Purchaser. All rejected material shall be removed by the Supplier at its own costs within 15 days from the date of rejection note / intimation / Challan posted by the Purchaser to the Supplier. In case of any failure due to any reasons to remove the goods/material the Purchaser shall have all rights to remove the defective materials/goods from the Purchaser’s/its customer’s premises and discard it.

7.3. The Purchaser under no circumstances will be liable or held accountable for any damage, loss, deterioration of the rejected materials/goods for discarding the material/goods, or for any value for it.

# 8. Bills/Challan

8.1. The bills for supplies must be submitted in duplicate duly bearing the Supplier’s GST registration numbers, supported with the required forms as specified in the order and showing the description of material , quantity, Purchase Order no. Supplier code number, challan no. and date , GRN number with date, Excise duty gate pass number with date, and value wherever applicable.

8.2. The bill must be accompanied by the Supplier’s challan duly receipted by the Purchaser/consignee. Challan accompanying the goods/services should indicate the Purchase Order no. and date, gate pass number, date and value etc. wherever applicable.

# 9. Excess Supply

9.1. Purchaser shall be under no obligation to accept materials received in excess of the quantity ordered and such excess quantity, if any, shall remain at the Purchaser’s premises at the Seller’s entire risk.

9.2. However, the Purchaser reserves the right to vary the quantity upto +/-15% of the ordered quantity, without any price implication.

# 10. Payment

10.1. Payment of service/processing charges for goods delivered, provided they are not rejected by the Purchaser/consignee shall be made as per the terms stated in the purchase order. Payment falls due after the stipulated/agreed credit period from the date of receipt of materials or from the date of receipt of bills, whichever is later. Bills should be submitted within 3 days from the date of delivery. The Purchaser shall at all point of time have all rights to deduct from any unpaid bills, debit notes falling due in case any goods/services are rejected on line and/or any claims for deductions are raised on the Supplier.

10.2. Insofar as the Supplier is required to provide additional spare parts, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance.

**11. Intellectual Property**

* 1. Drawings and sketches, if any, furnished by the Buyer to the Seller shall be a controlled copy and always remain the property of the Buyer and shall not be used for any either purpose except for which they are provided. They shall not be defected, altered, copied or allowed to be copied in any manner whatsoever except with the prior approval of the Buyer.

* 1. Trade Mark of which the Buyer is either the registered proprietor or registered user shall, if so approved by the Buyer, be used only on the goods to be supplied to the Buyer and in the manner provided. Their use colorable or otherwise, in any manner in relation to the products of the Seller, not for use by the Buyer, shall be strictly prohibited and in the case of default shall render the Seller liable to legal action.

* 1. Seller agrees:

1. to defend, hold harmless and indemnify Buyer, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney’s and other professional fees) arising in any way in relation to the goods or services contracted, including such claims where Seller has provided only part of the goods or services; Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer’s specification;
2. that Buyer or Buyer’s subcontractor has the right to repair, reconstruct, or rebuild the specific goods delivered under this contract without payment of any royalty to Seller.

# 12. Warranty/ Guarantee

* 1. Seller warrants/guarantees that the goods covered by this contract will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer’s intended use and warrants/guarantees that all goods covered by this contract that have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use will be fit and sufficient for the particular purposes intended by Buyer.
  2. The said goods/services delivered by the Supplier shall be identical to the sample specification given by the Supplier.
  3. Where the said goods/services delivered by the Supplier to the Purchaser is according to sample as well as certain specification/description, if any, the said goods/services actually processed and delivered, shall match not only with the said sample, but also with the said specification/description.
  4. The Seller shall replace free of charge any part or parts found to be defective in quality finish, color, design, material or workmanship or in the event of the failure or indication of failure upto a period of 36 months from the date the equipment is installed, commissioned or put to use or 42 months from the date of delivery, which is later.
  5. In case of Services, Seller warrants that Services will be performed by competent personnel, and will be of professional quality, consistent with generally accepted industry standards for the performance of such services. Seller will ensure that it has all necessary resources to provide the Services, including, without limitation, properly trained and licensed personnel, machinery, equipment and materials.

# 13. Non- Performance

13.1. The Purchaser reserves the right to cancel this order or any portion thereof if supplies do not conform to the specifications and/or if deliveries are not made as stipulated. The decision of the Purchaser as to whether the supplies conform to the specifications and, or deliveries are made as stipulated, shall be final and binding on the Supplier.

13.2. In addition, the Purchaser shall have the right to purchase/avail the goods/services ordered or any part thereof from other sources on the Supplier’s account, in which case the Supplier shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this order, but also any other loss or damage the Purchaser may suffer.

# 14. Duty to Verify Title/Duty to Inform

It is essential that the products are delivered free of any third party rights. Thus the Supplier is under a duty to verify title and inform the Purchaser of any possible conflicting industrial and intellectual property rights.

# 15. Subcontracting to Third Parties

Subcontracting/assigning to third parties shall not take place either in whole or in part without the prior written consent of the Purchaser, which the Purchaser may grant or deny as per its discretion and violation of same shall entitle the Purchaser to cancel this order in whole or in part and claim damages.

# 16. Termination

In addition to other rights and remedies the Purchaser may have, the Purchaser may terminate this order in case of breach of any terms and conditions of this order by the Supplier. However, provided that Supplier’s breach is capable of remedy, Purchaser’s right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by the Purchaser.

The Purchaser shall be entitled to terminate this order by giving 30 days notice to the Supplier in that behalf, without assigning any reason therefore. All the obligations undertaken prior to such termination shall survive.

# 17. Right of Entry

The Purchaser shall have right to enter Supplier place of processing or any other premises at any time, with or without any prior intimation. It has also been agreed upon that in the event of failure on Suppliers part to process the said product as per Purchaser’s requirement for whatever reasons, the Supplier shall unconditionally allow the Purchaser to enter the premises for getting the unfinished job completed either by the Purchaser or any other party at Suppliers end.

# 18. Governing Law, Jurisdiction and Dispute Resolution

This order shall be governed by the laws of India and courts situated at Delhi alone shall exercise exclusive jurisdiction. Any disputes arising out of this PO shall be referred to a sole arbitrator to be appointed by Purchaser. The Supplier agrees that the fact that the sole arbitrator shall be appointed by Purchaser shall not be used by the Supplier to raise pleas of bias or prejudice against the sole arbitrator.

# 19. Code of Conduct

The Supplier is obliged to comply with the applicable legal systems in force. In particular, the Supplier will not engage directly or indirectly in any form of bribery and that it shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption and will use best efforts to promote the Code of Conduct among its Suppliers.

The Supplier further warrants that it shall not:

a) Induce an employee of the Purchaser to allow any concessions to the Supplier, issuance of order or any other requirement

b) Pay money or any other benefit to any third party in connection with negotiation and/ or the order

c) Encourage an employee to perform an act of dishonesty against the Purchaser, which may benefit the employee and/ or be detriment to the Purchaser.

# 20. Environment Health and Safety (“ EHS”) (This clause shall be applicable only to Site Suppliers/Contractors who are supplying the goods and also performing the site services or who are performing the site services only at Purchaser’s site or Purchaser’s customer site, or both)

20.1. The Supplier shall:

a) give the highest regard to EHS to avoid any injury to any person and damage to any property;

b) ensure that the management of EHS is an integral and visible part of its work planning and execution processes;

20.2 Without limiting the foregoing, Supplier shall, when working on Purchaser’s or project sites:

1. ensure that hazardous materials, including those it is required to handle, are collected, stored, disposed of or recycled in an environmentally sound manner.
2. appoint competent and experienced persons at the Purchaser’s or its customer’s premises, who are trained for fire fighting and safety in their job.
3. establish and maintain a casualty and emergency response plan to deal with unforeseen events, such as but not limited to fire and explosion and carry out periodic drills with the involvement of its relevant employees;
4. ensure that necessary Personal Protective Equipment (“PPE”) is provided and used appropriately including without limitation safety shoes, helmets, eye and hearing protection together with other safety equipment;
5. when performing height work, ensure the use of metal scaffold and the provision and use of life line, fall arrestor, full body harness and safety helmet;
6. Ensure that all vehicles used for transportation & material handling equipment are fit for use and have valid certifications. Operators of vehicles and machines have valid licenses, are properly trained & experienced.

# 21. Indemnity

Without limiting any other remedy of the Purchaser, the Supplier shall at its own expense, defend, indemnify and hold harmless the Purchaser, its directors, officers, employees, agents and customers from and against any and all loss, cost, expense, damages, claims, proceedings, actions, demands or liability, including legal counsel fees and expenses, incurred or suffered by the Purchaser resulting from bodily injury, sickness, or death of persons, or damage to property arising out of or in connection with the Supplier’s performance of this order including but not limited to:

1. negligence or wilful misconduct of the Supplier, its
2. defects in the workmanship, materials or design of the goods supplied, services or work performed by the Supplier;
3. failure to comply with central, state or local laws.

The indemnity in this clause is a continuing indemnity and survives termination or expiration of this order.

# 22. No Advertising

Supplier shall not, without first obtaining the written consent of Purchaser, in any manner advertise or publish the fact that Supplier has contracted to furnish Purchaser the goods or services covered by this contract, or use any trademarks or trade names of Purchaser in Supplier’s advertising or promotional materials.

# 23. Exclusive Services

Supplier agrees that, at Purchaser’s request, it will not, for a period of twelve (12) months following completion of the Services, assign those persons who directly and substantively performed services for Purchaser under this contract and had access to Purchaser’s Information to perform similar services for a competitor in the same line of business as Purchaser. This clause is subject to any limitations imposed by local law.

# 24. Relationship of parties

Supplier and Purchaser are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.