



UFLEX LIMITED

Engineering Division

BILLING ADDRESS A2,SECTOR 60,NOIDA,(UP) 201301
TEL: +91-120-6100121, 4002121 Fax: +91-120-2584527, 4002380
Website : www.uflexltd.com

P.O. NO | **PMC 251707186**

Date : 22-AUG-24

Revision : 0

Purchase Order -- PMD

Status : APPROVED

Vendor's Code, Name & Address: PMC716: OTHER

CLARITUS MANAGEMENT CONSULTING
A-27C, 2ND FLOOR, SECTOR-16

NOIDA UP
GST No.: 09AACCC3838K1ZF

State Code : 09

State Name : UTTAR PRADESH

PAN No.: AACCC3838K

Our Details :

GST No. : 09AAACF0109J1ZY

State Code : 09

State Name : UTTAR PRADESH

PAN No.: AAACF0109J

COMMISSIONERATE: NOIDA

Mode of Despatch : BY ROAD

Delivery At : OUR WORKS

Insurance : Borne by Uflex

Freight : EX-WORKS

Loading/Unloading/Cutting : NIL

Packing & Forwarding : NIL

Refer Your Quotation No. : APPROVAL

Date :

No.	Item Code	Description / HSN Code	Rate	Qty.	UOM	Disc. Rate	Delivery Sch.		Basic
			Disc. %				Date	Qty	
1	EXCGCOMXXX092 6051	SOFTWARE SQL SERVER 2022 STAND CORE - 2 CORE LICENSE PACK PART NO CFQ7TTC0LH1G CG.COM.XXX.XX.CA SO No. CAP-IT Rvsn Lbl/Date.: Remarks: HSN : 9973		1	Numbers	284869	30-AUG-24	1	284869.00
2	EXCGCOMXXX092 6052	SOFTWARE WINDOWS SERVER 2022 STANDARD 16 CORE LICENSE PACK PART NO DG7GMGF0D5RK CG.COM.XXX.XX.CA SO No. CAP-IT Rvsn Lbl/Date.: Remarks: HSN : 9973		1	Numbers	77200.4	30-AUG-24	1	77200.40

-Original for Recipient & Duplicate for Transporter copy should be sent with materials (Mandatory)

-Receipt of this order may please be acknowledged.

-Our order number and item codes must be mentioned in all your related correspondence, Challan and Invoices.

-Please supply the goods mentioned in accordance within the Terms & Conditions Contained overleaf.

-Excise Duty at actual against gate pass.

-Please send 2 sets of documents consisting of Invoice, photocopy of excise gatepass in advance to purchase department.

-This Purchase Order is valid for the period of 30 days from the date of scheduled delivery, unless the date is amended and revised P.O. is provided.

-Please raise multiple Invoices if you are supplying material against multiple POs having different Payment Terms & Freight Terms. Single Invoice will not be accepted by us against multiple POs in such cases.

For UFLEX LIMITED

Sign. Authority



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PAYMENT TERMS : 30 DAYS

Total		362069.40
EPMD_SGST_Recoverable_9%	9.00	32586.25
EPMD_CGST_Recoverable_9%	9.00	32586.25

Grand Total Rs. 427241.90

Round off Rs. 427242.00

Amount in Words : Four Lakh Twenty-Seven Thousand Two Hundred Forty-One And Ninety Paise only

Prepared by : NEERAJ CHAUDHARY

Checked by

Recommended by

Supplier Note:

Description : APPROVAL

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TERMS & CONDITIONS

1. QUALITY & QUANTITY ORDER:

- a) In case of strike, accident or other unforeseen contingencies stoppage of production or machine at purchaser's works, the purchaser reserve the right to cancel or modify the order without being liable for any compensation and/or claim of any description.
- b) Quantities received by purchasers in excess or quantities specified herein shall be returned to vendor at vendor's expenses. In case quantities are less than quantities specified in Purchase Order and the same effects the completion of machine, UFLEX may impose penalty as deemed fit by UFLEX.
- c) Goods rejected on account of inferior quality of workmanship will be returned to vendor with charges for transportation both ways plus reloading etc. and are not to be replaced except written instructions from UFLEX.
- d) At any stage during production, if the works finds the goods, supplied under this PO, are non-conforming to the stipulated quality, UFLEX reserves the right to reject the materials and return the same to the suppliers at latter's cost. The incidental loss to the company shall also be borne by the supplier.

2. DESCRIPTION:

Please refer to this item on the face of this purchase order, alterations in the quality of goods, enhancement in the rates of articles shall be accepted unless previously approved by us.

3. DELIVERY: Time is the essence of this order and delivery of goods must be made as per Delivery Schedule unless otherwise expressly agreed, failing which the order is liable to be cancelled and no compensation for the goods in any of the conditions shall be payable.

4. PACKING INSTRUCTION:

The articles should be packed properly to avoid breakages or pilferage in transit. We allow no charges for boxes, packing or cartage, unless specified in the PO. Further all the components should have the identification marks, like drawing no./punched drawing no./specifications etc. while supplying to UFLEX.

5. CHALLAN: The vendor must deliver the goods at the purchaser's works under their challan having Purchase order reference. No goods will be accepted without proper challan and other required documents e.g. Excise Gate Pass/Form-31, if wherever applicable.

6. INSPECTION: Inspection of goods will be made by UFLEX at its own works and their report shall be treated as final and will binding on both parties.

7. INVOICING:

Invoice in TRIPLICATE accompanied with this receipt challan must be sent by the vendor to UFLEX Separate Invoice should be sent for each order/order number with date, the Railway Receipt no., GR No. and date, the wagon/truck number should be shown on each invoice when the supplies are sent by rail/ transport. All invoices must show the weight and/or number and date at which each item of material is charged in the invoices and the freight paid on the consignment.

8. PENALTY:

- a) All rejected material has to be lifted by the Vendor within seven days from the date of rejection intimation at their own cost failing to which the rejected material will be sent back at vendors risk & cost.
- b) In the event of vendor's failure to supply the goods in time UFLEX reserves the right of purchasing goods from the market on vendor's risk. The cost incurred thereon may hold them liable for any difference in price and other incidental expenses arising thereon from.
- c) If UFLEX finds that the material supplied are not of the contract quality or not according to the specifications required by the company or received in damaged or broken condition or otherwise no satisfactory owing to any reason thereof, the company shall be the sole judge, and entitled to reject the materials, cancel the contract and by its requirements from the OPEN MARKET on seller's risk and cost. UFLEX can recover the loss, if any from the supplier reserving always the right to forfeit the deposit placed by the supplier for the due fulfillment of the contract or shall raise will bills to the tune of loss incurred by UFLEX on a/c of this.
- d) Any demurrages, breakages or similar charges which UFLEX have to undergo on account of vendor's failure to book the goods in accordance with the order or due to the late delivery of the railway receipt shall be borne by the vendor.

All contract and orders are deemed to be entered into at NOIDA and any action arising there from shall be under NOIDA jurisdiction.

9. STATUTORY REQUIREMENT:

The vendor to whom this PO is being released must have all the requisite registrations with the government department like Trade Tax, Excise etc. and the registration numbers should be mentioned on the top of the copy of bills without fail.

10. GENERAL:

The terms shall also be applicable to special contacts over and above the terms which are agreed by UFLEX in such cases.

11. Demand Draft charges would be borne by supplier.

SPECIAL NOTE:

a) "All disputes, difference or question arising out of this purchase order, which cannot be amicably settled between the parties or their respective representatives or assigns, shall be referred to and finally settled by arbitration by a sole arbitrator appointed by UFLEX LTD. (hereinafter referred as Company). The Arbitration Award shall be final and binding on both the parties. The arbitration shall be conducted in English and venue of arbitration shall be New Delhi/NOIDA. The Parties also agree that when any dispute occurs and when any dispute is under arbitration, except for the matters in dispute, the parties shall continue to fulfill their respective obligations. For jurisdiction purposes, the Courts at New Delhi Noida shall have exclusive jurisdiction."

b) For lifting of Rejected material, please see penalty clause 8(a).

c) This Purchase Order is valid for the period of 30 days from the date of scheduled delivery, unless the date is amended and revised P.O. is provided.

Model Tax Clause for GST :: PURCHASE ORDER

Notwithstanding anything contained in the contract/ Purchase Order, the following clauses shall come into effect on the date of introduction of Goods and Services Tax ('GST') in India and shall supersede all other clauses to the extent covered in this clause:

- Supplies of all goods or services must accompany the Tax invoice and e-way bills, prescribed under GST Law, as applicable, containing all the particulars as prescribed. Invoices should be addressed to the concerned billing location of Uflex. Uflex reserves the right to return the goods/ reject the services, in case of any discrepancy in the above documents or supplies. In case, Uflex accepts the goods & services without rejection, any loss of credit on account of errors on documentation or supply shall be borne by supplier.
- Uflex shall pay to the supplier all the appropriate taxes as shown in the invoice subject to submission of invoices and timely deposit of applicable taxes by the supplier. Further, Uflex shall not be responsible for any tax liability arising out of this Purchase Order, if the same were not charged in the respective invoices.
- In the event of discrepancy or mismatch between invoice or any other document reported by the supplier in their statutory return(s) and electronic credit/cash ledger related to Uflex, supplier shall be responsible to rectify such discrepancy or issue the prescribed documents immediately on identification of the same, mutually by either of the parties.
- In case, any action, error or omission on part of the supplier with regard to failure on GST compliance like payment of taxes, e-filing of statements/ details/returns on GSTN portal etc., results into any denial of credit resulting in 'Loss of Input Tax Credit' which later on is imposed on Uflex along with interest and penalty in relation to said supply, Uflex shall have the right to recover or to deduct the same from supplier from any amount payable to the supplier by Uflex. Uflex would claim the said amount from the supplier at any point of time without any limitation of time.
- If any advance payment is made the supplier shall comply the payment of taxes on such advance payments and issue 'Receipt Voucher' favouring Uflex and declare in the returns and adjust the advance proceeds in supply invoices and in case, the said supply order cancelled or short supplies made, the advance payment and the tax paid shall be refunded to Uflex and specified 'Refund Voucher' shall be issued by the supplier, as specified under GST Law.
- The supplier shall pass on the full benefit of any reduction in tax rate/additional credits/ refunds to Uflex whether in cash or credit, received by him in relation to the said supply.
- If any TDS applicable, would be deductible as per the provisions of GST/ Income Tax Laws and will be on supplier's account.

Note:-

Please raise multiple Invoices if you are supplying material against multiple POs having different Payment Terms & Freight Terms. Single Invoice will not be accepted by us against multiple POs in such cases.