

# Nestle India Limited

Nestle House, Jacaranda Marg  
M-Block, DLF City, Phase-II  
Gurgaon 122002  
India



<b>Purchase order : 4557251956</b>	Date: 04.08.2022	Printed: 08.08.2022						
<b>Vendor Number:</b> 100635958 Rashmi Crane Services Jagatpura Opposite Gurudwara Udham Singh Nagar Rudrapur 263145 India Tel.: 0 9719730300 Fax: e-mail: GSTIN : 05CAEPS9244J2Z9  <b>Your reference:</b> 3595063261 <b>For the attention of:</b>	<b>Terms of Deliv.:</b> <b>Currency:</b> INR Indian Rupee <b>Delivery Date:</b> 10.08.2022  <b>Our Reference:</b> CBA <b>Purchasing Contact:</b> IN Tah OB HR Tel:							
<b>Deliver To:</b> IN PL Tahliwal Nestle India Ltd Tahliwal Factory Tehsil: Haroli Village: Nagal Kalan Tehsil: Haroli, District Unna Tahliwal 174507 India 00.000.000/0008-68 GSTIN : 02AAACN0757G2ZW	<b>Invoice To:</b> Nestle India Limited Village: Nagal Kalan, Tehsil: Haroli, District Unna Tahliwal - 174507, Himachal Pradesh GSTIN: 02AAACN0757G2ZW							
<b>Terms of Payment :</b> Due within 30 days net w/o dis								
Refer to your quotation submitted in Ariba Doc3595063261 by Mr. bhupendra yadav(Rashmi Crane Services) on dt-27.07.2022 - Tax - GST Extra @ 18% - Payment term: 30 days after delivery - Material loading, unloading & shifting work by F-15 crane with diesel included in quoted price. - Delivery: As per site requirement  Please follow below instructions to avoid payment delays: -  Invoice should carry PO lines number and cost on invoice should be as same as in PO line item. Any discrepancy should be brought immediately to the buyer's notice and no amendment will be done after goods are delivered. Invoices which do not match with PO, will be returned to the vendor.  Nestle Business Services, Gurugram is single point of contact for payment related queries +91 124-4447400, email ID: India.vendorservices@in.nestle.com								
<b>Item Material No.</b>	<b>Vendor Mat. No.</b>	<b>HSN/SAC Code</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Delivery Date &amp; Time</b>	<b>Price/Unit</b>	<b>*Net Value</b>
10	90072574		FARANA HIRING CHARGE					

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Item	Material No.	Vendor Mat. No.	HSN/SAC Code	Description	Quantity	Unit	Delivery Date & Time	Price/Unit	*Net Value
					6	each		174,500.00	1,047,000.00
						IN: Input IGST	18.00 %		188,460.00
Unit in Monthly Value in INR									
Billing Cycle Monthly with Supporting log book duly Respective engineer daily Basis Signed.									
Supply of Farana Crane on Rent on Per Month Basis, With Driver and Diesel, Working 8-10 Hours Daily									
Lifting Belt, Wire Rope , D Cycle , Carry belt , Wheel Stoper Hook Belt, along with test Certificates in Supplier Scope.									
Billing Mknthly									
<b>Total net value excl. tax</b>									<b>1,047,000.00</b>
<b>Total including tax</b>									<b>1,235,460.00</b>
<b>PO approved by</b>									
<b>Amit Duggal 08.08.2022 08:49:21 CET</b>									
<b>Sanjay Balakrishnan 08.08.2022 06:55:02CET</b>									

## Purchase Order Terms & Conditions

#Please peruse the terms and conditions of the purchase order since they have been modified on account of Goods & Services Tax#

(To which the Supplier agrees by accepting this Purchase Order)

Supplier, its Affiliates, Subcontractors and sub-tier suppliers will comply with the Nestlé Responsible Sourcing Standard (as updated on [www.nestle.com/suppliers](http://www.nestle.com/suppliers)). On Nestlé's request, Supplier will: 1. undergo, at its costs, an ethical audit (SMETA, RBA, Ecovadis, or as specified by Nestlé) at its site(s) where the Products or Services are produced or performed. Such audit will be performed by a company accredited by Nestlé and Supplier will share the results through SEDEX (or as specified by Nestlé) 2. where applicable, undergo, at its costs, one of the GFSI-recognized food safety and quality certification, as indicated on [www.mygfsi.com/certification/recognised-certification-programmes.html](http://www.mygfsi.com/certification/recognised-certification-programmes.html), at its site(s) where the Products are produced. This audit will be performed by an accredited certification body. 3. where applicable, provide Product's traceability back to origin of the raw goods, as well as demonstrate continuous improvements regarding ethical practices at point of origins.

1. Time of delivery shall be regarded as the essence of the Purchase Order. If the Supplier shall fail or neglect, to make the delivery within the time and in the manner herein specified the buyer shall be at the liberty to cancel the Purchase Order and the supplier shall be liable to pay the buyer damages for losses incurred. If however, the supplier is prevented by force majeure to make the delivery within the time and in the manner specified herein the buyer shall be at liberty to cancel the Purchase Order, without reference to any compensation.

2. Force majeure for the purposes of this Purchase Order shall mean riot, workers strike, mob violence, war, act of god or other irresistible force beyond ones control.

3. The Purchase Order shall not be billed at higher prices than quoted on this Purchase Order or altered in any respect without the buyer's written consent. Prices on the supplier's challan must agree with prices on this Purchase Order with subsequent alteration, which the buyer has agreed to in writing. Challan submitted without prices are subjected to the prices appearing on the Purchase Order or to subsequent alterations which the buyer has agreed to in writing.

4. The prices shown herein are, unless otherwise expressly mentioned, inclusive all the taxes, duties, cess etc. that may be levied / become leviable either now or later and the buyer will not entertain any other / further claim for any supplier. The Buyer reserves the right to renegotiate the prices shown herein for input tax credits and efficiencies on account of GST available to Supplier, prior to the supply being made and to the extent of supply remaining to be made.

5. All materials will be subject to the buyer's inspection and approval before acceptance. The supplier hereby warrants the merchandise and workmanship of material delivered and work performed, notwithstanding the buyer's acceptance or use. The Purchase Order must be in accordance with specifications drawings or samples in all respects. No liability will be assumed for losses or consequences resulting from rejection of material at any stage.

6. If the supplies do not conform to clause 5 above, the buyer reserves the right to cancel the Purchase Order. Where not used, the supplier will have to make its own arrangements to remove the rejected materials at its own expense either from the buyer's factory or from any other place of storage. Till they are not removed, the rejected materials will lie entirely at supplier's risk and responsibility.

7. Collection and bank charges, if any, will be supplier's account.

8. The goods should be packed securely according to the nature of material to be supplied and in accordance with the instructions to be given by the buyer.

9. This Purchase Order is subjected to the terms and conditions herein stated.

10. The materials to be supplied under this Purchase Order shall comply with all local legislation and regulations.

11. This Purchase Order can be cancelled by either of the party by giving 15 (fifteen) days written notice.

12. Supplier shall confirm the terms and conditions of this Purchase Order including the price, quantity, specifications and dispatch schedules.

13. Supplier shall provide a proper invoice in the form and manner prescribed under applicable GST Act(s) read with relevant Rules (GST Law), containing all the particulars mentioned therein and duly registered on Invoice Registration Portal (IRP), where applicable. The invoice should comply with the requirements of IRN and QR Code, wherever applicable. The Supplier shall upload the details of the supplies in prescribed Form/s on GSTN and pay the GST indicated on the invoice, within the time prescribed under GST Law. In case of any increase/ decrease in prices with respect to original invoice, returns, rejection or any other adjustment, credit note/ supplementary invoice, as the case may be, shall be issued by Supplier as per GST law. Supplier shall upload the details of credit note/ supplementary invoice in prescribed form on GSTN and pay the GST indicated on supplementary invoice, within the time prescribed under GST Law.

14. In case of any advance payment by the Buyer to the Supplier, the Supplier shall issue receipt voucher as per GST Law and pay tax, if prescribed and upload the details in prescribed Form/s on GSTN within the time prescribed under GST Law.

15. Supplier shall ensure compliances with all requirements under GST Law, including obtaining and maintaining a valid GST Registration for the place from where supply is made, documents and compliances mentioned in point 13 above, or other documentation/ compliances that may be applicable in such form and manner as may be prescribed under the GST Law that may be necessary to enable or assist the Buyer to claim or verify any input tax credit, set off, rebate or refund in relation to GST applicable in respect of any supply under this Purchase Order. Supplier shall promptly reconcile and resolve any mismatch or discrepancy, reflected through GSTN matching, to ensure that Buyer avails eligible credit without delay. The Buyer shall have a right to withhold any future amounts payable to the Supplier in the event there is any item reported in mismatch report, till the time the same is rectified by the Supplier in the GSTN.

16. In the event that input tax credit of the GST charged by Supplier is denied to Buyer due to any reason attributable to the Supplier, the Buyer shall be entitled to recover such amount from the Supplier by way of adjustment from any payments to the Supplier. In addition to the amount of GST, the Buyer shall also be entitled to recover interest payable under GST Law, and penalty, in case any penalty is imposed by the tax authorities on the Buyer.

17. In the event that the Supplier fails to comply with GST Law including obligations under point nos. 13 to 16 above, the Buyer shall not be liable to make any payment against such invoice and Supplier shall be solely responsible and liable for all consequences. In event the Supplier does not deposit GST, then without prejudice to provisions of point 16 above, the Buyer shall be entitled to terminate this Purchase Order with immediate effect and the Supplier shall be liable to pay such damages as may be reasonably estimated by the Buyer.

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18). Any dispute arising out of this Purchase Order is subjected to the court in the State of Delhi.

19). As required under the provisions of Plastic Waste Management Rules, 2016 (PWM rules), it is the responsibility of all Vendors to ensure accurate and correct declaration of their name and registration number (as obtained from the respective State Pollution Control Board / appropriate Government Authorities under PWM Rules) in each and every single and multilayered plastic packaging

20). Customer Contact Centre is available at Shared Services as single point of contact to address Vendor queries and resolve them. Details are given below #  
Mail ID : india.vendorservices@in.nestle.com  
Phone No. 0124 640 7444 (operational from 0930 Hrs to 1700 Hrs). Please note this service will be available only on working days

All invoices must bear Purchase Order number, Supplier Code and should be GST compliant. Invoices should reach at following address within 3(three) working days after receipt of material at relevant Nestlé site or rendering/ completion of the services:

Nestlé India Limited  
Shared Service Centre  
ASF Towers  
Tower-A, Ground Floor,  
Plot No. 249 E,  
Udyog Vihar Phase IV,  
Gurugram 122016

## IMPORTANT

Invoicing advisory for Timely Payment of your invoices

What needs to be there on the invoice?

One of the opportunity areas that we need to focus on and where we need your support is ensuring the completeness and quality of invoices that we receive, so that we can avoid inefficiencies and ensure that timely payments are made to you. We have formulated below quick reference guides to support you in this process

- |    |  |            |
|----|--|------------|
| 1. | How to submit invoices to NBS Gurugram | Appendix A |
| 2. | Regulatory and Compliance requirements | Appendix B |

For Questions or clarifications, please contact our Customer Service Helpdesk through the contact details: [India\\_VendorServices@in.nestle.com](mailto:India_VendorServices@in.nestle.com) or +911244447400. We encourage you to refer to our portal [www.nestle.com/suppliers](http://www.nestle.com/suppliers)

We thank you for your support and for your collaboration in 2018. In 2019, we look forward to a more efficient and productive business relationship with you!

Respectfully Yours,

NBS Gurugram

Head of Purchase

## APPENDIX A: How to Submit Invoices to NBS Gurugram

We are starting to phase out paper-based processing and therefore ask you to send your invoices to us electronically via Tungsten E-Invoicing, or as a hard copy in case not possible.

### Preferred Method: Tungsten E-Invoicing:

Please enroll now and to join Nestle on the Tungsten network and you can contact your buyer or refer to the following links for further details:

ü Nestle Microsite on Tungsten - <http://www.tungsten-network.com/customer-campaigns/nestle/uk/home/>

ü Tutorial videos (how to create 1st invoice, manage Tungsten account etc.) - <http://www.tungsten-network.com/customer-campaigns/nestle/uk/documents-and-links/>

ü Tungsten support phone lines - 0008004404071

ü Generic of Global e-invoicing team - Suppliers, Tungsten Network HQ [tungsten-network\\_suppliers\\_HQ@nestle.com](mailto:tungsten-network_suppliers_HQ@nestle.com)

By enrolling on this system, we are confident that you will see significant benefits to your business, including fast and guaranteed invoice delivery, early invoice data validation, greater visibility to your invoice status and on time payment.

### Least Preferred Method: Hard Copy Invoices:

We recognize that e-invoicing is not always possible for all of our suppliers, so if you still need to submit a paper based invoice, please follow these instructions immediately.

All paper based invoices now need be sent to the new address as below:  
Nestlé India Limited

# Nestle India Limited

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India



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NBS Gurugram  
ASF Towers  
Tower-A, Ground Floor,  
Plot No. 249 E,  
Udyog Vihar Phase IV,  
Gurugram 122016, Haryana. India

In the event you have further questions, please contact the Vendor Services Helpdesk (India.VendorServices@in.nestle.com ) or your local Procurement contact.

## APPENDIX B: Detailed Guidelines

### Mandatory details required on Invoice

Below details is mandatory on each invoice and any non-compliance will lead to Return of Invoice

#### ##Fields/ details mandatory for vendor invoice

- 1 The document must be an Invoice ( PO Copies, o/s letters, mail copies are not allowed)
- 2 Should be readable
- 3 Correct and complete Company Name as applicable with address
- 4 Invoice Number as per GST Invoice Rules (maximum 16 digits/ unique for F.Y etc.)
- 5 Valid GSTIN of Vendor and Nestlé(GST or ISD) & separate PAN details on Invoice
- 6 Place of supply along with name of state where supply is made
- 7 Billing address and shipping address of Nestle should be same in the supplier invoice. In case the PO carries two addresses of Nestle, please mention only one address on the invoice wherein goods are actually delivered.  
In case of services as well, mention both billing address and shipping address as one. In case the PO carries two addresses of Nestle, please mention only one address on the invoice wherein services are actually rendered.
- 8 Invoice Date
- 9 Material or service description and their HSN or SAC code
- 10 Declaration on Invoice # GST payable on reverse charge basis (only for RCM vendors)
- 11 Place of supply (Nestlé) along with the name/ code of State
- 12 Invoice should be #Original for recipient invoice#
- 13 Separate GST rates and amount for different GST type i.e. CGST,SGST & IGST
- 14 Must have the breakup of Invoice value including (gross value, net value, taxable value and tax amounts)
- 15 No Invoice amount totaling error
- 16 Mention of quantity in case of goods
- 17 Invoice/document must state the currency and rate of conversion in INR (if applicable)
- 18 Service entry sheet no. and acknowledged LR for freight Invoices (Finished Goods)
- 19 PAN number for services subject to withholding tax( TDS)
- 20 Signature or digital signature (Govt. authorized) of the supplier or his authorized representative
- 21 Valid 10 digit Purchase Order number along with PO line item Details
- 22 Guest Signature for Hotel and Cab Vendors
- 23 Approved cab request form for Cab Vendors / BTC (Bill to company)/ ECL (Event confirmation letter) for Hotels (For Head Office Vendors RTV/ For Unit Vendors Park workflow)
- 24 Declaration/ Indemnity Bond in case of Duplicate invoice, Duplicate/ Overwritten LR(freight invoice)
- 25 For Unregistered Vendor, One time undertaking (each financial year) from Vendor is below the threshold limit prescribed under GST law and that he will register upon crossing the limit in future
- 26 Vendors making exempt supplies should raise a Bill of Supply and composition vendors should raise a non-GST invoice
- 27 In case a duplicate invoice is submitted, the same should be submitted with a declaration
- 28 For advances already issued, advance details should be mentioned on the invoices

Process of Return: The return of Invoice (RTV) will follow the below mentioned process:

Whom: - Vendor

What: E-Mail giving details of invoices returned

Where: Email ID (per vendor invoice/ SAP)

Frequency: Daily

Whom: Vendor

What: - Physical Invoices stamped with reason for return

- Freight invoices where partial LR/ SES is missing copy of invoice with an e-mail to raise fresh invoice for the missing details

- A valid credit note should be issued by the vendor

Where: Address per invoice/ SAP master if address is missing on invoice

Frequency: Daily

### Do's & Don'ts: GST Compliances for First time Right Invoices

Do's  
ü As per our experience GSTN portal accepts usage of certain special characters only such as "-" and "/". In case invoice number uses special character, kindly see that it has only "-" and "/" as special characters.

ü As per GST law Invoice number length should not be more than 16 characters. Invoice number can be in alpha numeric combination also and/or can use afore mentioned special characters i.e. "-" and "/".

ü As per 4th September, 2017 GST notification for claiming ITC Invoice should mandatorily have (i) Invoice number, (ii) invoice date, (iii) GSTIN of recipient and supplier, (iv) place of supply; and (v) description of goods or services.

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ü The details mentioned on the invoice should be replicated in the same manner while uploading invoice on GSTN at the time of filing return say if invoice no. is ABC-0017/2017-18, it should be reported as ABC-0017/2017-18 And not as ABC-17/2017-18 or ABC-0017/17-18.

ü GST tax rate, taxable value, tax amount should be mentioned correctly in GSTR-1 as mentioned in invoice. For instance, if invoice contains value of goods as well as freight, at the time of reporting, both value of goods and freight have to be reported at GSTN portal.

ü All invoices should be reported regularly on a monthly basis in GSTR-1.

ü In case of deductions of payment for goods or service such as on account of short supply or damaged supply or deficient supply, a GST Credit Note be issued to ensure that actual value and tax paid is available for input tax credit. GST Credit Note issued should refer the original invoice.

ü Ensure adherence to time-limit in filing of GST returns. Presently, due date for filing GSTR-1 is 11th and GSTR-3B is 20th of following month.

#### Don'ts

û As per our experience GSTN portal does not accept usage of following special characters such as "#", "\", "\_", "&" etc. Do not use these special characters in your invoice numbering.

û Invoice series once used in a particular financial year, be not repeated in same financial year. It can be repeated only in next financial year.

û Do not change invoice number format or invoice date at the time of filing GSTR-1 vis-à-vis mentioned in tax invoice. For instance, invoice number as per document is 007/2017-18, however, reported as 007/17-18 in GSTR-1.

û Do not change GSTIN of recipient, place of supply at the time of filing GSTR-1 vis-à-vis details mentioned in tax invoice.

û Do not change GST tax rate, taxable value and tax amount at the time of filing GSTR-1 vis-à-vis mentioned on tax invoice. For instance, invoice contains value of goods as well as freight, however, at the time of reporting, only value of goods is reported.

û Do not delay filing of GST returns beyond prescribed time limits.

Please note that following the aforesaid is even more important in the new GST return formats wherein input tax credit would be available to Nestlé only once the invoice wise particulars in case you upload the invoice with correct particulars details on the common GSTN portal.

#### Use the correct Nestlé Company Name (Legal Entity)

- ü Nestlé India Limited
- ü Nestlé R&D Centre India Private Limited
- ü SMA Nutrition India Private Limited
- ü Purina Petcare India Private Limited

Invoices should be submitted to Nestlé's designated locations or approved means (e-invoicing, dispatch) after the delivery has been completed and confirmed acceptable. Invoices should be billed to the correct Nestlé Entity and the specific GSTIN or ISDN should be used, for the invoice not to be rejected. (Refer this link for Nestle GST number: <https://www.nestle.in/aboutus/gst-for-business-partners>)

(Refer Annexure for Nestlé GST number)

Nestlé India Limited (CIN: L15202DL1959PLC003786)  
PAN Number: AAACN0757G  
Registered Office: 100 / 101, World Trade Centre, Barakhamba Lane, New Delhi - 110 001  
Website: [www.nestle.in](http://www.nestle.in); Email : [Corporate@in.nestle.com](mailto:Corporate@in.nestle.com)