



Jindal Aluminium Limited

GST NO : 08AAACJ4324M1ZH

PAN : AAACJ4324M

CIN : U27203KA1970PLC002806

Jindal Aluminium Limited

SP-2/333, RIICO Industrial Area,
Bhiwadi-301019 (Dist : Alwar)

Registered Jindal Nagar, Tumkur Road,
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purchase.bhiwadi@jindalaluminium.com

www.jindalaluminium.com

PURCHASE ORDER

VENDOR	CODE : A5065	ORDER NO.	PO221201100	DATE : 14/12/2022
APAR INDIA., B-50, G.T.KARNAL ROAD, INDUSTRIAL AREA DELHI Ph.No : 9312245928		ENQUIRY NO.	EN221202622	DATE : 08-DEC-22
110033 FAX:		QUOTATION NO.	N.A.	DATE : 08-DEC-22

SR NO.	ITEM CODE	DESCRIPTION	QUANTITY	UNIT	RATE (IN INR)	AMOUNT (IN INR)
1	08030198	DI220400370 - 02-MAY-22 'APAR' TOOL & CUTTER GRINDER COMPLETE WITH ALL STANDARD ACCESSORIES AND ELECTRICAL ACCESSORIES/, IGST @ 18%	1.00	NOS	325000.00	325000.00

SIGNED COPY OF ORIGINAL INVOICE (ORIGINAL FOR BUYER) MUST BE SENT ALONG WITH MATERIAL, FAILING WHICH ATTRACT IN DELAY FOR RELEASING THE PAYMENT

PACKING INSTRUCTION	STANDARD	P & F	N.A.
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DELIVERY SCHEDULE	25-Jan-23
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DESPATCH THROUGH	EXW - DELHI by Road
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PAYMENT TERMS	100% AGAINST PROFORMA INVOICE
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REMARKS	FOR INSTALLATION SUPPORT YOU WILL DEPUTE YOUR ENGINEERS TO OUR BHIWADI UNIT. (TRANSPORT WILL BE ARRANGED BY JINDAL)
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- 1) Please enclose e-way bill with invoice / dispatch documents.
- 2) Tax/penalty raised by commercial tax authority due to non-issuance of an e-way bill will be supplier's liability.
- 3) Please mention our GST No. in all documents.
- 4) The order should be acknowledged within 2 days of the ordered date any non-conformance may result in revoking/cancellation of purchase order.
- 5) Please mention the amount of applicable GST (SGST, CGST, IGST) seperately in invoice.
- 6) Warranty / guarantee / test certificate to be sent along with invoice wherever applicable.
- 7) Please refer other terms & conditions in enclosed annexure.
- 8) Our Bankers : HDFC BANK LTD,Salco Centre, Richmond Road- Bangalore
A/C No. 57500000343426 IFSC Code : HDFC0000523
- 9) Despatch by Lorry / to our works, BHIWADI.

For Jindal Aluminium Ltd.

Authorised Signatory

Terms and Conditions

- 1) **Quality:** The material ordered must be exactly as per the approved sample/specifications/drawings and will be subject to our inspection and acceptance within 30 days from the date of receipt of the material. If any deviation in the specifications or variation from the sample material is observed by the buyer during inspection, then the material will be returned to the seller, at seller's expense.
- 2) **Quantity:** The quantity of material must not exceed the ordered quantity/tolerance limits mentioned in this PO. Buyer shall have the right to return or reject the excess material at seller's expense. However, if the delivered quantity is less than the order quantity, seller shall be liable to deliver the same within stipulated timeframe.
- 3) **Packing and transportation:** Material must be properly packed, securely covered and marked as per specifications agreed or as per best industries practice to withstand any damage in transit. The shipment should be sent through shortest route strictly otherwise the difference in freight and extra cost of cartage will be charged to seller's account.
- 4) **Delivery:** Time is essence of the order; hence the seller is obligated to deliver the goods/services within stipulated time, while adhering to the delivery terms mentioned in this PO.
 - a. If there is a delay in delivery of goods/services, then the buyer reserves the right to cancel/revoke the purchase order or any part of the purchase order and claim compensation by way of damages or the loss suffered due to non-compliances/delay.
 - b. Upon making partial or full payment to the seller, if there is a delay in delivery of goods/services, , then the buyer may procure the same goods/service from another supplier at a fair market price. However, if the same goods/services are delivered by another supplier at a higher price, then the differential cost will be recovered from the supplier.
- 5) **Guarantee/Warranty:** Guarantee Certificate/warranty card/performance guarantee as per the terms of the order must be furnished by the supplier along with the submission of invoice/delivery of material, failing which; the invoice will not be processed for payment.
- 6) **Payment terms :**
 - a. Payment will be subject to inspection of the material and verification of quantity of the supplied goods/services, if any deviation is observed in the quality or quantity of the supplied material, then the seller shall issue a credit note for the concerned amount to the supplier.
 - b. Details/price break-up of all the items should be mentioned clearly in the invoice. Buyer will not be liable for coolie/cartage charges, loading unloading charges or courier charges, which was not mutually agreed upon and prior written consent was not obtained from purchaser.
 - c. If the seller fails to deliver goods/perform services within the schedule mentioned in the PO, then any advance payment made by the buyer, must be returned with 18% interest p.a within 7 days.
- 7) All the rejected goods must be picked-up from the buyer's premises within 15 days of rejection intimation. If the seller fails to collect the material within 15 days, the buyer may discard the material, at seller's cost and risk.
- 8) No replacement or repair of rejected goods will be accepted without written approval from purchaser.
- 9) **Bills:** All bills must be submitted to us in DUPLICATE (original and duplicate for transporter copy) mentioning our purchase order number, the LR numbers and date under which the material is dispatched must appear on the bills.
- 10) **Insurance:** For all the supplies against our purchase order, seller shall bear the cost of insurance. However, if the buyer has agreed in writing to cover the insurance cost, then the buyer will make arrangements to insure the material, for which, the seller must provide the dispatch details via e-mail within 24 hours from the date of dispatch, in case of failure to adhere to these guidelines, any transit loss/damage will be to the account of seller.
- 11) **Non disclosure agreement:** All the documents, sketches, drawings and any other technical information containing buyer's specific models related to product or subsequent to the formation of contract will remain the property of buyer. All such information, without written confirmation from buyer should not be shared, copied, used otherwise, reproduced, transmitted or communicated to the third party. After completion of the contract/supplies, all such original documents, drawings and other technical data should be returned in as is/good condition and no copies of the same should be retained by the supplier. Supplier further warrants to Buyer that at all times all Goods and or Services (including any Deliverables) will not be in violation of or infringe any Intellectual Property Rights of any person.
- 12) **Taxation and statutory charges:**
 - a. Buyer will not be liable for any tax/Govt. Levies without our specific agreement or written consent.
 - b. Seller must provide duplicate copy of Transport Invoice with complete details as per GST rule for claiming GST input credit.
- 13) Buyer will bear all their bank charges, while any of seller's bank charges will be charged to seller's account.
- 14) Demurrage if any incurred due to delay on seller's part in dispatching the L/R or delay in dispatch information will be borne by the seller.
- 15) Test certificate should be dispatched along with all relevant document and information.
- 16) If any material is rejected for any reason, then free replacement / refund should be made by the seller within stipulated timeframe.
- 17) If freight has to be borne by the buyer, then the entire order quantity should be supplied in one lot/batch, unless written consent is obtained from the buyer for a staggered delivery schedule.
- 18) All disputes arising out of this Purchase Order are subject to conciliation at the highest level of both parties.
 - a. Failing which matter is to be referred to Arbitration as per Conciliation Act of 1996 and its subsequent amendments and place of Arbitration will be Bengaluru.
- 19) All disputes are subject to Bengaluru jurisdiction.